ATTORNEY FOR

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF ALASKA

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| *In re* | ) | **Case No.** |
| | ) | |
| | ) | Chapter: |
| | ) | |
| | ) | **NOTICE OF** |
| Debtor(s). | ) | **CASH COLLATERAL HEARING** |
| | ) | |

**NOTICE IS HEREBY GIVEN THAT** the undersigned will bring on for hearing the motion or agreement for use of cash collateral by and between the debtor in possession and on* at in the Historic Courtroom, Old Federal Building, 605 West Fourth Avenue, Anchorage, Alaska.

**YOUR RIGHTS MAY BE AFFECTED.** *You should read these papers carefully and discuss them with your attorney, if you have one in this bankruptcy. (If you do not have an attorney, you may wish to consult one.)*

**PLEASE TAKE NOTICE THAT** the motion/agreement for the use of cash collateral may propose one or more of the provisions enumerated in AK LBR 4001-2(f) (check all that apply):

- ☐ Does **not** contain any provision enumerated in AK LBR 4001-2(f).
- ☐ Cross-collateralization clause that secures prepetition debt by postpetition assets in which the secured party would not otherwise have a security interest by virtue of its prepetition security agreement.
- ☐ Provision or findings of fact that bind the estate or all parties in interest with respect to the validity, perfection or amount of the secured party's lien or debt.
- ☐ Provision or findings of fact that bind the estate or all parties in interest with respect to the relative priorities of the secured party's lien and liens held by persons who are not party to the agreement.
- ☐ Primes the liens and/or security interests of secured creditors who are not parties to the agreement, unless consented to by the affected creditor.
- ☐ Waives Bankruptcy Code § 506(c), except to the extent effective only during the period in which the debtor in possession or trustee is authorized to use cash collateral or borrow funds.
- ☐ Precludes a future trustee with a duty to care for, preserve, and/or liquidate collateral from recovering the expenses of administration.
- ☐ Characterizes any postpetition payments as payments of interest, fees, or costs on prepetition obligations.

- ☐ Operates specifically or as a practical matter to divest the debtor, or any other party in interest, of any discretion in the formulation of a plan or administration of the estate, or limit access to the court to seek any relief under applicable provisions of law.
- ☐ Releases liability for the creditor's prepetition torts, breaches of contract, or lender liability, as well as releases prepetition or postpetition defenses and/or counterclaims.
- ☐ Waives avoidance actions.
- ☐ Includes the recovery from avoidance actions as adequate protection or part of the secured creditor's collateral.
- ☐ Automatic relief from the automatic stay of Bankruptcy Code § 362(a) upon default, conversion to chapter 7, or the appointment of a trustee.
- ☐ Adequate protection provisions that create liens on claims for relief arising under the Bankruptcy Code.
- ☐ Waives the right to move for a court order under Bankruptcy Code § 363(c) (2) (B) authorizing the use of cash collateral in the absence of the secured party's consent.
- ☐ Carve outs for administrative expenses that do not treat all professionals equally or on a pro rata basis.
- ☐ That shortens the period of limitations any party in interest (including a successor trustee) for bringing claims or causes of action against the lender or secured creditor.
- ☐ A finding without testimony to the effect that in consenting to the use of cash collateral or postpetition financing, the secured creditor or lender is acting in good faith.
- ☐ Waives the procedural requirements for foreclosure or repossession mandated under applicable nonbankruptcy law.
- ☐ In the event of a dispute under the agreement, places venue in a foreign jurisdiction.
- ☐ In the event of a dispute or default under the agreement, the debtor waives service of process, the doctrine of forum non conveniens, notice and hearing, and the right to a jury trial.
- ☐ Findings of fact on matters extraneous to the approval process.

**PLEASE FURTHER TAKE NOTICE THAT** if you object to the granting of the motion or approval of the agreement by the Court you must object in writing on or before** . Your written objection is to be filed with the Office of the Clerk of the above-entitled Court at the Old Federal Building, 605 West Fourth Avenue, Room 138, Anchorage, Alaska 99501-2296, a copy served upon the undersigned, , and transmit a copy to the United States trustee at 605 West Fourth Avenue, Room 258, Anchorage, Alaska 99501-2296, on or before said date.

***Should you fail to so object, please be advised that the court may grant the motion or approve the agreement without further notice to you.***

Dated:

/S/

Attorney for

**CERTIFICATE OF SERVICE**

It is hereby certified that a copy of the foregoing was served by U.S. Mail/ Electronically on the official matrix provided by the Clerk's Office dated

* Unless otherwise ordered, not less than 14 days after the mailing of the notice.

** Unless otherwise ordered, not less than 2 business days before the date of the hearing.