

**UNITED STATES BANKRUPTCY COURT  
MIDDLE DISTRICT OF FLORIDA  
ORLANDO DIVISION**

**In re:**

**LIGHTHOUSE IMPORTS, LLC,**

**Debtor.**

**Chapter 11**

**Case No. 12-bk-14459-KSJ**

**FINAL ORDER AUTHORIZING THE DEBTOR TO OBTAIN POST-PETITION FINANCING, AUTHORIZING THE DEBTOR'S USE OF CASH COLLATERAL, NUNC PRO TUNC TO THE PETITION DATE, GRANTING POST-PETITION LIENS, MODIFYING AUTOMATIC STAY, AND GRANTING RELATED RELIEF**

This matter came before the Court pursuant to the Emergency Motion for Order authorizing the Debtor to Obtain Post-Petition Financing and Authorizing Use of Cash Collateral with World Omni Financial Corp. (“**WOFCO**”) [Docket No. #12] (the “**Motion**”) filed by Lighthouse Imports, LLC (the “**Debtor**”). In the Motion, and pursuant to Sections 363 and 364 of Title 11 of the United States Bankruptcy Code, 11 U.S.C. §§101, *et seq.* (the “**Bankruptcy Code**”), the Debtor requests authority to obtain post-petition financing and to use certain cash and cash equivalents which are “cash collateral” security for repayment of certain obligations owing to WOFCO. As described in the Motion, this agreed form of Order is submitted to the Court by the Debtor and WOFCO.

On November 28, 2012 at 2:00 p.m., the Court conducted a hearing (the “**Hearing**”) with respect to the Motion, the Debtor’s request to obtain post-petition financing in the form of floor plan financing, as well as post-petition financing in the form of a credit facility (the “**Credit Facility**”) in the amount of \$750,000.00, and the Debtor’s final use of cash collateral. At the Hearing, WOFCO agreed to provide post-petition financing commonly known as motor vehicle floor plan financing similar to the financing provided to the Debtor on the pre-petition basis and further consented to the Debtor’s final use of cash collateral only under the terms and conditions of this Final Order and as set forth in the Credit Facility. WOFCO further agreed to provide

financing under the Credit Facility, only upon the terms and conditions contained in the Credit Facility. Based upon the Motion, the arguments and presentations of the parties at the Hearing, and good and sufficient cause appearing therefor,

**THE COURT FINDS AND CONCLUDES** as follows:

A. On October 24, 2012 (the **“Filing Date”**), the Debtor filed its voluntary petition for relief with this Court under Chapter 11 of the Bankruptcy Code (the **“Bankruptcy Case”**). The Debtor is continuing in possession of its property, and operating and managing its business, as debtor-in-possession, pursuant to Bankruptcy Code §§1107 and 1108.

B. This Court has jurisdiction over the Bankruptcy Case and the Motion pursuant to 28 U.S.C. §§157(b) and 1334. The Motion presents a core proceeding as defined in 28 U.S.C. §157(b)(2).

C. The Debtor owns certain personal property assets (the **“Assets”**) related to the operation of a franchised Toyota motor vehicle dealership (the **“Store”**).

D. The Debtor is obligated on loans owing to WOFCO and identified as follows (the **“WOFCO Loans”**): (i) Loan Agreement dated September 11, 2007 (as amended the **“Capital Loan Agreement”**) pursuant to which WOFCO made a loan to the Debtor in the original principal amount of \$6,000,000 (the **“Capital Loan”**); (ii) Wholesale Floor Plan Security Agreement dated September 11, 2007 (as amended the **“Floor Plan Loan Agreement”**), pursuant to which WOFCO finances the acquisition of certain vehicle inventory for the Debtor; and (iii) Loan Agreement dated September 11, 2007 (as amended the **“Mortgage Loan Agreement”**), pursuant to which WOFCO made a mortgage loan to LHT Real Estate, LLC (**“LHT”**), an entity affiliated with the Debtor (and the owner of the real estate upon which the Debtor conducts its business), in the original principal amount of \$14,500,000 (the **“Mortgage Loan”**). The WOFCO Loans are all cross defaulted and cross collateralized with each other pursuant to a Cross Default and Cross Collateralization Agreement dated September 11, 2007 among WOFCO, the Debtor and LHT.

E. The Capital Loan Agreement, the Floor Plan Loan Agreement, the Mortgage Loan Agreement and all other documents, instruments and notes that evidence, document, secure or relate to the WOFCO Loans are referred to collectively herein as the “**WOFCO Loan Documents.**”

F. The Debtor acknowledges and confirms the following with respect to its obligations under the WOFCO Loan Documents:

1. Computed as of October 1, 2012, the Debtor is currently obligated to WOFCO in an aggregate amount in excess of \$22,790,157.74, plus certain other fees, prepayment premiums and costs (including other attorneys’ fees and costs) and other amounts owing under the WOFCO Loan Documents. (All amounts and obligations owing under the WOFCO Loan Documents are referred to herein collectively as the “**Obligations.**”)

2. As security for performance of the Obligations, WOFCO holds valid, perfected, and enforceable first priority security interests and liens in and upon the Assets of the Debtor and such other collateral described in the WOFCO Loan Documents (the Assets and such other collateral are collectively referred to herein as the “**WOFCO Collateral**”). The WOFCO Collateral includes, among other things, all proceeds and other revenues that relate to or arise out of the use, sale or other disposition of the Assets or that arise out of the operation of the Store. The Loans are fully cross-collateralized and cross-defaulted, so that all of the WOFCO Collateral is security for all of the Obligations, and a default under any of the WOFCO Loans is a default under all of them.

G. The Debtor acknowledges and agrees that (a) the Debtor is currently in default of certain of the Obligations under the WOFCO Loan Documents, (b) all of the amounts owing to WOFCO pursuant to the WOFCO Loan Documents are legal, binding and enforceable obligations of the Debtor, and are not subject to any offset, defense, claim, counterclaim or any other diminution of any kind whatsoever; (c) the WOFCO Loan Documents are valid and enforceable against the Debtor and its affiliates in accordance with their terms, are not subject to

any offset, defense, claim, counterclaim or diminution of any kind whatsoever, and are not subject to avoidance pursuant to applicable state or federal law (including the Bankruptcy Code); (d) the liens and security interests of WOFCO in, to and against all of the WOFCO Collateral are valid, enforceable and properly perfected, and are not subject to avoidance under applicable state or federal law (including the Bankruptcy Code); and (e) there are no existing claims or causes of action of the Debtor, including, but not limited to, claims for breach of contract or any other damages or liabilities, whether liquidated or unliquidated, direct or indirect, and whether arising under state or federal law (including the Bankruptcy Code) against WOFCO or any of its officers, directors, agents, employees or affiliated entities, arising from the business relationships between the Debtor on the one hand and WOFCO on the other hand.

H An immediate and ongoing need exists for the Debtor to obtain financing in order to be able to purchase new and used motor vehicles in order to maximize the value of the Debtor's assets and to facilitate a sale of the Debtor's assets. The Debtor is unable to obtain financing in the form of unsecured credit allowable under 11 U.S.C. § 503(b)(1) as an administrative expense or solely in exchange for the grant of a superpriority administrative expense priority pursuant to 11 U.S.C. § 364(c)(1); and other than the financing from WOFCO, the Debtor is unable to obtain financing in the form of credit secured by property that is not otherwise subject to existing liens or that are junior to existing liens on property of the Debtor's estates pursuant to 11 U.S.C. §§ 364(c)(2) and (c)(3). Therefore, good and sufficient cause exists in support of entry of this Final Order

I. The Debtor and the CRO (as defined in paragraph 23 below) prepared a fourteen week budget which will remain in effect until the next hearing scheduled for **February 6, 2013 at 11:00 AM** eastern time, a copy of which was submitted to the Court as Exhibit "1" to the Motion at the Hearing (the "**Budget**"), setting forth, *inter alia*, the Debtor's projected cash

expenditures and receipts on a weekly basis. The Budget was relied upon by WOFCO in determining to continue financing the Debtor's purchase of vehicles under the Floor Plan Loan Agreement with the Debtor. The Budget was additionally relied upon by WOFCO in its determination to extend financing to the Debtor under the Credit Facility. WOFCO has only agreed to provide continuing financing for the period from November 28, 2012 to the next hearing date which is scheduled for February 6, 2013.

J. The Debtor requested that WOFCO extend credit based upon the Budget, and WOFCO is willing to provide such credit, upon the terms and conditions set forth in the Floor Plan Loan Agreement and this Final Order and the Credit Facility. The Debtor has requested that WOFCO consent to the use of cash collateral based upon the Budget, and WOFCO is willing to consent to same subject to the terms and conditions set forth in this Final Order.

K. The Debtor additionally requested that WOFCO extend additional credit based upon the Budget, and WOFCO is willing to provide such credit, upon the terms and conditions set forth in the Credit Facility and this Final Order.

L. The terms of the Floor Plan Loan Agreement and Credit Facility authorized by this Final Order are fair and reasonable, reflect the Debtor's exercise of prudent business judgment, and are supported by reasonably equivalent value and fair consideration.

M. The Floor Plan Loan Agreement, Credit Facility and any other financing documents have been negotiated in good faith and at arms length between the Debtor and WOFCO. All loans, advances and other extensions of credit made by WOFCO to the Debtor pursuant to the Credit Facility, the Floor Plan Loan Agreement and this Final Order shall be deemed to have been made in good faith and, therefore, WOFCO is afforded the protections under 11 U.S.C. § 364(e).

N. The WOFCO Collateral includes proceeds from the sales of inventory, profits and other revenues related to the Assets or arising out of the operation of the Store and other cash and cash equivalent proceeds, which are “cash collateral” within the meaning of Bankruptcy Code §363(a). The WOFCO Collateral that constitutes cash collateral is referred to herein as the “**Cash Collateral.**” The Cash Collateral also secures performance of the Obligations owing from the Debtor to WOFCO.

O. To the extent allowable by Bankruptcy Code §506(b), interest continues to accrue on the Obligations at the rates of interest set forth in the WOFCO Loan Documents.

P. The Debtor has requested that WOFCO consent to its use of Cash Collateral, and the Debtor has undertaken arms-length negotiations with WOFCO, regarding its limited use of Cash Collateral. WOFCO is willing to allow the Debtor the limited use of Cash Collateral for a period through the date of the continued hearing scheduled for February 6, 2013 but in no event later than February 10, 2013.

Q. The terms and conditions for the use of Cash Collateral pursuant to this Final Order are fair and reasonable, were negotiated by the parties in good faith at arms-length, and the parties otherwise acted in good faith. The terms and conditions contained in this Final Order are the best available under present market conditions and the financial circumstances of the Debtor.

R. Based on the record before this Court, it appears that there is good cause for the Court to authorize the Debtor’s use of Cash Collateral pending further hearing under the terms and conditions stated herein. Among other things, entry of this Order will facilitate the Debtor’s efforts to have an orderly reorganization or sale of its assets, and is in the best interest of the Debtor, its creditors and other parties in interest.

S. Except to the extent specifically provided herein, WOFCO has not consented to any other or further use of the Cash Collateral by the Debtor for any purpose.

T. With respect to any lien (statutory, judicial or otherwise), including, without limitation, any liens arising in, relating to, or in connection with any taxes owed by, or assessed

against, the Debtor or its assets or property of the estate ,including, without limitation, any sales and/or use tax, any payroll tax, or other tax assessed by, or owed to, any local, municipal, state or government taxing authority, as well as any judgment lien or other lien recorded against the Debtor, its assets, or property of the estate in the public or other records of any municipality, county or state, which will be primed by WOFCO’s claim under 11 U.S.C. § 364(c)(2) and (d)(1) (the “**Super Priority Liens**”) and liens securing the WOFCO indebtedness granted hereunder, the Debtor has demonstrated, within the meaning of Bankruptcy Code Sections 361, 364 and 506, that (a) any such lien will be adequate protected; (b) such lien is avoidable under Chapter 5 of the Bankruptcy Code; (c) such lienholder has consented to being primed and/or (d) such lien is not secured.

U. The Debtor has provided notice of the Motion and the Hearing to the Office of the United States Trustee, to WOFCO, to all other creditors known to the Debtor who may have or assert liens, security interests or other charges or interests against the Debtor’s Assets, to all of the Debtor’s landlords and mortgagees, to the Debtor’s twenty largest unsecured creditors, to any other party or counsel that has filed a request for notices with this Court, and to counsel for any statutory committee of unsecured creditors or other committee appointed pursuant to Bankruptcy Code §1102 (the “**Rule 4001 Recipients**”). As a result, notice that is proper and sufficient under the exigent circumstances of the Motion and the relief granted in this Final Order has been given pursuant to Bankruptcy Code §§102(1) and 363(c), and Bankruptcy Rules 2002 and 4001(b).

V. The Debtor has requested immediate entry of this Final Order pursuant to Bankruptcy Rule 4001(b)(2). The immediate relief granted herein is necessary to avoid irreparable harm to the Debtor and its estate. This Court concludes that approval under this Final Order is in the best interests of the Debtor’s estate and creditors.

W. Each of the foregoing findings by the Court will be deemed a finding of fact if and to the full extent that it makes and contains factual findings and a conclusion of law if and to the full extent that it makes legal conclusions.

Based on the foregoing, and the entire record before the Court, and good cause appearing,

**IT IS HEREBY ORDERED** as follows:

1. The Motion is granted.
2. The cash collateral authorization, the Debtor's obligations, the access to records and premises, the granting of the replacement lien, the requirement for insurance provisions are all more fully set forth in the provisions below.
3. The paragraphs contained in the foregoing preamble and findings and conclusions are incorporated by reference in this Final Order, and the Debtor and WOFCO consent and stipulate to the facts contained in such preamble and findings and to the entry of this Final Order.
4. The terms and conditions of the Floor Plan Loan Agreement are ratified, adopted and approved.
5. The terms and conditions of the Credit Facility are ratified, adopted and approved.
6. The Debtor, and, if applicable, WOFCO, is authorized (i) to execute, deliver and perform all financing and the other documents and agreements referred to herein or requested by WOFCO that give effect to (and are not inconsistent with) the terms of the Credit Facility and this Final Order; (ii) to obtain post-petition loans, advances and other extensions of credit from WOFCO from time to time pursuant to this Final Order in accordance with the Budget, Credit Facility, and Floor Plan Loan Agreement (all such post-petition loans, advances and extensions of credit, collectively, the “**Loans**”), and to incur any and all liabilities and obligations thereunder and to pay all interest, fees and other costs as described in the Floor Plan Loan Agreement and Credit Facility, and other obligations provided for therein, and (iii) to pay and perform all obligations, covenants, and agreements in accordance with the terms of this Final Order.



7. All Loans made by WOFCO to the Debtor after the Filing Date and prior to, on or after the date of this Final Order, together with all interest, fees (including legal fees) and all other obligations, sums and charges at any time or from time to time payable by the Debtor in connection therewith (collectively, the “**Post-Petition Debt**”), shall be secured by: (i) a claim, in accordance with Bankruptcy Code Section 364(c)(1) having priority over any or all administrative expenses of the kind specified in, among other sections, 11 U.S.C. §§ 105, 326, 328, 330, 331, 503(b), 506(c), 507(a), 507(b) and 726 (the “**Super-Priority Administrative Claims**”), and (ii) first priority liens and security interests, in all of the Debtor’s property, including, without limitation, property of the estate within the meaning of section 541(a) of the Bankruptcy Code (excluding proceeds from actions pursuant to Chapter 5 of the Bankruptcy Code), all of Debtor’s existing and future acquired property and interests of any nature whatsoever, real and personal, tangible and intangible, including without limitation, cash, accounts receivable, general intangibles, payment intangibles, patents, trademarks and other intellectual property rights, supporting obligations, investment property, commercial tort claims, inventory, rolling stock, machinery, equipment, subsidiary capital stock, chattel paper, documents, instruments, deposit accounts, reserve accounts, contract rights, and tax refunds of the Debtor (collectively, the “**Collateral**”).

8. In no event shall any person or entity who pays (or, through the extension of credit to the Debtor, causes to be paid) any of the Post-Petition Debt be subrogated, in whole or in part, to any rights, remedies, claims, privileges, liens, or security interests granted to or in favor of, or conferred upon, WOFCO by the terms of this Final Order, until such time as all of the Post-Petition Debt is paid in full in cash. Wherever in this Final Order reference is made to any property or assets of the Debtor, such reference shall be understood to mean all property of the estate of the Debtor created pursuant to 11 U.S.C. § 541 but shall not include actions for the benefit of the Debtor’s estates under Chapter 5 of the Bankruptcy Code or the proceeds thereof.

In addition, in no event shall any lien or security interest granted to WOFCO by the terms of this Final Order, be subject to any pre-petition or post-petition lien or security interest that is avoided and preserved for the benefit of the Debtor's estate under 11 U.S.C. § 551.

9. The term of the Floor Plan Loan Agreement and Credit Facility authorized by this Final Order shall be for a period commencing on the date hereof and shall continue in full force and effect for a term ending on the earliest occurrence of any of the Termination Events as set forth herein.

10. The Debtor shall concurrently herewith or hereafter, as requested by WOFCO, execute and deliver to WOFCO all such documents as WOFCO may request to effectuate, evidence, confirm, validate, or perfect WOFCO's liens on and security interests in the Collateral as provided for herein. WOFCO shall not be required to file any UCC-1 financing statements, mortgages or any other document, or take any other action (including possession of any of the Collateral) in order to validate or perfect the liens and security interests granted to WOFCO hereunder, as all such liens and security interests shall be deemed automatically perfected by and upon entry of this Final Order. If WOFCO shall, in its sole discretion, choose to file such UCC-1 financing statements (or amendments to or continuations of any existing financing statements), mortgages and otherwise confirm perfection of such liens and security interests or otherwise, all such financing statements, mortgage or similar instruments shall be deemed to have been filed or recorded at the time and on the date of entry of this Final Order. WOFCO may, in its discretion, file a certified copy of this Final Order in any filing or recording office in any jurisdiction in which the Debtor have or maintain any Collateral or an office.

11. Proceeds of the Floor Plan Loan Agreement shall be used solely for the purchase of new and used motor vehicles for sale in the ordinary course of business of the Debtor.

12. Proceeds of the Credit Facility shall be used solely in accordance with the

Budget or as agreed in writing by WOFCO, and advances shall be only with the express prior approval of WOFCO in each instance.

13. All loans or advances by WOFCO are made in reliance on this Final Order, the Credit Facility and the Floor Plan Loan Agreement, and the Debtor shall not, except to the extent provided herein and in the Agreement, (a) seek at any time prior to the termination or non-renewal by WOFCO, authority to sell, lease, or otherwise dispose of property of any of the Debtor's estate, out of the ordinary course of business, in which WOFCO has a lien, unless permitted herein, or (ii) WOFCO shall have given its express prior written consent thereto (no such consent being implied from any other action, inaction, or acquiescence by WOFCO); (b) use cash collateral, at any time after the termination or non-renewal by WOFCO, unless WOFCO shall have given its express prior written consent thereto (no such consent being implied from any other action, inaction, or acquiescence by WOFCO); or (c) at any time after the termination or non-renewal by WOFCO seek any order which authorizes the obtaining of credit or the incurring of indebtedness under 11 U.S.C. § 364 secured by a lien or security interest which is equal or senior to a lien or security interest in property that WOFCO holds, including, without limitation, the Super-Priority Liens, or in consideration for an administrative claim equal or senior to the super priority administrative claim afforded WOFCO hereunder, including, without limitation, any Super-Priority Administrative Claim, unless, in each instance (i) WOFCO shall have given its express prior written consent thereto (no such consent being implied from any other action, inaction, or acquiescence by WOFCO), or (ii) such other order requires that the Post-Petition Debt shall first be immediately and indefeasibly paid in full in cash, including all debts and obligations of the Debtor to WOFCO which arise or result from the loans and liens in the Collateral authorized herein. The liens and security interests granted to or for the benefit of WOFCO hereunder and the rights of WOFCO pursuant to this Final Order with respect to the

Obligations and the Collateral are cumulative and shall not be altered, modified, extended, impaired, or affected by any plan of reorganization of the Debtor.

14. No plan of reorganization or sale of a substantial portion of the assets of the Debtor that does not provide for the payment in full in cash to WOFCO of the Post-Petition Debt shall be proposed by the Debtor or any insider of the Debtor without WOFCO's express prior written consent thereto, no such consent being implied from any other action, inaction, or acquiescence. The provisions of this Final Order shall be binding upon the Debtor, its estate and its respective successors and assigns, including, without limitation, any Chapter 11 Trustee appointed in this Chapter 11 case or any Chapter 7 Trustee appointed in this case in the event that this case is subsequently converted.

15. For so long as any Post-Petition Debt remains outstanding, other than for liens on trade-in vehicles which are to be satisfied immediately thereafter, the Debtor shall not, directly or indirectly, create, incur, assume, or permit to exist any security interest, encumbrances, lien, or other security arrangement of any kind, on or with respect to any of the Collateral, or take or fail to take any action which would grant or create a lien in favor of any person in such assets.

16. Consistent with 11 U.S.C. § 364(e), if any or all of the provisions of this Final Order are hereafter modified, vacated, or stayed:

i. such stay, modification, or vacation shall not affect (i) the validity of any obligation, indebtedness, liability, or lien granted or incurred by the Debtor to or in favor of WOFCO prior to the effective date of such stay, modification, or vacation and notice thereof to WOFCO or (ii) the validity, enforceability, or priority of any lien, priority, or right authorized or created under the original provisions of this Final Order; and

ii. any indebtedness, obligation or liability incurred by the Debtor to WOFCO under the Floor Plan Loan Agreement or Credit Facility prior to the effective date and

notice thereof to WOFCO of such stay, modification, or vacation shall be governed in all respects by the original provisions of this Final Order, and WOFCO shall be entitled to all the rights, remedies, privileges, and benefits, including the liens, security interests, and priorities granted herein, with respect to any such indebtedness, obligation, or liability. All Loans made pursuant to the Floor Plan Loan Agreement and Credit Facility are made in reliance upon this Final Order, and, therefore, the indebtedness resulting from such Loans prior to the effective date and notice thereof to WOFCO of any stay, modification or vacation of this Final Order cannot (i) be subordinated, (ii) lose its lien priority or (iii) be deprived of the benefit of the status of the liens and claims granted to WOFCO under this Final Order as a result of any subsequent order in this case, or in any superseding case.

17. Until all Post-Petition Debt shall have been indefeasibly paid and satisfied in full in cash and without further order of the Court and except as otherwise provided in this Final Order, (a) no party in interest shall foreclose or otherwise seek to enforce any lien junior or subordinate to WOFCO's liens on and security interests in the Collateral or other right such other party may have in and to any Collateral, and (b) WOFCO shall have exclusive control over the nature, timing and scope of any right, remedy or other action it may elect, in its sole discretion, to exercise in respect of the Collateral following the occurrence of a Termination Event hereunder; provided, however, that none of the foregoing shall be construed to prohibit any other party-in-interest having standing to do so to seek adequate protection of its interest in any of the Collateral.

18. This Court shall retain exclusive jurisdiction to hear and resolve any disputes and enter any orders required by the provisions of this Final Order, the Floor Plan Loan Agreement and any other loan documents.

19. The Debtor may use Cash Collateral only as provided in this Final Order. If the Debtor fails to comply with the terms and conditions of this Final Order, and if WOFCO objects to any subsequent use of the Cash Collateral, then the Debtor's authorization to use the Cash Collateral for any purpose is terminated under the terms of this Final Order.

20. The Debtor's use of Cash Collateral is limited to payment of the authorized expenses contained in the Budget. The Debtor is hereby authorized to use the Cash Collateral only to pay the ordinary and necessary operating expenses of the Debtor listed in the Budget (with a no more than 10% cumulative variance in each line item of the Budget during the period covered by this Final Order) (the "**Approved Expenses**"). Nothing in this Final Order precludes WOFCO from consenting to Debtor's request(s) for additional expenditures or other changes to the Budget. In such an event, the approved expenses shall be deemed to be included in the Budget and covered by this Final Order. Notwithstanding anything herein to the contrary, the Budget shall provide for, and the Debtor shall pay to WOFCO (a) the monthly principal and interest charges due each month on the Capital Loan; (b) the monthly interest payment on the Floorplan Loan; (c) the principal reductions required by the Floor Plan Loan Agreement at the time of the sale of any vehicle or otherwise; and (d) the rent paid by the Debtor to LHT shall be an amount no less than the amount needed to pay the principal and interest payments on the Mortgage Loan.

21. Unless extended further with the consent of WOFCO (confirmed by the entry of a further order of the Bankruptcy Court), the authorization granted to the Debtor to use Cash Collateral under this Final Order will terminate upon the earliest of: (i) the end of business on the date of the hearing that has been scheduled for February 6, 2013 but in no event later than February 10, 2013, or any later date that WOFCO agrees upon in writing; (ii) the date upon which the Debtor no longer is a Debtor-In-Possession in the Bankruptcy Case or is otherwise

limited or excluded from the management and operation of its business (through the appointment of a trustee or an examiner under the Bankruptcy Code, or through the appointment of some other type of fiduciary or custodian under federal or state law); (iii) the entry of an order (following a hearing to be scheduled at the Court's earliest convenience), in the event that WOFCO serves upon the Debtor a Notice of Termination (as defined in Paragraph 38 below); (iv) the granting of stay relief to any party that claims an interest in the WOFCO Collateral or in the WOFCO Replacement Collateral (defined below); (v) the filing by the Debtor or any other party in interest of any motion which seeks to grant to a party other than WOFCO a lien or security interest equal or senior to the liens and security interests held by WOFCO in the WOFCO Collateral and the WOFCO Replacement Collateral (defined below); (vi) the Debtor's cash flow projections demonstrate to WOFCO that there will not be sufficient cash available to operate the Debtor's business until the otherwise expiration of this Order; (vii) the Debtor ceasing to operate its business (without the consent of WOFCO); or (viii) the Debtor shall fail to submit to WOFCO a detailed plan of reorganization or a detailed term sheet that shall serve as the basis for a plan of reorganization on or before January 11, 2013 as required by Paragraph 37 below, and failing the submission of the detailed term sheet or a detailed plan of reorganization fails to consent to the sale procedures set forth below (each of the forgoing (i) - (viii) shall be referred to as a "**Termination Event**"). Notwithstanding any such Termination Event, the rights, claims, security interests, liens and priorities of WOFCO with respect to all transactions that occur prior to the occurrence of such Termination Event, including, without limitation, all liens and priority claims approved by this Final Order, will remain unimpaired and unaffected by any such Termination Event, will survive any such Termination Event, and will be binding upon any and all successors-in-interest to the Debtor, including any trustee that may be appointed in the Bankruptcy Case.

22. The Debtor shall provide a detailed plan of reorganization or a detailed term sheet that shall serve as the basis for a plan of reorganization to WOFCO on or before January 11,

2013 (the “**Plan Deadline**”). Effective immediately, Joseph G. Luzinski, as Chief Restructuring Officer (“**CRO**”) of the Debtor, shall market the Debtor’s business and Assets for sale (subject to Court approval under 11 U.S.C. § 363(b)) and the Debtor shall cooperate in full with the marketing and sale of the business and Assets (and in connection therewith, shall provide such assistance, information, documents and access to the Debtor's premises as this CRO shall determine from time to time); *provided, however*, that no motion shall be filed seeking a sale of substantially all of the Debtor’s Assets before the Plan Deadline. In the event that the Debtor fails to submit a plan of reorganization or term sheet as detailed above on or before the Plan Deadline, and fails thereafter to fully cooperate with the CRO in effecting the sale of the dealership's assets, that failure shall constitute a Termination Event as provided in Paragraph 21 above.

23. The CRO is authorized to immediately market for sale the business and Assets of the Debtor. The CRO is authorized to identify, contact, and engage in discussions and negotiations with potential purchasers and provide information and documentation regarding the Debtor and its business, operations and Assets to potential purchasers. The CRO shall cooperate and work with WOFCO and WOFCO’s designees in connection with the marketing and sale of the business and Assets of the Debtor, and shall provide all information in connection therewith that as requested by WOFCO. The CRO shall promptly obtain and compile a complete set of historical and current information, records, agreements and documentation regarding the business, operations and Assets of the Debtor (the “**Due Diligence Information**”). The CRO shall ensure that all prospective purchasers have prompt and complete access to the Due Diligence Information and the Debtor's premises, subject to standard confidentiality agreements. The CRO shall be responsible for negotiating with potential purchasers and shall have and exercise exclusive corporate authority of the Debtor to make all decisions on the Debtor's behalf



with regard to the marketing and sales process. At the request of WOFCO, the CRO shall inform WOFCO of and provide WOFCO with the opportunity to participate in negotiations and discussions with prospective purchasers. The Debtor and each of the Debtor's equity holders, officers and directors (i) shall have an affirmative obligation to fully cooperate with the CRO and WOFCO in connection with the marketing and sale of the business and Assets of the Debtor, and (ii) shall afford the CRO and WOFCO access to all information necessary or appropriate to discharge this obligation. The terms and conditions of the sale of the business and Assets of the Debtor, and the selection of any "stalking horse bidder" or other person or entity to purchase the business and Assets of the Debtor, shall be subject to the prior approval of WOFCO.

24. In the event that any plan of reorganization submitted by the Debtor on or prior to the Plan Deadline is not acceptable to WOFCO, in its sole discretion, the Debtor or the CRO shall promptly file a motion to sell substantially all of its assets pursuant to 11 U.S.C. § 363(b). The Debtor's equity holders, officers and directors shall not object to or otherwise interfere with the sales process. In the event of any material adverse change with respect to the condition (financial or otherwise), business, operations, assets, liabilities, management or prospects of Borrower, other than the filing of the Case and the events resulting in the filing of the Case, as determined by WOFCO in its sole discretion, prior to the Plan Deadline, the Debtor, at the request of WOFCO, shall cause to be filed a motion to sell substantially all of its Assets pursuant to 11 U.S.C. § 363(b), irrespective of whether the Plan Deadline has passed.

25. Commencing on November 20, 2012 and on the twentieth (20th) day of each calendar month thereafter, the Debtor will submit monthly written reports to WOFCO that set forth in detail all of the following information and data:

(a) All revenues and other Cash Collateral generated or collected by the Debtor during the previous calendar month;

(b) All disbursements made by the Debtor during the previous calendar month;

(c) The balances of the Debtor-in-Possession Bank Accounts (defined below) and reconciliation with the balances from the previous month;

(d) Permit WOFCO to have representatives at the premises of the Dealership during all business hours, and for such representatives to hold all keys, warranty books, manufacturers' statements of origin and titles at the Dealership location during all business hours ("On-Site Representatives"). In addition, the Debtor shall permit the On-Site Representatives to conduct audits and inspections of WOFCO's collateral and all books and records of the Dealership's and Debtor's businesses, including all computer files and records, bank records and bank accounts, and make copies of the same. The Debtor will be responsible for the immediate reimbursement to WOFCO for any expenses incurred in connection with the On-Site Representative, including, but not limited to, travel, living expenses and the appropriate daily fee for services.

(e) Notify WOFCO immediately, in detail, in writing, of:

(i) Any claim that one or more of the foregoing items in Paragraph III.C.1-6 interferes with the Dealership's business operation;

(ii) Any fact or occurrence, unknown to the parties at this time, which by its happening or with the passage of time may affect the solvency and/or continued viability of the Dealership or the Debtor; or

(iii) The execution or entering into of any agreement or understanding to effect the sale, transfer, pledge or assignment of any of the ownership or equity interests in the Store or the Debtor to a third party.

(f) Limit the amount of rent and occupancy charges paid by the Store to the Debtor under the lease agreement between the Dealership and the Debtor (the "Lease") to the exact amount needed to pay the required principal and interest on the Mortgage Loan on a monthly basis, as determined by WOFCO; and

(g) An accounts payable aging.

The Debtor also will provide WOFCO with monthly financial reports, including an income statement and balance sheet, by the twentieth (20th) day following the end of each month, which shall include copies of any financial reports provided to a motor vehicle manufacturer or distributor. Moreover, the Debtor will provide to WOFCO copies of all bank statements for the Debtor-in-Possession Bank Accounts within five (5) days from the date such statements are received by the Debtor.

26. The Debtor will respond promptly to any request for accountings or other financial information from WOFCO, and the Debtor shall permit WOFCO (and its designees and representatives) to inspect the Debtor's premises, books and records, and all of the WOFCO Collateral and WOFCO Replacement Collateral (defined below) upon at least five (5) business days' notice.

27. Notwithstanding the expiration or termination of this Final Order as provided herein, the requirement of the Debtor to provide WOFCO all information described in Paragraphs 23, 25 and 26 above, and any other financial information reasonably requested by WOFCO or its attorneys or other representatives, including all such information which was required to be provided by the Debtor to WOFCO under the WOFCO Loan Documents, will continue so long as the Debtor remains as a debtor-in-possession in this case.

28. The Debtor will deposit all collections of revenues and other Cash Collateral into Debtor-in-Possession bank accounts (collectively, the "**Debtor-in-Possession Bank**

**Accounts**”). The Debtor may withdraw funds from the Debtor-in-Possession Bank Accounts only to make payments in accordance with this Final Order. The liens and security interests held by WOFCO in funds constituting Cash Collateral will continue notwithstanding deposit in the Debtor-in-Possession Bank Accounts.

29. Notwithstanding anything in Bankruptcy Code §552 to the contrary, and in addition to its liens and security interests under the existing WOFCO Loan Documents, WOFCO shall have and is hereby granted (effective and continuing without the necessity of the execution, filing and/or recordation of mortgages, deeds of trust, security agreements, pledge agreements, financing statements or otherwise), valid and perfected security interests and liens (the “**WOFCO Replacement Liens**”) in all of the Debtor’s now owned or after acquired real and personal property of the types described in the WOFCO Loan Documents, including without limitation the following types of property (whether owned or existing as of the Filing Date or thereafter acquired): (i) all inventory of new and used motor vehicles, parts and accessories; (ii) all rents, profits, and other revenues related to the Assets or arising out of the operations of the Store; (iii) all cash (whether or not deposited in the Debtor-in-Possession Bank Accounts) and cash equivalents; (iv) Debtor-in-Possession Bank Accounts; (v) accounts; (vi) chattel paper; (vii) deposit accounts; (viii) documents; (ix) equipment; (x) fixtures; (xi) general intangibles, including all trademarks, trade names, good will, and other intellectual property, (xii) goods, including accessions and goods with which such goods are commingled; (xiii) instruments; (xiv) all other inventory; (xv) investment property; (xvi) letter-of-credit rights, (xvii) payment intangibles, (xviii) promissory notes; (ix) software; and (xx) all replacements, supporting obligations, offspring, products, and proceeds of the foregoing (collectively, the “**WOFCO Replacement Collateral**”). The WOFCO Replacement Liens will be evidenced by the existing WOFCO Loan Documents and this Final Order. Notwithstanding

the foregoing, the WOFCO Replacement Collateral does not include any actions, causes of action, or proceeds thereof from claims by the Debtor's estate under sections 544, 547, 548, 549, 550, 551, or 553(b) of the Bankruptcy Code (the "**Bankruptcy Recoveries**").

30. The WOFCO Replacement Liens will secure the full amount of the Obligations owing to WOFCO. In addition, WOFCO will retain all of its existing liens and security interests, including, without limitation, the liens and security interests described above and any rights of setoff, all of which will also secure the full amount of the Obligations owing to WOFCO. The WOFCO Replacement Liens shall be senior to all other security interests, liens, and rights of setoff.

31. The WOFCO Replacement Liens in the WOFCO Replacement Collateral granted hereby shall be valid, perfected, enforceable and effective against the Debtor and its successors and assigns, including any trustee or receiver in these or any superseding Chapter 7 case, without any further action by the Debtor or WOFCO and without the execution, delivery, filing or recordation of any control agreements, promissory notes, financing statements, mortgages, security agreements or other documents. The Debtor acknowledges that WOFCO may, but is not required to, file any financing statement that may further evidence the perfection of the WOFCO Replacement Liens granted by this Final Order. The automatic stay under 11 U.S.C. §362 is hereby modified to permit WOFCO, in its sole discretion, to file this Final Order or any of the documents described above to give notice of such liens and security interests or to enter into agreements with third parties in form and substance satisfactory to WOFCO and its counsel.

32. To the extent the WOFCO Replacement Liens granted to WOFCO in this Final Order do not provide WOFCO with adequate protection of its interest in the WOFCO Collateral or WOFCO Replacement Collateral, WOFCO will have a super-priority administrative expense claim (the "**Super-Priority Claim**") under Bankruptcy Code §507(b) as necessary to compensate WOFCO fully for the use of the WOFCO Collateral or WOFCO

Replacement Collateral by the Debtor. WOFCO shall also have a Super-Priority Claim on account of all amounts loaned to the Debtor in accordance with the Credit Facility. The Super-Priority Claim of WOFCO will have priority over all administrative expenses of any kind incurred in the Bankruptcy Case, including such administrative expenses of the kinds specified in, or allowable under, Sections 105, 326, 330, 331, 503(b), 506(c), 507(a), 507(b) or 726 of the Bankruptcy Code. No costs or expenses of administration which have been or may be incurred in these proceedings, any conversion of these proceedings pursuant to Section 1112 of the Bankruptcy Code, or in any other proceeding related hereto, and no priority claims are, or will be, prior to or on a parity with the claim of WOFCO against the Debtor.

33. Nothing in this Final Order will be deemed or construed as an admission or waiver by WOFCO as to adequate protection, or any other issue in the case, and this Final Order will not constitute consent by WOFCO to the use of its Cash Collateral other than for the limited purpose and during the limited period expressly provided in this Final Order. In addition, nothing contained in this Final Order will prejudice or in any way restrict the rights of WOFCO to: (i) in the event of a Notice of Termination (defined in Paragraph 37 below) withdraw its consent to the Debtor's use of Cash Collateral and seek to obtain the Court's order prohibiting the Debtor's use of Cash Collateral; (ii) seek further relief from the automatic stay of Section 362(a) of the Bankruptcy Code; (iii) oppose confirmation of any plan of reorganization filed by the Debtor or any other party in interest; (iv) seek a dismissal of the Debtor's Bankruptcy Case; (v) seek allowance of an administrative claim or additional adequate protection in connection with the use of the WOFCO Collateral or WOFCO Replacement Collateral; (vi) oppose any motion to approve post-petition financing; or (vii) seek any other relief that WOFCO may deem necessary and appropriate under the circumstances. Moreover, nothing contained in this Final Order will be deemed to waive or diminish any rights of WOFCO under the WOFCO Loan Documents or at law.

34. Within two business (2) days after the entry of this Final Order, the Debtor will transmit by regular mail copies of this Final Order (as entered by the Court) to the Rule 4001

Recipients.

35. The provisions of this Final Order will be binding upon and inure to the benefit of WOFCO and the Debtor and its respective successors and assigns, including but not limited to any trustee in bankruptcy hereinafter appointed as a representative of the Debtor's estate. The Debtor may not object to, challenge, or seek to avoid the amount, validity, or enforceability of the Obligations or WOFCO's liens (including, without limitation, the WOFCO Replacement Liens) in the WOFCO Collateral or WOFCO Replacement Collateral. No later than the date sixty (60) days from the service of this Final Order on the Motion upon the Rule 4001 Recipients (the "**Lookback Period**"), any party in interest (including any trustee or statutory committee appointed in the case, but not including the Debtor) may object to, challenge, or seek to avoid the amount, validity, or enforceability of the WOFCO Loan Documents, the Obligations, or WOFCO's liens and security interests in the WOFCO Collateral. If no such action, objection or other challenge is commenced through an appropriate contested matter or adversary proceeding by a party in interest within the Lookback Period, then the Obligations owing from the Debtor to WOFCO under the WOFCO Loan Documents will be deemed and adjudicated finally and indefeasibly as valid and enforceable, and the liens and security interests of WOFCO (including, without limitation, the WOFCO Replacement Liens) in the WOFCO Collateral (including, without limitation, the Cash Collateral) will be deemed and adjudicated finally and indefeasibly as valid, enforceable, unavoidable and perfected.

36. Any of the requirements of this Final Order may be waived or modified by WOFCO and the Debtor jointly in writing.

37. If the Debtor fails to comply with any of the terms and conditions of this Final Order, WOFCO may serve upon the Debtor and the other Rule 4001 Recipients a Notice of Termination of Consent to Use of Cash Collateral (the "**Notice of Termination**"). Immediately upon the entry of an order (after notice and a hearing to be held at the Court's earliest convenience) terminating use of Cash Collateral following service of the Notice of

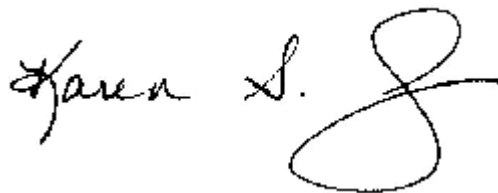
Termination, the Debtor's right to use Cash Collateral under this Final Order will be suspended. Service of the Notice of Termination upon the Debtor and upon the other Rule 4001 Recipients shall be effective: (i) immediately upon personal delivery, (ii) immediately upon electronic facsimile transmission, as evidenced by a confirmed fax transmission report, or (iii) one (1) business day after deposit with an overnight courier service.

38. No subsequent stay, modification, termination, failure to extend the term of or vacation of this Final Order shall affect, limit or modify the validity, enforceability or perfection of any lien of WOFCO in the WOFCO Collateral, including without limitation the WOFCO Replacement Lien granted to WOFCO pursuant to this Final Order.

39. This Final Order shall be effective immediately notwithstanding the provisions of Rule 4001(a)(3) of the Federal Rules of Bankruptcy Procedure.

40. The Court has and will retain jurisdiction to enforce this Final Order according to its terms. The Court will conduct a continued hearing on cash collateral on February 6, 2013 at 11:00 AM eastern time. Any party in interest objecting to the Debtor's continued use of cash collateral as requested by the Debtor shall file a written objection with the United States Bankruptcy Court Clerk for the Middle District of Florida-Orlando Division no later than 4:00 p.m. (eastern time) on January 28, 2013, which objections shall be served so that the same are received by the Court, the United States Trustee, counsel to the Debtor and counsel to WOFCO on or before such date and time.

**DONE and ORDERED** on December 27, 2012.

A handwritten signature in black ink, reading "Karen S. Jennemann". The signature is written in a cursive style with a large, stylized initial "J".

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HONORABLE KAREN S. JENNEMANN  
Chief United States Bankruptcy Judge



Copies to:

Debtor: Lighthouse Imports, LLC, Attn: Howard F. Hubler, President, 2995 US Highway 1 S., St. Augustine, Florida 32086;

Debtor's Counsel: R. Scott Shuker, Esq., Latham, Shuker, Eden & Beaudine, LLP, 111 N. Magnolia Avenue, Suite 1400, Orlando, FL 32801;

Jon Kane, Esq. and Jacqueline E. Ferris, Esq., a/f Werner, TSA, LLC, 200 South Orange Ave., Ste. 800, Orlando, Florida 32801;

Flawwoods, LLC c/o Midwest Financial Services, 55 Monument Circle, Ste. 1015, Indianapolis, IN 46204-5175;

Charles M. Tatelbaum, Esq., and Steven Seward, Esq., a/f World Omni Financial Corp., One East Broward Blvd., Ste. 1010, Ft. Lauderdale, Florida 33301;

Development Specialists, Inc., Attn: Joseph J. Luzinski, 200 South Biscayne Boulevard, Suite 1818, Miami, Florida 33131-2329;

Local Rule 1007-2 parties-in-interest list; and

U.S. Trustee, 135 West Central Boulevard, Suite 620, Orlando, Florida 32801.