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

IN RE: BRD LAND & INVESTMENT, et al.[1] Debtors.	Chapter 11 Case No. 26-_____ (Joint Administration Requested) [2]

EMERGENCY MOTION OF THE DEBTORS FOR INTERIM AND FINAL ORDERS AUTHORIZING THE DEBTOR TO USE CASH COLLATERAL AND GRANTING RELATED RELIEF

BRD Land & Investment ("BRD"), BRDL Warden Station, LLC, ("Warden Station") and BRDL Warden Station Holding Co, LCC ("Holding Co" and with Warden Station and with BRD, the "Debtors"), debtors-in-possession in the above-captioned case, hereby move (the "Motion") the Court for entry of emergency and final Orders, pursuant to sections 105, 361, 363, and 1184 of title 11 of the U.S. Code (the "Bankruptcy Code") and Rules 2002, 4001 and 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), authorizing the Debtors to use cash collateral to fund the Debtors' post-petition business operations as set forth below:

(a) authorizing the Debtor to use the cash collateral of DLP Lending Fund, LLC ("DLP") and Noteholders as defined below;

(b) authorizing the Debtor to use the cash collateral of Shumaker, Loop & Kendrick, LLP ("SLK"); and Harvey & Vallini, LLC ("H&V" and with DLP, the Noteholders and SLK, the "Secured Creditors") to which SLK and H&V consent;

[1] The Debtors in these jointly administered cases are the following entities (the last four digits of their respective taxpayer identification numbers follow in parentheses): BRD Land & Investment, a South Carolina partnership (6940), BRDL Warden Station Holding Co LLC (0184), and BRDL Warden Station, LLC (4687). The Debtors' address is 6433 Bannington Road, Charlotte, NC 28226.

[2] The Debtors have also filed a contemporaneous motion requesting joint administration of their respective Chapter 11 bankruptcy cases.

(c) providing adequate protection to DLP for the use of its cash collateral as set forth more fully herein; and

(d) scheduling a final hearing ("Final Hearing") with respect to each of the foregoing matters.

In support of this Motion, the Debtors respectfully state as follows:

JURISDICTION

1. This Court has jurisdiction over the Motion pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2). Venue of these proceedings and the Motion is proper under 28 U.S.C. § 1408.

2. The statutory bases for the relief requested herein are sections 105, 361, 363, and 1184 of the Bankruptcy Code and Bankruptcy Rules 2002, 4001 and 9014.

BACKGROUND

3. Contemporaneously herewith, (the "Petition Date") the Debtors filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code (the "Chapter 11 Case"). The Debtors are operating their businesses and managing their properties as debtors-in-possession pursuant to sections 1107 and 1108 of the Bankruptcy Code.

4. BRD is a South Carolina partnership with its principal place of business in Charlotte, North Carolina. BRD is an entitlement and permitting company focusing on selling shovel-ready land to national and regional homebuilders. Warden Station is a North Carolina limited liability company and is a project-specific entity that owns the real property of the Warden Station project located in Conway, South Carolina (the "Warden Station Project"). BRD completes all the work required to advance the Warden Station Project. Holding Co is a North

Carolina limited liability company and is a project specific entity that is the Sole Member and a Manager of Warden Station.

5. In the operation of their businesses, the Debtors entered into several pre-petition arrangements with certain secured creditors[3] who purport to have security interests in the Debtor's cash.

6. In support of this Motion, the Debtors rely on the Affidavit of William A. Barbee in Support of First Day Relief (the "Barbee Affidavit"), filed contemporaneously herewith.

A. DLP loans

7. During the course of the Debtors' operations, they entered into certain loan transactions with DLP to purchase real property for various projects. As of the Petition Date, three loans remain outstanding, one of which is purportedly tied to the financing statement filed by DLP with the North Carolina Secretary of State on or about January 28, 2025, File Number 20250011741E (the "Financing Statement"). However, the Financing Statement does not reference any specific loan documents and includes BRD's former address versus the current address in Charlotte, North Carolina, as of the date of the filing of the Financing Statement. Consequently, BRD is uncertain as to whether the Financing Statement has properly attached and/or is properly perfected as to the collateral referenced therein. Out of an abundance of caution, though, BRD includes DLP in its request to use cash collateral should such a determination be made that DLP in fact has an interest in BRD's cash collateral.

[3] The Debtors are currently investigating the validity and scope of the secured claims against them, and they, therefore, reserve any and all rights regarding any liens asserted against their assets. The identification of the existence of such purported liens is not an admission as to the validity, perfection, priority or the extent of such lien or interest. The Debtors seek such relief and identify such liens out of an abundance of caution to ensure all potentially valid security interests are identified such that the Debtors receive the appropriate authorization from the Court to use such cash collateral.

8. Importantly, prepetition, DLP did not declare all Secured Obligations due for any funds loaned to BRD or Warden Station; and did not charge any default interest on funds loaned to BRD or Warden Station. BRD and Warden Station reserve their right to challenge both the amounts due to DLP as well as its alleged security interest in their cash collateral.

i. Leland, North Carolina, project loan transaction

9. On July 24, 2024, DLP and BRD entered into a Loan and Security Agreement along with a Secured Note. The Secured Note is in the amount of $5,379,000 with an interest rate of 14.99% and a maturity date of August 1, 2026. Interest-only payments of $67,192.68 came due starting September 1, 2024, and continue consecutively each month for twenty-four (24) months.

10. The Loan and Security Agreement is allegedly secured by property located at 304 Old Town Creek Road, Leland, North Carolina, 28541. On July 25, 2024, DLP filed a Deed of Trust, Assignment of Leases and Rents, Fixture Filing, and Security Agreement with the Brunswick County Register of Deeds, located at Book 5212, Page 135.

11. The Loan and Security Agreement also purports to grant a security interest in personal property: "Borrower hereby irrevocably and unconditionally grants, transfers, bargains, conveys and assigns to the Lender a continuing general, lien on, and security interest in, all the Borrower's estate, right, title, and interest that the Borrower now has or may later acquire in and to the following, which shall be collectively referred to as the 'Collateral': . . . **Personal Property Collateral**. All Personal Property Collateral. . . . **Borrower Funds**. All of Borrower's interest in and to the proceeds of the Secured Obligations, whether disbursed or not; all present and future monetary deposits given by Borrower to any public or private utility with respect to utility services furnished to the Real Property Collateral; all Lender Retained Funds; and all

accounts maintained by the Borrower with Lender or any subsidiary or affiliate of Lender, including, without limitation, any accounts established in connection with the Secured Obligations regardless of where or not such accounts are with Lender[.]"

12. Personal Property Collateral "shall mean any property pledged to secure the Note that is not Real Property Collateral." Secured Obligations "shall have the meaning defined in Section 2 below and shall include all Indebtedness, obligations, and liabilities of the Borrower under the Loan Documents, whether on account of principal, interest, indemnities, fees (including, without limitation, Attorneys' Fees, remarketing fees, origination fees, collection fees, and all other professional fees), costs, expenses, taxes or otherwise."

ii. Vance, South Carolina, project loan transaction

13. In September 2024, DLP and BRD entered into a Loan and Security Agreement along with a Secured Note following amendments to an earlier loan transaction and a payoff demand.

14. The Secured Note is in the amount of $2,580,000 with an interest rate of 14.99% and a maturity date of October 1, 2026. Interest payments of $32,228.50 were due beginning November 1, 2024, and continue for twenty-four (24) consecutive months. The loan purports to be secured by real property with an address of 9929 Old Number Six Highway, Vance, South Carolina, 29163. On September 18, 2024, DLP filed its Mortgage, Assignment of Leases and Rents, Fixture Filing, and Security Agreement at the Orangeburg County Register of Deeds at Book 3056, Page 0098.

15. The Loan and Security Agreement also purports to grant a security interest in personal property: "Borrower hereby irrevocably and unconditionally grants, transfers, bargains, conveys and assigns to the Lender a continuing general, lien on, and security interest in, all the

Borrower's estate, right, title, and interest that the Borrower now has or may later acquire in and to the following, which shall be collectively referred to as the 'Collateral': . . . **Personal Property Collateral**. All Personal Property Collateral. . . . **Borrower Funds**. All of Borrower's interest in and to the proceeds of the Secured Obligations, whether disbursed or not; all present and future monetary deposits given by Borrower to any public or private utility with respect to utility services furnished to the Real Property Collateral; all Lender Retained Funds; and all accounts maintained by the Borrower with Lender or any subsidiary or affiliate of Lender, including, without limitation, any accounts established in connection with the Secured Obligations regardless of where or not such accounts are with Lender[.]"

16. Personal Property Collateral "shall mean any property pledged to secure the Note that is not Real Property Collateral." Secured Obligations "shall have the meaning defined in Section 2 below and shall include all Indebtedness, obligations, and liabilities of the Borrower under the Loan Documents, whether on account of principal, interest, indemnities, fees (including, without limitation, Attorneys' Fees, remarketing fees, origination fees, collection fees, and all other professional fees), costs, expenses, taxes or otherwise."

iii. The UCC Financing Statement

17. On January 28, 2025, DLP filed the Financing Statement, purporting to perfect a security interest in several specific categories of collateral for which no identical listing is included in the loan documents cited above. More specifically, Exhibit A of the Financing Statement listed as collateral: "All of Debtor's assets, including but not limited to the following, regardless of location, including but not limited to assets located at or on the Real Property Collateral (as defined in the Loan Agreement): General Intangibles[;] Accounts (Including

Accounts Receivable)[;] Inventory[;] Equipment[;] Fixtures[;] Chattel Paper, Documents and Instruments[;] After Acquired Property[;] [and] Proceeds."

18. Upon information and belief, the Debtor did not receive notice of the filing of the Financing Statement, which does not specify which Loan Agreement it accompanies. The Financing Statement also lists BRD at a prior address.

iv. Conway, South Carolina, project loan transaction

19. While Warden Station does not have any financing statement against it filed by DLP or any other creditor, Warden Station did enter into a loan transaction with DLP that purported to provide for certain personal property collateral.

20. On or about February 29, 2024, Warden Station and DLP entered into loan transaction documented in part by a Secured Note and Loan and Security Agreement. The Secured Note is in the amount of $14,488,000 with an interest rate of 14.99% and a maturity date of March 1, 2025. Interest payments of $180,979.27 were due beginning April 1, 2024, and continue for twelve (12) consecutive months. On or about March 1, 2025, DLP and Warden Station entered into the First Amendment to Loan and Security Agreement, which extended the maturity date to June 1, 2025; charged an extension fee of $72,440.00 and established a Debt Service Reserve of $542,937.81.

21. DLP and Warden Station entered into a Second Amendment to Loan and Security Agreement, effective as of June 1, 2025, which extended the maturity date to December 1, 2025; charged an extension fee of $144,880.00 and required principal reduction payments of $350,000.00; $375,000.00; and $2,175,000.00, respectively. Warden Station made each of the payments. DLP continued to demand accelerated principal paydowns, extracting another payment of $500,000 in December 2025 and $250,000 in January 2026.

22. The loan purports to be secured by 1740.80 acres +/- of real property located on Highway 701 S., Warden Station, Conway, South Carolina, 29527. Upon information and belief, on March 5, 2024, DLP filed its Mortgage, Assignment of Leases and Rents, Fixture Filing, and Security Agreement at the Horry County Register of Deeds at Book 6763 Page 673.

23. The Loan and Security Agreement also purports to grant a security interest in personal property: "Borrower hereby irrevocably and unconditionally grants, transfers, bargains, conveys and assigns to the Lender a continuing general, lien on, and security interest in, all the Borrower's estate, right, title, and interest that the Borrower now has or may later acquire in and to the following, which shall be collectively referred to as the 'Collateral': . . . **Personal Property Collateral**. All Personal Property Collateral. . . . **Borrower Funds**. All of Borrower's interest in and to the proceeds of the Secured Obligations, whether disbursed or not; all present and future monetary deposits given by Borrower to any public or private utility with respect to utility services furnished to the Real Property Collateral; all Lender Retained Funds; and all accounts maintained by the Borrower with Lender or any subsidiary or affiliate of Lender, including, without limitation, any accounts established in connection with the Secured Obligations regardless of where or not such accounts are with Lender[.]"

24. Personal Property Collateral "shall mean any property pledged to secure the Note that is not Real Property Collateral, including but not limited to the Pledge." Secured Obligations "shall have the meaning defined in Section 2 below and shall include all Indebtedness, obligations, and liabilities of the Borrower under the Loan Documents, whether on account of principal, interest, indemnities, fees (including, without limitation, Attorneys' Fees, remarketing fees, origination fees, collection fees, and all other professional fees), costs, expenses, taxes or otherwise."

25. The transaction also included an Ownership Interest Pledge Agreement given by Holding Co to DLP of its one-hundred-percent (100%) membership interest in Warden Station.

B. Noteholders

26. During the course of its operations, BRD entered into several promissory notes[4] with various individuals and entities. These noteholders were approached by aggregators, who collected a pool of funds to be loaned to BRD. The notes themselves are between BRD and the individual noteholder, while the aggregator received a fee.

27. BRD has more than one hundred (100) such loans on its books with all but twenty-one (21) unsecured obligations. Of the twenty-one (21), the various notes purportedly include as collateral "Business Assets"[5], confessions of judgment, all assets, deeds of trust, and purported security interest in certain projects. The noteholders with references to BRD's personal property that may include its cash collateral are: Cama Sdira FBO Anthony Mosley IRA T240725-07; Cuevas Investments, LLC; Maddo Holdings, LLC; Cama Sdira FBO Lauraine Do T220427-03; M&P Map Family Ltd. Partnership; Slawomir Jakubowski; Quest Trust Company FBO Henry J Daniels III Roth IRA-1099821; Quest Trust Company FBO Denise L Daniels Roth IRA-4649121; RJML Limited.; Drewit, LLC; Bienville Holdings, LLC; Beechwood, LLC; David C. Berger D.D.S. 401(k) Profit Sharing Plan; and Quest Trust Company FBO Henry J. Daniels III Roth IRA (collectively, the "Noteholders").

28. However, no Noteholders filed UCC Financing Statements to perfect their purported security interest in BRD's assets. BRD reserves its right to challenge the security interests of the Noteholders to the extent those interests are asserted and includes the noteholders in this motion out of an abundance of caution.

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[4] A fuller description of the transactions is offered in the Barbee Affidavit.
[5] The notes fail to define "Business Assets".

C. SLK, H&V financing statements

29. SLK and H&V have historically provided legal services for the Debtors as outside corporate counsel and transactional counsel, respectively.

30. On September 19, 2025, SLK filed a UCC Financing Statement, File Number 20250141296C (the "SLK Financing Statement") with BRD's consent, covering "[a]ll of the Debtor's assets, including all personal property, whether now owned or existing or hereafter created, acquired or arising and wherever located, including, without limitation, all of the Debtor's accounts, general intangibles, documents, instruments, chattel paper, goods (including, without limitation, inventory, equipment and fixtures), deposit accounts, investment property; all proceeds, products and supporting obligations of each of the foregoing; and all books and records relating to any of the foregoing." The SLK Financing Statement was entered into as security for legal fees being incurred by BRD.

31. On November 19, 2025, H&V filed a UCC Financing Statement, File Number 20250169772B (the "H&V Financing Statement") with BRD's consent, covering "[a]ll of the Debtor's assets, including all personal property, whether now owned or existing or hereafter created, acquired or arising and wherever located, including, without limitation, all of the Debtor's accounts, general intangibles, documents, instruments, chattel paper, goods (including, without limitation, inventory, equipment and fixtures), deposit accounts, investment property; all proceeds, products and supporting obligations of each of the foregoing; and all books and records relating to any of the foregoing." The H&V Financing Statement was entered into as security for legal fees being incurred by BRD.

32. Both SLK and H&V consent to the use of their cash collateral.

NEED FOR USE OF POST-PETITION CASH COLLATERAL

33. The Debtors' goal in this case is to continue operating their businesses and making use of the breathing spell and protections afforded to debtors to provide orderly processes to maximize the value of the Debtors' assets for the benefit of the Secured Creditors, unsecured creditors, equity holders, and all other parties in interest. Without the use of cash collateral, the Debtors' stated goals cannot be achieved.

34. The Debtors have an immediate and emergency need, along with a continuing need, for the use of assets that may constitute the Secured Lenders' post-petition cash collateral (the "Cash Collateral") to pay the expenses of operating their businesses including, without limitation, salaries, administrative and leasing costs, utilities, services, repairs, maintenance, insurance and project costs in their capacity as a debtors-in-possession. Specifically, without use of post-petition Cash Collateral, the Debtors cannot pay wages, salaries, rents, utilities and other expenses associated with operating their business along with administrative expenses of this Chapter 11 Case. In other words, the Debtors cannot advance their current projects to closing to generate additional cash with which to operate its business without use of the Cash Collateral.

35. The use of post-petition Cash Collateral will provide the Debtors with more than just the necessary cash they need to operate their businesses. Of almost equal importance is the sense of confidence that such use of post-petition Cash Collateral will give the Debtors' vendors, suppliers, customers, employees and contractual counterparties. The failure of the Debtors' suppliers and employees to cooperate with the Debtors at this time, and the potential attendant loss of multimillion dollar sales, could irreparably harm the Debtors' hopes of maximizing the value of its assets and its chances for a successful reorganization, which will benefit all stakeholders, including the Secured Creditors to the extent that they have legitimate claims.

7. For example, DLP has already attempted to use its ability to veto closings on the Debtors' projects in order to extract principal paydowns as well as higher or accelerated fees. DLP lent BRD funds for use to acquire land for its projects in exchange for mortgages and other security. Many of the loan transactions included interest-only monthly payments for a year or two and then a balloon payment of the remaining balance at maturity. While the relationship between DLP and BRD started productively and cooperatively, in 2025, DLP began a pressure campaign to use leverage to force paydowns of principal and to extract higher fees as discussed more fully in the First Day Affidavit, which is incorporated herein.

36. In sum, without the immediate use of post-petition Cash Collateral, the Debtors will continue to suffer the acute liquidity crisis—unable to use funds to advance the projects, depriving the Debtors of additional funds to be used to be advanced additional projects—that existed prepetition, threatening the Debtors' ability to maintain its operations in the short term and causing the Debtors to file this Chapter 11 Case. The Debtors' ability to remain a viable entity and restructure under chapter 11 of the Bankruptcy Code is dependent upon the Debtor obtaining the interim and final relief sought in the Motion.

37. The Debtors believe that, to the extent DLP holds valid, perfected liens in the Debtors' real property and cash collateral, DLP has ample equity cushion. More specifically, the Debtors believe the payoff amount of all loans held by DLP totals roughly $20 million. Conversely, the real property has a pre-petition appraised value of more than $35 million to which DLP claims a security interest. Thus, Debtors believe DLP has an equity cushion of more than $15 million with respect to any valid lien.

38. As demonstrated by the Interim Budget attached hereto as **Exhibit A** (the "Interim Budget"), the value of DLP's alleged collateral is not expected to decrease

substantially, if at all, during the Interim Period. The Debtors also propose to provide DLP with replacement liens on the proceeds of the Cash Collateral in the same priority as DLP's prepetition security interests to the extent that such interests are valid. Finally, the Debtors also intend to make adequate protection payments following the sale of the Debtors' assets during this Chapter 11 Case. The Debtors hope to reach consensus with and agreement by DLP on the amount of such adequate protection payments following such sales. To the extent such consensus and agreement cannot be reached, the Debtors reserve their right to seek relief from the Court.

RELIEF REQUESTED

39. Pursuant to this Motion, the Debtors seek authority to use Cash Collateral on an interim basis to continue to operate in the ordinary course of business. The Debtors propose to use the Cash Collateral as set forth herein and only to the extent such use of the Cash Collateral is vital to its business operations.

40. The Debtor requests a preliminary hearing on an emergency basis to approve this interim request pursuant to Rule 4001(b)(2) with a final hearing to be set by the Court at a later date.

BASIS FOR RELIEF REQUESTED

41. The Bankruptcy Code provides that a debtor-in-possession may not use cash collateral absent consent of the secured party or court approval. 11 U.S.C. § 363(c)(2). Furthermore, the Debtor's use of property of the estate is governed by section 363 of the Bankruptcy Code, which provides in pertinent part:

> If the business of the debtor is authorized to be operated under section 721, 1108, 1183, 1184, 1203, 1204, or 1304 of this title and unless the court orders otherwise, the [debtor-in-possession] may enter into transactions, including the sale or lease of property of the estate, in the ordinary course of business, without notice or a

> hearing, and may use property of the estate in the ordinary course of business without notice or a hearing.

11 U.S.C. § 363(c)(1).

42. Section 363(c)(2) permits the debtor-in-possession to use, sell or lease cash collateral only if either (i) each entity that has an interest in such cash collateral consents; or (ii) the court, after notice and hearing, authorizes such use, sale or lease in accordance with the provisions of this section. 11 U.S.C. § 363(c)(2). If the secured creditor does not consent to the use of its cash collateral, the Court can authorize the debtor to use such cash collateral under section 363(c)(2)(B) if the Court determines that the debtors has provided "adequate protection" of the secured creditors' interests. 11 U.S.C. § 363(e). Adequate protection must be determined on a case-by-case basis, permitting a debtor maximum flexibility in structuring its adequate protection proposal. See In re Swedeland Dev. Group, Inc., 16 F.3d 552, 564 (3d Cir. 1994); In re O'Connor, 808 F.2d 1393, 1396-97 (10th Cir. 1987) (stating that courts consider adequate protection as a flexible concept that is to be decided on a case-by-case basis); In re Martin, 761 F.2d 472, 474 (8th Cir. 1985) (stating that adequate protection should be determined on a case-by-case basis).

43. Section 363(c)(2) permits the debtor-in-possession to use, sell or lease cash collateral only if either (i) each entity that has an interest in such cash collateral consents; or (ii) the court, after notice and hearing, authorizes such use, sale or lease in accordance with the provisions of this section. 11 U.S.C. § 363(c)(2). If the secured creditor does not consent to the use of its cash collateral, the Court can authorize the debtor to use such cash collateral under section 363(c)(2)(B) if the Court determines that the debtors has provided "adequate protection" of the secured creditors' interests. 11 U.S.C. § 363(e). Adequate protection must be determined on a case-by-case basis, permitting a debtor maximum flexibility in structuring its adequate

protection proposal. See In re Swedeland Dev. Group, Inc., 16 F.3d 552, 564 (3d Cir. 1994); In re O'Connor, 808 F.2d 1393, 1396-97 (10th Cir. 1987) (stating that courts consider adequate protection as a flexible concept that is to be decided on a case-by-case basis); In re Martin, 761 F.2d 472, 474 (8th Cir. 1985) (stating that adequate protection should be determined on a case-by-case basis).

44. A creditor is adequately protected by an equity cushion. United Sav. Assoc. of Texas v. Timbers of Inwood Forest Assocs., Ltd., 484 U.S. 365, 370-71 (1988). Accordingly, courts have routinely found that an equity cushion of 20% or more constitutes adequate protection. In re Snead, 2008 Bankr. LEXIS 1160, *2-3 (Bankr. E.D.N.C. Apr. 1, 2008); In re Kost, 102 B.R. 829, 831 (Bankr. D. Wy. 1989) (finding that most courts recognize a 20% equity cushion constitutes adequate protection). Equity cushions less than 20% have been recognized as sufficient adequate protection as well. See Lee Tractor Co., No. 07-03928 (Bankr. E.D.N.C. Nov. 29, 2007) (finding an equity cushion of approximately 13% provides sufficient protection of secured creditor's interest); In re Dynaco Corp., 162 B.R. 389, 398 (Bankr. D.N.H. 1993) (finding that a 17% equity cushion constitutes adequate protection).

45. If a debtor's proposed use of cash collateral augments the value of the secured creditor's collateral, adequate protection exists. See, e.g., Reconstruction Fin. Corp. v. Kaplan (In re Waltham Watch Co.), 185 F.2d 791, 797 (1st Cir. 1950) (use of cash collateral authorized under Bankruptcy Act to allow debtor to assemble watches out of tens of thousands of watch parts where such use increased the overall value of debtor's assets); In re Ralar Distributors, Inc., 166 B.R. 3, 6 (Bankr. D. Mass. 1994) (creditor had adequate protection where debtor's use of collateral allowed realization of more than liquidation value); In re Pine Lake Village Apartment

Co., 19 B.R. 819, 826 (Bankr. S.D.N.Y. 1982) (creditor had adequate protection where debtor used cash collateral to maintain and preserve the value of the collateral).

46. Unless the Debtors obtain emergency approval of this Motion for continuing Court authorization to use Cash Collateral pursuant to section 363 of the Bankruptcy Code for the purposes requested, the Debtors and their assets will suffer immediate, continuing, and irreparable harm.

47. Pending the final hearing, the Debtors require immediate use of Cash Collateral for, among other things, the payment of professional fees to close sales on certain project properties, one of which is expected to produce top line income of more than $6 million; the payment of its employees, vendors, and suppliers to advance stalled projects; and the funding of its ongoing business operations and other working capital needs. Absent immediate use of the Cash Collateral for its continuing business operations, the Debtors will be unable to pay essential operating expenses and purchase supplies and materials, and therefore, may be unable to continue to conduct their businesses pending the final hearing on the relief requested herein.

48. Accordingly, the Debtors request that, pending a final hearing, the Court schedule an interim hearing as soon as practicable to consider the Debtors' request for authorization to obtain emergency use of Cash Collateral.

REQUEST FOR WAIVER OF STAY

49. To the extent that the relief sought in the Motion constitutes a use of property under section 363(b) of the Bankruptcy Code, Debtors seek a waiver of the fourteen-day stay under Bankruptcy Rule 6004(h). Further, to the extent applicable, Debtors request that the Court find that the provisions of Bankruptcy Rule 6003 are satisfied. As explained herein, the relief

requested in this Motion is immediately necessary for Debtors to be able to continue to operate its business and preserve the value of the estate.

NOTICE

Notice of this Motion has been given to the following parties: (i) the holders of the twenty largest general unsecured claims against Debtors; (ii) the Internal Revenue Service; (iii) the Office of the Unites States Attorney for the Western District of North Carolina; (iv) the Office of the United States Bankruptcy Administrator for the Western District of North Carolina;, (v) DLP, (vi) SLK, (vii) H&V, and (viii) the Noteholders. The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

WHEREFORE, the Debtors respectfully request that the Court:

A. Conduct an emergency hearing on this Motion in accordance with sections 105, 361, and 363 of the Bankruptcy Code and Bankruptcy Rule 4001;

B. At the emergency hearing, determine that the Debtors have given adequate notice of the emergency hearing on the approval of the use of Cash Collateral as to content, persons, and time;

C. At the emergency hearing, grant the Motion on an emergency basis pending a final hearing;

D. At the emergency hearing, enter the Interim Cash Collateral Order approving the use of Cash Collateral as set forth herein on an emergency interim basis for cause shown, and approving the use of Cash Collateral by the Debtors;

E. At the emergency hearing, authorize the Debtors, immediately and on an ongoing basis, to use any and all of the cash proceeds Cash Collateral to pay the ordinary expenses of operating its business and to fund the administrative expenses of these cases in accordance with

the Interim Budge and subject to a cumulative ten percent (10%) permitted variance without further order of the Court, attached hereto as **Exhibit A**;

F. At the emergency hearing, set this Motion for a final hearing upon due notice, in accordance with sections 105, 361 and 363 of the Bankruptcy Code and Bankruptcy Rules 2002, 4001 and 9014; and

G. Grant such other and further relief as the Court deems just and proper.

This the 24th day of February, 2026.

RAYBURN COOPER & DURHAM, P.A.

By: /s/ Matthew L. Tomsic

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Proposed Counsel to the Debtor

EXHIBIT A

INTERIM BUDGET

BRD Land & Investment

	March 2026 (1)	April 2026
Beginning Cash Balance	$ 1,530,945	$ 1,193,188
Sale - McGill - 2	-	2,000,000
Property Sales	-	-
Balance Available	1,530,945	3,193,188
Description		
Payroll	(206,083)	(85,643)
Misc: OPEN AP (Utilities, Bank Fees, etc.)	(2,587)	(1,913)
Expense Reimbursement	(9,000)	(9,000)
CAP Insurance	(4,022)	(4,022)
CH Office - Rent	(7,500)	(7,500)
InvestNext	(1,700)	(1,700)
Panther Building Services	(866)	(433)
Southern Shade Tree Co Inc	(1,040)	(520)
ThinkManaged Technologies, LLC	(3,613)	(3,613)
Quarterly Fees for Bankruptcy Court	(1,346)	(857)
Carve Out for Professional Fees	(100,000)	(100,000)
	-	-
Total Proposed Spend	(337,757)	(215,201)
Ending Balance	$ 1,193,188	$ 2,977,987

EXHIBIT B

PROPOSED ORDER

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

IN RE: BRDL LAND & INVESTMENT, et al.[1] Debtors.	Chapter 11 Case No. 26-_____ (Joint Administration Requested)[2]

INTERIM ORDER AUTHORIZING DEBTORS' USE OF CASH COLLATERAL

THIS MATTER came before the Court on the Emergency Motion of the Debtors for Interim and Final Orders Authorizing the Debtors to Use Cash Collateral and Granting Related Relief [Docket No: ___] (the "Motion")[3]. Based upon a review of the record, the contents of the Motion, the statements of counsel, and the evidence offered at the hearing on the Motion, the Court finds and concludes that the relief requested in the Motion is in the best interests of the Debtors, their estates, and their creditors; proper and adequate notice under the circumstances

[1] The Debtors in these jointly administered cases are the following entities (the last four digits of their respective taxpayer identification numbers follow in parentheses): BRD Land & Investment, a South Carolina partnership (6940), BRDL Warden Station Holding Co LLC (0184), and BRDL Warden Station, LLC (4687). The Debtors' address is 6433 Bannington Road, Charlotte, NC 28226.
[2] The Debtors have also filed a contemporaneous motion requesting joint administration of their respective Chapter 11 bankruptcy cases.
[3] Terms not otherwise defined herein shall have the meanings set forth in the Motion.

has been given to all parties entitled to notice; and good cause exists to grant the Motion herein. By entry of this Order, the Court makes the following:

FINDINGS OF FACT

1. On February 24, 2026, (the "Petition Date"), the Debtors filed voluntary petitions for relief under Chapter 11 of the Bankruptcy Code in this Court. The Debtors continue in possession of its property and the management of their businesses as a debtors-in-possession pursuant to Sections 1107 and 1108 of the Bankruptcy Code.

2. BRD is a South Carolina partnership. BRD is headquartered in Charlotte, North Carolina. BRD is an entitlement and permitting company focusing on selling shovel-ready land to national and regional homebuilders. Warden Station is an entity that holds title to property in South Carolina subject to a BRD project. Holding Co is the sole Member of Warden Station.

3. The Debtors have several secured creditors who purport to express an interest in BRD's cash collateral.

4. BRD and Warden Station entered into several loans with DLP at various dates. On January 28, 2025, DLP filed the Financing Statement, purporting to perfect a security interest in several specific categories of collateral for which no identical listing is included in the loan documents cited above. More specifically, Exhibit A of the Financing Statement listed as collateral: "All of Debtor's assets, including but not limited to the following, regardless of location, including but not limited to assets located at or on the Real Property Collateral (as defined in the Loan Agreement): General Intangibles[;] Accounts (Including Accounts Receivable)[;] Inventory[;] Equipment[;] Fixtures[;] Chattel Paper, Documents and Instruments[;] After Acquired Property[;] [and] Proceeds." For the purposes of this Order, the Court has proceeded with the presumption that DLP holds valid debts owed by the BRD and that

the BRD's cash collateral is subject to valid, perfected security interests securing the debts in favor of DLP. The Debtors have reserved its right as well as the right of any other party with standing to challenge the same in a later proceeding.

5. BRD also entered into promissory notes with the Noteholders, purporting to give the Noteholders an interest in "Business Assets". For the purposes of this Order, the Court has proceeded with the presumption that the Noteholders hold valid debts owed by the BRD and that the BRD's cash collateral is subject to valid, perfected security interests securing the debts in favor of the Noteholders. The Debtors have reserved its right as well as the right of any other party with standing to challenge the same in a later proceeding.

6. Additionally, at various times, BRD entered into certain agreements with the SLK and H&V, granting them both security interests in BRD's cash collateral and formalized by their UCC Financing Statements filings, respectively.

7. A hearing was held with respect to relief under the Motion on [***] [*], 2026.

CONCLUSIONS OF LAW

8. This is a "core" proceeding within the meaning of 28 U.S.C. §§ 157(b)(2)(M), among other provisions, and this Court has authority to enter this Order under 11 U.S.C. 105, 361, and 363, among other sections.

9. DLP's interest in cash collateral to the extent such interest exists is adequately protected by equity cushion, replacement liens and the Debtors' intent to make adequate protection payments following the sale of the Debtors' assets pursuant to Section 361 of the Bankruptcy Code.

10. The Noteholders interest in cash collateral to the extent such interest exists is adequately protected by equity cushion and replacement liens pursuant to Section 361 of the Bankruptcy Code.

11. SLK's and H&V's interest in cash collateral to the extent such interest exists is adequately protected by equity cushion and replacement liens pursuant to Section 361 of the Bankruptcy Code. SLK and H&V also consent to the use of their cash collateral.

12. Entry of this Order, granting the Debtors the authorization that follows, is in the best interests of the Debtors, their creditors and other parties in interest in this case.

In view of the foregoing, it is **THEREFORE ORDERED, ADJUDGED AND DECREED** as follows:

A. The Motion is granted on an interim basis.

B. This Order is entered without prejudice to any and all claims, rights, and defenses that the Debtors or any other party with standing may have to challenge the nature, validity, or extent of the liens asserted by the Secured Parties.

C. The requirements of Rule 6003 of the Bankruptcy Rules are satisfied and the relief requested is necessary to avoid immediate and irreparable harm.

D. Notwithstanding Rule 6004(h) of the Bankruptcy Rules, this Order shall be effective and enforceable immediately upon entry hereof.

E. Interim Authority to Use Cash Collateral. During the term of this Order, as long as the Debtors comply with the provisions set forth herein, the Debtors are authorized to use cash collateral, on an interim basis, to operate in the ordinary course of business and to pay only those expenses which must be incurred on or before a final hearing on this matter may be held. A copy of the approved cash collateral budget through April 30, 2026, is attached hereto as **Exhibit A**.

F. Deadline for Authority. A further hearing on the use of cash collateral shall be held on [***] (the "Final Hearing") before the Honorable [***] at the United States Bankruptcy Court, [***]. Any objection to the Debtors' use of cash collateral shall be filed and served no less than seven (7) business days prior to the Final Hearing.

G. Modifications to the Budget. The Debtors may also utilize cash collateral for expenses not set forth in the Budget without further order of this Court so long as the Debtors' utilization is within a ten percent (10%) cumulative variance of the Interim Budget.

H. Service of Order. Counsel for Debtors shall ensure that a copy of this order is served electronically or by first class mail (which, pursuant to the Bankruptcy Rules, will be deemed sufficient) upon (a) the Bankruptcy Administrator for the Western District of North Carolina; (b) the Internal Revenue Service; (c) the Debtors' twenty largest unsecured creditors; (d) DLP; (e) SLK; (f) H&V; (g) the Noteholders; and (h) those parties requesting notice pursuant to Bankruptcy Rule 2002. In light of the nature of the relief requested herein, this Order confirms that no other or further notice need be given.

This Order has been signed electronically. The judge's signature and court's seal appear at the top of the Order.

United States Bankruptcy Court

EXHIBIT A

INTERIM BUDGET

BRD Land & Investment

	March 2026 (1)	April 2026
Beginning Cash Balance	$ 1,530,945	$ 1,193,188
Sale - McGill - 2	-	2,000,000
Property Sales	-	-
Balance Available	1,530,945	3,193,188
Description		
Payroll	(206,083)	(85,643)
Misc: OPEN AP (Utilities, Bank Fees, etc.)	(2,587)	(1,913)
Expense Reimbursement	(9,000)	(9,000)
CAP Insurance	(4,022)	(4,022)
CH Office - Rent	(7,500)	(7,500)
InvestNext	(1,700)	(1,700)
Panther Building Services	(866)	(433)
Southern Shade Tree Co Inc	(1,040)	(520)
ThinkManaged Technologies, LLC	(3,613)	(3,613)
Quarterly Fees for Bankruptcy Court	(1,346)	(857)
Carve Out for Professional Fees	(100,000)	(100,000)
	-	-
Total Proposed Spend	(337,757)	(215,201)
Ending Balance	$ 1,193,188	$ 2,977,987