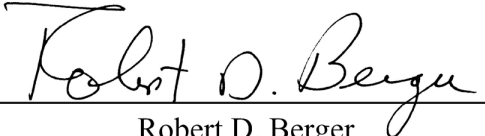




**The relief described hereinbelow is SO ORDERED.**

**SIGNED this 7th day of August, 2017.**

  
Robert D. Berger  
United States Bankruptcy Judge

**IN THE UNITED STATES BANKRUPTCY COURT  
DISTRICT OF KANSAS**

In Re:

INTERNATIONAL BRIDGE CORPORATION,  
  
Debtor.

Case Number 15-20951 (RDB)  
Chapter 11

**ORDER GRANTING DEBTOR'S FOURTH MOTION FOR USE OF CASH  
COLLATERAL AND REQUEST FOR RELATED RELIEF  
DETERMINING ADEQUATE PROTECTION**

ON the Debtor's Fourth Motion for Interim Use of Cash Collateral and Request for Related Relief Determining Adequate Protection (the "**Cash Collateral Motion**"), asking the Court for an Order authorizing the Debtor's use of cash collateral pursuant to 11 U.S.C. § 363(a), and requesting a determination by the Court that the Internal Revenue Service is adequately protected pursuant to 11 U.S.C. §§ 361 and 363, the Court finds as follows:

**NATURE OF THE CASE AND JURISDICTION**

1. On May 7, 2015 (the "**Filing Date**"), the Debtor filed a Voluntary Petition for relief under Chapter 11 of the Bankruptcy Code.

2. The Debtor is maintaining its business as a contractor in the South Pacific, particularly Guam, and the Northern Marianas Islands pursuant to §§ 1107(a) and 1108 of the Bankruptcy Code.

3. The Court has jurisdiction over this Motion under 28 U.S.C. §§ 157 and 1334, and venue is proper herein under 28 U.S.C. §§ 1408 and 1409.

4. The Debtor requests authority to use cash collateral generated post-Petition, which is comprised of accounts receivable due from General Pacific Services, LLC (“**GPS**”), and General Pacific Services Marianas, LLC (“**GPSM**”), and a determination by the Court that no further adequate protection is necessary at this time, other than what is already being paid under previous Court Order.

5. Pursuant to Fed. Bankr. R. 4001(b)(B):

A. The Debtor, TOA Corporation (“**TOA**”), Leidos, Inc., parent of Leidos Constructors, LLC, f/k/a SAIC Constructors, LLC (“**Leidos**”), the Government of Guam, Department of Revenue and Taxation (“**Guam**”), and the Internal Revenue Service (“**IRS**”) may claim an interest in the cash collateral;

B. The purpose for the use of the cash collateral is miscellaneous operating costs, the payment of income to the Debtor’s employees, payment of attorneys’ fees, and for payment of the United States Trustee’s assessments and other expenses in this Chapter 11 proceeding;

C. The cash collateral will be utilized on an interim, but ongoing basis, with extensions to this Motion filed every 180 days, or other period as the Court orders; and

D. The Debtor will grant a continuing and replacement lien in accounts receivable created post-Petition. However, no further adequate protection will be provided.

6. As the Court is aware, the Debtor is an Ohio corporation previously engaged in the construction business, primarily building government projects in the South Pacific and Guam. It has constructed a high school for CaPFA on the island of Guam, and most recently the Kilo Wharf Extension for the Department of the Navy at the Commander Naval Regional Marianas, main Base, Guam (the “**Wharf Project**”). The Debtor is no longer currently seeking construction projects due to the lien of the IRS. Its main business at the time of filing was fulfilling a service and maintenance contract for the John F. Kennedy High School on the island of Guam (the “**JFK Contract**”). The Debtor managed the contract and subcontracted with GPS to perform the maintenance. The Debtor collected a 10% fee for facilitating the services. The remainder collected from CaPFA is paid to GPS. By Court Order, the JFK Contract was assigned to GPS on February 9, 2016 (Doc. 134), with the Debtor continuing to receive the 10% fee.

7. On April 25, 2016, the Debtor entered into an Equipment Lease Agreement with GPSM to lease certain of its equipment located in Guam and the Northern Marianas Islands.

8. On May 4, 2017, the Court entered an Order approving the settlement with TOA on the Wharf Project, whereby the Debtor will receive \$1,472,383.54. The Debtor and TOA have been working since the settlement was signed to get these funds paid over by the Navy. However, they have not been paid as of yet.

9. The Debtor is still considering its options with regard to closing of the case, and will need time to prepare and file pleadings necessary to complete the case.

10. The Debtor has an immediate and critical need to use cash collateral in order to preserve and protect the value of its assets, and requests the use of cash collateral pursuant to § 363 of the Bankruptcy Code. The Debtor has no source of income other than from the operation of its business.

11. The Debtor will require the use of cash collateral in order to conduct its day-to-day operations including, but not limited to, the payment of expenses, payment for the purchase

of supplies and other various overhead expenses, payment of income to its employees, payment of attorneys' fees, and for payment of the United States Trustee's assessments and other expenses in the Chapter 11 proceeding. Without the continued use of cash collateral during the pendency of this Chapter 11 proceeding in accordance with the terms of an Interim Order entered by this Court, the Debtor's estate and creditors will suffer immediate and irreparable harm.

12. If allowed to use the cash collateral for its operating needs, the Debtor should not require any additional post-Petition financing, nor should it incur further indebtedness during the pendency of this case.

13. The Debtor proposes to use cash collateral pursuant to this Motion on an interim, but likely ongoing basis, and will file additional motions extending the use of cash collateral every 180 days, or on another term as established by the Court.

14. The relief requested in this Motion is essential for the operation of the Debtor's business and the management and preservation of the Property.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Debtor is hereby granted authority to use cash collateral through **September 30, 2017**, to continue its business operations pursuant to the itemized budget attached to its Cash Collateral Motion.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Debtor is not obligated to provide additional adequate protection at this time, except that which was previously ordered to be paid to the IRS in the amount of \$2,000.00 per month (Doc. 28 and Doc. 133).

IT IS SO ORDERED.

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Prepared, Submitted, and Approved,

**STEVENS & BRAND, LLP**

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