

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

IN RE:

STINAR HG, INC. 17-31670
OAKRIDGE HOLDINGS, INC. 17-31669

Jointly Administered Ch. 11
Cases under Case No. 17-31670
(KHS)

Debtors.

**NOTICE OF HEARING AND MOTION
FOR CONTINUED USE OF CASH COLLATERAL**

TO: ALL PARTIES IN INTEREST AS SPECIFIED UNDER LOCAL RULE
9013-3(a)

1. Stinar HG, Inc., one of the above-named Debtors (“Debtor”) moves
this Court for the relief requested below and gives notice of hearing herewith.

FINAL HEARING FOR CONTINUED USE OF CASH COLLATERAL

2. Notice is Given that as set forth below, the Debtor is seeking to
continue to use cash collateral past the date of the original Cash Collateral
Stipulation and Order. The Court will hold a final hearing on this Motion before
The Honorable Kathleen H. Sanberg, Chief Judge of the U.S. Bankruptcy Court, on
Wednesday, February 28, 2017 at 1:30 p.m. or as soon thereafter as counsel may
be heard in Courtroom 8W, United States Courthouse, 300 4th St. S., Minneapolis

Minnesota 55415. **THE HEARING MAY BE CONTINUED BY THE COURT AT THE TIME OF HEARING WITHOUT ADDITIONAL NOTICE**

3. Pursuant Local Rule 9006-1(c) any response related to issues to be considered at the Final Hearing must be filed and delivered not later than five (5) days before the time set for the Final Hearing. **UNLESS A RESPONSE OPPOSING THE MOTION IS TIMELY FILED, THE COURT MAY GRANT THE MOTION WITHOUT A HEARING.**

4. The Court has jurisdiction over this motion pursuant to 28 U.S.C. §§ 157 and 1334, Bankruptcy Rule 5005 and Local Rule 1070-1. Venue of this case and the Motion are proper in this District pursuant to 28 U.S.C. §§ 1408 and 1409. This is a core proceeding. The petition commencing this Chapter 11 case was filed on May 22, 2017 (the “Petition Date”). The case is now pending in this Court.

5. The Motion arises under 11 USC §363. The Motion is filed under Bankruptcy Rule 9014 and Local Rules 9013-1 through 9013-3.

FACTUAL BACKGROUND

6. On the Petition Date, Debtor filed a voluntary petition for relief under Chapter 11 of Title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the “Bankruptcy Code”) in the United States Bankruptcy Court for the District of Minnesota (the “Court”).

7. Debtor continues to manage its estate as debtor-in-possession pursuant to §§ 1107(a) and 1108 of the Bankruptcy Code.

8. An Official Committee of Unsecured Creditors has not yet been appointed in Debtor’s Chapter 11 case and the US Trustee filed a notice indicating that they have been unable to form such a committee.

9. On May 26, 2017 the Court entered an order Jointly administering Stinar, HG, Inc. and its parent, Oakridge Holdings, Inc. [Docket 27].

A. Description of the Debtor’s Business

The late Frank Stinar founded Stinar HG, Inc., d/b/a The Stinar Corporation (“Stinar”) in 1946. Stinar is a Minnesota based company with a long standing reputation for reliable, high quality, custom, and cost-effective ground support equipment for the airline industry. Stinar has operated throughout the world via a combination of direct sales representation and company authorized agents. The company’s corporate headquarters and its 40,000 square foot manufacturing facility are in Eagan, Minnesota. Stinar’s sales for the past several years have been

in the \$5,000,000 range. Stinar has operated at a loss for several years.

On June 29, 1998, Oakridge Holdings, a publicly held Minnesota-based company, became the new owner of Stinar. Leading the management team as President of Stinar Corporation, is C.E.O. Robert Harvey and Vice President of Sales and Marketing, Robert Gregor. Currently, Stinar is the only asset of Oakridge Holdings. Oakridge Holdings has approximately 1,500 shareholders holding approximately 1,400,000 shares. The two largest shareholders of Oakridge Holdings are Robert Harvey who holds approximately 21% of the outstanding shares and Robert Gregor who holds approximately 10% of the outstanding shares. The stock of Oakridge is not listed on any exchange and the stock has few trades in the marketplace. The best information that the company has is that Oakridge's stock recently traded at about two cents per share.

Stinar's only business is the manufacturing of ground support equipment for the aviation industry. Stinar's products are used to load, service, and maintain all types of aircraft for both government and commercial applications. Some of the equipment Stinar manufactures are:

- Lavatory Service Carts and Trucks
- Potable Water Carts and Trucks
- Passenger Stairways, truck mounted and towable

- Maintenance High Lifts
- Disabled Passenger Transporters
- Flight Line Tow Trucks
- Refrigerated Catering Carts
- High Lift Catering Trucks
- Waste Drain Carts

Stinar builds products to meet specific customer needs. Many of Stinar's competitors, who offer only standard products to the marketplace, force their customers to modify operations to fit the products that are available. Stinar's goal is just the opposite. If a customer has a unique requirement, Stinar strives to provide them with a cost-effective solution. Stinar strives to make products that are reliable, designed for efficiency, simple and safe to operate, and are versatile for multi-use applications.

B. The Need for Bankruptcy Relief

When Stinar was acquired by Oakridge in 1998, international business comprised a third of its business. In 2010, it dropped to 14%. In 2016 it represented 1% of their business. The drop is attributed to a variety of issues. Stinar has not been able to replace this international business with U.S. customers or sales.

In addition, the recently imposed sequestration on purchases by the United States government has had a major impact on Stinar's government business. The percentage of government business for the past 8 years is as follows

2010, 65%
2011, 73%
2012, 66%
2013, 70%
2014, 42%
2015, 18%
2016, 7%
2017, 8%

Oakridge employed three different Auditors in the past two years. This grossly delayed the SEC Filings and hence Oakridge became delinquent on those filings. This caused a default in Stinar's agreement with its primary lender, Signature Bank. Signature Bank was unwilling to re-negotiate the terms of the three loans it has with the Company and the Bank increased Stinar's interest rate on all its loans to 10% per year which has had a considerable impact on Stinar's ability to use its cash to purchase inventory and parts to meets its sales orders.

C. Reorganization goals:

In August of 2016, Stinar entered into two agreements with with Kruckeberg Industries, LLC ("Kruckeberg"), a Blooming Prairie, Minnesota based injection molding and industrial manufacturer. The agreements were a long-term management agreement and an agreement to sell all of Stinar's assets to Kruckeberg. Based on the status of Stinar's parent corporation as a publicly traded company, Oakridge received advice that they would need to have a shareholder vote to dispose of the assets of Stinar. Stinar believed and still believes that it

would be impossible to obtain the vote of a majority of its shareholders for the sale of the assets of Stinar as the shares of Oakridge were originally issued in 1961 and there is little trading in the company. Oakridge believes many of the shareholders on the company's shareholder list are either deceased, aged or cannot be found. The two companies therefore chose to enter into a Chapter 11 Reorganization filing to provide an exit strategy for the investors through either a reorganization or a sale of Stinar's assets, provide cash flow support for the company's operations, restructure Stinar's secured debt and eliminate the significant expenses inherent in being a publically traded company, expenses that Stinar, as the only operating entity of Oakridge, is forced to pay. Prior to the filing of the Chapter 11 bankruptcy both the Management Agreement and the Asset Purchase Agreement were terminated by mutual agreement of the parties.

PREVIOUS MOTION FOR USE OF CASH COLLATERAL

On the Petition Date, Stinar filed a motion for both Preliminary and Final use of Cash Collateral [Docket 4]. On May 25, the Debtor's principal lender, Signature Bank, filed an objection [Docket 16]. On May 25 a preliminary hearing was held and the Court allowed preliminary use of cash collateral until the date of the final hearing [Docket 17]. Between the hearing on the preliminary use of cash collateral and the final hearing, two stipulations were entered into for the use of cash collateral between the Debtor and Signature bank, one on May 26 [Docket 22]

which led to an amended order for preliminary use of cash collateral on May 26 [Docket 25]. A second stipulation for use of cash collateral was entered into between the Debtor and Signature bank on June 7 [Docket 33] which led to the court's approval of said stipulation [Docket 33]. A third motion for the use of cash collateral was filed on August 2, 2017 [Docket 46] and a stipulation for use of cash collateral was entered into between the Debtor and the Bank on August 16, 2016 [Docket 47] which was approved on the same day by the Court [Docket 48]. The order entered in August covered use of cash collateral through the end of 2017. Since the end of 2017 the Bank has allowed use of cash collateral by consent. A fourth stipulation for the use of cash collateral was signed by the parties on February 2, 2018 and filed with the Court on February 6, 2018 [Docket 73]. Said Stipulation forms the basis for this motion.

The current order allowing for use of cash collateral provides for certain replacement liens, rights of inspection, reporting and continued insurance. The Debtor seeks to continue all previous rights provided to the Bank as previously approved by the Court.

SUMMARY OF RELIEF SOUGHT

10. Debtor seeks authority to use cash collateral of up to \$ 390,625 through the 13-week period ending May 4, 2018.

11. Debtor has one secured creditor with an interest in cash: Signature Bank that has two loans totaling a current balance of approximately \$1,132,482.00. More specifically, the loans and security for the Signature Bank loans are:

Loan No. 5802:
Balance: \$ 831,715
Description: Payable in monthly installments of \$ 6,672 including interest at 6.0 %, with a balloon payment in January 2023. Effective June 2015, the interest rate was raised to 10 % due to payment default in accordance with the terms of the note.

Security: The note is secured by the first mortgage on property owned by the Debtor, a blanket lien in all of Steiner's assets and a continuing commercial guarantee from both Oakridge Development and Robert Harvey and by the assignment of a life insurance policy on Robert Harvey.

Loan No. 5803:
Balance: \$300,767.00
Security: Mortgage on the land and buildings at 3255 Sibley Memorial Highway, Eagan, Minnesota consisting of an office, shop and out lots totaling approximately 7.1 acres and blanket lien on assets of Steiner (with equipment lien subordinate to SBA).

Description: Bank portion of SBA 504 loan guaranteed note payable in monthly installments of \$ 20,503 including interest at the prime rate (as published by the Wall Street Journal) plus 1 %, adjusted every calendar quarter (4.25 % at June 30, 2016), maturing in May 2018. The note is secured by the assets of the Company and the unconditional guarantee of the chief executive officer/key stockholder.

12. The Small Business Administration ("SBA") has a separate SBA 504 Loan with a current balance of \$632,585. This loan has a twenty year term and is

payable in monthly installments of \$ 5,107 including interest and SBA fees for an interest rate of 5.2%. The SBA portion of the 504 loan matures in March 2033. The note is secured by a second mortgage on the land and buildings at 3255 Sibley Memorial Highway, Eagan, Minnesota consisting of an office, shop and out lots totaling approximately 7.1 acres and an unconditional guarantee from both Oakridge Development and Robert Harvey Mortgage.

13. A vendor named FinishMaster, Inc. has filed a UCC Financing Statement with the Minnesota Secretary of State claiming a blanket lien on all of the Debtor's assets. Debtor has reviewed the credit application with Finish Master and nothing in that credit application allowed Finish Master to claim an interest in the cash of the Debtor. Finish Master is owed approximately \$30,000 as of the Petition Date.

14. Kruckeberg Inc. has a DIP loan with the Debtor that was approved under a stipulation entered between the parties on May 26, 2017 [Docket 23, the order approving the stipulation is Docket 26]. The terms of the DIP loan were extended via a Stipulation approved by the Court on October 25, 2017 [Docket 63]. The Debtor is in compliance with the terms of the extended DIP Financing agreement.

15. The Debtors have other equipment lenders with liens on various pieces of equipment owned by the Debtor but who Debtor believes hold no interest

in the cash assets of the Debtor. Signature Bank is referred to as the “Secured Creditor” with an outstanding balance due in the approximate amount of \$1,132,482.00. Secured Creditor has a purported lien in cash collateral. The Secured Creditor is oversecured as to cash collateral as of the Petition Date.

16. Debtor proposes that it be permitted to offer to continue granting the Secured Creditor a replacement lien or a security interest in any new assets, materials and accounts receivable, generated from the use of cash collateral, with the same priority, dignity, and validity of prepetition liens or security interest as adequate protection.

17. Debtor further proposes that it be permitted as adequate protection to continue paying the Secured Creditor \$8,000 per month which is a sum approximately equal to the interest accruing on the Security Bank loans. This is the sum that was approved previously by the Court.

18. As additional adequate protection, Debtor proposes (1) to maintain insurance on all of the property in which the Secured Creditor claims a security interest; (2) to pay all post-petition federal and state taxes, including timely deposit of payroll taxes; (3) provide the Secured Creditor access during normal business hours for inspection of their collateral and Debtor’s business records; and (4) all cash proceeds and income of Debtor will be deposited into a newly opened cash collateral account (i.e., the “DIP” account) as required by law and Local Rule.

A. Continuing Need for Use of Cash Collateral

19. The Debtor's cash flow projection for the next 12 months was attached as Exhibit A to the current cash collateral stipulation [Docket 73]. The exhibit attached shows steady increase in Cash Collateral over the next 13 weeks. The copies of the notes and security agreements for the Secured Creditor that debtor managed to locate were previously filed with the court.

20. Stinar continues to do well in its Chapter 11 thanks to the financing it has obtained from Kruckeberg Industries. Current active orders are up considerably since the beginning of the case. The infusion of the DIP loan has allowed Stinar to jump start production with the purchase of inventory and parts to increase its sales. As Exhibit A to the stipulation on file with the court shows, the company will be profitable overall in the requested cash collateral period (ending May 4, 2018) and will generate net cash of \$261,747 in that time if it is allowed to use the \$390,626.00 in cash collateral¹ estimated through that time.

21. Debtor has an ongoing need to use its cash collateral to pay the expenses incurred in the daily operations of its business. The expenses are itemized in further detail on the Projection, but include for example, payroll, payroll taxes, payments to suppliers for post-petition purchases, utilities, rent, and any other vendor providing post-petition goods and services to Debtor.

¹ Debtor does not believe that the funds from the DIP loan constitute "cash collateral" and if necessary will do the calculations to show which portion of the cash used in the next period would be cash collateral subject to the liens of Signature Bank. For the sake of argument, all cash used and produced is labeled "cash collateral."

22. Debtor must have access to cash collateral. If Debtor fails to make the payments contemplated by the Projection, it will for example, lose its employees and will be unable to hire new employees. Consequently, Debtor's operations would cease and the estate and the interests of the creditors would be irreparably harmed.

RELIEF REQUESTED

23. By this Motion, Debtor requests that the Court enter an order, a proposed form of which is attached to this Motion (the "Order").

- a. For a final order allowing Debtor to use cash collateral as defined in 11 U.S.C. § 363 in the Bankruptcy Code and in the manner and amounts as set forth in further detail herein;
- b. For an order deeming the Secured Creditor adequately protected and authorizing Debtor to grant a replacement lien or security interest to the Secured Creditor in the same dignity, priority, and validity of its pre-petition lien or security interest to the extent any cash collateral is used;
- c. Granting such other further protections as the court deems reasonable, so as to adequately protect the Secured Creditors' position, and allow the Debtor to use cash collateral in the ordinary course of business; and
- d. For any such other and additional relief the Court deems just and equitable.

24. Prior to the Hearing on the Motion, and in settlement of any and all of the matters raised in this Motion, Debtor may enter into further stipulations or agreed orders with the Secured Creditor concerning use of cash collateral, adequate

protection and other related matters. In the event Debtor enters into any such stipulation, it will seek approval of the stipulation without further notice or hearing pursuant to Bankruptcy Rule 4001(d)(4), and **DEBTOR HEREBY GIVES NOTICE OF INTENT TO SEEK APPROVAL OF ANY SUCH STIPULATION.**

BASIS FOR RELIEF REQUESTED

25. Debtor projects that such cash will be sufficient to fund its Chapter 11 administrative expenses, including post-petition operating expenses while maintaining a comparable level of collateral to provide adequate protection to the Secured Creditors as set forth in the Projection.

26. As a result, Debtor seeks authorization to use the cash collateral existing as of the commencement of this case, and which the Secured Creditor claims an interest, in order to pay expenses in accordance with the Projection.

27. If Debtor is not granted authority to use cash collateral, the only alternative may be to shut down operations, because Debtor would be unable to timely pay employees, vendors, and other payables that arise in the ordinary course of business. Any such shut down will greatly impair the value of the Secured Creditors' interest.

28. As an offer of adequate protection, Debtor proposes to continue the previously granted post-petition replacement security interest of the same priority,

dignity and effect as the Secured Creditors' pre-petition interest in Debtor's cash collateral, to the extent of cash collateral used.

29. As additional adequate protection, Debtor proposes to continue: (1) to maintain insurance on all of the property in which the Secured Creditors claim a security interest; (2) to pay all post-petition federal and state taxes, including timely deposit of payroll taxes; (3) provide the Secured Creditors access during normal business hours for inspection of their collateral and Debtor's business records; and (4) all cash proceeds and income of Debtor will be deposited into a newly opened cash collateral account (i.e., the "DIP" account) as required by law and Local Rule.

CONCLUSION

30. Pursuant to Local Rule 9013-2(c), Debtor states that should testimony be necessary, Debtor reserves the right to call the following witnesses:

- a. Robert Harvey, President of the Debtor;
- b. Other employees or agents of the Debtor as appropriate; and
- c. Other witnesses as deemed necessary.

31. This Motion is accompanied by a memorandum of law, proposed order, and proof of service pursuant to Local Rule 9013-2(a).

WHEREFORE, Debtor respectfully requests that this Court enter an order:

- a. Substantially in the form of the attached proposed order;
- b. Granting such other and additional relief as the Court deems just and appropriate.

Dated: February 12, 2018

/e/ Kenneth Edstrom

Kenneth Edstrom (148696)

kene@sapientialaw.com

Sapientia Law Group

120 South Sixth Street, Suite 100

Minneapolis, MN 55402

612-756-7108

Attorneys for Debtors

VERIFICATION

I, Robert Harvey, President of the two listed Debtor Entities, the movants named in the foregoing documents, declare under penalty of perjury that I have read the following documents:

1. Notice of Hearing and Motion for Continued Use of Cash Collateral.
2. Memorandum of Law In Support of Motion
3. Any related exhibits or attachments;

and that the facts contained therein are true and correct to the best of my knowledge, information and belief.

Dated: 2-12-18

Robert Harvey for
President
Robert Harvey

UNSWORN DECLARATION OF SERVICE

Under penalty of perjury, I declare that on February 12, 2018, in connection with the matter below, the following document(s) were served on the party(s) listed below in the manners indicated:

1. Notice of Hearing and Motion for Final Order for Continue Use of Cash Collateral;
2. Memorandum of Law in Support of Motion;
3. Proposed Order; and
4. Certificate of Service.

by **U.S. MAIL**, by enclosing a copy thereof in an envelope, postage prepaid, and by depositing the same in the post office at Minneapolis, Minnesota directed to the party(s) as indicated below:

SEE ATTACHED SERVICE LIST

via **ECF/MAIL NOTIFICATION**, to those entitled to ECF Notice

and/or by **FACSIMILE**, as indicated on the attached Service List.

/s/ Kenneth C. Edstrom
Kenneth C. Edstrom

STINAR HG, INC. D/B/A STINAR CORPORATION
Chapter 11 Bky. Case No. 17-31670

RULE 9013-3 SERVICE LIST

DEBTOR'S COUNSEL	DISTRICT DIRECTOR OF THE INTERNAL REVENUE SERVICE	UNITED STATES ATTORNEY FOR THE DISTRICT OF MINNESOTA
Kenneth C. Edstrom Sapientia Law Group PLLC 120 South Sixth Street, Suite 100 Minneapolis, MN 55402 Phone: 612-756-7108 Email: kene@sapientialw.com VIA ECF	Internal Revenue Service Wells Fargo Place 30 E. 7 th St., Mail Stop 5700 St. Paul, MN 55101 Fax: 651-312- 7970 VIA FACSIMILE	US Attorney 600 US Courthouse 300 South Fourth Street Minneapolis, MN 55415 Fax: 612-664-5788 VIA FACSIMILE
UNITED STATES TRUSTEE	INTERNAL REVENUE SERVICE CENTRALIZ ED INSOLVENC Y OPERATION	REQUESTS FOR NOTICE/NOTICE OF APPEARANCE
Sarah Wencil US Trustee 1015 US Courthouse 300 South 4 th Street Minneapolis, MN 55415	IRS Centralized Insolvency Operation P.O. Box 7346	Roylene A. Champeaux Assistant United States 600 United States Courthouse 300 South Fourth Street Minneapolis,

<p>Email: sarah.j.wencil@usdoj.gov ustpregion12.mn.ecf@usdoj.gov VIA ECF</p>	<p>Philadelphia, PA 19101-7346 Fax: 267-941-1015 VIA FACSIMILE</p>	<p>MN 55415 Roylene.Champeaux@usdoj.gov VIA ECF</p>
<p>DISTRICT COUNSEL OF THE INTERNAL REVENUE SERVICE</p>	<p>COLLECTION DIVISION OF THE MINNESOTA DEPARTMENT OF REVENUE</p>	
<p>IRS District Counsel 650 Galtier Plaza 380 Jackson Street St. Paul, MN 55101 Fax: 651-726-7360 VIA FACSIMILE</p>	<p>Minnesota Department of Revenue Collection Enforcement 551 Bankruptcy Section 600 North Robert Street P.O. Box 64447 St. Paul, MN 55101 Fax: 651-282-2817 VIA FACSIMILE</p>	
<p>DEBTOR: STINAR CORPORATION Attn: Robert Gregor 3225 Sibley Memorial Highway St. Paul, MN 55121 Email: bgregor@stinar.com VIA</p>		

FACSIMILE/EMAIL		
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TOP 10 UNSECURED CREDITORS-All Served VIA Fax or Email with copy by mail if an email address is noted or by US Mail if no Fax or Email is noted		
Garelick Steel Co., Inc. Attn: Kim Bliese 1900 North 2nd Street Minneapolis, MN 55411 Fax: 612-521-9553 kim@garelicksteel.com	Chase Cardmember Service Account No. XXXX XXXX 1760 P. O. Box 15298 Wilmington, DE 19850-5298	FinishMaster, Inc. Attn: Pam Aynes 1643 Solutions Center Chicago, IL 60677-1006 Fax: 317-238-5016 aynesp@finishmaster.com
American Express Box 0001 Los Angeles, CA 90096-8000	American Express P. O. Box 981531 El Paso, TX 79998- 1531 Acct No. XXXX- XXXXXX-X1008	Ford Motor Credit Company Attn: Mike Avers Irving Business Center, Dept. C P. O. Box 152496 Irving, TX 75015-2496 mavers1@ford.com
Wells Fargo Business P. O. Box 29482 Phoenix, AZ 85038- 8650	Blue Rock Refinishing Solutions Attn: Tom Maslowski 2974 Cleveland Avenue North Roseville, MN 55113 Fax: 651-621-8892 tom.maz@bluerockrs.com	Force America Dist., LLC Attn: Patty Albertson 501 E. Cliff Road, Suite #100 Burnsville, MN 55337 Fax: 952-707-1341 palbertson@forceamerica.com
Ruff Mfg., Inc. Attn: Pat 21105 Edmonton Avenue Farmington, MN		

55024 Fax: 651-463-1032 ruffmfg@frontiernet.net		
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SECURED CREDITORS \-All Served VIA Fax or Email with copy by mail if an email address is noted or by US Mail if no Fax or Email is noted

Signature Bank 9800 Bren Rd., Suite 200 Eden Prairie, MN 55343 Fax: 952 936-7801	Minneapolis Dist. SBA c/o Royce Nelligan, Counsel 330 2 nd Ave. So., Suite 430 Minneapolis, MN 55402 royce.nelligan@sba.gov	Kruckeberg Industries, LLC Attn: Julie Strand 500 Minimizer Way SE Blooming Prairie, MN 55917 julie@minimizer.com
Phil Bohl Gray Plant Law Firm 80 South 8 th Street, Suite 500 Minneapolis, MN 55402 phillip.bohl@gpmlaw.com VIA ECF		

**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MINNESOTA**

In re:

Jointly Administered Ch. 11
Cases under Case No. 17-31670
(KHS)

Stinar HG, Inc., Case No. 17-31670
Oakridge Holdings, Inc. Case No. 17-31669

Debtors.

ORDER FOR FINAL USE OF CASH COLLATERAL

Debtor moved for a final order for continued use of cash collateral. A hearing was held on February 28, 2018.

1. From January 29 through May 2, 2018 debtor is authorized to use cash collateral in an amount no greater than \$390,625.00.
2. For purposes of adequate protection, and only to the extent of cash collateral used, the debtor is authorized to grant any creditor having an interest in cash collateral a replacement lien in the debtor's post-petition assets of the same type and nature as subject to the pre-petition liens. Such liens shall have the same priority, dignity and effect as the lien the creditors held on the pre-petition property of the debtor.
3. Notwithstanding the foregoing, no replacement lien provided by this order shall extend to any cause of action under Chapter 5 of the United States Bankruptcy Code.
3. The replacement liens of the secured creditors are deemed properly perfected without any further act or deed on the part of the debtor or the creditor.
4. Entry of this order is without prejudice to the rights of any party-in-interest to dispute the validity, priority and effect of any security interest granted to any creditor claiming an interest in cash collateral.

BY THE COURT:

Dated: _____

Kathleen H. Sanberg
Chief United States Bankruptcy Judge