

forms in the ordinary course of business, and (iv) continue to perform intercompany transactions consistent with historical practice; (b) granting administrative expense status to postpetition intercompany balances;³ and (c) granting related relief. In addition, the Debtors request that the Court schedule a final hearing within approximately 25 days of the commencement of these chapter 11 cases to consider approval of this motion on a final basis.

Jurisdiction and Venue

2. The United States Bankruptcy Court for the District of Delaware (the “Court”) has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012. The Debtors confirm their consent, pursuant to rule 7008 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) and rule 9013-1(f) of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “Local Rules”), to the entry of a final order by the Court in connection with this motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

3. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

4. The bases for the relief requested herein are sections 105, 345, and 363 of title 11 of the United States Code (the “Bankruptcy Code”), Bankruptcy Rules 6003 and 6004, and Local Rules 2015-2 and 9013-1(m).

³ Because the Debtors engage in intercompany transactions (as further described below) on a regular basis, and because such transactions are common among similar enterprises, the Debtors believe the intercompany transactions are ordinary course transactions within the meaning of section 363(c)(1) of the Bankruptcy Code and, therefore, do not require the Court’s approval. Nonetheless, out of an abundance of caution, the Debtors are seeking express authority to engage in such transactions on a postpetition basis. The continued performance of the ordinary course intercompany transactions is necessary to ensure the Debtors’ ability to operate their business during these chapter 11 cases.

Background

5. The Debtors are one of the largest suppliers of rental production equipment and solutions in the world. Corporate, television, cinema, live music, hotel, and sports clients rely on the Debtors for their expansive inventory of equipment, deep expertise, global reach, and culture of service. The Debtors offer their clients three primary services: pure equipment rental, creation of equipment specified to the client's expectations through the use of internal support resources, and full-service consulting throughout the client's specific event or process. In addition, the Debtors provide custom LED installations for corporate clients, with displays designed to meet such clients' unique specifications. The Debtors and their affiliates operate in approximately 31 locations in North America and four locations in Europe, from which they are able to provide service and support to most of the world.

6. As of the date hereof (the "Petition Date"), each of the Debtors filed a petition with the Court under chapter 11 of the Bankruptcy Code. The Debtors continue to operate their businesses and manage their properties as debtors and debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. Concurrently with the filing of this motion, the Debtors have requested procedural consolidation and joint administration of these chapter 11 cases pursuant to Bankruptcy Rule 1015(b). No party has requested the appointment of a trustee or examiner in these chapter 11 cases, and no committees have been appointed or designated.

The Cash Management System

I. Overview.

7. In the ordinary course of their businesses, the Debtors maintain an integrated, centralized cash management system (the "Cash Management System"). The Cash Management System is comparable to the centralized cash management systems used by similarly situated companies to manage the cash of operating units in a cost-effective, efficient manner. The

Debtors use the Cash Management System in the ordinary course of their businesses to collect, transfer, and disburse funds generated from their operations and to facilitate cash monitoring, forecasting, and reporting. The Debtors' finance department maintains daily oversight over the Cash Management System and utilizes cash management controls for entering, processing, and releasing funds, including in connection with Intercompany Transactions (as defined below). The Debtors' accounting department regularly reconciles the Debtors' books and records to ensure that all transfers are accounted for properly.

II. Descriptions of the Cash Management System and Bank Accounts.

A. Debtor Bank Accounts.

8. As of the Petition Date, the Cash Management System is composed of 11 Debtor-owned and controlled bank accounts (each, a "Bank Account," and collectively, the "Bank Accounts"), each of which is identified on Exhibit 2 annexed to Exhibit A attached hereto.⁴ The Bank Accounts are primarily held at Bank of America, N.A. ("Bank of America"), with the remaining accounts held at the following banking institutions (together with Bank of America, collectively, the "Cash Management Banks"):

- four Bank Accounts maintained at either HSBC Bank USA, National Association or HSBC Bank Canada (collectively, "HSBC");
- one Bank Account maintained at EastWest Bank ("EastWest Bank"); and
- one Bank Account maintained at Silicon Valley Bank ("SVB").

9. As further illustrated on Exhibit 1 annexed to Exhibit A attached hereto, the Cash Management System is largely based around a concentration account (the "Concentration

⁴ Although the Cash Management System includes the 11 Bank Accounts as of the Petition Date, the Debtors may close existing accounts or open new accounts in the ordinary course, in compliance with the Interim Order, the Final Order, any order granting the Debtors' entry into a debtor-in-possession financing facilities (the "DIP Facilities," and any order granting such DIP Facilities, the "DIP Order"), and any documentation in connection with the DIP Facilities (collectively, the "DIP Documents"), as applicable.

Account”) maintained by Debtor VER Technologies, LLC (“VER Technologies”). The Cash Management System is organized to facilitate the seamless collection and disbursement of cash under the Debtors’ asset-based revolving credit facility (the “ABL Facility”), as described in further detail in the First Day Declaration.

i. Collection Process.

10. The Debtors’ cash earnings are primarily deposited into a depository account ending in (3607) maintained by VER Technologies at Bank of America (the “Depository Account”). The Debtors have historically received between \$500,000 and \$2 million a day in cash deposits and checks into the Depository Account, which amounts to approximately 75 percent of the Debtors’ daily receipts. The Debtors’ credit card sales are processed through a third-party processor, and the proceeds are deposited, net of any fees and chargebacks, into a depository account ending in (7282) maintained by VER Technologies at Bank of America (the “Credit Card Account”). The Debtors have historically received between approximately \$50,000 and \$100,000 a day in credit card sales in the Credit Card Account, which amounts to approximately 25 percent of the Debtors’ revenue. Each day, any balances in the Depository Account and the Credit Card Account are automatically transferred to Bank of America, as agent (the “ABL Agent”) under the ABL Facility, and are applied to the outstanding balance on the ABL Facility.

11. The Debtors also maintain a legacy depository account at EastWest Bank where certain domestic institutional customers deposit cash payments from time to time. In addition, Debtor Full Throttle Films, LLC (“Full Throttle”) maintains a depository account that functions, in part, as a collection account (together with the Depository Account and Credit Card Account, collectively, the “Collection Accounts”), which receives collections in Canadian dollars.

ii. Disbursement Process.

12. Each day, the Debtors make a request to the ABL Agent to transfer available funds under the ABL Facility—an amount determined by the then-applicable borrowing base—into the Concentration Account to fund disbursements being made that day. Amounts drawn are then used to satisfy certain third-party obligations or are transferred to the Debtors’ six disbursement accounts (collectively, the “Disbursement Accounts”).⁵ Funds transferred to the Disbursement Accounts are then used by the Debtors to satisfy obligations owing to landlords, vendors, employees, various taxing authorities, and certain other entities. The Disbursement Accounts include the following:

- The Debtors’ accounts payable account is maintained by VER Technologies at Bank of America (the “Accounts Payable Account”). Funds in the Accounts Payable Account are used to satisfy accounts payable payments by check.
- VER Technologies maintains three payroll accounts (collectively, the “Payroll Accounts”), to pay wages and salary, including amounts paid through The Ultimate Software Group, Inc., the Debtors’ payroll servicer, and 401K obligations and other compensation due to the Debtors’ employees.⁶
- Full Throttle maintains an operating account that functions, in part, as a disbursement account to pay Full Throttle’s third-party vendors (the “Full Throttle Account”). The account is maintained in Canadian dollars and allows for the disbursement to vendors in local currency.

13. After the Petition Date, the Debtors propose to continue using the Bank Accounts described above and in **Exhibit 2** annexed to **Exhibit A** attached hereto, subject to their right to open and close certain accounts in their discretion in the ordinary course, consistent with the DIP

⁵ Occasionally, funds are transferred to the Non-Debtor Subsidiary Accounts (as defined and discussed below).

⁶ The Debtors’ wage and employee benefit obligations are described more fully in the *Debtors’ Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Pay Prepetition Wages, Salaries, Other Compensation, and Reimbursable Expenses, and (B) Continue Employee Benefits Programs; and (II) Granting Related Relief*, filed contemporaneously herewith.

Order, the DIP Documents, the Interim Order, and the Final Order, as applicable. The following chart summarizes the roles of the Bank Accounts.

Bank Accounts	Account Description
<p>Concentration Account</p> <p><u>VER Technologies</u> Bank of America (3602)</p>	<p>The Debtors maintain one main concentration account at Bank of America, which serves as the Debtors' centralized operating account for the Cash Management System and provides funding for the other Bank Accounts. The Concentration Account is primarily funded through the Debtors' ABL Facility, and occasionally receives funds from the legacy depository account at EastWest Bank and the Non-Debtor Subsidiary Accounts (as defined below). Each day, the Debtors request available funds from the ABL Agent and the ABL Agent transfers funds into the Concentration Account. Then, the Debtors use the funds to pay certain third-party vendors or transfer the funds from the Concentration Account to other Bank Accounts, as needed. The transfer of funds from the Concentration Account occurs either automatically or manually depending on the account being funded.</p> <p>As of the Petition Date, the Concentration Account held a balance of approximately \$3.0 million.</p>
<p>Collection Accounts</p> <p><u>VER Technologies</u> Bank of America (3607) Bank of America (7282) EastWest Bank (8326)</p>	<p>The Collection Accounts are funded by the proceeds from the Debtors' operations. Funds from the Bank of America accounts ending in (3607) and (7282) are automatically applied to the outstanding balance under the Debtors' ABL Facility on a daily basis. Funds from the EastWest Bank account are manually transferred by the Debtors into the Concentration Account, as needed.</p>
<p>Accounts Payable Account</p> <p><u>VER Technologies</u> Bank of America (1186)</p>	<p>The Accounts Payable Account is funded by the Concentration Account, with amounts from this account used to satisfy accounts payable payments by check, automatic clearing house ("<u>ACH</u>") payments, wire transfers, or direct deposit, as applicable based on the vendor. The Accounts Payable Account is a zero-balance account. At the end of the day, any amounts remaining in the Accounts Payable Account are automatically sweep into the Concentration Account.</p>
<p>Payroll Accounts</p> <p><u>VER Technologies</u> Bank of America (7263) Bank of America (3621) Bank of America (5136)</p>	<p>VER Technologies maintains three Payroll Accounts, which are used to fund payroll and certain other employee-related obligations. The Payroll Accounts are funded from the Concentration Account and are zero-balance accounts. At the end of the day, any amounts remaining in the Payroll Accounts are automatically sweep back into the Concentration Account.</p>
<p>Operating Account</p> <p><u>Full Throttle</u> HSBC (0001)</p>	<p>Full Throttle maintains an operating account to fund everyday business expenses for its Canadian branch. The Full Throttle Account is generally funded by third-party receipts for Canadian customers, but also receives funding from the Concentration Account, on an as-needed basis. Funds from the Full Throttle Account are used to pay Full Throttle's third-party vendors and operational costs in local currency.</p>

Bank Accounts	Account Description
Inactive Account <u>VER Technologies</u> HSBC (8615)	VER Technologies maintains an account with HSBC that is mostly inactive, but still part of the Cash Management System.
Other Account <u>VER Finco</u> SVB (2102)	Debtor VER Finco, LLC maintains a Bank Account at SVB (the " <u>VER Finco Account</u> "). Although largely dormant, the account historically received funds from Catterton Partners VII Offshore, L.P. in connection with the Debtors' funded debt. Funds in the VER Finco Account are manually transferred from the account to the Concentration Account at the Debtors' discretion.

B. Non-Debtor Subsidiary Accounts.⁷

14. Certain non-Debtor subsidiaries maintain additional accounts, listed in **Exhibit 3** annexed to **Exhibit A** attached hereto (collectively, the "Non-Debtor Subsidiary Accounts"), in the ordinary course of their operations. The Non-Debtor Subsidiary Accounts are primarily funded by the proceeds of the non-Debtor subsidiaries' operations, but on rare occasions, additional funds have been transferred from the Debtors' Concentration Account to certain Non-Debtor Subsidiary Accounts, as needed. Generally, the Non-Debtor Subsidiary Accounts function as both collection and disbursement accounts. Funds are used to satisfy obligations owing to landlords, vendors, employees, various local taxing authorities, and certain other entity specific obligations. Excess funds are, from time to time, transferred from the Non-Debtor Subsidiary Accounts to the Concentration Accounts at the discretion of the non-Debtor subsidiaries, as necessary. In the ordinary course of business, the Cash Management System makes payments to, or creates an intercompany claim that may be settled in cash, as required, among the Debtors and certain non-Debtor subsidiaries pursuant to the Intercompany Transactions (as defined and described below).

⁷ The Non-Debtor Subsidiary Accounts (as defined herein) are not owned by the Debtors and, therefore, are not property of the Debtors' estates. Accordingly, the Debtors respectfully submit that Court authorization is not necessary for the continued maintenance of the Non-Debtor Subsidiary Accounts. Nonetheless, this motion provides information about the Non-Debtor Subsidiary Accounts in the interest of full disclosure.

C. Bank Fees.

15. The Debtors incur periodic service charges and other fees in connection with the maintenance of the Cash Management System (collectively, the “Bank Fees”), which fees and services are generally paid each month. The Debtors have historically incurred approximately \$20,000 per month in Bank Fees, which are generally debited at the end of each month from the respective Bank Account for which the Bank Fee was incurred. As of the Petition Date, the Debtors estimate that approximately \$20,000 in accrued and unpaid Bank Fees will be owed to the respective Cash Management Banks, approximately all of which will come due within 25 days following the Petition Date. Upon entry of, in accordance with, the DIP Order and the closing of the DIP ABL Facility (as defined in the DIP Order), the Bank Fees will be deemed secured obligations under the DIP ABL Facility. Accordingly, the Debtors seek permission to pay these Bank Fees and continue paying the Bank Fees on a postpetition basis consistent with past practice.

III. Compliance with the U.S. Trustee Guidelines and Section 345(b) of the Bankruptcy Code.

16. Pursuant to the Operating Guidelines and Reporting Requirements for Debtors in Possession and Trustees (the “U.S. Trustee Guidelines”), the Office of the United States Trustee for the District of Delaware (the “U.S. Trustee”), generally requires chapter 11 debtors to, among other things, deposit all estate funds into an account with an authorized depository that agrees to comply with the requirements of the U.S. Trustee’s office. The Debtors maintain Bank Accounts at Bank of America, HSBC Bank USA, N.A., HSBC Bank Canada, EastWest Bank, and SVB. Bank of America, HSBC Bank USA, N.A., EastWest Bank, and SVB are all authorized depositories; HSBC Bank Canada is not.

17. Although HSBC Bank Canada is not an authorized depository, it is a highly rated, global financial institution that is recognized as well capitalized and financially stable. Further, the principal basis for excluding this financial institution from compliance with the U.S. Trustee Guidelines is location—not financial soundness or stability. Because HSBC Bank Canada is based outside the United States, it is less likely to be identified as an authorized depository in the U.S. Trustee Guidelines. However, notwithstanding that HSBC Bank Canada has not qualified for “authorized depository” designation, the Debtors believe that HSBC Bank Canada is well positioned to continue to perform the depository and cash management functions for the Debtors during the chapter 11 cases. The Full Throttle Account, held at HSBC Bank Canada, is protected by the Canada Deposit Insurance Corporation (“CDIC”), the Canadian equivalent of Federal Deposit Insurance Corporation. Thus, the Debtors believe that any funds that are deposited in this Bank Account are secure. Further, requiring the Debtors to bond the Full Throttle Account, as contemplated by section 345(b) of the Bankruptcy Code (unless the court orders otherwise), would impose considerable costs on the Debtors and their estates and would hamper the Debtors’ already pressed liquidity needs. The Debtors respectfully request that the court waive section 345(b) and the U.S. Trustee Guidelines with respect to the Full Throttle Account.

18. As described above, the Debtors’ Cash Management System is critical to the ongoing stability of the Debtors’ business and transition into chapter 11. Requiring the Debtors to close the Full Throttle Account and transfer the funds to a designated authorized depository would place needless administrative burden on the Debtors that would unnecessarily divert the attention of the Debtors’ management at a critical junction in these chapter 11 cases. Therefore, the Debtors request that the Court authorize the Cash Management Banks to continue to maintain, service, and administer the Bank Accounts as accounts of the Debtors and Debtors in

possession, without interruption and in the ordinary course of business, notwithstanding that one of the banks is not an authorized depository institution in the District of Delaware. Further, the Debtors will work in good faith with the U.S. Trustee to resolve any concerns regarding the continued use of this account on a postpetition basis, so that the concerns underlying the U.S. Trustee Guidelines can be adequately addressed.

IV. Business Forms.

19. As part of the Cash Management System, the Debtors utilize various preprinted business forms in the ordinary course of business, including letterhead, checks, correspondence forms, invoices, and other business forms (collectively, the “Business Forms”). The Debtors also maintain books and records to document, among other things, their profits and expenses. To minimize unnecessary additional expenses to their estates, the Debtors request that the Court authorize their continued use of their Business Forms, as all such forms were in existence immediately before the Petition Date, without reference to the Debtors’ status as debtors in possession, rather than requiring the Debtors to incur the unnecessary expense, nuisance, and delay of ordering entirely new forms as required under the U.S. Trustee Guidelines. Once the Debtors have exhausted their existing supply of Business Forms, the Debtors will reorder Business Forms with the designation “Debtor in Possession” and the corresponding bankruptcy number on all such forms.

V. Intercompany Transactions.⁸

20. In the ordinary course of business, the Debtors have historically engaged in routine business relationships with each other and certain of their non-Debtor affiliates (collectively, the “Intercompany Transactions”), resulting in intercompany receivables and payables. At any given time, as a result of the Intercompany Transactions, there may be claims owing by one Debtor to another Debtor or non-Debtor affiliate (collectively, the “Intercompany Claims”). More specifically, in connection with the daily operation of the Cash Management System, funds from the Concentration Account are disbursed to Bank Accounts throughout the Cash Management System, including, on a rare occasion, the Non-Debtor Subsidiary Accounts. Similarly, funds are transferred from various Bank Accounts, including, for example, funds transferred from the VER Finco Account and the Full Throttle Account to the Concentration Account. These disbursements and transfers create Intercompany Claims between Debtors and certain non-Debtor affiliates. The Debtors have historically reflected Intercompany Claims as journal entry receivables and payables, as applicable, in the respective Debtor’s accounting system. The Debtors closely track all fund transfers in their respective accounting system and, therefore, can ascertain, trace, and account for all Intercompany Transactions.

21. The Intercompany Transactions are an essential component of the Debtors’ operations and centralized Cash Management System. More specifically, the Debtors engage in Intercompany Transactions to, among other things, facilitate operations on a daily basis, and fund other necessary operating expenses. The Intercompany Transactions are trackable, and the

⁸ This motion provides an overview of the Debtors’ typical Intercompany Transactions. The relief requested herein is applicable with respect to all Intercompany Transactions, and is not limited to those Intercompany Transactions described in this motion. To the extent that there are any outstanding prepetition obligations related to Intercompany Transactions not described herein, the Debtors, out of an abundance of caution, seek authority, but not direction, to honor such obligations.

Debtors intend to account for all postpetition Intercompany Transactions in accordance with past practice. Any interruption of the Intercompany Transactions would severely disrupt the Debtors' operations and result in great harm to the Debtors' estates and their stakeholders. Accordingly, the Debtors seek authority—and, to the extent applicable, relief from the automatic stay—to continue the Intercompany Transactions in the ordinary course of business on a postpetition basis, in a manner substantially consistent with the Debtors' past practice.

VI. The Purchase Card Program.

22. As part of the Cash Management System, the Debtors provide certain employees with credit cards (collectively, the "Purchase Cards") issued by Wells Fargo, N.A. ("Wells Fargo") pursuant to the terms and conditions of that certain WellsOne Commercial Card Agreement, dated on or around May 21, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "Card Agreement"), between Debtor Full Throttle and Wells Fargo (the "Purchase Card Program"). As of the Petition Date, approximately 450 employees have active Purchase Cards. The Purchase Cards are corporate guarantee cards for which the relevant employees do not have personal liability. The employees use the Purchase Cards for approved and legitimate business expenses, including business expenses related to travel, supplies incurred on behalf of the Debtors in the ordinary course of business, and certain third-party vendor obligations on a discretionary basis. The expenses incurred on the Purchase Cards are essential to the operation of the Debtors' business.

23. Historically, the Debtors have incurred approximately \$5.0 million per month in obligations on account of the Purchase Cards, but prior to the Petition Date, Wells Fargo reduced the Debtors' credit limit to \$1.0 million. In recent months, the Debtors have chosen to preserve liquidity and not pay off the entire outstanding balance of the Purchase Cards. As a result, as of

the Petition Date, the Debtors owe approximately \$500,000 in accrued but unpaid amounts on account of the Purchase Card Program. The Debtors therefore seek authority, but not direction, to pay any prepetition amounts related to the Purchase Cards, and to continue the Purchase Card Program in the ordinary course of business, subject to any terms and conditions thereof, on a postpetition basis consistent with past practice. Any disruption and to the Purchase Card Program resulting from unpaid balances would have a significant detrimental effect on the Debtors and their employees, potentially stranding employees away from home or forcing them to use their own money for business expenses. Upon entry of and in accordance with the DIP Order and the closing of the DIP ABL Facility, unpaid amounts on account of the Purchase Card Program will be deemed secured obligations under the DIP ABL Facility. Accordingly, payment and continued use of the Purchase Card Program will minimize disruption and ensure continuity benefitting the Debtors' estates.

VII. The Fuel Card Program.

24. In addition to the Purchase Cards, the Debtors provide certain employees with fuel cards (collectively, the "Fuel Cards") issued by Fleetcor Technologies, Inc. (the "Fuel Card Program"). The employees use the Fuel Cards to purchase fuel for company vehicles in the ordinary course of business. As of the Petition Date, 60 employees have active Fuel Cards. The Debtors must prepay the Fuel Cards on a monthly basis. Historically, the Debtors have prepaid approximately \$100,000 per month on account of the Fuel Cards. Because the Fuel Cards are prepaid, as of the Petition Date, there are no accrued and unpaid amounts on account of the Fuel Card Program. The Debtors seek authority to continue the Fuel Card Program in the ordinary course of business, subject to any terms and conditions thereof, on a postpetition basis consistent with past practice.

Basis for Relief

I. Maintaining the Existing Cash Management System Is Essential To the Debtors' Ongoing Operations and Restructuring Efforts.

25. The U.S. Trustee Guidelines require debtors in possession to, among other things: (a) establish one debtor in possession bank account for all estate monies required for the payment of taxes, including payroll taxes; (b) close all existing bank accounts and open new debtor in possession accounts; and (c) maintain a separate debtor in possession account for cash collateral. *See Region 3 Operating Guidelines for Chapter 11 Debtors and Trustees (rev. 2012)*. These requirements are designed to provide a clear line of demarcation between prepetition and postpetition claims and payments and help protect against the inadvertent payment of prepetition claims by preventing banks from honoring checks drawn before the Petition Date.

26. Considering, however, that the Debtors' business and financial affairs are complex and require the collection, disbursement, and movement of funds through the Debtors' 11 bank accounts, enforcement of these provisions of the U.S. Trustee Guidelines during these chapter 11 cases would severely disrupt the Debtors' operations. Accordingly, the Debtors respectfully request that the Court allow them to operate each of the Bank Accounts listed on **Exhibit 2** annexed to **Exhibit A** attached hereto, as they were maintained in the ordinary course of business before the Petition Date.

27. Continuation of the Cash Management System is permitted pursuant to section 363(c)(1) of the Bankruptcy Code, which authorizes the debtor in possession to "use property of the estate in the ordinary course of business without notice or a hearing." 11 U.S.C. § 363(c)(1). Additionally, courts in this and other districts have observed that use of an integrated cash management system "allows efficient utilization of cash resources and recognizes the impracticalities of maintaining separate cash accounts for the many different purposes that

require cash.” *In re Columbia Gas Sys., Inc.*, 136 B.R. 930, 934 (Bankr. D. Del. 1992), *aff’d in part and rev’d in part*, 997 F.2d 1039 (3d Cir. 1993). Courts in this district routinely allow debtors in large chapter 11 cases to maintain their existing cash management systems, and such relief generally is non-controversial. *See, e.g., In re Charming Charlie Holdings Inc.*, No. 17-12906 (CSS) (Bankr. D. Del. Jan. 10, 2018) (authorizing the debtors to continue using the cash management system maintained by the debtors prepetition); *In re GST Autoleather, Inc.*, No. 17-12100 (LLS) (Bankr. D. Del. Nov. 3, 2017) (same); *In re True Religion Apparel, Inc.*, No. 17-11460 (CSS) (Bankr. D. Del. July 31, 2017); *In re Dex Media, Inc.*, No. 16-11200 (KG) (Bankr. D. Del. May 16, 2016) (same); *In re Emerald Oil, Inc.*, No. 16-10704 (KG) (Bankr. D. Del. Mar. 23, 2016) (same).⁹

II. Maintaining the Existing Cash Management Systems Will Not Harm Parties in Interest.

28. Continued use of the Cash Management System will facilitate the Debtors’ transition into chapter 11 by, among other things, avoiding administrative inefficiencies and expenses associated with disrupting this system and minimizing delays in the payment of postpetition obligations.¹⁰ The Debtors respectfully submit that parties in interest will not be harmed by the Debtors’ maintenance of the Cash Management System, including maintenance of the Bank Accounts and the Intercompany Transactions, because the Debtors have implemented appropriate mechanisms to ensure that unauthorized payments will not be made on account of prepetition obligations.

⁹ Because of the voluminous nature of the orders cited herein, such orders have not been attached to this motion. Copies of these orders are available upon request to the Debtors’ proposed counsel.

¹⁰ Notwithstanding the Debtors’ use of a consolidated cash management system, the Debtors intend to calculate quarterly fees under 28 U.S.C. § 1930(a)(6) based on the disbursements of each Debtor, regardless of which entity pays those disbursements.

29. Specifically, with the assistance of their advisors, the Debtors have implemented internal control procedures that prohibit payments on account of prepetition debts without the prior approval of the Debtors' treasury department. In light of such protective measures, the Debtors submit that maintaining the Cash Management System is in the best interests of their estates and creditors.

III. Authorizing the Debtors to Continue Using Debit, Wire, Credit Card, and ACH Payments Is Warranted.

30. The Debtors request that the Court grant further relief from the U.S. Trustee Guidelines to the extent they require the Debtors to make all disbursements by check. In particular, the U.S. Trustee Guidelines require that all receipts and all disbursements of estate funds must be made by check with a notation representing the reason for the disbursement. In the ordinary course of business, the Debtors conduct transactions through ACH transfers and other similar methods. In addition, certain of the Debtors' receipts are received through wire transfer payments. If the Debtors' ability to conduct transactions by debit, wire, credit card, ACH transfer, or other similar methods is impaired, the Debtors may be unable to perform under certain contracts, their business operations may be unnecessarily disrupted, and their estates will incur additional costs.

IV. Authorizing the Cash Management Banks to Continue to Maintain, Service, and Administer the Bank Accounts in the Ordinary Course of Business Is Warranted.

31. As discussed above, implementing certain of the U.S. Trustee Guidelines would interrupt the Debtors' operations and impair the Debtors' efforts to preserve the value of their estates and reorganize in an efficient manner. Thus, the Debtors respectfully request that the Court authorize the Cash Management Banks to continue to maintain, service, and administer the Bank Accounts as accounts of the Debtors as debtors in possession, without interruption and in

the ordinary course of business. In this regard, the Cash Management Banks should be authorized to receive, process, honor, and pay any and all checks, ACH transfers, wires, credit card payments, and other instructions, and drafts payable through, drawn, or directed on such Bank Accounts after the Petition Date by holders, makers, or other parties entitled to issue instructions with respect thereto; *provided* that any check, draft, or other notification that the Debtors advise the Cash Management Banks to have been drawn, issued, or otherwise presented before the Petition Date may be honored by the Cash Management Banks only to the extent authorized by order of the Court.

32. The Debtors further request that the Court authorize the Cash Management Banks to accept and honor all representations from the Debtors as to which checks, drafts, wires, credit card payments, or ACH transfers should be honored or dishonored consistent with any order of the Court and governing law, whether such checks, drafts, wires, or ACH transfers are dated before, on, or subsequent to the Petition Date. The Debtors also request that, to the extent any of the Cash Management Banks honor a prepetition check or other item drawn on any Bank Account either at the direction of the Debtors or in a good-faith belief that the Court has authorized such prepetition check or item to be honored, such Cash Management Banks will not be deemed to be liable to the Debtors or to their estates on account of such prepetition check or other item honored postpetition. The Debtors respectfully submit that such relief is reasonable and appropriate because the Cash Management Banks are not in a position to independently verify or audit whether a particular item may be paid in accordance with a Court order or otherwise.

33. Moreover, the Debtors request that the Court authorize the Cash Management Banks to continue to charge the Debtors the Bank Fees, as applicable, in the ordinary course of

business. The Debtors further request that the Court order that, notwithstanding any financing order or other order of the Court to the contrary, liens, if any, on any of the Bank Accounts granted to creditors will not have priority over the Bank Fees of the Cash Management Banks (or the Cash Management Banks' claims and rights with respect to the Bank Fees).

34. Courts in this district have waived the U.S. Trustee Guidelines in operating chapter 11 cases with ongoing business operations and restructuring efforts. *See, e.g., In re Charming Charlie Holdings Inc.*, No. 17-12906 (CSS) (Bankr. D. Del. Jan. 10, 2018) (authorizing the debtors' continued use of existing bank accounts); *In re GST AutoLeather, Inc.*, No. 17-12100 (LLS) (Bankr. D. Del. Nov. 3, 2017) (same); *In re True Religion Apparel, Inc.*, No. 17-11460 (CSS) (Bankr. D. Del. July 31, 2017); (same); *In re TK Holdings Inc.*, No. 17-11375 (BLS) (Bankr. D. Del. June 27, 2017) (same); *In re Keystone Tube Co., LLC*, No. 17-11330 (LSS) (Bankr. D. Del. June 21, 2017) (same).¹¹

V. Cause Exists to Waive the U.S. Trustee Guidelines Regarding Authorized Depositories and section 345(b) of the Bankruptcy Code.

35. To the extent the Cash Management System does not strictly comply with the U.S. Trustee Guidelines and section 345 of the Bankruptcy Code, the Debtors seek a waiver of the deposit requirements set forth therein and the U.S. Trustee Guidelines. Section 345(a) of the Bankruptcy Code authorizes deposit or investment of money of estates, such as cash, as "will yield the maximum reasonable net return on such money, taking into account the safety of such deposit or investment." 11 U.S.C. § 345(a). For deposits that are not "insured or guaranteed by the United States or by a department, agency or instrumentality of the United States or backed by the full faith and credit of the United States," section 345(b) of the Bankruptcy Code provides

¹¹ Because of the voluminous nature of the orders cited herein, such orders have not been attached to this motion. Copies of these orders are available upon request to the Debtors' proposed counsel.

that the estate must require from the entity with which the money is deposited or invested a bond in favor of the United States secured by the undertaking of a corporate security, “unless the court for cause orders otherwise.” 11 U.S.C. § 345(b).

36. Courts may waive compliance with the Bankruptcy Code section 345 and the U.S. Trustee Guidelines for “cause.” In evaluating whether “cause” exists, courts have considered a number of factors, such as: (a) the sophistication of the debtor’s business; (b) the size of the debtor’s business operations; (c) the amount of the investments involved; (d) the bank rating (Moody’s and Standard & Poor) of the financial institution where the debtor in possession funds are held; (e) the complexity of the case; (f) the safeguards in place within the debtor’s own business for ensuring the safety of the funds; (g) the debtor’s ability to reorganize in the face of a failure of one or more of the financial institutions; (h) the benefit to the debtor; (i) the harm, if any, to the estate; and (j) the reasonableness of the debtor’s request for relief from section 346(b) requirements in light of the overall circumstances of the case. *See In re Serv. Merch. Co., Inc.*, 240 B.R. 894, 896 (Bankr. M.D. Tenn. 1999).

37. Here, “cause” exists because, among other things: (a) all of the Debtors’ Banks are highly rated, reputable banks that are subject to supervision by national banking regulators; (b) the Debtors retain the right to close accounts with the Banks and establish new bank accounts as needed; (c) requiring the Debtors to transfer the funds to a designated authorized depository would place needless administrative burden on the Debtors that would unnecessarily divert the attention of the Debtors’ management at a critical junction in these chapter 11 cases; and (d) the Debtors have determined in their business judgment that it is prudent and desirable to continue to utilize a Canadian account for their Canadian operations. On balance, the benefits of a waiver would far outweigh any potential harm to the estates from noncompliance with section 345(b).

38. Further, all but one of the Debtors' Bank Accounts are maintained at banks that are authorized depositories. Although HSBC Bank Canada is not designated as an authorized depository in the District of Delaware, the Debtors submit that it is a well-capitalized and financially-stable institution. HSBC Bank Canada is also covered by the CDIC, the Canadian equivalent of the Federal Deposit Insurance Corporation. Therefore, the Debtors submit that cause exists to waive the U.S. Trustee Guidelines and allow the Debtors to continue to maintain the Bank Accounts in the ordinary course of business.

VI. The Court Should Authorize the Debtors to Continue Using Their Existing Business Forms.

39. To avoid disruption of the Cash Management System and unnecessary expense, the Debtors request authorization to continue to use their existing business forms (including, without limitation, letterhead, checks, and other business forms) substantially in the form existing immediately before the Petition Date, without reference to their status as debtors in possession. The Debtors submit that parties in interest will not be prejudiced if the Debtors are authorized to continue to use their business forms substantially in the forms existing immediately before the Petition Date. Such parties will undoubtedly be aware of the Debtors' status as debtors in possession and, thus, changing business forms is unnecessary and would be unduly burdensome. In accordance with Local Rule 2015-2(a), once the Debtors have exhausted their existing supply of Business Forms, the Debtors will reorder Business Forms with the designation "Debtor in Possession" and the corresponding bankruptcy number on all such forms.

40. In other large chapter 11 cases, courts in this district have allowed debtors to use business forms that were printed prepetition without the "debtor in possession" label. *See, e.g., Charming Charlie Holdings Inc.*, No. 17-12906 (CSS) (Bankr. D. Del. Jan. 10, 2018) (authorizing debtors' continued use of preprinted business forms without a "Debtor in

Possession” marking until the supply is exhausted); *In re GST Autoleather, Inc.*, No. 17-12100 (LLS) (Bankr. D. Del. Nov. 3, 2017) (same); *In re Aerogroup Int’l, Inc.*, No. 1711962 (KJC) (Bankr. D. Del. Sept. 18, 2017) (same); *In re True Religion Apparel, Inc.*, No. 17-11460 (CSS) (Bankr. D. Del. July 31, 2017) (same); *In re TK Holdings Inc.*, No. 17-11375 (BLS) (Bankr. D. Del. June 27, 2017) (same).¹²

VII. The Court Should Authorize the Debtors to Continue Conducting Intercompany Transactions in the Ordinary Course and Grant Administrative Expense Status to Postpetition Intercompany Balances Between Debtors.

41. The Debtors’ funds move through the Cash Management System as described above. At any given time, there may be Intercompany Claims owing by one Debtor to another Debtor, by a non-Debtor affiliate to a Debtor, or by a Debtor to a non-Debtor affiliate. Intercompany Transactions are made between and among Debtor affiliates in the ordinary course as part of the Cash Management System. The Debtors track all fund transfers in their accounting system and can ascertain, trace, and account for all Intercompany Transactions previously described. The Debtors, moreover, will continue to maintain records of such Intercompany Transactions. If the Intercompany Transactions were to be discontinued, the Cash Management System and related administrative controls could be disrupted to the Debtors’ and their estates’ detriment. Because these transactions represent extensions of intercompany credit made in the ordinary course of business that are an essential component of the Cash Management System, the Debtors respectfully request the authority to continue conducting the Intercompany Transactions in the ordinary course of business without need for further Court order.

42. To ensure each individual Debtor will not, at the expense of its creditors, fund the operations of another entity, the Debtors respectfully request, pursuant to section 503(b)(1) of the

¹² Because of the voluminous nature of the orders cited herein, such orders have not been attached to this motion. Copies of these orders are available upon request to the Debtors’ proposed counsel.

Bankruptcy Code, that all postpetition payments between or among a Debtor and another Debtor on account of an intercompany transaction be accorded administrative expense status. This relief will ensure that each entity receiving payments from a Debtor will continue to bear ultimate repayment responsibility for such ordinary course transactions, thereby reducing the risk that these transactions would jeopardize the recoveries available to each Debtor's respective creditors.

43. Courts in this district have routinely granted administrative expense status to postpetition intercompany transfers in other large chapter 11 cases for similar reasons. *See, e.g., In re Charming Charlie Holdings Inc.*, No. 17-12906 (Bankr. D. Del. Jan. 10, 2018) (granting administrative expense status to intercompany claims); *In re GST Autoleather, Inc.*, No. 17-12100 (LSS) (Bankr. D. Del. Nov. 13, 2017) (same); *In re Aerogroup Int'l, Inc.*, No. 17-11962 (KJC) (Bankr. D. Del. Sept. 18, 2017) (same); *In re True Religion Apparel, Inc.*, No. 17-11460 (CSS) (Bankr. D. Del. July 31, 2017) (same); *In re TK Holdings Inc.*, No. 17-11375 (BLS) (Bankr. D. Del. June 27, 2017) (same).¹³

Processing of Checks and Electronic Fund Transfers Should Be Authorized

44. The Debtors have sufficient funds to pay the amounts described in this motion in the ordinary course of business by virtue of expected cash flows from ongoing business operations, debtor in possession financing, and anticipated access to cash collateral. In addition, under the Debtors' existing Cash Management System, the Debtors can readily identify checks or wire transfer requests as relating to an authorized payment made hereunder. Accordingly, the Debtors believe that checks or wire transfer requests, other than those relating to authorized payments, will not be honored inadvertently. Therefore, the Debtors respectfully request that the

¹³ Because of the voluminous nature of the orders cited herein, such orders have not been attached to this motion. Copies of these orders are available upon request to the Debtors' proposed counsel.

Court authorize all applicable financial institutions, when requested by the Debtors, to receive, process, honor, and pay any and all checks or wire transfer requests in respect of the relief requested in this motion.

The Requirements of Bankruptcy Rule 6003 Are Satisfied

45. Bankruptcy Rule 6003 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. For the reasons discussed herein, authorizing the Debtors to: (a) continue to operate the Cash Management System; (b) honor certain prepetition obligations related thereto; (c) maintain existing Business Forms; and (d) continue to perform Intercompany Transactions consistent with historical practice, as well as granting the other relief requested herein, is integral to the Debtors’ ability to transition their operations into these chapter 11 cases. Failure to receive such authorization and other relief during the first 21 days of these chapter 11 cases would severely disrupt the Debtors’ operations at this critical juncture. For the reasons discussed herein, the relief requested is necessary in order for the Debtors to operate their businesses in the ordinary course and preserve the ongoing value of the Debtors’ operations and maximize the value of their estates for the benefit of all stakeholders. Accordingly, the Debtors submit that they have satisfied the “immediate and irreparable harm” standard of Bankruptcy Rule 6003 to support granting the relief requested herein.

Reservation of Rights

46. Nothing contained herein is intended or shall be construed as: (a) an admission as to the validity of any claim against a Debtor entity; (b) a waiver of the Debtors’ right to dispute any claim on any grounds; (c) a promise or requirement to pay any claim; (d) an implication or admission that any particular claim is of a type specified or defined in this motion; (e) a request

or authorization to assume any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) a waiver or limitation of the Debtors' rights under the Bankruptcy Code or any other applicable law; or (g) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) satisfied pursuant to the motion are valid, and the Debtors expressly reserved their rights to contest the extent, validity, or perfection or seek avoidance of all such liens.

Waiver of Bankruptcy Rule 6004(a) and 6004(h)

47. To implement the foregoing successfully, the Debtors request that the Court enter an order providing that notice of the relief requested herein satisfies Bankruptcy Rule 6004(a) and that the Debtors have established cause to exclude such relief from the 14-day stay period under Bankruptcy Rule 6004(h).

Notice

48. The Debtors will provide notice of this motion to: (a) the Office of the United States Trustee for the District of Delaware; (b) the holders of the 30 largest unsecured claims against the Debtors (on a consolidated basis); (c) counsel to the agent under the Debtors' asset-based lending debtor-in-possession financing facility; (d) counsel to certain of the lenders under the Debtors' debtor-in-possession term loan facility; (e) counsel to the agent under the Debtors' debtor-in-possession term loan facility; (f) counsel to the agent under the Debtors' prepetition asset-based lending facility; (g) counsel to the agent under the Debtors' prepetition term loan facility; (h) counsel to the lender under Debtors' 12.0% subordinated notes; (i) counsel to the indenture trustee for the New FTF Inc. Note; (j) the United States Attorney's Office for the District of Delaware; (k) the Internal Revenue Service; (l) the office of the attorneys general for the states in which the Debtors operate; (m) the Cash Management Banks; and (n) any party that

has requested notice pursuant to Bankruptcy Rule 2002. As this motion is seeking “first day” relief, within two business days of the hearing on this motion, the Debtors will serve copies of this motion and any order entered in respect to this motion as required by Local Rule 9013-1(m). The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

No Prior Request

49. No prior request for the relief sought in this motion has been made to this or any other court.

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WHEREFORE, the Debtors respectfully request that the Court enter the Interim Order and Final Order granting the relief requested herein and such other relief as the Court deems appropriate under the circumstances.

Wilmington, Delaware
Dated: April 5, 2018

/s/ Domenic E. Pacitti

Domenic E. Pacitti (DE Bar No. 3989)

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Proposed Counsel to the Debtors

EXHIBIT A

Proposed Interim Order

Court for the District of Delaware, dated February 29, 2012; and that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Motion is granted on an interim basis as set forth herein.
2. The final hearing (the "Final Hearing") on the Motion shall be held on _____, 2018, at __:__ .m., prevailing Eastern Time. Any objections or responses to entry of a final order on the Motion shall be filed on or before 4:00 p.m., prevailing Eastern Time, on _____, 2018, and shall be served on: (a) the Debtors, VER Technologies HoldCo LLC., 757 West California Avenue, Building 4, Glendale, California 91203, Attn: Mick Gavin, and 909 Third Avenue, 30th Floor, New York, New York 10022, Attn: Lawrence Young; (b) proposed counsel to the Debtors, Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn: Joshua A. Sussberg, P.C. and Cristine Pirro, and Kirkland & Ellis LLP, 300 North LaSalle, Chicago, Illinois 60654, Attn: Ryan Blaine Bennett and Jamie R. Netznik; (c) proposed co-counsel to the Debtors, Klehr Harrison Harvey Branzburg LLP, 919 North Market Street, Suite 1000, Wilmington, Delaware 19801, Attn: Domenic E. Pacitti, and Klehr Harrison Harvey

Branzburg LLP, 1835 Market Street, Suite 1400, Philadelphia, Pennsylvania 19103, Attn: Morton Branzburg; (d) counsel to certain of the lenders under the Debtors' debtor-in-possession term loan facility, Morgan, Lewis & Bockius LLP, One Federal Street, Boston, Massachusetts, 02110-1726, Attn: Andrew Gallo and Christopher L. Carter; (e) counsel to the agent under the Debtors' debtor-in-possession term loan facility, Alston & Bird LLP, Bank of America Plaza, 101 South Tryon Street, Suite 4000, Charlotte, North Carolina 28280-4000, Attn: Jason J. Solomon; (f) counsel to the agent under the Debtors' prepetition asset-based lending facility and debtor-in-possession asset-based financing facility, Skadden, Arps, Slate, Meagher & Flom LLP, 4 Times Square, New York, New York 10036, Attn: Shana A. Elberg, and Skadden, Arps, Slate, Meagher & Flom LLP, 155 N. Wacker Drive, Chicago, Illinois 60606, Attn: Christopher M. Dressel; (g) counsel to the lender under the Debtors' 12.0% subordinated notes, King & Spalding LLP, 1185 Avenue of the Americas, New York, New York 10036, Attn: Jeffrey Pawlitz; (h) counsel to the indenture trustee for the New FTF Inc. Note, Robins Kaplan LLP, 2049 Century Park East, Suite 3400, Los Angeles, California 90067, Attn: Howard J. Weg and Michael T. Delaney; (i) counsel to any statutory committee appointed in these cases; and (j) the Office of The United States Trustee, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801, Attn: David Buchbinder, Esq. 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 directed, subject to the DIP Order, the DIP Documents, the DIP Budget (as defined in the DIP Order), and any and all claims created under the DIP Documents (collectively, the "DIP Claims"), to: (a) continue operating the Cash Management System, substantially as identified on Exhibit 1 attached hereto and as described in

the Motion; (b) honor their prepetition obligations related thereto; (c) maintain existing Business Forms; and (d) continue to perform Intercompany Transactions consistent with historical practice.

4. The Debtors are further authorized, but not directed, to: (a) continue to use, with the same account numbers, the Bank Accounts in existence as of the Petition Date, including those accounts identified on **Exhibit 2** attached hereto, and need not comply with certain guidelines relating to bank accounts set forth in the U.S. Trustee Guidelines; (b) use, in their present form, all preprinted correspondence and Business Forms (including checks and letterhead) without reference to the Debtors' status as debtors in possession; (c) treat the Bank Accounts for all purposes as accounts of the Debtors as debtors in possession; (d) deposit funds in and withdraw funds from the Bank Accounts by all usual means, including checks, wire transfers, and other debits; (e) pay the Bank Fees (including any prepetition amounts); and (f) pay any ordinary course Bank Fees incurred in connection with the Bank Accounts, and to otherwise perform their obligations under the documents governing the Bank Accounts; *provided* that once the Debtors' preprinted correspondence, Business Forms (including letterhead) and existing checks have been used, the Debtors shall, when reordering, require the designation "Debtor in Possession" and the corresponding bankruptcy case number on all such documents.

5. The Cash Management Banks are authorized, but not obligated or directed, to continue to maintain, service, and administer the Bank Accounts as accounts of the Debtors as debtors in possession, without interruption and in the ordinary course, 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, presented, or drawn on the Bank Accounts after the Petition Date by the holders, makers, or payors thereof, as the case may be. Those certain

existing deposit agreements between the Debtors and the Cash Management Banks shall continue to govern the postpetition cash management relationship between the Debtors and the Cash Management Banks, and all the provisions of such agreements, including, without limitation, the termination and fee provisions, and any provisions relating to the offset or charge-back rights, shall remain in full force and effect; *provided, however*, that the Debtors and the Cash Management Banks may, without further order of this Court, agree to and implement changes to the Cash Management System and procedures related thereto in the ordinary course of business, including the closing of Bank Accounts or the opening of new bank accounts, subject to (in the case of the Debtors) the reasonable consent of the Required Lenders under the DIP Term Loan Facility and the DIP ABL Agent (all as defined in the DIP Order or the DIP Documents, as applicable).

6. The Debtors are authorized to continue to use the Commercial Card Program under the WellsOne Commercial Card Agreement, dated on or around May 21, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the “Card Agreement”), between Debtor Full Throttle Films, LLC and Wells Fargo Bank, N.A. (“Wells Fargo”), subject to the terms and conditions thereof. Wells Fargo is authorized to make advances from time to time to such Debtor with a maximum exposure at any time of up to \$1,000,000.00. All prepetition charges and fees are authorized to be paid. Subject to the provisions of the DIP Order, including the Carve Out (as defined in the DIP Order) and the challenge rights of parties-in-interest as set forth therein, Wells Fargo has and shall continue to have a valid and perfected, non-avoidable first-priority lien in such collateral and any proceeds thereof. To satisfy the requirement that Wells Fargo continue to have a valid and perfected, non-avoidable first-priority lien in such collateral and any proceeds thereof, Debtor Full Throttle

Films, LLC grants Wells Fargo a priming lien and security interest pursuant to Bankruptcy Code section 364(d)(1) with respect such collateral; *provided* that such grant shall be subject to the provisions of the DIP Order, including but not limited to the Carve-Out.

7. Immediately upon entry of this Interim Order, each of the Cash Management Banks at which Bank Accounts that are subject to automatic transfers, or “sweeps,” as part of the Cash Management System, is authorized, but not obligated or directed, without further order of this Court, to recommence such transfers or sweeps without regard to whether the funds swept and/or transferred include funds deposited prior to the Petition Date; *provided* that such authorization shall be subject to the provisions of the DIP Order.

8. The Debtors are authorized to continue using the Fuel Cards and the Fuel Card Program and to pay any prepetition amounts in connection therewith.

9. The relief granted in this Interim Order is extended to any new bank account opened by the Debtors after the date hereof, which account shall be deemed a Bank Account, and to the bank at which such account is opened, which bank shall be deemed a Cash Management Bank. As required herein, to the extent the Debtors open a new bank account, they shall provide notice to the U.S. Trustee and counsel to any official statutory committee appointed in these chapter 11 cases and any new bank account shall be opened at an authorized depository.

10. All banks, including the Cash Management Banks, provided with notice of this Interim Order maintaining any of the Bank Accounts, shall not honor or pay any bank payments drawn on the listed Bank Accounts or otherwise issued before the Petition Date, for which the Debtors specifically issue stop payment orders in accordance with the documents governing such Bank Accounts.

11. In the course of providing cash management services to the Debtors, the Cash Management Banks are authorized, without further order of this Court, to deduct the applicable prepetition and postpetition fees (including any Bank Fees) from the appropriate Bank Accounts.

12. Notwithstanding any other provision of this Interim Order, any bank, including the Cash Management Banks, may rely upon the representations of the Debtors with respect to whether any check, draft, wire, or other transfer drawn or issued by the Debtors prior to, on, or after the Petition Date should be honored pursuant to any order of this Court, and no bank shall have liability to any party for relying on such representations, and no bank that honors a prepetition check or other item drawn on any account that is the subject of this Interim Order (a) at the direction of the Debtors, (b) or in a good-faith belief that this Court has authorized such prepetition check or item to be honored, or (c) as a result of a mistake despite implementation of customary handling procedures shall not be deemed to be, nor shall be, liable to the Debtors, their estates, or any other party on account of such prepetition check or other item being honored postpetition, or otherwise deemed to be in violation of this Interim Order.

13. Any bank, including the Cash Management Banks, are further authorized, but not directed, to: (a) honor the Debtors' directions with respect to the opening and closing of any Bank Account; and (b) accept and hold, or invest, the Debtors' funds in accordance with the Debtors' instructions; *provided* that the Cash Management Banks shall not have any liability to any party for relying on such representations to the extent such reliance otherwise complies with applicable law.

14. The Debtors are authorized, subject to the DIP Order and the DIP Documents, to: (a) open any new bank accounts (including the DIP Collateral Account (as defined in the DIP Order)) or close any existing Bank Accounts; and (b) enter into any ancillary agreements,

including new deposit account control agreements, related to the foregoing, as they may deem necessary and appropriate; *provided* that the Debtors give notice within 15 days thereafter to the Office of the United States Trustee for the District of Delaware and any statutory committees appointed in these chapter 11 cases; *provided, further*, that the Debtors shall open any such new Bank Account at banks that have executed a Uniform Depository Agreement with the Office of the United States Trustee for the District of Delaware, or at such banks that are willing to immediately execute such an agreement.

15. The requirement to establish separate accounts for cash collateral and/or tax payments is hereby waived, except as required by the DIP Order or the DIP Documents, as applicable.

16. Notwithstanding anything to the contrary set forth herein, subject to the DIP Order, the DIP Documents, the DIP Budget, the DIP Claims, and any further order of this Court, the Debtors are authorized to continue Intercompany Transactions arising from or related to the operation of their businesses in the ordinary course on a postpetition basis; *provided* that the Debtors shall maintain accurate and detailed records of all such transfers and transactions, including the Intercompany Transactions, consistent with past practice; *provided, further*, that the Debtors shall not transfer funds from any Bank Account to a Non-Debtor Subsidiary Account without the prior written consent of the DIP ABL Agent and the DIP Term Agent (each as defined in the DIP Order), which consent shall not be unreasonably withheld in the case of the transfer of funds to a Non-Debtor Subsidiary Account in the ordinary course of business.

17. All postpetition payments from a Debtor to another Debtor or from a Debtor to a non-Debtor affiliate under any postpetition Intercompany Transactions authorized hereunder are hereby accorded administrative expense status under section 503(b) of the Bankruptcy Code (it

being understood that any such claims shall be junior to the DIP Claims and any other superpriority claim granted in the DIP Order and the Carve Out (as defined in the DIP Order) in accordance with the DIP Order and the DIP Documents). The automatic stay shall be modified solely to the extent required to enable the Debtors to continue the Intercompany Transactions.

18. Nothing contained in the Motion or this Interim Order shall be construed to: (a) create or perfect, in favor of any person or entity, any interest in cash of a Debtor that did not exist as of the Petition Date; or (b) alter or impair any security interest or perfection thereof, in favor of any person or entity, that existed as of the Petition Date.

19. Section 345 of the Bankruptcy Code and any provision of the U.S. Trustee Guidelines requiring that the Bank Accounts be U.S. Trustee authorized depositories is waived with respect to HSBC Bank Canada.

20. For banks at which the Debtors hold Bank Accounts that are party to a Uniform Depository Agreement with the Office of the United States Trustee for the District of Delaware, within 30 days of the date of entry of this Interim Order the Debtors shall: (a) contact each bank; (b) provide the bank with each of the Debtors' employer identification numbers; and (c) identify each of their bank accounts held at such banks as being held by a debtor in possession in a bankruptcy case, and provide the case number.

21. Notwithstanding the Debtors' use of a consolidated Cash Management System, the Debtors shall calculate quarterly fees under 28 U.S.C. § 1930(a)(6) based on the disbursements of each Debtor, regardless of which entity pays those disbursements.

22. Notwithstanding the relief granted in this Interim Order and any actions taken pursuant to such relief, nothing in this Interim Order shall be deemed: (a) an admission as to the validity of any claim against a Debtor entity; (b) a waiver of the Debtors' right to dispute any

claim on any grounds; (c) a promise or requirement to pay any claim; (d) an implication or admission that any particular claim is of a type specified or defined in this Interim Order or the Motion; (e) a request or authorization to assume any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) a waiver or limitation of the Debtors' rights under the Bankruptcy Code or any other applicable law; or (g) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) satisfied pursuant to the Motion are valid, and, subject to the DIP Order, the Debtors expressly reserved their rights to contest the extent, validity, or perfection or seek avoidance of all such liens.

23. The banks and financial institutions on which checks were drawn or electronic payment requests made in payment of the prepetition obligations approved herein are authorized to receive, process, honor, and pay all such checks and electronic payment requests when presented for payment, and all such banks and financial institutions are authorized to rely on the Debtors' designation of any particular check or electronic payment request as approved by this Interim Order.

24. Notwithstanding anything in the Motion or this Interim Order to the contrary, any payment made by the Debtors pursuant to the authority granted herein, as well as the exercise of any and all other rights and authorizations granted or approved hereunder, shall be subject in all respects to the DIP Order, the DIP Documents, and the DIP Budget, as applicable.

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

26. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

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

28. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Interim Order in accordance with the Motion.

29. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Interim Order.

Dated: _____, 2018
Wilmington, Delaware

THE HONORABLE
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT 1

Cash Management System Schematic

**VER Technologies HoldCo, LLC
Cash Management System Schematic**

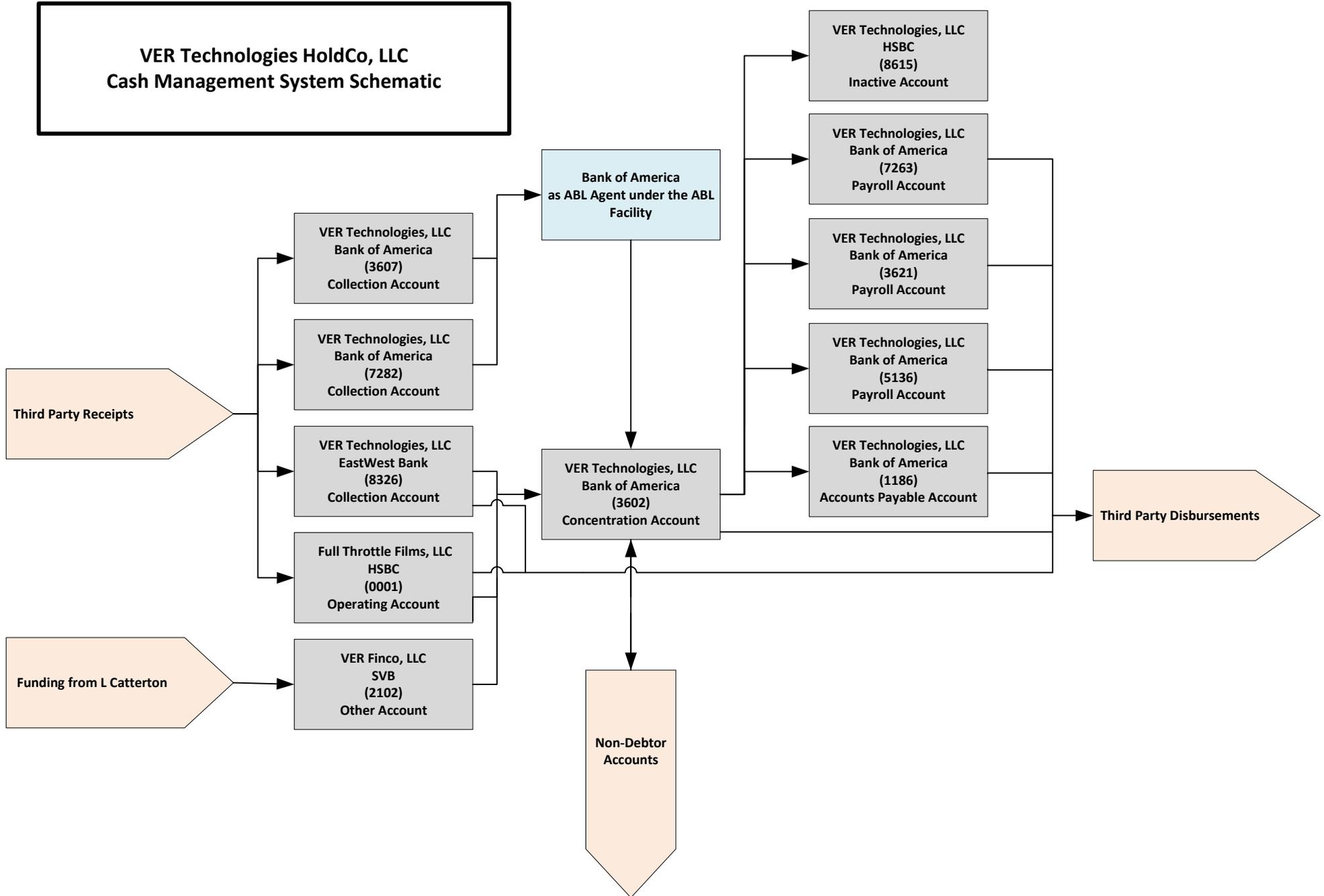


EXHIBIT 2**Debtor Bank Accounts**

	Entity	Bank Name	Account Type	Last 4 Digits of Account No.
1	Full Throttle Films, LLC	HSBC Bank Canada	Operating	0001
2	VER Finco, LLC	Silicon Valley Bank	Other	2102
3	VER Technologies, LLC	Bank of America, N.A.	Concentration	3602
4	VER Technologies, LLC	Bank of America, N.A.	Collection	3607
5	VER Technologies, LLC	Bank of America, N.A.	Collection	7282
6	VER Technologies, LLC	EastWest Bank	Collection	8326
7	VER Technologies, LLC	HSBC Bank USA, N.A.	Inactive	8615
8	VER Technologies, LLC	Bank of America, N.A.	Accounts Payable	1186
9	VER Technologies, LLC	Bank of America, N.A.	Payroll	7263
10	VER Technologies, LLC	Bank of America, N.A.	Payroll	3621
11	VER Technologies, LLC	Bank of America, N.A.	Payroll	5136

EXHIBIT 3**Non-Debtor Bank Accounts**

	Entity	Bank Name	Last 4 Digits of Account No.
1	Aurora Lighting Hire, Ltd.	Bank of America	1012
2	FAAST Equipment Leasing LLC	Bank of Ireland	0450
3	Maxwell Bay LLC	Bank of America	3206
4	VER Advantage Sociedade Unipessoal Limitada	HSBC	9101
5	VER Advantage Sociedade Unipessoal Limitada	HSBC	9001
6	VER Flex Solutions, LLC	Bank of America	7502
7	VER Flex Solutions, LLC	Bank of America	4783
8	VER Flex Solutions, LLC	Bank of America	7692
9	VER GmbH	Bank of America	8013
10	VER GmbH	Bank of America	9011
11	VER GmbH	Kasseler Sparkasse	3556
12	VER Holland B.V.	Bank of America	9017
13	Verrents UK Limited	Bank of America	7017
14	Video Design Limited	National Westminster Bank	4073

EXHIBIT B

Proposed Final Order

Court for the District of Delaware, dated February 29, 2012; and that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Motion is granted on a final basis as set forth herein.
2. The Debtors are authorized, but not directed, to: (a) continue operating the Cash Management System, substantially as identified on **Exhibit 1** attached to the Interim Order and as described in the Motion; (b) honor their prepetition obligations related thereto; (c) maintain existing Business Forms; and (d) continue to perform Intercompany Transactions consistent with historical practice.
3. The Debtors are further authorized, but not directed, subject to the DIP Order, the DIP Documents, the DIP Budget (as defined in the DIP Order), and any and all claims created under the DIP Documents (collectively, the "DIP Claims"), to: (a) continue to use, with the same account numbers, the Bank Accounts in existence as of the Petition Date, including those accounts identified on **Exhibit 2** attached to the Interim Order and need not comply with certain guidelines relating to bank accounts set forth in the U.S. Trustee Operating

Guidelines; (b) use, in their present form, all preprinted correspondence and Business Forms (including letterhead) without reference to the Debtors' status as debtors in possession; (c) treat the Bank Accounts for all purposes as accounts of the Debtors as debtors in possession; (d) deposit funds in and withdraw funds from the Bank Accounts by all usual means, including checks, wire transfers, and other debits; (e) pay the Bank Fees (including any prepetition amounts); and (f) pay any ordinary course Bank Fees incurred in connection with the Bank Accounts, and to otherwise perform their obligations under the documents governing the Bank Accounts; *provided* that once the Debtors' preprinted correspondence, Business Forms (including letterhead) and existing checks have been used, the Debtors shall, when reordering, require the designation "Debtor in Possession" and the corresponding bankruptcy case number on all such documents.

4. The Cash Management Banks are authorized, but not obligated or directed, to continue to maintain, service, and administer the Bank Accounts as accounts of the Debtors as debtors in possession, without interruption and in the ordinary course, 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, presented, or drawn on the Bank Accounts after the Petition Date by the holders, makers, or payors thereof, as the case may be. Those certain existing deposit agreements between the Debtors and the Cash Management Banks shall continue to govern the postpetition cash management relationship between the Debtors and the Cash Management Banks, and all the provisions of such agreements, including, without limitation, the termination and fee provisions, and any provisions relating to the offset or charge-back rights, shall remain in full force and effect; *provided, however*, that the Debtors and the Cash Management Banks may, without further order of this Court, agree to and implement

changes to the Cash Management System and procedures related thereto in the ordinary course of business, including the closing of Bank Accounts or the opening of new bank accounts, subject to (in the case of the Debtors) the reasonable consent of the Required Lenders under the DIP Term Loan Facility and the DIP ABL Agent (all as defined in the DIP Order or the DIP Documents, as applicable).

5. The Debtors are authorized to continue to use the Commercial Card Program under the WellsOne Commercial Card Agreement, dated on or around May 21, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the “Card Agreement”), between Debtor Full Throttle Films, LLC and Wells Fargo Bank, N.A. (“Wells Fargo”), subject to the terms and conditions thereof. Wells Fargo is authorized to make advances from time to time to such Debtor with a maximum exposure at any time of up to \$1,000,000.00. All prepetition charges and fees are authorized to be paid. Subject to the provisions of the DIP Order, including the Carve Out (as defined in the DIP Order) and the challenge rights of parties-in-interest as set forth therein, Wells Fargo has and shall continue to have a valid and perfected, non-avoidable first-priority lien in such collateral and any proceeds thereof. To satisfy the requirement that Wells Fargo continue to have a valid and perfected, non-avoidable first-priority lien in such collateral and any proceeds thereof, Debtor Full Throttle Films, LLC grants Wells Fargo a priming lien and security interest pursuant to Bankruptcy Code section 364(d)(1) with respect such collateral; *provided* that such grant shall be subject to the provisions of the DIP Order, including but not limited to the Carve-Out.

6. The Debtors are authorized to continue using the Fuel Cards and the Fuel Card Program and to pay any prepetition amounts in connection therewith.

7. The relief granted in this Final Order is extended to any new bank account opened by the Debtors after the date hereof, which account shall be deemed a Bank Account, and to the bank at which such account is opened, which bank shall be deemed a Cash Management Bank. As required herein, to the extent the Debtors open a new bank account, they shall provide notice to the U.S. Trustee and counsel to any official statutory committee appointed in these chapter 11 cases.

8. All banks, including the Cash Management Banks, provided with notice of this Final Order maintaining any of the Bank Accounts shall not honor or pay any bank payments drawn on the listed Bank Accounts or otherwise issued before the Petition Date for which the Debtors specifically issue stop payment orders in accordance with the documents governing such Bank Accounts.

9. In the course of providing cash management services to the Debtors, the Cash Management Banks are authorized, without further order of this Court, to deduct the applicable prepetition and postpetition fees (including any Bank Fees) from the appropriate Bank Accounts.

10. Notwithstanding any other provision of this Final Order, any bank, including a Cash Management Bank, may rely upon the representations of the Debtors with respect to whether any check, draft, wire, or other transfer drawn or issued by the Debtors prior to, on, or after the Petition Date should be honored pursuant to any order of this Court, and no bank shall have liability to any party for relying on such representations, and no bank that honors a prepetition check or other item drawn on any account that is the subject of this Final Order (a) at the direction of the Debtors, (b) in a good-faith belief that this Court has authorized such prepetition check or item to be honored, or (c) as a result of mistakes despite implementation of customary handling procedures shall not be deemed to, nor shall, be liable to the Debtors, their

estates, or any other party on account of such prepetition check or other item being honored postpetition, or otherwise deemed to be in violation of this Final Order.

11. Any bank, including a Cash Management Bank, is further authorized, but not directed, to (a) honor the Debtors' directions with respect to the opening and closing of any Bank Account and (b) accept and hold, or invest, the Debtors' funds in accordance with the Debtors' instructions; *provided* that the Cash Management Banks shall not have any liability to any party for relying on such representations to the extent such reliance otherwise complies with applicable law.

12. The Debtors are authorized, subject to the DIP Order and the DIP Documents, to (a) open any new bank accounts (including the DIP Collateral Account (as defined in the DIP Order)) or close any existing Bank Accounts; and (b) enter into any ancillary agreements, including new deposit account control agreements, related to the foregoing, as they may deem necessary and appropriate; *provided* that the Debtors give notice within 15 days thereafter to the Office of the United States Trustee for the District of Delaware and any statutory committees appointed in these chapter 11 cases; *provided, further*, that the Debtors shall open any such new Bank Account at banks that have executed a Uniform Depository Agreement with the Office of the United States Trustee for the District of Delaware, or at such banks that are willing to immediately execute such an agreement.

13. The requirement to establish separate accounts for cash collateral and/or tax payments is hereby waived, except as required by the DIP Orders or the DIP Documents, as applicable.

14. Notwithstanding anything to the contrary set forth herein, subject to the DIP Order, the DIP Documents, the DIP Budget, the DIP Claims, and any further order of this Court,

the Debtors are authorized to continue Intercompany Transactions arising from or related to the operation of their businesses in the ordinary course on a postpetition basis, including the ability to continue making and honoring Intercompany Loans and Prepetition Payables; *provided* that the Debtors shall maintain accurate and detailed records of all such transfers and transactions, including the Intercompany Transactions, consistent with past practice; *provided, further*, that the Debtors shall not transfer funds from any Bank Account to a Non-Debtor Subsidiary Account without the prior written consent of the DIP ABL Agent and the DIP Term Agent (each as defined in the DIP Order), which consent shall not be unreasonably withheld in the case of the transfer of funds to a Non-Debtor Subsidiary Account in the ordinary course of business.

15. All postpetition payments from a Debtor to another Debtor or from a Debtor to a non-Debtor affiliate under any postpetition Intercompany Transactions authorized hereunder are hereby accorded administrative expense status under section 503(b) of the Bankruptcy Code (it being understood that any such claims shall be junior to the DIP Claims and other superpriority claims granted in the DIP Order and the Carve Out (as defined therein) in accordance with the DIP Order and the DIP Documents). The automatic stay shall be modified solely to the extent required to enable the Debtors to continue the Intercompany Transactions.

16. Section 345 of the Bankruptcy Code and any provision of the U.S. Trustee Guidelines requiring that the Bank Accounts be U.S. Trustee authorized depositories is waived with respect to HSBC Bank Canada.

17. Nothing contained in the Motion or this Final Order shall be construed to (a) create or perfect, in favor of any person or entity, any interest in cash of a Debtor that did not exist as of the Petition Date or (b) alter or impair any security interest or perfection thereof, in favor of any person or entity, that existed as of the Petition Date.

18. Notwithstanding the Debtors' use of a consolidated cash management system, the Debtors shall calculate quarterly fees under 28 U.S.C. § 1930(a)(6) based on the disbursements of each Debtor, regardless of which entity pays those disbursements.

19. Notwithstanding the relief granted in this Final Order and any actions taken pursuant to such relief, nothing in this Final Order shall be deemed: (a) an admission as to the validity of any claim against a Debtor entity; (b) a waiver of the Debtors' right to dispute any claim on any grounds; (c) a promise or requirement to pay any claim; (d) an implication or admission that any particular claim is of a type specified or defined in this Final Order or the Motion; (e) a request or authorization to assume any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) a waiver or limitation of the Debtors' rights under the Bankruptcy Code or any other applicable law; or (g) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) satisfied pursuant to the Motion are valid, and, subject to the DIP Order, the Debtors expressly reserved their rights to contest the extent, validity, or perfection or seek avoidance of all such liens.

20. The banks and financial institutions on which checks were drawn or electronic payment requests made in payment of the prepetition obligations approved herein are authorized to receive, process, honor, and pay all such checks and electronic payment requests when presented for payment, and all such banks and financial institutions are authorized to rely on the Debtors' designation of any particular check or electronic payment request as approved by this Final Order.

21. Notwithstanding anything in the Motion or this Final Order to the contrary, any payment made by the Debtors pursuant to the authority granted herein as well as the exercise of

any and all other rights and authorizations granted or approved hereunder, shall be subject in all respects to the DIP Order, the DIP Documents, and the DIP Budget, as applicable.

22. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

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

24. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Final Order in accordance with the Motion.

25. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Final Order.

Dated: _____, 2018
Wilmington, Delaware

THE HONORABLE
UNITED STATES BANKRUPTCY JUDGE