

FILED

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF SOUTH CAROLINA

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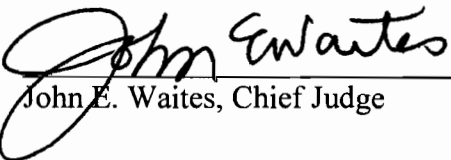
IN RE:

LOCAL RULE 4001-4

OPERATING ORDER, DISTRICT COURT
DISTRICT OF SOUTH CAROLINA

07-13

As a result of the recent amendment to Federal Rule of Bankruptcy Procedure 4001(d) and upon agreement of the Judges of this Court, Exhibit A to SC LBR 4001-4 is hereby amended to adopt the revised form for the Notice and Motion Pursuant to Federal Rule of Bankruptcy Procedure 4001(d), which is attached hereto as Exhibit A. Revised Exhibit A to SC LBR 4001-4 shall become the mandatory form effective December 1, 2007.


John E. Waites, Chief Judge

Columbia, South Carolina
November 30, 2007

EXHIBIT A TO SC LBR 4001-4

UNITED STATES BANKRUPTCY COURT
DISTRICT OF SOUTH CAROLINA

IN RE:

CASE NO:
CHAPTER:

NOTICE AND MOTION PURSUANT TO
FEDERAL RULE OF BANKRUPTCY PROCEDURE
4001(d)

Debtor(s).

TO: All Creditors and Parties in Interest entitled to Notice under Federal Rule of Bankruptcy Procedure 4001(d)

The debtor/trustee and _____ hereby move the Court for an order approving the agreement between them which is described below and attached to this notice.

TAKE FURTHER NOTICE that any response, return and/or objection to this application, should be filed with the Court no later than ^{*(enter number of days)} days from service of motion/application and a copy simultaneously served on the parties identified in the first paragraph above.

TAKE FURTHER NOTICE that no hearing will be held on this application, except as required by the judge, unless a response, return and/or objection is timely filed and served, in which case, the Court will conduct a hearing on _____, _____, at _____ m., at _____, _____, South Carolina. No further notice of this hearing will be given.

(A) TYPE OF AGREEMENT: (Specify if the agreement involves (Indicate all that apply): (i) adequate protection, (ii) terms that prohibit or condition the use, sale, or lease of property, (iii) modification or termination of the automatic stay, (iv) use of cash collateral, (v) or creation of a lien.)

(B) The agreement and proposed order are attached.

(C) PROVISIONS OF THE AGREEMENT: (Pursuant to Rule 4001(d)(1)(B) a motion of a category or type enumerated in (i) – (v) in section (A) of this form shall consist of or (if the motion is more than five (5) pages in length) begin with a concise statement of the relief requested, not to exceed five (5) pages, that lists or summarizes, and sets out the location within the relevant documents all material provisions of the agreement.) Set forth or attach a copy of the agreement. Provide here or attach a concise statement listing or summarizing the material provisions contained in the agreement and each provision's location within such agreement if the agreement exceeds five (5) pages:

(I) USE OF CASH COLLATERAL (IF APPLICABLE): (If the agreement being noticed includes terms for the use of cash collateral, in addition to any material provisions summarized or listed under section (C), the following information is provided: (1)The name of each entity with an interests in the cash collateral; (2)The purposes for the use of the cash collateral; (3) The material terms, including duration, of the use of the cash collateral; and (4) Any liens, cash payments, or other adequate protection that will be provided to each entity with an interest in the cash collateral or, if no additional adequate protection is proposed, an explanation of why each entity's interest is adequately protected.)

(II) OBTAINING CREDIT (IF APPLICABLE): (If the agreement is to (1) obtain credit and (2) includes terms or provisions that represent relief that is within a category or type enumerated as (i) – (v) under section (A) of this form the following information [and its location in the relevant documents] is provided: Material provisions of the proposed credit agreement and the proposed order, including interests rate, maturity, liens, borrowing limits, and borrowing conditions.)

1. If the credit agreement or proposed order includes any provisions listed below, there follows a concise statement briefly listing or identifying the applicable provision(s), identifying its specific location in the agreement and proposed order, and identifying any such provision that is

proposed to remain in effect if interim approval is granted, but final relief is denied, as provided under Rule 4001(c)(2).

- a. A grant of priority or a lien on property of the estate under § 364(c) or (d);
- b. The providing of adequate protection or priority for a claim that arose before the commencement of the case, including granting of a lien on property of the estate to secure the claim, or the use of property of the estate or credit obtained under § 364 to make cash payments on account of the claim;
- c. A waiver or modification of Code provisions or applicable rules relating to the automatic stay;
- d. A waiver or modification of any entity's authority or right to file a plan, seek an extension of time in which the debtor has the exclusive right to file a plan, request the use of cash collateral under § 363(c), or request authority to obtain credit under § 364;
- e. The establishment of deadlines for filing a plan of reorganization, for approval of a disclosure statement, for a hearing on confirmation, or for entry of a confirmation order;
- f. A waiver or modification of the applicability of nonbankruptcy law relating to the perfection of a lien on property of the estate, or on the foreclosure or other enforcement of the lien;
- g. A release, waiver, or limitation on any claim or other cause of action belonging to the estate or the trustee, including any modification of the statute of limitations or other deadline to commence an action;
- h. The indemnification of any entity;
- i. A release, waiver, or limitation of any right under § 506(c); or
- j. The granting of a lien on any claim or cause of action arising under §§ 544, 545, 547, 548, 549, 553(b), 723(a), or 724(a).

(D) IMPACT ON PRE-PETITION CLAIMS: (Indicate terms, conditions, and/or facts that determine the validity, enforceability, priority, or the amount of pre-petition claims.)

(E) DEFAULT: (List events that constitute default of agreement.)

(F) RESULT OF DEFAULT: (Briefly state the consequences of the failure to abide by the terms of the agreement. State how the Court will be notified of the breach.)

(G) DESCRIPTION OF PROPERTY SUBJECT TO LIEN:

(H) APPRAISED VALUE OF PROPERTY SUBJECT TO LIEN: (List the values placed upon the collateral by the debtor/trustee and by the creditor. "Unknown" is unacceptable. Include the source of each value. If an appraisal exists [i.e. tax appraisal, blue book, formal appraisal] include the following information regarding each appraisal: the date and type of appraisal, the appraised value, and the name of the appraiser. If an appraisal exists, it must be disclosed and addressed.)

(I) LIEN AMOUNT (IF APPLICABLE): (State the amount of the claim secured by each lien encumbering the collateral, the relative priority of the liens, and the name of each lienholder).

(J) MOVING PARTIES: (State the name, address, and telephone number of attorney for the debtor/trustee and for the creditor or other moving party.)

(K) LOCAL RULE DISCLOSURE: (Disclose the substantive information or language prescribed by paragraph (c) of SC LBR 4001-4.)

Debtor/Trustee

Creditor

Signature of Attorney

Signature of Attorney

Typed/Printed Name/Address/Telephone/
Facsimile/E-mail

Typed/Printed Name/Address/Telephone/
Facsimile/E-mail

District Court I.D. Number

District Court I.D. Number

*The minimum time period for response, return, and/or objection to use of cash collateral, obtaining credit, or an agreement relating to relief from the automatic stay, prohibiting or conditioning the use, sale, or lease of property, providing adequate protection, use of cash collateral and obtaining credit is fifteen (15) days.