

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MARYLAND
at Greenbelt

In Re:

MITE, LLC,

Debtor.

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Case No. 18-19966-LSS
Chapter 11

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**CONSENT MOTION FOR THE ENTRY OF A CONSENT
ORDER APPROVING CONSENT MOTION FOR AUTHORITY
TO USE CASH COLLATERAL ON AN INTERIM BASIS**

Movants, Mite, LLC (“**Debtor**”) and Sandy Spring Bank (“**Lender**”), as successor in interest to WashingtonFirst Bank, by and through their undersigned counsel, hereby jointly move, pursuant to 11 U.S.C. § 363(c)(2) and Federal Rule of Bankruptcy Procedure 4001(d), for the entry of the Consent Order Approving Consent Motion for Authority to Use Cash Collateral on an Interim Basis (“**Consent Order**”) which is attached hereto as **Exhibit A** and incorporated herein by reference, and for their reasons state as follows:

1. This court has jurisdiction over this matter pursuant to 28 U.S.C. 157 and 1334. Venue in this district is proper pursuant to 28 U.S.C. 1408-1409. This is a core proceeding pursuant to 28 U.S.C. 157(b)(2).
2. Mite, LLC filed a Voluntary Petition under Chapter 11 of the United States Bankruptcy Code on or about the 27th day of July, 2018.
3. Pursuant to 11 U.S.C. 1107-1108, Mite, LLC is continuing in the management of its business and possession of its property as a Debtor in Possession. No interim trustee, examiner, or creditors committee has been appointed in this Chapter 11 case.
4. The Lender holds a first-priority security interest in and liens in, to and against the following assets of the Debtor, which is owned in connection with Mite, LLC’s business, whether owned at the time of the agreement or thereafter acquired, whether then existing or thereafter

arising, and wherever located (**the “Collateral”**): All inventory, furniture, fixtures and equipment, accounts (including but not limited to all receivables and accounts constituting as-extracted collateral), chattel paper, instruments, (including but not limited to all promissory notes), letter-of-credit rights, letters of credit, documents, deposit accounts, investment property, money or other rights to payment and performance, and general intangibles (including but not limited to all software and all payment intangibles); all fixtures; all attachments, accessions, accessories, fittings, increases, tools, parts, repairs, supplies, and commingled goods relating to the foregoing property, and all additions, replacements of and substitutions for all or any part of the foregoing; all insurance refunds relating to the foregoing property; all good will relating to the foregoing property; all records and data and embedded software relating to the foregoing property, and all equipment, inventory and software to utilize, create, maintain and process any such records and data on electronic media; and all supporting obligations relating to the foregoing property; all whether then existing or thereafter arising, whether then owned or thereafter acquired or whether then or thereafter subject to any rights in the foregoing property; and all products and proceeds (including but not limited to all insurance payments) of or relating to the foregoing property.

In addition, the Collateral includes the following, whether then owned or thereafter acquired, whether then existing or thereafter arising and wherever located:

All attachments, accessions, tools, parts, supplies, increases and additions to and all replacements of and substitutions for any property described above.

All products and produce of any of the property described above as Collateral.

All accounts, receivables, contract rights, general intangibles, instruments, monies, payments, and all other rights arising out of a sale, lease or other disposition of any of the property described above as Collateral.

<https://d.docs.live.net/b2742a33a8486413/Clients/M^M^MBkClients/Mite^J LLC/Consent Motion re Cash Collateral Final1.docx LLC>

All proceeds (including insurance proceeds) from the sale, destruction, loss, or other disposition of any of the property described above as Collateral.

All records and data relating to any of the property described above as Collateral, whether in the form of a writing, photograph, microfilm, microfiche, or electronic media, together with all of the Mite, LLC's right, title, and interest in and to all computer software required to utilize, create, maintain, and process any such records or data on electronic media.

5. The lien set forth above is the product of certain loan documents executed by the Debtor in favor of Sandy Spring (collectively and as more particularly described in the Consent Order, the "**Loan Documents**").

6. The Collateral constitutes the Lender's cash collateral as defined in Section 363(a) of the Bankruptcy Code.

7. The Debtor is not aware of any creditor other than the Lender that holds a lien against cash collateral.

8. The Debtor requires the use of the Lender's cash collateral in the ordinary course of its business to operate.

9. The Debtor and the Lender have entered into an interim agreement to permit the Debtor use of the Lender's cash collateral pursuant to the terms and conditions set forth in the Consent Order.

10. The Consent Order requires the Debtor to, among other things, make certain adequate protection payments to the Lender as set forth in Section 6 of the Consent Order.

11. The Debtor needs to immediately use the Lender's cash collateral in the ordinary course of its business to operate its business.

12. The Lender is only willing to permit the Debtor to use the Lender's cash collateral

<https://d.docs.live.net/b2742a33a8486413/Clients/M^M^MBkClients/Mite^J LLC/Consent Motion re Cash Collateral Final1.docx> LLC)

pursuant to the terms and conditions of the Agreement.

13. Without the use of the Lender's cash collateral, the Debtor will sustain immediate and irreparable harm.

14. Entry of the Consent Order and approval of the Agreement is in the best interest of the Debtor and its estate.

15. The Lender and the Debtor request that this Court enter the Consent Order and approve the terms and conditions contained therein.

16. The grounds for this Motion are more particularly set forth in the Consent Order.

WHEREFORE, the Movants, Mite, LLC and Sandy Spring Bank, respectfully request that this Honorable Court enter the attached Consent Order:

A. Approving the parties' agreement as set forth in the Consent Order, and the Debtor's execution of the same;

B. Authorizing the Debtor's use of cash collateral, pursuant to, to the extent provided for in, and for the time period set forth in the Consent Order;

C. Authorizing the Debtor to make the adequate protection payments to the Lender; and

D. Granting such other further relief as the nature of this case may require.

Respectfully submitted,

/s/ David J. Kaminow
David J. Kaminow, Esquire
Inman Kaminow, P.C.
611 Rockville Pike, Suite 225
Rockville, Maryland 20852
Attorney for the Debtor

/s/ Michael Bolesta
Michael Bolesta
GEBHARDT & SMITH, LLP
One South Street, Suite 2200
Baltimore, MD 21202
Attorneys for Sandy Spring Bank

CERTIFICATE OF SERVICE

I HEREBY CERTIFY, that on this 12th day of October, 2018 copies of the foregoing Consent Motion for the Entry of a Consent Order Approving Consent Motion for Authority to Use Cash Collateral on an Interim Basis, and attached proposed Consent Order Approving Consent Motion for Authority to Use Cash Collateral on an Interim Basis, were mailed, via first-class mail, postage prepaid, to: Michael C. Bolesta, Esquire, Gebhardt & Smith LLP, One South Street, Suite 2200, Baltimore, Maryland 21202, counsel for Sandy Spring Bank; Jeanne M. Crouse, Esquire, 6305 Ivy Lane, Suite 600, Greenbelt, Maryland 20770, Office of the U.S. Trustee; and to all creditor so on the attached matrix.

/s/ David J. Kaminow, Esquire
David J. Kaminow, Esquire

Acme Paper & Supply Co., Inc.
8229 Sandy Court
P.O. Box 422
Savage, MD 20763

Adams Burch, Inc.
1901 Stanford Court
Landover, MD 20785-3219

Aerostar Electric, LLC
4 McAlpine Court
Silver Spring, MD 20901

Alphagraphics
1001 N, Frederick Street
Suite 100A
Alexandria, VA 22314

American Express
P.O. Box 1270
Newark, NJ 07101-1270

Anthony Collins
20714 Slidell Road
Boyd's, MD 20841

At Your Service DC, Inc.
1001 19th Street, North
Suite 1200
Arlington, VA 22209

Bank of America
P.O. Box 15796
Wilmington, DE 19886-5796

Belair Produce, Inc.
P.O. Box 62365
Baltimore, MD 21264

Capital One
P.O. Box 71083
Charlotte, NC 28272-1083

Cintas Corp.
P.O. Box 630803
Cincinnati, OH 45263

Comcast
P.O. Box 3005
Southeastern, PA 19398-3005

Comptroller of Maryland
301 W. Preston Street, #203
Baltimore, MD 21201-2383

Coon & Cole, LLC
401 Washington Avenue
Suite 501
Towson, MD 21204

Cypress Hospitality Group
9191 RG Kinner Pkwy
Unit 605
Jacksonville, FL 32256

Ecolab
26252 Network Place
Chicago, IL 60673

Erie Insurance
100 Eries Insurance Place
Erie, PA 16530

Etheridge, Quinn, McAuliffe,
Rowan & Har
33 Wood Lane
Rockville, MD 20850

Group Benefit Services, Inc.
P.O. Box 64802
Baltimore, MD 21264-4802

Hartford
P.O. Box 59838
Schaumburg, IL 60159

HBW
1055 First Street
Suite 200
Rockville, MD 20850

Jennifer A. Mahar, Esquire
8000 Towers Crescent Drive
Suite 800
Vienna, VA 22182

Jewish Link
P.O. Box 3131
Teaneck, NJ 07666

Keany Produce Co.
3310 75th Avenue
Landover, MD 20785

L&A Tent Rentals, Inc.
114 Shady Cove Lane
Stafford, VA 22554

Lawrence M. Raigrodski
5 Farm Haven Court
Rockville, MD 20852

Maryland Jewish Media, LLC t/a
JMORE
3600 Clipper Mill Road
Baltimore, MD 21211

Mid-Atlantic Media
11459 Cronhill Drive
Suite A
Owings Mills, MD 21117

Montgomery County, Maryland
Box 824860
Philadelphia, PA 19182-4860

Moses & Aiken, LLC
11300 Rockville Pike
Suite 606
Rockville, MD 20852

Office of Tax and Revenue
1101 4th Street, SW
Washington, DC 20024

PEPCO
P.O. Box 13608
Philadelphia, PA 19101

Perfect Settings, LLC
1851 South Club Drive
Suite A
Landover, MD 20785

Ravi Narayanan
4 Melmark Court
Gaithersburg, MD 20876

Ready Refresh
6661 Dixie Highway
Suite 4
Louisville, KY 40258

Ryder Transportation Services
P.O. Box 96723
Chicago, IL 60693

Safety First Services, Inc.
6722-B Industrial Drive
Beltsville, MD 20705

Sandglass
13415 Connecticut Avenue
Suite 200
Silver Spring, MD 20906

Shawn Sorrells
17 Willow Spring Court
Gaithersburg, MD 20878

SKPR
11634 Ivystone Court
Reston, VA 20191

Star - K Certification, Inc.
122 Slad Avenue
Suite 300
Baltimore, MD 21208

Stephanie Gold
3313 Gold Mine Road
Brookeville, MD 20833

United Business Technologies
9218 Gaither Road
Gaithersburg, MD 20877

URI Alarms
P.O. Box 34779
Bethesda, MD 20827

US Foods, Inc.
P.O. Box 75368
Baltimore, MD 21275

Verizon
P.O. Box 4003
Acworth, GA 30101

Virginia Processing Center
P.O. Box 1234
Clifton Forge, VA 24422

Washington Gas
P.O. Box 37747
Philadelphia, PA 19101-5047

West Side Foods
P.O. Box 740456
740456 Hunts Point Station
Bronx, NY 10474

Jeanne Crouse, Esquire
6305 Ivy Lane, #600
Greenbelt, MD 20770