

UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF ILLINOIS  
Eastern Division

In Re:	)	Case Number: 26-02207
LITHOTYPE COMPANY INC.	)	
	)	Chapter: 11
	)	Honorable Daniel R. Fine
	)	
Debtor(s)	)	

**INTERIM ORDER AUTHORIZING USE OF CASH COLLATERAL AND PROVIDING ADEQUATE PROTECTION TO OLD NATIONAL BANK**

This matter coming before the Court on the Debtor’s Emergency Motion for Authority to Use Cash Collateral (the “Motion”), and the Court being otherwise fully advised in the premises, hereby ORDERS as follows:

**A. INTERIM USE OF CASH COLLATERAL**

1. The Motion is GRANTED on an interim basis only. The Debtor is authorized to use Old National Bank’s (“ONB”) Cash Collateral solely in accordance with the Budget attached to the Motion for the limited period through March 6, 2026, pending a final hearing.
2. The Debtor shall not exceed any line item or aggregate budgeted disbursements by more than 10%, and shall not reallocate between line items, without ONB’s prior written consent or further order of Court.
3. No Cash Collateral may be used to pay professional fees or expenses absent ONB’s prior written consent or further order of Court.

**B. DIP ACCOUNT AT ONB**

4. Within two (2) business days of entry of this Order, the Debtor shall open and maintain a debtor-in-possession deposit account at Old National Bank (the “DIP Account”). The Debtor shall not use any Cash Collateral until the DIP Account at ONB is opened and operational.
5. All post-petition cash receipts, including without limitation all accounts receivable collections and proceeds of ONB’s collateral, shall be deposited directly and exclusively into the DIP Account.
6. The Debtor shall not maintain any other operating or deposit accounts outside ONB without ONB’s prior written consent and Court approval, and shall not commingle estate funds with any non-estate funds.

**C. ADEQUATE PROTECTION**

7. As adequate protection, ONB is granted valid, perfected, enforceable post-petition replacement liens pursuant to 11 U.S.C. §§ 361 and 552(b) on all post-petition property of the same type as ONB’s prepetition collateral, including without limitation: cash, deposit accounts, accounts receivable, inventory, equipment, general intangibles, and all proceeds thereof, with the same priority as ONB’s prepetition liens (subject only to unavoidable, valid prepetition liens, if any).
8. Nothing herein shall impair, prime, or otherwise modify ONB’s prepetition liens, claims, or rights. ONB’s liens are preserved and deemed perfected post-petition to the fullest extent permitted by

law.

9. The Debtor shall maintain all insurance required under ONB's loan documents and applicable law, name ONB as lender loss payee where applicable, and provide proof of coverage upon request.

#### D. REPORTING AND ACCESS

10. The Debtor shall provide ONB with weekly reporting, including:

- a. 13-week (or rolling) cash flow report (budget to actual);
- b. weekly cash receipts and disbursements;
- c. updated A/R aging and collections; and
- d. current bank statements for DIP Account.

11. ONB shall have reasonable access to the Debtor's books, records, and financial information upon reasonable notice.

12. The Debtor shall provide immediate written notice to ONB of any material adverse variance, liquidity shortfall, lapse of insurance, material contract termination, or other event that could materially impair ONB's collateral.

#### E. COVENANTS / RESTRICTIONS

13. The Debtor shall not incur post-petition debt, grant liens, or use cash collateral for non-ordinary course transactions without ONB's prior written consent and Court approval.

14. No sale or disposition of collateral outside the ordinary course may occur without ONB's consent or Court order.

#### F. DEFAULTS AND REMEDIES

15. Events of default include, without limitation:

- a. failure to comply with this Order;
- b. unauthorized use of Cash Collateral;
- c. failure to timely provide reporting;
- d. material budget variance; or
- e. lapse of insurance.

16. Upon written notice of default by ONB, the Debtor shall have seven (7) business days to cure. If uncured, ONB may seek termination of Cash Collateral authority and/or relief from the automatic stay without further consent.

#### G. NO WAIVERS / RESERVATIONS

17. No costs may be surcharged against ONB's collateral under § 506(c), and the Debtor waives any reliance on "equities of the case" under § 552(b).

18. Nothing herein constitutes a waiver of ONB's rights, remedies, claims, defenses, or entitlement to seek additional adequate protection or relief from stay.

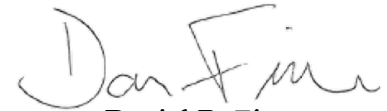
19. ONB's consent to interim use of Cash Collateral is limited to the specific period and terms set forth herein and shall not be deemed consent to any continued use of Cash Collateral after the expiration of this Order.

#### H. FINAL HEARING

20. The parties shall confer in advance of the final hearing regarding additional adequate protection, including potential periodic payments, based on the Debtor's post-petition performance and liquidity.

21. The final hearing on the Motion is set for March 3, 2026 at 10:30 A.M. This Order is strictly interim and without prejudice to ONB's rights at the final hearing.

Enter:



Daniel R. Fine

United States Bankruptcy Judge

Dated: February 12, 2026

**Prepared by:**

Scott R. Clar Esq.

(Atty. No. 06183741)

CRANE, SIMON, CLAR & GOODMAN

135 South LaSalle Street, Suite 3905

Chicago, IL 60603

(312) 641-6777

sclar@cranesimon.com