



SO ORDERED.

SIGNED this 30th day of January, 2018.

*Lena Mansori James*  
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LENA MANSORI JAMES  
UNITED STATES BANKRUPTCY JUDGE

UNITED STATES BANKRUPTCY COURT  
MIDDLE DISTRICT OF NORTH CAROLINA  
WINSTON-SALEM DIVISION

IN RE: )  
 )  
AUTO SUPPLY COMPANY, INC., ) Case No. 18-50018  
 ) Chapter 11  
Debtor. )

**ORDER AUTHORIZING DEBTOR TO: (A) USE CASH COLLATERAL ON A FINAL BASIS; (B) INCUR POSTPETITION DEBT ON FINAL BASIS; AND (C) GRANT ADEQUATE PROTECTION AND PROVIDE SECURITY AND OTHER RELIEF TO WELLS FARGO BANK, N.A., AS LENDER**

This matter came before this Court on the motion (the "Motion") of Auto Supply Company, Inc. (the "Debtor") requesting that this Court enter an order authorizing Debtor to: (a) use certain Cash Collateral on an emergency basis pending a Final Hearing; (b) incur Postpetition Debt on an emergency basis pending a Final Hearing; and (c) grant adequate protection and provide security and other relief to Wells Fargo Bank, N.A. ("Wells Fargo"), in its capacity as lender under the Prepetition Credit Agreement ("Prepetition Lender"), and Wells Fargo in its capacity as provider of postpetition credit hereunder ("Postpetition Lender"; together with Prepetition Lender, the "Lenders") and pursuant to the Interim Order. Unless otherwise indicated, all capitalized terms used as defined terms herein have the meanings ascribed thereto in Exhibit A attached hereto and by this reference are made a part hereof.

This Order shall constitute findings of fact and conclusions of law pursuant to Fed. R. Bankr. P. 7052 and shall take effect and be fully enforceable as of the Filing Date.

Having examined the Motion, being fully advised of the relevant facts and circumstances surrounding the Motion, and having completed a hearing pursuant to Code §§ 363

and 364 and Fed. R. Bankr. P. 4001(b) and (c), and objections, if any, having been withdrawn, resolved or overruled by the Court, **THE MOTION IS GRANTED, AND THE COURT HEREBY FINDS THAT:**

A. On the Filing Date, Debtor filed a voluntary petition for relief under chapter 11 of the Code. Debtor has retained possession of its property and continues to operate its businesses as debtor in possession pursuant to Code §§ 1107 and 1108.

B. The Court has jurisdiction over the Case and this proceeding pursuant to 28 U.S.C. § 1334. Determination of the Motion constitutes a core proceeding as defined in 28 U.S.C. § 157(b)(2). Venue over this Motion is proper under 28 U.S.C. § 1409(a).

C. A Committee was appointed in this Case on January 22, 2018.

D. Without prejudice to the rights of any party (other than the Debtor) and subject to the Unsecured Creditor Consideration and subject to Paragraph 8 of this Order, Debtor admits, stipulates and agrees that:

1. the Prepetition Documents evidence and govern the Prepetition Debt, the Prepetition Liens and the prepetition financing relationship among Debtor, Debtor's affiliate, Partland, LLC, a North Carolina limited liability company ("Partland"), the Guarantors, and Prepetition Lender;

2. the Prepetition Debt constitutes the legal, valid and binding obligation of Debtor, enforceable in accordance with the terms of the Prepetition Documents;

3. as of the Filing Date, Debtor is liable for payment of the Prepetition Debt, and the Prepetition Debt shall be an allowed secured claim in an amount not less than \$10,048,895.85, exclusive of accrued and accruing Allowable 506(b) Amounts;

4. no offsets, defenses or counterclaims to the Prepetition Debt exist, and no portion of the Prepetition Debt is subject to contest, objection, recoupment, defense, counterclaim, offset, avoidance, recharacterization, subordination or other claim, cause of action or challenge of any nature under the Code, under applicable non-bankruptcy law or otherwise;

5. the Prepetition Liens are Priority Liens, subject only to Permitted Priority Liens and secure payment of all of the Prepetition Debt;

6. upon the entry of this Order, for purposes of Code §§ 506(c) and 507(b) and Fed. R. Bankr. P. 3012, as of the Filing Date, Prepetition Lender is oversecured; provided, however, that nothing herein shall prejudice Prepetition Lender's right to later: (1) assert that its interests in the Prepetition Collateral lack adequate protection; and (2) seek a higher valuation of the Prepetition Collateral;

7. Debtor does not have, and hereby releases, and is forever barred from bringing any claims, counterclaims, causes of action, defenses or setoff rights relating to the Prepetition Documents, the Prepetition Liens, the Prepetition Debt or otherwise, against the Prepetition Lender and its affiliates, subsidiaries, agents, officers, directors, employees, advisors, consultants, predecessors in interest, successors and assigns.

E. Prepetition Lender has consented to the terms of this Order and is entitled to adequate protection as set forth herein pursuant to Code §§ 361, 362, 363 and 364 for any decrease in the value of such interests in the Prepetition Collateral from and after the Filing Date.

F. General Motors LLC ("GM") and Ford Motor Company ("Ford") have asserted liens and security interests in certain of the Cash Collateral that are subordinate to the interests of Prepetition Lender therein. All due and proper notice of this Court's hearing on the Motion was provided to GM and Ford, who have not consented to entry of this Order (other than GM, which has consented solely to the Distribution Carveout) but also have not objected to its entry. GM and Ford have reserved their respective rights in respect of Debtor's use of Cash Collateral.

G. Debtor is not aware of any other liens or security interests against accounts receivable or inventory, the proceeds of which would constitute "cash collateral" as the term is defined in the Bankruptcy Code.

H. Debtor needs to use Cash Collateral and incur Postpetition Debt as provided herein through the Termination Date in order to prevent immediate and irreparable harm to the estate and minimize disruption to and avoid the termination of its business

operations. Entry of this Order will also enhance the possibility of maximizing the value of the Debtor's businesses.

I. Debtor is unable to obtain unsecured credit allowable under Code § 503(b)(1) sufficient to finance the operations of its businesses. Except as provided below, Debtor is unable to obtain credit allowable under Code §§ 364(c)(1), (c)(2) or (c)(3) on terms more favorable than those offered by Postpetition Lender.

J. The terms of the Postpetition Debt have been negotiated at arm's length, and the Postpetition Debt is being extended in good faith, as that term is used in Code § 364(e).

K. The terms and conditions of the Postpetition Debt are fair and reasonable, the best available under the circumstances, reflect the Debtor's exercise of prudent business judgment consistent with its fiduciary duties, and are supported by reasonably equivalent value and consideration.

L. Under the circumstances of this Case, this Order is a fair and reasonable response to Debtor's request for Lenders' consent to the use of Cash Collateral and provision of Postpetition Debt, and the entry of this Order is in the best interest of Debtor's estate and its creditors.

M. The notice provided by Debtor of the Motion, the hearing on the Motion, and the entry of this Order satisfy the requirements of Fed. R. Bankr. P. 2002, 4001(b) and (c) and 9014 and Code §§ 102(1), 363, 364(c) and (d) and were otherwise sufficient and appropriate under the circumstances.

**WHEREFORE, IT IS HEREBY ORDERED THAT THE MOTION IS GRANTED, AND THAT:**

1. Authorization to Use Cash Collateral. Debtor is authorized to use Cash Collateral solely in accordance with and pursuant to the terms and provisions of this Order. Prior to the Termination Date, Debtor may not use or seek to use Cash Collateral other than pursuant to the terms of this Order.

2. Procedure for Use of Cash Collateral.

(a) Delivery of Cash Collateral to Lenders. Debtor shall deposit all Cash Collateral now or hereafter in its possession or control into the Blocked Account (or otherwise deliver such Cash Collateral to Postpetition Lender in a manner satisfactory to

Postpetition Lender) promptly upon receipt thereof for application in accordance with the terms of this Order. Without further order of court, Lenders may instruct all account debtors of existing and future accounts receivable included in the Aggregate Collateral to make payments directly into such Blocked Account or such other accounts satisfactory to Lenders, in which event all such proceeds shall be treated in accordance with the provisions of this Order.

(b) Cash Collateral in Lenders' Possession. Lenders are authorized to collect upon, convert to cash and enforce checks, drafts, instruments and other forms of payment now or hereafter coming into their possession or control which constitute Aggregate Collateral or proceeds thereof.

(c) Application of Cash Collateral. Lenders are, at their election, authorized to apply all Cash Collateral now or hereafter in Postpetition Lender's possession or control as follows: (1) first, to payment of Prepetition Debt consisting of Allowable 506(b) Amounts (other than the Prepetition Term Loan); (2) second, to payment of all other Prepetition Debt in such manner as Prepetition Lender elects; (3) third, to the payment of Postpetition Debt consisting of Postpetition Charges; (4) fourth, to the payment of all other Postpetition Debt; and (5) fifth, to the payment of all other Prepetition Debt. All such applications to Postpetition Debt shall be final and not subject to challenge by any person, including any Trustee. All such applications to Prepetition Debt shall be subject only to the right of parties in interest to seek a determination in accordance with Paragraph 8 below that such applications to other Prepetition Debt resulted in the payment of any unsecured prepetition claim of Prepetition Lender. Any amounts disgorged in connection with any such objection or determination shall be first applied to reduce the Postpetition Debt, dollar-for-dollar.

(d) Prohibition Against Use of Cash Collateral. Except as provided for in this Order, Debtor will not use or seek to use Cash Collateral, unless, in addition to the satisfaction of all requirements of Code § 363: (1) Lenders have consented to such order; (2) at the time such an order is entered, there is no Postpetition Debt outstanding and no obligation of Postpetition Lender to extend Postpetition Debt; or (3) such Cash Collateral is first used to pay the Postpetition Debt in full in cash.

3. Authorization To Incur Postpetition Debt.

(a) Postpetition Documents. Pursuant to the Interim Order, Debtor was authorized to enter into, and did enter into, the Postpetition Agreement, and the Postpetition Agreement constitutes valid and binding obligations of the Debtor, enforceable in accordance with its terms. Debtor is hereby authorized and has agreed to perform its obligations under and comply with all of the terms and provisions of the Postpetition Agreement, this Order, and any such other documents. To the extent there exists any conflict among the terms of the Motion, the Postpetition Agreement, and this Order, this Order shall govern and control.

(b) Permitted Uses of Postpetition Debt. Debtor is authorized and has agreed to incur Postpetition Debt solely: (1) in accordance with the terms and provisions of this Order, (2) to the extent required to pay those expenses enumerated in the Budget, including the Carveout, as and when such expenses become due and payable, subject to the Variance Covenants, (3) to the extent of Positive Borrowing Availability; and (4) to pay Allowable 506(b) Amounts and the Postpetition Charges. Notwithstanding anything to the contrary in this Paragraph 3, however, (i) Debtor is hereby authorized and directed to incur Postpetition Debt at any time to pay Allowable 506(b) Amounts, the Carveout, and the Postpetition Charges (including, without limitation, amounts due under Paragraph 3(c) of this Order) and (ii) if any Lender advances monies to Debtor and Debtor uses such monies other than in accordance with the terms or provisions of this Order, such advances shall be considered Postpetition Debt for purposes of this Order.

(c) Additional Terms of Postpetition Debt. In furtherance of the foregoing approval of the Postpetition Agreement, the following material terms of the Postpetition Debt are approved:

(i) Maximum Amount. The maximum principal amount of Aggregate Debt outstanding at any time, inclusive of Allowable 506(b) Amounts and Postpetition Charges, shall not at any time exceed \$10,500,000.

(ii) Interest. The Postpetition Debt shall bear interest at a per annum rate equal to the default rate applicable to Advances under Section 1.3(b) of the Prepetition Credit Agreement.

(iii) Closing Fee. Debtor shall pay to Postpetition Lender, a closing fee (the "Closing Fee") in the amount of \$160,000, (1)

\$60,000 of which was fully earned, due and payable immediately upon the entry of the Interim Order and (2) \$100,000 of which was fully earned on the date of the Interim Order but is not due and payable until March 16, 2018; provided, that, if the Aggregate Debt has been permanently repaid to an amount equal to or less than \$1,000,000 as of March 16, 2018, such second portion of the Closing Fee shall be waived.

(iv) Maturity. The Postpetition Debt shall mature and be due and payable in full by Debtor on the Termination Date.

(v) Guarantors. Each Guaranty and all related security documents shall remain in full force and effect notwithstanding the entry of this Order and any subsequent orders amending this Order or otherwise providing for the use of Cash Collateral consented to by Lenders pursuant to Code § 363 or additional financing by Postpetition Lender pursuant to Code § 364. Each Guarantor is and shall remain liable for the guaranteed obligations under each such Guaranty, and is hereby authorized and directed to reaffirm the Guaranty and related security documents in form and substance acceptable to Lenders, including confirmation of each Guarantor's obligations to guaranty repayment of Aggregate Debt up to \$1,200,000 and waiver by Guarantor of any defenses and counterclaims relating to the Guaranty. Partland is hereby authorized and directed to reaffirm its joint and several liability under the Prepetition Documents and directed to execute a guaranty of the Postpetition Debt and related security documents in form and substance acceptable to Postpetition Lender. With respect to Guarantors and Partland, Lenders shall have the right to apply any and all proceeds received from Guarantors or Partland to reduce the Prepetition Debt and Allowable 506(b) Amounts, and the Postpetition Debt at such times and in such manner as determined by Lenders in their sole discretion; *provided* that no marshaling shall be required of Lenders. At Lenders' election, no Postpetition Debt shall be incurred hereunder until Guarantors and Partland have reaffirmed their respective obligations and executed reaffirmations or guaranties as stated above.

(vi) Reserves. Lenders shall have the right to establish and maintain such Reserves against Positive Borrowing Availability as Lenders, in their sole discretion, deem appropriate, including, without limitation, the Reserves in existence or scheduled to come into existence as of the Filing Date.

(vii) Control Agreements. All "Control Agreements" (as defined in the Prepetition Credit Agreement) in effect as of the Filing Date shall remain in full force and effect notwithstanding the entry of this Order and any subsequent orders amending this Order, and shall be deemed to be in effect and apply to the Postpetition Lender and the Postpetition Debt as well as the Prepetition Lender and the Prepetition Debt.

(viii) Subordination Agreements. All subordination agreements or other agreements governing the relative rights or priorities of Prepetition Lender with other creditors of Debtor, Partland, or the Guarantors that were in effect as of the Filing Date shall remain in full force and effect notwithstanding the entry of this Order and such agreements shall be deemed amended to provide Postpetition Lender and the Postpetition Debt the same rights, priorities, and obligations as applicable to Prepetition Lender and the Prepetition Debt.

(d) Superpriority Administrative Expense Status; Postpetition Liens.

Subject to the Unsecured Creditor Consideration, the Postpetition Debt is hereby granted superpriority administrative expense status under Code § 364(c)(1), with priority over all costs and expenses of administration of the Case that are incurred or allowed under Sections 364(c)(1) or 507(b) of the Code; provided, however, that any such claim of Postpetition Lender under Code § 364(c)(1) will not be payable from the proceeds of any actions, causes of action, or rights to recover under Code §§ 544, 547, 548, 549, 550, 552 or 553 ("Avoidance Actions"). In addition, Postpetition Lender is hereby granted the Postpetition Liens to secure the Postpetition Debt. The Postpetition Liens: (1) are in addition to the Prepetition Liens; (2) pursuant to Code §§ 364(c)(2), (c)(3) and 364(d), are Priority Liens (subject only to Permitted Priority Liens) without any further action by Debtor or Postpetition Lender and without the execution, filing or recordation of any financing statements, security agreements, mortgages or other documents or instruments; (3) shall not be subject to any security interest or lien which is avoided and preserved under Code § 551; (4) shall remain in full force and effect notwithstanding any subsequent conversion or dismissal of the Case; (5) shall not be subject to Code § 510(c); and (6) shall not be subject to any landlord's lien, bailee's rights, right of distraint or levy, security interest or other interest that any landlord, bailee, warehousemen or landlord's mortgagee may have in the Aggregate Collateral located on such leased premises. Notwithstanding the foregoing, Debtor shall execute and deliver to Postpetition Lender such financing statements, mortgages, instruments and other documents as Postpetition Lender may request from time to time, and any such documents filed by Postpetition Lender shall be deemed filed as of the Filing Date. Further, Prepetition Lender shall serve as agent for Postpetition Lender for purposes of perfecting Postpetition Lender's security interest in any Postpetition Collateral that requires perfection by possession or control, and all Prepetition Third Party Documents shall be deemed to be for the benefit of Postpetition Lender without further action by any party.

(e) Prohibition Against Additional Debt. Debtor will not incur or seek to incur debt secured by a lien which is equal to or superior to the Prepetition Liens or the Postpetition Liens, or which is given superpriority administrative expense status under Code § 364(c)(1), unless, in addition to the satisfaction of all requirements of Code § 364: (1) Lenders have consented to such order; (2) at the time such an order is entered, there is no Postpetition Debt outstanding, and no obligation of Postpetition Lender to extend Postpetition Debt; or (3) such credit or debt is first used to pay the Postpetition Debt in full in cash.

4. Adequate Protection of Interests of Prepetition Lender in the Prepetition Collateral and the Prepetition Liens. Prepetition Lender has consented to the terms of this Order and is entitled to adequate protection as set forth herein and to the extent required under Code §§ 361, 362, 363 or 364 (including for any decrease in the value of such interests in the Prepetition Collateral from and after the Filing Date).

(a) Priority of Prepetition Liens/Allowance of Prepetition Lender's Claim. Subject to the terms of Paragraph 8 of this Order: (1) the Prepetition Liens shall constitute Priority Liens, subject only to the Postpetition Liens and the Permitted Priority Liens; (2) the Prepetition Debt constitutes the legal, valid and binding obligation of Debtor, enforceable in accordance with the terms of the Prepetition Documents; (3) no offsets, defenses or counterclaims to the Prepetition Debt exist, and no portion of the Prepetition Debt is subject to avoidance, recharacterization or subordination pursuant to the Code or applicable nonbankruptcy law; and (4) Prepetition Lender's claim with respect to the Prepetition Debt shall for all purposes constitute an allowed secured claim within the meaning of Code § 506 in an amount not less than \$10,048,895.85, exclusive of accrued and accruing Allowable 506(b) Amounts.

(b) Replacement Liens. Subject to Paragraph 8, Prepetition Lender is hereby granted the Replacement Liens as security for payment of the Prepetition Debt. The Replacement Liens: (1) are and shall be in addition to the Prepetition Liens; (2) are and shall be properly perfected, valid and enforceable liens without any further action by Debtor or Prepetition Lender and without the execution, filing or recordation of any financing statements, security agreements, mortgages or other documents or instruments; and (3) shall remain in full force and effect notwithstanding any subsequent conversion or dismissal of the Case.

Notwithstanding the foregoing, Debtor is authorized to and shall execute and deliver to Prepetition Lender such financing statements, mortgages, instruments and other documents as Prepetition Lender may request from time to time in respect of the Replacement Liens.

(c) Allowed Code § 507(b) Claim. If and to the extent the adequate protection of the interests of Prepetition Lender in the Prepetition Collateral granted pursuant to this Order proves insufficient, Prepetition Lender shall have an allowed claim under Code § 507(b), subject to the Carveout and the Distribution Carveout, in the amount of any such insufficiency, with priority over: (1) all costs and expenses of administration of the Case (other than Postpetition Lender's claims under Code § 364) that are incurred under any provision of the Code; and (2) the claims of any other party in interest under Code § 507(b).

5. Termination Date; Rights and Remedies.

(a) Effect of Termination Date. Unless extended by the Court upon the written agreement of Postpetition Lender, upon the Termination Date, without further notice or order of Court: (1) Debtor's authorization to use Cash Collateral and incur Postpetition Debt hereunder will automatically terminate; and (2) at Postpetition Lender's election: (i) the Postpetition Debt shall be immediately due and payable, (ii) Debtor shall be prohibited from using Cash Collateral for any purpose other than application to the Aggregate Debt in accordance with Paragraph 2(c) of this Order and (iii) Postpetition Lender shall be entitled to setoff any cash in Lenders' possession or control and apply such cash to the Aggregate Debt in accordance with Paragraph 2(c) of this Order; provided, however, if the Termination Date occurs under subsections (a)-(d) in the definition thereof, Postpetition Lender will promptly make an advance of Postpetition Debt in an amount equal to (i) the amount of postpetition employee wage expenses accrued in the ordinary course of business and pursuant to the Budget that remain unpaid as of the Termination Date plus (ii) up to \$10,000 of postpetition taxes accrued in the ordinary course of business and pursuant to the Budget that remain unpaid as of the Termination Date. For the avoidance of doubt, rights and remedies of Lenders upon the occurrence of the Termination Date shall be subject to the terms of Paragraph 6 below in respect of the Carveout.

(b) Rights and Remedies. As adequate protection for the Lenders, on the fifth (5<sup>th</sup>) business day after the Termination Date, at Postpetition Lender's election without

further order of the Court: (1) Lenders shall have automatic and immediate relief from the automatic stay with respect to the Aggregate Collateral (without regard to the passage of time provided for in Fed. R. Bankr. P. 4001(a)(3)), and shall be entitled to exercise all rights and remedies available to them under the Prepetition Documents (the remedies under which are hereby made applicable to Postpetition Debt) and applicable nonbankruptcy law; and (2) Debtor shall surrender the Aggregate Collateral and otherwise cooperate with Lenders in the exercise of their rights and remedies under the Prepetition Documents, this Order, and applicable nonbankruptcy law, including, without limitation, by filing a motion to retain one or more agents to sell, lease or otherwise dispose of the Aggregate Collateral upon the request and subject to terms and conditions acceptable to Lenders. Notwithstanding the foregoing, during the five (5) business day period following the Termination Date, Debtor may seek an order of this Court determining that an Event of Default alleged to have given rise to the Termination Date did not occur; provided, however, that during such five (5) business day period, Lenders shall have no obligation to advance Postpetition Debt or consent to use of cash collateral.

(c) Access to Collateral. Notwithstanding anything to the contrary herein, upon written notice to the landlord of any of Debtor's leased premises that an Event of Default has occurred and is continuing, either Lender may enter upon such leased premises for the purpose of exercising any right or remedy with respect to the Aggregate Collateral located thereon and shall be entitled to the Debtor's rights and privileges under such lease(s) without interference from such landlord; provided that such Lender shall pay to such landlord rent first accruing after the above referenced written notice and during the period of occupancy by such Lender, calculated on a per diem basis.

6. Carveout.

(a) Carveout Terms. The Carveout with respect to each Carveout Professional: (1) shall equal an aggregate amount not to exceed the lesser of (i) the aggregate amount provided in the Budget for such Carveout Professional for the period commencing on the Filing Date and ending on the Termination Date and (ii) the aggregate amount of allowed fees and expenses that accrue during the period commencing on the Filing Date and ending on the Termination Date; (2) shall be reduced dollar-for-dollar by any payments of fees and expenses to

such Carveout Professional not made from the prepetition retainer; and (3) shall be paid out of any prepetition retainer or property of the estate (other than property subject to an unavoidable lien in favor of the Prepetition Lender or the Postpetition Lender) before such payments are made from proceeds of the Postpetition Debt or the Aggregate Collateral. Further, Postpetition Lender shall have the right to reserve against the Positive Borrowing Availability from time to time an amount equal to the sum of the aggregate amount of unpaid fees and expenses set forth in the Budget for the Carveout Professionals. Upon the Termination Date, and notwithstanding anything herein to the contrary, Postpetition Lender shall provide Postpetition Debt to the Debtor in an amount equal to (a) the Carveout amount for each Carveout Professional determined in clause (1) above plus (b) an amount equal to the Post-Termination Date Carveout Amount, which Postpetition Debt shall be used by the Debtor or a Trustee for the sole purpose of funding the Carveout Professionals for fees and expenses or any Chapter 7 administrative expenses first arising after the Termination Date. Except as set forth in the preceding sentence, Postpetition Lender shall have no obligation to fund any fees or expenses of Carveout Professionals accrued on, prior to, or after the Termination Date. In the event that the Committee believes that the Carveout has become or is likely to become inadequate to pay applicable professional fees, the Committee reserves the right to request that Lenders increase the amount of the Carveout; provided that Lenders shall have the right to reject and object to any such request.

(b) Carveout Usage. No portion of the Carveout and no Postpetition Debt or Aggregate Collateral may be used to pay any fees or expenses incurred by any entity, including the Debtor, any Committee or the Carveout Professionals, in connection with claims or causes of action adverse to Lenders' interests in the Aggregate Collateral, including (1) preventing, hindering or delaying Lenders' enforcement or realization upon any of the Aggregate Collateral once an Event of Default has occurred; (2) using or seeking to use Cash Collateral or incurring indebtedness in violation of the terms hereof, or selling any Aggregate Collateral without Lenders' consent; or (3) objecting to or contesting in any manner, or in raising any defenses to, the validity, extent, amount, perfection, priority or enforceability of the Aggregate Debt or any mortgages, liens or security interests with respect thereto or any other rights or interests of Lenders, or in asserting any claims or causes of action, including, without limitation, any actions under chapter 5 of the Code, against Lenders; provided, however, that the foregoing shall not apply to costs and expenses, in an amount not to exceed \$25,000, incurred by any

Committee's professionals in connection with the investigation of a potential Challenge in accordance with Paragraph 8 of this Order; provided, further, however, that the Carveout may be used to pay fees and expenses incurred by the Carveout Professionals in connection with the negotiation, preparation and entry of this Order or any amendment hereto consented to by Postpetition Lender.

(c) Carveout Procedure. The Debtor shall periodically, upon the request of the Postpetition Lender, provide to the Postpetition Lender a written report (the "Carveout Report"), in which the Debtor discloses its then current estimate of (1) the aggregate amount of unpaid professional fees, costs and expenses accrued or incurred by the Carveout Professionals, through the date of the Carveout Report, and (2) projected fees, costs and expenses of the Carveout Professionals for the 30 day period following the date of such Carveout Report. Nothing herein shall be construed as consent by Lenders to the allowance of any fees or expenses of the Carveout Professionals or shall affect the right of Lenders to object to the allowance and payment of such fees, costs or expenses, or the right of Lenders to the return of any portion of the Carveout that is funded with respect to fees and expenses for a Carveout Professional that are approved on an interim basis that are later denied on a final basis. For the avoidance of doubt, no Carveout Professional shall be entitled to any portion of the Carveout allocated for any other Carveout Professional in the Budget.

7. No Surcharge. In the exercise of its business judgment, Debtor (or any Trustee) agrees that there shall be no surcharge of the Aggregate Collateral for any purpose, unless agreed to by Lenders. Further, Debtor represents that the Budget contains all expenses that are reasonable and necessary for the operation of its businesses and the preservation of the Aggregate Collateral through the period for which the Budget runs, and therefore includes all items potentially chargeable to Lenders under Code § 506(c). Therefore, the Debtor (or any Trustee) shall be deemed to have waived any rights, benefits or causes of action under Code § 506(c), the enhancement of collateral provisions of Code § 552, or any other legal or equitable doctrine (including, without limitation, unjust enrichment) as they may relate to or be asserted against the Lenders or the Aggregate Collateral. In reliance on the foregoing, Lenders have agreed to the entry of this Order.

8. Reservation of Rights; Bar of Challenges and Claims. The stipulations and representations contained in this Order, including, without limitation, in Paragraph D, shall be binding on all parties in interest, unless and solely to the extent that (i) the Debtor receives notice of a potential Challenge during the Investigation Period from any Challenge Party and (ii) the Court rules in favor of the plaintiff in any such timely and properly filed Challenge.

(a) Challenge Procedure. During the Investigation Period, a Challenge Party shall be entitled to determine whether a basis to assert a Challenge exists. If a Challenge Party identifies a basis to assert a Challenge, it must notify the Debtor during the Investigation Period of its demand that the Debtor initiate an action or adversary proceeding relating thereto and from the date that the Debtor is so notified, the Debtor shall have five (5) business days to notify the Challenge Party of whether or not the Debtor intends to initiate such action and ten (10) days thereafter to initiate such action. If the Debtor notifies such Challenge Party that the Debtor does not intend to initiate an action or adversary proceeding, the Challenge Party shall have ten (10) days from the receipt of such notice to initiate an action or adversary proceeding; *provided that*, in all events, a Challenge must be timely commenced during the Challenge Period. The Committee is deemed to have standing to assert a Challenge against Lenders, without further order of the Court, provided that the Committee has provided Debtor prior notice in accordance with this Paragraph 8(a). The Debtor, if timely notified of a potential Challenge, shall retain authority to prosecute, settle or compromise such Challenge in the exercise of its business judgment and subject to any applicable further order of court.

(b) Bar of Challenges and Claims. If the Debtor does not receive notice of a potential Challenge during the Investigation Period (or such later date as agreed in writing by Prepetition Lender, solely with respect to a potential Challenge against such party, or for cause shown by an order of this Court), without further order of the Court, (1) the claims, liens and security interests of the Prepetition Lender shall be deemed to be allowed for all purposes in this Case on the basis described in the findings set forth in Paragraph D hereof and shall not be subject to challenge by any party in interest as to extent, validity, priority or otherwise, and (2) the Debtor and its estate shall be deemed to have waived, released and discharged Prepetition Lender and its officers, directors, principals, attorneys, consultants, predecessors in interest, and successors and assigns of and from any and all claims and causes of

action, indebtedness, and obligations, of every type, which occurred on or prior to the date of entry of this Order with respect to or in connection with the Prepetition Debt, the Prepetition Liens, the Prepetition Documents or otherwise.

(c) Conversion to Chapter 7. Notwithstanding anything to the contrary, in the event that this Case is converted to a case under chapter 7 of the Code during the Investigation Period, the Investigation Period shall be deemed automatically extended for the chapter 7 trustee of Debtor to bring any Challenge within forty-five (45) days of the conversion of this Case.

9. Right to Credit Bid. In connection with the sale or other disposition of all or any portion of the Aggregate Collateral, whether under Code § 363, Code § 1129 or otherwise, pursuant to Code § 363(k), (a) Postpetition Lender will have the continuing right to use the amounts then outstanding under the Postpetition Debt, or any part thereof, to credit bid with respect to any bulk or piecemeal sale of all or any portion of the Aggregate Collateral and (b) subject to Paragraph 8 of this Order, Prepetition Lender will have the continuing right to use the amounts then outstanding under the Prepetition Debt, or any part thereof, to credit bid with respect to any bulk or piecemeal sale of all or any portion of the Aggregate Collateral.

10. Application of Sale Proceeds. All proceeds from bulk sales or other dispositions of all or any portion of the Aggregate Collateral shall be remitted to Lenders for application in accordance with Paragraph 2(c) of this Order, subject to the Carveout and the Distribution Carveout (if applicable).

11. Waiver of Right to Return/Consent to Setoff. Debtor hereby waives its rights: (a) to return any of the Aggregate Collateral pursuant to Code § 546(h); (b) to consent to any order permitting any claims pursuant to Code § 503(b)(9); and (c) to consent to setoff pursuant to Code § 553.

12. Indemnification. Debtor shall indemnify and hold harmless Prepetition Lender in accordance with the Prepetition Credit Agreement, and indemnify and hold harmless Postpetition Lender and its related parties on the same terms and conditions set forth in the Postpetition Agreement.

13. No Marshaling. No Lender or any of the Aggregate Collateral shall be subject to the doctrine of marshaling.

14. Postpetition Charges. All Postpetition Charges are hereby approved and shall be promptly paid by Debtor in accordance with this Order and the Postpetition Documents, without need for filing an application with the Court for approval or payment of the Postpetition Charges, subject to the following terms of this Paragraph 14. Prior to such payment, detail of the Postpetition Charges consisting of professional fees and expenses shall be provided to the Postpetition Charges Notice Parties. Such detail may contain redactions necessary to protect, and the provision of such information shall not constitute a waiver of, any attorney-client privilege or any benefits of the attorney work product doctrine. If no objection to the reasonableness of such fees and expenses is made in writing by the Postpetition Charges Notice Parties within the Postpetition Charges Review Period, then, without further order of or application to the Court, such fees and expenses shall be promptly paid by the Debtor. If an objection as to the reasonableness of such fees and expenses is made by any of the Postpetition Charges Notice Parties within the Postpetition Charges Review Period, then the disputed portion of such fees and expenses shall not be paid until the objection is resolved by the applicable parties in good faith or by order of the Court, and the undisputed portion shall be promptly paid by the Debtor.

15. Force and Effect of Prepetition Documents. Except as modified herein and subject to the other provisions of this Order and the Code, the Prepetition Documents shall remain in full force and effect with respect to the Prepetition Debt. To the extent there exists any conflict among the terms of the Motion, the Prepetition Documents and this Order, this Order shall govern and control.

16. Modification of Stay. The automatic stay of Code § 362 is hereby modified with respect to Lenders to the extent necessary to effectuate the provisions of this Order, including, after the Termination Date, to permit Lenders to exercise their respective rights contemplated by Paragraph 5 above (but subject to the terms and conditions described in such Paragraph 5).

17. No Waiver. Lenders shall not be deemed to have suspended or waived any of their rights or remedies under this Order, the Prepetition Documents, the Code, and applicable

nonbankruptcy law unless such suspension or waiver is in writing, signed by a duly authorized officer of Lenders, as applicable, and directed to Debtor. No failure of Lenders to require strict performance by Debtor (or by any Trustee) of any provision of this Order shall waive, affect or diminish any right of Lenders thereafter to demand strict compliance and performance therewith, and no delay on the part of Lenders in the exercise of any right or remedy under this Order, the Prepetition Documents, the Code, or applicable nonbankruptcy law shall preclude the exercise of any right or remedy. Further, this Order shall not constitute a waiver by Prepetition Lender of any of its rights under the Prepetition Documents, the Code or applicable nonbankruptcy law, including, without limitation its right to later assert: (1) that, any of its interests in the Aggregate Collateral lack adequate protection within the meaning of Code §§ 362(d) or 363(e) or any other provision thereof; or (2) a claim under Code § 507(b).

18. "Responsible Person." By taking any actions pursuant to this Order, Postpetition Lender shall not: (a) be deemed to be in control of the operations or liquidation of Debtor; or (b) be deemed to be acting as a "responsible person" with respect to the operation, management or liquidation of Debtor.

19. Release. Upon the date that the Postpetition Debt is paid in full in cash and prior to the release of the Postpetition Liens, Debtor shall execute and deliver to Postpetition Lender a customary payoff letter, including, without limitation, general release of any and all claims and causes of action that could have been asserted or raised under or in connection with the Postpetition Documents.

20. Financial Information. Debtor is hereby directed to deliver to Lenders and counsel for the Committee: (1) such financial and other information concerning the business and affairs of Debtor and any of the Aggregate Collateral required pursuant to the Prepetition Documents and the Postpetition Agreement. Debtor is also directed to allow Lenders and counsel for the Committee access to any premises owned or leased by Debtor for the purpose of enabling Lenders (or their respective designees) to inspect and audit the Aggregate Collateral and the Debtor's books and records. Such access for such purpose shall be permitted during normal business hours and upon forty-eight hours' notice or such shorter notice as may be provided in the Prepetition Documents. Debtor is also hereby directed to deliver to the Bankruptcy

Administrator and counsel to the Committee, contemporaneously with its delivery to Lenders, the financial information required under the Prepetition Credit Agreement and Postpetition Agreement.

21. Insurance. Debtor is directed to deliver to Lenders evidence, satisfactory to Lenders, that the Aggregate Collateral is insured for the full replacement value thereof, that all insurance policies required by the Prepetition Documents, Postpetition Agreement or obtained in connection with the Aggregate Collateral are maintained in full force and effect, and that Lenders are named as loss payee on all such property insurance policies and named as additional insured on all such liability policies as their interests may appear.

22. Amendments. Debtor and Postpetition Lender may enter into amendments or modifications of the Postpetition Agreement or the Budget without further notice and hearing or order of this Court; provided, that (a) such modifications or amendments do not materially and adversely affect the rights of any creditor or other party-in-interest and (b) notice of any such amendment or modification is filed with this Court.

23. Binding Effect. Except as provided in Paragraph 8 herein, this Order shall be binding on all parties in interest in the Case and their respective successors and assigns, including any Trustee, except that any Trustee shall have the right to terminate this Order after notice and a hearing. If, in accordance with Code § 364(e), this Order does not become a final nonappealable order, if a Trustee terminates this Order, or if any of the provisions of the Order are hereafter modified, amended, vacated or stayed by subsequent order of this Court or any other court, such termination or subsequent order shall not affect: (a) subject to Paragraph 8 of this Order, the stipulations, representations, and findings contained in this Order and the relief granted by and the releases contained in this Order and (b) the priority, validity, enforceability or effectiveness of any lien, security interest or other benefit or claim authorized hereby with respect to Cash Collateral used or Postpetition Debt incurred prior to the effective date of such termination or subsequent order. All such liens, security interests, claims and other benefits shall be governed in all respects by the original provisions of this Order, and Postpetition Lender shall be entitled to all the rights, remedies, privileges and benefits granted hereto, including the liens and priorities granted herein, with respect to the Postpetition Debt. Except as otherwise explicitly set forth in this Order, no third party is intended to be, or shall be deemed to be, a third party beneficiary of this Order.

24. Survival. The provisions of this Order, and any actions taken pursuant to or in reliance upon the terms hereof, shall survive entry of, and govern in the event of any conflict with, any order which may be entered in the Case: (a) confirming any chapter 11 plan, (b) converting any Case to a case under chapter 7 of the Code, (c) dismissing any Case, (d) withdrawing of the reference of any Case from this Court, or (e) providing for abstention from handling or retaining of jurisdiction of the Case in this Court. The terms and provisions of this Order, including, without limitation, the rights granted Postpetition Lender under Code §§ 364(c) and (d), shall continue in full force and effect until all of the Aggregate Debt is indefeasibly paid in full in cash and discharged.

25. Unsecured Creditor Consideration. Notwithstanding anything to the contrary herein or otherwise, nothing in Paragraphs 1 through and including 24, the Unsecured Creditor Consideration shall not be amended or modified in any way (including, without limitation, by s ubsequent orders of this Court) without the prior written consent of the Committee.

END OF DOCUMENT

**EXHIBIT A**

**DEFINED TERMS**

1. ***Aggregate Collateral.*** Collectively, the Prepetition Collateral and the Postpetition Collateral.
2. ***Aggregate Debt.*** Collectively, the Prepetition Debt and the Postpetition Debt.
3. ***Allowable 506(b) Amounts.*** To the extent allowable under Code § 506(b), interest at the default rate of interest as set forth in Section 1.3(b) of the Prepetition Credit Agreement, all fees, costs, expenses, and other charges due or coming due under the Prepetition Documents or in connection with the Prepetition Debt (regardless of whether such fees, costs, interest and other charges are included in the Budget), and all costs and expenses at any time incurred by Prepetition Lender in connection with: (a) the negotiation, preparation and submission of this Order and any other order or document related hereto, and (b) the representation of Prepetition Lender in the Case, including in defending any Challenge.
4. ***Avoidance Actions.*** As defined in Paragraph 3(d) above.
5. ***Blocked Account.*** The Blocked Account identified in the Postpetition Agreement.
6. ***Budget.*** The budget attached to this Order as Exhibit B, as amended, modified or supplemented from time to time, as may be agreed to by Postpetition Lender in its sole discretion.
7. ***Carveout.*** Collectively, (a) all fees required to the Office of the Bankruptcy Administrator pursuant to 28 U.S.C. § 1930(a), and (b) with respect to each Carveout Professional, the allowed fees and disbursements of as may be awarded to such Carveout Professional from time to time pursuant to Code § 330, in the aggregate amount set forth in Paragraph 6 of this Order.
8. ***Carveout Professionals.*** (i) Blanco, Tackabery & Matamoros, P.A., as proposed Debtor's counsel, (ii) the Finley Group, Inc., as proposed financial advisor to the Debtor; (iii) the professionals authorized by the Court to be retained by the Committee, and (iv) the Bankruptcy Administrator.
9. ***Case.*** The chapter 11 case or any superseding chapter 7 case of the Debtor.
10. ***Cash Collateral.*** All "cash collateral," as that term is defined in Code § 363(a), in which Lenders have an interest, all deposits subject to setoff rights in favor of Lenders, and all cash arising from the collection or other conversion to cash of the Aggregate Collateral, including from the sale of inventory and the collection of accounts receivable.

11. **Challenge.** A claim or cause of action challenging the extent, validity, perfection, priority or enforceability of the Prepetition Debt, the Prepetition Liens or any other claims or causes of action against Prepetition Lender, which Debtor, any Committee, or another party-in-interest may bring, in accordance with Paragraph 8 of this Order.

12. **Challenge Party.** The Committee, any Trustee, or other party-in-interest with the requisite standing.

13. **Code.** The United States Bankruptcy Code (11 U.S.C. § 101 *et seq.*), as amended, and any successor statute. Unless otherwise indicated, all statutory section references in this Order are to the Code.

14. **Committee.** The official creditors' committee appointed to represent unsecured creditors in the Case pursuant to Code § 1102.

15. **Cure Period.** (a) With respect to the occurrence of an Event of Default under subparagraphs (b) through (f), (h), (j), or (k) of the definition of such term, none; and (b) with respect to any other Event of Default, two Business Days following any Lender's written notice to counsel for Debtor and counsel for any Committee, via facsimile or overnight mail, of the occurrence of such Event of Default.

16. **Distribution Carveout.** \$750,000 of cash proceeds that would otherwise be payable to Lenders from (a) the Fisher Sale, (b) another sale of substantially all of the Aggregate Collateral to which Lenders affirmatively consent prior to the Termination Date, or (c) another sale of substantially all of the Aggregate Collateral that repays the Aggregate Debt in full, in cash, and on a final basis (after taking the Distribution Carveout into account) on the closing date thereof; provided, however the Distribution Carveout shall mean \$0 in the event that the Committee (or one of its members) commences a Challenge against Lender.

17. **Event of Default.** Any one or more of the following: (a) Debtor commits any Event of Default under the Prepetition Documents first occurring after the Filing Date; (b) Debtor fails to perform any of its obligations in strict accordance with the terms of this Order; (c) Debtor fails to comply with any of the Variance Covenants or the Sale Covenants; (d) Debtor, without Lenders' consent, seeks the use of Cash Collateral; (e) Debtor, without Lenders' consent, files a motion to incur debt secured by a lien with priority equal to or superior to the Postpetition Liens or which is given superpriority administrative expense status under Code § 364(c); (f) Debtor files a motion to conduct a Code § 363 sale of all or part of the Aggregate Collateral on terms unacceptable to the Lenders; (g) any Guarantor or Partland takes action to invalidate the Guaranty or Partland's joint and several liability for the Aggregate Debt; (h) Debtor files a chapter 11 plan that is not acceptable to Lenders; (i) any representation or warranty made by Debtor, any Guarantor, or Partland in any certificate, report or financial statement delivered to Lenders in connection with this Order proves to have been false or misleading in any material respect as of the time when made or given (including by omission of material information necessary to make such representation, warranty or statement not misleading); (j) the Case is converted to a case under chapter 7 of the Code; or (k) a Trustee is appointed or elected in the Case, or an examiner with the power to operate Debtor's business is appointed in the Case.

18. **Filing Date.** January 8, 2018.

19. **Final Hearing.** The final hearing on the Motion conducted in accordance with Fed. R. Bankr. P. 4001.

20. **Fisher Sale.** A sale of substantially all of the Aggregate Collateral by Debtor to Fisher Auto Parts, Inc. pursuant to (a) the Agreement for the Sale of Assets in effect between such parties on the date hereof and (ii) a final sale order that provides for all proceeds of such sale to be applied to the Aggregate Debt on a final and indefeasible basis, after payment of the Distribution Carveout.

21. **Guarantors.** Charles A. Key, Jr. and Karen D. Key.

22. **Guaranty.** That certain Continuing Guaranty, dated as of September 11, 2014, by Guarantors in favor of Prepetition Lender.

23. **Interim Order.** That certain Order Authorizing Debtor to: (A) Use Cash Collateral on an Emergency Basis Pending a Final Order; (B) Incur Postpetition Debt on an Emergency Basis Pending a Final Order; and (C) Grant Adequate Protection and Provide Security and Other Relief to Wells Fargo Bank, N.A., as Lender, which was entered on January 12, 2018 [Docket No. 60].

24. **Investigation Period.** The period from the Filing Date until February 28, 2018, at 9:00am Eastern time.

25. **Obligations.** The "Obligations", as that term is defined in the Postpetition Credit Agreement.

26. **Permitted Priority Liens.** Collectively, (a) the Carveout; (b) the Distribution Carveout; and (c) liens in favor of third parties upon the Prepetition Collateral, which third-party liens, as of the Filing Date: (1) had priority under applicable law over the Prepetition Liens, (2) were not subordinated by agreement or applicable law, and (3) were non-avoidable, valid, properly perfected and enforceable as of the Filing Date.

27. **Positive Borrowing Availability.** The amount that Debtor may borrow under the Postpetition Agreement.

28. **Post-Termination Date Carveout Amount.** If the Termination Date occurs (a) under subsection (e) of the definition of Termination Date, \$50,000, or (b) under any other subsection of the definition of Termination Date, \$25,000.

29. **Postpetition Agreement.** That certain Postpetition Agreement, executed by Debtor, Partland, the Guarantors, and Lenders on January 12, 2018.

30. **Postpetition Charges.** All fees, costs, expenses, interest (such interest, as set forth in this Order), regardless of whether such fees, costs, interest and other charges are included in the Budget, including all reasonable out-of-pocket filing and recording fees, attorneys' fees and paralegals' fees and expenses, external and internal audit fees and expenses, closing fees, unused facility fees, letter of credit fees, fees and expenses of any consultant hired

by Lenders whether before or after the Filing Date, and all other costs and expenses incurred by Lenders in connection with the Postpetition Debt.

31. **Postpetition Charges Review Parties.** Counsel to the Debtors, the Bankruptcy Administrator, and counsel to the Committee.

32. **Postpetition Charges Review Period.** Seven (7) calendar days after delivery of the applicable invoices to the Postpetition Charges Review Parties.

33. **Postpetition Collateral.** All of the real and personal property of Debtor of any description whatsoever, wherever located and whenever arising or acquired, including all cash, accounts, inventory, equipment, fixtures, chattel paper, general intangibles (but excluding claims and proceeds of Avoidance Actions), all leaseholds, all commercial torts, all other "Collateral" (as that term is defined in the Prepetition Credit Agreement), and all proceeds, rents, issues, profits and products, whether tangible or intangible, of any of the foregoing, including proceeds of insurance covering any of the foregoing.

34. **Postpetition Debt.** All indebtedness or obligations of Debtor to Postpetition Lender incurred on or after the Filing Date pursuant to this Order or otherwise, including all Obligations and any advances made by Postpetition Lender to pay the Carveout.

35. **Postpetition Liens.** Priority Liens in the Aggregate Collateral, subject only to Permitted Priority Liens.

36. **Prepetition Collateral.** All of the "Collateral" (as that term is defined in that certain Security Agreement dated as of September 11, 2014, by and among Debtor, Partland, and Prepetition Lender, as amended and modified from time to time) existing as of the Filing Date, and all proceeds, rents, issues, profits and products thereof.

37. **Prepetition Credit Agreement.** That certain Credit Agreement dated as of September 11, 2014, by and among Debtor, Partland, Guarantors, and Prepetition Lender, as amended, modified and supplemented from time to time.

38. **Prepetition Debt.** (a) All indebtedness or obligations under the Prepetition Documents as of the Filing Date, including all "Obligations" (as defined in the Prepetition Credit Agreement), and all fees, costs, interest, and expenses as and when due and payable pursuant to the Prepetition Documents, plus (b) all Allowable 506(b) Amounts.

39. **Prepetition Documents.** The Prepetition Credit Agreement and the "Loan Documents" (as that term is defined in the Prepetition Credit Agreement).

40. **Prepetition Liens.** Prepetition Lender's asserted security interests in the Prepetition Collateral under the Prepetition Documents, subject only to Permitted Priority Liens.

41. **Prepetition Term Loan.** All principal of the "Term Loan" as defined in the Prepetition Credit Agreement outstanding from time to time, other than regularly scheduled amortization payments due in respect thereof in accordance with the Prepetition Credit Agreement.

42. **Prepetition Third Party Documents.** Collectively, Debtor's deposit account control agreements, leases, licenses, landlord agreements, warehouse agreements, bailment agreements, insurance policies, contracts or other similar agreements in which Prepetition Lender has an interest.

43. **Priority Liens.** Liens which are first priority, properly perfected, valid and enforceable security interests, which are not subject to any claims, counterclaims, defenses, setoff, recoupment or deduction, and which are otherwise unavoidable and not subject to recharacterization or subordination pursuant to any provision of the Code, any agreement, or applicable nonbankruptcy law.

44. **Replacement Liens.** Priority Liens in the Postpetition Collateral granted to Prepetition Lender pursuant to this Order, subject only to the Postpetition Liens and the Permitted Priority Liens.

45. **Reserves.** Collectively: (1) all "Reserves" under the Prepetition Credit Agreement on the Filing Date, plus (2) all reserves established by Lenders, in their sole and absolute discretion, pursuant to the Postpetition Agreement, after the Filing Date; plus (3) a reserve for the amount of the aggregate unpaid Carveout in the Budget through any date of determination.

46. **Sale Covenants.** The Debtor shall:

- A. On or before January 12, 2018, Debtor will file a motion, in form and substance acceptable to Lenders, to approve procedures for conducting a sale process and auction to sell of substantially all of Debtor's assets and to approve payment of certain fees to a stalking horse bidder in connection therewith (the "Sale Procedures Motion").
- B. On or before January 31, 2018, Debtor will obtain entry of an order of the Bankruptcy Court, in form and substance acceptable to Lenders, granting the Sale Procedures Motion (the "Sale Procedures Order").
- C. On or before March 1, 2018, Debtor will obtain entry of an order of the Bankruptcy Court, in form and substance acceptable to Lenders, authorizing a sale pursuant to the Sale Procedures Order (the "Sale Order").
- D. On or before March 16, 2018, Debtor will (a) consummate a sale in accordance with the Sale Order and (b) other than as may be separately agreed by Lenders, cause the proceeds thereof to be paid to Lenders at closing to repay the Aggregate Debt in full in cash, and on a final basis.

47. **Termination Date.** At Postpetition Lender's election, the earliest to occur of: (a) the date on which Postpetition Lender provides, via facsimile or overnight mail, written notice to counsel for Debtor and counsel for any Committee of the occurrence and continuance of an Event of Default (or, if applicable with respect to such Event of Default, the expiration of any applicable Cure Period); (b) [reserved]; (c) [reserved]; (d) a Sale Order is not entered by the Court in accordance with the Sale Covenants; (e) the closing date of the sale of substantially all of the assets of the Debtor; (f) the date on which the Aggregate Debt is indefeasibly paid in full in cash; and (g) March 17, 2018.

48. **Trustee.** Any trustee appointed or elected in the Case.

49. **Unsecured Creditor Consideration.** Collectively, (i) the Carveout to the extent applicable to the Committee's Carveout Professionals, (ii) the Distribution Carveout free and clear of prepetition and postpetition liens, security interests, claims and rights of the Prepetition Lender and the Postpetition Lender, and (iii) the Avoidance Actions free and clear of any liens, security interests, claims (including any claim under Section 507(b) of the Code) and rights of the Prepetition Lender and the Postpetition Lender to the extent granted or arising on a postpetition or adequate protection basis.

50. **Variance Covenants.** The Budget compliance covenants set forth in Section 4.9.3 of the Postpetition Agreement.

END OF DOCUMENT

**EXHIBIT B**

**BUDGET**

**[see attached]**

**AUTO SUPPLY COMPANY, I**  
**WEEKLY CASH PROJECTIONS**

Assumes Jan 8 Filing

Assumes March 17 Sale Date

Week Ending Date	1/13/2018	1/20/2018	1/27/2018	2/3/2018	2/10/2018	2/17/2018	2/24/2018	3/3/2018	3/10/2018	3/17/2018	3/17/2018	TOTAL
week	1	2	3	4	5	6	7	8	9	10		
Beginning Cash All Banks	36,537	-	-	-	-	-	-	-	-	-	-	36,537
Projected Cash Receipts	554,032	504,770	326,424	449,935	685,857	685,857	685,857	685,857	685,857	685,857	685,857	5,950,303
Required Cash Out												
Sales Taxes	9,000	30,000				9,000	30,000			9,000	45,000	105,000
Credit Card Fees	250,000	220,231	186,616		525,231	400,231	312,231	375,231	330,231			2,600,004
Inventory Purchases												
Selling Expenses:												
Loyalty/Growth Incentives	-	54,667			54,667				54,667			164,000
Promotions/Marketing	-				1,536				1,536			3,073
Employee Expenses:												
Salaries, Wages and Fees	90,044	10,000	28,000	230,000	10,000	230,000	10,000	230,000	77,500	10,000	130,000	1,280,000
Employment Benefits	2,000			3,086				10,000	3,086		5,000	463,044
Employee Reimbursements												13,172
Deliverv. Vehicle and Store Expenses:												
Delivery and Vehicle Fuel		23,000					23,000					46,000
Delivery and Vehicle Maintenance		8,000					8,000					16,000
Vehicle Leases				26,567			26,567				23,667	76,802
Delivery Supplies		1,396					1,396					2,792
Delivery and Freight	13,000	13,000	13,000	13,000	13,000	13,000	13,000	13,000	13,000	13,000	127,110	257,110
Store Expenses	762		5,231				5,231					11,224
Operating Expenses:												
Rents	41,000				41,000				41,000			123,000
Utilities	1,699		5,249				5,249				7,873	20,069
Telecommunications/Cell Phones	14,256		2,981				2,981				4,471	24,688
Repairs												
Insurance				41,849					41,849			83,699
Other Operating Leases/Contracts				1,338					1,338		16,958	48,909
Hardware/Software Ecommerce Data					16,000							16,000
Other General and Admin Expenses				4,322					4,322		2,000	10,643
Janitorial				1,080					1,080			2,160
Bank and Payroll Service Fees	5,000				5,000						5,000	15,000
E-Commerce		6,465					6,465				6,465	19,395
Professional Fees/Court Fees (Carve Out)	426,761	564,363	273,472	398,742	681,072	662,231	444,120	670,081	627,760	288,102	492,079	5,528,784
<b>TOTAL OPERATING CASH OUT</b>												
NET CASH	163,808	(59,593)	52,951	51,192	4,786	23,626	241,738	15,777	58,097	397,755	(492,079)	458,057
Advances/Repayments	(163,808)	59,593	(8,203)	(37,442)	(4,786)	(23,626)	(199,539)	1,459	(58,097)	(356,215)	492,079	(298,585)
Debt Service			(44,748)	(13,750)		(42,199)	(17,236)			(41,540)		(159,472)
Ending Cash in Bank												0

Cure Payments and final operating expenses incurred prior to sale



PARTIES TO BE SERVED

PAGE 1 OF 3

CASE NO. 18-50018

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Greensboro, NC 27401

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Ford Motor Company  
Ford Customer Service Division  
Credit Department  
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Dearborn, MI 48121

DELL  
DBC Dell BS Credit Rev Acctr  
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UQuality Automotive Prod.  
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