

**UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION**

In re:

MIKE FARRELL'S DETROIT  
WRECKER SALES, LLC,

Chapter 11  
Case No. 17-53308-mar  
Hon. Mark A. Randon

Debtor.

**COVER SHEET  
FIRST DAY MOTION FOR ENTRY OF AN INTERIM AND  
FINAL ORDER AUTHORIZING DEBTOR TO (A) USE CASH  
COLLATERAL; (B) GRANT SECURITY INTERESTS AND  
OTHER ADEQUATE PROTECTION UNDER 11 U.S.C. §§ 105, 361  
AND 363(e), AND (C) SCHEDULING A FINAL  
HEARING PURSUANT TO BANKRUPTCY RULE 4001**

The Debtor filed a motion to use cash collateral which is attached to this Cover Sheet. In accordance with LBR 4001-2(b) (E.D.M.), the Debtor has identified below, by page and paragraph number, the location in the proposed order accompanying the motion of each of the following provisions:

Provision	Contained in Proposed	Location in Proposed Order
(1) Provisions that grant liens on the estate's claims and causes of action arising under Chapter 5 of the Code.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

(2) Provisions that grant cross-collateralization protection to the prepetition secured creditor (i.e., clauses that secure prepetition debt with categories of collateral that were not covered by the secured party's lien prepetition) other than liens granted solely as adequate protection against diminution in value of a prepetition creditor's collateral.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
(3) Provisions that establish a procedure or conditions for relief from the automatic stay.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	But see pages 8 and 9, ¶11.
(4) Provisions regarding the validity or perfection of a secured creditor's prepetition liens or that release claims against a secured creditor.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
(5) Provisions that prime any lien without that lienholder's consent.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
(6) Provisions that relate to a sale of substantially all of the debtor's assets.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
(7) Provisions for the payment of professional fees of the debtor or any committees, including any carve-outs for such payments.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Page 5, 6 and 7, ¶ 6, 7, 9.
(8) Provisions for the payment of prepetition debt.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

(9) Provisions that waive the debtor's exclusive right to file or solicit acceptances of a plan during the time periods specified in 11 U.S.C. § 1121.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
(10) Provisions that require the debtor's plan to be on terms acceptable to the secured creditor.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
(11) Provisions that require or prohibit specific terms in the debtor's plan.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
(12) Provisions establishing that proposing a plan inconsistent with the order constitutes a default.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
(13) Provisions that waive surcharge under 11 U.S.C. § 506(c).	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
(14) Provisions that address the rights and obligations of guarantors or co-obligors.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
(15) Provisions that prohibit the debtor from seeking approval to use cash collateral without the secured creditor's consent.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
(16) Provisions that purport to bind a subsequent trustee.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Page 9, ¶ 13
(17) Provisions that obligate the debtor to pay any of a secured creditor's professional fees.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Respectfully submitted,

SCHAFER AND WEINER, PLLC

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Dated: September 25, 2017

**UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION**

In re:

MIKE FARRELL'S DETROIT  
WRECKER SALES, LLC,

Chapter 11  
Case No. 17-53308-mar  
Hon. Mark A. Randon

Debtor.

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**FIRST DAY MOTION FOR ENTRY OF AN  
INTERIM AND FINAL ORDER AUTHORIZING DEBTOR TO  
(A) USE CASH COLLATERAL; (B) GRANT SECURITY  
INTERESTS AND OTHER ADEQUATE PROTECTION UNDER  
11 U.S.C. §§ 105, 361 AND 363(e), AND (C) SCHEDULING  
A FINAL HEARING PURSUANT TO BANKRUPTCY RULE 4001**

Mike Farrell's Detroit Wrecker Sales, LLC ("Debtor") in support of its *First Day Motion for Entry of an Interim and Final Order Authorizing Debtor to (A) Use Cash Collateral; (B) Grant Security Interests and Other Adequate Protection Under 11 U.S.C. §§ 105, 361 and 363(e); and (C) Scheduling a Final Hearing Pursuant to Bankruptcy Rule 4001* (the "Cash Collateral Motion"), states as follows:

**CONCISE STATEMENT OF RELIEF REQUESTED**

1. By this Motion, the Debtor seeks entry of interim and final orders (i) authorizing the Debtor to use Cash Collateral and to provide adequate protection to certain secured parties in connection therewith, and (ii) scheduling a Final Hearing on this Motion and establishing notice procedures in respect thereof.

### **REQUEST FOR HEARING**

2. In order to continue operating without interruption, Debtor must fund payroll and other necessary operational expenses on or before Thursday September 28, 2017. Accordingly, **Debtor requests a hearing on or before Wednesday September 27, 2017.**

### **JURISDICTION**

3. The Court has jurisdiction over this Motion pursuant to 28 U.S.C. §§ 157 and 1334.

4. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b).

5. Venue of this proceeding and the Motion in this District is proper under 28 U.S.C. §§ 1408 and 1409.

### **BACKGROUND**

6. On September 22, 2017 (“Petition Date”), Debtor commenced a voluntary case under Chapter 11 of Title 11 of the United States Code (the “Bankruptcy Code”).

7. Debtor continues to operate its business as debtor-in-possession as permitted under section §§ 1107 and 1108 of the Bankruptcy Code.<sup>1</sup>

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<sup>1</sup> Unless otherwise specified, statutory references in this Motion are to sections of the Bankruptcy Code.

8. Debtor designs, manufactures and sells and services towing equipment nationally (the “Business”).

9. Further details regarding Debtor, Debtor’s facility, and the events leading to this bankruptcy filing are set forth in the *Declaration of Michael Farrell in Support of First Day Pleadings* (the “Farrell Declaration”), filed concurrently with this Cash Collateral Motion.

10. On the Petition Date, the Debtor, without admission, believes that its cash collateral, as defined in 11 U.S.C. §363 (the “Cash Collateral”) consists of the following:

ASSET	ESTIMATED VALUE
Cash	\$ 22,177.26
Accounts Receivable	\$ 7,300.00
Inventory/WIP	\$ 17,000.00
Machinery and Equipment	\$ 15,000.00

11. Debtor requires the use of Cash Collateral to continue operating. A three-month budget (the “Budget”) is attached as **Exhibit B** and showing Debtor’s projected revenues and expenses.

12. Debtor believes that the Cash Collateral generated by the operation of its business will be sufficient to pay all of the Debtor’s post-petition, on-going expenses including payments to employees and vendors, adequate protection payments, and payments required to fund the administrative expenses of this Chapter 11 case.

13. During the first thirty days of the case, the Debtor expects that it will need to spend \$258,140 to avoid immediate and irreparable harm.

14. The majority of the Debtor's value arises from its continued operations as a going concern basis. Without authority to use Cash Collateral the Debtor will suffer irreparable harm because the Debtor will be unable to obtain all the goods and services needed to continue its operations. *See* Farrell Declaration.

15. By this Motion, Debtor seeks entry of an interim and final order under 11 U.S.C. §364 authorizing Debtor to (A) use Cash Collateral and grant adequate protection, and (B) schedule a final hearing on this Cash Collateral Motion.

**PRE-PETITION SECURED DEBT  
AND DEBTOR'S CASH COLLATERAL**

16. The Debtor anticipates that GSC Industries, LLC ("GSC<sup>2</sup>"), will assert a first priority security interest in all of the Debtor's assets, except its real estate, including, without limitation, the Debtor's Cash Collateral in the approximate amount of \$158,708.27, plus interest, costs and fees (the "GSC Indebtedness") as permitted by the loan documents executed in connection with the GSC Indebtedness.

17. Debtor believes that Cooper Lane Mortgages, LLC ("Cooper Lane")<sup>3</sup> may also assert an interest in cash collateral as a result of a security interest granted in a

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<sup>2</sup> The principal of GSC is a second cousin of Mike Farrell. However, the terms of the loan from GSC were negotiated at arm's length and are commercially reasonable.

<sup>3</sup> Cooper Lane is an affiliate of GSC.



mortgage on Debtor's real property. However, it appears that Cooper Lane did not perfect its security interest.

18. The Debtor believes that no entities other than GSC and Cooper Lane have an interest in Cash Collateral.

19. Nothing in this Cash Collateral Motion or the proposed order are intended to prejudice in any way the rights of Debtor or any other party to assert a different value of the secured interests in Cash Collateral.

**DEBTOR'S NEED FOR USE OF CASH COLLATERAL**

20. As stated in the Farrell Declaration, Debtor must use Cash Collateral in an amount not to exceed \$258,140 to purchase parts, inventory and services, and to pay wages, salaries and other immediate operating expenses of the Debtor's business for the 30 days following the Petition Date, as set forth in the Budget.

21. Without the ability to use Cash Collateral, the Debtor will not be able to complete the jobs that it current working on and will not be able to finalize the WIP Equipment (defined in Declaration of Michael B. Farrell) and deliver it to its customers in exchange for final payment. In addition, the Debtor would likely be sued for breach of contract by its existing customers – many of whom have paid Debtor several thousand dollars as a deposit for the WIP Equipment that Debtor is currently manufacturing.

### **THE PROPOSED USE OF CASH COLLATERAL**

22. As adequate protection for the use of Cash Collateral, Debtor proposes the following:

- a. Replacement liens for GSC and Cooper Lane<sup>4</sup>, in the Debtor's post-petition assets to the extent of any diminution in the value of their interests in the Debtor's cash collateral assets. The replacement liens will have the same priority, scope, validity, and enforceability, and shall attach to the same categories of assets as the pre-petition liens and security interests as of the Petition Date; and
- b. Further adequate protection as provided in the proposed order including reporting requirements, restrictions on Debtor's activities including adherence to the Budget, and rights upon the occurrence of an Event of Default.

### **LEGAL BASIS FOR RELIEF REQUESTED**

23. A debtor may use cash collateral only with approval by the Bankruptcy Court after notice and a hearing, and creditors with an interest in Debtor's Cash Collateral are entitled to adequate protection of those interests. 11 U.S.C. §§ 363(c) and (e).

24. Debtor believes that the adequate protection granted to GSC under the proposed order is adequate and sufficient to protect GSC from diminution in value of its interests in the Debtor's assets. In particular, Debtor submits that the Debtor's

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<sup>4</sup> Debtor believes that Cooper Lane is unperfected as of the petition date. If the pre-petition lien of Cooper Lane is invalid because it was unperfected as of the petition date, Cooper Lane will not receive any replacement lien

pre-petition assets would have little value in the context of a forced liquidation that would result if this Cash Collateral Motion were not approved, and the use of Cash Collateral is necessary to preserve and maximize the value of Debtor's assets.

25. Therefore, Debtor requests that the terms of its use of Cash Collateral be approved.

**WHEREFORE**, Debtor requests that the Court enter an order, substantially in the form attached as **Exhibit A** authorizing Debtor, on the terms set forth in the proposed order, (i) to use Cash Collateral, (ii) grant adequate protection, and (iii) schedule a final hearing.

Respectfully submitted,

SCHAFER AND WEINER, PLLC

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Dated: September 25, 2017

UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION

In re:

MIKE FARRELL'S DETROIT  
WRECKER SALES, LLC,

Chapter 11  
Case No. 17-53308-mar  
Hon. Mark A. Randon

Debtor.

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**INTERIM ORDER AUTHORIZING DEBTOR TO  
(A) USE CASH COLLATERAL; (B) GRANT SECURITY  
INTERESTS AND OTHER ADEQUATE PROTECTION  
UNDER 11 U.S.C. §§ 105, 361 AND 363(e), AND (C) SCHEDULING  
A FINAL HEARING PURSUANT TO BANKRUPTCY RULE 4001**

This matter having come before the Court on the *Debtor's First Day Motion for Entry of an Interim and Final Order Authorizing Debtor to (a) Use Cash Collateral; (b) Grant Security Interests and Other Adequate Protection Under 11 U.S.C. §§ 105, 361 and 363(e); and (c) Scheduling a Final Hearing Pursuant to Bankruptcy Rule 4001* (the "Cash Collateral Motion"), dated September 22, 2017; the initial hearing on the Motion having been held by this Court on September 25, 2017 (the "Interim Hearing"); due and appropriate notice of the Cash Collateral Motion, the relief requested therein, and the Interim Hearing (the "Notice") having been served by the Debtor in accordance with Rule 4001(c) on (i) GSC Industries, LLC ("GLC"), (ii) Cooper Lane Mortgages, LLC ("Cooper Lane") (iii) the United States Trustee for the Eastern District of Michigan (the "U.S. Trustee"), (iv) the holders of the twenty (20) largest unsecured claims against the Debtor's estate (the

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“20 Largest Unsecured Creditors”), (v) all appropriate state taxing authorities, and (vi) all other parties identified in the certificate of service filed with the Court, including all creditors who have filed notices of appearance in this case on or before the filing of the Cash Collateral Motion (collectively, the “Noticed Parties”); and upon the record made by the Debtor at the Interim Hearing including the Motion and related filings and pleadings, and good and sufficient cause appearing therefor,

THE COURT HEREBY MAKES THE FOLLOWING FINDINGS OF FACT AND CONCLUSIONS OF LAW:

1. **Petition**. On September 22, 2017 (the “Petition Date”), the Debtor filed a voluntary petition (the “Petition”) under Chapter 11 of the Bankruptcy Code. The Debtor continues to operate its business and manage its financial affairs as a debtor-in-possession under Sections 1107(a) and 1108 of the Bankruptcy Code.

2. **Jurisdiction and Venue**. The Court has jurisdiction over this proceeding and the parties and property affected hereby under 28 U.S.C. §§ 157(b) and 1334. The Cash Collateral Motion is a core proceeding as defined in 28 U.S.C. §§ 157(b)(2). Venue of this bankruptcy case and the Motion in this Court is proper under 28 U.S.C. §§ 1408 and 1409.

3. **Notice**. Under the circumstances, the Notice given by the Debtor of the Motion, the Interim Hearing, and the relief granted under this Order constitutes due and sufficient notice thereof and complies with Bankruptcy Rule 4001(c).

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4. **Interim Cash Collateral Usage.** During the first 30 days of the case the Debtor requires the use of Cash Collateral up to the maximum amount of \$260,140 to avoid immediate and irreparable harm. The Debtor is authorized to use Cash Collateral not to exceed \$260,140.

5. **Immediate Entry.** Sufficient cause exists for immediate entry of this Order as permitted under Bankruptcy Rule 4001(b)(2) and (c)(2).

6. **Objections Overruled.** No party appearing in the case has filed or made an objection to the relief sought in the Motion or the entry of this Order, or any objections that were made (to the extent such objections have not been withdrawn) are hereby overruled.

Based upon the foregoing, and after due consideration and good cause appearing therefore;

**IT IS HEREBY ORDERED, ADJUDGED AND DECREED, that:**

1. **Motion Granted.** The Cash Collateral Motion is granted on an interim basis. If no objections are filed, the Cash Collateral Motion shall be granted on a final basis as set forth below.

2. **Authorization to Use Cash Collateral.** Debtor is hereby authorized and empowered to immediately use Cash Collateral under the terms set forth in this Order. Until this Order is entered on a final basis, Debtor may use Cash Collateral only as set forth in the Budget, with a 20% variance.

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3. **Budget Revisions and Amendments.** If this Order is entered on a final basis, Debtor may use Cash Collateral as set forth in the Budget with a cumulative 20% variance or any revised or extended Budget or as agreed to by Debtor and GSC. Debtor may file a subsequent motion for use of Cash Collateral if Debtor and GSC are unable to agree on a revised or extended Budget.

4. **Replacement Liens for GSC.** To the extent of any diminution in the value of the cash collateral on account of the Debtor's use of such assets, the imposition of the automatic stay and the other relief provided under this Order, GSC and any other party with an interest in cash collateral are hereby granted a valid, binding, enforceable and perfected replacement liens upon and security interests in all Debtor's post-petition assets under Sections 361 and 363 of the Bankruptcy Code (the "**Replacement Liens**"). The Replacement Liens shall have the same priority, scope, validity, and enforceability, and shall attach to the same categories of assets as the pre-petition liens and security interests as of the Petition Date.

5. **Post-Petition Lien Perfection.** This Order shall be sufficient and conclusive evidence of the priority, perfection and validity of the liens and security interests granted herein, effective as of the Petition Date, without any further act and without regard to any other federal, state or local requirements or law requiring notice, filing, registration, recording or possession of the collateral, or other act to validate or perfect such security interest or lien, including without limitation, control

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agreements with any financial institution(s) holding a depository account consisting of collateral (a "Perfection Act"). Notwithstanding the foregoing, if GSC shall, in its sole discretion, elect for any reason to file, record or otherwise effectuate any Perfection Act, GSC is authorized to perform such act, and the Debtor is authorized and directed to perform and cooperate with such act to the extent necessary, which act or acts shall be deemed to have been accomplished as of the date and time of entry of this Order notwithstanding the date and time actually accomplished. The subject filing or recording office is authorized to accept, file or record any document in regard to such act in accordance with applicable law. GSC may choose to file, record or present a certified copy of this Order in the same manner as a Perfection Act, which shall be tantamount to a Perfection Act, and, in such event, the subject filing or recording office is authorized to accept, file or record such certified copy of this Final Order in accordance with applicable law. No defect or failure in connection with such attempt shall in any way limit, waive or alter the validity, enforceability, attachment, or perfection of the liens and security interests granted herein.

6. **Payment of Expenses.** Until an Event of Default occurs Debtor shall be permitted to make payments to be held in escrow pending approval by the Court to Allowed Professional Fees in accordance with the Budget. To the extent that the Debtor does not make any of the payments to professionals set forth in the Budget, the amounts due under the Budget shall be paid as a carve out of GSC's collateral

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out of the first available proceeds otherwise payable to GSC. After an Event of Default occurs, payment of expenses, including Allowed Professional Fees, shall be governed by Section 7.

7. **Use of Post-Petition Financing Proceeds and Cash Collateral After**

**Default.** Upon the declaration by GSC of the occurrence of an Event of Default (as defined below), Debtor may continue using Cash Collateral only for thirty days and only for the following purposes (the “Wind-Down Expenses”):

- a. statutory fees payable to the U.S. Trustee pursuant to 28 U.S.C. § 1930(a)(6);
- b. fees payable to the Clerk of this Court;
- c. subject to the terms and conditions of this Order, the unpaid reasonable fees and expenses, as set forth in the Budget, of attorneys, accountants and other professionals retained by the Debtor under Section 327 of the Bankruptcy Code (collectively, the “Professionals”) actually incurred, whether paid, escrowed, or accrued, on or after the Petition Date through thirty days after the declaration of the Event of Default, plus such fees and expenses incurred by Professionals for a period of 30-days after the declaration of the Event of Default for the limited purposes of challenging or curing the Event of Default, as appropriate, assisting the Debtor in obtaining alternative sources of funding, and otherwise fulfilling the Professionals’ fiduciary duties to the Debtor, subject only to approval by a final order of the Court, (collectively, the “Allowed Professional Fees”), less the amount of any retainers, if any, then held by such Professionals (the “Professional Fee Hold Back”).

8. **Financial Reporting.** Until satisfaction of all amounts owed to GSC, the Debtor will provide them: a) all financial and other information reasonably requested, including, among other things, any requested bills, invoices and proofs of

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payment; b) maintain such fire, hazard and extended coverage insurance on all Debtor's personal property to the full replacement value and the Debtor shall designate GSC as additional loss payee and additional insured on all such insurance policies; c) prepare and transmit to GSC, on a monthly basis updates to the Budget and a variance report showing the actual as compared to the Budget; and d) permit GSC during normal business hours to conduct any and all audits or reviews of Debtor's books and records and to make copies therefrom.

9. **Events of Default.** The following shall be Events of Default under this Order:

- a. Any failure by Debtor to comply with any material requirement or material provision of this Order, including, but not limited to, any failure to make a payment when due to GSC;
- b. Dismissal of this Chapter 11 case;
- c. Conversion of this Chapter 11 case to a case under Chapter 7;
- d. Appointment of a Chapter 11 trustee;
- e. Entry of an order granting any entity relief from the automatic stay, which GSC reasonably believes may materially interfere with Debtor's business operations or materially reduce the value of the collateral securing the liens and security interests granted under this Order;
- f. Debtor's Budget shows on-going losses in an amount unacceptable to GSC, in its reasonable discretion.
- g. Debtor fails to make payments as they come due in the ordinary course of business.

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10. **Rights and Remedies Upon Event of Default.** After a written declaration of default by GSC to Debtor, Debtor shall have 15 days to cure the Event of Default or to obtain a ruling from the Court declaring that no default has occurred. Upon the occurrence of and during the continuance of an Event of Default not timely cured, (a) the Debtor shall continue to be bound by all restrictions, prohibitions and other terms as provided in this Order, (b) GSC shall be entitled to take any act or exercise any right available at law or equity to collect amounts due and owing, including the enforcement of liens and security interests, and (c) the Debtor's authority to use Cash Collateral under this Order shall terminate. Notwithstanding the above, the Debtor may continue to use the proceeds of the Cash Collateral for the purposes and during the time set forth in Paragraph 7, and collection activities by any secured party shall not interfere with Debtor's actions in compliance with Paragraph 8. Notwithstanding anything to the contrary herein, the Debtor may file a motion to use Cash Collateral on an expedited basis under any terms.

11. **Relief from Automatic Stay.** The automatic stay provisions of Section 362 of the Bankruptcy Code and any other restriction imposed by an order of the Court or applicable law are hereby modified and vacated without further notice, application or order of the Court to the extent necessary to permit GSC to perform any act authorized or permitted under or by virtue of this Order. In addition, and without limiting the foregoing, upon the occurrence of an uncured Event of

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Default, GSC shall be entitled to seek relief from the automatic stay to take any action and exercise all rights and remedies provided to them by this Order and applicable law to, among other things, proceed against and realize upon the collateral securing their pre and post-petition claims to obtain the full and indefeasible repayment of all obligations.

12. **Disposition of Collateral.** Debtor shall not sell, transfer, lease, encumber or otherwise dispose of any of its assets outside Debtor's ordinary course of business without an order of this Court.

13. **Binding Effect.** The provisions of this Order and all rights, remedies, privileges and benefits in favor of GSC provided or acknowledged in this Order, and any actions taken pursuant thereto, shall be effective immediately upon entry of this Order, shall continue in full force and effect, and shall survive entry of any such other order, including without limitation any order which may be entered confirming any plan of reorganization, converting the case to any other chapter under the Bankruptcy Code, or dismissing the case. This Order shall be binding upon Debtor, all parties in interest in the Chapter 11 bankruptcy case and their respective successors and assigns, including any trustee or any subsequently converted bankruptcy case of the Debtor. This Order shall also inure to the benefit of GSC, Debtor and their respective successors and assigns.

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14. Notice. The Order must be served by the Debtor via first class mail within 24 hours of its entry under Federal Rule of Bankruptcy Procedure 4001(d) and LBR 4001-2.

15. **Other Costs and Fees.** The Debtor shall pay quarterly fees to the U.S. Trustee pursuant to 28 U.S.C. § 1930(a).

16. **Objection Procedures:**

- a. The deadline to file an objection to this Order is 14 days from the entry of this Order, except that an official committee may file objections within 14 days after it is served with the entered order;
- b. If an objection is timely filed, the final hearing will be held as required by L.B.R. 4001-2 on \_\_\_\_\_, 2017 at \_\_\_\_\_, .m., at 211 W. Fort St., Courtroom \_\_\_\_\_, Detroit, Michigan 48226; and
- c. If no objection is timely filed, this Order may become a final order.

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	<u>Week Ending</u> <u>9/29/2017</u>	<u>Week Ending</u> <u>10/6/2017</u>	<u>Week Ending</u> <u>10/13/2017</u>	<u>Week Ending</u> <u>10/20/2017</u>	<u>Week Ending</u> <u>10/27/2017</u>	<u>Month Ending</u> <u>11/30/2017</u>	<u>Month Ending</u> <u>12/31/2017</u>
<b>BEGINNING CASH BALANCE</b>	22,177.26	21,503.14	30,318.21	65,670.63	62,194.33	72,058.27	67,912.45
Cash in - Merchandise	18,000.00	18,000.00	18,000.00	18,000.00	18,000.00	72,000.00	72,000.00
Cash in - Service	750.00	750.00	750.00	750.00	2,728.94	3,000.00	3,000.00
Cash in - Equipment	28,379.76	43,750.00	69,277.67	31,750.00	64,330.46	91,293.54	61,750.00
Cash in From Loganville 1			12,500.00	25,000	50,000	287,500.00	400,000.00
Cash in from VIP Truck 2				12,500.00	12,500.00	50,000.00	62,500.00
<b>TOTAL CASH IN</b>	<b>47,129.76</b>	<b>62,500.00</b>	<b>100,527.67</b>	<b>88,000.00</b>	<b>147,559.40</b>	<b>503,793.54</b>	<b>599,250.00</b>
Purchases - Merchandise	5,940.00	5,940.00	5,940.00	5,940.00	5,940.00	23,760.00	23,760.00
Purchases - Service Parts	300.00	300.00	300.00	300.00	1,091.58	1,200.00	1,200.00
Purchases - Equipment	8,400.00	10,000.00	21,500.00	13,000.00	20,000.00	61,000.00	52,000.00
Shipping Costs	6,000.00	6,000.00	6,000.00	6,000.00	6,000.00	24,000.00	24,000.00
Purchases/increased overhead - Loganville			14,000.00	28,000.00	63,000.00	266,000.00	336,000.00
Purchase/increased overhead -VIP Truck				14,000.00	14,000.00	70,000.00	84,000.00
<b>COST OF GOODS SOLD</b>	<b>20,640.00</b>	<b>22,240.00</b>	<b>47,740.00</b>	<b>67,240.00</b>	<b>110,031.58</b>	<b>445,960.00</b>	<b>520,960.00</b>
<b>Gross Profit</b>	<b>26,489.76</b>	<b>40,260.00</b>	<b>52,787.67</b>	<b>20,760.00</b>	<b>37,527.82</b>	<b>57,833.54</b>	<b>78,290.00</b>
Payroll	13,000.00	13,000.00	13,000.00	13,000.00	13,000.00	13,000.00	13,000.00
Cintas	400.00	400.00	400.00	400.00	400.00	400.00	400.00
50100 · Advertising Exp	500.00	500.00	500.00	500.00	500.00	2,000.00	500.00
50225 · Auto Leases	2,586.01				2,586.01	2,586.01	2,586.01
50250 · Auto Exp - Gas	250.00	250.00	250.00	250.00	250.00	1,000.00	1,000.00
50270 · Auto Exp - Insur		558.63				558.63	558.63
50300 · Alarm Building Exp	265.00				265.00	265.00	265.00
50500 · Bank Chrgs Exp	400.00				400.00	400.00	400.00
50550 · Bank Chrgs Exp - Credit Card	2,000.00				2,000.00	2,000.00	2,000.00
50800 · Computer and Internet Exp	250.00				250.00	250.00	250.00
50900 · Coffee & Donuts Exp	75.00	75.00	75.00	75.00	75.00	300.00	300.00
51000 · Commission Exp	750.00	750.00	750.00	750.00	750.00	3,000.00	3,000.00
51400 · Ebay Exp	250.00	250.00	250.00	250.00	250.00	1,000.00	1,000.00
51401 · Amazon Exp	68.75	68.75	68.75	68.75	68.75	275.00	275.00
51600 · Insur Exp - Health	500.00				500.00	500.00	500.00
51610 · Insur Exp - Bldg	955.58				955.58	955.58	955.58
51620 · Insur Exp - General Insurance	2,522.04				2,522.04	2,522.04	2,522.04
52100 · Legal Fees Exp		5,000.00				5,000.00	5,000.00
53100 · Meals and Entertainment Exp	175.00	175.00	175.00	175.00	175.00	700.00	700.00

53200 · Miscellaneous Exp	212.50	212.50	212.50	212.50	212.50	850.00	850.00
53300 · Office Supplies Exp				550.00		550.00	550.00
53600 · Printing and Reproduction Exp				300.00		300.00	300.00
53700 · Professional Fees Exp		1,000.00				1,000.00	1,000.00
54000 · Rent Exp		200.00				200.00	200.00
54001 · Security Exp		200.00				200.00	200.00
54100 · Repairs and Maintenance Exp	250.00				250.00	250.00	250.00
54500 · Taxes - Property					500.00	2,000.00	2,000.00
54400 · Taxes- Sales	1,054.00	1,054.00	1,054.00	1,054.00	1,054.00	4,215.00	4,215.00
55000 · Utilities - Phone & Internet		1,200.00				1,200.00	1,200.00
55100 · Utilities - Elect & Gas		2,900.00				2,900.00	2,900.00
55200 · Utilities - Water		2,000.00				2,000.00	2,000.00
Marlin lease pmts	700.00	700.00	700.00	700.00	700.00	2,700.00	2,700.00
Mortgage Payments		951.05		951.05		1,902.10	1,902.10
Line of Credit				5,000.00		5,000.00	5,000.00
<b>TOTAL OVERHEAD EXPENSES</b>	<b>27,163.88</b>	<b>31,444.93</b>	<b>17,435.25</b>	<b>24,236.30</b>	<b>27,663.88</b>	<b>61,979.36</b>	<b>60,479.36</b>
<b>NET CASH IN (OUT)</b>	<b>(674.12)</b>	<b>8,815.07</b>	<b>35,352.42</b>	<b>(3,476.30)</b>	<b>9,863.94</b>	<b>(4,145.82)</b>	<b>17,810.64</b>
<b>ENDING CASH BALANCE</b>	<b>21,503.14</b>	<b>30,318.21</b>	<b>65,670.63</b>	<b>62,194.33</b>	<b>72,058.27</b>	<b>67,912.45</b>	<b>85,723.09</b>

1. The Debtor is working on securing various sales opportunities with Loganville Ford, however, at this time Loganville has not ordered any product from the Debtor and the Debtor cannot predict whether any sales orders will be forthcoming.

2. The Debtor is working on securing various sales opportunities with VIP Truck Center ("VIP"), however, at this time VIP has not ordered any product from the Debtor and the Debtor cannot predict whether any sales orders will be forthcoming.