UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS
Eastern Division

In Re:	)	BK No.: 25-11605
DENOYER-GEPPERT SCIENCE COMPANY,	)	
	)	Chapter: 11
	)	Honorable Jacqueline P Cox
	)	
	)	
Debtor(s)	)	

FIFTH INTERIM ORDER AUTHORIZING THE DEBTOR TO USE CASH COLLATERAL

DENOYER-GEPPERT SCIENCE COMPANY, as debtor and debtor-in-possession (the "Debtor") in the above-captioned chapter 11 case is seeking interim authorization to Use Cash Collateral and Granting Adequate Protection;

Due and adequate notice of the Motion was given; and

No objections to the Motion have been filed with the Court or received by the Debtor,

IT IS HEREBY ORDERED:

1. The Debtor is authorized to use cash collateral and provide adequate protection on the following terms:

a. Replacement Liens: As adequate protection for any use or diminution in the value of the Secured Creditors' interests in Debtor's pre-petition assets as well as the Internal Revenue Service and the Illinois Department of Unemployment Security ("Taxing Authorities"), pre-petition tax lien claims which attached to any pre-petition assets of the Debtor, including the cash collateral subject to this interim order, the Secured Creditors and the Taxing Authorities (as those terms are defined herein) are granted, retroactive to the date on which the Debtor's bankruptcy petition was filed, and without the necessity of any additional documentation and filings replacement liens in all post-petition property of the Debtor, including all cash collateral, to the same extent, validity, and priority as the Secured Creditors and Taxing Authorities had pre-petition in such property;

b. Budget: The Debtor will operate within 10% of the budget attached as Exhibit C to the Motion (the "Budget") until use of cash collateral is approved on a permanent basis.

c. Usage: The Debtor is authorized to use cash collateral commencing upon entry of this order until the Termination Date (as defined below) to pay (i) actual, ordinary, and necessary expenses of the Debtor's business as described in the Budget, and (ii) any other expenses approved by the Court. The Debtor shall be deemed to comply with the Budget so long as its total cash disbursements for the period between entry of this order and the termination date do not exceed 110% of the total cash disbursement amounts provided for in the Budget or such higher amount to which the Fund's expressly consent;

d. Termination: The date on which the Debtor's rights to use Cash Collateral shall cease;

i. Entry of a Court order directing the cessation of the use of cash collateral;
ii. Conversion of this proceeding to one under Chapter 7 of the Bankruptcy Code;
iii. Dismissal of this proceeding.

e. The Secured Creditors and the Taxing Authorities are deemed to have requested adequate protection on the date on which the Debtor filed its bankruptcy petition;

f. The Debtor shall maintain and pay premiums for insurance to cover all of its assets from fire, theft, water damage, and any other casualty events to the same extent and with the same coverage as such were maintained and paid prepetition;

g. The Debtor shall properly maintain in good repair and properly manage any real property it owns;

h. Other than as set forth above, all funds in or that come into Debtor's possession and control – other than cash collateral that is authorized to be used pursuant to this interim order and such funds that are paid as adequate protection pursuant to this interim order – shall be deposited promptly into the Debtor's post-petition business bank accounts and shall not be expended except in compliance with this interim order or other prior order of the Court.

i. During the pendency of this bankruptcy and until further order of the Court, all cash of Debtor now or hereafter acquired is deemed to be cash collateral of the Secured Creditors and the Taxing Authorities; and the Secured Creditors and Taxing Authorities security interest in all cash collateral shall be deemed perfected under the Uniform Commercial Code or applicable federal and state tax provisions in all cash wherever located now and wherever located in the future.

2. This interim order is made without prejudice to any party's rights, including but not limited to rights to seek a determination at a later date as to the necessity or continued adequacy of adequate protection for any collateral of the Secured Creditors and Taxing Authorities. Further, this Interim Order is without prejudice to any party's rights to challenge the validity, priority, or extent of any lien, or to challenge the application of any rights of any party to any property under the Court's jurisdiction.

3. This interim order shall not be deemed to have suspended of waived any of the respective rights or remedies of the Bank under the Bankruptcy Code, other applicable law, or any pre-petition loan and security documents. No failure or delay of any party to require strict performance of any provision of this interim order shall waive, affect, or diminish any right of any party thereafter to require strict compliance and performance therewith. Any adequate protection payments are provisional and subject to accounting by the Bank upon motion and request by a party in interest.

4. The Debtor is hereby authorized to execute any documents as may be required to carry out the provisions of this Interim Order.

5. This Order shall be effective immediately upon entry; and,

6. This Interim Order shall expire on May 6, 2026 and a further hearing on the Interim use of Cash Collateral shall be scheduled for May 5, 2026 at 1:30 P.M.

Enter: Jacqueline P. Cox

Honorable Jacqueline Cox

United States Bankruptcy Judge

Dated: March 31, 2026

Prepared by:

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