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7 UNITED STATES BANKRUPTCY COURT
 8 EASTERN DISTRICT OF CALIFORNIA
 9 [Sacramento Division]
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11 In re:

Case No. 14-26351-C-11
 Docket Control No. MHK-16

12 CALIFORNIA COMMUNITY
 13 COLLABORATIVE, INC.,

Date: August 19, 2015
 Time: 10:00 a.m.
 Dept: C (Courtroom 35)
 Hon. Christopher M. Klein

14 Debtor.
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16 **ORDER GRANTING DEBTOR'S MOTION FOR AUTHORITY**
 17 **TO CONTINUE TO USE CASH COLLATERAL AND**
TO MAKE ADEQUATE PROTECTION PAYMENTS

18 The motion of California Community Collaborative, Inc., as debtor in possession
 19 (the "Debtor"), to continue to use cash collateral and to make adequate protection
 20 payments, filed July 21, 2015 and designated as Motion Control No. MHK-16 (the
 21 "Motion"), came on for hearing on August 19, 2015 at 10:00 a.m. in Department "C"
 22 before the Honorable Christopher M. Klein. Anthony Asebedo of Meegan, Hanschu &
 23 Kassenbrock appeared on behalf of the Debtor. Reed S. Waddell of Frandzel Robins
 24 Bloom & Csato, LC, appeared on behalf of California Bank & Trust, N.A. (the "Bank").
 25 Barry S. Glaser of Steckbauer Weinhardt, LLP appeared by telephone on behalf of the
 26 San Bernardino County Treasurer and Tax Collector (the "County"). There were no
 27 other appearances.

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RECEIVED

August 25, 2015

CLERK, U.S. BANKRUPTCY COURT
 EASTERN DISTRICT OF CALIFORNIA
 0005605105

1 The court having considered the Motion, pleadings of record, and the
2 representations of counsel; and good cause appearing,

3 **IT IS HEREBY ORDERED:**

4 1. The Motion is granted on a final basis as set forth in this order.

5 2. Pursuant to 11 U.S.C. §363(c) and (e), for the period September 1, 2015
6 through December 31, 2015, the Debtor is authorized to use rents collected from the
7 real property described in the Motion (the "Property") to pay those administrative
8 expenses and operating expenses in the ordinary course of the Debtor's business which
9 are identified in the Cash Collateral Budget attached hereto as Exhibit "A" and
10 incorporated herein by reference. The Debtor may pay expenses for each month in no
11 more than the amounts set forth in Exhibit "A," within a 10% variance in each listed
12 category. In the event the Debtor encounters a need for any expenditure of a nature
13 not set forth in Exhibit "A" or in an amount which would cause the Debtor to exceed
14 any such monthly amount set forth in Exhibit "A" in excess of a 10% variance, the
15 Debtor shall first obtain the Bank's written consent for meeting such expenditure, and
16 the Bank shall not unreasonably withhold such consent, provided, however, that the
17 Debtor shall not seek or be granted the use of any cash collateral for the payment of
18 expenses not directly related to preservation, maintenance, and operation of the
19 Property.

20 3. In the event and to the extent the Debtor uses cash collateral in which the
21 Bank and the County (collectively the "Secured Creditors") have a properly perfected
22 security interest and such use results in the diminution of the value of any Secured
23 Creditor's collateral, each such creditor is hereby granted a replacement lien and
24 security interest in, and to, the assets to which such creditor's pre-petition lien would
25 have attached but for the filing of the Debtor's bankruptcy case. The priority of the
26 post-petition lien granted shall be as to any such lien in the same priority, nature,
27 extent, and subject to the same infirmities, if any, that existed pre-petition. The lien
28 granted by this order shall be valid, enforceable, attached, and perfected effective as of

1 the date of the hearing on this matter, without any further act, and without regard to
2 any federal, state, or local requirement or law requiring notice, recordation, filing,
3 registration, or possession of the collateral.

4 4. As a form of adequate protection for the interests in the Real Property
5 asserted by the Secured Creditors, the Debtor is authorized to make the payments to
6 the Secured Creditors as specifically set forth in Exhibit "A" hereto.

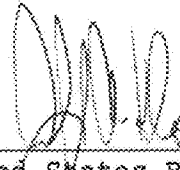
7 APPROVED:

8 Frandzel Robins Bloom & Csato, LC

9
10 By: 

11 Reed S. Waddell
12 Attorneys for California Bank & Trust

13 Dated: September 03, 2015

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16 United States Bankruptcy Judge
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CASH COLLATERAL BUDGET SEPTEMBER - DECEMBER

	September-15	October-15	November-15	December-15
Triwest loan proceeds	\$0.00	\$700,000.00	\$600,000.00	\$600,000.00
Court Rent- Lease 1 (27,000 sq. ft)	\$67,000.00	\$67,000.00	\$67,000.00	\$67,000.00
Rent Fortune Schools				\$52,600.00
Balance carryover	\$29,209.41			
Total revenue/funds	\$96,209.41	\$767,000.00	\$667,000.00	\$719,600.00
Payment CB&T	\$ 43,083.33	\$ 43,083.33	\$ 43,083.33	\$ 43,083.33
TI Allowance		\$ 500,000.00	\$ 500,000.00	\$ 600,000.00
Triwest loan payment		\$ 44,000.00		
Pre-construction planning	\$6,500.00	\$6,500.00	\$6,500.00	\$6,500.00
Joe Borroto/handy man-janitorial	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
Corporate tax preparation				
Legal	\$400.00	\$400.00	\$400.00	\$400.00
Bookkeeping	\$2,300.00	\$2,300.00	\$2,300.00	\$2,300.00
Landscaping	\$600.00	\$600.00	\$600.00	\$600.00
Supplies	\$400.00	\$400.00	\$400.00	\$400.00
Office supplies	\$100.00	\$100.00	\$100.00	\$100.00
Amtech Elevators	\$550.00	\$550.00	\$550.00	\$550.00
Property Taxes	\$0.00	\$110,000.00	\$0.00	\$31,000.00
ADT	\$388.64	\$388.64	\$388.64	\$388.64
ATT-4350	\$136.00	\$136.00	\$136.00	\$136.00
City of San Bern. Water & Trash	\$850.00	\$850.00	\$850.00	\$850.00
SC Edison Electric	\$8,500.00	\$7,500.00	\$6,500.00	\$6,000.00
Business license	\$0.00	\$0.00	\$0.00	\$0.00
Security	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00
Medical insurance	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
Annual Elevator Permit inspection costs		\$0.00	\$0.00	\$0.00
Pest Control	\$250.00			\$250.00
Backflow Testing	\$350.00	\$0.00	\$0.00	\$0.00
MISC Repairs + Maintenance	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00
Salaries and wages	\$5,000.00	\$5,000.00	\$5,000.00	\$12,000.00
Insurance Fireman's Fund	\$2,474.90	\$2,474.90	\$2,474.90	\$2,474.90
Total Expenses	\$79,582.87	\$731,982.87	\$576,982.87	\$714,732.87
Net operating income	\$16,626.54	\$35,017.13	\$90,017.13	\$4,867.13
Net cash flow		\$51,643.67	\$141,660.80	\$146,527.93