

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

In re:

RESTAURANTS ACQUISITION I, LLC,¹

Debtor.

Chapter 11

Case No. 15-12406 (KG)

**DEBTOR’S MOTION FOR ENTRY OF INTERIM AND FINAL ORDERS
(A) AUTHORIZING POSTPETITION USE OF CASH COLLATERAL, (B) GRANTING
ADEQUATE PROTECTION TO THE SECURED LENDER, (C) MODIFYING THE
AUTOMATIC STAY, (D) SCHEDULING A FINAL HEARING, AND (E) GRANTING
RELATED RELIEF**

The above-captioned debtor and debtor in possession (the “Debtor”) in the above-captioned chapter 11 case (the “Case”), hereby moves the Court (the “Motion”) for entry of an interim order on an expedited basis (the “Interim Order”), substantially in the form attached hereto as **Exhibit A**, and following a final hearing to be set by the Court (the “Final Hearing”), entry of a final order (the “Final Order”), pursuant to sections 105, 361, 362, 363, and 507 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the “Bankruptcy Code”), Rule 4001 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Rule 4001-2 of the Local Rules of the United States Bankruptcy Court for the District of Delaware (the “Local Rules”), authorizing the use of cash collateral, granting adequate protection to the Secured Lender (as defined below) as set forth therein, modifying the automatic stay as set forth therein, and granting related relief. ***The Debtor understands that the Secured Lender will consent to entry of the Interim Order.***

In support of the Motion, the Debtor relies on the *Declaration of W. Craig Barber in Support of Chapter 11 Petition and First Day Pleadings of Restaurants Acquisition I* (the

¹ The Debtor’s mailing address is 313 East Main Street, Suite 2, Hendersonville, TN and the last four digits of its tax identification number are 8761.

“Barber Declaration”). In further support of the Motion, the Debtor respectfully represents as follows:

I. JURISDICTION

1. The United States Bankruptcy Court for the District of Delaware (the “Court”) has jurisdiction over this Case and the Motion pursuant to 28 U.S.C. §§ 157 and 1334, and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated February 29, 2012. This is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2). Venue of this Case and the Motion in this district is proper under 28 U.S.C. §§ 1408 and 1409.

2. Pursuant to Local Rule 9013-1(f), the Debtor consents to the entry of a final judgment or order with respect to the Motion if it is determined that the Court, absent consent of the parties, cannot enter final orders or judgments consistent with Article III of the United States Constitution.

3. The statutory and legal predicates for the relief requested herein are sections 105, 361, 362, 363, and 507 of the Bankruptcy Code, Bankruptcy Rule 4001, and Local Rule 4001-2.

II. RELIEF REQUESTED

4. By this Motion, the Debtor requests that the Court schedule the Final Hearing and enter interim and final orders authorizing use of cash collateral as defined in section 363(a) of the Bankruptcy Code (“Cash Collateral”), provision of adequate protection for the Secured Lender (as defined below), and modifications of the automatic stay.

5. As more fully set forth in the Barber Declaration, the Debtor has an urgent and immediate need for the use of Cash Collateral. Further, as of the date hereof, the Debtor has not obtained postpetition financing. Hence, without the use of Cash Collateral, the Debtor will not

be able to continue operations, pay critical obligations, or effectuate a reorganization process that will maximize value for creditors.

6. The Debtor is informed that the Secured Lender will consent to entry of the Interim Order based on the forms of adequate protection set forth therein. As such, the use of Cash Collateral will be consensual and is authorized pursuant to section 363(c)(2)(A) of the Bankruptcy Code.

III. BACKGROUND

A. General Background

7. On December 2, 2015 (the "Petition Date"), the Debtor commenced a voluntary case under chapter 11 of the Bankruptcy Code.

8. The Debtor is authorized to continue to operate its business and manage its property as a debtor in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No trustee, examiner, or statutory committee has been appointed in the Case.

9. The Debtor operates a chain of full-service restaurants throughout Texas, largely located in the Dallas-Fort Worth and Houston metropolitan area, operating under the trade-names Black-eyed Pea and Dixie House. As of January 1, 2015, the Debtor thirty (30) restaurant locations (generally, the "Prepetition Stores").

10. Since late 2013, the Debtor has experienced a decline in its cash flow performance. At the same time, the Debtor's occupancy costs outpaced its revenues over the same period, further eroding the Debtor's profitability. Under these circumstances, and despite the Debtor's best efforts, the Debtor began to fall behind on its obligations to creditors. The Debtor's liquidity crisis also caused it to fall behind on its payments to various taxing authorities, including the federal government.

11. In December 2013 and again in April 2015, the Debtor engaged investment bankers to address a recapitalization or sale of the Debtor. The Debtor received no offers as a result of this process. Due to its lack of liquidity and its inability to attract new capital, the Debtor has not been able to maintain all of the Prepetition Stores. As of the Petition Date, the Debtor has ceased operations at and/or closed fifteen (15) of its Prepetition Stores; it continues to operate fourteen (14) Black-eyed Pea restaurants and one (1) Dixie House restaurant.

12. Additional details regarding the Debtor's business, assets, capital structure, and the circumstances leading to the filing of this Case are set forth in the Barber Declaration, which is incorporated herein by reference as though set forth in full.

B. The CNL Prepetition Secured Indebtedness

13. The Debtor is a party to that certain Secured Credit Agreement dated as of December 28, 2008 (as amended, supplemented, or modified prior to the date hereof, including without limitation that certain First Amendment dated as of December 22, 2010, the "Prepetition CNL Credit Agreement," and together with the Loan Documents and the Security Documents, each as defined in the Prepetition CNL Credit Agreement, the "Prepetition CNL Credit Documents"), by and between the Debtor, as Borrower, and CNL Financial Group, Inc. (the "Secured Lender"), as lender, in the maximum principal amount of \$2,343,850.00.

14. As of the Petition Date, the outstanding principal and interest amount owing by the Debtor to the Secured Lender under and in connection with the Prepetition CNL Credit Documents was \$3,128,323.15.

15. As of the Petition Date, the obligations owing by the Debtor to the Secured Lender under and in connection with the Prepetition CNL Credit Documents were secured by a valid, perfected and enforceable first priority security interest and lien granted by the Debtor to the Secured Lender upon the Collateral (as defined in the Prepetition Credit Documents).

IV. SUMMARY OF PROPOSED ORDERS

16. In accordance with Bankruptcy Rules 4001(b) and (d) and Local Rule 4001-2(a)(ii), below is a summary² of the terms of the proposed use of Cash Collateral:

- a. Amount of Cash Collateral to Be Used. (Interim Order ¶ 3(a)). The Debtor seeks authority to use Cash Collateral in an amount consistent with the expenditures described in a 13-week cash collateral budget, the initial form of which is attached to the proposed Interim Order as Exhibit 1 (the “Budget”).
- b. Parties with an Interest in Cash Collateral. The principal party with an interest in the Cash Collateral is the Secured Lender.
- c. Use of Cash Collateral. (Interim Order ¶ 3(a)). The Debtor seeks authority to use Cash Collateral, wherever such Cash Collateral may be located, in accordance with the terms of the Interim Order for, among other things, (i) working capital requirements, (ii) general corporate purposes, and (iii) the costs and expenses of administering the Case, including, without limitation, making adequate protection payments (commencing after entry of a final order), paying allowed fees and expenses incurred by the professionals retained under sections 327, 328, 363, and/or 1102 of the Bankruptcy Code by the Debtor and by any statutory committees appointed in its Case pursuant to section 1102 of the Bankruptcy Code (each, a “Committee”), and making payments under the Carve-Out, in each case, pursuant to and solely in accordance with the Budget.
- d. Termination Date. (Interim Order ¶ 5). The ability to use Cash Collateral pursuant to the Interim Order shall end on the earliest to occur of: (i) the first business day that is forty-five (45) days after the Petition Date (unless such period is extended by the Secured Lender) if the Final Order in form and substance acceptable to Secured Lender has not been entered on or before such date, (ii) the termination or modification of the Interim Order or the failure of the Interim Order to be in full force and effect, (iii) the entry of an order terminating the right to use Cash Collateral, (iv) the first business day that is at least ninety (90) days after the Petition Date (or such later date agreed to in writing by the Secured Lender), (v) the dismissal or conversion of any of the Case, (vi) the appointment of a trustee or an examiner with expanded powers, and (vii) the expiration of the five (5) business day Cure Period following the delivery of a Default Notice by the Secured Lender.
- e. Adequate Protection. (Interim Order ¶¶ 7-9). Subject to the Carve-Out and the terms of the Interim Order, and solely to the extent of any diminution in the value

² The summary of the Interim Order and the terms and conditions for the use of Cash Collateral set forth in this Motion is intended solely for informational purposes to provide the Court and parties in interest with an overview of the significant terms thereof. The summary is qualified in its entirety by the Interim Order. In the event there is any conflict between this Motion and the Interim Order, the Interim Order will control in all respects.

of its interests in the Prepetition Collateral (including the Cash Collateral) resulting from the use of Cash Collateral, the use, sale, or lease of the Prepetition Collateral, and the imposition of the automatic stay, the Debtor grants to the Secured Lender, an additional and replacement valid, binding, enforceable, non-avoidable, and automatically perfected postpetition security interest and lien (the “Adequate Protection Liens”) on the Prepetition Collateral. Subject to the Carve-Out, the Adequate Protection Lien shall be (i) a first priority perfected lien on all of the Prepetition Collateral which the Secured Lender had a valid and perfected first priority lien on as of the Petition Date, even if such collateral is subject to a validly perfected lien that is junior to the lien of the Secured Lender and (ii) a junior priority perfected lien on any Prepetition Collateral that is subject to a validly perfected lien with priority over the Secured Lender’s liens as of the Petition Date. In addition to the Adequate Protection Lien, the proposed adequate protection includes superpriority claims for and certain payments to the Secured Lender, all as more fully set forth in paragraphs 9 and 10 of the proposed Interim Order and projected in the Budget.

- f. Automatic Perfection. (Interim Order ¶ 7(a)). The Adequate Protection Lien shall be an automatically perfected postpetition security interest and lien without the necessity of the execution by the Debtor (or recordation or other filing) of security agreements, control agreements, pledge agreements, financing statements or other similar documents.
- g. Carve Out. (Interim Order ¶ 7(c)). The Adequate Protection Lien and Superpriority Claim shall be subordinate to a carve out (the “Carve-Out”) which shall be comprised of the categories set forth in paragraph 7(c) of the Interim Order, which include fees and expenses payable to the Court and the US Trustee, and certain pre- and post-termination professional fees, in each case on the specific terms and conditions more fully set forth in paragraph 7(c).
- h. Events of Default. (Interim Order ¶ 12). The Debtor’s right to use Cash Collateral may be limited if one or more of potential Events of Default occur, all as more fully set forth in paragraph 12.

V. DISCLOSURES

17. Pursuant to Bankruptcy Rule 4001(c) and Local Rule 4001-2(a)(i), a debtor in possession seeking authority to use cash collateral or to obtain financing must disclose the presence and location of certain provisions contained in the documentation evidencing the cash collateral usage or financing. The debtor in possession must also justify the inclusion of such provisions. Set forth below are the disclosures required in accordance with such rules:

- a. Local Rule 4001-2(a)(i)(A) requires a debtor to disclose whether it has granted cross-collateralization to prepetition secured creditors in connection with the debtor's cash collateral usage or additional financing. **The proposed Interim Order and Final Order will not provide for cross-collateralization protection.**
- b. Local Rule 4001-2(a)(i)(B) and Bankruptcy Rule 4001(c)(1)(B)(iii) require the disclosure of provisions or findings of fact that (i) bind the estate or other parties in interest with respect to the validity, perfection, or amount of the secured creditor's prepetition lien or (ii) involve the waiver of claims against the secured creditor without first giving parties in interest at least seventy-five (75) days from the entry of the order and a creditors' committee at least sixty (60) days from the date of its formation to investigate such matters. **The proposed Interim Order and Final Order will contain stipulations relating to the validity, perfection, enforceability, and amount of the Prepetition Liens and claims. However, all such stipulations are expressly subject to challenge by parties in interest within the time frames provided by the Local Rule. See ¶¶ E & 4.**
- c. Local Rule 4001-2(a)(i)(C) and Bankruptcy Rule 4001(c)(1)(B)(x) require the disclosure of provisions that seek to waive a debtor's rights without notice under section 506(c) of the Bankruptcy Code. **The proposed Interim Order will provide for a waiver of rights under section 506(c) of the Bankruptcy Code, subject to entry of the Final Order. See ¶ 19. Hence, adequate notice will be provided before any surcharge waiver goes into effect.**
- d. Local Rule 4001-2(a)(i)(D) and Bankruptcy Rule 4001(c)(1)(B)(xi) require disclosure of provisions that immediately grant to the prepetition secured creditor liens on the debtor's claims and causes of action arising under sections 544, 545, 547, 548 and 549 of the Bankruptcy Code. **The proposed Interim Order does not contain any provisions that grant liens on claims and causes of action arising under sections 544, 545, 547, 548 and 549 of the Bankruptcy Code.**
- e. Local Rule 4001-2(a)(i)(E) requires disclosure of provisions that deem prepetition secured debt be postpetition debt or use postpetition loans from a prepetition secured creditor to pay part or all of that secured creditor's prepetition debt (other than as provided in section 552(b) of the Bankruptcy Code). **The proposed Interim Order and Final Order will not contain provisions that deem prepetition secured debt to be postpetition debt or use postpetition loans from a prepetition secured creditor to pay part or all of that secured creditor's prepetition debt (other than as provided in section 552(b) of the Bankruptcy Code).**
- f. Local Rule 4001-2(a)(i)(F) requires disclosure of provisions that provide disparate treatment for the professionals retained by a creditors' committee from those professionals retained by the debtor with respect to a professional fee carve-out. **The proposed Interim Order and Final Order will provide for disparate treatment for the professionals retained by a Committee only in that the**

Carve-Out regarding Committee professionals will be subject to a monthly budget amount. See ¶ 7(c).

- g. Local Rule 4001-2(a)(i)(G) requires disclosure of provisions that provide for the priming of any secured lien without the consent of that lienholder. **The proposed Interim Order and Final Order will not provide for the priming of any secured lien without the consent of that lienholder.**
- h. Local Rule 4001-2(a)(i)(H) requires disclosure of provisions that seek to affect the Court's power to consider equities of the case under section 552(b)(1) of the Bankruptcy Code. **The proposed Interim Order will provide for a waiver of the "equities of the case" exception, subject to entry of the Final Order. See ¶ 20. Hence, adequate notice will be provided before this waiver goes into effect.**
- i. Bankruptcy Rule 4001(c)(1)(B)(ii) requires disclosure of the provision of adequate protection or priority for claims arising prior to the commencement of the case. **The proposed Interim Order and Final Order will describe the specific forms of adequate protection provided to the Secured Lender. See ¶¶ 7-9.**
- j. Bankruptcy Rule 4001(c)(1)(B)(iv) requires disclosure of provisions that constitute a waiver or modification of the automatic stay. **The proposed Interim Order and Final Order will describe the modification of the automatic stay to the extent necessary to implement those orders. See ¶ 10.**
- k. Bankruptcy Rule 4001(c)(1)(B)(vii) requires disclosure of provisions that waive or modify the applicability of nonbankruptcy law relating to the perfection of a lien on property of the estate. **The proposed Interim Order and Final Order will include provisions that provide for the automatic perfection and validity of the Adequate Protection Liens without the necessity of any further filing or recording under the laws of any jurisdiction. See ¶ 7(a).**

VI. BASIS FOR RELIEF

18. Without immediate access to Cash Collateral, the repercussions to the Debtor's business will be catastrophic and likely irreparable, ending its ability to function as an entity seeking to maximize value for all stakeholders. The Debtor needs access to Cash Collateral to fund, among other things, payroll for current employees, operating expenses, and to otherwise fulfill its obligations and pay debts in the ordinary course of business.

19. As detailed more fully below, if the Motion is not approved, the Debtor's only alternative would be a rapid and disorderly liquidation or conversion to chapter 7, as the Debtor would be unable to sustain operations or maximize the value of its assets during the pendency of the Case. In this regard, the relief sought in this Motion should be granted.

A. The Debtor Has an Immediate Need to Use Cash Collateral

20. Bankruptcy Rule 4001(b) permits the Court to approve a debtor's request for use of cash collateral during the 14-day period following the filing of a motion requesting authorization to use cash collateral "only . . . as is necessary to avoid immediate and irreparable harm to the estate pending a final hearing." Bankruptcy Rule 4001(b)(2). In examining requests for interim relief under this rule, courts apply the same business judgment standard applicable to other business decisions. *See, e.g., In re Simasko Production Co.*, 47 B.R. 444, 449 (D. Colo. 1985); *In re Ames Dep't Stores Inc.*, 115 B.R. 34, 38 (Bankr. S.D.N.Y. 1990). *See also In re Am. Safety Razor Co., LLC*, No. 10-12351 (MFW), 2010 Bankr. LEXIS 5994, at *37-38, 24 (Bankr. D. Del. July 30, 2010) (approving interim use of cash collateral pursuant to Bankruptcy Rule 4001(b)(2) upon a finding that the proposed use "reflect[s] the Debtors' exercise of prudent business judgment"); *In re Centaur, LLC*, No. 10-10799 (KJC), 2010 Bankr. LEXIS 5795, at *22, 25 (Bankr. D. Del. March 11, 2010) (same); *In re Penn Traffic Co.*, No. 09-14078 (PJW), 2009 Bankr. LEXIS 5422, at *16-18 (Bankr. D. Del. Nov. 19, 2009) (same).

21. After the 14-day period, the request for use of cash collateral is not limited to those amounts necessary to prevent harm to the debtor's business.

22. As previously noted, in order to address working capital needs and fund other costs and expenses associated with its efforts to maximize value, the Debtor requires access to Cash Collateral. The use of Cash Collateral will provide the Debtor with the necessary capital

with which to operate during chapter 11, including funding the Debtor's obligations to its employees, and to successfully exit chapter 11.

23. Cash is necessary for working capital and capital expenditures, and for operating costs and expenses incurred during this Case. As of the date hereof, the Debtor does not have any available sources of working capital or financing to carry on of its business without the use of Cash Collateral. The Debtor's ability to maximize the value of its estate is dependent on its ability to continue to proceed in an orderly fashion post-bankruptcy, and the Debtor cannot proceed in that fashion unless it can fund payments for postpetition goods, services, and other operating expenses. Use of the Cash Collateral thus is essential to the Debtor's continued viability and the value of its assets; indeed, if interim relief is not obtained, the Debtor's assets will be immediately and irreparably jeopardized, to the detriment of its estate, creditors, and other parties in interest.

24. Further, the alternative in the Case is "to force the debtor to close down its operations and thus doom any effort at reorganization which will hopefully extract the maximum value of the assets involved to the benefit of *all* classes of creditors and other constituencies involved in this case." *In re Dynaco Corp.*, 162 B.R. 389, 396 (Bankr. D.N.H. 1993). Because this result would be at fundamental odds to the rehabilitative purposes of chapter 11, the relief requested by the Motion is warranted. *Id.* at 394 (noting that "it is apparent that the Congress intended business under reorganization to proceed in as normal a fashion as possible" (quoting *In re Prime, Inc.*, 15 B.R. 216, 219 (Bankr. W.D. Mo. 1981))).

25. Simply put, the Debtor submits that, for the reasons set forth herein, immediate use of Cash Collateral in accordance with the Budget upon entry of the Interim Order is necessary to avert immediate and irreparable harm.

B. Section 363 of the Bankruptcy Code Authorizes the Use of Cash Collateral

26. Section 363(c)(2) of the Bankruptcy Code provides that a debtor in possession may not use cash collateral unless (i) each entity that has an interest in such cash collateral provides its consent, or (ii) the Court approves the use of cash collateral after notice and a hearing. *See* 11 U.S.C. § 363(c)(2). Section 363(e) of the Bankruptcy Code provides that, “on request of an entity that has an interest in property used . . . or proposed to be used . . . by the [debtor in possession], the court . . . shall prohibit or condition such use . . . as is necessary to provide adequate protection of such interest.” 11 U.S.C. § 363(e).

27. Here, *the Debtor understands that the Secured Lender will consent to entry of the Interim Order*, thereby allowing the use of Cash Collateral pursuant to section 363(c)(2)(A) of the Bankruptcy Code.

28. Furthermore, the Debtor has proposed appropriate forms of adequate protection. Section 361 of the Bankruptcy Code authorizes a debtor to provide adequate protection by granting replacement liens, making periodic cash payments, or granting such other relief “as will result in the realization by such entity of the indubitable equivalent of such entity’s interest in such property.” *See* 11 U.S.C. § 361. Although section 361 of the Bankruptcy Code provides examples of forms of adequate protection, such as granting replacement liens and administrative claims, courts decide what constitutes sufficient adequate protection on a case-by-case basis. *E.g., Resolution Trust Corp. v. Swedeland Dev. Grp. (In re Swedeland Dev. Grp., Inc.)*, 16 F.3d 552, 564 (3d Cir. 1994); *In re Satcon Tech. Corp.*, No. 12-12869, 2012 WL 6091160, at *6 (Bankr. D. Del. Dec. 7, 2012); *In re N.J. Affordable Homes Corp.*, No. 05-60442, 2006 WL 2128624, at *14 (Bankr. D.N.J. June 29, 2006); *In re Columbia Gas Sys., Inc.*, Nos. 91-803, 91-804, 1992 WL 79323, at *2 (Bankr. D. Del. Feb. 18, 1992); *see also In re Dynaco Corp.*, 162 B.R. at 394 (citing 2 COLLIER ON BANKRUPTCY ¶ 361.01[1] at 361–66 (15th ed. 1993) for

proposition that adequate protection can take many forms and “must be determined based upon equitable considerations arising from the particular facts of each proceeding”).

29. The Debtor believes that the proposed adequate protection components described above are fair and reasonable. Indeed, the terms and conditions on which the Debtor may use Cash Collateral have been carefully designed to meet the dual goals of sections 361 and 363 of the Bankruptcy Code. If the Interim Order is entered, the Debtor will have working capital to continue to operate its business during chapter 11, and thereby provide an opportunity to maximize value for the benefit of all stakeholders. At the same time, the Secured Lender will be adequately protected in a manner that it has negotiated in exchange for consenting to the use of Cash Collateral. Given the significant value that the Debtor stands to lose in the event it is denied access to continued use of Cash Collateral, such protections are wholly appropriate and justified under the circumstances.

VII. INTERIM ORDER AND FINAL HEARING

30. Pursuant to Bankruptcy Rules 4001(b)(2) and 4001(c)(2), the Debtor requests that the Court set a date for the initial hearing that is as soon as practicable, and fix the time and date prior to the Final Hearing for parties to object to the Motion being granted on a final basis.

31. The urgent need to preserve the Debtor’s business, and avoid immediate and irreparable harm to its estate, makes it imperative that the Debtor be authorized to use the Cash Collateral as of the Petition Date, pending the Final Hearing, in order to operate and administer the Case. Without the ability to use Cash Collateral, the Debtor will be unable to meet its postpetition obligations and will be unable to fund its working capital needs, thus causing irreparable harm to the value of its assets and ending the Debtor’s reorganization efforts. Accordingly, the Debtor respectfully requests that, pending the hearing on a Final Order, the Interim Order be approved in all respects and that the terms and provisions of the Interim Order

be implemented and be deemed binding and that, after the Final Hearing, the Final Order be approved in all respects and the terms and provisions of the Final Order be implemented and be deemed binding.

VIII. NOTICE

32. The Debtor will provide notice of this Motion to (collectively, the “Notice Parties”): (i) the Office of the United States Trustee for the District of Delaware; (ii) holders of the twenty (20) largest unsecured claims against the Debtor; (iii) the Secured Lender; (iv) Grove Family Investments, L.P., (v) American Express Bank, FSB; (vi) the cash management banks with which the Debtor maintains bank accounts; (vii) all parties who are known, after reasonable inquiry, to have asserted a lien, encumbrance, or claim in the Prepetition Collateral; (viii) the United States Attorney’s Office for the District of Delaware; (ix) the Internal Revenue Service; and (x) all parties who have filed a notice of appearance and request for service of papers pursuant to Bankruptcy Rule 2002. In light of the nature of the relief requested herein, the Debtor submits that no other or further notice is required.

IX. NOTICE REGARDING THE FINAL HEARING

33. No trustee, examiner, or statutory committee has been appointed in this Case. Pursuant to Bankruptcy Rule 4001, the Debtor respectfully requests that it be authorized to provide notice of the Final Hearing by serving, or causing to be served, by first class mail or other appropriate method of service, a copy of the Interim Order on the Notice Parties. The Debtor respectfully requests that such notice is sufficient and request that this Court find that no further notice of the Final Hearing and Final Order is required.

X. CONCLUSION

WHEREFORE, for the reasons set forth herein and in the Barber Declaration, the Debtor respectfully requests entry of the Interim Order, and following the Final Hearing, entry of the Final Order, granting the relief requested herein and such other and further relief as the Court may deem just and appropriate.

Respectfully submitted,

Dated: December 3, 2015

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Proposed Counsel to Debtor and Debtor-in-Possession Restaurants Acquisition I, LLC

EXHIBIT A

Proposed Order

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

In re:

RESTAURANTS ACQUISITION I, LLC,¹

Debtor.

Chapter 11

Case No. 15-12406 (KG)

Re: Related to Docket No. ____

INTERIM ORDER (A) AUTHORIZING POSTPETITION USE OF CASH COLLATERAL, (B) GRANTING ADEQUATE PROTECTION TO THE SECURED LENDER, (C) MODIFYING THE AUTOMATIC STAY, (D) SCHEDULING A FINAL HEARING, AND (E) GRANTING RELATED RELIEF

Upon the motion (the “Motion”)² of the above-captioned debtor and debtor in possession, (the “Debtor”) for entry of this interim order (this “Interim Order”): (a) authorizing the Debtor to use the Cash Collateral as defined herein; (b) providing adequate protection with respect to the diminution in value, if any, of the interests of the Secured Lender (as defined below) as may result from the use of the Cash Collateral to the extent set forth herein; (c) modifying the automatic stay to the extent set forth herein; (d) scheduling, pursuant to Bankruptcy Rule 4001, a final hearing (the “Final Hearing”) granting the relief sought in the Motion on a final basis pursuant to the final order (the “Final Order”); and (e) granting related relief; and an initial hearing on the Motion having been held by this Court on December 4, 2015 (the “Interim Hearing”), and the Court having considered the Motion, the *Declaration of W. Craig Barber in Support of Chapter 11 Petition and First Day Pleadings of Restaurants Acquisition I, LLC*, and the evidence submitted or adduced and the arguments of counsel made at the Interim Hearing; and notice of the Motion and the Interim Hearing having been given in accordance with Bankruptcy Rules 2002, 4001(b), (c), and (d), and 9014; and the Interim Hearing to consider the interim relief requested in the Motion having been

¹ The Debtor’s mailing address is 313 East Main Street, Suite 2, Hendersonville, TN and the last four digits of its tax identification number are 8761.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion.

held and concluded; and all objections, if any, to the relief requested in the Motion on an interim basis having been withdrawn, resolved, or overruled by the Court; and it appearing to the Court that granting the relief requested is necessary to avoid immediate and irreparable harm to the Debtor and its estate pending the Final Hearing, and otherwise is fair and reasonable, in the best interests of the Debtor, its estate, creditors, and equity holders, and essential for the maximization of the assets of the Debtor's business; and after due deliberation and consideration, and for good and sufficient cause appearing therefor;

THE COURT HEREBY MAKES THE FOLLOWING FINDINGS OF FACT AND CONCLUSIONS OF LAW³:

A. Petition Date. On December 2, 2015 (the "Petition Date"), the Debtor filed a voluntary petition with this Court for relief under chapter 11 of the Bankruptcy Code. The chapter 11 case filed by the Debtor is hereafter referred to as the "Case".

B. Debtor in Possession. The Debtor continues to operate its business and manage its properties as a debtor in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed in the Case.

C. Jurisdiction and Venue. This Court has jurisdiction over these proceedings, and the persons and properties affected hereby, pursuant to 28 U.S.C. §§ 157 and 1334. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409. The Motion is a core proceeding pursuant to 28 U.S.C. § 157(b).

D. As of the date hereof, the United States Trustee for the District of Delaware has not yet appointed an official committee of unsecured creditors in the Case pursuant to section 1102 of the Bankruptcy Code (a "Creditors' Committee").

³ Findings of fact shall be construed as conclusions of law, and conclusions of law shall be construed as findings of fact pursuant to Fed. R. Bankr. P. 7052.

E. Debtor's Representations. Without prejudice to the rights of any other party, but in each case subject to the limitations contained in Paragraph 4 below, the Debtor represents, admits, stipulates, and agrees (collectively, the "Debtor's Stipulations") as follows:

(i). Cash Collateral. Any and all of the Debtor's cash and other amounts on deposit or maintained in any account or accounts by the Debtor generated by the collection of accounts receivable or other disposition of the Prepetition Collateral (as defined herein) existing as of the Petition Date, and the proceeds of any of the foregoing is the Secured Lender's (as defined herein) cash collateral within the meaning of section 363(a) of the Bankruptcy Code (the "Cash Collateral").

(ii). Prepetition CNL Financing Documents. The Debtor is a party to that certain Secured Credit Agreement dated as of December 28, 2008 (as amended, supplemented, or modified prior to the date hereof, including without limitation that certain First Amendment dated as of December 22, 2010, the "Prepetition CNL Credit Agreement," and together with the Loan Documents and the Security Documents, each as defined in the Prepetition Credit Agreement, the "Prepetition CNL Credit Documents"), by and between the Debtor, as Borrower, and CNL Financial Group, Inc. (the "Secured Lender"), as lender, in the maximum principal amount of \$2,343,850.00.

(iii). Prepetition Obligations Amount. As of the Petition Date, the outstanding principal amount of the obligations owing by the Debtor to the Secured Lender under and in connection with the Prepetition CNL Credit Documents was 2,343,850.00, together with all accrued and accruing interest, charges, fees, costs and expenses (including attorneys' fees and legal expenses) with respect to the Prepetition CNL Credit Documents (collectively, the "Secured Obligations"), which, as of the Petition Date was \$3,128,323.18. The Secured Obligations constitute allowed, legal,

valid, binding, enforceable and non-avoidable obligations of the Debtor and are not subject to any offset, defense, counterclaim, avoidance, recharacterization or subordination pursuant to the Bankruptcy Code or any other applicable law, and the Debtor does not possess and shall not assert any claim, counterclaim, setoff or defense of any kind, nature or description which would in any way affect the validity, enforceability and nonavoidability of any of the Secured Obligations.

(iv). Prepetition Liens and Collateral. As of the Petition Date, the Secured Obligations were secured by a valid, perfected, and enforceable and non-avoidable first priority security interest and lien (the "Prepetition Lien") granted by the Debtor to the Secured Lender upon the Collateral (as defined in the Prepetition Credit Documents, hereafter the "Prepetition Collateral"). The Prepetition Lien in and against the Prepetition Collateral (i) is a valid, binding, perfected, and enforceable lien and security interest on the Prepetition Collateral, (ii) is not subject, pursuant to the Bankruptcy Code or other applicable law, to avoidance, recharacterization, recovery, subordination, attack, offset, counterclaim, defense, or "claim" (as defined in the Bankruptcy Code) of any kind, other than as set forth in the Grove Family Investments, L.P. Loan Agreement dated as of December 28, 2010 by and among, *inter alia*, the Debtor, as borrower, CNL as guarantor, and Grove Family Investments, L.P., as lender, and any and all loan documents related thereto (hereinafter, the "Grove Loan Documents"), (iii) is subject and/or subordinate only to (x) the Carve-Out (as defined herein) and (y) any validly perfected and unavoidable liens that exist on the Petition Date and are senior to the Prepetition Lien under applicable non-bankruptcy law, but only to the extent such liens are permitted by the Prepetition CNL Credit Documents to be senior to the applicable Prepetition Lien, and (iv) constitute the legal, valid, unavoidable and binding obligation of the Debtor, enforceable in accordance with the terms of the Prepetition CNL Credit Documents.

(v). Adequate Protection for the Secured Lender. As a result of the Debtor's authorization to use the Cash Collateral, the use, sale or lease of the Prepetition Collateral, and the imposition of the automatic stay, the Secured Lender is entitled to receive adequate protection pursuant to sections 361, 362, and 363 of the Bankruptcy Code for and solely to the extent of any diminution in the value, from and after the Petition Date, of its interests in the Prepetition Collateral (including the Cash Collateral) resulting from the automatic stay and/or from the Debtor's use, sale or lease of the Prepetition Collateral (including the Cash Collateral), or otherwise during the Case. As adequate protection, the Secured Lender will receive the adequate protection described in this Interim Order (including the adequate protection set forth in Paragraphs 8-10 hereof). In light of such adequate protection, the Secured Lender has consented to the Debtor's use of the Cash Collateral, solely on the terms and conditions set forth in this Interim Order. The adequate protection provided herein and other benefits and privileges contained herein are consistent with and authorized by the Bankruptcy Code and are necessary to obtain such consent.

(vi). No Claims. The Debtor, on behalf of itself and its estate and all of its past, present and future predecessors, successors, heirs, subsidiaries and assigns (collectively, the "Releasers"), agree that as of the Petition Date it holds no valid or enforceable "claims" (as defined in the Bankruptcy Code), counterclaims, causes of action, defenses, or setoff rights of any kind against the Secured Lender and/or its officers, directors, equity holders, members, shareholders, subsidiaries, or affiliates arising out of, relating to, or in connection with, *inter alia*, the Prepetition CNL Credit Documents, the Secured Obligations, the Prepetition Collateral, the lending relationship with the Debtor under the Prepetition CNL Credit Documents, any action or inaction of the Secured Lender prior to the Petition Date under the Prepetition CNL Credit Documents or in

connection with the filing of the Case. The Releasors hereby forever waive and release any and all “claims” (as defined in the Bankruptcy Code), counterclaims, causes of action, defenses, or setoff rights against either the Secured Lender and its officers, directors, equityholders, members, partners, subsidiaries, affiliates, funds, managers, managing members, employees, advisors, principals, attorneys, professionals, accountants, investment bankers, consultant, agents, and other representatives (including the respective officers, directors, equityholders, members, partners, subsidiaries, affiliates, funds, managers, managing members, employees, advisors, principals, attorneys, professionals, accountants, investment bankers, consultant, agents, and other representatives of each of the foregoing) that may exist as of the Petition Date, whether arising at law or in equity, including any recharacterization, subordination, lender liability type claims, avoidance, or other claim arising under or pursuant to section 105 or chapter 5 of the Bankruptcy Code or under any other similar provisions of applicable state or federal law, arising out of, relating to, or in connection with, *inter alia*, the Prepetition CNL Credit Documents, the Secured Obligations, the Prepetition Collateral, the lending relationship with the Debtor under the Prepetition CNL Credit Documents, any action or inaction of the Secured Lender prior to the Petition Date in connection with the lending relationship under the Prepetition CNL Credit Documents, or in connection with the filing of the Case.

(vii). Section 552(b); Section 506(c). The Secured Lender is entitled to a waiver of (a) any “equities of the case” exception under section 552(b) of the Bankruptcy Code and (b) the provisions of section 506(c) of the Bankruptcy Code.

F. Necessity for Relief Requested; Immediate and Irreparable Harm. The Debtor requested the entry of this Interim Order pursuant to Bankruptcy Rule 4001(b)(2). The Debtor has an immediate need to use the Cash Collateral to, among other things, preserve and maximize the

value of the Debtor's assets, absent which immediate and irreparable harm will result to the Debtor, its estate, and creditors. The preservation and maintenance of the Debtor's assets and business are necessary to maximize values available for distribution to creditors. Absent the Debtor's ability to use Cash Collateral, the Debtor would not have sufficient available sources of working capital and would be unable to pay its operating expenses or maintain its assets, to the detriment of the Debtor's estate and creditors. Accordingly, the relief requested in the Motion and the terms herein are (i) critical to the Debtor's ability to maximize the value of its chapter 11 estate, (ii) in the best interests of the Debtor and its estate, and (iii) necessary, essential, and appropriate to avoid immediate and irreparable harm to the Debtor and its assets.

G. Good Cause. Good cause has been shown for entry of this Interim Order, and the entry of this Interim Order is in the best interests of the Debtor and its estate and creditors. Among other things, the relief granted herein will permit the Debtor to preserve and maintain the value of its assets. The stipulated terms of the Debtor's use of Cash Collateral and proposed adequate protection arrangements, as set forth in this Interim Order, are fair and reasonable under the circumstances, and reflect the Debtor's exercise of prudent business judgment consistent with its fiduciary duties.

H. Good Faith. The Debtor's use of Cash Collateral has been negotiated in good faith and at arms' length among the Debtor and the Secured Lender and the Secured Lender's consent to the Debtor's use of Cash Collateral shall be deemed to have been made in "good faith."

I. Notice. The Debtor has caused notice of the Motion, the relief requested therein, and the Interim Hearing to be served by facsimile, email, overnight courier, or hand delivery on the following parties (collectively, the "Notice Parties"): (i) the Office of the U.S. Trustee; (ii) the holders of the twenty (20) largest unsecured claims against the Debtor; (iii) the Secured Lender;

(iv) the United States Attorney's Office for the District of Delaware; (v) the Internal Revenue Service; (vi) the Secured Lender and its counsel; (vii) Grove Family Investments, L.P. and its counsel; (viii) American Express Bank, FSB; (ix) the cash management banks with which the Debtor maintains bank accounts; (x) all parties who are known, after reasonable inquiry, to have asserted a lien, encumbrance, or claim in the Prepetition Collateral; (xi) all parties who have filed a notice of appearance and request for service of papers pursuant to Bankruptcy Rule 2002 in the Case. Under the circumstances, the notice given by the Debtor of the Motion, the relief requested therein, and of the Interim Hearing complies with Bankruptcy Rules 2002, 4001(b), (c), and (d).

BASED UPON THE STIPULATED TERMS SET FORTH HEREIN, AND FINDINGS OF FACT AND CONCLUSIONS OF LAW, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

1. Motion Granted. The Motion is GRANTED to the extent provided herein on an interim basis. Any objection to the interim relief requested in the Motion to the extent not withdrawn or resolved is hereby overruled.

2. Authorization to Use Cash Collateral. Until the Termination Date (as defined below), the Debtor is authorized to use the Cash Collateral pursuant to the terms and conditions provided herein.

3. Budget.

(a) Except as otherwise provided herein, the Debtor may only use Cash Collateral for, among other things, (i) working capital requirements, (ii) general corporate purposes, and (iii) the costs and expenses of administering the Case (including making adequate protection payments, the payment of the allowed fees and expenses of Case Professionals (defined below), and payments under the Carve-Out as provided herein), in each case, pursuant

to and solely in accordance with the 13-week cash collateral budget attached as **Exhibit 1** hereto, which Budget has been approved by the Secured Lender (as the same may be updated in accordance with the terms of this Interim Order, the "Budget").

(b) No less frequently than every four (4) weeks commencing on January 11, 2016, the Debtor shall deliver an updated Budget for the following 13-week period, inclusive of the week in which such updated Budget is delivered (each, a "Proposed Budget") to the Secured Lender and its counsel.

(c) Commencing on December 14, 2015, and continuing every week thereafter, the Debtor shall deliver to the Secured Lender a weekly sales report.

(d) Commencing on a date to be determined prior to the Final Hearing, and continuing every four weeks thereafter, the Debtor shall deliver to the Secured Lender a report for the prior four-week fiscal period (the "4-Week Fiscal Period") comparing the actual receipts and disbursements of the Debtor during that 4-Week Fiscal Period with the receipts and disbursements in the Budget for the applicable period.

(e) During any Cure Period (as defined below), the Debtor may only use Cash Collateral to pay the following amounts and expenses solely in accordance with the respective Budget line items: (i) the Carve-Out; (ii) obligations for unpaid and accrued payroll and sale taxes; and (iii) any such other obligations subject to the prior written consent of the Secured Lender.

(f) Notwithstanding anything to the contrary set forth in this Interim Order and except as necessary for the Debtor to defend any motion to compel payment or for similar relief filed by the Secured Lender and to the extent such defense is permitted under the Grove Loan Documents, the Cash Collateral and the Carve-Out may not be used: (i) to investigate (except as

expressly provided herein), initiate, prosecute, join, or finance the initiation or prosecution of any claim, counterclaim, action, suit, arbitration, proceeding, application, motion, objection, defense, or other litigation of any type (A) against the Secured Lender or seek relief that would impair the rights and remedies of the Secured Lender under the Prepetition CNL Credit Documents or this Interim Order, including, without limitation, for the payment of any services rendered by the professionals retained by the Debtor or any Creditors' Committee in connection with the assertion of or joinder in any claim, counterclaim, action, proceeding, application, motion, objection, defense, or other contested matter, the purpose of which is to seek, or the result of which would be to obtain, any order, judgment determination, declaration, or similar relief that would impair the ability of the Secured Lender to recover on the Secured Obligations or seeking affirmative relief against the Secured Lender; (B) invalidating, setting aside, avoiding, or subordinating, in whole or in part, the Secured Obligations or Secured Lender's lien or security interest in the Prepetition Collateral; or (C) for monetary, injunctive, or other affirmative relief against the Secured Lender or its liens on or security interests in the Prepetition Collateral that would impair the ability of the Secured Lender to assert or enforce any lien, claim, right, or security interest or to realize or recover on the Secured Obligations; (ii) for objecting to or challenging in any way the legality, validity, priority, perfection, or enforceability of the claims, lien, or interests (including the Prepetition Lien) held by or on behalf of the Secured Lender; (iii) for asserting, commencing, or prosecuting any claims or causes of action whatsoever, including, without limitation, any Avoidance Actions (as defined below) against the Secured Lender; or (iv) for prosecuting an objection to, contesting in any manner, or raising any defenses to, the validity, extent, amount, perfection, priority, or enforceability of the Prepetition Lien or any other rights or interests of the Secured Lender; *provided, however*, that no more than \$20,000.00. of the

proceeds of the Prepetition Collateral may be used by any Creditors' Committee solely to investigate the foregoing matters within the Challenge Period (as defined herein).

4. Effect of Stipulation on Third Parties.

(a) Subject to Paragraph 4(b) hereof, each stipulation, admission, and agreement contained in this Interim Order including, without limitation, the Debtor's Stipulations, shall be binding upon the Debtor, its estate and any successors thereto (including, without limitation, any chapter 7 or chapter 11 trustee appointed or elected for the Debtor) under all circumstances and for all purposes, and the Debtor is deemed to have irrevocably waived and relinquished all Challenges (as defined herein) as of the Petition Date.

(b) Nothing in this Interim Order shall prejudice the rights of any Creditors' Committee or any other party in interest, if granted standing by the Court, to seek, solely in accordance with the provisions of this Paragraph 4, to assert claims against Secured Lender on behalf of the Debtor or the Debtor's creditors or to otherwise challenge the Debtor's Stipulations, including, but not limited to those in relation to (i) the validity, extent, priority, or perfection of the security interest and lien of the Secured Lender, (ii) the validity, allowability, priority, or amount of the Secured Obligations, or (iii) any liability of the Secured Lender with respect to anything arising from the Prepetition CNL Credit Documents. Any Creditors' Committee or any other party in interest must, after obtaining standing approved by the Bankruptcy Court, commence a contested matter or adversary proceeding raising such claim, objection, or challenge, including, without limitation, any claim or cause of action against the Secured Lender (each, a "Challenge") no later than (a) with respect to any Creditors' Committee, the date that is sixty (60) days after the Creditors' Committee's formation, or (b) with respect to other parties in interest, no later than the date that is seventy-five (75) days after the entry of this Interim Order

(collectively, the “Challenge Period”). The Challenge Period may only be extended with the written consent of the Secured Lender, prior to the expiration of the Challenge Period. Only those parties in interest who properly commence a Challenge within the applicable Challenge Period may prosecute such Challenge. As to (x) any parties in interest, including any Creditors’ Committee, who fail to file a Challenge within the Challenge Period, or if any such Challenge is filed and overruled, or (y) any and all matters that are not expressly the subject of a timely Challenge: (1) any and all such Challenges by any party (including, without limitation, any Creditors’ Committee, any chapter 11 trustee, any examiner or any other estate representative appointed in this Case, or any chapter 7 trustee, any examiner or any other estate representative appointed in any successor Case), shall be deemed to be forever waived and barred, (2) all of the findings, Debtor’s Stipulations, waivers, releases, affirmations, and other stipulations hereunder as to the priority, extent, and validity as to the Secured Lender’s claims, lien, and interests shall be of full force and effect and forever binding upon the Debtor’s bankruptcy estate and all creditors, interest holders, and other parties in interest in the Case and any successor Case, and (3) any and all claims or causes of action against the Secured Lender shall be released by the Debtor’s estate, all creditors, interest holders, and other parties in interest in the Case and any successor Case.

(c) Nothing in this Interim Order vests or confers on any person (as defined in the Bankruptcy Code), including any Creditors’ Committee, standing or authority to pursue any claim or cause of action belonging to the Debtor and/or its bankruptcy estate, including, without limitation, any Challenge with respect to the Prepetition CNL Credit Documents or the Secured Obligations.

5. Termination Date. The Debtor's authorization, and the Secured Lender's consent, to use Cash Collateral shall terminate on the earliest to occur of (the "Termination Date"): (i) the termination or non-consensual modification of this Interim Order or the failure of this Interim Order to be in full force and effect; (ii) the entry of an order of this Court terminating the Debtor's right to use Cash Collateral; (iii) the first business day that is at least 90 days after the Petition Date (or such later date agreed to in writing by the Secured Lender); (iv) the dismissal of the Case or the conversion of the Case to a case under chapter 7 of the Bankruptcy Code; (v) the appointment of a trustee or an examiner with expanded powers; (vi) the expiration of the Cure Period following the delivery of a Default Notice (as defined herein) by the Secured Lender, as set forth below; and (vii) the first business day that is forty five (45) days after the Petition Date (unless such period is extended by the Secured Lender) if the Final Order in form and substance acceptable to the Secured Lender has not been entered by the Court on or before such date.

6. Insurance. At all times, the Debtor shall maintain casualty and loss insurance coverage for the Prepetition Collateral on substantially the same basis as maintained prior to the Petition Date.

7. Adequate Protection.

(a) Adequate Protection Lien. Subject to the Carve-Out in all respects and the terms of this Interim Order, pursuant to sections 361, 363(e) and 364 of the Bankruptcy Code, and in consideration of the stipulations and consents set forth herein, as adequate protection for and solely to the extent of any diminution in the value, from and after the Petition Date, of the Secured Lenders' interests in the Prepetition Collateral (including Cash Collateral) resulting from: (i) any postpetition use of Cash Collateral; (ii) the use, sale or lease of the Prepetition Collateral, and (iii) the imposition of the automatic stay (the "Adequate Protection Obligations"),

the Debtor hereby grants to the Secured Lender an additional and replacement valid, binding, enforceable, non-avoidable, and automatically perfected, *nunc pro tunc* to the Petition Date, postpetition security interest in and lien on (the “Adequate Protection Liens”), without the necessity of the execution by the Debtor (or recordation or other filing) of security agreements, control agreements, pledge agreements, financing statements, mortgages, or other similar documents, the Prepetition Collateral.

(b) Priority of Adequate Protection Liens.

(i) Subject to the Carve-Out (as defined below), the Adequate Protection Lien shall be a (x) first priority perfected lien on the Prepetition Collateral, which the Secured Lender had a valid and perfected first priority lien on as of the Petition Date, even if such collateral is subject to a validly perfected lien that is junior to the lien of the Secured Lender, and (y) junior perfected lien on the Prepetition Collateral that is subject to a validly perfected lien with priority over the Secured Lender’s liens as of the Petition Date.

(ii) Subject to the Carve-Out in all respects and the terms of this Interim Order, the Adequate Protection Lien shall be enforceable against and binding upon the Debtor, its estate, and any successors thereto.

(c) Carve-Out. For purposes hereof, the “Carve-Out” shall mean the aggregate amount of:

(i) all fees required to be paid to the Clerk of the Bankruptcy Court and to the U.S. Trustee under section 1930(a) of title 28 of the United States Code plus interest at the statutory rate;

(ii) subject to subparagraph (d) below, all allowed and unpaid professional fees, expenses and disbursements incurred prior to the Termination Date

(whenever allowed) by (x) estate professionals retained by order of the Court, including professionals of the Debtor employed under sections 327, 328 or 363 of the Bankruptcy Code (“Estate Professionals”) up to the amount provided for such Estate Professionals for the such period in the Budget and (y) professionals of any Creditors’ Committee retained by order of the Court (“Creditors’ Committee Professionals” and, together with the Estate Professionals, the “Case Professionals”), up to the amount provided for such Creditors’ Committee Professionals as set forth in the Budget (this clause (ii) being referred to as the “Pre-Termination Date Carve-Out”); *provided, however*, that to the extent that the Termination Date occurs during any given month, the fees set forth in the Budget shall be prorated for the number of days elapsed; and

(iii) the allowed and unpaid professional fees, expenses and disbursements under sections 327 or 1103(a) of the Bankruptcy Code incurred on or after the Termination Date, in the aggregate not to exceed \$175,000.00 for all Estate Professionals (this clause (iii) being referred to as the “Post-Termination Date Carve-Out”).

For the avoidance of doubt, the Carve-Out shall be paid solely from the proceeds of the Collateral and nothing in this Interim Order or otherwise shall be construed to obligate the Secured Lender to directly pay or otherwise satisfy the Carve-Out or to guarantee that the Debtor has sufficient funds to satisfy the Carve-Out.

(d) Further Provisions Regarding Professional Fees. Nothing herein shall be construed as a consent to the allowance of any professional fees or expenses of any Case Professionals or shall affect the right of the Secured Lender to object to the allowance and

payment of such fees and expenses. The Secured Lender shall not be responsible for the payment or reimbursement of any fees or disbursements of any Case Professionals incurred in connection with the Case or any successor case under any chapter of the Bankruptcy Code. Nothing in this Interim Order or otherwise shall be construed to obligate the Secured Lender to directly pay compensation to or to reimburse expenses of any Case Professional or to guarantee that the Debtor has sufficient funds to pay such compensation or reimbursement.

8. Adequate Protection Superpriority Claims.

(a) Adequate Protection Superpriority Claim. Subject to the Carve-Out in all respects and the terms of this Interim Order, as further adequate protection for and to the extent permitted by sections 503(b) and 507(b) of the Bankruptcy Code, the Secured Lender is hereby granted an allowed administrative expense claim in the Case ahead of and senior to any and all other administrative expense claims in such Case to the extent of any postpetition diminution in value of the Prepetition Collateral, including Cash Collateral (the “Adequate Protection Superpriority Claim”).

(b) Priority of Adequate Protection Superpriority Claim. Subject to the Carve-Out, the Adequate Protection Superpriority Claim shall have priority over all administrative expense claims and unsecured claims against the Debtor or its estate of any kind or nature whatsoever, including, without limitation, administrative expenses of the kinds specified in or ordered pursuant to sections 105, 326, 328, 330, 331, 364, 365, 503(a), 503(b), 506(c) (subject to entry of the Final Order), 507(a), 507(b), 546(c), 546(d), 726, 1113 and 1114 of the Bankruptcy Code.

9. Adequate Protection Fees and Interest. As further adequate protection, but commencing only after entry of the Final Order, (i) the Secured Lender shall be entitled to

interest on account of the outstanding Secured Obligations, which shall accrue in accordance with the amounts, time and manner set forth in the Prepetition CNL Credit Documents, and (ii) subject to, and to the extent permitted under the Grove Loan Documents, the Debtor shall pay, to the extent available, without further Court order, the reasonable and documented fees, costs and expenses incurred by the Secured Lender after the Petition Date, including, but not limited to, attorneys' fees and expenses (including, without limitation, the fees and expenses of counsel to the Secured Lender, Blank Rome LLP) (the "Adequate Protection Fees"), but only after delivery of a monthly summary statement of any requested Adequate Protection Fees (which shall include the total number of hours billed by attorney or other professional and a summary description of services) to counsel for the Debtor, the U.S. Trustee, and any Creditors' Committee. Such parties shall have ten (10) days from the receipt of a monthly summary statement to lodge and objection thereto. Any and all amounts paid by the Debtor as adequate protection are deemed permitted uses of Cash Collateral. Notwithstanding the foregoing or any other waiver provided for in this Interim Order, the Debtor's rights with respect to any cash payment of interests, fees and expenses as adequate protection to the Secured Lender, including the right to argue that, to the extent any such payment is not allowed under 506(b) of the Bankruptcy Code or on any other basis (including, without limitation, on account of the Debtors' use of the Prepetition Collateral), such payments should be characterized and applied as payments of principal owed under the Prepetition CNL Credit Documents are preserved hereby; *provided*, that the Secured Lender's rights to asset defenses to any such argument and to otherwise oppose any remedy sought with respect to such adequate protection payments is expressly preserved.

10. Modification of Automatic Stay. The automatic stay under section 362(a) of the Bankruptcy Code is hereby modified as necessary to effectuate all of the terms and provisions of

this Interim Order, including, without limitation, to: (a) permit the Debtor to provide the adequate protection provided herein; (b) permit the Debtor to perform such acts as the Secured Lender may reasonably request to assure the perfection and priority of the lien granted herein; and (c) authorize the Debtor to make payments in accordance with the terms of this Interim Order.

11. Disposition of Collateral. The Debtor shall not sell, transfer, lease, encumber or otherwise dispose of any portion of the Prepetition Collateral without the prior written consent of the Secured Lender, unless done so in the ordinary course of business. Further, unless otherwise agreed to by the Secured Lender in writing and except as expressly provided herein, subject to and to the extent permitted by the Grove Loan Documents, all proceeds of any sale or other disposition of the Prepetition Collateral shall be paid over to the Secured Lender as and to the extent required by this Interim Order.

12. Events of Default. The occurrence of any of the following events, unless waived in writing by the Secured Lender, shall constitute an event of default (each, an “Event of Default”):

- (a) the Debtor’s continued use of Cash Collateral after the Termination Date without the written consent of the Secured Lender;
- (b) the Debtor’s failure to (i) comply with the Budget (other than for Professional Fees) and related reporting requirements, or (ii) perform, in any material respect, any of its obligations under this Interim Order;
- (c) the Debtor obtaining post-petition credit or incurring post-petition indebtedness that is (i) secured by a security interest, mortgage or lien on all or any portion of the Prepetition Collateral which is equal to or senior

to, any security interest, mortgage or lien of the Secured Lender, or (ii) entitled to priority administrative status which is equal to or senior to that granted to the Secured Lender;

- (d) any lien or security interest purported to be created under the Prepetition CNL Credit Documents shall cease to be, shall be asserted by the Debtor not to be, or shall otherwise be determined by the Bankruptcy Court not to be, a valid and perfected lien on or security interest in any Prepetition Collateral, with the priority required by the Prepetition CNL Credit Documents or herein;
- (e) dismissal of the Case, conversion of the Case to chapter 7, or the appointment of a chapter 11 trustee or examiner with expanded powers in the Case;
- (f) an order shall be entered staying, reversing, vacating, amending, or rescinding any of the terms of this Interim Order without the consent of the Secured Lender;
- (g) the entry of an order or judgment by this Court or any other court: (i) modifying, limiting, subordinating, or avoiding the priority of the obligations of the Debtor under this Interim Order, the obligations of the Debtor under the Prepetition CNL Credit Agreement and the other Prepetition CNL Credit Documents, or the perfection, priority, or validity of the Prepetition Lien, or the Adequate Protection Lien; (ii) imposing, surcharging, or assessing against the Secured Lender's claims or the Prepetition Collateral, any costs or expenses, whether pursuant to section

506(c) of the Bankruptcy Code or otherwise; (iii) impairing the Secured Lender's right to credit bid; and (iv) authorizing the obtaining of post-petition credit or the incurrence of post-petition indebtedness that is secured by a security interest, mortgage, or other lien on all or any portion of the Prepetition Collateral which is equal to or senior to any security interest, mortgage, or other lien of the Secured Lender, or entitled to administrative expense priority status which is equal or senior to that granted to the Secured Lender herein;

- (h) the sale of any material portion of the Debtor's assets outside the ordinary course of business without the prior written consent of the Secured Lender;
- (i) any proceeds of any sale or other disposition of the Prepetition Collateral are not paid over to the Secured Lender, unless otherwise previously agreed to by the Secured Lender in writing, in its sole discretion, or required by the Grove Loan Documents; or
- (j) any Cash Collateral or the Carve-Out is used, whether or not pursuant to Court order, in a manner prohibited by this Interim Order, including Paragraph 3(d) hereof.

13. Exercise of Remedies. Upon the occurrence and at any time during the continuation of an Event of Default, the Secured Lender may deliver a written notice of an Event of Default (a "Default Notice"), and the automatic stay is hereby vacated to allow the delivery of any Default Notice, which Default Notice shall be given by email, facsimile, or other electronic means to counsel to the Debtor, the U.S. Trustee, and counsel to any Creditors' Committee. The

Debtor shall have five (5) business days from the date of delivery of such Default Notice to cure such Event of Default (the "Cure Period"). Except as expressly set forth in Paragraph 3 above, the Debtor's right to use, and the Secured Lender's consent to the Debtor's use of, Cash Collateral shall cease as of the expiration of the Cure Period. Upon the expiration of the Cure Period, the automatic stay shall be deemed terminated and the Secured Lender shall be entitled to take any action and exercise all rights and remedies provided to it by this Interim Order, the Prepetition CNL Credit Documents, and/or applicable law as the Secured Lender may deem appropriate in its sole discretion to, among other things, proceed against and realize upon the assets or properties of Debtor's estate (including the Prepetition Collateral) upon which the Secured Lender has been granted a lien and security interest. The Debtor and/or any estate representative shall cooperate and make all information and documents readily available and turned over to the Secured Lender to realize against the Collateral.

14. Reversal, Modification, Vacatur, or Stay. Any reversal, modification, vacatur, or stay of any or all of the provisions of this Interim Order shall not affect the validity or enforceability of any Adequate Protection Lien, or any claim, lien, security interest, or priority authorized or created hereby with respect to any Adequate Protection Lien, incurred prior to the effective date of such reversal, modification, vacatur, or stay. Notwithstanding any reversal, modification, vacatur, or stay (a) this Interim Order shall govern, in all respects, any use of Cash Collateral or Adequate Protection Lien or Adequate Protection Superpriority Claim incurred by the Debtor prior to the effective date of such reversal, modification, vacatur, or stay, and (b) the Secured Lender shall be entitled to all the benefits and protections granted by this Interim Order with respect to any such use of Cash Collateral or such Adequate Protection Lien or Adequate Protection Superpriority Claim incurred by the Debtor.

15. Reservation of Rights. Notwithstanding anything to the contrary herein, the entry of this Interim Order and the transactions contemplated hereby shall not constitute an admission nor be deemed an admission by the Secured Lender that absent its consent to the Debtor's use of Cash Collateral under this Interim Order its interest in the Prepetition Collateral would be adequately protected. Except as otherwise expressly set forth herein, the entry of this Interim Order is without prejudice to, and does not constitute a waiver of, expressly or implicitly, or otherwise impair: (a) the Secured Lender's rights to seek any other or supplemental relief in respect of the Debtor, including the right to seek additional adequate protection; (b) any of the Secured Lender's rights under the Bankruptcy Code or under non-bankruptcy law, including, without limitation, the right of the Secured Lender to (i) request modification of the automatic stay of section 362 of the Bankruptcy Code, (ii) request dismissal of the Case, conversion of the Case to a case under chapter 7, or appointment of a chapter 11 trustee or examiner with expanded powers, (iii) seek to propose, subject to the provisions of section 1121 of the Bankruptcy Code, a chapter 11 plan or plans; or (c) any other rights, claims, or privileges (whether legal, equitable, or otherwise) of the Secured Lender.

16. No Waiver for Failure to Seek Relief. The failure or delay of the Secured Lender to seek relief or otherwise exercise any of its rights and remedies under this Interim Order, the Prepetition CNL Credit Agreement or the other Prepetition CNL Credit Documents, or applicable law, as the case may be, shall not constitute a waiver of any rights hereunder, thereunder, or otherwise, by the Secured Lender.

17. Section 507(b) Reservation. Nothing herein shall impair or modify the application of section 507(b) of the Bankruptcy Code in the event that the adequate protection provided to the Secured Lender hereunder is insufficient to compensate for the Adequate

Protection Obligations during the Case. Nothing contained herein shall be deemed a finding by the Court, or an acknowledgment by the Secured Lender, that the adequate protection granted herein does in fact adequately protect the Secured Lender against any diminution in value of its interests in and against the Prepetition Collateral (including the Cash Collateral).

18. Section 552(b) Waiver. Subject to entry of the Final Order, the Secured Lender shall be entitled to all of the rights and benefits of Bankruptcy Code section 552(b) and the “equities of the case” exception shall not apply.

19. Section 506(c) Waiver. Subject to entry of the Final Order, the Debtor and its estate waive any claim under Bankruptcy Code section 506(c) for any costs and expenses incurred in connection with the preservation, protection or enhancement of, or realization by the Secured Lender upon the Prepetition Collateral.

20. No Marshalling/Application of Proceeds. In no event shall the Secured Lender be subject to the equitable doctrine of “marshalling” or any other similar doctrine with respect to any of the Prepetition Collateral.

21. Good Faith. Based on the findings set forth in this Interim Order and the record made during the Interim Hearing, pursuant to sections 105, 361, 363, and 364 of the Bankruptcy Code, the Debtor and the Secured Lender are hereby found to be entities that have acted in “good faith” in connection with the negotiation and entry of this Interim Order and are entitled to the protections afforded by sections 363(m) of the Bankruptcy Code.

22. No Third Party Rights. Except as explicitly provided for herein, this Interim Order does not create any rights for the benefit of any third party, creditor, equity holder, or any direct, indirect, or incidental beneficiary.

23. No Liability to Third Parties. In permitting the use of the Cash Collateral or in exercising any rights or remedies as and when permitted pursuant to this Interim Order, the Secured Lender shall not be deemed to be in control of the operations of the Debtor or the or to be acting as a “responsible person” or “owner or operator” with respect to the operation or management of the Debtor (as such terms, or any similar terms, are used in the United States Comprehensive Environmental Response, Compensation and Liability Act, 29 U.S.C. §§ 9601 et seq. as amended, or any similar federal or state statute), nor shall they owe any fiduciary duty to the Debtor, its creditors or estate, or shall constitute or be deemed to constitute a joint venture or partnership with the Debtor. Furthermore, nothing in this Interim Order shall in any way be construed or interpreted to impose upon the Secured Lender any liability for any claims arising from the prepetition or postpetition activities of the Debtor and/or its affiliates (as defined in Bankruptcy Code section 101(2)).

24. Proof of Claim. The Secured Lender is not required to file a proof of claim in the Case or any converted case with respect to any obligations under the Prepetition CNL Credit Documents or any other claims or lien granted hereunder or created hereby. Any order entered by the Bankruptcy Court in relation to the establishment of a bar date in the Case will provide that the Secured Lender shall have no obligation to comply with the bar date.

25. Binding Effect of Final Order. The provisions of this Interim Order shall be binding upon all parties in interest in the Case, including the Secured Lender, any statutory committees that may be appointed in any Case, and the Debtor and their respective successors and assigns and shall inure to the benefit of the Secured Lender, the Debtor and their respective successors and assigns. Except as provided forth in Paragraph 4 hereof, to the extent permitted by applicable law, this Interim Order shall bind any trustee hereafter appointed or elected for the

estate of the Debtor whether in the Case or in the event of the conversion of the Case to a liquidation under chapter 7 of the Bankruptcy Code. Such binding effect is a benefit of the Secured Lender's bargain in connection with the Debtor's use of Cash Collateral and is an integral part of this Interim Order. Any payments to be made by the Debtor under any order (including any "First Day" order) shall be made in accordance with this Interim Order and the Budget.

26. Survival. The provisions of this Interim Order and any actions taken pursuant hereto shall survive the entry of any order: (i) confirming any chapter 11 plan, (ii) converting the Case to a chapter 7 case(s), or (iii) dismissing the Case. The terms and provisions of this Interim Order, including, for the avoidance of doubt, the provisions in Paragraph 4 hereof, as well as the adequate protection granted pursuant to this Interim Order shall continue in full force and effect notwithstanding the entry of any of the foregoing orders, and such claims and liens shall maintain their priority as provided by this Interim Order and the Prepetition CNL Credit Documents and the maximum extent permitted by law until all of the Secured Obligations are indefeasibly paid and satisfied in full in cash.

27. Effect of Dismissal. If the Case is dismissed or converted, then neither the entry of this Interim Order nor the dismissal or conversion of the Case shall affect the rights of the Secured Lender (to the extent of the adequate protection provided hereunder) under the Prepetition CNL Credit Documents or this Interim Order, and all rights and remedies thereunder of the Secured Lender (to the extent of adequate protection provided hereunder) shall remain in full force and effect as if the Case had not been dismissed or converted. If an order dismissing the Case is entered, such order shall provide (in accordance with sections 105 and 349 of the Bankruptcy Code) that (i) the adequate protection granted to and conferred upon the Secured

Lender shall continue in full force and effect and shall maintain their priorities as provided in this Interim Order until such Adequate Protection Obligation has been satisfied, (ii) this Court shall retain jurisdiction, notwithstanding such dismissal, for the purpose of enforcing the adequate protection provided for herein, and (iii) any hearing on a motion to dismiss the Case shall require at least twenty one (21) days prior notice. The provisions of this Interim Order, and any actions taken pursuant hereto, shall survive the entry of and shall govern with respect to any conflict with any order that may be entered confirming any chapter 11 plan, dismissing the or converting the Case from chapter 11 to chapter 7.

28. Findings of Fact and Conclusions of Law. This Interim Order shall constitute findings of fact and conclusions of law and shall take effect and be fully enforceable *nunc pro tunc* to the Petition Date immediately upon the entry thereof. To the extent that any findings of fact are determined to be conclusions of law, such findings of fact shall be adopted as such; and to the extent that any conclusions of law are determined to be findings of fact, such conclusions of law shall be adopted as such.

29. Order Effective Upon Entry. Notwithstanding any applicability of any Bankruptcy Rules, the terms and conditions of this Interim Order shall be immediately effective and enforceable upon its entry.

30. Retention of Jurisdiction. The Court has and will retain jurisdiction and power to enforce this Interim Order in accordance with its terms and to adjudicate any and all matters arising from or related to the interpretation or implementation of this Interim Order.

31. Final Hearing. A hearing on the Debtor's request for a Final Order approving the Motion is scheduled for _____, 201__, at __:___ .m. (prevailing Eastern time) before this Court. Within three (3) business days after entry of this Interim Order, the Debtor

shall serve, or cause to be served, by first class mail or other appropriate method of service, a copy of the Motion (to the extent the Motion was not previously served on a party) and this Interim Order on (i) the Notice Parties, and (ii) counsel to any Creditors' Committee. Any responses or objections to the Motion shall be made in writing, conform to the applicable Bankruptcy Rules and Local Rules, be filed with the Bankruptcy Court, set forth the name of the objecting party, the basis for the objection, and the specific grounds therefor, and be served so as to be actually received no later than _____, 201__, at 4:00 p.m. (prevailing Eastern time) by the following parties: (a) counsel for the Debtor, Duane Morris LLP (Attn: Sean J. Bellew and Sommer L. Ross, 222 Delaware Avenue, Suite 1600, Wilmington, DE 19801, (b) the U.S. Trustee for the District of Delaware; and (c) counsel for the Secured Lender, Blank Rome LLP, (Attn: John Lucian, One Logan Square, Philadelphia, PA 19103, and Alan M. Root, 1201 N. Market St., Suite 800, Wilmington, DE 19801) .

Dated: December _____, 2015.

HONORABLE KEVIN GROSS
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT 1

The Budget

RAI, LLC

Cash Flow Forecast

Forecasted sales increase 7.00%
Number of units

	13	13	13	13	13	11	11	11	11	11	11	11	11	11
<i>Fiscal Period</i>	<i>Wk 1</i>	<i>Wk 2</i>	<i>Wk 3</i>	<i>Wk 4</i>	<i>Wk 5</i>	<i>Wk 6</i>	<i>Wk 7</i>	<i>Wk 8</i>	<i>Wk 9</i>	<i>Wk 10</i>	<i>Wk 11</i>	<i>Wk 12</i>	<i>Wk 13</i>	<i>13 week total</i>
	13	13	13	13	1	1	1	1	2	2	2	2	3	
	12/2/15	12/7/15	12/14/15	12/21/15	12/28/15	1/4/16	1/11/16	1/18/16	1/25/16	2/1/16	2/8/16	2/15/16	2/22/16	
	12/6/15	12/13/15	12/20/15	12/27/15	1/3/16	1/10/16	1/17/16	1/24/16	1/31/16	2/7/16	2/14/16	2/21/16	2/28/16	

Receipts

Customer Receipts (net)	\$ 152,019	\$ 429,296	\$ 461,491	\$ 440,712	\$ 458,839	\$ 324,698	\$ 352,584	\$ 353,689	\$ 322,961	\$ 361,053	\$ 385,218	\$ 364,056	\$ 323,805	\$ 4,730,420
Sales Tax	\$ 13,676	\$ 37,080	\$ 39,736	\$ 37,483	\$ 41,912	\$ 30,175	\$ 32,615	\$ 32,711	\$ 30,023	\$ 33,356	\$ 35,470	\$ 33,618	\$ 30,096	\$ 427,950
Other Receipts	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Receipts	\$ 165,695	\$ 466,375	\$ 501,227	\$ 478,195	\$ 500,751	\$ 354,873	\$ 385,199	\$ 386,400	\$ 352,984	\$ 394,408	\$ 420,688	\$ 397,674	\$ 353,901	\$ 5,158,370

Disbursements

Salaries, Wages & Benefits (pre petition core only)	\$ 295,949	\$ 15,576	\$ 203,614	\$ 10,717										\$ 525,856
Salaries, Wages & Benefits (post petition)			\$ 105,696	\$ 5,563	\$ 316,452	\$ 17,148	\$ 319,565	\$ 17,316	\$ 240,605	\$ 13,038	\$ 240,380	\$ 13,026	\$ 1,288,788	
COGS	\$ 44,350		\$ 131,916	\$ 93,351	\$ 101,368	\$ 101,686	\$ 92,851	\$ 103,803	\$ 110,750	\$ 104,666	\$ 93,094	\$ 977,835		
Rent & CAM		\$ 6,000	\$ 136,673				\$ 136,673					\$ 279,347		
Marketing / Advertising			\$ 5,000		\$ 20,000			\$ 5,000		\$ 20,000		\$ 50,000		
Insurance			\$ 58,855	\$ 40,000			\$ 20,000			\$ 55,851		\$ 174,706		
Sales Tax			\$ 193,495			\$ 150,471			\$ 138,972			\$ 482,938		
TX Franchise Tax													\$ -	
Property Taxes							\$ 179,149						\$ 179,149	
Capital Expenditures													\$ -	
Other	\$ 83,000	\$ 144,685	\$ 89,000	\$ 67,500	\$ 101,197	\$ 59,174	\$ 92,095	\$ 48,464	\$ 47,068	\$ 74,654	\$ 68,598	\$ 52,969	\$ 66,950	\$ 995,353
Legal Fees-Debtor										\$ 75,000				\$ 75,000
Legal Fees- Creditor										\$ 20,000				\$ 20,000
Claims Agent		\$ 3,000				\$ 3,000					\$ 3,000			\$ 9,000
US Trustee Fees								\$ 30,000						\$ 30,000
Total Disbursements	\$ 127,350	\$ 440,634	\$ 113,576	\$ 629,160	\$ 431,066	\$ 468,977	\$ 213,611	\$ 640,186	\$ 356,384	\$ 585,734	\$ 292,386	\$ 539,987	\$ 248,920	\$ 5,087,970

Net Cash Flow

Weekly Net Cash Flow	\$ 38,345	\$ 25,741	\$ 387,650	\$ (150,965)	\$ 69,685	\$ (114,104)	\$ 171,589	\$ (253,786)	\$ (3,400)	\$ (191,326)	\$ 128,302	\$ (142,312)	\$ 104,981	\$ 70,400
Cumulative Weekly Net Cash Flow	\$ 38,345	\$ 64,086	\$ 451,737	\$ 300,771	\$ 370,456	\$ 256,352	\$ 427,941	\$ 174,155	\$ 170,755	\$ (20,572)	\$ 107,731	\$ (34,581)	\$ 70,400	

Book Balance

Beginning Book Balance	\$ 110,000	\$ 148,345	\$ 174,086	\$ 561,737	\$ 410,771	\$ 480,456	\$ 366,352	\$ 537,941	\$ 284,155	\$ 280,755	\$ 89,428	\$ 217,731	\$ 75,419
Weekly Net Cash Flow	\$ 38,345	\$ 25,741	\$ 387,650	\$ (150,965)	\$ 69,685	\$ (114,104)	\$ 171,589	\$ (253,786)	\$ (3,400)	\$ (191,326)	\$ 128,302	\$ (142,312)	\$ 104,981
Ending Book Balance	\$ 148,345	\$ 174,086	\$ 561,737	\$ 410,771	\$ 480,456	\$ 366,352	\$ 537,941	\$ 284,155	\$ 280,755	\$ 89,428	\$ 217,731	\$ 75,419	\$ 180,400

\$ 75,419
Minimum Book Balance