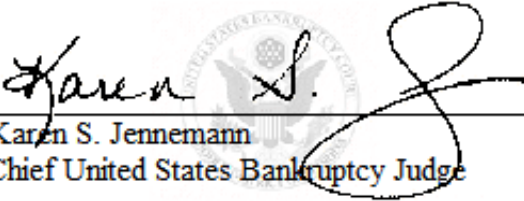


ORDERED.

Dated: August 12, 2015



Karen S. Jennemann
Chief United States Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION
www.flmb.uscourts.gov

In re:

NILHAN HOSPITALITY, LLC,

Case No. 6:15-bk-03447-KSJ

Chapter 11

Debtor.

**INTERIM ORDER GRANTING DEBTOR'S MOTION TO USE
CASH COLLATERAL AND NOTICE OF CONTINUED HEARING**

This case came on for consideration of the Debtor's Motion for Authority to Use Cash Collateral (the "Motion") (Doc. No. 39). Having reviewed the matter, it is

ORDERED:

1. The Motion (Doc. No. 39) is granted on an interim basis through August 31, 2015.

2. Cash Collateral Authorization. Subject to the provisions of this Order, the Debtor is authorized to use cash collateral to pay: (a) amounts expressly authorized by this Court, including payments to the United States Trustee for quarterly fees; (b) the current and necessary expenses set forth in the budget attached as Exhibit A, plus an amount not to exceed ten (10) percent for each line item; and (c) such amounts as may be expressly approved in writing by SummitBridge National Investments IV LLC ("SummitBridge"). This authorization will

continue until further order of the Court. Except as authorized in this order, the Debtor is prohibited from use of cash collateral.

3. Debtor Obligations. Debtor shall timely perform all obligations of a debtor-in-possession required by the Bankruptcy Code, Federal Rules of Bankruptcy Procedure, and the orders of this Court.

4. Access to Records and Premises. Upon reasonable notice, and provided that it does not unreasonably interfere with the business of Debtor, Debtor shall grant to SummitBridge access to Debtor's business records and premises for inspection.

5. Replacement Lien. SummitBridge and each creditor with a security interest in cash collateral (collectively the "Secured Creditors") shall have a perfected post-petition lien against cash collateral to the same extent and with the same validity and priority as the prepetition lien, without the need to file or execute any document as may otherwise be required under applicable non-bankruptcy law.

6. Insurance. Debtor shall maintain insurance coverage for its property in accordance with the obligations under the loan and security documents with the Secured Creditors.

7. Without Prejudice. This Order is without prejudice to: (a) any subsequent request by a party in interest for modified adequate protection or restrictions on use of cash collateral; or (b) any other right or remedy which may be available to the Secured Creditors. SummitBridge asserts that the rents collected by the Debtor do not constitute cash collateral of the Debtor and are not property of the Debtor's bankruptcy estate. Nothing in this Order shall be considered or otherwise construed as a finding that the rents or any other property constitute cash collateral or property of the Debtor's bankruptcy estate. The entry of this Order and the terms of

this Order are without prejudice to SummitBridge's right to assert its interest in the rents or any other property, and that the rents or any other property do not constitute cash collateral or property of the Debtor's bankruptcy estate.

8. Creditors' Committee. The provisions of this Order are without prejudice to the rights of the United States Trustee to appoint a committee or any rights of a duly appointed committee to challenge the validity, priority or extent of any lien(s) asserted against cash collateral.

9. Enforcement. The Court shall retain jurisdiction to enforce the terms of this Order.

10. Other Non-Standard Terms or Conditions.

a. Term of Order. The Debtor's authority to use cash collateral as provided herein shall terminate upon the earlier of (i) the appointment of a Chapter 11 Trustee in Debtor's case, (ii) the conversion of the Debtor's Chapter 11 case to a case under Chapter 7 of the Bankruptcy Code, or (iii) August 31, 2015.

b. Continued Hearing. The Court shall conduct a non-evidentiary status conference on the Motion on August 26, 2015 at 2:45pm in Courtroom 6A, 6th Floor, George C. Young Courthouse, 400 West Washington Street, Orlando, Florida 32801.

c. Additional Budget Limitations. In addition to the limitations imposed by paragraph 2 above, the Debtor may not pay any amounts for commissions, building management fees or administrative management fees absent further Order of this Court. No amounts shall be paid to affiliates, insiders, or any of their affiliates without further Order of Court.

d. Insurance. The Debtor shall provide copies of insurance certificates or other evidence of insurance to the Secured Creditors upon request.

e. Adequate Protection for SummitBridge. In addition to the requirements set forth above, the Debtor shall provide the following to as adequate protection to SummitBridge:

i. Payment. Upon the entry of this Order, the Debtor shall pay to SummitBridge, as adequate protection payments, (a) within five days of the date hereof the amount of \$58,448.85, and (b) on the 10th day of each month commencing on August 10, 2015, the amount of \$33,000; and

ii. Financial Reports. No later than the 14th day of each month, the Debtor shall provide to SummitBridge the following reports: (a) a report covering the preceding month utilizing the same format as the Budget, which report shall show actual receipts and expenditures as compared to the budgeted receipts and expenditures, and (b) monthly rent rolls.

Attorney, Kenneth D. (Chip) Herron, Jr., is directed to serve a copy of this order on interested parties and file a proof of service within 3 days of the entry of the order.

In re: Nilhan Hospitality, LLC

Case No. 6:15-bk-03447-KSJ

	Jun-15	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15
<u>Income</u>							
Base Rent	39,067.29	39,067.29	39,067.29	39,067.29	39,067.29	39,067.29	39,067.29
CAM charges	6,701.26	6,701.26	6,701.26	6,701.26	6,701.26	6,701.26	6,701.26
Real Estate Taxes	5,437.50	5,437.50	5,437.50	5,437.50	5,437.50	5,437.50	5,437.50
Sales Taxes	3,344.64	3,344.64	3,344.64	3,344.64	3,344.64	3,344.64	3,344.64
Total Income	54,550.69	54,550.69	54,550.69	54,550.69	54,550.69	54,550.69	54,550.69
<u>Expenses</u>							
Accounting	375.00	375.00	375.00	375.00	375.00	375.00	375.00
Exterior Maintenance (street sweeping and cleaning)	125.00	125.00	125.00	125.00	125.00	125.00	125.00
Fire Sprinkler Monitor and Maintenance	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00
Insurance	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00
Landscape Maintenance	500.00	500.00	500.00	500.00	500.00	500.00	500.00
OUC	2,250.00	2,250.00	2,250.00	2,250.00	2,250.00	2,250.00	2,250.00
Pest Control	400.00	400.00	400.00	400.00	400.00	400.00	400.00
Phone	260.00	260.00	260.00	260.00	260.00	260.00	260.00
Property Management Fee (3% of base rent)	1,172.02	1,172.02	1,172.02	1,172.02	1,172.02	1,172.02	1,172.02
Sales Tax	3,344.64	3,344.64	3,344.64	3,344.64	3,344.64	3,344.64	3,344.64
Total Expenses	10,926.66	10,926.66	10,926.66	10,926.66	10,926.66	10,926.66	10,926.66
Net Rents	43,624.03	43,624.03	43,624.03	43,624.03	43,624.03	43,624.03	43,624.03

EXHIBIT A