FILED & JUDGMENT ENTERED
Christine F. Winchester

December 10 2025

Clerk, U.S. Bankruptcy Court
Western District of North Carolina

Ashley Austin Edwards
United States Bankruptcy Judge

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF NORTH CAROLINA
Shelby Division

In re: **Maple Ridge Property Owners Association, Inc.**,[1] Debtor.	Case Number: 25-40271 Chapter 11, Subchapter V

ORDER GRANTING DEBTOR'S EMERGENCY MOTION FOR AN ORDER (I) AUTHORIZING DEBTOR TO (A) CONTINUE TO USE EXISTING CASH MANAGEMENT SYSTEM, (B) MAINTAIN BANK ACCOUNTS AND CONTINUE USE OF EXISTING BUSINESS FORMS AND CHECKS, AND (C) HONOR CERTAIN RELATED PREPETITION AND POSTPETITION OBLIGATIONS; (II) DETERMINING COMPLIANCE WITH, OR GRANTING A WAIVER OF, THE REQUIREMENTS OF SECTION 345(b) OF THE BANKRUPTCY CODE; AND <u>(III) GRANTING RELATED RELIEF</u>

Upon *Debtor's Emergency Motion for an Order (I) Authorizing Debtor to (A) Continue to Use Existing Cash Management System, (B) Maintain Bank Accounts and Continue Use of Existing Business Forms and Checks, and (C) Honor Certain Related Prepetition and Postpetition*

[1] The last four digits of Debtor's tax identification number are 1171. Debtor's primary place of business is 747 Buffalo Creek Road, Lake Lure, North Carolina 28746.

Obligations; (II) Determining Compliance with, or Granting a Waiver of, the Requirements of Section 345(b) of the Bankruptcy Code; and (III) Granting Related Relief (the "Motion")[2] [ECF No. 5] filed by the above-captioned debtor and debtor-in-possession for entry of an order (the "Order") for authority, among other things, to maintain its existing Bank Accounts and to continue to use its existing Cash Management System and Business Forms and for a waiver of certain investment and deposit guidelines; the Court, having considered the Motion, finds that: (a) the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; (b) venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; (c) this matter is core pursuant to 28 U.S.C. § 157(b)(2); (d) the Court may enter a final order consistent with Article III of the United States Constitution; (e) notice of the Motion and the Hearing thereon was sufficient under the circumstances and no other or further notice need be provided; (f) the relief requested in the Motion is in the best interest of Debtor, its estate, its creditors and other parties in interest; and (g) upon a review of the record before the Court, including the legal and factual bases set forth in the Motion and the First Day Declaration and the statements made by counsel at the Hearing, and being otherwise fully advised in the premises, does for the reasons stated on the record of the Hearing, all of which are incorporated herein; and after due deliberation and sufficient cause appearing therefor, has determined that good and sufficient cause exists to grant the relief requested, it is hereby:

ORDERED THAT:

1. The Motion is granted, effective as of the Petition Date.

2. Debtor is authorized to maintain and use its existing Cash Management System, as more fully set forth in the Motion. In connection with the ongoing utilization of the Cash

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

Management System, Debtor shall continue to maintain strict records with respect to all transfers of cash so that all transactions may be readily ascertained, traced, recorded properly, and distinguished between prepetition and postpetition transactions.

3. Debtor is authorized to maintain and use its existing Bank Accounts which are identified on the schedule attached as **Exhibit B** to the Motion in the names and with the account numbers existing immediately prior to the Petition Date.

4. The Banks are authorized to continue to maintain, service, and administer the Bank Accounts as accounts of Debtor, as debtor in possession, without interruption and in the ordinary course of business consistent with past practice, and to receive, process, honor, and pay, to the extent of available funds, any and all checks, drafts, wires, credit card payments, and ACH transfers issued and drawn on the Bank Accounts after the Petition Date by the holders or makers thereof, as the case may be, and all such Banks are authorized to rely on Debtor's designation of any particular check or electronic payment requests as approved by this Order; *provided that*, subject to paragraph 5, Debtor shall only instruct or request any Bank to pay or honor any check, draft, or other payment item issued on a Bank Account prior to the Petition Date but presented to such Bank for payment after the Petition Date as authorized by an order of the Court.

5. The Banks are authorized to debit the Bank Accounts in the ordinary course of business, consistent with past practice, without the need for further order of this Court, for: (a) all checks drawn on the Bank Accounts that are cashed at such Bank's counters or exchanged for cashier's checks by the payees thereof prior to the Petition Date; (b) all checks, automated clearing house entries, and other items deposited or credited to one of the Bank Accounts with such Bank prior to the Petition Date that have been dishonored, reversed, or returned unpaid for any reason, together with any fees and costs in connection therewith, to the same extent Debtor

was responsible for such items prior to the Petition Date; and (c) all undisputed prepetition amounts outstanding as of the date hereof, if any, owed to any Bank as service charges for the maintenance of the Cash Management System.

6. Any existing deposit agreements between or among Debtor, the Banks, and other parties shall continue to govern the postpetition cash management relationship between Debtor and the Banks, and all of the provisions of such agreements, including, without limitation, the termination and fee provisions, rights, benefits, offset rights and remedies afforded under such agreements, shall remain in full force and effect unless otherwise ordered by the Court, and Debtor and the Banks may, without further order of this Court, agree to and implement changes to the Cash Management System and cash management procedures in the ordinary course of business, pursuant to the terms of those existing deposit agreements, including, without limitation, the opening and closing of bank accounts.

7. The Banks are authorized, without further order of this Court, to charge back to the appropriate accounts of Debtor any amounts resulting from returned checks or other returned items, including returned items that result from ACH transactions, wire transfers, or other electronic transfers of any kind, regardless of whether such returned items were deposited or transferred prepetition or postpetition and regardless of whether the returned items relate to prepetition or postpetition items or transfers.

8. Subject to the terms set forth herein, the Banks may rely upon the representations of Debtor with respect to whether any check, draft, wire, transfer, or other payment order drawn or issued by Debtor prior to the Petition Date should be honored pursuant to any order of this Court, and no such Bank shall have any liability to any party for relying on such representations by Debtor as provided for herein.

9. The Banks are further authorized to honor Debtor's directions with respect to the opening and closing of any Bank Account and accept and hold, or invest, Debtor's funds in accordance with Debtor's instructions; *provided that* the Banks shall not have any liability to any party for relying on such representations to the extent such reliance otherwise complies with applicable law.

10. Debtor is authorized, but not directed, to maintain and use its existing Corporate Credit Cards in the ordinary course of business consistent with prepetition practice, including honoring any outstanding obligations incurred related to the Corporate Credit Cards whether they arose prepetition or postpetition, subject to the limitations of this Order and any other applicable interim and/or final orders of this Court. Debtor is further authorized to continue to use the Corporate Credit Cards and related loan documents pursuant to which the obligations in respect of the Corporate Credit Cards are included as obligations thereunder. Any Bank may rely on the representations of Debtor with respect to its use of the Corporate Credit Cards, and such Bank shall not have any liability to any party for relying on such representations by Debtor as provided for herein.

11. Any existing agreements between or among Debtor and any bank in respect of the Corporate Credit Cards program shall continue to govern the postpetition relationship between Debtor and such bank, and all of the provisions of such agreements, including, without limitation, the termination and fee provisions, rights, benefits, offset rights and remedies afforded under such agreements, shall remain in full force and effect unless otherwise ordered by the Court, and Debtor and such bank may, without further order of this Court, agree to and implement changes related to the Corporate Credit Cards in the ordinary course of business, pursuant to the terms of those existing agreements.

12. Debtor is authorized, but not directed, to maintain and use its existing D&O Expense Program in the ordinary course of business consistent with prepetition practice, including honoring any outstanding obligations incurred as Corporate Expenses whether they arose prepetition or postpetition, subject to the limitations of this Order and any other applicable interim and/or final orders of this Court. The relevant directors and officers are further authorized to continue to rely on the D&O Expense Program and related documents and incur, submit, and be reimbursed for Corporate Expenses in accordance with prepetition, ordinary course practice. Any Bank may rely on the representations of Debtor with respect to its reimbursement of Corporate Expenses, and such Bank shall not have any liability to any party for relying on such representations by Debtor as provided for herein.

13. Debtor is authorized to pay all prepetition Processing Fees and Bank Fees and to continue to pay such Processing Fees and Bank Fees in the ordinary course of business postpetition.

14. Debtor shall retain the authority to close certain of its Bank Accounts and open new debtor-in-possession accounts, or otherwise make changes to its Cash Management System as it deems necessary to facilitate the Chapter 11 Case and operations. In the event that Debtor opens or closes any additional bank accounts, such opening or closing shall be timely indicated on Debtor's monthly operating reports and/or notice of such opening or closing shall be provided to the Bankruptcy Administrator three (3) days prior to such opening or closure.

15. Debtor is authorized to deposit funds in and withdraw funds from its Bank Accounts by all usual means including, but not limited to, checks, wire transfers, automated clearinghouse transfers, electronic funds transfers, and other debits and to treat the Bank Accounts for all purposes as debtor-in-possession accounts.

16. Debtor is authorized to continue to use its prepetition business forms, including, but not limited to, purchase orders, letterhead, envelopes, promotional materials, checks, and other business forms, substantially in the forms existing immediately prior to the Petition Date, without reference to Debtor's debtor-in-possession status.

17. The Banks maintaining Debtor's Bank Accounts that are listed on **Exhibit B** to the Motion, and any and all other financial institutions receiving or transferring funds from or to Debtor, are authorized and directed to cooperate with respect to Debtor's efforts to maintain and use its Cash Management System and accounts.

18. For purposes of this Order, Debtor is authorized to deposit funds in accordance with its established deposit practices in effect as of the commencement of this case, which practices are consistent with section 345(b) of the Bankruptcy Code.

19. The contents of the Motion satisfy the requirements of Bankruptcy Rule 6003(b).

20. The notice of the Motion satisfies the requirements of Bankruptcy Rule 6004(a).

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

22. Debtor is authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Motion.

23. The Court retains jurisdiction to hear and determine all matters arising from or relating to the interpretation or implementation of this Order.

24. Debtor is directed to serve this order upon (i) the Office of the Bankruptcy Administrator for the Western District of North Carolina; (iii) the Subchapter V trustee; (iv) the holders of the 20 largest claims against Debtor; (v) the Office of the United States Attorney for the Western District of North Carolina; (vi) the Internal Revenue Service; (vii) the Secretary of State

for the State of North Carolina; (viii) all statutory committees appointed in the case (if any); (ix) the Banks; and (x) all parties requesting notice under Bankruptcy Rule 2002.

This Order has been signed electronically.
The Judge’s signature and Court’s seal appear
at the top of the Order.

United States Bankruptcy Court