

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

In re: ) Chapter 11  
 )  
CORROZI-FOUNTAINVIEW, LLC, ) Case No.: 10-11090 (KG)  
 )  
Debtor. ) **Regarding Docket No. \_\_\_\_**

**ORDER APPROVING STIPULATION AUTHORIZING THE  
DEBTOR'S USE OF CASH COLLATERAL**

UPON CONSIDERATION of the *Motion Of The Debtor Pursuant To Sections 361, 363(c) And 363(e) Of The Bankruptcy Code, Rules 4001(b) And (d) Of The Bankruptcy Rules And Local Rule 4001-2 For Approval Of A Stipulation Authorizing The Use Of Cash Collateral* (the "Motion"), and it appearing that adequate notice was given with respect to the Motion and sufficient cause exists for granting the relief requested therein,

IT IS HEREBY ORDERED that the Motion GRANTED;

IT IS FURTHER ORDERED that Stipulation attached hereto as Exhibit A is approved in all respects *nunc pro tunc* to July 1, 2010; and

IT IS FURTHER ORDERED that the Debtor is authorized to use Cash Collateral subject to the terms and conditions of the Stipulation.

Dated: \_\_\_\_\_

\_\_\_\_\_  
The Honorable Kevin Gross  
United States Bankruptcy Court

# Exhibit A

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

In re:	)	Chapter 11
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CORROZI-FOUNTAINVIEW, LLC,	)	Case No.: 10-11090 (KG)
	)	
Debtor.	)	
	)	

**STIPULATION AUTHORIZING THE USE OF CASH COLLATERAL  
NUNC PRO TUNC TO JULY 1, 2010**

The parties to this Stipulation, by and through their undersigned counsel, hereby agree as follows, subject to the approval of the Court:

WHEREAS, on March 31, 2010 (the "Petition Date"), the Debtor filed a voluntary petition under Chapter 11 of the Bankruptcy Code commencing this case (the "Case");

WHEREAS, the Debtor has continued in the management and operation of its business and property as a debtor-in-possession pursuant to Bankruptcy Code Sections 1107 and 1108. No trustee or examiner has been appointed in the Case as of the date hereof;

WHEREAS, this Court has jurisdiction over the Case, and over the property affected hereby pursuant to 28 U.S.C. § 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A);

WHEREAS, this is a single asset real estate case. The Debtor is a special purpose entity which owns real estate in Newark, Delaware. The parcel is divided into two construction projects. One project involves the erection of three condominium buildings, each containing 64 units (each a "Condominium Unit"). The primary secured lender on this project is PNC Bank, N.A. ("PNC"). PNC loaned the Debtor monies to

acquire the underlying real property and construct the Condominium Units (the “Pre-Petition Debt”).

WHEREAS, the Debtor has agreed that as of the Petition Date, and for purposes of this Stipulation, and subject to paragraph 3 below, PNC has a first priority security interests and liens in the Condominium Units (except for those Condominium Units which have been sold to third parties and for which PNC has released its liens) and other assets of the Debtor (the “Pre-Petition Collateral”). The Debtor has agreed that as of the Petition Date, Pre-Petition Collateral includes “cash collateral” as defined in Section 363(a) of the Bankruptcy Code (the “Cash Collateral”);

WHEREAS, an immediate need exists for the Debtor to use Cash Collateral to continue its business operations and administer and preserve the value of its estate. The ability of the Debtor to operate its business requires the use of Cash Collateral, absent which immediate and irreparable harm will result to the Debtor, its estate, its creditors and the possibility for a successful reorganization;

WHEREAS, the use of Cash Collateral is necessary, essential, and appropriate for the continued operation of the Debtor’s business and the management and preservation of its property;

WHEREAS, it is in the best interest of the Debtor, its estate and its creditors that the Debtor be allowed to use Cash Collateral in accordance with the terms of this Stipulation and Order;

WHEREAS, the terms and conditions stated below governing the Debtor’s use of Cash Collateral, taken as a whole are fair and reasonable under the circumstances; and

WHEREAS, the notice given with respect to approval of this Stipulation shall constitute adequate notice under the circumstances in accordance with Bankruptcy Rule 4001(b) and Bankruptcy Code Section 102(1) and in light of the nature and urgency of the relief requested,

NOW THEREFORE, IT IS RESOLVED, SUBJECT TO THE APPROVAL OF THE COURT, AS FOLLOWS:

1. The Debtor is authorized to use Cash Collateral for the period (the "Specified Period") from the Petition Date through September 1, 2010, which period may be extended pursuant to the terms of this Stipulation, only pursuant to the following terms and conditions:

a. Except as otherwise expressly provided herein, Cash Collateral may be used during the Specified Period solely up to the amount of \$10,000 plus \$2,000 per month for a maximum amount of \$16,000 starting on July 1, 2010 and substantially for the purposes of paying (a) fees charged by the United States Trustee pursuant to 28 U.S.C. Section 1930(a)(6) in connection with this Case; (b) premiums for insurance on the Condominium Units or the Debtor's other assets; and (c) utility bills and rents incurred with respect to property owned or being used by the Debtor;

b. Any extension of this Stipulation or any material modification of this Stipulation requires the consent of PNC and further notice and approval of the Court;

c. The right of the Debtor to use Cash Collateral shall terminate at the expiration of the Specified Period or, if earlier, as and when provided in Paragraph 8 hereof;

d. The Debtor shall not pay any administrative expense or other amount other than as set forth in paragraph 1(a) above without the prior written consent of PNC or approval by this Court after notice to PNC and a hearing; and

2. PNC is hereby granted replacement liens on all postpetition assets and the proceeds thereof of the Debtor that constitute Pre-Petition Collateral to the extent that the Debtor uses any Cash Collateral. Solely for purposes of this Stipulation, PNC is adequately protected for the Debtor's use of Cash Collateral.

3. Nothing contained in this Stipulation shall prejudice the right of any appointed committee, any creditor or party in interest with requisite standing or the United States Trustee to object to or to challenge (a) the validity, extent, perfection, enforceability or priority of the security interests and liens of PNC in and to the Pre-Petition Collateral, or (b) the extent, validity, allowability, enforceability, priority or status of the Pre-Petition Debt.

4. The terms and provisions of this Stipulation and any order approving this Stipulation shall survive the entry of any order confirming a plan of reorganization or converting the Case to a case under Chapter 7 of the Bankruptcy Code, the dismissal of the Case or the abandonment of any of the Pre-Petition Collateral, and shall continue in the Case and in any successor case(s), notwithstanding the expiration of the Specified Period or any earlier termination of the Debtor's authorization to use Cash Collateral.

5. Until the expiration of the Specified Period or any earlier termination of the Debtor's authorization to use Cash Collateral, the Debtor shall:

a. apply Cash Collateral to the expenses of the operation of its

business solely as provided in this Stipulation;

b. serve PNC and counsel for any appointed committee with a copy of each monthly operating report in this Case as required by the Court, the United States Trustee or applicable law within 3 days of filing each report;

c. grant PNC replacement liens on all postpetition assets and the proceeds thereof of the Debtor that constitute Pre-Petition Collateral to the extent that the Debtor uses the Cash Collateral; and

d. insure the Pre-Petition Collateral in the amounts and for the risks, and by the entities, as required under the loan documents for the Pre-Petition Collateral, except that the Debtor will maintain such additional insurance as may be required by the Office of the United States Trustee's operating guidelines.

6. Until the Pre-Petition Debt has been indefeasibly paid in full in cash, and notwithstanding the expiration of the Specified Period or any earlier termination of the Debtor's authorization to use Cash Collateral, the Debtor shall:

a. deposit all income collected in connection with the Debtor's ownership, lease, and management of the Condominium Units or otherwise into the debtor-in-possession accounts maintained by the Debtor at PNC (the "Bank Accounts"); and

b. not assume, assign, reject, sublease, abandon, terminate, transfer, sell or otherwise dispose of any real property leasehold interest without the consent of PNC or Order of this Court.

7. Except as expressly provided for herein or by the Bankruptcy Code, nothing contained herein shall:

a. constitute a waiver by PNC of any rights which may exist under the loan documents including, without limitation, (i) the right to exercise the rights and remedies of a secured party thereunder and under applicable law, or (ii) the right to seek additional adequate protection or to challenge any impairment of their claims, security interests or liens;

b. constitute a waiver by PNC of the right (i) to seek to dismiss or convert the Case, (ii) to move for the appointment of a Chapter 11 trustee or examiner (with or without expanded powers), (iii) to seek relief from the automatic stay or to exercise any other rights which it may have under the Bankruptcy Code or other applicable law, (iv) to seek to modify this Order or any subsequent Order governing the use of Cash Collateral for any reason, or (v) against any non-debtor party;

c. constitute a waiver by the Debtor of any rights it may have (i) to oppose motions by PNC within the purview of subparagraph (a) or (b) above, or (ii) to seek to use, sell or lease any property of the estate pursuant to the provisions of Section 363 of the Bankruptcy Code, *provided, however*, that the Debtor shall not seek to use Cash Collateral during the Specified Period in any amounts, at any time or for any purposes other than as set forth in Paragraph 1 above; or

d. obligate PNC to permit the use of Cash Collateral other than as provided herein or to advance funds to the Debtor for any reason, including, without limitation, for the payment of expenses of administration under the Bankruptcy Code, or be construed as an implied consent of PNC with respect to surcharge under Bankruptcy Code Section 506(c).

8. The Debtors' authorization to use Cash Collateral shall terminate



upon the expiration of the Specified Period. Except as expressly provided herein, termination of the Debtor's authorization to use Cash Collateral or the expiration of the Specified Period shall not impair the continuing effectiveness and enforceability of all other provisions hereof, nor prejudice the Debtor's rights to seek to further use Cash Collateral or PNC's right to oppose such use.

9. Upon approval of the Court, this Stipulation shall become effective as of July 1, 2010.

10. The Debtor shall use its best efforts to obtain Court approval of this Stipulation, *nunc pro tunc* to July 1, 2010, at the next available omnibus hearing in the Case.

CROSS & SIMON, LLC

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