

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF ILLINOIS**

<b>In re:</b>	)	<b>Chapter 11 Proceeding</b>
	)	<b>Case No. 17-31376-lkg</b>
<b>LIL ROCK ELECTRICAL</b>	)	
<b>CONSTRUCTION, INC.,</b>	)	
	)	
<b>Debtor.</b>	)	

**FINAL ORDER AUTHORIZING USE OF CASH COLLATERAL PURSUANT  
TO 11 U.S.C. § 363 WITH GERMANTOWN TRUST & SAVINGS BANK**

Upon the final hearing on the Motion for Entry of Interim Order Authorizing Use of Cash Collateral Pursuant to 11 U.S.C. § 363 (the “Motion”) filed by Debtor Lil Rock Electrical Construction, Inc. (“Debtor”), the Court finds and concludes as follows:

1. The Court has jurisdiction over the Motion and issues raised therein pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A) and (M).
2. Appropriate notice of the hearing on the Motion was provided to creditors and parties in interest as required under Rule 4001(b)(3) of the Federal Rules of Bankruptcy Procedure.
3. On September 11, 2017, (“Petition Date”), Debtor filed a voluntary petition for relief under Chapter 11 of the United States Bankruptcy Code (11 U.S.C. § 101 *et. seq.*)
4. Debtor has operated since the Petition Date and continues to operate its business as a debtor-in-possession pursuant to §§ 1107 and 1108 of the Bankruptcy Code.
5. Debtor’s primary secured creditor is Germantown Trust & Savings Bank (“Lender”).
6. As of the Petition Date, Debtor owed Lender the approximate sum of \$774,008.56 under its agreements with Lender, plus accrued and unpaid interest thereon, and fees and costs.

These amounts together with all interest, fees, costs, and charges, are identified as the “Pre-Petition Indebtedness.”

7. The Pre-petition Indebtedness is secured by valid, perfected, enforceable, first-priority liens and security interests upon and in the assets of the Debtor including all inventory, equipment, chattel paper, accounts, general intangibles, consumer goods and the proceeds of the foregoing (the “Equipment and Cash Collateral”).

8. The Debtor will require use of Lender’s Equipment and Cash Collateral during the case.

9. Debtor has submitted a budget of its projected income and expenses through December 31, 2017, to Lender, a copy of which is attached hereto as Exhibit A, and will submit additional projections to Lender at its request.

10. Good cause has been shown for the entry of this Order. The ability of the Debtor to operate and maintain its business and maximize a return for its creditors requires the availability of Equipment and Cash Collateral on and subject to the terms and conditions set forth in this Order. In the absence of the use of Equipment and Cash Collateral, the continued operation and maintenance of the Debtor’s business may not be possible, and serious and irreparable harm to the Debtor, its estate, and its creditors would occur.

NOW THEREFORE, the relief requested in the Motion is GRANTED and it is hereby ORDERED that:

A. The Debtor is permitted to use its Equipment and Cash Collateral only to the extent set forth herein or otherwise approved by the Court;

B. The Debtor shall submit to Lender its monthly operating reports containing the Debtor’s actual income and expenses for the prior month and provide a comparison of those figures to the Debtor’s projected income and expenses for that period.

C. As adequate protection, Lender shall receive and have, subject to the terms and conditions set forth below, pursuant to sections 361, 362(d) and 363(e) of the Bankruptcy Code, not only its existing security interests, liens and mortgages in the Pre-Petition Collateral, but also post-petition security interests, liens and mortgages in any assets acquired on or after the Petition Date by Debtor (the “Post-Petition Collateral”, comprising the Collateral as defined hereinabove and used herein when combined with the Pre-Petition Collateral), with those post-petition security interests, liens and mortgages (the “Adequate Protection Liens”) to be consistent with the priority and scope of the Lender’s existing security interests, liens, and mortgages in the Pre-Petition Collateral. The Adequate Protection Liens against the Post-Petition Collateral shall be granted to Lender in addition to, and not instead of, Lender’s security interests, liens and mortgages in the Pre-Petition Collateral. As further adequate protection, Lender shall receive regular payments on their loans in the ordinary course of Debtor’s business.

D. Debtor shall at all times maintain a policy of property and casualty insurance; and

E. The Debtor shall serve a copy of this Order on the twenty largest unsecured creditors, all parties requesting notice and the United States Trustee as required by Fed. R. Bankr. 4001(d).

F. The provisions of this Order, including all findings herein, shall be binding upon all parties in interest in this case, including Lender, the Debtor and their respective successors and assigns and shall inure to the benefit of Lender and the Debtor and their respective successors and assigns; the findings in this Order are not binding on a Chapter 7 or 11 Trustee, or any official committee of creditors.

ENTERED: October 25, 2017

/s/ Laura K. Grandy  
\_\_\_\_\_  
UNITED STATES BANKRUPTCY JUDGE/3

**EXPENSES**

	<b>October</b>	<b>November</b>	<b>December</b>
<b>Utilities</b>	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
<b>Insurance</b>	\$ 9,500.00	\$ 9,500.00	\$ 9,500.00
<b>Loans</b>	\$ 13,000.00	\$ 13,000.00	\$ 13,000.00
<b>Rent</b>	\$ 2,103.00	\$ 2,103.00	\$ 2,103.00
<b>Fuel</b>	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
<b>Per Diem</b>	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00
<b>Payroll/Taxes</b>	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00
<b>Attorney</b>	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
<b>Maintenance</b>	\$ 10,000.00	\$ 7,000.00	\$ 7,000.00
<b>Materials</b>	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
	<b>\$ 88,603.00</b>	<b>\$ 85,603.00</b>	<b>\$ 85,603.00</b>

**INCOME**

	<b>October</b>	<b>November</b>	<b>December</b>
<b>Accounts Receivable</b>	\$ 100,000.00	\$ 120,000.00	\$ 100,000.00
	<b>\$ 11,397.00</b>	<b>\$ 34,397.00</b>	<b>\$ 14,397.00</b>

**EXHIBIT**  
**A**