

Collateral. *See In re Ames Dep't Stores, Inc.*, 115 B.R. 34, 36 n.2 (Bankr. S.D.N.Y. 1990) (finding that "immediate and irreparable harm" exists where loss of the business threatens ability to reorganize). Accordingly, the Debtor respectfully submits that he has satisfied Bankruptcy Rule 6003 as it relates to the relief requested herein.

WAIVER OF BANKRUPTCY RULE 6004(a) AND 6004(h)

31. Given the nature of the relief requested herein, the Debtor respectfully requests a waiver of (a) the notice requirements under Bankruptcy Rule 6004(a), and (b) the fourteen-day stay under Bankruptcy Rule 6004(h). As set forth above, the immediate use of Cash Collateral is essential to prevent irreparable damage to the Debtor's operations. Accordingly, the Debtor submits that ample cause exists to justify a waiver of the notice requirements under Bankruptcy Rule 6004(a) and the fourteen-day stay imposed by Bankruptcy Rule 6004(h), to the extent they apply.

NO PRIOR REQUEST

32. The Debtor has not previously sought the relief requested herein from this or any other court.

NOTICE

33. Notice of this Motion will be given to (i) the Office of the United States Trustee for the Northern District of New York (ii) each of the Lienholders; (iii) the parties listed in the list of twenty (20) largest unsecured creditors filed by the Debtor in this Chapter 11 Case; (iv) any other party entitled to notice pursuant to Local Bankruptcy Rule 9013-1. In light of the circumstances and the nature of the relief requested herein, the Debtor submits that no further notice is required.

WHEREFORE, the Debtor respectfully requests that the Court enter the Interim Cash Collateral Order, in substantially the form attached hereto as **Exhibit A**, (i) granting the relief sought herein on an