

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MASSACHUSETTS

In re:

PEPPERELL MILLS LIMITED
PARTNERSHIP,

Debtor.

Chapter 11
Case No. 18-11804 (JNF)

**SEVENTH INTERIM ORDER AUTHORIZING USE OF
CASH COLLATERAL AND ADEQUATE PROTECTION**

This matter came before the Court on the second *Renewed Motion by Debtor for Entry of a Seventh Interim Order Provided Adequate Protection and (1) Use of Cash Collateral, (2) Granting of Replacement Liens, (3) Scheduling a Hearing on the Further use of Cash Collateral, and (4) Additional Relief* [D.N. 124] (the “**Renewed Motion**”) of the debtor and debtor-in-possession of this bankruptcy case, Pepperell Mills Limited Partnership (the “**Debtor**”), requesting, *inter alia*, an order authorizing the use of cash collateral and granting replacement liens and other adequate protection to Massachusetts Development Finance Agency, successor by assignment to MassDevelopment New Markets CDE #1, LLC (the “**Agency**”).

This Court, having reviewed the Renewed Motion and all matters brought to the Court’s attention in the pleadings, and after due deliberation and consideration, **HEREBY MAKES THE FOLLOWING FINDINGS OF FACT AND CONCLUSIONS OF LAW:**

A. WHEREAS, on May 15, 2018 (the “**Petition Date**”), the Debtor filed a voluntary petition for relief under Chapter 11 of the United States Bankruptcy Code (the “**Bankruptcy Code**”);

B. WHEREAS, as of the date of this Seventh Interim Order, no trustee (“**Trustee**”) or official committee of unsecured creditors (the “**Committee**”) has been appointed.

C. WHEREAS, this Court has jurisdiction over this case and the Renewed Motion pursuant to 28 U.S.C. §§ 157(b) and 1334. The Renewed Motion and the relief sought by the Debtor constitute a “core” proceeding as defined in 28 U.S.C. § 157(b)(2).

D. WHEREAS, the Debtor owns the real property located at 502 Bedford Street, Fall River, Massachusetts 02720 (“**Mortgaged Property**”) and is, therefore, a single asset real estate enterprise as defined in 11 U.S.C. § 101(51B) fully subject to the requirements of 11 U.S.C. § 362(d)(3);

E. WHEREAS, prior to the Petition Date, the Debtor and MassDevelopment New Markets CDE #1, LLC (the “**MassDevelopment CDE**”) entered into certain loan arrangements (collectively, the “**Loan Arrangements**”) evidenced by, among other documents, instruments and agreements, the following (collectively, the “**Loan Documents**”): (i) that certain Loan Agreement dated as of March 18, 2008 by and between the MassDevelopment CDE and the Debtor; (ii) that certain Commercial Promissory Note dated March 18, 2008 made by the Debtor payable to the MassDevelopment CDE in the original principal amount of \$1,000,000.00 (the “**Note**”); (iii) that certain Guaranty dated March 18, 2008 executed and delivered by the Debtor to the MassDevelopment CDE pursuant to which the Debtor guaranteed to the MassDevelopment CDE the payment of a certain \$2,000,000 promissory note dated March 18, 2008 made by Griffin Manufacturing Company, Inc. (“**Griffin**”) in favor of the MassDevelopment CDE (the “**Guaranty**”); (iv) that certain Mortgage and Security Agreement dated March 18, 2008 granted by the Debtor to the MassDevelopment CDE encumbering the Mortgaged Property (the “**Mortgage**”); (v) that certain Collateral Assignment of Leases and Rents dated as of March 18, 2008 granted by the Debtor in favor of the MassDevelopment CDE encumbering the Mortgaged Property (the “**Assignment of Leases**”); (vi) that certain Side Letter

Agreement dated March 20, 2008 between the MassDevelopment CDE and the Debtor; and (vii) that certain Hazardous Substances Compliance and Indemnification Agreement dated March 18, 2008 by the Debtor and Griffin, among others, in favor of the MassDevelopment CDE. The Agency is the holder of the Loan Documents by assignment from the MassDevelopment CDE;

F. WHEREAS, the amounts due under the Loan Arrangements are secured by (i) the Mortgaged Property, together with a security interest grant encumbering all fixtures, equipment and all other tangible personal property located on or intended for use in connection with the Mortgaged Property, pursuant to the Mortgage, and (ii) the leases and rents from the Mortgaged Property pursuant to the Assignment of Leases (collectively, the “**Collateral**”);

G. WHEREAS, the Agency’s mortgage on, security interest in, and assignment of the Collateral was perfected by the recording of the Mortgage with the Bristol Registry of Deeds (the “**Registry**”) at Book 6895, Page 119 and the recording of the Assignment of Leases with the Registry at Book 6895, Page 135;

H. WHEREAS, all of the Debtor’s cash, available funds, and rents to be received, constitute the Agency’s cash Collateral and are subject to the Agency’s first priority, perfected security interest;

I. WHEREAS, the Debtor’s Budget (which is annexed hereto and incorporated herein as Exhibit A (the “**Budget**”)) indicates that the Debtor will require the use of the Agency’s cash and non-cash Collateral in order to meet the Debtor’s expenses incidental to its operations;

J. WHEREAS, the Court entered the *First Interim Order Authorizing Use of Cash Collateral and Adequate Protection* [D.N. 44] (the “**First Interim Order**”) on June 25, 2018.

K. WHEREAS, the Court entered the *Second Interim Order Authorizing Use of Cash Collateral and Adequate Protection* [D.N. 56] (the “**Second Interim Order**”) on June 29, 2018.

L. WHEREAS, the Court entered the *Third Interim Order Authorizing Use of Cash Collateral and Adequate Protection* [D.N. 67] (the “**Third Interim Order**”) on August 2, 2018.

M. WHEREAS, the Court entered the *Fourth Interim Order Authorizing Use of Cash Collateral and Adequate Protection* [D.N. 89] (the “**Fourth Interim Order**”) on October 4, 2018.

N. WHEREAS, the Court entered the *Fifth Interim Order Authorizing Use of Cash Collateral and Adequate Protection* [D.N. 115] (the “**Fifth Interim Order**”) on November 5, 2018.

O. WHEREAS, the Court entered the *Sixth Interim Order Authorizing Use of Cash Collateral and Adequate Protection* [D.N. 132] (the “**Sixth Interim Order**”) on November 21, 2018.

P. WHEREAS, on January 2, 2019, the Debtor and the Agency agreed to extend the terms of the Sixth Interim Order through and including January 31, 2019, but no formal order was entered at that time.

Q. WHEREAS, the Agency has consented to the Debtor’s use of the Agency’s cash and non-cash Collateral subject to the terms and conditions of this Seventh Interim Order and the Budget.

NOW, THEREFORE, it is hereby ORDERED as follows:

1. The Renewed Motion is granted as provided for in this Seventh Interim Order.
2. **ACKNOWLEDGMENT OF INDEBTEDNESS.** Subject to Paragraph 4 below, the Debtor hereby acknowledges and agrees that:
 - a. The Debtor is liable to the Agency for the following Pre-Petition Indebtedness as of the Petition Date (collectively hereinafter the “**Claim**”):

(i)	Principal due under the Note:	\$898,924.10
(ii)	Accrued Interest due under the Note:	\$133,631.24
(iii)	Late Fees due under the Note:	<u>\$9,040.35</u>
(iv)	Subtotal for the Note:	\$1,041,595.69
(v)	Principal due under the Guaranty:	\$ 1705965.86
(vi)	Accrued Interest due under the Guaranty:	\$272,830.18
(vii)	Late Fees due under the Guaranty:	<u>\$16,985.21</u>
(viii)	Subtotal for the Guaranty:	\$1,995,781.25
(ix)	Costs of Collection incurred by Agency	<u>\$210,367.26</u>
(x)	Total amount due on the Petition Date	\$3,247,744.20
(xi)	Such other interest accruing from and after the Petition Date under the Loan Documents, and all fees, costs, expenses, and costs of collection (including without limitation reasonable attorneys' fees) as set forth in the Loan Documents heretofore or hereafter incurred by the Agency in connection therewith, to the extent allowable pursuant to Section 506(b) the Bankruptcy Code.	

- b. The Claim is secured by a valid, perfected, and unavoidable first priority security interest in the Collateral and shall constitute an allowed secured claim to the extent provided for under the Bankruptcy Code.

The Debtor acknowledges, agrees, and understands that certain of the terms and conditions of Paragraph 2 above vary from the requirements of MBLR 4001-2(c)(2, 4) and that such terms and conditions are enforceable against the Debtor to the extent permitted in MBLR 4001-2(d).

3. **WAIVER OF CLAIMS BY THE DEBTOR.**

- a. Subject to Paragraph 4 below, the Debtor acknowledges and agrees that it has no offsets, defenses, claims, or counterclaims against the Agency, or the Agency's officers, directors, employees, attorneys, representatives, parent, affiliates, predecessors, successors, or assigns with respect to the Pre-Petition Indebtedness, or otherwise, and that if the Debtor now has, or ever did have, any offsets, defenses, claims, or counterclaims against the Agency, or its officers, directors, employees, attorneys, representatives, parent, affiliates, predecessors, successors, or assigns, whether known or unknown, at law or in equity, from the beginning of the world through this date, all of them are hereby expressly **WAIVED**, and the Debtor hereby **RELEASES** the Agency and its officers, directors, employees,

attorneys, representatives, parent, affiliates, predecessors, successors, and assigns from any liability therefor.

- b. Subject to Paragraph 4 below, upon entry of the First Interim Order as an Order of the Bankruptcy Court, any and all challenges by the Debtor (i) to the validity, sufficiency, priority, or amount of the Claim; (ii) the perfection of the Agency's security interests and liens in the Collateral; and (iii) any and all transfers received by the Agency pre-petition, including but not limited to, claims or challenges pursuant to §§506(c), 544, 547, 548, 549, 550, and 553 of the Bankruptcy Code were forever barred.

The Debtor acknowledges, agrees, and understands that certain of the terms and conditions of Paragraph 3 above vary from the requirements of MBLR 4001-2(c)(2, 4, 14) and that such terms and conditions are enforceable against the Debtor to the extent permitted in MBLR 4001-2(d).

4. **BAR DATE.** Notwithstanding the provisions of Paragraphs 2 and 3, above, any subsequently appointed Committee or Trustee, may file an objection to the amount of the Agency's Claim or file (or seek authority to file, as the case may be) a complaint on behalf of the estate under §§ 544, 547, 548, 549, 550 or 553 of the Bankruptcy Code challenging the validity, priority, or extent of the Agency's security interest in the Collateral or otherwise seeking to avoid or recover any transfers received by the Agency. Any such objection or complaint (as is applicable) shall set forth the basis for the objection or complaint, and the reason why the Claim should not be allowed in full. If no such objection or complaint (as is applicable) is filed
 - a. by the Committee on or before sixty (60) days after Bankruptcy Court approval of the retention of counsel to the Committee, or
 - b. if no such Committee has been formed, then by a Trustee on or before
 - (i) sixty (60) days after the appointment of counsel to the Trustee, or
 - (ii) sixty (60) days after the appointment of a Trustee if no counsel to the Trustee is appointed in the case,

then any and all challenges by any party to the Claim, the Agency's security interest or liens against the Collateral, or transfers received by the Agency including, but not limited to, those under §§ 506(c), 544, 547, 548, 549, 550 and 553 of the Bankruptcy Code, shall be forever barred.

The Debtor acknowledges, agrees, and understands that certain of the terms and conditions of Paragraph 4 above vary from the requirements of MBLR 4001-2(c)(2, 4) and that such terms and conditions are enforceable against the Debtor to the extent permitted in MBLR 4001-2(d).

5. **USE OF CASH COLLATERAL.**

- a. Subject to the terms and conditions of the First Interim Order, the Second Interim Order, the Third Interim Order, the Fourth Interim Order, the Fifth Interim Order, the Sixth Interim Order, and this Seventh Interim Order, the Debtor may use the Agency's cash and non-cash Collateral solely to pay its ordinary and necessary expenses as set forth on the Budget. The Debtor warrants and represents that the Budget includes all reasonable, necessary, and foreseeable expenses to be incurred in connection with this Chapter 11 case, the liquidation of the Collateral, and the wind-down of the Debtor's business for the period set forth in the Budget.
 - b. In no event shall the Debtor use any of the Agency's cash Collateral to pay any items:
 - (i) not contained in the Budget, except as approved by the Bankruptcy Court after written notice to the Agency and a hearing, or after written request to the Agency and the Agency's written approval;
 - (ii) in excess of the amount set forth in the Budget, whether by line item, category, or in the aggregate from the Petition Date;
 - (iii) in advance of the month in which such item is scheduled to be paid under the Budget; and
 - (iv) in excess of one hundred ten percent (110%) of the amount set forth in the Budget, whether by line item, category, or in the aggregate for each month.
 - c. The Debtor agrees not to knowingly or intentionally incur any administrative expenses other than as set forth in the Budget, exclusive of professional fees approved by the Bankruptcy Court pursuant to 11 U.S.C. § 330, 331, or 503(b) and fees payable pursuant to 28 U.S.C. §1930, without the prior written consent of the Agency or approval by the Bankruptcy Court after notice to the Agency and a hearing.
6. ADEQUATE PROTECTION. In consideration of and as adequate protection for any diminution in the value of the Agency's cash and non-cash Collateral:
- a. The Agency is hereby granted a security interest to the extent of any diminution in the value of the Agency's cash and non-cash Collateral in all of the Debtor's post-petition assets, including, but not limited to, accounts, inventory, equipment, general intangibles, and goods, motor vehicles, real estate, and leasehold interest as well as all products and proceeds thereof (collectively, the "**Post-Petition Collateral**"). The lien granted to the Agency herein may not be primed by any other lien or encumbrance, whether by order of the Bankruptcy Court or the passage of time. The lien and security interest granted herein are deemed effective as of the Petition Date and no further notice, filing or other act shall be required to effect such perfection. The lien and security interest granted herein shall be deemed valid and perfected notwithstanding the requirements of non-bankruptcy law with respect to perfection, and although not required of the

Agency, the automatic stay imposed by §362 of the Bankruptcy Code is hereby modified to the extent necessary for the Agency to perfect the security interest granted herein. The post-petition grant of the security interest shall be supplemental of, and in addition to, the security interest, which the Agency possesses pursuant to the Loan Documents. Notwithstanding anything contained herein, the Post-Petition Collateral shall not include any cause of action or proceeds thereof recovered pursuant to Chapter 5 of the Bankruptcy Code.

- b. The lien and security interest created herein shall continue in full force and effect until the Claim has been paid in full, including all principal and, to the extent authorized by §506(b) of the Bankruptcy Code, such interest, fees, costs, and expenses, including reasonable attorneys' fees, whether currently existing or hereafter accrued and incurred, as provided for by the Loan Documents.
- c. The lien and security interest granted and created herein and the priorities of same shall not be affected by the incurrence of indebtedness pursuant §364 of the Bankruptcy Code, or otherwise. **The Debtor acknowledges, agrees, and understands that the provisions of this subsection vary from MBLR 4001-2(c)(9).**
- d. The Debtor acknowledges and agrees that, unless otherwise agreed to and approved in writing by the Agency in its sole discretion, no expenses of administration of the Debtor's estate shall be charged pursuant to §506(c) of the Bankruptcy Code, or otherwise, against the Collateral or the Post-Petition Collateral, provided, however, that this waiver shall not be binding upon any subsequently appointed Trustee. Nothing contained in the First Interim Order, the Second Interim Order, the Third Interim Order, the Fourth Interim Order, the Fifth Interim Order, the Sixth Interim Order, or this Seventh Interim Order shall be deemed to be the consent by the Agency, whether express or implied, to any claims against the Collateral or the Post-Petition Collateral under § 506(c) of the Bankruptcy Code. **The Debtor acknowledges, agrees, and understands that the provisions of this subsection vary from MBLR 4001-2(c)(4).**
- e. If and to the extent (i) the Collateral used by the Debtor *less* (ii) the reduction in the Pre-Petition Indebtedness exceeds the value of the Post-Petition Collateral (the "**Post-Petition Shortfall**"), then the Agency shall have a claim under §503(b) of the Bankruptcy Code in the amount of the Post-Petition Shortfall which shall, pursuant to §507(b) of the Bankruptcy Code, have priority over all other claims entitled to priority under §507(a)(2), with the sole exception of quarterly fees due to the United States Trustee pursuant to 28 U.S.C. §1930.
- f. The Debtor shall maintain all necessary insurance, including, without limitation, fire, hazard, comprehensive, public liability, and workmen's compensation, and obtain such additional insurance in an amount as is appropriate for the business in which the Debtor is engaged, naming the Agency as loss payee, additional insured, and mortgagee with respect thereto. The Debtor shall provide the Agency, upon entry of the First Interim Order and thereafter upon request, with

proof of all such coverage, as well as prompt notification of any change in such coverage which may hereafter occur.

- g. Upon reasonable notice to the Debtor, the Agency shall have the right to inspect the Collateral and the Mortgaged Property, as well as the Debtor's books and records during normal business hours. Such inspection shall be conducted in a manner so as not to unreasonably interfere with the operations of the Debtor or the occupants of the Mortgaged Property.
- h. The Debtor shall maintain the Collateral in good condition and shall not permit waste to occur with respect to the Collateral.
- i. The Debtor shall pay any and all taxes, municipal charges, or other amounts accruing upon or with respect to the Collateral from and after the Petition Date if such amounts, if unpaid, would have priority over the Agency's security interest in the Collateral under applicable law.
- j. On or before the 15th of each month beginning on December 15, 2018, the Debtor shall make monthly payments to the Agency of \$7,000.00, with such payments to be applied against the Claim by the Agency in a manner consistent with the terms of the Loan Documents and the Bankruptcy Code, subject to any subsequent order of the Bankruptcy Court concerning the application of all such payments.

7. AUTOMATIC PERFECTION.

- a. The First Interim Order, the Second Interim Order, the Third Interim Order, the Fourth Interim Order, the Fifth Interim Order, the Sixth Interim Order, and this Seventh Interim Order, and the Loan Documents shall be sufficient and conclusive evidence of the priority, perfection, attachment, and validity of all of the Agency's security interests in, and liens on, the Post-Petition Collateral and the liens and security interests granted and created herein shall, by virtue of the First Interim Order, the Second Interim Order, the Third Interim Order, the Fourth Interim Order, the Fifth Interim Order, the Sixth Interim Order, and this Seventh Interim Order, constitute valid, automatically perfected and unavoidable security interests, with the priorities granted hereunder, without the necessity of creating, filing, recording, or serving any financing statements or other documents that might otherwise be required under federal or state law in any jurisdiction or the taking of any other action to validate or perfect (i) the security interests and liens granted to the Agency under the First Interim Order, the Second Interim Order, the Third Interim Order, the Fourth Interim Order, the Fifth Interim Order, the Sixth Interim Order, and this Seventh Interim Order, or (ii) the adequate protection replacement liens and security interests granted herein to the Agency, for all purposes, including, without limitation, the payment of all principal, interest, and other fees, including reasonable attorneys' fees and expenses of the Agency in connection with the Debtor's use of cash Collateral.

- b. To the extent that any applicable non-bankruptcy law otherwise would restrict the granting, scope, enforceability, attachment, or perfection of the Agency's liens and security interests authorized, ratified, or created by the First Interim Order, the Second Interim Order, the Third Interim Order, the Fourth Interim Order, the Fifth Interim Order, the Sixth Interim Order, and this Seventh Interim Order, or otherwise would impose filing or registration requirements with respect to such replacement liens, such law is hereby preempted to the maximum extent permitted by the Bankruptcy Code, otherwise applicable federal law, and the judicial power of the Bankruptcy Court.
 - c. By virtue of the terms of the First Interim Order, the Second Interim Order, the Third Interim Order, the Fourth Interim Order, the Fifth Interim Order, the Sixth Interim Order, and this Seventh Interim Order, to the extent that the Agency has filed Uniform Commercial Code financing statements, entered into control agreements, collateral access agreements, or otherwise perfected the Agency's interest in the Collateral under the name of the Debtor, such filings and other actions and agreements shall be deemed to properly perfect its liens and security interests in the Collateral under the First Interim Order, the Second Interim Order, the Third Interim Order, the Fourth Interim Order, the Fifth Interim Order, the Sixth Interim Order, and/or this Seventh Interim Order without further action by the Agency.
8. **FINANCIAL REPORTING.** The Debtor shall furnish to the Agency such financial and other information as the Agency shall reasonably request including, but not limited to the following:
- a. By Tuesday of each week, commencing February 5, 2019, a report which sets forth in reasonable detail:
 - (i) total cash receipts and other collections for the prior week;
 - (ii) a comparison of the Debtor's actual performance during the prior week with the Budget and the projections contained therein; and
 - (iii) a schedule of all outstanding checks or payments issued by the Debtor identifying the line item within the Budget to which they relate.
 - b. Any financial information and pleadings filed with this Court, which shall be served upon the Agency and its counsel within one (1) business day after such information or pleading has been filed with this Court.
 - c. Any financial information required by this Court or by the Operating Guidelines and Reporting Requirements of the United States Trustee's Office.
 - d. All other reports and financial information required by the Loan Documents or historically provided to the Agency, and any additional reports as may be reasonably requested by the Agency from time to time.

9. NOTICE. Any notice or correspondence required to be sent hereunder shall be forwarded by email at the addresses set forth below, and by overnight delivery, and shall be deemed given upon the earlier of (i) successful email transmission, or (ii) one (1) day after being deposited with a nationally recognized overnight delivery courier (FedEx, UPS, etc.), and addressed as follows:

If to the Agency: Riemer & Braunstein LLP
100 Cambridge Street, 22nd Floor
Boston, Massachusetts 02114
Attention: Jeffrey D. Ganz, Esquire
Email: jganz@riemerlaw.com

And

Attention: Mark S. Scott, Esquire
Email: msscott@riemerlaw.com

If to the Debtor: McAuliffe & Associates, P.C.
430 Lexington Street
Newton, Massachusetts 02466
Attention: John M. McAuliffe, Esquire
Email: john@jm-law.net

10. TERMINATION.

- a. The Debtor's right to use its assets, sell its inventory, and use the Agency's cash and non-cash Collateral shall terminate ("**Termination**") upon the earliest of:
- (i) February 28, 2019;
 - (ii) The Debtor's failure to maintain all necessary insurance as required by paragraph 6(f) above; or
 - (iii) At the Agency's option, upon the occurrence of any Termination Event, as set forth in Paragraph 11 below.
- b. Upon Termination, the Agency shall be entitled to a hearing on a Motion for Relief from the Automatic Stay upon an expedited basis. **The Debtor acknowledges, agrees, and understands that the provisions of this subsection vary from MBLR 4001-2(c)(5).**
- c. Upon Termination, the Debtor shall immediately cease using the Agency's cash Collateral and non-cash Collateral, and the Debtor shall cause all funds received to be deposited in a segregated account provided, however, nothing herein shall

be deemed a waiver of the Debtor's right to seek authority to use cash Collateral in accordance with Sections 361 and 363 of the Bankruptcy Code.

11. **TERMINATION EVENTS.** The occurrence of any one or more of the following shall constitute a termination event (a "**Termination Event**") under this Seventh Interim Order:
- a. The material breach by the Debtor of any of the terms, conditions, or covenants of the First Interim Order, the Second Interim Order, the Third Interim Order, the Fourth Interim Order, the Fifth Interim Order, the Sixth Interim Order, or this Seventh Interim Order, which is not cured to the reasonable satisfaction of the Agency within three (3) business days of receipt by the Debtor of written notice of such breach from the Agency;
 - b. The filing of an objection to the Agency's Claim or the filing by the Debtor of a complaint against the Agency concerning the Pre-Petition Indebtedness in the Bankruptcy Court;
 - c. The appointment of a Trustee for the Debtor pursuant to § 1104 of the Bankruptcy Code;
 - d. The conversion of this Case to a case under Chapter 7 of the Bankruptcy Code;
 - e. The dismissal of this Case;
 - f. The appointment of an examiner with any of the powers of a Trustee for the Debtor; or
 - g. The Debtor files a motion requesting authority to grant a third party a security interest or lien upon all or any part of the property of the Debtor that has a priority which is senior to, or equal with, the Agency's liens.
 - h. The allowance of a Motion for Relief from the Automatic Stay allowing a creditor of the Debtor to foreclose upon any material asset of the Debtor.

The Debtor acknowledges, agrees, and understands that certain of the provisions of the above subsections may vary from MBLR 4001-2(c)(13) and that such provisions are enforceable against the Debtor to the extent permitted in MBLR 4001-2(d).

12. **FURTHER ASSURANCES.** The Automatic Stay is hereby modified to permit the Agency and the Debtor to carry out the terms and conditions of this Seventh Interim Order, and the Debtor is hereby authorized to execute any additional agreements as may be deemed necessary to further effectuate and confirm the terms and conditions this Seventh Interim Order.
13. **MODIFICATION.** The Agency and the Debtor may agree to nonmaterial modifications or amendments to this Seventh Interim Order without further Order of the Bankruptcy

Court. Further, the Agency and the Debtor may modify the Budget from time to time by agreement without further order of the Court.

14. WAIVER OF REQUIREMENT TO FILE PROOFS OF CLAIM. As provided for in the First Interim Order, the Agency shall not be required to file a proof of claim with respect to the Claim unless expressly ordered by the Court.
15. ENTRY OF ORDER. This Seventh Interim Order shall take effect and be fully enforceable *nunc pro tunc* to the Petition Date immediately upon execution hereof, notwithstanding the possible application of Bankruptcy Rules 4001(a)(3), 6004(g), 7062, 9014, or otherwise, and the Clerk of the Court is hereby directed to enter this Seventh Interim Order on the Court's docket.
16. FURTHER USE OF CASH COLLATERAL. If the Debtor intends to seek authority for use of cash collateral beyond February 28, 2019, the Debtor shall file a new motion for the use of cash collateral and accompanying budget on or before February ~~28~~²⁷, 2019. The Debtor shall file a reconciliation of the actual income and expenses to projections for the period of January 26, 2019 through February ~~22~~²³, 2019, by February 26, 2019 at 4:30 p.m. Objections to the new motion shall be filed with the Court on or before February ~~22~~²³, 2019, at 12:00 p.m., with a hearing on that motion and the further use of cash collateral to be held on February ~~25~~²⁶, 2019 at ~~11:15~~^{11:15} a.m.

January 31, 2019
Dated

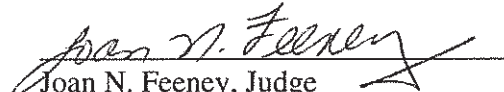

Joan N. Feeney, Judge
United States Bankruptcy Court for the
District of Massachusetts

Exhibit A
(Budget)

2442993.1

		19-Jan	2/1/2019
Beginning Cash		\$30,151.41	\$24,833.95
Monthly Rental Income ¹		\$30,417.24	\$30,417.24
Tenant Reimbursement (National Grid)		\$10,000.00	\$10,000.00
Insurance proceeds			
Total Income		\$40,417.24	\$40,417.24
Expenses			
Atlantic Elevator South Co., Inc	Elevator service (freight)	\$190.00	
Atlantic Elevator South Co., Inc	Annual Inspection		
Big Blue Bug Solutions	Pest Control	\$88.00	\$88.00
City of Fall River	Taxes, Water, Sewer	\$5,446.78	\$5,446.78
Clark Security	Security		
Home Depot Credit Services	Miscellaneous Supplies		
Liberty Utilities	Gas	\$5,000.00	\$5,000.00
National Grid	Electricity	\$14,000.00	\$14,000.00
Republic Services #097	Trash service	\$435.00	\$435.00
ThyssenKrupp Elevator	Elevator service (passenger)	\$382.02	\$382.02
ThyssenKrupp Elevator	Elevator service (Freight)	\$91.63	\$91.63
ThyssenKrupp Elevator	Annual Inspection	\$1,385.00	
Duarte's Commercial Cleaning	Common Area Cleaning	\$500.00	\$400.00
Verizon	Telephone - Elevator	\$374.00	\$374.00
Payroll & Payroll Taxes		\$4,871.00	\$4,871.00
W/C Insurance		\$188.13	\$188.13
Property Insurance		\$1,911.36	\$1,911.36
Liability Insurance		\$946.78	\$946.78
Miscellaneous Office Expense		\$25.00	\$20.00
Piping Systems Inc.	Sprinkler system repair		
Massachusetts Development Finance		\$7,000.00	\$7,000.00
Roof Repair	Final Payment		
Snow Removal		2500	2500
Bookkeeping		400	400
Integrity Fire Extinguisher			
United States Trustee			
Borden & Remington	Boiler chemicals		
Accounting	Year End 2018		1500
Total Expenses		\$45,734.70	\$45,554.70
Monthly Net Cash Flow		-\$5,317.46	-\$5,137.46
Ending Cash		\$24,833.95	\$19,696.49

1. Rent Roll: BC&J Manufacturing, LLC (\$1,650); Clark Security, Inc. (\$550); Creative Auction (\$3,380.60); George Bigelow (\$200); Merrow Mfg, LLC (\$13,259.16); Merrow Sewing (\$6,210); Penny Pockets (\$3,286); T-Mobile USA, Inc (\$1,881.48)				
Total Space in Building - 220,000 sf; Total Rented/occupied = approx 170,000 sf; amount of vacant space = approx. 50,000 sf				