

UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

In re: )  
 ) Chapter 11  
 )  
ESPLANADE HL, LLC, *et al.* ) Case No. 16-33008  
 ) (Joint Administration Requested)  
 )  
Debtors.<sup>1</sup> ) Honorable Carol A. Doyle  
 )  
\_\_\_\_\_ )

**NOTICE OF MOTION**

**PLEASE TAKE NOTICE** that on **Tuesday, October 25, 2016 at 12:30 p.m.**, or as soon thereafter as counsel may be heard, we will appear before the Honorable Carol A. Doyle, or any judge sitting in her stead, in Room 742 of the Everett McKinley Dirksen Building, 219 South Street, Chicago, Illinois 60604, and then and there present the ***Motion for Interim and Final Orders: (I) Authorizing Use of Cash Collateral; (II) Granting Adequate Protection; (III) Scheduling Final Hearing; And (IV) Granting Related Relief***, a copy of which is hereby served upon you.

Dated: October 17, 2016

Respectfully submitted,

**ESPLANADE HL, LLC, ET AL.**

By:  /s/ Harold D. Israel

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*Proposed Counsel for the Debtors and  
Debtors in Possession*

<sup>1</sup> The debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal taxpayer-identification number, are: (i) Esplanade HL, LLC (6804); (ii) 2380 Esplanade Drive, LLC (0331); (iii) 171 W. Belvidere Road, LLC (2032); (iv) 9501 W. 144th Place, LLC (7104); (v) Big Rock Ranch, LLC (7248).

**CERTIFICATE OF SERVICE**

I, Harold D. Israel, the undersigned attorney, hereby certify that on October 17, 2016, I caused a copy of the *Notice of Motion* and *Motion for Interim and Final Orders: (I) Authorizing Use of Cash Collateral; (II) Granting Adequate Protection; (III) Scheduling Final Hearing; And (IV) Granting Related Relief* to be served via first class U.S. Mail as indicated below.

/s/ Harold D. Israel \_\_\_\_\_

**SERVICE LIST**

George Venturella  
20550 LaGrange Road  
Frankfort, IL 60423

GELO Properties LLC  
855 Jennifer Court  
Lake Forest, IL 60045

Realty Metrix  
2390 Esplanade Dr.  
Algonquin, IL 60102

Triumph Construction Services Corp.  
Attn: Joseph D. Palmisano  
19 S. LaSalle St., Suite 900  
Chicago, IL 60603

Moglia Advisors  
1325 Remington Rd.  
Suite H  
Schaumburg, IL 60173

O'Hare Mechanical Contractors, Inc.  
2500 W. Higgins Rd.  
Suite 100  
Hoffman Estates, IL 60169

ComEd  
PO Box 6111  
Carol Stream, IL 60197-6111

All American Commercial Roofing  
Attn: Jeffrey M. Heftman  
1 E. Wacker Dr., Suite 1700  
Chicago, IL 60601

Factotum Property  
PO Box 460  
Woodstock, IL 60098

C.B.M. Plumbing, Inc.  
Attn: Alan Garrow  
510 South Batavia Ave.  
Batavia, IL 60510

Martin's Landscaping  
2612 Michael St  
Wonder Lake, IL 60097

Classic Landscape Ltd.  
Attn: William R. Kuehn  
102 N. Cook St.  
Barrington, IL 60010

Nicor  
PO Box 5407  
Carol Stream, IL 60197-5407

William J Arendt & Associates, PC  
7035 Veterans Boulevard  
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Willowbrook, IL 60527

Classic Touch Painting, Inc.  
Attn: Thomas P. Dalton  
6930 W.79th St.  
Burbank, IL 60459

Common of Illinois Inc.  
Attn: Walter Diambri  
530 N. Milwaukee Ave., Suite A  
Libertyville, IL 60048

Keystone Construction, Inc.  
Attn: Wendy Kenny  
126 White Oak Dr.  
Wheaton, IL 6018

Lauderdale Electric, Inc.  
Attn: William Merrill Lauderdale  
205 Prairie Lake Rd., Ste. A  
Dundee, IL 60118

SMG Security Systems, Inc.  
Attn: John Reidy  
120 King St.  
Chicago, IL 60607

Steiner Electric Company  
Attn: Raymond E. Saunders  
30 S. Wacker Dr., Suite 500  
Chicago, IL 60606

Watson Commercial Group, Inc.  
Attn: John J. Chitkowski  
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Department of the Treasury  
Internal Revenue Service  
PO Box 7346  
Philadelphia, PA 19101

Much Shelist  
Attn: Steven Stender  
191 N. Wacker Dr., Suite 1800  
Chicago, IL 60606

Illinois Department of Revenue  
Bankruptcy Section  
PO Box 64338  
Chicago, IL 60664

First Midwest Bank  
24509 W. Lockport Street  
Plainfield, IL 60544

Kane County Treasurer  
PO Box 4025  
Geneva, IL 60134-4025

Cook County Treasurer  
69 W. Washington Suite 2830  
Chicago, IL 60602

Lake County Treasurer  
18 N County St #102  
Waukegan, IL 60085

UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF ILLINOIS  
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In re: )  
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ESPLANADE HL, LLC, *et al.* ) Case No. 16-33008  
 ) (Joint Administration Requested)  
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Debtors.<sup>1</sup> ) Honorable Carol A. Doyle  
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\_\_\_\_\_ )

**MOTION FOR INTERIM AND FINAL ORDERS: (I) AUTHORIZING USE OF CASH COLLATERAL; (II) GRANTING ADEQUATE PROTECTION; (III) SCHEDULING FINAL HEARING; AND (IV) GRANTING RELATED RELIEF**

Esplanade HL, LLC (“EHL”); 2380 Esplanade Drive, LLC (“Esplanade”); 171 W. Belvidere Road, LLC (“Belvidere”); and 9501 W. 144th Place, LLC (“9501,” and collectively with EHL, Esplanade, and Belvidere, the “Debtors”), by and through their proposed undersigned counsel, hereby move this Court (the “Motion”) for entry of orders pursuant to sections 105, 361, and 363 of title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the “Bankruptcy Code”); Rules 2002, 4001, and 9014 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”); and Rule 4001-2 of the Local Rules of the United States Bankruptcy Court for the Northern District of Illinois (the “Local Rules”): (i) entering the proposed Interim Order (as defined below) and authorizing interim use of cash collateral pursuant to the Budget (as defined below); (ii) providing adequate protection to their secured lender, First Midwest Bank (“FMB”); (iii) scheduling a final hearing on the Motion (the “Final Hearing”); (iv) entering the Final Order (as defined below) at the Final Hearing and authorizing use of cash collateral pursuant to the

<sup>1</sup> The debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal taxpayer-identification number, are: (i) Esplanade HL, LLC (6804); (ii) 2380 Esplanade Drive, LLC (0331); (iii) 171 W. Belvidere Road, LLC (2032); (iv) 9501 W. 144th Place, LLC (7104); (v) Big Rock Ranch, LLC (7248).

Budget on a final basis; and (v) granting other related relief as necessary. In further support of this Motion, the Debtors respectively state as follows:

### **JURISDICTION AND VENUE**

1. This Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1334. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b).
2. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

### **BACKGROUND**

#### **A. General Background**

3. On October 17, 2016 (the "*Petition Date*"), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code (the "*Chapter 11 Cases*").
4. The Debtors continue to operate their businesses and manage their properties as debtors-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.
5. No trustee, examiner, creditors' committee, or other official committee has been appointed in the Chapter 11 Cases.
6. The above-captioned debtors and debtors in possession own certain real estate consisting of:
  - a. Lots 12, 13 and 14 (collectively, the "*EHL Property*") within the Esplanade Subdivision ("*ES*") in Algonquin, Illinois containing a Hobby Lobby store, now known as Lots 1 and 2 of the final re-subdivision of the ES;
  - b. Lot 6 (the "*Esplanade Building*") located at 2380 Esplanade, Algonquin, Illinois and Units 100 and 300 in the three story business condominium building located on Lot 7 located at 2390 Esplanade, Algonquin, Illinois (collectively, the "*Condo Units*" and collectively with the Esplanade Building, the "*Esplanade Property*");
  - c. An office building (the "*9501 Property*") located at 9501 W. 144<sup>th</sup> Orland Park, Illinois;
  - d. A strip mall shopping center (the "*Belvidere Property*") located at 171 W Belvidere in Round Lake, Illinois; and

- e. A ranch located at 310 Thick Spike Road, Fairplay, Colorado (the “*Big Rock Property*”).<sup>2</sup>

7. A detailed description of the Debtors and their businesses, and the facts and circumstances supporting this Motion and the Debtors’ chapter 11 cases, are set forth in greater detail in the *Declaration of William Vander Velde III in Support of First Day Motions and Applications*, filed contemporaneously herewith.

**B. The Need for Use of Cash Collateral**

8. The Debtors’ estates will suffer immediate and irreparable harm if the Debtors do not obtain immediate access to FMB’s cash collateral. The Debtors do not have unencumbered cash and need liquidity to operate their businesses and pay operating expenses critical to the properties, including utilities, security, garbage, insurance, repairs, and maintenance. The Debtors cannot reasonably expect their service providers to continue providing services without a source of payment while they reorganize their businesses.

**C. The FMB Loan Documents**

- a. EHL

9. EHL executed that certain Promissory Note (as amended from time to time thereafter, the “*EHL Note*”) dated April 27, 2011, in favor of FMB in the original principal amount of \$3,500,000, which was subsequently increased to (i) \$3,600,000 pursuant to the First Amendment dated September 30, 2011 and (ii) \$3,950,000 pursuant to the Second Amendment dated June 29, 2012. The outstanding principal balance of the EHL Note as of the Petition Date was approximately \$3,931,566.89 plus accrued interest, fees, and costs (collectively, the “*Prepetition EHL Debt*”). The EHL Note is secured by (a) that certain (i) Construction Mortgage,

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<sup>2</sup> There are no operations on the Big Rock Property and Big Rock Ranch, LLC is not seeking the use of cash collateral. Thus, solely for the purposes of this Motion, any reference to “Debtors” shall not include Big Rock Ranch, LLC.

Security Agreement, Assignment of Leases and Rents and Fixture Filing dated April 27, 2011 (the “*EHL Mortgage*”) related to Lots 13 and 14 of the EHL Property and (ii) First Amendment to Loan Documents dated September 30, 2011 related to Lot 12; and (b) that certain Assignment of Leases and Rents dated April 27, 2011.

b. Esplanade

10. Esplanade executed that certain Promissory Note (as amended from time to time thereafter, the “*Esplanade Note*”) dated December 30, 2010, in favor of FMB in the original principal amount of \$2,000,000.<sup>3</sup> The outstanding principal balance of the Esplanade Note as of the Petition Date was approximately \$1,012,979.50 plus accrued interest, fees, and costs (the “*Prepetition Esplanade Note Debt*”). The Esplanade Note is secured by (a) that certain Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing dated December 30, 2010 by and between Esplanade and FMB related to Esplanade Property and (b) that certain Assignment of Leases and Rents dated March 29, 2010 by and between Esplanade and FMB.

c. 9501

11. 9501 executed that certain Term Note (as amended from time to time thereafter, the “*9501 Term Note*”) dated March 29, 2010, in favor of FMB in the original principal amount of \$1,700,000. The outstanding principal balance of the 9501 Term Note as of the Petition Date was approximately \$1,552,479.11 plus accrued interest, fees, and costs (the “*Prepetition 9501 Term Note Debt*”).

12. 9501 further executed that certain Line of Credit Note (as amended from time to time thereafter, the “*9501 LOC Note*”) dated March 29, 2010, in favor of FMB in the original principal amount of \$350,000. The outstanding principal balance of the 9501 LOC Note as of the

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<sup>3</sup> EHL was also a party to the original Esplanade Note, but was released pursuant to that certain *Second Amendment to Loan Documents* dated as of December 31, 2011.

Petition Date was approximately \$349,406.87 plus accrued interest, fees, and costs (the “*Prepetition 9501 LOC Debt*,” and collectively with the Prepetition 9501 Term Note Debt, the “*Prepetition 9501 Debt*”). The Prepetition 9501 Debt is secured by (a) that certain Mortgage, Fixture Filing and Security Agreement with Assignment of Rents dated March 29, 2010 by and between 9501 and FMB related to the 9501 Property and (b) that certain Assignment of Leases and Rents dated March 29, 2010 by and between 9501 and FMB.

d. Belvidere

13. Belvidere and William Vander Velde III (“*Vander Velde*”),<sup>4</sup> jointly and severally, executed that certain Promissory Note (as amended from time to time thereafter, the “*2010 Belvidere Note*”) dated December 30, 2010, in favor of FMB in the original principal amount of \$425,000, which principal amount was subsequently increased to \$675,000 through a series of amendments. The outstanding principal balance of the 2010 Belvidere Note as of the Petition Date was approximately \$588,013.36 plus accrued interest, fees, and costs (the “*Prepetition 2010 Belvidere Debt*”). The 2010 Belvidere Note is secured by (a) that certain Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing dated December 30, 2010 by and between Belvidere and FMB related to the Belvidere Property; and (b) that certain Assignment of Leases and Rents dated December 30, 2010 by and between Belvidere and FMB

14. Belvidere and Vander Velde, jointly and severally, executed that certain Promissory Note (as amended from time to time thereafter, the “*2012 Belvidere Note*”) dated February 15, 2012, in favor of FMB in the original principal amount of \$350,000, which principal amount was subsequently increased to \$430,000 through a series of amendments. The outstanding principal balance of the 2012 Belvidere Note as of the Petition Date was approximately

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<sup>4</sup> Mr. Vander Velde is the sole member and manager of each of the Debtors.



\$430,000.00 plus accrued interest, fees, and costs (the “*Prepetition 2012 Belvidere Note*” and collectively, with the Prepetition 2010 Belvidere Debt, the “*Prepetition Belvidere Debt*”). The 2012 Belvidere Note is secured by (a) that certain Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing dated February 15, 2012 by and between Belvidere and FMB related to the Belvidere Property and (b) that certain Assignment of Leases and Rents dated February 15, 2012 by and between Belvidere and FMB.

**D. The Appointment of a Receiver**

15. On May 31, 2016, FMB filed a Verified Complaint to Foreclose Mortgages and Other Relief in the Circuit Court of the Nineteenth Judicial Circuit in Lake County, Illinois, against Belvidere and Vander Velde seeking, among other things, to foreclose the 2010 Mortgage and the 2012 Mortgage. On July 15, 2016, FMB filed a Motion to Appoint Receiver (the “*Belvidere Receiver Motion*”). On August 24, 2016, the court granted the Belvidere Receiver Motion and appointed Matthew Brash as receiver over the Belvidere Property.

16. On June 17, 2016, FMB filed a:

- a. Verified Counterclaim and Cross Claim to Foreclose Mortgage and Other Relief in the same case to foreclose its interest in the EHL Property. On June 24, 2016, FMB filed its Motion to Appoint Receiver (the “*EHL Receiver Motion*”). On September 20, 2016, the EHL Receiver Motion was granted and Matthew Brash was appointed as receiver over the EHL Property.
- b. Verified Complaint to Foreclose Mortgage and Other Relief against, Esplanade and Velde, in the Circuit Court for the 16th Judicial District in Kane County, Illinois. On August 2, 2016, FMB filed a Motion to Appoint Receiver (the “*Esplanade Receiver Motion*”). On October 3, 2016, the court granted the

Esplanade Receiver Motion and Matthew Brash was appointed as the receiver for the Esplanade Property.

- c. Verified Complaint to Foreclose Mortgage and Other Relief against, among others, 9501 and Vander Velde, in the Circuit Court of Cook County, Chancery Division. On August 1, 2016, FMB filed its Motion to Appoint Receiver (the “9501 Receiver Motion”). On October 4, 2016, the 9501 Receiver Motion was granted and Matthew Brash was appointed receiver the 9501 Property.

### **RELIEF REQUESTED**

17. By this Motion, the Debtors seek interim and final orders (respectively, the “*Interim Order*” and “*Final Order*,” and collectively, the “*Cash Collateral Orders*”), *inter alia*:

- a. authorizing the Debtors’ use of “cash collateral” within the meaning of section 363(a) of the Bankruptcy Code (“*Cash Collateral*”), pursuant to the terms of the Cash Collateral Order and the budget attached as Exhibit A to the Interim Order (as amended, modified or supplemented from time to time, the “*Budget*”);
- b. providing adequate protection to FMB, for the use of their Cash Collateral; and
- c. scheduling a final hearing (the “*Final Hearing*”) to be held no later fifteen (15) days after the entry of the Interim Order to consider entry of the Final Order and approving the proposed notice procedures for the Final Hearing.

Pending entry of the Final Order, the Debtors seek approval of the Interim Order, which will: (i) authorize the Debtors’ use of FMB’s Cash Collateral on the terms and conditions in the Interim Order; (ii) authorize the proposed adequate protection; (iii) schedule the Final Hearing; and (iv) approve the proposed notice thereof.

### **DISCUSSION**

#### **A. Basis for Relief**

18. Bankruptcy Rule 4001(b)(2) provides that a final hearing on a motion to use cash collateral pursuant to section 363 may not be commenced earlier than fourteen (14) days after the service of such motion. Pursuant to Bankruptcy Rule 4001(b), the Debtors request that the Court

conduct a preliminary hearing to enter the proposed Interim Order authorizing the Debtors to use Cash Collateral in an aggregate amount not to exceed the amounts set forth in the Interim Order pending the Final Hearing in order to avoid the immediate and irreparable harm that will be suffered by these estates if the Debtors do not obtain the liquidity needed to sustain their collective businesses as a going concern.

**B. Compliance with Local Rule 4001-2(A)(2)**

19. Local Rule 4001-2(A)(2) requires all motions requesting use of cash collateral to highlight and justify the inclusion of certain extraordinary provisions and prohibits the granting of interim relief containing such provisions in the absence of extraordinary circumstances. The proposed Interim Order does not contain any such extraordinary provisions, and therefore, interim relief on the Debtors' cash collateral request is appropriate under the Local Rules.

**C. The Court Should Permit the Debtors' Use of Cash Collateral**

20. The Debtors have an immediate need to use the Cash Collateral of FMB in order to assure the orderly administration of the Chapter 11 Cases. Without use of FMB's Cash Collateral as set forth in the Budget, the Debtors will not be able to pay their direct operating expenses. Inability to use the Cash Collateral on an interim basis will likely result in cessation of the Debtors' ongoing operations, the loss of their tenants, and will cause irreparable harm to the Debtors' estates. Put simply, the Debtors cannot continue operations or their restructuring efforts absent use of the Cash Collateral.

21. A debtor's cash "is the life's blood of the business" and the bankruptcy court must assure that it "is available for use even if to a limited extent" to preserve operations. *In re Mickler*, 9 B.R. 121, 123 (Bankr. M.D. Fla. 1981). Accordingly, bankruptcy courts typically authorize debtors to use cash collateral to continue their operations as long as the interests asserted by secured parties are adequately protected. *See* 11 U.S.C. § 363(e).

**D. Adequate Protection**

22. Section 363(c)(2) of the Bankruptcy Code provides that debtors may not use, sell, or lease cash collateral unless “(a) each entity that has an interest in such cash collateral consents; or (b) the court, after notice and a hearing, authorizes such use, sale or lease in accordance with the provisions of this section.” 11 U.S.C. § 363(c)(2). “Cash collateral” is defined to mean “cash, negotiable instruments, documents of title, securities, deposit accounts or other cash equivalents in which the estate and an entity other than the estate have an interest.” 11 U.S.C. § 363(a).

23. Section 363(e) of the Bankruptcy Code provides that upon request of an entity that has an interest in property to be used by a debtor, the Court shall prohibit or condition such use as is necessary to provide adequate protection of such interest. Although “adequate protection” is not defined in the Bankruptcy Code, section 361 of the Bankruptcy Code provides the following three non-exclusive examples of what may constitute adequate protection:

- (1) requiring the trustee to make a cash payment or periodic cash payments to such entity, to the extent that the . . . use . . . under section 363 of this title, or any grant of a lien under section 364 of this title results in a decrease in the value of such entity’s interest in such property;
- (2) providing to such entity an additional or replacement lien to the extent that such . . . use . . . results in a decrease in the value of such entity’s interest in such property; or
- (3) granting such other relief . . . as will result in the realization by such entity of the indubitable equivalent of such entity’s interest in such property.

11 U.S.C. § 361.

24. According to the legislative history, a finding of adequate protection is “left to case-by-case interpretation and development. It is expected that the courts will apply the concept in light of facts of each case and general equitable principals.” H.R. Rep. No. 595, 95th Cong., 2nd Sess. 339 (1977), reprinted in 1978 U.S.C.C.A.N. 5787, 6295. See *In re O’Connor*, 808 F.2d 1393, 1396-97 (10th Cir. 1987); *In re Nashua Trust Co.*, 73 B.R. 423, 430-31 (Bankr. D. N.J.

1987). The purpose is to protect a secured creditor from diminution in the value of its interest in the particular collateral during the period of use. *See In re Swedeland Dev. Group, Inc.*, 16 F.3d 552, 564 (3d Cir. 1994); *In re Pursuit Athletic Footwear, Inc.*, 193 B.R. 713, 716 (Bankr. D. Del. 1996); *In re Planned Sys., Inc.*, 78 B.R. 852, 861-62 (Bankr. S.D. Ohio 1987).

25. Pursuant to section 363(c)(2) of the Bankruptcy Code, a debtor in possession may not use cash collateral without the consent of the secured party or court approval.<sup>5</sup> As will further be demonstrated at the hearing on this Motion, regardless of whether FMB consents to the Debtors' use of Cash Collateral, FMB will be adequately protected for the reasons set forth below.

26. As an initial matter, the Debtors do not believe there will be any diminution in the value of their properties during the course of these Chapter 11 Cases. Nevertheless, as adequate protection, each of Esplanade, Belvidere, and 9501 will make monthly, interest-only payments (as set forth in the Budget) to FMB.

27. Further, each of the Debtors will keep their respective properties insured as adequate protection against loss.

28. Lastly, each of the Debtors shall provide FMB, to secure repayment of an amount equal to any diminution in value of FMB's Cash Collateral, replacement liens (the "*Adequate Protection Liens*") on the collateral described in the respective prepetition security documents. Such replacement liens shall be of the same priority as set forth in the prepetition security documents, subject only to the payment of the United States Trustee's fees, pursuant to 28 U.S.C. § 1930 and payment of all expenses in the Budget. Pursuant to section 361 of the Bankruptcy Code, replacement liens of this nature constitute adequate protection. 11 U.S.C. § 361; *see also In re Conference of African Union First Colored Methodist Protestant Church*, 184 B.R. 207, 220

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<sup>5</sup> The Debtors hope to negotiate the consensual use of Cash Collateral between the date hereof and the date of the hearing on the Motion.

n.9 (Bankr. D. Del. 1995) (“[P]ursuant to Code § 361, ‘adequate protection’ to a secured creditor may be provided in the form of an additional or replacement lien.”).

29. While the Debtors do not intend to use any Cash Collateral prior to the entry of the Interim Order, to the extent any Cash Collateral was used by the Debtors prior to the date of the Interim Order, but after the Petition Date, the adequate protection provided pursuant to the Interim Order (including, without limitation, the Adequate Protection Liens) shall apply to provide FMB with adequate protection against any diminution in their interests in the prepetition Cash Collateral resulting from such use of such Cash Collateral prior to the date of the Interim Order.

30. The Adequate Protection Liens shall be deemed perfected automatically upon entry of the Interim Order, without the necessity of the filing of any UCC-1 financing statement, state or federal notice, mortgage, or similar instrument or document in any state or public record or office and without the necessity of taking possession or “control” (within the meaning of the Uniform Commercial Code) of any Collateral.

31. The Debtors submit that the foregoing protections to be granted to FMB will provide FMB with sufficient adequate protection.

**E. Request for a Final Hearing**

32. Finally, pursuant to Bankruptcy Rule 4001(c)(2), the Debtors respectfully request that this Court set a date for the Final Hearing. The Debtors request that they be authorized to serve a copy of the signed Interim Order, which fixes the time and date for filing objections, if any, by first class mail upon each of FMB, the Debtors’ other secured creditors (all mechanic lien claimants), the United States Trustee, the Debtors’ twenty (20) largest unsecured creditors on a consolidated basis, the Internal Revenue Service, and state and local taxing authorities, and any party having filed a request to receive service in these Chapter 11 Cases. The Debtors request that

the Court consider such notice of the Final Hearing to be sufficient notice under Rule 4001 of the Bankruptcy Rules.

**NOTICE**

33. Notice of this Motion has been given to (a) the Office of the United States Trustee; (b) FMB; (c) the Debtors' largest twenty (20) unsecured creditors on a consolidated basis, as identified in their chapter 11 petitions; (d) the Office of the United States Trustee for the Northern District of Illinois; (e) the Internal Revenue Service; and (f) state and local taxing agencies. In light of the nature of the relief requested, the Debtors respectfully submit that that no further notice is required.

**WHEREFORE**, the Debtors respectfully request that this Court immediately (i) enter the Interim Order, (ii) schedule the Final Hearing, and (iii) grant the Debtors such other and further relief as it deems may be just and proper under the circumstances.

Dated: October 17, 2016

Respectfully submitted,

**ESPLANADE HL, LLC, ET AL.**

By:  /s/ Harold D. Israel

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