

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

IN RE:)	
)	
BOD ENTERPRISES, LLC,)	Case No. 17-11777-R
)	Chapter 11
)	
)	
Debtor-in-Possession.)	

**MOTION FOR ENTRY OF INTERIM CASH COLLATERAL ORDER
AND FOR EXPEDITED HEARING**

BOD Enterprises, LLC (“BOD”), the above-captioned Debtor-in-Possession, moves this Court for authority to use cash collateral pursuant to 11 U.S.C. Section 363(c)(2) and F.R.Bankr.P. 4001(b)(2). BOD has an urgent need for the use of cash collateral, and requests this Court set an expedited hearing to consider this Motion and the attached Interim Cash Collateral Order.

Background Information

1. BOD filed its voluntary petition for relief under Chapter 11 of Title 11 of the United States Code on September 6, 2017; and since such date has continued in possession of its property and operation of its business as Debtor-in-Possession.
2. BOD operates two (2) car washes and a boat storage facility, as follows: the Caribbean Car Wash at 280 West Rogers, Skiatook, OK and the Bulldog Car Wash and Boat Storage at 1296 West Rogers Boulevard, Skiatook, OK (the “Property”).
3. BOD has a need to use cash collateral on an expedited interim basis and on a permanent basis.

4. BOD believes that Bank of Commerce holds a mortgage recorded in the offices of the Osage County Clerk on the Property owned by BOD Investments. The amount of the mortgage is \$1,543,519.15 and the value of the Property is \$1,775,000.00.

5. For the purposes of this Motion, BOD states that:

- a. There is an assignment of rents document in favor Bank of Commerce;
- b. Those rents collected and income earned by BOD may constitute cash collateral of Commerce Bank.

Request for Use of Cash Collateral and Providing Adequate Protection

6. BOD Investments seeks use of cash collateral pursuant to 11 U.S.C. Section 363(c)(4) and F.R.Bankr.P. 4001(b); and proposes adequate protection in the form of a replacement lien pursuant to 11 U.S.C. Section 361(2).

7. Bodley Investments requires funds to pay post-petition wages, insurance, utilities, and maintenance expenses in or to continue present operations and to maintain and preserve the bankruptcy estate. Without authorization to use cash collateral, BOD's continued business operations would cease and the value of the Property would decrease – causing immediate and irreparable harm to BOD, BOD's creditors and the bankruptcy estate.

8. Attached as Exhibit "A" is a budget of BOD's revenues and expenses for September 6, 2017 through October 5, 2017. BOD anticipates that there shall be positive cash flow of \$10,968.00.

9. BOD shall be allowed a variance of ten percent (10%) on each budgeted item in Exhibit "A". Furthermore, to the extent an expense is not fully used during a particular month, that unused portion shall carry forward to the next month.

10. Included within the budget is an estimate of the projected fees owed to the United States Trustee. The income received equaling the amount of any fee owed to the United States Trustee is not subject to the replacement lien granted to Commerce Bank.

11. Commerce Bank is entitled to certain protections for BOD's use of cash collateral. BOD has agreed to provide Commerce Bank with a replacement lien in and to future rents and car wash income of BOD pursuant to 11 U.S.C. Section 361(2) to the extent BOD uses cash collateral. BOD will also maintain insurance coverage on the property pledged to Commerce Bank, and provide it monthly reports of BOD's receipts and expenses.

12. The form of the Order Authorizing Use of Cash Collateral and Granting Replacement Liens is attached as Exhibit "B". Pursuant to F.R.Bankr.P. 4001(d), Bodley Investments gives notice that it is seeking approval of BOD's use of cash collateral, and to provide Commerce Bank adequate protection in the form of a replacement lien in and to future rents to the extent BOD uses cash collateral.

13. A final order authorizing use of cash collateral shall be filed providing proper and additional notice.

Wherefore, BOD Enterprises, LLC moves this Court for authority to use cash collateral on an interim emergency basis.

Respectfully submitted this 6th day of September, 2017.

RIGGS, ABNEY, NEAL, TURPEN,
ORBISON & LEWIS

s/Karen Carden Walsh

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Attorneys for BOD Enterprises, LLC

IN THE UNITED STATES BANKRUPTCY COURT
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In Re:)
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BUDGET FOR INTERIM USE OF CASH COLLATERAL
(September 6, 2017 through October 5, 2017)

Revenue:

Boat Storage: \$3,400.00
Bulldog Car Wash: \$2,700.00
Caribbean Car Wash: \$16,000.00

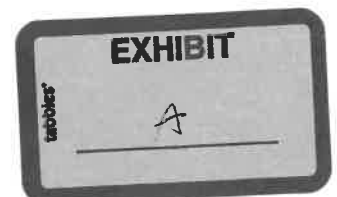
Total: \$22,100.00

Expenses:

Administration Fee: \$1,000.00
Payroll: \$3,000.00
Trash: \$220.00
Water/Utilities: \$3,000.00
Insurance: \$1,000.00
Property Tax Escrow: \$625.00
Phone/Internet: \$570.00
Supplies: \$1,000.00
Repairs: \$500.00
UST Fee Escrow: \$217.00

Total: \$11,132.00

Net: \$10,968.00



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FOR THE NORTHERN DISTRICT OF OKLAHOMA

IN RE:)	
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BOD ENTERPRISES, LLC,)	Case No. 17-11777-R
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**INTERIM ORDER AUTHORIZING USE OF CASH COLLATERAL
NOTICE TO FILE OBJECTIONS AND SETTING FINAL HEARING**

This contested matter concerns the Motion for Entry of Interim Cash Collateral Order and for Expedited Hearing (the “Motion”) filed September 6, 2017 by BOD Enterprises, LLC (“BOD”) seeking the entry of an interim order authorizing BOD to use Cash Collateral in which its secured creditor, Bank of Commerce, may have an interest. BOD appears by its counsel, Karen Carden Walsh.

After consideration of the statements of counsel and hearing the evidence presented, the Court hereby **FINDS** and **CONCLUDES** solely for purposes of this Order as follows:

1. On September 6, 2017 (the “Petition Date”), BOD filed a voluntary petition for relief under Chapter 11 of Title 11 of the United States Code. Since the Petition Date, BOD has continued to operate its business and manage its affairs as Debtor-in-Possession pursuant to 11 U.S.C. Section 1107 and 1108.

2. This Court has jurisdiction over this proceeding and the parties and property affected hereby pursuant to 28 U.S.C. Sections 1334 and 57. The filing of the Motion commenced a core proceeding as defined in 28 U.S.C. Section 157. Venue is proper in the Northern District of Oklahoma pursuant to 28 U.S.C. Sections 1408 and 1409.



3. BOD is an Oklahoma Limited Liability Company organized for purposes of operating commercial real property and car washes.

4. Bank of Commerce from time to time advanced loans to BOD under various notes, security agreements, mortgages, assignments of rents, and other such agreements typical in commercial lending transactions (the "Loan Agreement").

5. Bank of Commerce contends it holds valid, enforceable and allowable claims against BOD in the approximate amount of \$1,543,519.15, plus any and all interest, fees, expenses, and other obligations and liabilities of BOD pursuant to the Loan Agreement (the "Prepetition Indebtedness").

6. Bank of Commerce contends it holds properly perfected first in priority liens and security interests in BOD's real estate located at 280 W. Rogers Boulevard, Skiatook, Oklahoma and 1296 W. Rogers Boulevard, Skiatook, OK (the "Property"). Bank of Commerce also has an Assignment of Rents regarding the Property (the "Prepetition Collateral"). BOD does not believe there are any parties claiming any valid and perfected lien, claim or encumbrance to be prior in time and superiority to any of the Prepetition Collateral.

7. Bank of Commerce contends it has perfected its mortgages in the Prepetition Collateral by filing them with the Osage County Clerk.

8. BOD has a cash need for the purposes of meeting necessary expenses incurred in the ordinary course of operating its business, including, but not limited to wages, maintenance, insurance and utilities, and other post-petition expenses necessary to operate its commercial property. BOD is without sufficient funds to meet such ordinary and necessary expenses without use of that portion of the Prepetition Collateral that constitutes cash and rental income (the "Cash Collateral").

9. BOD is not aware of any legal or factual basis to dispute the Prepetition Indebtedness or Bank of Commerce's lien claims as to the Prepetition Collateral. The entry of this Order is without prejudice to BOD or any party objecting to any relief granted herein on a permanent basis.

10. Sufficient and adequate notice of the Motion and the hearing on the Motion has been given pursuant to F.R.Civ.P. 2002, 4001(b) and 9006, and as required by 11 U.S.C. Sections 361, 362, and 363, and the Order of this Court regarding notice.

11. Good cause has been shown for the entry of this Order only on a temporary, interim basis. Among other things, entry of this Order will afford BOD an opportunity to maintain the value of its assets in the best available manner and is in the best interests of BOD, Bodley Investment's creditors and this estate.

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

1. Subject to the terms and conditions set forth in this Order, BOD is hereby authorized to use Cash Collateral in accordance with the terms and conditions of this Interim Order and in the amounts consistent with the Budget to pay those actual and necessary ordinary course operating expenses pursuant to the terms of this Interim Order. Unless otherwise approved by the Court upon a duly entered order, disbursements during the term of this Interim Order shall not exceed the gross amount of the total stated in the Budget subject to a ten percent (10%) variance for the total budgeted, provided however, that the specific line items in the Budget shall not be finding or constitute a restriction upon use of Cash Collateral. No claims held by Commerce Bank shall be paid with proceeds of Cash Collateral.

2. BOD contends the going concern value of the property subject to the mortgage interest of Commerce Bank is in excess of the Prepetition Claim. Specifically, BOD contends

the current going concern value of the property is \$850,000.00. As security for the use of Cash Collateral and to provide Commerce Bank with adequate protection with respect to any decrease in the value of Commerce Bank's interest in Prepetition Collateral or Cash Collateral such that the value thereof is less than the amount of the Prepetition Claim, BOD hereby grants in favor of Commerce Bank a continuing, valid, automatically perfected lien and security interest of a first priority in and upon BOD' right, title and interest in and to all future rental and car wash related income after the Petition Date (the "Postpetition Collateral"). The Replacement Liens granted herein to Commerce Bank upon the Postpetition Collateral shall secure the Prepetition claims only to the extent that the value of the Prepetition Collateral is determined to be insufficient to secure the Prepetition Claims to the same extent that the Prepetition Claims were secured on the Petition Date and shall be subject to the Carve Out. To the extent the Replacement Liens are insufficient to compensate Commerce Bank, Commerce Bank shall be entitled to a claim under 11 U.S.C. Section 507(b) (the "Superpriority Claim"), provided, however, that the Superpriority Claim shall be subordinate to the Carve Out.

3. Replacement Liens granted herein in the Postpetition Collateral are subject and subordinate to the Carve Out, which shall be in an amount equal to the sum of (a) all accrued and unpaid bankruptcy court allowed professional fees and expenses of Riggs Abney as counsel to Commerce Bank, whether incurred prior to or following the occurrence of an Event of Default (or notice thereof) plus (b) quarterly fees required to be paid pursuant to 28 U.S.C. Section 1930(a) ("US Trustee Fees") ((a) and (b) together being the "Carve Out"). The Carve Out shall exclude any fees and expenses incurred (i) in using cash collateral of Commerce Bank other than as provided under this Interim Order, (ii) selling or otherwise disposing of any other Prepetition Collateral or Postpetition Collateral outside Commerce Bank's ordinary course of business

absent Commerce Bank's prior written consent, which consent may not be unreasonably withheld, or (iii) otherwise acting in violation of the terms of this Interim Order; or (iv) arising after the conversion of this Chapter 11 case to a case under Chapter 7 of the Bankruptcy Code; provided that nothing in this provision shall prevent the holders of the Carve Out from asserting their rights to the Carve Out. Except as otherwise provided in this paragraph, nothing contained in this Interim Order shall be deemed a consent by Commerce Bank to any charge, lien, assessment against the Prepetition Collateral under 11 U.S.C. Section 506(c).

4. All postpetition funds received by Commerce Bank in any manner derived or related to the Prepetition Collateral, including but not limited to the Cash Collateral, shall be deposited into BOD' debtor-in-possession account and used only for purposes of BOD making those payments authorized by this Interim Order.

5. BOD shall cooperate and comply with any reasonable request by Commerce Bank to monitor BOD' compliance with the terms of this Interim Order.

6. Nothing in this Interim Order, including the grant of Replacement Liens in favor of Commerce Bank shall in any way increase the value of any of Commerce Bank's collateral as of the Petition Date. For the avoidance of doubt, the liens and rights granted to Commerce Bank in this Interim Order shall be limited to the extent of the aggregate diminution of the value of the Prepetition Collateral after the Petition Date, whether by depreciation, use, sale, loss, decline in value or otherwise including such diminution as may arise from the use or application of the Prepetition Collateral (including Cash Collateral) in accordance with this Interim Order including by reason of the Replacement Liens granted to Commerce Bank ("Diminution Claim"). Without limiting the generality of the foregoing, the Carve Out and all professional fees paid in connection with the case shall be included as diminution in the value of the

Prepetition Collateral in any calculation regarding adequate protection to Commerce Bank, including the determination of the Diminution Claim or the amount secured by the Replacement Liens.

7. Upon entry of this Interim Order, the security interests and liens granted to Commerce Bank by virtue of this Interim Order shall be valid, perfected and enforceable against all entities and parties, without regard to applicable federal, state or local filing requirements or statutes calling for filing or recording. Commerce Bank shall not be required to file financing statements or any other instruments or documents in any jurisdiction, or take any other action in order to validate or perfect the security interests and liens granted to the Bank of Commerce by this Interim Order. This Interim Order shall be the means of, and sufficient evidence of, such validation and perfection. If Commerce Bank shall, in its own discretion, choose to file such financing statements, mortgages, or otherwise confirm perfection of such security interest and liens: (a) Commerce Bank is authorized to effect such filings and recordings, and any such financing statement regardless of the time of actual filing or recording, shall be deemed to have been filed or recorded at the time and date and simultaneously with the Petition Date; and (b) BOD is authorized and directed to execute and deliver such agreements, instruments and other documents, including (without limitation) pledges and UCC financing statements. Such filing or recording made to confirm perfection of such security interest and lien shall not be deemed to be a violation of the automatic stay imposed by 11 U.S.C. Section 362(a), and the automatic stay is modified to permit such filings and recording to the extent applicable.

8. As additional adequate protection to Commerce Bank, BOD shall continue to maintain, with financially sound and reputable insurance companies, insurance coverage in

amounts and against risks as reasonably required by Commerce Bank with such insurance policies reflecting Commerce Bank as loss payee.

9. BOD shall, as partial means of providing Commerce Bank with adequate protection, provide Commerce Bank with copies of all documents that Commerce Bank may reasonably request concerning the revenues, assets, costs and liabilities of BOD, including copies of all monthly operating reports filed by Commerce Bank in this bankruptcy case.

10. The occurrence of any of the following shall constitute an event of default under this Interim Order, whether with or without notice of any kind to BOD by Commerce Bank, and Commerce Bank shall have no obligation to provide any notice of any such occurrence: (i) any material default, violation or breach of any of the terms of this Interim Order by BOD, (ii) conversion of BOD' case to one under Chapter 7 of the United States Bankruptcy Code, or the filing of a plan of reorganization that materially alters, impairs or affects any terms of this Interim Order, (iii) the appointment of a trustee, (iv) the dismissal of this bankruptcy case, or (v) the failure to timely file all required state and federal tax returns and timely pay any taxes reported due therein. ("Events of Default").

11. Upon the occurrence of an Event of Default, then after giving at least 5 days' notice in writing delivered via this Court's CM/ECF system to the other parties requesting notice herein: (i) BOD' authority to use Cash Collateral and any all obligations of Commerce Bank under this Interim Order shall terminate, (ii) Commerce Bank shall not be obligated to take title to any Prepetition Collateral in the pursuit of its rights and remedies, and (iii) Commerce Bank shall not be obligated to, but may, in its sole discretion, and only upon its written consent, allow the use of Cash Collateral. Consent of Commerce Bank allowing BOD to use Cash Collateral after an Event of Default shall not constitute a waiver, limitation, or modification of Commerce

Bank's rights and remedies pursuant to this Interim Order and applicable law. All of the protections granted to Commerce Bank under this Interim Order shall be available upon any use of Cash Collateral by BOD without regard to whether there has been an Event of Default or Commerce Bank has approved such use. After an Event of Default, BOD may seek additional authority to use Cash Collateral on 3 days' notice. Notwithstanding any termination of BOD's authority to use Cash Collateral, any cash on hand shall be available to pay the Carve Out.

12. Consistent with the terms of this Interim Order and the Budget, BOD shall (a) make any and all payments necessary to keep its property operating and in good repair and condition and shall not permit or commit any waste thereof, (b) maintain all of its property in good condition and repair, not commit any waste thereof and make all necessary replacements thereof, and operate the same properly and efficiently, and (c) preserve and maintain all patents, licenses, privileges, franchises, certificates and the like necessary for the operation of its business.

13. This Interim Order and the entry thereof shall not affect or establish the validity or enforceability of Commerce Bank's prepetition liens and security interest in the Prepetition Collateral.

14. The entry of this Interim Order shall not prejudice or limit the rights of Commerce Bank or any other party to seek protection or relief with respect to Cash Collateral or to file and pursue a motion to modify the automatic stay in order to foreclose on Prepetition Collateral or take other actions in this bankruptcy case.

15. Nothing in this Interim Order shall in any way restrict or limit the scope of prepetition liens, security interest or claims or otherwise adversely affect the Perfection Documents.

16. To the extent permitted by law, the provisions of this Interim Order shall be binding upon and inure to the benefit of Commerce Bank, BOD, their respective successors and assigns including any trustee hereinafter appointed as a representative of the estate herein, or of the estate in any subsequent proceedings under the Bankruptcy Code, and all creditors of BOD and other parties in interest.

17. 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 BOD to Commerce Bank before the effective date of such modification, vacation, or stay, (b) the validity or enforceability of any security interest, mortgage, lien, priority or other protection authorized or created hereby.

Notwithstanding any such modification, vacation, or stay, the Cash Collateral actually used by BOD before the effective date of such modification, vacation, or stay shall be governed in all respects by the original provisions of this Interim Order, and BOD shall be entitled to all the rights, remedies, privileges, and benefits granted herein.

18. Commerce Bank may request the Court to provide other protections for the benefit of Commerce Bank as a condition to the continued use by BOD of the Cash Collateral.

19. The automatic stay under 11 U.S.C. Section 362 is vacated and modified to the extent necessary to permit Commerce Bank and BOD to implement the provisions of the Interim Order.

20. The 14-day stay contemplated by F.R.Bankr.P. 4001(a)(3) and 6004(h) is hereby waived.

21. This Court hereby expressly retains jurisdiction over all persons and entities, co-

extensive with the powers granted to this Court under the Bankruptcy Code and jurisdictional laws of the United States, to enforce the terms of this Interim Order and to adjudicate any and all disputes in connection therewith.

22. BOD is hereby authorized and directed to perform all acts, take any action, and execute and comply with the terms of such other documents, instruments, and agreements, as Commerce Bank may reasonably require as evidence of and for the protection of the Prepetition Collateral, Cash Collateral and the Postpetition Collateral, or that maybe otherwise deemed necessary by Commerce Bank to effect the term and conditions of this Interim Order.

23. This Interim Order has been entered on an expedited basis as an interim order pursuant to F.R.Bankr.P. 4001(b)(2) and all relief granted herein, including but not limited to the granting of any and all liens is expressly subject to final approval at a hearing to be held as provided herein below. The entry of this Interim Order shall not prejudice or limit the rights of any other party to seek relief or otherwise dispute the nature, extent and validity of the relief granted herein or Commerce Bank's prepetition security interest and liens or claims secured thereby or any liens or claims granted herein until such time as this Interim Order shall become a final order as provided below. Upon entry of a final order, all liens or claims granted Commerce Bank herein shall be binding and enforceable as to all parties to this case.

**NOTICE TO FILE OBJECTIONS
AND FINAL HEARING**

Notice is hereby given that a hearing to consider approval of a Final Cash Collateral Order shall be held in Courtroom No. 1, Federal Building, 224 S. Boulder Ave., Tulsa, Oklahoma on the ___ day of _____, 2017, at _____ m. A proposed form of a Final Cash Collateral Order shall be filed with the Court 21 days prior to the hearing. If you

oppose or object to any relief granted in this Order, you must file a written objection with the Clerk of this Court on or before 7 days prior to the hearing.

Dated this ____ day of _____, 2017.

Submitted by:

RIGGS, ABNEY, NEAL, TURPEN,
ORBISON & LEWIS

s/Karen Carden Walsh
Karen Carden Walsh, OBA #14690
502 W. 6th Street
Tulsa, Oklahoma 74119
(918) 587-3161
(918) 587-9708 (fax)

Attorneys for BOD Enterprises, LLC

IN THE UNITED STATES BANKRUPTCY COURT
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EMERGENCY MOTION TO PAY PRE-PETITION UTILITIES

BOD Enterprises, LLC (“BOD”), the above-captioned Debtor-in-possession, moves this Court for emergency authorization to pay the pre-petition utilities. In support of this Motion, BOD shows the Court as follows:

Background Information

1. BOD filed its voluntary petition for relief under Chapter 11 of Title 11 of the United States Code on September 6, 2017; and since such date has continued in possession of its property and operation of its business as Debtor-in-possession.

2. In its business operations, BOD uses utilities from Oklahoma Natural Gas (“ONG”), the City of Skiatook (the “City”) and CRTS (trash service).

3. The current billing cycle for ONG includes about four (4) days pre-petition. The current billing cycle for the City includes about thirty (30) days pre-petition. The current billing cycle for CRTS includes about fourteen (14) days pre-petition.

4. Therefore, a portion of the utilities was incurred prior to the commencement of this case. The approximate amount of the entire utility obligation is about \$3,500.00.

3. BOD desires to pay the pre- and post-petition utility obligation; otherwise, it risks the loss of essential utility service. BOD will suffer because BOD its operations will cease.

Request for Emergency Hearing

The due date of the utility bills ranges from September 5, 2017 to September 20, 2017.

BOD wishes to pay its utilities in the ordinary course of its business.

WHEREFORE, BOD Enterprises, LLC, the Debtor-in-possession, requests that this Court enter an order allowing the payment of prepetition utilities and such other and further relief as may be proper and just.

Respectfully submitted this 6th day of September, 2017.

RIGGS, ABNEY, NEAL, TURPEN,
ORBISON & LEWIS

s/Karen Carden Walsh
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EMERGENCY MOTION TO PAY PRE-PETITION WAGES

BOD Enterprises, LLC (“BOD”), the above-captioned Debtor-in-possession, moves this Court for emergency authorization to pay the pre-petition wages of its employees. In support of this Motion, BOD shows the Court as follows:

Background Information

1. BOD filed its voluntary petition for relief under Chapter 11 of Title 11 of the United States Code on September 6, 2017; and since such date has continued in possession of its property and operation of its business as Debtor-in-possession.

2. BOD’s normal payroll is on each Monday of the month. The next payroll is September 11, 2017 for the time period of September 4, 2017 through September 10, 2017. A portion of this payroll was incurred prior to the commencement of this case. The approximate amount of the entire gross payroll is only \$750.00.

3. BOD desires to pay the pre- and post-petition payroll; otherwise, it will lose essential employees. Due to the nature of their employment, it would be a hardship on these employees and their dependents if they are not paid on time. If the employees are not paid they will quit. They will not continue to work and wait for their priority claim for wages to be paid through a plan of reorganization. Both BOD and the employees will suffer because BOD will

lose valuable employees and the employees will have to wait several months for their pay. All amounts owed in this payroll to any one employee is less than the allowed priority claim set forth in 11 U.S.C. Section 507(a)(3).

Request for Emergency Hearing

Payroll for BOD's employees is due Monday, September 11, 2017. Without a hearing near this date, BOD will lose its employees.

WHEREFORE, BOD Enterprises, LLC, the Debtor-in-possession, requests that this Court enter an order allowing the payment of prepetition wages to its employees and such other and further relief as may be proper and just.

Respectfully submitted this 6th day of September, 2017.

RIGGS, ABNEY, NEAL, TURPEN,
ORBISON & LEWIS

s/Karen Carden Walsh
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Attorneys for BOD Enterprises, LLC

IN THE UNITED STATES BANKRUPTCY COURT
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APPLICATION FOR EXPEDITED HEARING

BOD Enterprises, LLC (“BOD”) applies to this Court for an expedited hearing on its Motion for Entry of Interim Cash Collateral Order and Expedited Hearing, Emergency Motion to Pay Pre-Petition Wages and Emergency Motion to Pay Pre-Petition Utilities (the “Motions”). In support, BOD shows the Court as follows:

1. BOD filed a Voluntary Petition for Relief under Chapter 11 of the United States Bankruptcy Code on September 6, 2017, at which time an Order for Relief was entered by the Court.

2. BOD manages its financial affairs under the authority of Title 11 of Chapter 11 of the United States Code.

3. BOD operates BOD operates two (2) car washes and a boat storage facility, as follows: the Caribbean Car Wash at 280 West Rogers, Skiatook, OK and the Bulldog Car Wash and Boat Storage at 1296 West Rogers Boulevard, Skiatook, OK (the “Property”).

4. BOD has an urgent need to obtain an order authorizing the interim use of cash collateral and an order authorizing the payment of pre-petition wages and utilities as more fully set forth in the Motions.

5. BOD requests this Court to set an expedited hearing to consider the Motions.

6. BOD also requests that this Court direct BOD to provide proper notice by e-mail

or facsimile to the 20 largest unsecured creditors, and all other appropriate parties, as part of its Order setting the expedited hearing.

WHEREFORE, BOD Enterprises, LLC requests that this Court set an expedited hearing as more fully forth above.

Respectfully submitted September 6, 2017.

RIGGS, ABNEY, NEAL, TURPEN,
ORBISON & LEWIS

S/Karen Carden Walsh
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Attorneys for BOD Enterprises, LLC

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ORDER SETTING EXPEDITED HEARING AND DIRECTING NOTICE

NOW, on this ___ day of September, 2017, this matter came on for consideration before the undersigned Judge of the United States Bankruptcy Court, upon the Application filed by BOD Enterprises, LLC (“BOD”) regarding its Motion for Entry of Interim Cash Collateral Order and Expedited Hearing Emergency Motion to Pay Pre-Petition Wages and Emergency Motion to Pay Pre-Petition Utilities (the “Motions”).

The Court finds that good cause exists to set an expedited hearing on this matter.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Motions shall be set for hearing on the ___ day of September, 2017, at _____ m. The hearing will be held at the United States Bankruptcy Court, 224 S. Boulder, Courtroom No. 1, Tulsa, Oklahoma.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that BOD shall be prepared to present evidence it deems necessary for the Court to consider the Motions on an expedited bases.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that BOD shall give immediate notice of the hearing, in a manner calculated to provide actual notice to the parties designated to receive notice, to all creditors with an interest in the cash collateral, the 20 largest unsecured creditors, and the United States Trustee.

Submitted by:

RIGGS, ABNEY, NEAL, TURPEN,
ORBISON & LEWIS

S/Karen Carden Walsh

Karen Carden Walsh, OBA #14690

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