

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF ALABAMA  
SOUTHERN DIVISION**

In re:

PREMIER KINGS, INC., *et al.*,<sup>1</sup>

Debtors.

(Chapter 11)

Case No. 23-02871 (TOM)

Joint Administration Requested

**MOTION OF THE DEBTORS AND DEBTORS-IN-POSSESSION FOR AN  
ORDER (I) AUTHORIZING THE DEBTORS TO PAY  
PREPETITION CLAIMS OF CERTAIN CRITICAL VENDORS  
AND (II) GRANTING RELATED RELIEF**

Premier Kings, Inc., and its debtor affiliates, as debtors and debtors-in-possession in the above-captioned chapter 11 cases (each a “Debtor” and, collectively, the “Debtors”), by their undersigned proposed counsel and pursuant to Sections 105(a), 363 and 503(b)(9) of Title 11 of the United States Code (the “Bankruptcy Code”) hereby move (the “Motion”) for the entry of an interim and a final order in substantially the form attached hereto as **Exhibit A** and **Exhibit B**, respectively (the “Interim Order” and the “Final Order”, collectively, the “Proposed Orders”), (a) authorizing, but not directing, the Debtors to pay, in the ordinary course of business, undisputed, liquidated, prepetition amounts owing on account of claims held by Critical Vendors (as defined herein) (the “Critical Vendor Claims”) in an amount not to exceed \$1,500,000.00, and (b) granting related relief. In support of the Motion, the Debtors rely upon and hereby incorporate by reference the *Declaration of David M. Baker in Support of First-Day Motions* (the “Baker

<sup>1</sup> The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification numbers, are: Premier Kings, Inc. (3932); Premier Kings of Georgia, Inc. (9797); and Premier Kings of North Alabama, LLC (9282). The Debtors’ address is 7078 Peachtree Industrial Blvd., Suite #800, Peachtree Corners, GA 30071. The Debtors have filed a motion for joint administration with the Court.



Declaration”),<sup>2</sup> filed contemporaneously herewith. In further support of this Motion, the Debtors respectfully state as follows:

### **JURISDICTION AND VENUE**

1. This Court has jurisdiction over this Motion pursuant to 28 U.S.C. §§ 157(b) and 1334, and the *General Order of Reference* from the United States District Court for the Northern District of Alabama dated July 16, 1984, as amended July 17, 1984. This is a core proceeding under 28 U.S.C. § 157(b)(2)(A) and (O).

2. Venue is proper in this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

3. The statutory predicates for the relief sought herein are Sections 105(a) and 507(a)(4) and (5) of the Bankruptcy Code and Federal Rules of Bankruptcy Procedure (“Bankruptcy Rules”) 6003 and 6004.

### **BACKGROUND**

#### **I. Introduction.**

4. On the date hereof (the “Petition Date”), the Debtors filed voluntary petitions in this Court for relief under chapter 11 of the Bankruptcy Code (the “Chapter 11 Cases”).

5. The Debtors continue to manage and operate their businesses as a debtors-in-possession pursuant to Sections 1107(a) and 1108 of the Bankruptcy Code.

6. No official committee of unsecured creditors has been appointed.

7. No request for a trustee or examiner has been made in these Chapter 11 Cases.

8. Information regarding the Debtors’ businesses, capital structure, and the circumstances leading to the commencement of these Chapter 11 Cases is set forth in the Baker Declaration. Those facts are incorporated herein by reference.

---

<sup>2</sup> All capitalized terms used but not defined herein shall have the meanings ascribed to them in the Baker Declaration.

## **II. The Debtors' Businesses and Critical Vendors.**

9. In the ordinary course of business, the Debtors purchase goods or services from certain Critical Vendors (as defined below) that, as a practical matter, are the only suppliers that the Debtors can use. The Debtors' franchise agreements with Burger King provides that the Debtors must adhere to the Burger King System, including the MOD Manual, which includes Burger King's Approved Brands and Distributors List, identifying the vendors from which the Debtors can purchase food and equipment. The franchise agreements further state that "only food, supplies, paper products and packaging from sources approved by BKC shall be used in the Franchised Restaurants."

10. Thus, the goods and services provided by the Critical Vendors (defined below) are essential for the Debtors to continue their ongoing operations within the parameters of the franchise agreement and to preserve the value of their estates.

11. The Debtors have reviewed their accounts payable to identify those vendors that are essential to avoid irreparable harm to the Debtors' ongoing operations and their estates. The following Critical Vendors have been identified based on a number of factors, including: (i) the nature of the goods or services being supplied and their importance to the Debtors' operations; (ii) whether the supplier is a "sole source" provider; (iii) whether the Debtors can find an acceptable alternative supplier within a reasonable timeframe; (iv) whether the Debtors have sufficient goods stored or may procure sufficient services in order to continue operations while a replacement supplier is found; and (v) whether failure to pay all or part of a particular vendor's claim could cause the supplier to refuse to ship inventory or to provide essential services on a postpetition basis.

12. The Debtors have identified the vendors listed below as critical to their operations with these factors in mind. The Debtors have further taken steps to ensure that any vendors

receiving payment of prepetition claims will continue to operate on a postpetition basis in accordance with the terms of the Debtors' prepetition dealings with each Critical Vendor (the "Existing Trade Terms").

### **III. The Critical Vendors.**

13. The Debtors have identified the following critical vendors as of the date of this Motion:

- a. McLane Company Inc. (food vendor in Texas);
- b. Flowers Bakery (food vendor in Georgia) (together, the "Critical Vendors")

### **RELIEF REQUESTED**

14. By this Motion, the Debtors seek entry of an order (a) authorizing, but not directing, the Debtors to pay, in the ordinary course of business, undisputed, liquidated, prepetition amounts owing on account of claims held by Critical Vendors in an amount not to exceed \$1,500,000.00 and (b) granting related relief.

### **BASIS FOR RELIEF REQUESTED**

#### **I. The "Doctrine of Necessity" Permits the Payment of Critical Vendor Claims.**

15. Section 105(a) of the Bankruptcy Code provides that "[t]he court may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions" of the Bankruptcy Code. 11 U.S.C. § 105(a). Indeed, the purpose of section 105 is to ensure that the court has the power "to take whatever action is appropriate or necessary in aid of the exercise of their jurisdiction." 2 Collier on Bankruptcy ¶ 105.01 (16th ed. 2020).

16. Section 363(b)(1) of the Bankruptcy Code permits a debtor to use property of the estate outside of the ordinary course of business, following notice and a hearing, where such use is in the exercise of the sound business judgment of the debtor. See In re Filene's Basement,

LLC, No. 11-13511, 2014 WL 1713416, at \*12 (Bankr. D. Del. Apr. 29, 2014) ("Transactions under § 363 must be based upon the sound business judgment of the debtor or trustee.").

17. "[M]ost courts will allow [the payment of prepetition claims] under the 'doctrine of necessity,' if the debtor establishes that in its business judgment making such payments is critical to the survival of the debtor's business." In re Friedman's Inc., No. 09-10161 (CSS), 2011 Bankr. LEXIS 4500, at \*7 (Bankr. D. Del. Nov. 30, 2011). Indeed, numerous courts have recognized that it is appropriate to authorize the payment of prepetition obligations where necessary to protect and preserve the estate, including the going-concern value of an operating business. See, e.g., In re Tropical Sportswear Int'l Corp., 320 B.R. 15, 20 (Bankr. M.D. Fla. 2005); see also In re Universal Fin., Inc., 493 B.R. 735, 739–40 (Bankr. M.D. N.C. 2013); In re CoServ, L.L.C., 273 B.R. 487, 497 (Bankr. N.D. Tex. 2002); see also In re Ionosphere Clubs, Inc., 98 B.R. 174, 175 (Bankr. S.D.N.Y. 1989) ("The ability of a Bankruptcy Court to authorize the payment of pre-petition debt when such payment is needed to facilitate the rehabilitation of the debtor is not a novel concept."); Just for Feet, 242 B.R. at 824–25 (authorizing, under the "necessity of payment doctrine," the "payment of pre-petition claims" outside of plan because such claims were "essential to the continued operation of the debtor").

18. Even the Supreme Court of the United States recently explained, in *dicta*, the common practice of granting motions seeking to pay certain prepetition claims early in a chapter 11 case in order to "enable a successful reorganization and make even the disfavored creditors better off." See Czyzewski v. Jevic Holding Corp., 137 S. Ct. 973, 985 (2017) ("Courts, for example, have approved first-day wage orders that allow payment of employees' prepetition wages, *critical vendor orders that allow payment of essential suppliers' prepetition invoices* and roll-ups that allow lenders who continue financing the debtor to be paid first on their prepetition claims. In doing so, these courts have usually found that the distributions at issue would enable a

successful reorganization and make even the disfavored creditors better off.") (internal citations and quotation marks omitted) (emphasis added).

19. Here, the Critical Vendors are essential to the Debtors' ongoing operations and to maintain the value of the Debtors' estates as going concern for their creditors. The Debtors serve customers daily and need to maintain their relationships with these Critical Vendors in order to do so. If the Debtors miss even a single delivery from the Critical Vendors, it will jeopardize the Debtors' relationship with their retail customers and ultimately their reputation among consumers.

20. As explained in the Baker Declaration, the Debtors have been engaged in the operation of their franchise locations for many years and are acutely aware of the availability of the supplies necessary to operate their locations. As a practical matter, the Debtors must utilize vendors in compliance with requirements under their franchise agreements. Moreover, even if hypothetical other vendors were available, the Debtors' fresh food requirements dictate that they cannot afford the downtime required to locate, engage, and obtain approval of replacement vendors. For example, the Debtors do not purchase frozen beef or poultry. They receive fresh beef and poultry with use by dates that are typically 5–7 days from the date of delivery. The velocity of this inventory turnover does not allow for even a day of missed deliveries.

21. The Debtors further believe that certain of the Critical Vendors may be entitled to administrative priority pursuant to section 503(b)(9) of the Bankruptcy Code. To the extent that the Critical Vendors are entitled to administrative priority, the payment of such claims will not deplete the pool of assets generally available to other unsecured creditors.

22. Courts in this district have granted similar relief where the debtor's payment of critical vendors is essential to a successful chapter 11 case. See, e.g., In re Premier Cajun Kings, LLC, Case No. 23-00656 (DSC) (Bankr. N.D. Ala. Mar. 14, 2023) (Dkt. Nos. 57, 134)

(authorizing payments to critical vendors in quick service restaurant industry); In re FM Coal, LLC, et al., Case No. 20-02783 (TOM) (Bankr. N.D. Ala. Sept. 1, 2020) (Dkt. Nos. 46, 131) (authorizing payments to critical vendors); In re Bruno's Supermarkets, LLC, Case No. 09-00634 (BGC), (Bankr. N.D. Ala. Feb. 13, 2009) (Dkt. No. 117) (authorizing payments to prepetition vendors); In re Citation Corp., Case No. 0408130 (TOM), (Bankr. N.D. Ala. Sept. 20, 2004) (Dkt. No. 62) (authorizing payments to prepetition vendors).

23. For these reasons, it is imperative that the Debtors be permitted to pay their prepetition obligations to the Critical Vendors in order to maintain their ongoing operations and preserve the value of their estates.

#### **BANKRUPTCY RULE 6003 IS SATISFIED**

24. Bankruptcy Rule 6003(b) empowers a court to grant relief within the first 21 days after the Petition Date “to the extent that relief is necessary to avoid immediate and irreparable harm.” Fed R. Bankr. P. 6003. Payment of the Critical Vendor Claims is necessary to avoid immediate and irreparable harm to the Debtors’ ongoing operations, and therefore their estates and creditors. If the Debtors were to miss even a single delivery from their critical vendors, the Debtors’ businesses could be irreparably harmed, thereby damaging the Debtors’ relationships with their customers, reputation with consumers, and ultimately their ongoing operations. Moreover, if the Debtors’ Critical Vendors refuse to provide delivery on a go-forward basis, the Debtors would be unable to operate their businesses at all and ultimately would be forced to close. Accordingly, the Debtors meet the “immediate and irreparable harm” standard of Bankruptcy Rule 6003(b).

#### **REQUEST FOR BANKRUPTCY RULE 6004 WAIVERS**

25. The Debtors seek a waiver of (i) the notice requirements under Bankruptcy Rule 6004(a), and (ii) the stay of the order authorizing the use, sale, or lease of property under

Bankruptcy Rule 6004(h), to the extent they are applicable, because the relief requested herein is necessary to avoid immediate and irreparable harm.

### **RESERVATION OF RIGHTS**

26. Nothing contained herein is intended or should be construed as an admission as to the validity of any claim against the Debtors, a waiver of the Debtors' rights to dispute any claim, or an approval or assumption of any agreement, contract, or lease under Section 365 of the Bankruptcy Code. To the contrary, the Debtors expressly reserve their rights to contest any such claim. Likewise, if this Court grants the relief sought herein, any payment made pursuant to this Court's Order is not intended and should not be construed as an admission as to the validity of any claims, a waiver of the Debtors' rights to dispute such claim subsequently, or an admission that the entity paid is entitled to such payment by law.

### **PAYMENTS SUBJECT TO BUDGET**

27. Notwithstanding anything contained in the Motion, any payment authorized to be made by the Debtors pursuant to this Motion shall be subject to and consistent with the terms and conditions contained in any orders entered by this Court authorizing the use of cash collateral and any order authorizing postpetition financing, including compliance with any budget or cash flow forecast in connection therewith.

### **NOTICE**

28. The Debtors will provide notice of this Motion to: (a) the Office of the Bankruptcy Administrator for the Northern District of Alabama; (b) the holders of the forty (40) largest unsecured claims against the Debtors on a consolidated basis; (c) counsel to BKCI; (d) counsel to Wells Fargo Bank, National Association, as Administrative Agent for the Lender Group; (e) the United States Attorney's Office for the Northern District of Alabama; (f) the Internal Revenue Service; (g) the office of the Attorney General for the State of Alabama; (h) the



Securities and Exchange Commission; and (i) any party that has requested notice pursuant to Bankruptcy Rule 2002. The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

**WHEREFORE**, the Debtors respectfully request that the Court (i) enter the Proposed Order, substantially in the form attached hereto as Exhibit A, granting the relief sought herein; and (ii) grant such other and further relief as the Court may deem proper.

Dated: October 25, 2023  
Birmingham, Alabama

/s/ Jesse S. Vogtle, Jr.

Jesse S. Vogtle, Jr.  
Eric T. Ray  
HOLLAND & KNIGHT LLP  
1901 Sixth Avenue North, Suite 1400  
Birmingham, Alabama 35203  
Telephone: (205) 226-5700  
Facsimile: (205) 214-8787  
[jesse.vogtle@hkllaw.com](mailto:jesse.vogtle@hkllaw.com)  
[etray@hkllaw.com](mailto:etray@hkllaw.com)

*-and-*

COLE SCHOTZ P.C.

Gary H. Leibowitz\*  
Irving E. Walker\*  
H.C. Jones III\*  
J. Michael Pardoe\*  
COLE SCHOTZ PC  
1201 Wills Street, Suite 320  
Baltimore, MD 21231  
(410) 230-0660  
(410) 230-0667  
[gleibowitz@coleschotz.com](mailto:gleibowitz@coleschotz.com)  
[iwalker@coleschotz.com](mailto:iwalker@coleschotz.com)  
[hjones@coleschotz.com](mailto:hjones@coleschotz.com)  
[mpardoe@coleschotz.com](mailto:mpardoe@coleschotz.com)

*Proposed Attorneys for the Debtors and Debtors-in-Possession*

*\*pro hac vice admissions pending*

**EXHIBIT A**

**Proposed Interim Order**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF ALABAMA  
SOUTHERN DIVISION**

In re:

PREMIER KINGS, INC., *et al.*,<sup>1</sup>

Debtors.

(Chapter 11)

Case No. 23-02871 (TOM)

Joint Administration Requested

**INTERIM ORDER AUTHORIZING DEBTORS AND DEBTORS-IN-POSSESSION  
(I) TO PAY PREPETITION CLAIMS OF CERTAIN CRITICAL VENDORS  
AND (II) GRANTING RELATED RELIEF**

Upon consideration of the motion (the “Motion”)<sup>2</sup> of the Debtors for entry of an order (a) authorizing, but not directing, the Debtors to pay, in the ordinary course of business certain Critical Vendor Claims, and (b) granting related relief; and upon consideration of all pleadings related thereto, including the Baker Declaration; and it appearing that the Court has jurisdiction to consider the Motion in accordance with 28 U.S.C. §§ 157 and 1334; and it appearing that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and it appearing that venue of this proceeding and this Motion is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that the relief requested in the Motion is in the best interests of the Debtors, their estates, and their creditors; and after due deliberation and good and sufficient cause appearing therefor;

**IT IS HEREBY ORDERED THAT, ADJUDGED, AND DECREED THAT:**

1. The Motion is granted on an interim basis.

---

<sup>1</sup> The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification numbers, are: Premier Kings, Inc. (3932); Premier Kings of Georgia, Inc. (9797); and Premier Kings of North Alabama, LLC (9282). The Debtors’ address is 7078 Peachtree Industrial Blvd., Suite #800, Peachtree Corners, GA 30071. The Debtors have filed a motion for joint administration with the Court.

<sup>2</sup> All capitalized terms used but not defined herein shall have the meanings ascribed to them in the Motion.

2. The final hearing (the “Final Hearing”) on the Motion shall be held on \_\_\_\_\_, 2023, at \_\_:\_\_\_.m. (CST). Any objection or responses to entry of a final order on the Motion shall be filed on or before 4:00 p.m., CST, on \_\_\_\_\_, 2023, and shall be served on: (a) the Office of the Bankruptcy Administrator for the Northern District of Alabama; (b) the holders of the forty (40) largest unsecured claims against the Debtors on a consolidated basis; (c) counsel to BKCI; (d) counsel to Wells Fargo Bank, National Association, as Administrative Agent for the Lender Group; (e) the United States Attorney’s Office for the Northern District of Alabama; (f) the Internal Revenue Service; (g) the office of the Attorney General for the State of Alabama; (h) the Securities and Exchange Commission; and (i) any party that has requested notice pursuant to Bankruptcy Rule 2002. In the event no objections to entry of a final order on the Motion are timely received, this Court may enter such final order without need for the Final Hearing.

3. The Debtors are authorized, but not required, in their sole and absolute discretion and in the exercise of their business judgment, to pay the Critical Vendor Claims, subject to the conditions set forth in this Order.

4. The Debtors may, in their discretion, apply all payments of Critical Vendor Claims first to the Critical Vendor’s claims for goods received by the Debtors within 20 days prior to the Petition Date.

5. The Debtors are hereby authorized, but not directed, to obtain written verification before issuing payment to a Critical Vendor that such Critical Vendor will continue to provide goods and services to the Debtors on the Existing Trade Terms for the remaining term of the Critical Vendors’ agreement(s) with the Debtors or until the conclusion of these Chapter 11 Cases, whichever occurs first; provided, however, that the absence of such written verification will not limit the Debtors’ rights hereunder.

6. Nothing in the Motion or this Order, or the Debtors' payment of any claims pursuant to this Order, shall be deemed or construed (a) as an admission as to the validity of any claim or lien against the Debtors or their estates, (b) as a waiver of the Debtors' rights to dispute any claim or lien, (c) to prejudice any of the Debtors' rights to seek relief under any section of the Bankruptcy Code on account of any amounts owed or paid to any Critical Vendor, or (d) an assumption of any executory contract.

7. Notwithstanding anything contained in the Motion or this Interim Order, any payment authorized to be made by the Debtor's herein shall be subject to and consistent with the terms and conditions contained in any orders entered by this Court authorizing the use of cash collateral and any order authorizing postpetition financing (collectively, "Financing Order"), including compliance with any budget or cash flow forecast in connection therewith. To the extent there is any conflict between this Interim Order and a Financing Order, the terms of the Financing Order shall control.

8. The requirements of Bankruptcy Rule 6003(b) have been satisfied.

9. The requirements of Bankruptcy Rule 6004(a) are waived.

10. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

11. This Court shall retain jurisdiction over any and all matters arising from the interpretation or implementation of this Order.

Dated: \_\_\_\_\_, 2023  
Birmingham, Alabama

---

UNITED STATES BANKRUPTCY JUDGE

**EXHIBIT B**

**Proposed Final Order**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF ALABAMA  
SOUTHERN DIVISION**

In re:

PREMIER KINGS, INC., *et al.*,<sup>1</sup>  
  
Debtors.

(Chapter 11)

Case No. 23-02871 (TOM)

Joint Administration Requested

**FINAL ORDER AUTHORIZING DEBTORS AND DEBTORS-IN-POSSESSION  
(I) TO PAY PREPETITION CLAIMS OF CERTAIN CRITICAL VENDORS  
AND (II) GRANTING RELATED RELIEF**

Upon consideration of the motion (the “Motion”)<sup>2</sup> of the Debtors for entry of an order (a) authorizing, but not directing, the Debtors to pay, in the ordinary course of business certain Critical Vendor Claims, and (b) granting related relief; and upon consideration of all pleadings related thereto, including the Baker Declaration; and it appearing that the Court has jurisdiction to consider the Motion in accordance with 28 U.S.C. §§ 157 and 1334; and it appearing that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and it appearing that venue of this proceeding and this Motion is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that the relief requested in the Motion is in the best interests of the Debtors, their estates, and their creditors; and after due deliberation and good and sufficient cause appearing therefor;

**IT IS HEREBY ORDERED THAT, ADJUDGED, AND DECREED THAT:**

1. The Motion is granted on a final basis.

---

<sup>1</sup> The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification numbers, are: Premier Kings, Inc. (3932); Premier Kings of Georgia, Inc. (9797); and Premier Kings of North Alabama, LLC (9282). The Debtors’ address is 7078 Peachtree Industrial Blvd., Suite #800, Peachtree Corners, GA 30071. The Debtors have filed a motion for joint administration with the Court.

<sup>2</sup> All capitalized terms used but not defined herein shall have the meanings ascribed to them in the Motion.



2. The Debtors are authorized, but not required, in their sole and absolute discretion and in the exercise of their business judgment, to pay the Critical Vendor Claims in an amount not to exceed \$1,500,000.00 in the aggregate, subject to the conditions set forth in this Order.

3. The Debtors may, in their discretion, apply all payments of Critical Vendor Claims first to the Critical Vendor's claims for goods received by the Debtors within 20 days prior to the Petition Date.

4. The Debtors are hereby authorized, but not directed, to obtain written verification before issuing payment to a Critical Vendor that such Critical Vendor will continue to provide goods and services to the Debtors on the Existing Trade Terms for the remaining term of the Critical Vendors' agreement(s) with the Debtors or until the conclusion of these Chapter 11 Cases, whichever occurs first; provided, however, that the absence of such written verification will not limit the Debtors' rights hereunder.

5. Notwithstanding anything contained in the Motion or this Final Order, any payment authorized to be made by the Debtor's herein shall be subject to and consistent with the terms and conditions contained in any orders entered by this Court authorizing the use of cash collateral and any order authorizing postpetition financing (collectively, "Financing Order"), including compliance with any budget or cash flow forecast in connection therewith. To the extent there is any conflict between this Final Order and a Financing Order, the terms of the Financing Order shall control.

6. Nothing in the Motion or this Order, or the Debtors' payment of any claims pursuant to this Order, shall be deemed or construed (a) as an admission as to the validity of any claim or lien against the Debtors or their estates, (b) as a waiver of the Debtors' rights to dispute any claim or lien, (c) to prejudice any of the Debtors' rights to seek relief under any section of

the Bankruptcy Code on account of any amounts owed or paid to any Critical Vendor, or (d) an assumption of any executory contract.

7. Notwithstanding anything to the contrary contained herein, any payment made, authorization contained, or claim for which payment is authorized hereunder, shall be subject to any order approving debtor-in-possession financing and allowing use of cash collateral entered in these cases.

8. The requirements of Bankruptcy Rule 6003(b) have been satisfied.

9. The requirements of Bankruptcy Rule 6004(a) are waived.

10. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

11. This Court shall retain jurisdiction over any and all matters arising from the interpretation or implementation of this Order.

Dated: \_\_\_\_\_, 2023  
Birmingham, Alabama

---

UNITED STATES BANKRUPTCY JUDGE