

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF SOUTH CAROLINA

IN RE:	)	CASE NO. 18-05837-hb
	)	
CAFE HOLDINGS CORP., et al. <sup>1</sup>	)	CHAPTER 11
	)	
Debtors.	)	
	)	

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**OBJECTION OF OLD MILL STREAM, LLC; MRB, LLC; AND M&R INVESTORS, LLC TO THE DEBTORS’ MOTION FOR ENTRY OF INTERIM AND FINAL ORDERS (I) AUTHORIZING THE DEBTORS TO OBTAIN POSTPETITION FINANCING, (II) AUTHORIZING THE DEBTORS TO USE CASH COLLATERAL, (III) GRANTING LIENS AND PROVIDING SUPERPRIORITY ADMINISTRATIVE EXPENSE STATUS, (IV) GRANTING ADEQUATE PROTECTION TO THE PREPETITION LENDERS, (V) MODIFYING THE AUTOMATIC STAY, (VI) SCHEDULING A FINAL HEARING, AND (VII) GRANTING RELATED RELIEF**

NOW COME Old Mill Stream, LLC; MRB, LLC; and M&R Investors, LLC (the “Landlord Parties”) and object to the *Debtors’ Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to Obtain Postpetition Financing, (II) Authorizing the Debtors to Use Cash Collateral, (III) Granting Liens and Providing Superpriority Administrative Expense Status, (IV) Granting Adequate Protection to the Prepetition Lenders, (V) Modifying the Automatic Stay, (VI) Scheduling a Final Hearing, and (VII) Granting Related Relief* filed on November 16, 2018 (the “DIP Motion”) and represent as follows:

**BACKGROUND**

1. The Landlord Parties are lessors of real property under eight prepetition leases with the Debtors (the “Leases”), pursuant to which the Debtors lease restaurant space from the

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<sup>1</sup>The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number, are: Cafe Holdings Corp. (7910); Cafe Enterprises, Inc. (4946); CE Sportz LLC (2009); and CES Gastonia LLC (0863).

Landlord Parties at eight locations in North Carolina, South Carolina, and Georgia (the “Leased Premises”).<sup>1</sup>

2. Prior to the Petition Date, the Debtors defaulted under each of their Leases and, as a result, the Landlord Parties commenced eviction proceedings in each of the counties in which the Leased Premises are located (the “Eviction Proceedings”). As of November 12, 2018, the Landlord Parties were cumulatively owed at least \$1,673,146.74 by the Debtors in unpaid rent and related charges under the Leases.

3. The Debtors filed their voluntary petitions for relief under Chapter 11 of the United States Bankruptcy Code, 11 U.S.C. § 101 *et seq.* (the “Bankruptcy Code”)<sup>2</sup> on November 15, 2018 (the “Petition Date”), which, among other things, stayed the Eviction Proceedings.

4. On November 16, 2018, the Debtors filed the DIP Motion (Docket No. 15), pursuant to which the Debtors sought approval of, among other things: (a) postpetition financing provided by the Debtors’ prepetition secured lender and its affiliates (collectively, the “DIP Lender”) and (b) the Debtors grant of senior postpetition security interests and superpriority administrative expense status to the DIP Lender pursuant to §§ 364(c) and 364(d).

5. An initial hearing on the DIP Motion was held on an emergency basis on November 19 and 20, 2018. Following the initial hearing, on November 20, 2018, the Court entered an Interim Order (Docket No. 70) authorizing the requested DIP Facility in an interim

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<sup>1</sup> The Leased Premises include the Debtors’ restaurant space located at: (a) 2007 W. Lucas Street, Florence, SC 29501; (b) 1430 E. Main Street, Lincolnton, NC 28092; (c) 5 Spartan Lane, Asheville, NC 28806; (d) 206 Highway 515 E., Blairsville, GA 30512; (e) 464 North Belair Road, Evans, GA 30809; (f) 5051 Calhoun Memorial Highway, Easley, SC 29640; (g) 1925 Boiling Springs Road, Boiling Springs, SC 29316; and (h) 6750 Pottery Road, Spartanburg SC 29303.

<sup>2</sup> Subsequent references to the Bankruptcy Code are by section number only.

amount of \$1,000,000 and affording the Interim DIP Advances superiority status under §§ 363 and 364(c) and (d).<sup>1</sup>

6. The Interim DIP Advances were also, subject to certain exceptions set forth in the Interim Order, secured by liens on all of the Debtors' property, including, subject to entry of a final order, proceeds of Avoidance Actions brought pursuant to §§ 544, 545, 547, and 548 of the Bankruptcy Code or under applicable state law.

7. The Interim Order also authorized the Debtors to use Cash Collateral pursuant to the terms of a Budget attached to the Interim Order. The Budget includes monthly line items for December 2018 and January and February 2019 for payment of the Debtors' rent expenses.<sup>2</sup>

8. On November 28, 2018, the United States Trustee ("UST") appointed an Official Committee of Unsecured Creditors of the Debtors.

9. On November 30, 2018, the Debtors filed a motion seeking (a) approval of bidding and sale procedures in connection with the sale of substantially all of the Debtors' assets, (b) authorizing the assumption and assignment of certain of the Debtors' executory contracts and unexpired leases, and (c) authorizing the sale of the Debtors' assets free and clear of liens (Docket No. 106, the "Sale Motion").

10. As provided in the Sale Motion, the DIP Lender is the Debtors' stalking horse bidder and is seeking to credit bid its existing debt in order to purchase the Debtors' assets.

### **OBJECTION**

While the Landlord Parties recognize that the Debtors will require postpetition financing and the use of cash collateral in order to continue the Debtors' operations in advance of the sale

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<sup>1</sup> Capitalized terms not otherwise defined herein have the same meaning as in the Interim Order.

<sup>2</sup> The December 2018 rent budget is \$528,115, the January 2019 rent budget is \$452,600, and the February rent budget is \$

contemplated in the Sale Motion, the Landlord Parties believe that several of the provisions sought in the DIP Motion are unnecessarily overreaching to the detriment of unsecured creditors and therefore should not be included in a final order granting the DIP Motion. These provisions include: (1) a lack of inclusion in the Budget for funds to pay the “stub rent” for the period from the Petition Date through the end of November; (2) a potential grant of rights in the Leased Premises to the DIP Lender that exceed those of the Debtors; and (3) those issues related to overreaching liens on avoidance actions and superpriority administrative expense claims as raised by the UST in his objection to the DIP Motion.

**1. The Budget Does Not Include a Line Item for Payment of November Stub Rent.**

The Interim Order restricts the Debtors’ use of Cash Collateral to those uses as set forth in the Budget attached thereto. While the Budget includes monthly allowances for the Debtors’ payment of rent for December 2018 and January and February 2019,<sup>1</sup> there is no allowance for payment of postpetition “stub rent” for the period between the Petition Date and the end of November 2018.

While there is disagreement among various bankruptcy courts as to whether stub rent—the postpetition portion of the rent for the month in which a debtor files—is a postpetition or prepetition obligation, in what appears to be the only opinion addressing the issue in this District, the debtor was required to pay stub rent along with its other postpetition obligations. In *In re Sea Turtle Cinemas, Inc.*, 2010 Bankr. LEXIS 4636, 2010 WL 5173182 (Bankr. D.S.C. Sept. 27, 2010), Judge Duncan held that where the debtor was paying all of its other financial obligations, it should be required to pay its postpetition stub rent as well. *Sea Turtle Cinemas* at \*7 (copy attached as Exhibit 1). Judge Duncan looked to the fact that the debtor was paying numerous

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<sup>1</sup> The Landlord Parties acknowledge that they have received the December 2018 rent payments called for under the Leases.

obligations, including its attorneys' fees, postpetition rent, operating expenses, and certain prepetition claims necessary for the debtor's operations and found that the debtor should not be allowed to delay paying its landlord for the use of the landlord's property. *Id.*

The reasoning articulated in *Sea Turtle Cinemas* is similarly relevant here. The Debtors are proposing to use the funding provided by the DIP Lender—which, pursuant to the Sale Motion, is seeking to ultimately become the new owner of the Debtors' business—to pay a number of ongoing operating expenses, including the payment of some “critical” prepetition claims. There is no reason why the Landlord Parties should be disadvantaged and forced to wait on payment of their stub rent. As such, the final Budget should be amended to authorize the payment of stub rent to the Landlord Parties.

**2. The DIP Lender's Remedies with Respect to Any Collateral at the Leased Premises Should be Subject to the Terms of the Leases.**

The Landlord Parties also share the concern raised in the objection of STORE Master Funding, V, LLC, another of the Debtors' landlords, that the relief requested under the DIP Motion would provide the DIP Lender with rights to access the Leased Premises that exceed those rights granted to the Debtors pursuant to the applicable Leases. In recognition of this fact, any request for authority by the DIP Lender to enter the Leased Premises must be consistent with the terms of the Leases. Therefore, the Landlord Parties request that any final order on the DIP Motion include a requirement that the DIP Lender not exercise any remedies with respect to its collateral that are not permitted under the Leases.

**3. Incorporation of Arguments Raised by the UST and Other Parties.**

In addition to the issues raised above, the Landlord Parties also stand with the UST in his Objection to the DIP Motion filed on December 10, 2018 (Docket No. 185) with respect to the overreaching nature of (a) the liens granted on proceeds of Avoidance Actions, (b) the

superpriority administrative expense claims granted to the DIP Lender, and (c) the waiver of the Debtors' § 506(c) surcharge rights. As an unsecured creditor in these bankruptcy cases, the Landlord Parties share in the UST's concern that the subject provisions would benefit the DIP Lender at the complete expense of other creditors.

For example, as noted by the UST, the grant of liens on proceeds of and a superpriority claim over Avoidance Actions would defeat the underlying purpose of those recovery actions provided under Chapter 5 of the Bankruptcy Code, which were adopted for the purpose of providing equal distributions to unsecured creditors on a pro rata basis, and no justification has been articulated for breaking with the past precedent in this District in which liens on Avoidance Actions have not been granted to DIP lenders. Similarly, because the DIP Lender is both the secured lender and prospective purchaser of the Debtors, it would be improper to waive the Debtors' § 506(c) rights because, at this time, the DIP Lender stands to derive the greatest benefit from these bankruptcy cases; retention of the Debtors' § 506(c) rights would provide a safeguard that could, in the event circumstances merited exercising those rights, prevent a windfall to the DIP Lender at the expense of other parties.

The proposed scope of the DIP Lender's lien virtually ensures no recovery for unsecured creditors and otherwise begs the question as to why this Court should provide a forum for the disposition of the DIP Lender's collateral when the state court process is available and could yield a similar outcome, albeit at a slower pace. Similarly, the waiver of the estate's § 506(c) rights represents an inappropriate benefit to the DIP Lender for expenses it would otherwise be required to bear in the recovery of its collateral through the state court process.

Finally, the Landlord Parties reserve the right, after having the opportunity to review any additional objection(s) to the DIP Motion, to join in any other arguments raised in such additional objection(s).

**CONCLUSION**

While recognizing that postpetition financing appears to be necessary in order to allow the Debtors to continue to operate during the pendency of their Chapter 11 cases, the Landlord Parties pray that reasonable restrictions as to the provisions described above be imposed. As such, those provisions should be removed from any final order granting the DIP Motion.


Respectfully submitted,

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# EXHIBIT 1



 Neutral  
As of: December 10, 2018 3:49 PM Z

## In re Sea Turtle Cinemas, Inc.

United States Bankruptcy Court for the District of South Carolina

September 27, 2010, Decided; September 24, 2010, Filed

C/A No. 10-03259-DD, Chapter 11

### Reporter

2010 Bankr. LEXIS 4636 \*; 2010 WL 5173182

IN RE: Sea Turtle Cinemas, Inc., Debtor.

### Core Terms

lease, rent, Landlord, days, reorganization, obligations, stub, nonresidential, post-petition, expenses

### Case Summary

#### Procedural Posture

A Chapter 11 debtor filed a motion to extend time to assume or reject a nonresidential real property lease under 11 U.S.C.S. § 365. The receiver of the debtor's landlord filed a motion to require the debtor to pay post-petition rents. The receiver and a mortgage holder filed a motion to compel assumption or rejection of the lease and for relief from the automatic stay under 11 U.S.C.S. § 362(d). The court held a hearing on these matters.

#### Overview

The debtor operated a movie theater. Its primary asset was its lease. There were disputes as to whether an original or an amended lease governed and as to what amount of rent would cure the lease. The court extended the time to assume or reject the lease for 90 days and denied the motion to compel assumption or rejection. The lease was essential to the debtor's reorganization. The extension would afford the debtor time to seek a resolution of the issues of which lease governed and the amount of back rent required for cure. Next, the debtor had the ability to pay its post-petition rent owed from May 4 to May 31, 2010 ("**stub rent!**"). The debtor had paid numerous obligations it owed, and it had taken steps to decrease its expenses. Its expert indicated that it would have net cash flow at the end of the year. The debtor also had additional funds in a bank account that were uncommitted. The receiver and the holder had not shown a lack of adequate protection under § 362. The debtor was current on all financial obligations and had been paying rent; its expert

indicated that it would have net cash flow; and the debtor had made changes to enable it to become more profitable.

#### Outcome

The court extended the time to assume or reject the lease for 90 days and denied the motion to compel assumption or rejection. It denied the motion for relief from stay. It ordered the debtor to pay rent from May 4, 2010, to May 31, 2010.

### LexisNexis® Headnotes

Bankruptcy Law > Administrative Powers > Executory Contracts & Unexpired Leases > Rejections

[HN1\[↓\]](#) Executory Contracts & Unexpired Leases, Rejections

See 11 U.S.C.S. § 365(d)(4)(A).

Bankruptcy Law > Administrative Powers > Executory Contracts & Unexpired Leases > Time Limitations

[HN2\[↓\]](#) Executory Contracts & Unexpired Leases, Time Limitations

See 11 U.S.C.S. § 365(d)(4)(B)(i).

Bankruptcy Law > Administrative Powers > Executory Contracts & Unexpired Leases > General Overview

2010 Bankr. LEXIS 4636, \*4636

[HN3](#) Administrative Powers, Executory Contracts & Unexpired Leases

11 U.S.C.S. § 365(b)(1) states that if a debtor wishes to assume a lease, it must first cure any defaults under the lease and provide adequate assurance of future performance under the lease.

Bankruptcy Law > Administrative Powers > Executory Contracts & Unexpired Leases > General Overview

[HN4](#) Administrative Powers, Executory Contracts & Unexpired Leases

See 11 U.S.C.S. § 365(d)(3).

Bankruptcy Law > ... > Automatic Stay > Relief From Stay > General Overview

[HN5](#) Automatic Stay, Relief From Stay

See 11 U.S.C.S. § 362(d).

**Counsel:** [\*1] For Sea Turtle Cinemas, Inc., Debtor: Michael W. Mogil, Hilton Head Island, SC; Robert G. Sable, Law Office of Michael W. Mogil, PA, Hilton Head Island, SC.

For US Trustee's Office, U.S. Trustees: John Timothy Stack, Joseph F. Buzhardt, III, Office of the United States Trustee, Columbia, SC.

**Judges:** David R. Duncan, US Bankruptcy Judge.

**Opinion by:** David R. Duncan

## Opinion

### ORDER

THIS MATTER is before the Court: (1) for a continued hearing on Debtor's motion to extend time to assume or reject a nonresidential real property lease (docket #34), (2) for a continued hearing on the motion of Faison & Associates, LLC ("Faison"), the receiver of Debtor's landlord, to require Debtor to pay post-petition rents (docket #72), (3) for a hearing on Debtor's motion to further extend the time to assume or reject the same

nonresidential real property lease referenced above (docket #102), and (4) for a hearing on the motions of Faison and Wells Fargo, N.A., as Trustee, et al. ("Wells Fargo"), the holder of a mortgage encumbering the real property, to compel assumption or rejection of the lease and for relief from the automatic stay (docket #101). A hearing was held on these matters on September 17, 2010. Pursuant to *Fed. R. Civ. P. 52*, [\*2] made applicable to this proceeding by *Fed. R. Bankr. P. 7052* and *9014*, the Court makes the following Findings of Fact and Conclusions of Law.

### FINDINGS OF FACT

Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code on May 4, 2010. Sea Turtle Entertainment, LLC ("Landlord") is a limited liability company organized and existing in South Carolina. Landlord operates Berkley Place shopping center in Bluffton, South Carolina and leases space to, among other tenants, Debtor. Debtor is a corporation organized and existing under the laws of South Carolina. Debtor operates a 45,000 square foot, 12-screen movie theater which opened for business on November 16, 2005 and is the anchor of Berkley Place shopping center. Debtor's sole business pursuit is the operation of the movie theater; as a result, its primary, essential asset is its lease with Landlord. Landlord and Debtor are owned and managed by the same group of individuals and entities.

Debtor leased the premises on which it operates its business from Landlord in a lease executed on November 15, 2005. This original lease provided for a 15-year term at a rent of \$50,000 per month, equaling \$600,000 per year, plus [\*3] common area maintenance ("CAM"), taxes, and insurance. The lease contained an escalation clause. The original lease was signed by Lori Kaylor for both the landlord and the tenant. An amended lease was executed on June 29, 2007, contemporaneous with the closing of a business loan Debtor received from CIBC, Inc. This amended lease provided for rent in the amount of \$66,000 per month, equaling \$787,000 per year, plus CAM, taxes, and insurance, again with an escalation clause. Ms. Kaylor again signed for both the landlord and the tenant. There is a dispute between Debtor and Faison as to which lease is effective and controlling.

The Court heard extensive, though as yet not fully developed, testimony concerning the lease dispute and the accuracy of historic accounting for rental payments.

Debtor also presented income and expense projections for the theater from its business consultant, William Barbee. The testimony, subject to further development, reflects the ongoing dispute as to the amount of prepetition rent owed by Debtor to Landlord. Under one calculation, Debtor owes \$243,095.47, and by another calculation Debtor has overpaid Landlord by \$346,035.82. Faison suggests that many of the [\*4] ledger credits were not properly attributed to rent and that back rent of \$250,000 or more is due. The consultant presented a business projection for Debtor that reflects sufficient income to pay all expenses and satisfy pre-petition debt with a positive cash flow through at least 2016.

### CONCLUSIONS OF LAW

#### **I. Debtor's Motion to Further Extend Time to Assume or Reject Lease**

Debtor filed this Motion on August 20, 2010. Debtor's Motion requests that the time for Debtor to assume or reject its lease on its business premises be extended until November 30, 2010. Debtor's time to assume or reject this lease was previously extended to September 21, 2010 by an Order of this Court entered July 28, 2010.

11 U.S.C. § 365(d)(4)(A) provides:

HN1[↑] [A]n unexpired lease of nonresidential real property under which the debtor is the lessee shall be deemed rejected, and the trustee shall immediately surrender that nonresidential real property to the lessor, if the trustee does not assume or reject the unexpired lease by the earlier of—

- (i) the date that is 120 days after the date of the order for relief; or
- (ii) the date of the entry of an order confirming a plan.

11 U.S.C. § 365(d)(4)(B)(i) provides:

HN2[↑] The court may extend [\*5] the period determined under subparagraph (A), prior to the expiration of the 120-day period, for 90 days on the motion of the trustee or lessor for cause.

In the present case, Debtor filed its chapter 11 petition on May 4, 2010, and received an extension from this Court on July 28, 2010, which extended Debtor's time to assume or reject 20 days, to September 21, 2010. Debtor now requests that it be given an extension until

November 30, 2010, an extension of 70 additional days. This Court is authorized to extend Debtor's time to assume or reject a lease for a total of 90 days if the Court finds the debtor has shown cause for such an extension. 11 U.S.C. § 365(d)(4)(B)(i). Because Debtor has already received an extension of 20 days, 70 additional days is the maximum extension that the Court can now grant without prior written consent of Landlord. See 11 U.S.C. § 365(d)(4)(B)(ii).

HN3[↑] Section 365(b)(1) states that if a debtor wishes to assume a lease, it must first cure any defaults under the lease and provide adequate assurance of future performance under the lease. 11 U.S.C. § 365(b)(1). In the present case, Debtor argues that it has the ability to offer a confirmable plan and reorganize, and that [\*6] it should be given the opportunity to do so. This necessitates an extension of time to assume or reject the lease. The problem is two-fold. First, there is a dispute as to which lease governs and which must be assumed. Second, there is a dispute as to what would cure the lease. Because the lease is Debtor's primary asset, the lease is essential to Debtor's reorganization, and such reorganization would be impossible without it. Ms. Kaylor testified that numerous changes had recently been made to decrease Debtor's expenses, including raising ticket prices, changing certain suppliers, and decreasing her own salary by more than 50%. Debtor needs additional time to assess the impact of these changes. The Court finds that the time to assume or reject the lease should be extended 90 days pursuant to section 365(d)(4)(B)(i). This affords Debtor time to seek a resolution of the issues of which lease governs and the amount of back rent required for cure. Accordingly, Debtor's time to assume or reject the lease is extended to November 30, 2010. Debtor's Motion is granted, and Faison and Wells Fargo's Motion to Compel Assumption or Rejection of Lease is denied.

#### **II. Faison and Wells Fargo's Motion [\*7] Requiring Debtor to Pay Post-Petition Rents**

11 U.S.C. § 365(d)(3) provides in relevant part:

HN4[↑] The trustee shall timely perform all the obligations of the debtor, . . . arising from and after the order for relief under any unexpired lease of nonresidential real property, until such lease is assumed or rejected, . . . . The court may extend, for cause, the time for performance of any such obligation that arises within 60 days after the date of the order for relief, but the time for performance

shall not be extended beyond such 60-day period.

Faison and Wells Fargo argue that because Debtor is paying all of its other financial obligations, it should be required to pay the post-petition rent owed from May 4 to May 31 ("stub rent").

Throughout Debtor's bankruptcy proceeding, Debtor has paid numerous obligations it owed, including attorneys' fees, post-petition rent payments, operating expenses, and certain pre-petition claims relating to its license to screen films. Additionally, as discussed above, Debtor has taken several steps to decrease its expenses, and testimony from Debtor's expert indicated that Debtor will have net cash flow at the end of this year. Testimony also indicated that Debtor [\*8] has additional funds in a bank account that are currently uncommitted. As a result, the Court finds that Debtor has the current ability to pay its stub rent obligation. Debtor should not be allowed to further delay paying Landlord for the use of Debtor's primary asset, essential to Debtor's reorganization, while paying all its other obligations. Further, immediate payment of the stub rent will not affect Debtor's ability to reorganize, as the amount of stub rent owed, even under the higher rate set forth in the amended lease, is presently available to Debtor. The Motion to Require Debtor to Pay Post-Petition Rents is granted. Debtor must pay the stub rent owed, calculated pro rata at the rate set forth in the amended lease, within 15 days from the date of the entry of this Order.

**III. Faison and Wells Fargo's Motion for Relief from Stay**

11 U.S.C. § 362(d) provides in relevant part:

HNS[↑] On request of a party in interest and after notice and a hearing, the court shall grant relief from the stay . . . such as by terminating, annulling, modifying, or conditioning such stay—

(1) For cause, including the lack of adequate protection of an interest in property of such party in interest;

(2) With respect [\*9] to a stay of an act against property . . . if —

(A) The debtor does not have an equity in such property; and

(B) Such property is not necessary to an effective reorganization.

11 U.S.C. § 362(d)(1-2). Faison and Wells Fargo argue that these provisions are both satisfied, entitling them to

relief from the automatic stay under either provision. They first claim Debtor cannot perform its obligations under the lease and therefore they lack adequate protection. However, Debtor is current on all financial obligations and for several months has been paying the rent due under the amended lease. Additionally, testimony of Debtor's expert indicated that Debtor would have net cash flow for this and all future years. Finally, as stated above, Debtor has made several changes to its expenses to enable it to become more profitable. As a result, the Court finds that Faison and Wells Fargo have failed to show a lack of adequate protection.

Faison and Wells Fargo also claim that they are entitled to relief from the automatic stay under *section 362(d)(2)*. As discussed above, the testimony of Debtor and its expert suggest that Debtor does have the ability to successfully reorganize and is taking steps to [\*10] do so. Faison and Wells Fargo are not entitled to relief from the automatic stay under *section 362(d)(2)* because the property is necessary to an effective reorganization. The Motion for Relief from Stay is denied.

**CONCLUSION**

Debtor's time to assume or reject its lease is extended to November 30, 2010. Faison and Wells Fargo's Motion to Compel Assumption or Rejection of Lease and Motion for Relief from Stay are denied. Debtor must pay the stub rent it owes under the amended lease to Landlord within 15 days from the date of entry of this Order. Because the issue of the amount of pre-petition rent due has not been resolved, the deadline for filing proofs of claim is extended to December 1, 2010, as to Faison and Wells Fargo only.

**FILED BY THE COURT**

**09/24/2010**

/s/ David R. Duncan

David R. Duncan

US Bankruptcy Judge

District of South Carolina

Entered: 09/27/2010

**CERTIFICATE OF SERVICE**

I, David B. Wheeler, do hereby certify that on December 11, 2018, I served the below-named document upon the parties listed below by electronic mail:

**OBJECTION OF OLD MILL STREAM, LLC; MRB, LLC; AND M&R INVESTORS, LLC TO THE DEBTORS' MOTION FOR ENTRY OF INTERIM AND FINAL ORDERS (I) AUTHORIZING THE DEBTORS TO OBTAIN POSTPETITION FINANCING, (II) AUTHORIZING THE DEBTORS TO USE CASH COLLATERAL, (III) GRANTING LIENS AND PROVIDING SUPERPRIORITY ADMINISTRATIVE EXPENSE STATUS, (IV) GRANTING ADEQUATE PROTECTION TO THE PREPETITION LENDERS, (V) MODIFYING THE AUTOMATIC STAY, (VI) SCHEDULING A FINAL HEARING, AND (VII) GRANTING RELATED RELIEF**

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