

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION, CANTON**

-----X	
In re	: Case No. 17-61735
SCI DIRECT, LLC	:
	: Chapter 11
	:
Debtor and	: Chief Judge Russ Kendig
Debtor-in-Possession	:
	:
(Employer Tax I.D. No. 27-1695346)	:
-----X	
In re:	: Case No. 17-61736
SUAREZ CORPORATION INDUSTRIES	:
	: Chapter 11
	:
	: Chief Judge Russ Kendig
Debtor and	:
Debtor-in-Possession	:
	:
(Employer Tax I.D. No. 34-1132690)	:
-----X	
In re	: Case No. 17-61737
RETAIL PARTNER ENTERPRISES, LLC	:
	: Chapter 11
	:
Debtor and	: Chief Judge Russ Kendig
Debtor-in-Possession	:
	:
(Employer Tax I.D. No. 27-1695537)	:
-----X	
In re	: Case No. 17-61738

MEDIA SERVICE CORPORATION	:	
	:	Chapter 11
	:	
Debtor and	:	Chief Judge Russ Kendig
Debtor-in-Possession	:	
	:	
(Employer Tax I.D. No. 34-1185822)	:	
-----	:	X

**MOTION OF THE DEBTORS FOR ENTRY OF INTERIM AND FINAL
ORDERS AUTHORIZING: (A) THE DEBTORS' USE OF CASH COLLATERAL
PURSUANT TO SECTION 363 OF THE BANKRUPTCY CODE; (B) AUTHORIZING
DEBTORS TO OBTAIN SECURED POSTPETITION FINANCING PURSUANT TO
SECTION 364 OF THE BANKRUPTCY CODE; AND (C) APPROVING AND
AUTHORIZING DEBTORS TO ENTER INTO CERTAIN RELATED LOAN
DOCUMENTS**

The above-captioned debtors and debtors in possession (the “Debtors”), hereby move the Court, pursuant to sections 363 and 364 of the Bankruptcy Code, 11 U.S.C. §§ 101-1330 (the “Bankruptcy Code”), and Rules 4001 and 9014 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), for the entry of interim and final orders: (a) authorizing the Debtors to use Cash Collateral (as such term is defined in section §363(a) of the Bankruptcy Code; (b) authorizing the Debtors to obtain secured postpetition financing (the “DIP Facility”); and (c) approving and authorizing the Debtors to enter into certain related loan documents.

In support of this Motion, the Debtors respectfully represent as follows:

Background

1. On August 7, 2017 (the “Petition Date”), the Debtor commenced its reorganization case by filing a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtor is continuing in possession of its property and is operating and managing its business, as debtor in possession, pursuant to sections 1107 and 1108 of the Bankruptcy Code.

2. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2) and venue of the Debtor's chapter 11 case and this Application is proper pursuant to 28 U.S.C. §§ 1408 and 1409 and Local Bankruptcy Rules.

3. The Debtor started in business in 1968 when Benjamin Suarez ("Mr. Suarez") started a small business from his home which eventually became Suarez Corporation Industries ("SCI"), a large and formerly very successful direct marketing company.

4. Following many failures and limited successes, SCI became profitable in 1973 and experienced major growth during the 1990s and 2000s when SCI's annual sales went from approximately \$16 million to over \$200 million, reaching a high of over \$400 million in 2008.

5. Then, like many American businesses, SCI's business suffered because of the 2008-2009 Great Recession. As it started to recover, in 2011, the federal government initiated an extensive investigation of alleged federal campaign finance law violations, which resulted in indictments in 2013 against SCI, Mr. Suarez, and SCI's chief financial officer, Michael Giorgio.

6. Following a month-long trial in 2014, Mr. Suarez was convicted on one count of attempted witness tampering and in January 2015 he began serving a fifteen-month sentence at a federal facility in West Virginia. Mr. Suarez was released in early 2016.

7. Stated plainly, SCI, already "wounded" by the nationwide economic downturn in 2008-2009, simply has not been able to financially recover from the significant expense and major distraction of the above-mentioned federal investigation and indictments, compounded by Mr. Suarez's lengthy absence from the business during his incarceration, unfortunately leaving it and its related entities insolvent and with no option other than bankruptcy to preserve its business and assets.

8. To finance their prepetition operations, the debtors Suarez Corporation Industries and SCI Direct, LLC entered into a Demand Promissory Note dated July 19, 2013, which note was amended and restated on or about April 15, 2015 (collectively, the “Notes”). The Notes are attached hereto as Exhibit A. The Notes were secured by substantially all of the assets of Suarez Corporation Industries and SCI Direct, LLC as provided in the security agreement executed by Suarez Corporation Industries and SCI Direct, LLC on or about April 15, 2016. The security agreement is attached hereto as Exhibit B. Finally, Nancy Suarez perfected her security interest in the collateral pursuant to the financing statement filed with the Ohio Secretary of State on April 15, 2016. The financing statement is attached hereto as Exhibit C. The Notes, security agreement, and financing statement are collectively referred to herein as (the “Prepetition Loan Documents”)

II. The Debtors’ Need for Use of Cash Collateral

9. The Debtors require the use of cash collateral to continue their business operations and to pay their regular daily expenses including employees’ wages, utilities, and their other costs of doing business.

10. To operate the Debtors’ business, it is essential that the Debtors be able to use cash receipts and accounts receivable as they are created.

11. The Debtors require cash collateral to meet postpetition payroll, to pay necessary business expenses, and to continue their operations.

12. The ability of the Debtors to continue in business and remain a viable entity and to have any prospect to propose a plan of reorganization under chapter 11 of the Bankruptcy Code depends upon obtaining such authority to immediately use cash collateral on the Petition Date.

13. Absent the requested relief, the Debtors will be unable to pay their payroll and payroll expenses, operating expenses, and to otherwise operate their business and preserve their assets.

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Immediate and irreparable harm to the Debtors' business and value of their estate will occur absent the relief requested herein.

14. Pursuant to section 363(c)(2) of the Bankruptcy Code, if the Prepetition Lender's interest in cash collateral is valid, the Debtors may use cash collateral only with the consent of the Prepetition Lender or with the Court's approval. By this Motion, the Debtors request that the Court authorize the Debtors to use cash collateral, in the ordinary course of their business, including, but not limited to, meeting their working capital needs.

15. Lender's interest in cash collateral is adequately protected. Such adequate protection will be provided to the Prepetition Lender through the preservation of the Debtors' value as a going concern.

16. Approval of the attached Interim Order is in the best interest of the Debtors' estate, and the Debtors believe that other creditors will not be prejudiced by the entry of the Interim Order.

17. The Debtors request that they be immediately authorized, pursuant to section 363(c) of the Bankruptcy Code, to use cash collateral according to the terms of the Interim Order.

III. The Debtors' Need for Secured Postpetition Financing and Description of DIP Facility

18. As evidenced by the budget attached hereto as Exhibit D, The Debtors also require secured postpetition financing (pursuant to section 364(c) and (d) of the Bankruptcy Code) to continue their business operations and to pay their regular daily expenses, including employees' wages, utilities, and other costs of doing business. The DIP Facility, as set forth in the Interim Order, will provide the Debtors with sufficient additional funds to allow the Debtors to continue operating their business.

19. To operate Debtors' business without interruption, it is essential that they be permitted to continue to borrow operating funds under the DIP Facility pending a closing of the sale of their assets.

20. The terms of the DIP Facility are set forth in the agreement, copies of which are attached hereto as Exhibit E (the "DIP Agreement"). The DIP Facility will be provided by the Prepetition Lender, Nancy Suarez (the "DIP Lender"), pursuant to the DIP Agreement by and among the Debtors and the DIP Lender. The DIP Facility provides up to approximately \$250,000.00 in credit to the Debtors (the "DIP Loans").

21. To secure advances under the DIP Facility, the DIP Lender will receive first priority mortgages, security interests, and liens encumbering the Debtors' property otherwise known as the "Collateral".

22. As further security for all loans, advances and any other indebtedness on obligations, contingent or absolute, which may now or from time to time hereafter be owing by the Debtors to the DIP Lender under the DIP Agreement, including without limitation, all principal and accrued interest, costs, fees, and expenses (the "DIP Obligations"), the Debtors proposes to grant to the DIP Lender, valid, binding, enforceable, and perfected liens (the "Postpetition Liens") as follows:

- a. pursuant to section 364(c)(2) of the Bankruptcy Code, subject to the Administrative Expense Priorities, a perfected first-priority security interest in and lien and mortgage against all property of the Debtors' estates, and any proceeds and products therefrom, that was not encumbered as of the Petition Date:

- b. subject to the Administrative Expense Priorities, as defined herein and defined in the DIP Agreement, perfected first-priority liens on, and security interests in, all accounts, inventory, instruments, documents, and intellectual property of the Debtors (including, without limitation, patents, copyrights, trademarks, franchises, and goodwill), in each case as provided in the DIP Agreement; the outstanding stock or other equity interests of the Debtors and their debtor and non-debtor subsidiaries; if any, and all general intangibles related to the foregoing and all other properties, rights, and assets of the Debtors or any guarantor that are or that are intended to be, subject to the security interests and mortgages created by the DIP Agreement, including, without limitation, deposit accounts and short-term investments as described in the DIP Agreement;
- c. pursuant to section 364(c)(3) of the Bankruptcy Code, subject to the Administrative Expense Priorities, a perfected junior lien on, and security interest in, all personal property (including, without limitation, cash, receivables, inventory, equipment, vehicles, furniture, bank accounts, trademarks, investment property, intercompany claims, claims against third parties and other general intangibles and the proceeds of any of the foregoing) of the Debtors and any proceeds and products therefrom, otherwise subject to a valid and perfected lien or security interest on the Petition Date (other than

to secure the Prepetition Indebtedness), or a valid lien perfected (but not granted) after the Petition Date, to the extent such perfection is expressly permitted under the Bankruptcy Code (other than to secure the Prepetition Indebtedness); and

- d. pursuant to section 364(d)(1) of the Bankruptcy Code, subject to the Administrative Expense Priorities, a perfected, first-priority, senior priming lien on, and security interest in, assets that as of the Petition Date may have been subject to liens junior to the liens that secured the Prepetition Indebtedness (the “Junior Liens”).

The property described in the preceding paragraphs 22(a), 22(b), 22(c), and 22(d) are collectively referred to as the “DIP Collateral”.

23. The DIP Agreement provides for certain events of default, including, but not limited to: (a) the failure by the Debtors to pay when due any amounts due and owing under the DIP Agreement; (b) a breach of any term, covenant, condition, or provision set forth in the DIP Agreement; (c) the Debtors’s ceasing to do business for any reason; and (d) the unauthorized distribution of cash or other assets constituting part of the Collateral to unsecured creditors on account of prepetition claims prior to the termination or resolution of the Debtors’ chapter 11 cases. Upon the occurrence of an event or default, the DIP Lender may, at its election, without notice of its election and without demand, but subject to any applicable terms and conditions set forth in the Bankruptcy Code, declare all of the Debtors’ obligations as immediately due and payable.

24. Debtors, their Prepetition Lender and DIP Lender contemplate that cash collateral will be used as described above. Debtors will continue to use their prepetition Collateral to create

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postpetition accounts receivable. Cash generated postpetition will be subject to the DIP Lender's postpetition security interest.

25. The Debtors will demonstrate adequate protection of the Prepetition Lender's and DIP Lender's interest in the Collateral by demonstrating at the hearing on this Motion that the Prepetition Lender's position will be improved if the relief requested in this Motion is granted. The Debtors will show that, if they are authorized to borrow under the DIP Facility, they will be able to operate and reorganize or sell their business or business assets. The Debtors will also show that, if they are unable to borrow under the DIP Facility, they will immediately run short of funds and be forced to shut down and liquidate. In short, as the Debtors will demonstrate, the Prepetition Lender's and DIP Lender's interests will be adequately protected, in part, because the Prepetition Lender will be much better off if the Debtors are able to borrow under the DIP Facility and continue in operation.

26. In accordance with sections 364(a), (b), and (c) of the Bankruptcy Code, the Debtors have attempted to obtain secured or unsecured debtor in possession financing on terms as, or more, beneficial than those set forth in the DIP Agreement. Despite those efforts, however, the Debtors has been unable to obtain alternative financing. No other prospective lender is willing to extend new credit based solely on a potential administrative expense priority; a "superpriority" over any and all administrative expenses of the kind specified in sections 503(b) and 507(b) of the Bankruptcy Code; a lien on the Debtors' unencumbered property (since the Debtors have insufficient unencumbered property); or a lien junior to the existing liens on the Debtors' encumbered property. Likewise, no other prospective lender would offer terms as favorable to the Debtors as the terms set forth in the DIP Agreement.

27. Finally, the terms and conditions of the DIP Agreement, including the terms under which the DIP Lender will receive certain security interests are fair and reasonable under the

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circumstances. Obtaining credit and incurring debt pursuant to the proposed DIP Agreement are actions reasonable and necessary to continue the Debtors' business operations and to preserve their bankruptcy estates. Thus, the Debtors believe that the entry of an order granting the interim and final relief requested in this Motion is in the best interests of their estates and creditors.

28. The Court's approval of the DIP Facility described above: (a) will minimize the disruption of the Debtors' business that would otherwise result from the absence of interim debtor in possession financing; (b) will increase the likelihood that the Debtors will successfully complete a sale of their assets; and (c) is necessary to avoid immediate and irreparable harm to the Debtors and their assets, business, goodwill, reputation, employees, and creditors. For these additional reasons, approval of the DIP Agreement and the DIP Facility evidenced thereby is in the best interests of the Debtors, their estate and its creditors.

V. The Necessity for Both Interim and Final Relief

29. Absent use of cash collateral and borrowing under the DIP Facility, the Debtors will not have sufficient funds to meet their working capital needs. Consequently, the Debtors require immediate use of cash collateral and debtor in possession revolving credit facility to finance their business operations and meet ongoing cash and credit needs during the pendency of their chapter 11 case. During the period between the interim hearing on this Motion and the final hearing, the Debtors require immediate authority to use cash collateral and borrow, under the DIP Facility, sufficient funds to meet its financing needs. Any denial of the financing contemplated by the DIP Facility would prevent the Debtors from operating as viable going concerns thereby substantially (and perhaps irreparably) impairing their ability to effectuate a successful reorganization or sale of their assets. Thus, the relief requested in this Motion is essential to the Debtors' short-term survival and the Debtors' ultimate ability to reorganize successfully or consummate a sale of their assets.

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VI. Debtors' Professionals' Carve-Out

30. The Debtors' Prepetition Lender has agreed that except as set forth with respect to the superpriority claims related to the DIP Indebtedness, the liens, mortgages and security interests claims granted to the Prepetition Lender with respect to the replacement liens, shall be subject and subordinate to a carve-out as follows (collectively the "Carve-Out"): up to \$200,000.00 aggregate for the allowed fees and expenses of the following professionals of the Debtors retained pursuant to Bankruptcy Code sections 327 or 328: up to \$80,000.00 for Anthony J. DeGirolamo, proposed counsel to the Debtors; up to \$50,000.00 for Craig T. Connelly, proposed special counsel to the Debtors; up to \$50,000.00 for the Phillips Organization, proposed financial advisor the Debtors; and up to \$20,000 in the aggregate for the allowed fees and expenses of counsel and any other professionals of a committee appointed in these cases pursuant to Bankruptcy Code sections 1103 or 329. No portion of the Carve-Out may be used to litigate, object, contest or challenge in any manner or raise any defense to the debt or collateral position of the Prepetition Lender, whether by challenging the validity, extent, amount, perfection, priority or enforceability of the Loan Agreement or the DIP Agreement, the obligations or the Prepetition Lender's liens, security interests or mortgages, or any other rights of interests or Replacement Liens with respect thereto or any other rights or interests of the Prepetition Lender, or by seeking to subordinate or recharacterize the claims of the Prepetition Lender, or by asserting any claims or causes of action, including, without limitation, any actions under chapter 5 of the Bankruptcy Code, against the Prepetition Lender. The Carve-Out shall not be used in connection with (i) preventing, hindering or delaying the Prepetition Lender's enforcement or realization upon the Collateral in accordance with this Order, (ii) using or seeking to use Cash Collateral other than in accordance with this Order or selling or otherwise disposing of the Collateral without the consent of the Prepetition Lender, (iii) using or seeking to use

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any insurance proceeds related to the Collateral without the consent of the Prepetition Lender; or (iv) obtaining credit or incurring debt secured by a lien senior to or *pari passu* with the Prepetition Lender's liens or the Replacement Liens.

VII. Request for Interim Relief

31. Use of cash collateral and the DIP Facility represents the Debtors' sole source of operating funds and working capital. Without the right to use cash collateral and borrow under the DIP Facility, the Debtors would be forced to cease operations. The Debtors seek, therefore, after a preliminary hearing, immediate use of cash collateral and authority to borrow under the DIP Facility to avoid immediate and irreparable harm to the Debtors and their estates.

VIII. Notice

32. No creditors' committee has been appointed in this chapter 11 case. Notice of this Motion has been given to the following parties or, in lieu thereof, to their counsel, if known: (a) the United States Trustee; (b) the Debtors' 20 largest unsecured creditors as identified in its chapter 11 petition; (c) the Debtors' prepetition secured lender; and (d) the District Director of Internal Revenue; (e) any party with an interest in the collateral. In light of the nature of the relief requested herein, the Debtors submit that no other or further notice is required.

33. The Debtors further request that the Court deem service of this Motion, pursuant to Bankruptcy Rule 4001(b)(1) and 4001(c)(1) and service of the Interim Order, good and sufficient notice of the final hearing.

IX. No Prior Request

34. No prior request for the relief sought in this Motion has been made to this or any other court.

WHEREFORE, the Debtors respectfully request that the Court enter an Order after a preliminary hearing attached hereto as Exhibit F: (a) authorizing the Debtors' immediate use of cash collateral in an amount sufficient to avoid immediate and irreparable harm to the Debtors and their estates; (b) authorizing secured postpetition financing on a superpriority basis in an amount sufficient to avoid immediate and irreparable harm to the Debtors and their estates; (c) after a final hearing,

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enter a final order authorizing the Debtors use of cash collateral in the ordinary course of the Debtors' business; (d) authorizing secured postpetition financing on a superpriority basis; and (e) granting the Debtors such other and further relief as the Court deems just and proper.

Respectfully submitted,

/s/ Anthony J. DeGirolamo

Anthony J. DeGirolamo (0059265)

3930 Fulton Dr., Ste. 100B

Canton, Ohio 44718

Telephone: (330) 305-9700

Facsimile: (330) 305-9713

E-mail: ajdlaw@sbcglobal.net

PROPOSED COUNSEL FOR THE
DEBTORS AND DEBTORS IN
POSSESSION

EXHIBIT A

Demand Promissory Note
(Line of Credit)

\$ 4,000,000

July 19, 2013

FOR VALUE RECEIVED, **Suarez Corporation Industries**, an Ohio corporation whose principal place of business is located at 7800 Whipple Ave. NW, North Canton, OH 44720, and **SCI Direct, LLC**, an Ohio limited liability company whose principal place of business is located at 7800 Whipple Ave. NW, North Canton, OH, (collectively, the "Makers"), jointly and severally promise to pay to the order of **Nancy E. Suarez**, an individual residing in Ohio (the "Holder"), the principal sum of this note ("Note") of \$4,000,000, or so much thereof that has been advanced by the Holder at any time and not hereafter repaid, together with interest calculated at the rate of 9.25% per annum, except that if the Makers fail to pay the amount due under this Note within 30 days of the Holder's demand, the interest rate is to be increased to the lesser of 18% or the maximum rate allowed by law until the Makers have paid in full the entire Note balance. Interest is to be calculated in arrears on the basis of a 360-day year and actual days elapsed.

1. **Loan Advances.** The loan evidenced by this Note will be made in multiple advances by Holder to the Makers. Each such advance will be made upon receipt by the Holder of a written request from either Maker which sets forth the amount to be advanced and disbursement instructions. The Holder is entitled to rely upon any written communication requesting an advance and/or providing disbursement instructions which is received in good faith from anyone reasonably believed to be the Makers or the Makers' authorized agent. Notwithstanding anything to the contrary, the Holder is not required to make an advance under this Note after the occurrence of an Event of Default.
2. **Payment.** This Note is payable on demand by the Holder without prior notice. Upon demand by the Holder, the Makers must pay the entire unpaid principal balance of this Note, together with all accrued but unpaid interest thereon. The Makers may make prepayments without penalty on this Note which prepayments must be applied first against principal.
3. **Manner of Payment.** All payments of principal and interest on this Note must be made by check at 6490 Friarsgate Drive N.W., Canton, Ohio 44718 or at such other place in the United States of America as the Holder may designate to the Makers in writing or by wire transfer of immediately available funds to an account designated by the Holder in writing.
4. **Events of Default.** The occurrence of any one or more of the following events with respect to either Maker constitutes an event of default hereunder ("Event of Default"):
 - (a) If the Makers fail to pay when due any payment of principal or interest on this Note.
 - (b) If under the United States Bankruptcy Code or any other federal or state law relating to insolvency or relief of debtors (a "Bankruptcy Law"), a Maker (i) commences a voluntary case or proceeding; (ii) consents to the entry of an order

for relief against it in an involuntary case; (iii) consents to the appointment of a trustee, receiver, assignee, liquidator or similar official; (iv) makes an assignment for the benefit of its creditors; or (v) admits in writing its inability to pay its debts as they become due.

- (c) If a court of competent jurisdiction enters an order or decree under any Bankruptcy Law that (i) is for relief against a Maker in an involuntary case, (ii) appoints a trustee, receiver, assignee, liquidator or similar official for a Maker or substantially all of Maker's properties, or (iii) orders the liquidation of a Maker, and in each case the order or decree is not dismissed within 60 days.
 - (d) The death of Benjamin D. Suarez.
 - (e) The occurrence or existence of any Event of Default under the Security Agreement referenced in Section 6 below.
- 5. Confession of Judgment. The Makers hereby authorize any attorney at law to appear in any court of record in the State of Ohio or in any other state or territory of the United States, after the above obligation becomes due by acceleration or otherwise, to admit the maturity thereof, to waive the issuing and service of process and confess a judgment against the Makers in favor of any Holder of this Note, for the amount then appearing due, together with costs of suit.
 - 6. Security. This Note is secured by two Mortgage Deeds and a Security Agreement dated of even date, executed by the Makers in favor of the Holder.
 - 7. Joint and Several. The obligations under this Note are joint and several. It is the expressed intent of the parties that each of the Makers signing below are responsible for all obligations, liabilities and indebtedness due and owing under the terms of this Note.
 - 8. Waivers. The Maker waives presentment for payment, protest and demand, and notice of protest, demand and/or dishonor and nonpayment of this Note, and all other notices or demands required by law that the Makers may lawfully waive. The Holder may extend from time to time a payment due under this Note without in any way affecting the liability of the Makers. No unilateral consent or waiver by the Holder with respect to any action or failure to act which, without consent, would constitute a breach of any provision of this Note is valid and binding unless in writing and signed by the Holder.
 - 9. Governing Law. This Note is governed by the laws of the state of Ohio other than those relating to conflicts of laws. The Makers consent to submit itself to the jurisdiction and venue of the state or federal courts located in Stark County, Ohio and that service of process may be made upon it in the manner specified in Section 11 below.
 - 10. Remedies. Upon the occurrence of an Event of Default hereunder, the Holder may exercise any and all rights and remedies available to it under applicable law, including, without limitation, the right to collect from either Maker all sums due under this Note.
 - 11. Notices. Any notice required or permitted to be given hereunder may be given in accordance with Section 15 of the Security Agreement referenced in Section 6 above.

12. Commercial Note and Location. This Note does not arise out of a consumer loan or consumer transaction. The Maker executed this Note in Stark County, Ohio.

WARNING: BY SIGNING THIS PAPER YOU GIVE UP YOUR RIGHT TO NOTICE AND COURT TRIAL. IF YOU DO NOT PAY ON TIME, A COURT JUDGMENT MAY BE TAKEN AGAINST YOU WITHOUT YOUR PRIOR KNOWLEDGE AND THE POWERS OF A COURT CAN BE USED TO COLLECT FROM YOU, REGARDLESS OF ANY CLAIMS YOU MAY HAVE AGAINST THE CREDITOR WHETHER FOR RETURNED GOODS, FAULTY GOODS, FAILURE ON HIS PART TO COMPLY WITH THE AGREEMENT, OR ANY OTHER CAUSE.

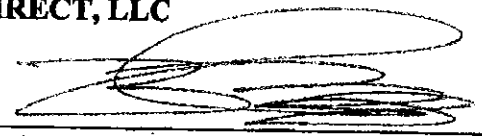
SUAREZ CORPORATION INDUSTRIES

By: _____


Timothy Ditty, Vice President

SCI DIRECT, LLC

By: _____


Timothy Ditty, Vice President

AK3:1193194_v1

First Amended and Restated Demand Promissory Note
(Line of Credit)

\$ 20,000,000

_____, 2015

FOR VALUE RECEIVED, **Suarez Corporation Industries**, an Ohio corporation whose principal place of business is located at 7800 Whipple Ave. NW, North Canton, OH 44720, and **SCI Direct, LLC**, an Ohio limited liability company whose principal place of business is located at 7800 Whipple Ave. NW, North Canton, OH, (collectively, the "Makers"), jointly and severally promise to pay to the order of **Nancy E. Suarez**, an individual residing in Ohio (the "Holder"), the principal sum of this note ("Note") of \$20,000,000, or so much thereof that has been advanced by the Holder at any time and not hereafter repaid, together with interest calculated at the rate of 9.25% per annum, except that if the Makers fail to pay the amount due under this Note within 30 days of the Holder's demand, the interest rate is to be increased to the lesser of 18% or the maximum rate allowed by law until the Makers have paid in full the entire Note balance. Interest is to be calculated in arrears on the basis of a 360-day year and actual days elapsed. This Note amends and restates the Demand Promissory Note dated July 19, 2013 executed by the Makers in favor the Holder (the "Prior Note").

1. **Loan Advances.** The loan evidenced by this Note will be made in multiple advances by Holder to the Makers, but the aggregate amount of such advances, including the initial advances representing the refinance of the Prior Note, may not exceed \$20,000,000. Each such advance will be made upon receipt by the Holder of a written request from either Maker which sets forth the amount to be advanced and disbursement instructions. The Holder is entitled to rely upon any written communication requesting an advance and/or providing disbursement instructions which is received in good faith from anyone reasonably believed to be the Makers or the Makers' authorized agent. Notwithstanding anything to the contrary, the Holder is not required to make an advance under this Note after the occurrence of an Event of Default.
2. **Payment.** This Note is payable on demand by the Holder without prior notice. Upon demand by the Holder, the Makers must pay the entire unpaid principal balance of this Note, together with all accrued but unpaid interest thereon. The Makers may make prepayments without penalty on this Note which prepayments must be applied first against principal.
3. **Manner of Payment.** All payments of principal and interest on this Note must be made by check at 6490 Friarsgate Drive N.W., Canton, Ohio 44718 or at such other place in the United States of America as the Holder may designate to the Makers in writing or by wire transfer of immediately available funds to an account designated by the Holder in writing.
4. **Events of Default.** The occurrence of any one or more of the following events with respect to either Maker constitutes an event of default hereunder ("Event of Default"):
 - (a) If the Makers fail to pay when due any payment of principal or interest on this Note.

- (b) If under the United States Bankruptcy Code or any other federal or state law relating to insolvency or relief of debtors (a "Bankruptcy Law"), a Maker (i) commences a voluntary case or proceeding; (ii) consents to the entry of an order for relief against it in an involuntary case; (iii) consents to the appointment of a trustee, receiver, assignee, liquidator or similar official; (iv) makes an assignment for the benefit of its creditors; or (v) admits in writing its inability to pay its debts as they become due.
 - (c) If a court of competent jurisdiction enters an order or decree under any Bankruptcy Law that (i) is for relief against a Maker in an involuntary case, (ii) appoints a trustee, receiver, assignee, liquidator or similar official for a Maker or substantially all of Maker's properties, or (iii) orders the liquidation of a Maker, and in each case the order or decree is not dismissed within 60 days.
 - (d) The death of Benjamin D. Suarez.
 - (e) The occurrence or existence of any Event of Default under the Security Agreement referenced in Section 6 below.
- 5. Confession of Judgment. The Makers hereby authorize any attorney at law to appear in any court of record in the State of Ohio or in any other state or territory of the United States, after the above obligation becomes due by acceleration or otherwise, to admit the maturity thereof, to waive the issuing and service of process and confess a judgment against the Makers in favor of any Holder of this Note, for the amount then appearing due, together with costs of suit.
 - 6. Security. This Note is secured by two Mortgage Deeds and a Security Agreement dated of even date, executed by the Makers in favor of the Holder.
 - 7. Joint and Several. The obligations under this Note are joint and several. It is the expressed intent of the parties that each of the Makers signing below are responsible for all obligations, liabilities and indebtedness due and owing under the terms of this Note.
 - 8. Waivers. The Maker waives presentment for payment, protest and demand, and notice of protest, demand and/or dishonor and nonpayment of this Note, and all other notices or demands required by law that the Makers may lawfully waive. The Holder may extend from time to time a payment due under this Note without in any way affecting the liability of the Makers. No unilateral consent or waiver by the Holder with respect to any action or failure to act which, without consent, would constitute a breach of any provision of this Note is valid and binding unless in writing and signed by the Holder.
 - 9. Governing Law. This Note is governed by the laws of the state of Ohio other than those relating to conflicts of laws. The Makers consent to submit itself to the jurisdiction and venue of the state or federal courts located in Stark County, Ohio and that service of process may be made upon it in the manner specified in Section 11 below.
 - 10. Remedies. Upon the occurrence of an Event of Default hereunder, the Holder may exercise any and all rights and remedies available to it under applicable law, including, without limitation, the right to collect from either Maker all sums due under this Note.

11. Notices. Any notice required or permitted to be given hereunder may be given in accordance with Section 15 of the Security Agreement referenced in Section 6 above.
12. Commercial Note and Location. This Note does not arise out of a consumer loan or consumer transaction. The Maker executed this Note in Stark County, Ohio.

WARNING: BY SIGNING THIS PAPER YOU GIVE UP YOUR RIGHT TO NOTICE AND COURT TRIAL. IF YOU DO NOT PAY ON TIME, A COURT JUDGMENT MAY BE TAKEN AGAINST YOU WITHOUT YOUR PRIOR KNOWLEDGE AND THE POWERS OF A COURT CAN BE USED TO COLLECT FROM YOU, REGARDLESS OF ANY CLAIMS YOU MAY HAVE AGAINST THE CREDITOR WHETHER FOR RETURNED GOODS, FAULTY GOODS, FAILURE ON HIS PART TO COMPLY WITH THE AGREEMENT, OR ANY OTHER CAUSE.

SUAREZ CORPORATION INDUSTRIES

By: _____

Timothy Ditty, Vice President

SCI DIRECT, LLC

By: _____

Timothy Ditty, Vice President

AK3:1210465_v1

AGREEMENT

This Agreement is entered into by and between Nancy Suarez ("Lender") and Suarez Corporation Industries ("SCI"), effective April 28th, 2017.

1. Lender agrees, pursuant to the involved suppliers' terms and conditions, to purchase and timely pay for in full, FOB at SCI's Jackson Township, Stark County, Ohio facility, certain EdenPURE branded retail products, including, but not necessarily limited to, the 360 Air Fan and Cooling Booster, all of which products (hereinafter referred to as "Inventory") shall meet SCI's specifications.
2. Except upon further written agreement of the parties, Lender's Inventory payment obligation, as set forth in paragraph no. 1 hereinabove, shall not exceed the total amount of \$160,000.00.
3. SCI agrees, at its sole expense, to store the Inventory at its facility, to market same to the consuming public, to collect the purchase price therefor from those purchasers and to cause same to be delivered to purchasers thereof.
4. SCI agrees, no later than 5 business days after the first day of every month beginning with June, 2017, to forthwith pay Lender an amount equal to 25% of the total amount of SCI's retail sales receipts from the Inventory during the preceding month; and, SCI agrees, upon reasonable advance notice, to permit Lender's Inventory inspection and review of SCI's Inventory sales records.
5. SCI agrees to continue making the payments referred to in paragraph no. 4 hereinabove until the full amount of the Inventory purchase price referred to in paragraph no. 1 hereinabove, plus 10% of that amount, has been paid by it to Lender; and, until that time, the Inventory shall remain the property of Lender.

IN WITNESS WHEREOF, the parties, by and through their duly authorized agents, have executed this Agreement, which is non-assignable and may not be modified except upon written agreement of the parties.

NANCY SUAREZ

BY: Nancy Suarez

SUAREZ CORPORATION INDUSTRIES

BY: [Signature]

COPY

AGREEMENT

This Agreement is entered into by and between Nancy Suarez ("Lender") and Suarez Corporation Industries ("SCI"), effective May 5th, 2017.

1. Lender agrees, pursuant to the involved suppliers' terms and conditions, to purchase and timely pay for in full, FOB at SCI's Jackson Township, Stark County, Ohio facility, certain EdenPURE branded retail products (hereinafter referred to as "Inventory") and the associated materials, print and postage with which to market said Inventory.
2. Except upon further written agreement of the parties, Lender's Inventory payment obligation, as set forth in paragraph no. 1 hereinabove, shall not exceed the total amount of \$130,000.00.
3. SCI agrees, at its sole expense, to store the Inventory at its facility, to market same to the consuming public, to collect the purchase price therefor from those purchasers and to cause same to be delivered to purchasers thereof.
4. SCI agrees, no later than 5 business days after the first day of every month beginning with June, 2017, to forthwith pay Lender an amount equal to 25% of the total amount of SCI's retail sales receipts from the Inventory during the preceding month; and, SCI agrees, upon reasonable advance notice, to permit Lender's Inventory inspection and review of SCI's Inventory sales records.
5. SCI agrees to continue making the payments referred to in paragraph no. 4 hereinabove until the full amount of the Inventory purchase price and associated Marketing costs referred to in paragraph no. 1 hereinabove, plus 10% of that amount, has been paid by it to Lender; and, until that time, the Inventory shall remain the property of Lender.

IN WITNESS WHEREOF, the parties, by and through their duly authorized agents, have executed this Agreement, which is non-assignable and may not be modified except upon written agreement of the parties.

NANCY SUAREZ

BY: Nancy Suarez
SUAREZ CORPORATION INDUSTRIES

BY: [Signature]

(C) 2017

AGREEMENT

This Agreement is entered into by and between Nancy Suarez ("Lender") and Suarez Corporation Industries ("SCI"), effective May 2nd, 2017.

1. Lender agrees, pursuant to the involved suppliers' terms and conditions, to purchase and timely pay for in full, FOB at SCI's Jackson Township, Stark County, Ohio facility, certain EdenPURE branded retail products (hereinafter referred to as "Inventory") and the associated materials, print and postage with which to market said Inventory.
2. Except upon further written agreement of the parties, Lender's Inventory payment obligation, as set forth in paragraph no. 1 hereinabove, shall not exceed the total amount of \$110,000.00.
3. SCI agrees, at its sole expense, to store the Inventory at its facility, to market same to the consuming public, to collect the purchase price therefor from those purchasers and to cause same to be delivered to purchasers thereof.
4. SCI agrees, no later than 5 business days after the first day of every month beginning with June, 2017, to forthwith pay Lender an amount equal to 25% of the total amount of SCI's retail sales receipts from the Inventory during the preceding month; and, SCI agrees, upon reasonable advance notice, to permit Lender's Inventory inspection and review of SCI's Inventory sales records.
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IN WITNESS WHEREOF, the parties, by and through their duly authorized agents, have executed this Agreement, which is non-assignable and may not be modified except upon written agreement of the parties.

NANCY SUAREZ

BY: Nancy Suarez

SUAREZ CORPORATION INDUSTRIES

BY: [Signature]

COPY

AGREEMENT

This Agreement is entered into by and between Nancy Suarez ("Lender") and Suarez Corporation Industries ("SCI"), effective May 5th, 2017.

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IN WITNESS WHEREOF, the parties, by and through their duly authorized agents, have executed this Agreement, which is non-assignable and may not be modified except upon written agreement of the parties.

NANCY SUAREZ

BY: Nancy Suarez
SUAREZ CORPORATION INDUSTRIES

BY: [Signature]

AGREEMENT

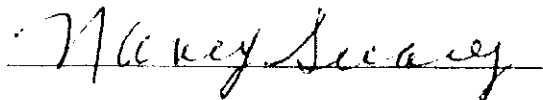
This Agreement is entered into by and between Nancy Suarez ("Lender") and Suarez Corporation Industries ("SCI"), effective April 28th, 2017.

1. Lender agrees, pursuant to the involved suppliers' terms and conditions, to purchase and timely pay for in full, FOB at SCI's Jackson Township, Stark County, Ohio facility, certain EdenPURE branded retail products, including, but not necessarily limited to, the 360 Air Fan and Cooling Booster, all of which products (hereinafter referred to as "Inventory") shall meet SCI's specifications.
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4. SCI agrees, no later than 5 business days after the first day of every month beginning with June, 2017, to forthwith pay Lender an amount equal to 25% of the total amount of SCI's retail sales receipts from the Inventory during the preceding month; and, SCI agrees, upon reasonable advance notice, to permit Lender's Inventory inspection and review of SCI's Inventory sales records.
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IN WITNESS WHEREOF, the parties, by and through their duly authorized agents, have executed this Agreement, which is non-assignable and may not be modified except upon written agreement of the parties.

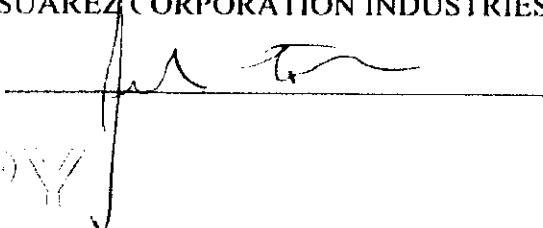
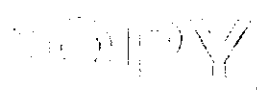
NANCY SUAREZ

BY:



SUAREZ CORPORATION INDUSTRIES

BY:

AGREEMENT

This Agreement is entered into by and between Nancy Suarez ("Lender") and Suarez Corporation Industries ("SCI"), effective May 2nd, 2017.

1. Lender agrees, pursuant to the involved suppliers' terms and conditions, to purchase and timely pay for in full, FOB at SCI's Jackson Township, Stark County, Ohio facility, certain EdenPURE branded retail products (hereinafter referred to as "Inventory") and the associated materials, print and postage with which to market said Inventory.
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IN WITNESS WHEREOF, the parties, by and through their duly authorized agents, have executed this Agreement, which is non-assignable and may not be modified except upon written agreement of the parties.

NANCY SUAREZ

BY: Nancy Suarez

SUAREZ CORPORATION INDUSTRIES

BY: [Signature]

COPY

EXHIBIT B

Security Agreement

This Agreement ("Agreement") is entered into as of _____, 2015, between Nancy E. Suarez, an individual residing in Ohio ("Secured Party"), and Suarez Corporation Industries, an Ohio corporation, and SCI Direct, LLC, an Ohio limited liability company (collectively, the "Debtors").

Terms and Conditions

In consideration of the mutual promises contained in this Agreement the parties agree as follows:

1. Security Interest. In order to secure Debtors' joint and several obligations to Secured Party under a certain Amended and Restated Demand Promissory Note of even date (the "Note"), and any and all other obligations of Debtor to Secured Party whether now owing or hereafter arising, due or to become due, absolute or contingent, whether or not evidenced by promissory notes, including open accounts, and for all taxes levied upon, and insurance and repairs to or maintenance of the Collateral (defined below), and all costs and expenses incurred in the collection of such obligations, each Debtor grants to Secured Party a security interest in the Debtor's property described below, now existing or hereafter arising, now owned or hereafter acquired, due or to become due, including proceeds and products and Debtor's records of such property (hereinafter referred to as "Collateral"):

(a) all money and claims for money, insurance proceeds, all accounts, and accounts receivable;

(b) all contract rights, chattel paper, general intangibles, notes, drafts, acceptances and all other forms of obligations and receivables, instruments, documents of title, insurance policies and proceeds, and deposits;

(c) all goods, merchandise, inventory and other personal property arising out of, or used or consumed in the Debtor's business, whether held for sale or lease, whether furnished or to be furnished under contract, including but not limited to all work in process and materials used or consumed in Debtor's business;

(d) all furniture, furnishings, office equipment, tools, dies, machinery and equipment whether fixed to real estate or not, motor vehicles wherever situated, together with all attachments and accessories.

2. Insurance. The Debtors must maintain (a) commercial property insurance on the Collateral insuring the Collateral at its full replacement cost and naming Secured Party as a loss payee and (b) liability insurance with limits of at least \$10 million naming Secured Party as an additional insured. The insurance must include all coverages required by Secured Party, be issued by companies authorized to conduct insurance business in the state of Ohio, and require that the Insurance Company notify Secured Party at least 30 days prior to cancellation, material alteration or reduction of the insurance afforded by the policy. At the execution of this Agreement, and from time to time thereafter upon request by Secured Party, the Debtors must

provide Secured Party with a Certificate of Insurance evidencing that Debtor has complied with this Section 3.

3. Property Damage. Secured Party may apply insurance proceeds received by Secured Party on account of a loss of, damage to, or destruction of the Collateral, at Secured Party's option, to the satisfaction of Debtors' obligations to Secured Party or to repair, replace, or restore the Collateral.

4. Title. Each Debtor warrants that it owns title to the Collateral free of all liens or other encumbrances, except those liens on specific items of Collateral evidenced by an UCC Financing Statement filed the Ohio Secretary of State. The Debtors will not permit any liens or other encumbrances (other than the security interest created by this Agreement) to be attached to the Collateral and, except for sales of inventory in the ordinary course of business, Debtor will not sell, exchange, lease or otherwise dispose of or transfer any interest in the Collateral.

5. Name and Address. Suarez Corporation Industries represents it is a corporation organized and existing under the laws of the State of Ohio with its principal place of business located at 7800 Whipple Avenue N.W., North Canton, Ohio 44720. SCI Direct, LLC represents it is a limited liability company organized and existing under the laws of the State of Ohio with its principal place of business located at 7800 Whipple Avenue N.W., North Canton, Ohio 44720. Each Debtor agrees not to change its name or principal place of business without first notifying Secured Party of the change and, if Secured Party requests, authorizing the signing of an amendment to or additional financing statements.

6. Perfection. Each Debtor authorizes Secured Party to file a financing statement, and continuations thereof, with the appropriate government authority to perfect the security interest granted by this Agreement. The Debtors authorize Secured Party to file an amendment to such financial statements if there is the addition of another debtor, a change in the Collateral or Debtor's name, address, or state of organization. Debtor will also cause such security interest to be noted on any certificates of title for motor vehicles that are included in the Collateral.

7. Taxes. The Debtors must promptly pay when due all taxes and assessments upon the Collateral or for its use, storage or operation.

8. Maintenance and Use. The Debtors must keep the Collateral in good order, condition and repair and must not use the Collateral in violation of any statute, ordinance or regulation of any governmental agency.

9. Inspection. Secured Party may examine and inspect the Collateral at any time wherever located. The Debtors will at all times keep accurate and complete records of the Collateral, including the inventory and receivables, and Secured Party may examine and inspect each Debtor's books and records, make extracts therefrom and verify the same with account debtors.

10. Financial Statements. Upon request, the Debtors must promptly deliver to Secured Party a balance sheet, profit and loss statement, and cash flow statement of Debtors, prepared in accordance with generally accepted accounting principles and compiled by a Certified Public Accountant acceptable to Secured Party. All financial statements furnished to Secured Party

must accurately reflect the financial condition and operations of Debtor at the times and for the period therein stated.

11. Secured Party Payment. If the Debtors fail to promptly pay any taxes, assessments, maintenance or repair expenses, or insurance premiums as required by this Agreement, Secured Party may pay such items and the Debtors must reimburse Secured Party on demand all amounts so expended and until such repayment is made, the amount so paid by Secured Party will bear interest at the rate of 9% per annum.

12. Default. The Debtors will be in default upon the occurrence of any of the following ("Event of Default"):

(a) A breach by either Debtor of the Note or this Agreement, or a failure by either Debtor to pay or perform any obligation owed to Secured Party;

(b) A levy against the Collateral or the seizure or attachment thereof;

(c) The making or furnishing by either Debtor to Secured Party of any representation, warranty, financial statement or other information in connection with this Agreement that is materially false;

(d) The insolvency, business failure, appointment of a trustee or receiver of any part of the property of, assignment for the benefit of creditors of, or the commencement of any proceeding under any state or federal law for the relief of debtors by or against Debtor or any surety for Debtor;

(e) A judgment for the payment of any sum of money against either Debtor which remains undischarged for a period of 45 days during which time execution is not effectively stayed; or

(f) Secured Party deems itself insecure, in good faith believing that the prospect of payment under the Note or that either Debtor's performance under this Agreement is impaired.

13. Joint and Several. The obligations under this Agreement are joint and several. It is the expressed intent of the parties that each of the Debtors signing below are responsible for all obligations, liabilities and indebtedness due and owing under the terms of this Agreement.

14. Remedies. Upon the occurrence of an Event of Default by either Debtor, Secured Party will have the rights and remedies of a secured party under the Uniform Commercial Code as adopted in Ohio and may immediately accelerate any obligations of Debtor to Secured Party. Debtor must, upon the request of Secured Party, assemble the Collateral, and make it available at any place designated by Secured Party. Any requirement of reasonable notice of any disposition of the Collateral is satisfied if the notice is mailed to the Debtors' addresses set forth in Section 5 above at least ten days before the date of disposition. Secured Party must apply the proceeds of disposition first to the payment of the reasonable expenses of retaking, holding and disposing of the Collateral, including attorneys' fees, court costs and other legal fees and, second, to the satisfaction of all of Debtor's other obligations to Secured Party. Each Debtor appoints Secured Party as Debtor's attorney-in-fact authorized after an Event of Default to sign such documents as

are necessary or appropriate to accomplish the purposes of this Agreement. This appointment is coupled with an interest and may not be revoked without the consent of Secured Party.

15. Attorneys' Fees. The Debtors must reimburse Secured Party for any attorneys' fees or other costs which Secured Party incurs in connection with the enforcement of Secured Party's rights and remedies against the Debtors.

16. Notices. All notices must be in writing and delivered by hand, by overnight courier, or by certified U. S. mail, return receipt requested, postage prepaid, addressed as follows:

To Secured Party: Nancy E. Suarez
6490 Friarsgate Drive N.W.
Canton, Ohio 44718

To Suarez Corporation Industries: Suarez Corporation Industries
7800 Whipple Avenue N.W.
North Canton, Ohio 44720
Attn: President

With a copy to: Patrick Keating, Esq.
Buckingham, Doolittle & Burroughs, LLC
3800 Embassy Pkwy, Suite 300
Akron, Ohio 44333

To SCI Direct, LLC: SCI Direct, LLC
7800 Whipple Avenue N.W.
North Canton, Ohio 44720
Attn: President

With a copy to: Patrick Keating, Esq.
Buckingham, Doolittle & Burroughs, LLC
3800 Embassy Pkwy, Suite 300
Akron, Ohio 44333

The above addresses may be changed by giving notice in the manner specified above.

17. Governing Law. This Agreement is governed by the laws of the State of Ohio, other than those relating to conflicts of law. All disputes hereunder must be resolved in the federal or state courts located in Stark County, Ohio.

18. Waiver. Secured Party is only bound by a waiver of a right under this Agreement if it is in writing. No failure or delay by Secured Party in exercising any right, power or privilege is a waiver thereof.

19. Gender and Number. Unless the context otherwise requires, the words of any gender include all genders and the singular and plural are interchangeable.

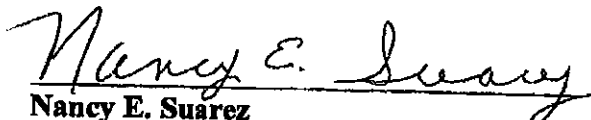
20. Successors and Assigns. The Debtors may not assign this Agreement without the prior written consent of Secured Party, which will not be unreasonably withheld. This Agreement will bind and inure to the benefit of the successors and assigns of the parties, except that this Agreement will not inure to the benefit of a successor to either Debtor, without Secured Party's consent which will not be unreasonably withheld.

21. Integrated Agreement. This Agreement together with the Note and two Mortgage Deeds of even date, including exhibits thereto, to which the undersigned are parties, constitute the exclusive agreement of the parties with respect to the subject matter hereof and may only be modified by a writing signed by all of the parties hereto.

22. Term. This Agreement will continue until such time as there are no outstanding obligations or commitments to be performed on the part of Debtor to Secured Party.

23. Prohibited Transactions. During the term of this Agreement, neither Debtor will do any of the following without obtaining the prior written consent of Secured Party: (a) partially or completely liquidate or dissolve; (b) merge into or consolidate with another entity; or (c) change its name or state of organization.

This Agreement was executed by the parties on the dates set opposite their signatures below.


Nancy E. Suarez
Secured Party

SUAREZ CORPORATION INDUSTRIES

By: 
Timothy Ditty, Vice President

SCI DIRECT, LLC

By: 
Timothy Ditty, Vice President

Debtors

AK3:1193232_v1

EXHIBIT C

Filed at Ohio Secretary of State 4/15/2016 9:00:00 AM FILE# OH00199921010

From: 330-252-5357 Page: 3/4 Date: 4/15/2016 2:21:42 PM

2016 APR 15 PM 2:26

UCC FINANCING STATEMENT **FOLLOWING INSTRUCTIONS**

A. NAME & PHONE OF CONTACT AT FILER (optional) Richard B. Fry (330) 258-6423
B. E-MAIL CONTACT AT FILER (optional) rfry@bdblaw.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Richard B. Fry Buckingham, Doellittle & Burroughs, LLC 3800 Embassy Pkwy., Suite 300 Akron, Ohio 44333

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. **DEBTOR'S NAME:** Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); If any part of the individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME Suarez Corporation Industries				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
7800 Whipple Ave. NW	North Canton	OH	44720	USA

2. **DEBTOR'S NAME:** Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); If any part of the individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

3. **SECURED PARTY'S NAME (or NAME OF ASSIGNEE or ASSIGNOR SECURED PARTY):** Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME Nancy E. Suarez				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
6490 Friarsgate Drive NW	Canton	OH	44718	USA

4. **COLLATERAL:** This financing statement covers the following collateral:

All Debtor's right, title and interest in all accounts, contract rights, chattel paper, documents, equipment, fixtures, general intangibles, goods, instruments, inventory, investment property, payment intangibles, and letter of credit rights, whether now owned, acquired in the future, currently existing or arising in the future, and all proceeds and products of the foregoing.

5. Check only if applicable and check <u>only one</u> box: Collateral is <input type="checkbox"/> held in a Trust (see UCC1Ad, item 17 and instructions) <input type="checkbox"/> being administered by a Decedent's Personal Representative	
6a. Check only if applicable and check <u>only one</u> box: <input type="checkbox"/> Public-Finance Transaction <input type="checkbox"/> Manufactured-Home Transaction <input type="checkbox"/> A Debtor is a Transmitting Utility	6b. Check only if applicable and check <u>only one</u> box: <input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing
7. ALTERNATIVE DESIGNATION (if applicable): <input type="checkbox"/> Lessor/Lessor <input type="checkbox"/> Consignee/Consignor <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailor/Bailor <input type="checkbox"/> Licensee/Licensee	
8. OPTIONAL FILER REFERENCE DATA:	

FILING OFFICE COPY — UCC FINANCING STATEMENT (Form UCC1) (Rev. 04/20/11)
AK3:1223133

Ohio Secretary Of State Jon Husted

This fax was received by GFI FAXmaker fax server. For more information, visit: <http://www.gfi.com>

EXHIBIT D

<p style="text-align: center;">Suarez Enterprises Holdings and Affiliates Weekly Cash Flow - Forecast (3 months)</p>												
	week ending 11-Aug	week ending 18-Aug	week ending 25-Aug	week ending 1-Sep	week ending 8-Sep	week ending 15-Sep	week ending 22-Sep	week ending 29-Sep	week ending 6-Oct	week ending 13-Oct	week ending 20-Oct	week ending 27-Oct
Beginning Cash	1,600	(234,220)	(241,424)	(328,214)	(426,987)	(614,795)	(555,572)	(576,521)	(385,889)	(461,069)	(296,864)	(212,955)
Accounts Receivable Receipts	68,617	170,505	281,829	218,318	192,332	308,943	487,002	776,816	797,584	770,032	824,133	821,120
Sub-Total	70,117	(63,715)	20,405	(106,896)	(234,655)	(215,852)	(68,570)	200,295	411,695	308,963	527,269	608,165
Weekly Operating Disbursements												
Cost of Sales	45,939	114,153	175,436	146,914	130,770	270,744	329,923	524,748	538,696	520,421	556,716	554,489
Advertising	510	510	510	510	510	510	510	510	510	510	510	510
Auto & Truck Expense	150	150	150	150	150	150	150	150	150	150	150	150
Bank Charges	1,115	2,771	4,255	3,548	3,425	8,463	7,914	12,623	12,961	12,513	13,392	13,343
Computer Expense	33,495				33,495				33,495			33,495
Dues & Subscriptions	130	130	130	130	130	130	130	130	130	130	130	130
Employee Benefits				44,671								44,671
Equipment Leases		30,158				30,158				30,158		
Insurance					47,035							
Misc. Expense		250	250	250	250	250	250	250	250	250	250	250
Office Expense	500	500	500	500	500	500	500	500	500	500	500	500
Outside Services	3,200			4,050			4,050	600	4,050	500	4,050	500
Payroll Processing	480		480		480		480		480		480	
Rent	52,338			52,338					52,338			52,338
Repairs & Maintenance	726	726	726	726	726	726	726	726	726	726	726	726
Salaries & Wages	146,767		146,767		146,767		146,767		146,767		146,767	
Supplies - media, data, etc.	250	350	450	550	600	1,120	1,120	1,120	1,120	1,120	1,120	1,120
Security	160		533		160	533			160	533		160
Taxes - Payroll	14,877		14,877		14,877		14,877		14,877		14,877	
Taxes - CAT & Real Estate	3,900	3,724				3,724				3,724		
Telephone/Internet		4,890				4,890				4,890		
Travel & Entertainment		350	755	755	755	755	755	755	755	755	755	755
Utilities		19,047				19,047				19,047		
Total Weekly Operating Disbursements	304,337	177,709	345,619	255,092	380,138	339,720	507,952	588,183	807,765	595,427	740,223	650,138
Weekly Cash Flow From Operations	(234,220)	(241,424)	(325,214)	(381,987)	(614,795)	(555,572)	(576,521)	(385,889)	(396,069)	(286,464)	(212,955)	(41,974)
Chapter 11 Administrative Expenses												
Adequato Protection												
U.S. Trustee												
Legal				(50,000)						(10,400)		(50,000)
Accounting				(15,000)						(10,000)		(10,000)
Total Chapter 11 Administrative Expenses	0	0	0	(65,000)	0	0	0	0	0	(10,400)	0	(60,000)
Weekly Cash Flow	(234,220)	(241,424)	(325,214)	(426,987)	(614,795)	(555,572)	(576,521)	(385,889)	(481,069)	(296,864)	(212,955)	(41,974)
Ending Cash												

Chapter 11 Use Only

EXHIBIT E

138371

POST-PETITION NOTE

\$250,000

_____, 2017

FOR VALUE RECEIVED, **Suarez Corporation Industries, SCI Direct, LLC, Retail Partners, Inc., and Media Services Corporation**, as debtors and debtors-in-possession in the Bankruptcy Case defined below, (collectively the “Borrowers”), promise to pay to the order of **Nancy E. Suarez** (the “Lender”), an individual located in Ohio, the principal sum of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000) or such lesser amount as may be advanced and outstanding hereunder, together with simple interest thereon at the rate of five percent (5.0%) per annum from the date of disbursement thereof until paid, all in lawful money of the United States of America and in immediately available funds.

Recitals

A. Borrowers have filed for bankruptcy protection under chapter 11 of Title 11 of the United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the Northern District of Ohio (the “Bankruptcy Court”), Case No. _____ (the “Bankruptcy Case”);

B. The Lender has agreed to provide post-petition financing (the “DIP Financing”) to the Borrowers as more fully set forth herein and in a financing order to be entered by the Bankruptcy Court in the Bankruptcy Case (the “Financing Order”), which order shall be in form and substance acceptable to the Lender, to be used to pay approved expenses set forth in a budget in form acceptable to the Lender (the “Budget”), including expenses in connection with the DIP Financing;

C. In connection with this Note, the Borrowers shall request that the Bankruptcy Court enter the Financing Order granting the Lender, among other things, a superpriority lien, pursuant to Section 364 of the Bankruptcy Code, in all the assets of the Borrowers; and

D. The Borrowers and the Lender each acknowledges that the terms of this Note must be approved by the Bankruptcy Court and the Financing Order entered by the Bankruptcy Court before any advance is made under this Note.

Agreement

1. Requests for Advances.

a. The Borrowers may request advances under this Note from time to time, but not more often than once in any calendar week. Each request for an advance hereunder shall be in writing, shall be signed by the Borrowers, and shall include a certification of the Borrowers (a) that the Borrowers are in compliance with the Financing Order, and (b) that the proceeds of the borrowing under this Note will be used by the Borrowers solely as permitted by Section 2, below. Provided that a request for advance complies with the foregoing requirements, the Lender shall fund such request within three (3) business days after receipt by the Lender of such request.

b. Borrowers may borrow, repay, and reborrow hereunder until the Expiration Date (as defined below), subject to terms and conditions of this Note. In no event shall the aggregate unpaid principal amount of advances exceed the face amount of this Note.

c. In no event shall the Lender be under any obligation to advance funds under this Note if (i) any default has occurred under the Financing Order, (ii) the Lender shall fail to have a superpriority lien, pursuant to Bankruptcy Code § 364, in all of the assets of Borrowers, or (iii) the Lender's lien on all of the assets of Borrowers for any reason ceases to be or is not a valid and perfected first priority lien.

d. The Lender is authorized to record in its books and records the date and amount of each advance and payment hereunder, and other information related thereto, which books and records will constitute *prima facie* evidence of the accuracy of the information so recorded; provided, however, that failure of the Lender to record, or any error in recording, any such information will not relieve the Borrowers of any of the Borrowers' obligations under this Note or the Financing Order.

2. Use of Proceeds. The proceeds of each advance under this Note may be used by the Borrowers only to pay the approved expenses set forth in the Budget. No portion of the proceeds of this Note may be used in any manner inconsistent with the Financing Order.

3. The Collateral. Subject to entry of the Financing Order by the Bankruptcy Court, the Borrowers agree to grant to the Lender, a superpriority lien, pursuant to Section 364 of the Bankruptcy Code, in and to any and all of the assets (real and personal, tangible and intangible) of the Borrowers (the "DIP Collateral"). Subject to Bankruptcy Court approval of the Financing Order, said lien shall be deemed to be duly perfected, non-voidable, superpriority lien on and security interest in the DIP Collateral. Although no documentation will be required to perfect said lien and security interest, the Borrowers will provide any documentation reasonably requested by the Lender in order to document the Lender's interest in the DIP Collateral. Subject to Bankruptcy Court approval of the Financing Order, the Lender's superpriority lien shall remain in full force and effect no matter the result of the Bankruptcy Case including, but not limited to, a dismissal of the Bankruptcy Case.

4. Payments.

a. The entire outstanding principal balance of this Note and all accrued and unpaid interest will be due and payable in full on the earlier to occur of the following (the date of such earlier occurrence, the "Maturity Date"): (i) written notice from the Lender to the Borrower that an Event of Default has occurred under this Note or the Financing Order; (ii) a sale or disposition of any or all of the Borrowers' assets outside the ordinary course of business; or (iii) _____ **[insert date]**. In addition, if and on each occasion that any funds are received by or on behalf of the Borrowers from the sale or other disposition of any DIP Collateral, the Borrowers shall, within one (1) business day after such funds are received by the Borrowers, prepay this Note in an amount equal to 100% of the amount of such funds.

b. Except as otherwise provided in the Financing Order, the Borrowers waive presentment, demand, notice, protest and all other demands and notices in connection with the delivery, acceptance, performance, default or enforcement of this Note or the Financing Order.

5. Events of Default. The following shall be considered Events of Default:

a. the failure of the Borrowers to perform in any material respect any of their obligations under this Note or the Financing Order

b. the dismissal of the Case or conversion to a Chapter 7 case, without the prior written consent of the Lender

c. the entry of any order modifying, reversing, revoking, staying, rescinding, vacating or amending a Financing Order without the express prior written consent of the Lender (and no such consent shall be implied from any other action, inaction or acquiescence by the Lender)

d. the Borrowers or any other party in interest, filing, without the prior written consent of the Lender a motion requesting authority to incur indebtedness either (i) having administrative expense priority equal or superior to the administrative expense priority granted to the Lender under a Financing Order with respect to the Lender's claims, or (ii) secured by a security interest or lien with priority equal or superior to the priority of Lender's security interests in or liens on the Post-Petition Collateral (as defined in the Financing Order);

e. the Bankruptcy Court finding that any liens or claims of any third party, are of priority equal or superior to the priority of Lender's super priority priming security interests in and liens on the Post-Petition Collateral;

6. Remedies Upon Default. Upon the occurrence of any default hereunder, no further advances shall be paid and the outstanding principal balance of this Note, all accrued and unpaid interest thereon, and any additional amounts owing to the Lender under this Note, will be immediately due and payable in full, and the Lender shall be entitled to exercise its remedies against the Borrowers and the DIP Collateral, including without limitation the right to foreclose the Lender's liens and security interests and, subject to Bankruptcy Court approval, shall be entitled to do so without obtaining relief from the automatic stay of Section 362 of the Bankruptcy Code.

7. Fees and Expenses. The Borrowers shall pay (or reimburse the Lender for) all reasonable expenses and attorneys' fees incurred by the Lender in connection with the Bankruptcy Case. At the Borrowers' option upon notice to the Lender, such expenses fees may be paid by an advance under this Note.

8. Modifications in Writing. No modification or amendment of the terms of this Note shall be valid unless such amendment is in writing and signed by the Borrowers and the Lender.

9. Headings. The headings of the paragraphs of this Note are inserted for convenience only and shall not affect the interpretation hereof.

10. Successors and Assigns. This Note shall bind the Borrowers and the Borrowers' successors and assigns, and the benefits hereof shall inure to the benefit of the Lender and its successors and assigns.

11. Governing Law. This Note shall be governed by, and construed in accordance with, the laws of Ohio (without reference to the conflict of laws provisions thereof) and, to the extent applicable, the Bankruptcy Code.

IN WITNESS WHEREOF, the Borrowers have executed and delivered this Post-Petition Note as of the date first set forth above.

EXHIBIT F

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION, CANTON**

-----X	
In re	: Case No. 17-61735
SCI DIRECT, LLC	:
	: Chapter 11
	:
Debtor and	: Chief Judge Russ Kendig
Debtor-in-Possession	:
	:
(Employer Tax I.D. No. 27-1695346)	:
-----X	
In re:	: Case No. 17-61736
SUAREZ CORPORATION INDUSTRIES	:
	: Chapter 11
	:
	: Chief Judge Russ Kendig
Debtor and	:
Debtor-in-Possession	:
	:
(Employer Tax I.D. No. 34-1132690)	:
-----X	
In re	: Case No. 17-61737
RETAIL PARTNER ENTERPRISES, LLC	:
	: Chapter 11
	:
Debtor and	: Chief Judge Russ Kendig
Debtor-in-Possession	:
	:
(Employer Tax I.D. No. 27-1695537)	:
-----X	

In re	:	Case No. 17-61738
MEDIA SERVICE CORPORATION	:	
	:	Chapter 11
	:	
Debtor and	:	Chief Judge Russ Kendig
Debtor-in-Possession	:	
	:	
(Employer Tax I.D. No. 34-1185822)	:	
-----X		

**STIPULATION AND INTERIM ORDER GRANTING
MOTION OF THE DEBTORS IN POSSESSION: (A) AUTHORIZING
THE DEBTORS' USE OF CASH COLLATERAL PURSUANT TO
SECTION 363 OF THE BANKRUPTCY CODE; (B) AUTHORIZING THE
DEBTORS TO OBTAIN POSTPETITION FINANCING PURSUANT TO
SECTION 364 OF THE BANKRUPTCY CODE; (C) PROVIDING
ADEQUATE PROTECTION AND GRANTING SUPERPRIORITY
CLAIMS; AND (D) APPROVING AND AUTHORIZING DEBTORS TO
ENTER INTO CERTAIN RELATED LOAN DOCUMENTS**

This matter coming before the Court on the Motion of the Debtors for an Interim Order Authorizing: (a) the Debtors' Use of Cash Collateral Pursuant to section 363(c)(2) of the Title 11 of the United States Code (the "Bankruptcy Code"); (b) the Debtors to Obtain Postpetition Financing Pursuant to section 364(c)(1) of the Bankruptcy Code; and Approving and Authorizing the Debtors to Enter into Certain Related Loan Documents (the "Motion"). The motion was filed with this Court on August 7, 2017, Docket No. ____ (the "Motion").

After a hearing, and consideration of the Motion, the statements made by parties in interest at the Hearing, the Court hereby makes these following findings of fact and conclusions of law: (a) the Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1334 and the order of reference entered in this District on April 12, 2012, pursuant to 28 U.S.C. § 157; (b) this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A), (J), and (M); (c) service of the Motion and notice of the Hearing was sufficient under the circumstances and any requirement for other or further notice shall be, and it hereby is, dispensed with and waived; (d) the Court, having been

asked by the Debtor to consider the Motion made under Sections 363(c)(2) and 364 (c)(1) of the Bankruptcy Code and Rules 2002, 4001 and 9014 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), is authorized to enter final judgment and this Interim Order constitutes the Court’s findings of fact and conclusions of law under Bankruptcy Rule 7052; and (e) the Court having considered the legal and factual bases set forth in the Motion, determines that just cause has been shown for the relief granted herein, and accordingly;

The Motion shall be, and hereby is, GRANTED on an interim basis to the extent provided herein.

1. Capitalized terms not otherwise defined herein have the meanings given to them in the Motion.

2. The Debtors filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code on August 7, 2017, (the “Petition Date”) and are continuing in the management and possession of their business and property as a debtors-in-possession pursuant to sections 1107 and 1108 of the Bankruptcy Code.

3. Prior to the commencement of the Debtors’ chapter 11 case, Nancy Suarez (the “Prepetition Lender”) made loans and advances to the Debtors, pursuant to the terms certain loan agreements and promissory notes, executed on or about April 15, 2016, as amended, supplemented, restated or otherwise modified from time to time, and certain other loan and security agreements executed and delivered by the Debtors Suarez Corporation Industries and SCI Direct, LLC with, to, or in favor of the Prepetition Lender (collectively, the “Loan Agreement”). The Prepetition Lender holds prepetition claims in excess of \$20,496,358.55.

4. The Debtors agree and acknowledge that, as of August 4, 2017, the outstanding principal amount under the Loan Agreement was not less than \$20,496,358.55, (the foregoing

loans and all interest and accrued and unpaid fees and expenses thereon collectively referred to herein as the “Prepetition Indebtedness”); and the Debtors further agree and acknowledge that the Prepetition Indebtedness constitutes a valid and binding obligation of the Debtors enforceable (except solely to the extent enforcement is stayed pursuant to section 362 of the Bankruptcy Code) in accordance with the terms of the Prepetition Loan Documents, no offsets, expenses or counterclaims to the Prepetition Indebtedness exist, and the Prepetition Indebtedness is not subject to avoidance or subordination under the Bankruptcy Code or applicable non-bankruptcy law.

5. The Prepetition Lender has agreed to provide postpetition financing to the Debtors and consents to the Debtors’ use of Cash Collateral as provided in this Interim Order.

6. Pursuant to Section 363(c)(2) the Debtors may not use Cash Collateral without the consent of all parties with an interest in the property or demonstrating adequate protection to such parties under Section 361. As evidenced by the signatures below, the Prepetition Lender has agreed to the Debtors’ use of cash collateral on the terms and conditions set forth herein.

7. The Debtors have demonstrated adequate protection to the Prepetition Lender for the Debtors’ use of Cash Collateral by granting: a replacement lien on the Debtors’ post-petition property subject to the DIP Financing and with the specific exception of those causes of action under Chapter 5 of the Bankruptcy Code (“Avoidance Actions”). Therefore, the Debtors may use Cash Collateral as provided herein pursuant to Section 363(c)(2)(b).

8. Pursuant to Section 364(c)(1) of the Bankruptcy Code, the Debtors also requested that this Court grant it authority to obtain up to \$250,000.00 as post-petition financing (“DIP Financing”) as well as approval of the Note and Security Agreement attached hereto as Exhibit A (collectively, the “DIP Agreement”).

9. The Prepetition Lender is willing to provide the DIP Financing pursuant to Section 364(c)(1) in exchange for superpriority administrative expense claims for the amounts so borrowed and related costs, fees, and expenses; provided, however, that such superpriority administrative expense claim shall not extend to the proceeds of the Avoidance Actions.

10. No practical source of additional financing exists other than pursuant to the DIP Agreement since the Debtors acknowledge that (a) all or substantially all of their cash is the Cash Collateral of the Prepetition Lender; (b) the Prepetition Lender does not consent to the Debtors' use of the Cash Collateral going forward except pursuant to the terms of this Interim Order; (c) uncertainty exists over whether the Debtors could obtain approval to use Cash Collateral or obtain a "priming" lien with respect to the Prepetition Collateral over the Prepetition Lender's objection; and (d) the Debtors' only present means of obtaining funding is a debtor-in-possession loan facility pursuant to section 364 of the Bankruptcy Code.

11. The Debtors have stated that they desire to pursue a financial restructuring or sale of their assets in cooperation with the Prepetition Lender and that the Debtors believe that the best method to effectuate such a financial restructuring is by means of a chapter 11 case for the Debtors.

12. Based on the record presented to the Court by the Debtors at the Hearing, (i) the Debtors are unable to obtain interim or permanent financing from sources other than the Prepetition Lender on terms more favorable than under the DIP Agreement; (ii) the Debtors have been unable to obtain interim unsecured credit solely under section 503(b)(1) of the Bankruptcy Code as an administrative expense; and (iii) new credit is unavailable to the Debtors without its granting to the Prepetition Lender claims having priority over that of administrative expenses of the kind specified in sections 503(b) and 507(b) of the Bankruptcy Code.

13. Based upon the record presented to the Court by the Debtors, the DIP Agreement have been negotiated in good faith and at arm's length between the Debtors and the Prepetition Lender, and any credit extended and loans made to the Debtors by the Prepetition Lender pursuant to the DIP Agreement and this Interim Order are deemed to have been extended or made in good faith within the meaning of section 364(e) of the Bankruptcy Code.

14. Based upon the record presented to the Court by the Debtors, the relief requested in the Motion is necessary, essential, and appropriate for the continued operation of the Debtors' business and the management and preservation of the Debtors' assets and properties and is in the best interests of the Debtors, their estate, creditors and equity security holders.

15. Having determined the above, this Court hereby grants the Debtors authority to obtain the DIP Financing under the DIP Agreement as described in the Motion.

IT IS ORDERED, ADJUDGED, AND DECREED THAT:

A. The Debtors are hereby authorized to use Cash Collateral only through August __, 2017, (the "Interim Period"), pursuant to the terms and provisions of this Interim Order and pursuant to Section 363(c)(2)(B) of the Bankruptcy Code as setoff forth in the budget attached hereto as Exhibit B. Debtors may not use or seek to use Cash Collateral unless otherwise agreed by the Prepetition Lender other than pursuant to the terms of this Interim Order.

B. The Debtors are authorized to obtain the DIP Financing from the Prepetition Lender in an aggregate amount up to \$250,000 under the terms of the DIP Agreement (the "DIP Indebtedness"). Interest on the unpaid principal amount of the DIP Financing shall accrue from the date of the first borrowing until the principal amount thereof shall be paid in full, at a rate per annum equal to five percent (5%), and shall be due and payable in full on the earlier of (i) the date upon which a Plan of the Debtors is consummated, (ii) the date a sale of the Debtors' assets

closes; (iii) the occurrence of an event of default under the DIP Agreement or (iv) the effective date of termination of the obligations hereunder. Interest shall be computed on the basis of a year of 365/366 days and the actual number of days elapsed. The Debtors are authorized and directed to pay all interest, fees and other amounts that may be required or necessary for the Debtors' performance under the terms of this Interim Order or the DIP Agreement.

C. The Prepetition Lender is granted an allowed superpriority administrative expense claim pursuant to Section 364(c)(1) having priority in right of payment over any and all other obligations, liabilities and indebtedness of the Debtors, now in existence or hereafter incurred by the Debtors and over any and all administrative expenses or priority claims of the kind specified in, or ordered pursuant to, sections 326, 330, 331, 503(b), 506(c) or 507(b) of the Bankruptcy Code, such superpriority administrative claim being limited to an amount equal to the aggregate amount of borrowings of the Debtors through the Interim Period; provided, however, that such superpriority administrative claims shall not extend to the proceeds of any Avoidance Actions.

D. As security for the DIP Indebtedness as further set forth in the Security Agreement attached as Exhibit A, and in accordance with section 364(c)(2),(3) and (d) of the Bankruptcy Code, the Prepetition Lender shall have and is hereby granted to the extent necessary (without the necessity of the recordation of mortgages, security agreements, pledge agreements, assignments, control agreements, financing statements or otherwise) valid and perfected senior and first priority priming security interests in and liens on all property and interests in property of the Debtor whether acquired by the Debtor prior to or subsequent to the Petition Date, and any and all proceeds thereof or other interests to secure any and all obligations under the DIP.

E. Except as set forth with respect to the superpriority claims related to the DIP Indebtedness, the liens, mortgages and security interests claims granted to the Prepetition Lender

with respect to the replacement liens, shall be subject and subordinate to a carve-out as follows (collectively the “Carve-Out”): up to \$200,000.00 aggregate for the allowed fees and expenses of the following professionals of the Debtors retained pursuant to Bankruptcy Code sections 327 or 328: up to \$80,000.00 for Anthony J. DeGirolamo, proposed counsel to the Debtors; up to \$50,000.00 for Craig T. Connelly, proposed special counsel to the Debtors; up to \$50,000.00 for the Phillips Organization, proposed financial advisor the Debtors; and up to \$20,000 in the aggregate for the allowed fees and expenses of counsel and any other professionals of a committee appointed in these cases pursuant to Bankruptcy Code sections 1103 or 329. No portion of the Carve-Out may be used to litigate, object, contest or challenge in any manner or raise any defense to the debt or collateral position of the Prepetition Lender, whether by challenging the validity, extent, amount, perfection, priority or enforceability of the Loan Agreement or the DIP Agreement, the obligations or the Prepetition Lender’s liens, security interests or mortgages, or any other rights of interests or Replacement Liens with respect thereto or any other rights or interests of the Prepetition Lender, or by seeking to subordinate or recharacterize the claims of the Prepetition Lender, or by asserting any claims or causes of action, including, without limitation, any actions under chapter 5 of the Bankruptcy Code, against the Prepetition Lender. The Carve-Out shall not be used in connection with (i) preventing, hindering or delaying the Prepetition Lender’s enforcement or realization upon the Collateral in accordance with this Order, (ii) using or seeking to use Cash Collateral other than in accordance with this Order or selling or otherwise disposing of the Collateral without the consent of the Prepetition Lender, (iii) using or seeking to use any insurance proceeds related to the Collateral without the consent of the Prepetition Lender; or (iv) obtaining credit or incurring debt

secured by a lien senior to or *pari passu* with the Prepetition Lender's liens or the Replacement Liens.

F. Subject to applicable provisions of the Bankruptcy Code and this Order, no costs or administrative expenses which have been or may be incurred in the Debtors' chapter 11 case or in subsequent cases under chapter 7 of the Bankruptcy Code as a result of a conversion pursuant to section 1112 of the Bankruptcy Code, and no priority claims, are or will be prior to or on a parity with the claims of the Prepetition Lender with respect to the DIP Financing, and no other claim having a priority superior to or pari passu with that granted by this Interim Order to the Prepetition Lender shall be granted while any portion of the DIP Financing remains outstanding unless the Prepetition Lender otherwise agrees.

G. No costs or expenses of administration which have or may be incurred in the Debtors' chapter 11 case, any conversion of any of the Debtors' chapter 11 case pursuant to section 1112 of the Bankruptcy Code, pursuant to section 506(c) of the Bankruptcy Code, or in any future proceedings or cases related hereto, shall be charged against the Prepetition Lender, its claims or the Collateral, without the written consent of the Prepetition Lender and no such consent shall be implied from any other action, inaction or acquiescence by the Prepetition Lender and no obligations incurred or payments or other transfers made by or on behalf of the Debtors on account of the financing arrangements with the Prepetition Lender shall be avoidable or recoverable from the Prepetition Lender under sections 547, 548, 550, 553 or any other provision of the Bankruptcy Code. The Prepetition Lender shall not be subject to the equitable doctrine of "marshaling" or any similar doctrine with respect to the Collateral, and the Prepetition Lender shall have the right, in their sole discretion, to seek payment from the Debtors

or any other person or entity, and from the Collateral or any assets of any person or entity other than the Debtor, in such order and at such times as the Prepetition Lender may choose.

H. The Debtors may use the proceeds of the loans and advances made pursuant to the DIP Agreement only for the purposes specifically set forth in the DIP Agreement. Notwithstanding anything herein or in the DIP Agreement to the contrary, no such loans or advances or any proceeds of the Prepetition Collateral may be used by the Debtors or any other person or entity to investigate, object to or consent in any manner, or raise any defense to, the validity, extent, perfection, priority or enforceability of the Prepetition Indebtedness, the DIP Financing and any interest and accrued and unpaid fees and expenses thereon (collectively referred to herein as the “Post-Petition Indebtedness”), or any liens or security interests with respect thereto or any other rights or interest of the Prepetition Lender to investigate or assert any claims or causes of action, including, without limitation, any actions under chapter 5 of the Bankruptcy Code, against the Prepetition Lender.

I. As adequate protection and in accordance with section 363(e) of the Bankruptcy Code, the Prepetition Lender is hereby granted a valid, binding, enforceable and perfected postpetition replacement liens and additional liens (the “Adequate Protection Liens”) in all of the Debtors’ assets, except for Avoidance Actions. The Adequate Protection Liens shall secure an amount of the Prepetition Loans equal to the aggregate amount of Cash Collateral expended during the Interim Period.

J. Except as it relates to the Prepetition Lender’s rights set forth in this Interim Order, the automatic stay provisions of section 362 of the Bankruptcy Code are vacated and modified to the extent necessary to permit the Prepetition Lender to implement the terms and conditions of the DIP Agreement and the provisions of this Interim Order.

K. The Debtors are hereby authorized and directed to perform all acts, and execute and comply with the terms of such other documents, instruments and agreements in addition to this Interim Order as the Prepetition Lender may reasonably require as evidence of and for the protection of the Post-Petition Indebtedness or which may be otherwise deemed necessary or advisable by the Prepetition Lender to effectuate the terms and conditions of this Interim Order, each of such documents, instruments, and agreements being included in the definition of “Interim Order” contained herein.

L. The following shall be Events of Default under this order: the failure of the Debtors to perform in any material respect any of their obligations under the DIP Agreement or this Order; the dismissal of the Bankruptcy Case or conversion to a Chapter 7 case, without the prior written consent of the Prepetition Lender; the appointment of a Chapter 11 Trustee or examiner; the entry of any order modifying, reversing, revoking, staying, rescinding, vacating or amending this Order without the express prior written consent of the Prepetition Lender (and no such consent shall be implied from any other action, inaction or acquiescence by the Prepetition Lender); the Debtors or any other party in interest, filing, without the prior written consent of the Prepetition Lender, a motion requesting authority to incur indebtedness either (i) having administrative expense priority equal or superior to the administrative expense priority granted to the Prepetition Lender under this Order with respect to the Prepetition Lender’s claims, or (ii) secured by a security interest or lien with priority equal or superior to the priority of Prepetition Lender’s security interests in or liens on the Collateral; and the Bankruptcy Court finding that any liens or claims of any third party, are of priority equal or superior to the priority of Prepetition Lender’s super priority priming security interests in and liens on the Collateral.

M. All post-petition loans, advances and other financial accommodations under the DIP Agreement are made in reliance on this Interim Order, and other than pursuant to this Interim Order, there shall not at any time be entered in any of the Debtors' chapter 11 case any order which (a) authorizes the use of Cash Collateral by the Debtors in which the Prepetition Lender has an interest or (b) under section 364 of the Bankruptcy Code authorizes the obtaining of credit or the incurring of indebtedness secured by a lien or security interest which is equal or senior to a lien or security interest in any property in which the Prepetition Lender may hold a lien or security interest, or which is entitled to priority administrative expense status which is equal or superior to that granted to the Prepetition Lender herein; unless, in each instance (i) the Prepetition Lender, prior to entry of such an order, shall have given its express prior written consent thereto (and no such consent shall be implied from any other action, inaction or acquiescence from the Prepetition Lender), or (ii) the DIP Financing and the Prepetition Indebtedness, without limitation, shall first be indefeasibly paid in full in cash, including all debts and obligations of the Debtors to the Prepetition Lender which arises or results from the obligations, loans, and interests authorized herein.

N. The Debtors hereby waive any and all claims or causes of actions against the Prepetition Lender and any of its officers, directors, employees, attorneys, advisors or representatives relating to or arising in connection with the Loan Agreement.

O. Nothing herein shall limit the rights of the Prepetition Lender to (i) seek further adequate protection in addition to the Adequate Protection Liens under sections 362, 363, or 364 or the Bankruptcy Code on account of obligations outstanding under the Loan Agreement, (ii) seek further relief from the automatic stay of section 362 of the Bankruptcy Code at any future time, (iii) request a conversion of any or all of the Debtors' chapter 11 case to a chapter 7 or the

appointment of a trustee or examiner under section 1104 of the Bankruptcy Code, or (iv) propose, subject to the provisions of section 1121 of the Bankruptcy Code, a chapter 11 plan or plans in any or all of this chapter 11 case.

P. The provisions of this Interim Order shall inure to the benefit of the Debtors, the Prepetition Lender and shall be binding upon the Debtors, the Prepetition Lender and their respective successors and assigns including any trustee or other fiduciary hereafter appointed as a legal representative of the Debtors or with respect to property of the estates of the Debtors, whether under chapter 11 of the Bankruptcy Code or any subsequent chapter 7 case, and shall also be binding upon the United States Trustee, all creditors of the Debtors and other parties in interest.

Q. If any or all of the provisions of this Interim Order are hereafter modified, vacated or stayed, such modification, vacation or stay shall not affect (a) the validity of any obligation, indebtedness or liability incurred by the Debtors to the Prepetition Lender prior to the effective date of such modification, vacation or stay (including, without limitation, the Post-Petition Indebtedness), or (b) the validity or enforceability of any security interest, lien, or priority authorized or created hereunder or pursuant to the DIP Agreement. Notwithstanding any such modification, vacation or stay, any indebtedness, obligations or liabilities incurred by the Debtors to the Prepetition Lender prior to the effective date of such modification, vacation or stay (including, without limitation, the Post-Petition Indebtedness), shall be governed in all respects by the original provisions of this Interim Order, and the Prepetition Lender shall be entitled to all the rights, remedies, privileges and benefits granted herein and pursuant to the DIP Agreement with respect to all such indebtedness, obligations or liabilities. The obligations, indebtedness or liability of the Debtors to the Prepetition Lender under this Interim Order

(including, without limitation, the Post-Petition Indebtedness), and the DIP Agreement shall not be discharged by the entry of an order confirming a plan of reorganization(s) in the Debtors' chapter 11 case and, pursuant to section 1141(d)(4) of the Bankruptcy Code, unless and until all Indebtedness is paid in full in cash prior to or concurrently with the entry of such order.

R. Any obligations or duties of the Debtors set forth in this Interim Order shall be binding upon and enforceable against any agent retained by the Debtors to perform such obligations or duties; provided, however, that neither the retention by the Debtors of an agent for the purpose of performing any such obligations or duties nor the failure of any such agent to punctually and faithfully perform any such obligations or duties shall relieve or discharge the Debtors from the punctual and faithful performance thereof.

S. The Debtors irrevocably waive any right to seek any modifications or extensions of this Interim Order without the prior written consent of the Prepetition Lender, and no such consent shall be implied by any other action, inaction or acquiescence by the Prepetition Lender.

T. The terms of the financing arrangements between the Debtors and the Prepetition Lender, set forth herein and in the DIP Agreement, have been negotiated in good faith and at arms' length between the Debtors and the Prepetition Lender and any loans, advances or other financial and credit accommodations which are made or caused to be made to the Debtors by the Prepetition Lender pursuant to the DIP Agreement are deemed to have been extended in good faith, as the term "good faith" is used in section 364(e) of the Bankruptcy Code, and shall be entitled to the full protection of section 364(e) of the Bankruptcy Code in the event that this Interim Order or any provision hereof is vacated, reversed or modified, on appeal or otherwise.

U. Further requests for additional DIP Financing or use of Cash Collateral as may be made by the Debtors, if any, will be heard at ____ a.m. (Eastern Time) on August __, 2017,

("Further Hearing"), in United States Bankruptcy Court for the Northern District of Ohio (Canton Division), 401 McKinley Avenue SW, Canton, Ohio 44702, at which time any party-in-interest may appear and state its objections, if any, to the use of cash collateral and borrowings by the Debtors. The following parties shall immediately, and in no event later than three (3) days after the entry of this Interim Order, be mailed copies of this Interim Order: (a) the Office of the United States Trustee, (b) the attorneys for the Prepetition Lender, (c) all other creditors known to the Debtors who may have liens against Debtors' assets, (d) any statutory committee of unsecured creditors (or if retained, its counsel) if and when one is appointed, (e) the twenty (20) largest unsecured creditors of the Debtors, (f) all landlords, operators and/or mortgagors of the premises at which any of the Debtors' inventory or equipment is located, (g) all equipment lessors of the Debtors and (h) all parties in interest that have filed requests for notice in this chapter 11 case. Except as otherwise provided in this paragraph, the terms of this Interim Order shall be valid and binding upon the Debtors, all creditors of Debtors and all other parties-in-interest from and after the date of this Interim Order by this Court. In the event this Court modifies any of the provisions of this Interim Order following such further hearing, such modifications shall not affect the rights and priorities of the Prepetition Lender pursuant to this Interim Order with respect to the administrative expense claims, and any portion of the Post-Petition Indebtedness which arises, or is incurred or is advanced prior to such modifications (or

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otherwise arising prior to such modifications), and this Interim Order shall remain in full force and effect except as specifically amended or modified at such final hearing.

Dated: August ____, 2017

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APPROVED AND CONSENTED TO:

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PROPOSED COUNSEL FOR THE
DEBTORS AND DEBTOR IN POSSESSION

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COUNSEL FOR NANCY SUAREZ

EXHIBIT A

POST-PETITION NOTE

\$250,000

_____, 2017

FOR VALUE RECEIVED, **Suarez Corporation Industries, SCI Direct, LLC, Retail Partners, Inc., and Media Services Corporation**, as debtors and debtors-in-possession in the Bankruptcy Case defined below, (collectively the “Borrowers”), promise to pay to the order of **Nancy E. Suarez** (the “Lender”), an individual located in Ohio, the principal sum of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000) or such lesser amount as may be advanced and outstanding hereunder, together with simple interest thereon at the rate of five percent (5.0%) per annum from the date of disbursement thereof until paid, all in lawful money of the United States of America and in immediately available funds.

Recitals

A. Borrowers have filed for bankruptcy protection under chapter 11 of Title 11 of the United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the Northern District of Ohio (the “Bankruptcy Court”), Case No. _____ (the “Bankruptcy Case”);

B. The Lender has agreed to provide post-petition financing (the “DIP Financing”) to the Borrowers as more fully set forth herein and in a financing order to be entered by the Bankruptcy Court in the Bankruptcy Case (the “Financing Order”), which order shall be in form and substance acceptable to the Lender, to be used to pay approved expenses set forth in a budget in form acceptable to the Lender (the “Budget”), including expenses in connection with the DIP Financing;

C. In connection with this Note, the Borrowers shall request that the Bankruptcy Court enter the Financing Order granting the Lender, among other things, a superpriority lien, pursuant to Section 364 of the Bankruptcy Code, in all the assets of the Borrowers; and

D. The Borrowers and the Lender each acknowledges that the terms of this Note must be approved by the Bankruptcy Court and the Financing Order entered by the Bankruptcy Court before any advance is made under this Note.

Agreement

1. Requests for Advances.

a. The Borrowers may request advances under this Note from time to time, but not more often than once in any calendar week. Each request for an advance hereunder shall be in writing, shall be signed by the Borrowers, and shall include a certification of the Borrowers (a) that the Borrowers are in compliance with the Financing Order, and (b) that the proceeds of the borrowing under this Note will be used by the Borrowers solely as permitted by Section 2, below. Provided that a request for advance complies with the foregoing requirements, the Lender shall fund such request within three (3) business days after receipt by the Lender of such request.

b. Borrowers may borrow, repay, and reborrow hereunder until the Expiration Date (as defined below), subject to terms and conditions of this Note. In no event shall the aggregate unpaid principal amount of advances exceed the face amount of this Note.

c. In no event shall the Lender be under any obligation to advance funds under this Note if (i) any default has occurred under the Financing Order, (ii) the Lender shall fail to have a superpriority lien, pursuant to Bankruptcy Code § 364, in all of the assets of Borrowers, or (iii) the Lender's lien on all of the assets of Borrowers for any reason ceases to be or is not a valid and perfected first priority lien.

d. The Lender is authorized to record in its books and records the date and amount of each advance and payment hereunder, and other information related thereto, which books and records will constitute *prima facie* evidence of the accuracy of the information so recorded; provided, however, that failure of the Lender to record, or any error in recording, any such information will not relieve the Borrowers of any of the Borrowers' obligations under this Note or the Financing Order.

2. Use of Proceeds. The proceeds of each advance under this Note may be used by the Borrowers only to pay the approved expenses set forth in the Budget. No portion of the proceeds of this Note may be used in any manner inconsistent with the Financing Order.

3. The Collateral. Subject to entry of the Financing Order by the Bankruptcy Court, the Borrowers agree to grant to the Lender, a superpriority lien, pursuant to Section 364 of the Bankruptcy Code, in and to any and all of the assets (real and personal, tangible and intangible) of the Borrowers (the "DIP Collateral"). Subject to Bankruptcy Court approval of the Financing Order, said lien shall be deemed to be duly perfected, non-voidable, superpriority lien on and security interest in the DIP Collateral. Although no documentation will be required to perfect said lien and security interest, the Borrowers will provide any documentation reasonably requested by the Lender in order to document the Lender's interest in the DIP Collateral. Subject to Bankruptcy Court approval of the Financing Order, the Lender's superpriority lien shall remain in full force and effect no matter the result of the Bankruptcy Case including, but not limited to, a dismissal of the Bankruptcy Case.

4. Payments.

a. The entire outstanding principal balance of this Note and all accrued and unpaid interest will be due and payable in full on the earlier to occur of the following (the date of such earlier occurrence, the "Maturity Date"): (i) written notice from the Lender to the Borrower that an Event of Default has occurred under this Note or the Financing Order; (ii) a sale or disposition of any or all of the Borrowers' assets outside the ordinary course of business; or (iii) _____ **[insert date]**. In addition, if and on each occasion that any funds are received by or on behalf of the Borrowers from the sale or other disposition of any DIP Collateral, the Borrowers shall, within one (1) business day after such funds are received by the Borrowers, prepay this Note in an amount equal to 100% of the amount of such funds.

b. Except as otherwise provided in the Financing Order, the Borrowers waive presentment, demand, notice, protest and all other demands and notices in connection with the delivery, acceptance, performance, default or enforcement of this Note or the Financing Order.

5. Events of Default. The following shall be considered Events of Default:

a. the failure of the Borrowers to perform in any material respect any of their obligations under this Note or the Financing Order

b. the dismissal of the Case or conversion to a Chapter 7 case, without the prior written consent of the Lender

c. the entry of any order modifying, reversing, revoking, staying, rescinding, vacating or amending a Financing Order without the express prior written consent of the Lender (and no such consent shall be implied from any other action, inaction or acquiescence by the Lender)

d. the Borrowers or any other party in interest, filing, without the prior written consent of the Lender a motion requesting authority to incur indebtedness either (i) having administrative expense priority equal or superior to the administrative expense priority granted to the Lender under a Financing Order with respect to the Lender's claims, or (ii) secured by a security interest or lien with priority equal or superior to the priority of Lender's security interests in or liens on the Post-Petition Collateral (as defined in the Financing Order);

e. the Bankruptcy Court finding that any liens or claims of any third party, are of priority equal or superior to the priority of Lender's super priority priming security interests in and liens on the Post-Petition Collateral;

6. Remedies Upon Default. Upon the occurrence of any default hereunder, no further advances shall be paid and the outstanding principal balance of this Note, all accrued and unpaid interest thereon, and any additional amounts owing to the Lender under this Note, will be immediately due and payable in full, and the Lender shall be entitled to exercise its remedies against the Borrowers and the DIP Collateral, including without limitation the right to foreclose the Lender's liens and security interests and, subject to Bankruptcy Court approval, shall be entitled to do so without obtaining relief from the automatic stay of Section 362 of the Bankruptcy Code.

7. Fees and Expenses. The Borrowers shall pay (or reimburse the Lender for) all reasonable expenses and attorneys' fees incurred by the Lender in connection with the Bankruptcy Case. At the Borrowers' option upon notice to the Lender, such expenses fees may be paid by an advance under this Note.

8. Modifications in Writing. No modification or amendment of the terms of this Note shall be valid unless such amendment is in writing and signed by the Borrowers and the Lender.

9. Headings. The headings of the paragraphs of this Note are inserted for convenience only and shall not affect the interpretation hereof.

10. Successors and Assigns. This Note shall bind the Borrowers and the Borrowers' successors and assigns, and the benefits hereof shall inure to the benefit of the Lender and its successors and assigns.

11. Governing Law. This Note shall be governed by, and construed in accordance with, the laws of Ohio (without reference to the conflict of laws provisions thereof) and, to the extent applicable, the Bankruptcy Code.

IN WITNESS WHEREOF, the Borrowers have executed and delivered this Post-Petition Note as of the date first set forth above.

EXHIBIT B

Suarez Enterprises Holdings and Affiliates Weekly Cash Flow - Forecast (3 months)												
	week ending 11-Aug	week ending 18-Aug	week ending 25-Aug	week ending 1-Sep	week ending 8-Sep	week ending 15-Sep	week ending 22-Sep	week ending 29-Sep	week ending 6-Oct	week ending 13-Oct	week ending 20-Oct	week ending 27-Oct
Beginning Cash	1,600	(234,220)	(241,424)	(328,214)	(426,987)	(614,795)	(555,572)	(576,521)	(385,889)	(461,069)	(296,864)	(212,955)
Accounts Receivable Receipts	68,617	170,505	281,829	218,318	192,332	308,943	487,002	776,816	797,584	770,032	824,133	821,120
Sub-Total	70,117	(63,715)	20,405	(106,896)	(234,655)	(215,852)	(68,570)	200,295	411,695	308,963	527,269	608,165
Weekly Operating Disbursements												
Cost of Sales	45,939	114,153	175,436	146,914	130,770	270,744	329,923	524,748	538,696	520,421	556,716	554,489
Advertising	510	510	510	510	510	510	510	510	510	510	510	510
Auto & Truck Expense	150	150	150	150	150	150	150	150	150	150	150	150
Bank Charges	1,115	2,771	4,255	3,548	3,425	8,463	7,914	12,623	12,961	12,513	13,392	13,343
Computer Expense	33,495				33,495				33,495			33,495
Dues & Subscriptions	130	130	130	130	130	130	130	130	130	130	130	130
Employee Benefits				44,671								44,671
Equipment Leases		30,158				30,158				30,158		
Insurance					47,035							
Misc. Expense		250	250	250	250	250	250	250	250	250	250	250
Office Expense	500	500	500	500	500	500	500	500	500	500	500	500
Outside Services	3,200			4,050			4,050	600	4,050	500	4,050	500
Payroll Processing	480		480		480		480		480		480	
Rent	52,338			52,338					52,338			52,338
Repairs & Maintenance	726	726	726	726	726	726	726	726	726	726	726	726
Salaries & Wages	146,767		146,767		146,767		146,767		146,767		146,767	
Supplies - media, data, etc.	250	350	450	550	600	1,120	1,120	1,120	1,120	1,120	1,120	1,120
Security	160		533		160	533			160	533		160
Taxes - Payroll	14,877		14,877		14,877		14,877		14,877		14,877	
Taxes - CAT & Real Estate	3,900	3,724				3,724				3,724		
Telephone/Internet		4,890				4,890				4,890		
Travel & Entertainment		350	755	755	755	755	755	755	755	755	755	755
Utilities		19,047				19,047				19,047		
Total Weekly Operating Disbursements	304,337	177,709	345,619	255,092	380,138	339,720	507,952	588,183	807,765	595,427	740,223	650,138
Weekly Cash Flow From Operations	(234,220)	(241,424)	(325,214)	(381,987)	(614,795)	(555,572)	(576,521)	(385,889)	(396,069)	(286,464)	(212,955)	(41,974)
Chapter 11 Administrative Expenses												
Adequato Protection												
U.S. Trustee												
Legal				(50,000)						(10,400)		(50,000)
Accounting				(15,000)						(10,000)		(10,000)
Total Chapter 11 Administrative Expenses	0	0	0	(65,000)	0	0	0	0	0	(10,400)	0	(60,000)
Weekly Cash Flow	(234,220)	(241,424)	(325,214)	(426,987)	(614,795)	(555,572)	(576,521)	(385,889)	(481,069)	(296,864)	(212,955)	(41,974)
Ending Cash												

Chapter 11 Use Only