

IN THE UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

FILED

2018 OCT -5 PM 1:55

In Re:) Case No. 18-15839
BJRP, LLC) Chapter 11
Debtor) Judge: Arthur L. Harris

BANKRUPTCY COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

INTERIM ORDER AUTHORIZING DEBTOR TO: (A) USE CASH COLLATERAL ON AN EMERGENCY BASIS PENDING A FINAL HEARING; (B) INCUR POSTPETITION DEBT ON AN EMERGENCY BASIS PENDING A FINAL HEARING; AND (C) GRANT ADEQUATE PROTECTION AND PROVIDE SECURITY AND OTHER RELIEF TO TOWER IV LLC

This matter came before this Court on the motion (the "Motion") of BJRP, LLC ("Debtor") requesting that this Court enter an order authorizing Debtor to: (a) use certain Cash Collateral on an emergency basis pending a Final Hearing; (b) incur postpetition debt on an emergency basis pending a Final Hearing; and (c) grant adequate protection and provide security and other relief to Tower IV LLC ("Tower" or "Lender"). Unless otherwise indicated, all capitalized terms used as defined terms herein have the meanings ascribed thereto in Exhibit A attached hereto and by this reference are made a part hereof.

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

Having examined the Motion, being fully advised of the relevant facts and circumstances surrounding the Motion, and having completed a hearing pursuant to Code §§ 363 and 364 and Fed. R. Bankr. P. 4001(b) and (c), and objections, if any, having been withdrawn, resolved or overruled by the Court, **THE MOTION IS GRANTED, AND THE COURT HEREBY FINDS THAT:**

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

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

C. No Committee has been appointed in this Case.

D. Subject to Paragraph 6 of this Order, Debtor has admitted, stipulated and agreed that:

1. the Prepetition Documents evidence and govern the Prepetition Debt, the Prepetition Liens and the prepetition financing relationship between Debtor and Lender;

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

3. as of the Petition Date, Debtor is liable for payment of the Prepetition Debt, and the Prepetition Debt shall be an allowed secured claim in a principal amount not less than \$963,263, exclusive of accrued and accruing Allowable 506(b) Amounts;

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

5. the Prepetition Liens are Priority Liens and secure payment of all of the Prepetition Debt; and

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

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

F. Debtor needs to use Cash Collateral and incur Postpetition Debt as provided herein through the conclusion of the Final Hearing, in order to prevent immediate and irreparable harm to the estate and minimize disruption to and avoid the termination of its business operations. Entry of this Order will also enhance the possibility of maximizing the value of Debtor's property.

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

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

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

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

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

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

1. Authorization to Use Cash Collateral. Debtor is authorized to use Cash Collateral solely in accordance with the terms and provisions of this Order.

2. Authorization To Incur Postpetition Debt.

(a) Prepetition Documents. Debtor is hereby authorized and has agreed to perform its obligations under and comply with all of the terms and provisions of the Prepetition Documents and this Order. Upon execution and delivery thereof, the Prepetition

Documents shall constitute valid and binding obligations of Debtor enforceable in accordance with their terms. To the extent there exists any conflict among the terms of the Motion, the Prepetition Documents, and this Order, this Order shall govern and control.

(b) Permitted Uses of Postpetition Debt. Debtor is authorized and has agreed to incur Postpetition Debt solely: (1) in accordance with the terms and provisions of this Order, and (2) to the extent required to pay those expenses enumerated in the Budget as and when such expenses become due and payable.

(c) Highlighted Terms of Postpetition Debt. Without limiting the foregoing, the following terms of the Postpetition Debt are specifically approved:

(i) Maximum Amount of Advances. The maximum principal amount of new advances after the Petition Date under the Prepetition Credit Agreement (the "Postpetition Advances") shall not at any time exceed \$80,000.

(ii) Interest. Interest on Postpetition Debt ("IPD") shall accrue at 6%.

(iii) Compliance with Budget. Debtor covenants to comply with the Budget, subject to a 10% variance.

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

(v) Covenant. Effective upon entry of the Final Order, Debtor covenants that on or before November 15, 2018 it will seek approval from the Court of either (i) a plan of reorganization; or (ii) a sale of substantially all of its assets under § 363.

(d) Superpriority Administrative Expense Status; Postpetition Liens. The Postpetition Debt is hereby granted superpriority administrative expense status under Code § 364(c)(1), with priority over all costs and expenses of administration of the Case that are incurred under any provision of the Code. In addition, Lender is granted the Postpetition Liens to secure the Postpetition Debt. The Postpetition Liens: (1) are in addition to the Prepetition Liens; (2) pursuant to Code §§ 364(c)(2), (c)(3) and (d), are Priority Liens without any further action by Debtor or Lender and without the execution, filing or recordation of any financing statements, security agreements, mortgages or other documents or instruments; (3) shall not be

subject to any security interest or lien which is avoided and preserved under Code § 551; (4) shall remain in full force and effect notwithstanding any subsequent conversion or dismissal of the Case; (5) shall not be subject to Code § 510(c); and (6) upon approval of the Final Order, shall not be subject to any landlord's lien, bailee's rights, right of distraint or levy, security interest or other interest that any landlord, bailee, warehousemen or landlord's mortgagee may have in the Collateral located on such leased premises. Notwithstanding the foregoing, Debtor shall execute and deliver to Lender such financing statements, mortgages, instruments and other documents as Lender may reasonably request from time to time, and any such documents filed by Lender shall be deemed filed as of the Petition Date.

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

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

(a) Priority of Prepetition Liens/Allowance of Prepetition Lender's Claim. Subject to the terms of Paragraph 6 of this Order: (1) the Prepetition Liens shall constitute Priority Liens; (2) the Prepetition Debt constitutes the legal, valid and binding obligations of Debtor, enforceable in accordance with the terms of the Prepetition Documents; (3) no offsets, defenses or counterclaims to the Prepetition Debt exist, and no portion of the Prepetition Debt is subject to avoidance, recharacterization or subordination pursuant to the Code or applicable nonbankruptcy law; and (4) Lender's claims with respect to the Prepetition Debt shall for all purposes constitute an allowed secured claim within the meaning of Code § 506 in a

principal amount not less than \$963,263, exclusive of accrued and accruing Allowable 506(b) Amounts.

(b) Replacement Liens. Lender is hereby granted the Replacement Liens, for the benefit of Lender, as security for any diminution in the value of the Prepetition Collateral. The Replacement Liens: (1) are and shall be in addition to the Prepetition Liens; (2) are and shall be properly perfected, valid and enforceable liens without any further action by Debtor or Lender and without the execution, filing or recordation of any financing statements, security agreements, mortgages or other documents or instruments; (3) shall be subject only to the Prepetition Debt; and (4) shall remain in full force and effect notwithstanding any subsequent conversion or dismissal of the Case. Notwithstanding the foregoing, Debtor is authorized to and shall execute and deliver to Lender such financing statements, mortgages, instruments and other documents as Lender may reasonably request from time to time in respect of the Replacement Liens.

4. Termination Date; Rights and Remedies.

(a) Effect of Termination Date. Unless extended by the Court upon the written agreement of Lender, upon the Termination Date without further notice or order of Court: (1) Debtor's authorization to use Cash Collateral and incur Postpetition Debt hereunder will automatically terminate and (2) at Lender's election: (i) the Postpetition Debt shall be immediately due and payable and (ii) Debtor shall be prohibited from using Cash Collateral for any purpose other than payment to Lender.

5. No Surcharge. In the exercise of its business judgment and in consideration for Lender's agreement to fund the Postpetition Debt in accordance with this Order, effective upon entry of the Final Order, Debtor agrees that there shall be no surcharge of the Aggregate Collateral for any purpose, unless agreed to by Lender. Further, Debtor represents that the Budget contains all expenses that are reasonable and necessary for the operation of its businesses and the preservation of the Aggregate Collateral through the period for which the Budget runs, and therefore includes all items potentially chargeable to Lender under Code § 506(c). Therefore, effective upon entry of the Final Order, Debtor shall be deemed to have waived any rights, benefits or causes of action under Code § 506(c), any "equities of the case" arguments, objections, or claims, and other rights under the enhancement of collateral provisions

of Code § 552, or any other legal or equitable doctrine (including, without limitation, unjust enrichment) as they may relate to or be asserted against Lender or the Aggregate Collateral. In reliance on the foregoing, Lender has agreed to the entry of this Order.

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

(a) Challenge Procedure. During the Investigation Period, a Challenge Party shall be entitled to determine whether a basis to assert a Challenge exists. If a Challenge Party identifies a good faith basis to assert a Challenge, it must notify Debtor during the Investigation Period of its demand that Debtor initiate an action or adversary proceeding relating thereto and from the date that Debtor is so notified, Debtor shall have five (5) business days to notify the Challenge Party of whether Debtor intends to initiate such action and ten (10) business days to initiate such action. If Debtor notifies such Challenge Party that Debtor does not intend to initiate an action or adversary proceeding, or Debtor fails to timely initiate its own action, the Challenge Party shall have ten (10) business days from the receipt of such notice to initiate an action or adversary proceeding. Nothing herein shall be deemed to grant standing in favor of any Challenge Party absent further order of this Court, and nothing herein authorizes an adversary proceeding to be brought on a motion. Debtor, if timely notified of a potential Challenge, shall retain authority to prosecute, settle or compromise such Challenge in the exercise of its business judgment (subject to court approval), whether or not a Challenge is brought by a Challenge Party.

(b) Bar of Challenges and Claims. If Debtor does not receive notice of a potential Challenge during the Investigation Period (or such later date as agreed in writing by Lender or for cause shown by an order of this Court), without further order of the Court, as of the end of the Investigation Period, (1) the claims, liens and security interests of Lender described herein shall be deemed to be allowed for all purposes in this Case and shall not be subject to challenge by any party in interest as to extent, validity, priority or otherwise, (2)

Debtor and its estate shall be deemed to have waived, released and discharged Lender and its respective officers, directors, principals, attorneys, consultants, predecessors in interest, and successors and assigns of and from any and all claims and causes of action, indebtedness, and obligations, of every type, which occurred on or prior to the date of entry of this Order with respect to or in connection with the Prepetition Debt, the Prepetition Liens, the Prepetition Documents or otherwise, and (3) the other stipulations in Paragraph D of this Order shall be deemed final and binding on all parties in interest in this Case for all purposes.

7. Right to Credit Bid. In connection with the sale or other disposition of all or any portion of the Aggregate Collateral, whether under Code § 363, Code § 1129 or otherwise, pursuant to Code § 363(k), Lender shall have the right to use the Prepetition Debt or Postpetition Debt or any part thereof to credit bid with respect to any bulk or piecemeal sale of all or any portion of the Aggregate Collateral.

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

9. No Marshaling. Neither Lender nor any of the Postpetition Collateral shall be subject to the doctrine of marshaling.

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

11. Modification of Stay. The automatic stay of Code § 362 is hereby modified with respect to Lender solely to the extent necessary to effectuate the provisions of this Order.

12. No Waiver. Lender shall not be deemed to have suspended or waived any of its rights or remedies under this Order, the Prepetition Documents, the Code, and applicable nonbankruptcy law unless such suspension or waiver is in writing, signed by a duly authorized

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

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

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

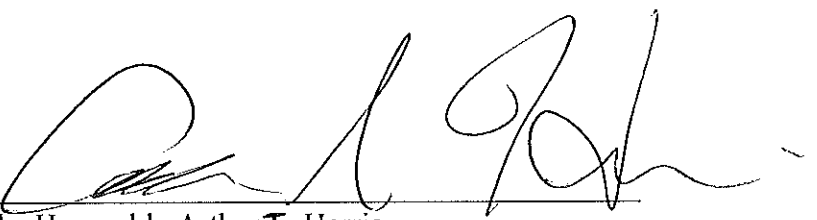
15. Binding Effect. Except as provided in Paragraph 6 herein, this Order shall be binding on all parties in interest in the Case and their respective successors and assigns, including any Trustee, except that any Trustee shall have the right to terminate this Order after notice and a hearing. If any of the provisions of this Order are hereafter reconsidered or modified by subsequent order of this Court other than on appeal, such reconsideration or modification shall not affect: (a) subject to Paragraph 6 of this Order, the stipulations, representations, and findings contained in this Order and the relief granted by and the releases contained in this Order; and (b) the priority, validity, enforceability or effectiveness of any lien, security interest or other benefit or claim authorized hereby with respect to Cash Collateral used or Postpetition Debt incurred prior to the effective date of such reconsideration or modification. In such event, all such liens, security interests, claims and other benefits shall be governed in all

respects by the original provisions of this Order, and Lender shall be entitled to all the rights, remedies, privileges and benefits granted hereto, including the liens and priorities granted herein. If any of the provisions of this Order are hereafter reversed or modified on appeal, Lender will be entitled to the full benefits and protections of, and this Order shall be subject to, 11 U.S.C. § 364(e) on account of such parties acting in good faith and the Postpetition Debt being extended in good faith hereunder. Except as otherwise explicitly set forth in this Order, no third party is intended to be, or shall be deemed to be, a third party beneficiary of this Order.

16. Survival. The provisions of this Order, and any actions taken pursuant to or in reliance upon the terms hereof, shall survive entry of, and govern in the event of any conflict with, any order which may be entered in the Case: (a) confirming any chapter 11 plan, (b) converting the Case to a case under chapter 7 of the Code, (c) dismissing the Case, (d) withdrawing of the reference of the Case from this Court, or (e) providing for abstention from handling or retaining of jurisdiction of the Case in this Court. The terms and provisions of this Order, including, without limitation, the rights granted Lender under Code §§ 363, 364(c) and (d), shall continue in full force and effect until all of the Aggregate Debt is indefeasibly paid in full in cash and discharged.

17. Third Party Reservation of Rights. Colonial Funding Network, Inc. as the servicing provider for Advance American Business Solutions, LLC and American Express Bank each reserve all of their rights in connection with this Order, including to assert their right to a replacement lien. *as well as their rights to Cash Collateral in any Final Order and as a secured creditor.*

18. Notice of Final Hearing. The Final Hearing is scheduled for October 30, 2018 at 11: AM, and may be continued from time to time without further notice other than that given in open court. Debtor is directed to immediately serve a copy of this Order and, as soon as practicable, the proposed Final Order by first class mail, postage prepaid, on counsel for Lender, Debtor's other secured creditors, Debtor's twenty (20) largest unsecured creditors, and the United States Trustee, which service shall constitute adequate and proper notice of the Final Hearing. Any objection to the Order must be filed with the Court and received by counsel for Debtor, Lender, and the United States Trustee no later than seventy-two (72) hours prior to the commencement of the Final Hearing. Any timely and properly filed and served objection will be heard at the Final Hearing.



The Honorable Arthur I. Harris
United States Bankruptcy Judge

Dated: October 5, 2018

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EXHIBIT A

DEFINED TERMS

1. **Aggregate Collateral.** Collectively, the Prepetition Collateral and the Postpetition Collateral.
2. **Aggregate Debt.** Collectively, the Prepetition Debt and the Postpetition Debt.
3. **Allowable 506(b) Amounts.** To the extent allowable under Code § 506(b), interest at the default rate of interest as set forth in the Prepetition Documents, all fees, costs, expenses, and other charges due or coming due under the Prepetition Documents or in connection with the Prepetition Debt (regardless of whether such fees, costs, interest and other charges are included in the Budget), and all costs and expenses at any time incurred by the Lenders in connection with: (a) the negotiation, preparation and submission of this Order and any other order or document related hereto, and (b) the representation of Lender in the Case, including in defending any Challenge.
4. **Budget.** The budget attached to this Order as Exhibit B, as amended, modified or supplemented from time to time, as may be agreed to by Lender.
5. **Case.** The chapter 11 case or any superseding chapter 7 case of Debtor.
6. **Cash Collateral.** All "cash collateral," as that term is defined in Code § 363(a) that is property of Debtor and in which Lender has an interest, all deposits subject to setoff rights in favor of Lender, and all cash arising from the collection or other conversion to cash of the Aggregate Collateral, including, without limitation, from the ordinary course sale of inventory and the collection of accounts receivable and all sales of Aggregate Collateral outside of the ordinary course of business.
7. **Challenge.** A claim or cause of action challenging the extent, validity, perfection, priority or enforceability of the Prepetition Debt, the Prepetition Liens or any other claims or causes of action against Lender, which any Committee or another party-in-interest may bring, in accordance with Paragraph 6 of this Order.
8. **Challenge Party.** Any Committee, any Trustee, or a party-in-interest with the requisite standing.
9. **Code.** The United States Bankruptcy Code (11 U.S.C. § 101 *et seq.*), as amended, and any successor statute. Unless otherwise indicated, all statutory section references in this Order are to the Code.
10. **Committee.** Any official creditors' committee appointed to represent unsecured creditors in the Case pursuant to Code § 1102.
11. **Event of Default.** At Lender's election, (a) the occurrence and continuance of any Event of Default first arising after the Petition Date under the Prepetition

Credit Agreements; and (b) Debtor's failure to comply strictly with the terms of, or its covenants and other obligations in or under, this Order.

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

13. **Final Order.** A final order entered on the Motion that authorizes Debtor to use Cash Collateral and incur Postpetition Debt at or in connection with the Final Hearing, in form and substance acceptable to Lender.

14. **Investigation Period.** The period from the Petition Date until the date that is the earliest of (1) seventy five (75) days after the Petition Date, ^{and} (2) sixty (60) days after the date that a Committee is formed, ~~and (3) the deadline for objections to a sale of all or substantially all of the Aggregate Collateral.~~

15. **Indebtedness.** The "Indebtedness" as that term is defined in the Prepetition Credit Agreements.

16. **Petition Date.** September 28, 2018.

17. **Postpetition Collateral.** All of the real and personal property of Debtor of any description whatsoever, wherever located and whenever arising or acquired, including all cash, accounts, inventory, equipment, fixtures, chattel paper, general intangibles (including, upon entry of the Final Order, claims and proceeds under Code §§ 544, 547, 548, 549, 550 and 553), all leaseholds, all commercial torts, all other "Collateral" (as that term is defined in the Prepetition Credit Agreements), and all proceeds, rents, issues, profits and products, whether tangible or intangible, of any of the foregoing, including proceeds of insurance covering any of the foregoing.

18. **Postpetition Debt.** All indebtedness or obligations of Debtor to Lender incurred on or after the Petition Date pursuant to this Order or otherwise, including, without limitation, all Indebtedness and any advances made by Lender.

19. **Postpetition Liens.** Priority Liens in the Aggregate Collateral.

20. **Prepetition Collateral.** All of the "Collateral" (as that term is defined in the Prepetition Credit Agreements existing as of the Petition Date, and all proceeds, rents, issues, profits and products thereof.

21. **Prepetition Credit Agreements.** Three Business Loan Agreements in the original principal amounts of One Million Seven Hundred Thousand Dollars (\$1,700,000), One Million Dollars (\$1,000,000) and Thirty-Five Thousand Dollars (\$35,000) by and among Debtor and Lender (pursuant to Loan Purchase Agreement dated June 18, 2018), as amended, modified and supplemented from time to time.

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

23. *Prepetition Documents.* The Prepetition Credit Agreements and the "Related Documents" (as that term is defined in the Prepetition Credit Agreements).

24. *Prepetition Liens.* Lender asserted security interests in the Prepetition Collateral under the Prepetition Documents.

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

26. *Replacement Liens.* Priority Liens in the Postpetition Collateral granted to Lender pursuant to this Order.

27. *Termination Date.* At Lender's election, the earliest to occur of: (a) the date on which Lender provides, via electronic or overnight mail, written notice to counsel for Debtor and counsel for any Committee of the occurrence and continuance of an Event of Default; (b) the date that is twenty one (21) days following the entry of this Order if the Final Order is not entered in form and substance satisfactory to Lender by such date; (c) the date of the Final Hearing, if this Order is modified at the Final Hearing in a manner unacceptable to Lender; (d) the closing date of the sale of substantially all of the assets of Debtor; (e) the date on which the Aggregate Debt is indefeasibly paid in full in cash; and (f) the date that is sixty (60) days after the Petition Date.

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

EXHIBIT B

BUDGET

[attached]

EXHIBIT B

BUDGET

[attached]

BJRP

BJRP Cash Forecast	Week 40	Week 41	Week 42	Week 43	Week 44	Week 45	Week 46	Week 47
Date	10/1/18	10/8/18	10/15/18	10/22/18	10/29/18	11/5/18	11/12/18	11/19/18
Book Cash Balance	\$ 8,350.00	\$ (26,983.59)	\$ (41,776.48)	\$ (18,063.21)	\$ (55,877.69)	\$ (59,093.81)	\$ (43,713.63)	\$ (9,349.12)
Checks Outstanding	\$ (4,581.07)	\$ (4,581.07)	\$ (4,581.07)	\$ (4,581.07)	\$ (4,581.07)	\$ (4,581.07)	\$ (4,581.07)	\$ (4,581.07)
Total Revenue	\$ 40,245.51	\$ 118,711.68	\$ 136,502.29	\$ 131,242.77	\$ 126,075.63	\$ 168,039.35	\$ 141,805.02	\$ 140,663.75
Actual Cash	\$ 44,014.44	\$ 87,147.02	\$ 90,144.74	\$ 108,598.48	\$ 65,616.87	\$ 104,364.48	\$ 93,510.32	\$ 126,733.56
Rewards / Amex / CC/Fee	\$ -	\$ -	\$ -	\$ -	\$ 15,000.00	\$ -	\$ -	\$ -
AAF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Payroll (weekly)	\$ 5,970.00	\$ 80,000.00	\$ 42,000.00	\$ 80,000.00	\$ 42,000.00	\$ 80,000.00	\$ 35,000.00	\$ 80,000.00
Rents	\$ 13,876.75	\$ -	\$ 13,876.75	\$ -	\$ 13,876.75	\$ -	\$ 13,876.75	\$ -
Ops. Misc. Items	\$ 1,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
Opentable	\$ -	\$ -	\$ -	\$ 2,800.00	\$ -	\$ -	\$ -	\$ -
Insurance / W/C	\$ 3,792.00	\$ -	\$ -	\$ -	\$ -	\$ 3,792.00	\$ -	\$ -
Food Purchases	\$ 9,619.48	\$ 26,881.07	\$ 30,909.58	\$ 29,718.61	\$ 28,548.57	\$ 38,050.83	\$ 32,110.33	\$ 31,851.90
Operating Supplies	\$ 3,420.87	\$ 10,090.49	\$ 11,602.69	\$ 11,155.64	\$ 10,716.43	\$ 14,283.35	\$ 12,053.43	\$ 11,956.42
Sales Tax	\$ 36,000.00	\$ -	\$ -	\$ 31,000.00	\$ -	\$ -	\$ -	\$ 40,000.00
Leases ACH	\$ -	\$ 2,983.00	\$ -	\$ 1,233.00	\$ -	\$ 2,983.00	\$ -	\$ 1,233.00
Laundry & Uniform	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00
Beverage	\$ 300.00	\$ 9,550.00	\$ 9,550.00	\$ 9,550.00	\$ 9,550.00	\$ 9,550.00	\$ 9,550.00	\$ 9,550.00
Utilities	\$ -	\$ 400.00	\$ 1,250.00	\$ -	\$ 6,000.00	\$ 400.00	\$ 1,250.00	\$ -
Weekly Outflows	\$ 75,579.10	\$ 133,504.56	\$ 112,789.02	\$ 169,057.25	\$ 129,291.74	\$ 152,659.18	\$ 107,440.50	\$ 178,191.32
Additional Cash Funding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Vendor Payments (Critice	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Book Cash Balance	\$ (31,564.66)	\$ (46,357.55)	\$ (22,644.28)	\$ (60,458.76)	\$ (63,674.88)	\$ (48,294.70)	\$ (13,930.19)	\$ (51,457.76)

EXHIBIT A-1

RRG Weekly Cash Flow (BJRP working) 10.1.18.xlsx

BJRP

BJRP Cash Forecast	Week 48	Week 49	Week 50	Week 51	Week 52
Date	11/26/18 12/2/18	12/3/18 12/9/18	12/10/18 12/16/18	12/17/18 12/23/18	12/24/18 12/30/18
Book Cash Balance	\$ (46,876.69)	\$ (18,534.19)	\$ (42,309.63)	\$ 30,934.36	\$ 52,117.61
Checks Outstanding	\$ (4,581.07)	\$ (4,581.07)	\$ (4,581.07)	\$ (4,581.07)	\$ (4,581.07)
Total Revenue	\$ 136,941.59	\$ 139,459.62	\$ 169,620.64	\$ 184,597.40	\$ 151,738.68
Actual Cash	\$ 85,483.83	\$ 116,344.36	\$ 122,729.95	\$ 210,950.69	\$ 199,275.23
Rewards / Amex / CC Fee	\$ 15,000.00	\$ -	\$ -	\$ -	\$ 7,075.06
AAF	\$ -	\$ -	\$ -	\$ -	\$ 5,035.00
Payroll (weekly)	\$ 35,000.00	\$ 80,000.00	\$ 30,000.00	\$ 80,000.00	\$ 22,000.00
Rents	\$ -	\$ 13,876.75	\$ -	\$ 13,876.75	\$ -
Ops. Misc. Items	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
OpenTable	\$ 2,800.00	\$ -	\$ -	\$ -	\$ 2,800.00
Insurance / WC	\$ -	\$ 3,792.00	\$ -	\$ -	\$ -
Food Purchases	\$ 31,009.05	\$ 31,579.24	\$ 38,408.90	\$ 41,800.23	\$ 34,359.71
Operating Supplies	\$ 11,640.03	\$ 11,854.07	\$ 14,417.75	\$ 13,337.16	\$ 10,963.12
Sales Tax	\$ -	\$ -	\$ -	\$ -	\$ 40,000.00
Leases ACH	\$ -	\$ 2,983.00	\$ -	\$ -	\$ 1,233.00
Laundry & Uniform	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00
Beverage	\$ 9,550.00	\$ 9,550.00	\$ 9,550.00	\$ 9,550.00	\$ 9,550.00
Utilities	\$ -	\$ 6,000.00	\$ 400.00	\$ 1,250.00	\$ -
Weekly Outflows	\$ 108,599.09	\$ 163,235.05	\$ 96,376.65	\$ 163,414.15	\$ 136,615.89
Additional Cash Funding	\$ -	\$ -	\$ -	\$ -	\$ -
Vendor Payments (Critice	\$ (23,115.26)	\$ (46,890.70)	\$ 26,353.29	\$ 47,536.54	\$ 62,659.34
Book Cash Balance	\$ (23,115.26)	\$ (46,890.70)	\$ 26,353.29	\$ 47,536.54	\$ 62,659.34

EXHIBIT A-2