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IT IS SO ORDERED.

Dated: May 7, 2014



**Lawrence S. Walter
United States Bankruptcy Judge**

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF OHIO
WESTERN DIVISION**

In re	:	Case no. 13-34099
	:	
Lofino Properties, LLC,	:	Chapter 11
	:	(Substantively consolidated)¹
Debtor.	:	Judge Lawrence S. Walter
	:	

AGREED SECOND INTERIM ORDER APPROVING TRUSTEE’S MOTION FOR ENTRY OF INTERIM AND FINAL ORDERS AUTHORIZING TRUSTEE TO USE CASH COLLATERAL OF GLICNY REAL ESTATE HOLDING, LLC, GRANTING ADEQUATE PROTECTION, AND SCHEDULING FINAL HEARING

This matter coming before the Court on the Trustee’s Motion for Entry of Interim and Final Orders Authorizing Trustee to Use Cash Collateral, Granting Adequate Protection, and Scheduling Final Hearing (the “Motion”) (S.Doc. 75); the Court, having reviewed the Motion

¹ *In re Southland 75, LLC*, case no. 13-34100, substantively consolidated on lead case no. 13-34099. Documents filed in the individual cases shall be cited by their respective docket numbers, L.Doc. __ for documents previously filed in *In re Lofino Properties, LLC*, case no. 13-34099, and S.Doc. __ for documents previously filed in *In re Southland 75, LLC*, case no. 13-34100.

and the record before it, and after due deliberation and sufficient cause appearing therefore, hereby finds and concludes as follows:

(a) On October 4, 2013 (the “Petition Date”), Lofino Properties, LLC (“Lofino’s”) and Southland 75, LLC (“Southland”) (collectively, the “Debtors”) each filed with this Court a voluntary petition for relief under chapter 11 of the Bankruptcy Code. Lofino’s continued to operate its business and manage its property located at 6000 – 6130 Wilmington Pike, Dayton, Ohio 45432 as a debtor-in-possession pursuant to 11 U.S.C. §§1107(a) and 1108 of the Bankruptcy Code until the acceptance on December 6, 2013, by Henry E. Menninger, Jr., of his appointment as trustee for Lofino’s (the “Trustee”). Lofino’s properties located at 8245 Springboro Pike, Miami Township, Ohio 45342 (“Cub Foods I”) and 6134-6140 Wilmington Pike, Sugarcreek Township, Ohio 45459 (“Cub Foods II”); and the Southland property at 8209, 8265-8361 Springboro Pike, Miami Township, Ohio 45342 (the “Southland Real Property”) (Cub Foods I, Cub Foods II, and the Southland Real Property are hereinafter the “Glicny Real Property”), were in the custody, control, and management of the Receiver as of the Petition Date, and the Receiver was required to turn over the property in her control to the Trustee when appointed.

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

(c) Venue is proper before this Court pursuant to 28 U.S.C. §§1408 and 1409.

(d) No examiner or statutory committee has been appointed in Debtors consolidated Chapter 11 case. Notice (L.Doc. 82, S.Doc. 76) of the Motion has been

provided to the following parties or, in lieu thereof, to their counsel, if known: (i) the Office of the United States Trustee; (ii) the creditors included in the list filed by the Debtor pursuant to Bankruptcy Rule 1007(d); (iii) the Secured Creditors and/or the Secured Creditors' counsel; and (iv) the Montgomery County Treasurer. Given the nature of the relief sought in the Motion, the Court concludes that the foregoing notice is sufficient and adequate under the circumstances, and complies with Bankruptcy Rule 4001 in all respects.

(e) The Trustee has an immediate critical need to use Cash Collateral in order to, among other things, finance the ordinary cost of the Debtors' operations and to satisfy working capital and operational needs. The Trustee's ability to use Cash Collateral to pay critical operating expenses is vital to the preservation and maintenance of the Glicny Real Property, the going concern value of the Debtors' consolidated estate, and to any potential reorganization of the Debtors. Consequently, without the continued use of Cash Collateral, to the extent authorized by this Second Interim Order, the Debtors, the consolidated estate, and the Glicny Real Property would suffer immediate and irreparable harm, as would the prospect for any potential reorganization.

(f) As of the Petition Date, Glicny Real Estate Holding, LLC ("Glicny") claimed to have a valid and perfected security interest in Southland's real property, including all rents and revenues generated therefrom, and fixtures and Personal Property located at 8209, 8265-8361 Springboro Pike, Dayton, Ohio 45432 by virtue of (i) a Promissory Note dated December 20, 2006, in the face amount of \$5,625,000, executed by Southland in favor of Genworth Life Insurance Company of New York ("Genworth") (the "Southland Note"), (ii) an Open-End Mortgage, Assignment of Rents and Leases,

and Security Agreement (Also Constituting a Fixture Filing), dated December 20, 2006, from Southland to Genworth, recorded with the Montgomery County Recorder's Office on December 27, 2006, as Mortgage No. 06-118603 (the "Southland Mortgage"), and (iii) an Assignment of Open-End Mortgage, Assignment of Rents and Leases, and Security Agreement (Also Constituting a Fixture Filing) dated May 1, 2013, from Genworth to Glicny.

(g) As of the Petition Date, Glicny claimed to have a valid and perfected security interest in Cub Foods I, including all rents and revenues generated therefrom, and fixtures and Personal Property by virtue of (i) a Promissory Note dated August 1, 2006, in the face amount of \$4,200,000, executed by Lofino's in favor of Genworth (the "Cub Foods I Note"), (ii) an Open-End Mortgage, Assignment of Rents and Leases, and Security Agreement (Also Constituting a Fixture Filing), dated August 1, 2006, from Lofino's to Genworth, recorded with the Montgomery County Recorder's Office on August 2, 2006, as Mortgage No. 06-071111 (the "Cub Foods I Mortgage"), (iii) an Amendment to Open-End Mortgage, Assignment of Rents and Leases, and Security Agreement (Also Constituting a Fixture Filing), dated December 20, 2006, from Lofino's to Genworth, recorded with the Montgomery County Recorder's Office on December 27, 2006, as Mortgage No. 06-118606 (the purpose of the Amendment was to secure a loan in the amount of \$5,625,000 from Genworth to Southland), and (iv) an Assignment of Open-End Mortgage, Assignment of Rents and Leases, and Security Agreement (Also Constituting a Fixture Filing) dated May 1, 2013, from Genworth to Glicny.

(h) As of the Petition Date, Glicny claimed to have a valid and perfected security interest in Cub Foods II, including all rents and revenues generated therefrom,

and fixtures and Personal Property by virtue of (i) Promissory Note dated August 1, 2006, in the face amount of \$4,200,000, executed by Lofino's in favor of Genworth, (ii) an Open-End Mortgage, Assignment of Rents and Leases, and Security Agreement (Also Constituting a Fixture Filing) dated August 1, 2006, from Lofino's to Genworth, recorded with the Greene County Recorder's Office on August 2, 2006, in volume 2601, page 429 (the "Cub Foods II Mortgage"), and (iii) an Assignment of Open-End Mortgage, Assignment of Rents and Leases, and Security Agreement (Also Constituting a Fixture Filing) dated May 1, 2013, from Genworth to Glicny.

(i) As used herein, "Personal Property" means (i) the personal property described in both the financing statement filed with the Ohio Secretary of State on December 28, 2006, file # OH00110418503, and the Southland Mortgage, (ii) the personal property described in both the financing statement filed with the Ohio Secretary of State on August 3, 2006, file # OH00105129199, and the Cub Foods I Mortgage, and (iii) the personal property described in both the financing statement filed with the Ohio Secretary of State on August 3, 2006, file # OH00105128965, and the Cub Foods II Mortgage.

(j) Nothing herein prevents Glicny from asserting a valid first priority lien in personal property other than the Personal Property (in which case, if such assertion is successful, the personal property determined to be subject to Glicny's valid first priority lien shall be deemed Personal Property), nor does it prohibit any party, including the Trustee, from opposing such assertion by Glicny.

(k) Glicny claims to be secured by a valid and perfected first priority lien and security interest on the Debtors' real estate, fixtures, and improvements comprising the

Glicny Real Property, and the rents and revenues generated by the Glicny Real Property (collectively, the “Glicny Gross Rents,” and together with the Glicny Real Property and Personal Property, the “Glicny Collateral”).

(l) By orders entered on January 29, 2014 (L.Doc. 100, S.Doc. 92), the Court substantively consolidated the estates of Lofino’s and Southland. First Financial Bank, N.A. (“First Financial”) claims to be secured by security and interests in certain real estate, fixtures, and improvements (the “First Financial Real Estate”) and rents generated therefrom (the “First Financial Gross Rents,” and together with the First Financial Real Estate, the “First Financial Prepetition Collateral”) which is separate and apart from the prepetition Glicny Collateral.

(m) In the Motion, the Trustee requested authority to use Cash Collateral generated post-petition from the Southland Real Property (together with the Cash Collateral generated post-petition from Cub Foods I and Cub Foods II, the “Glicny Cash Collateral”) for payment of ordinary and necessary expenses as set forth in the first budget pursuant to the terms of an Agreed Interim Order Approving Trustee’s Motion for Entry of Interim and Final Orders Authorizing Trustee to Use Cash Collateral, Granting Adequate Protection, and Scheduling Final Hearing (the “First Interim Glicny Order”) which the Court entered on January 3, 2014 (S.Doc. 82), and pursuant to the terms of an Agreed Final Order with Glicny to be provided.

(n) The Trustee asserts that the rents in the hands of the Debtors as of the Petition Date and post-petition rents generated from the operation of the Debtors’ businesses are property of the consolidated estate pursuant to section 541(a)(6) of the Bankruptcy Code, subject to the liens claimed by Glicny or First Financial, as applicable.

Glicny reserves its right to assert that the rents and income generated by the Glicny Real Property were absolutely assigned to Glicny and as such are not part of the Debtors' estates.

(o) The Trustee asserts that he has the right to use the Glicny Cash Collateral, including the Glicny Gross Rents, in the ordinary course of operating Debtors' businesses and in accordance with the Second Budget (defined below); Glicny asserts that the Glicny Cash Collateral can only be used with its consent.

(p) The Trustee asserts that to maintain the Glicny Collateral and preserve any potential success of this Chapter 11 case, the Trustee must be able to use the Glicny Cash Collateral, including but not limited to the Glicny Gross Rents, on the terms as set forth in this Second Interim Order. Any delay in paying the expenses authorized hereby will have a material adverse effect on the Glicny Collateral and the Debtors' businesses and ability to reorganize by potentially increasing vacancies, making it more difficult to fill vacancies, and increasing administrative claims against the consolidated estate. The Debtors' consolidated estate will suffer immediate and irreparable harm in the absence of a Second Interim Order approving the use of the Glicny Cash Collateral on the terms authorized hereby.

(q) The Trustee has proposed to provide (i) monthly payments of principal and interest to Glicny, as provided in the Second Budget (defined below); (ii) replacement liens in the same validity, extent, and priority as existed prepetition, but only to the extent that the Glicny Cash Collateral is actually used by the Trustee; (iii) continuance of a Net Rent cash reserve; and (iv) periodic financial reporting.

(r) The Trustee's authorization to use Glicny's Cash Collateral under the First Interim Glicny Order expired on January 31, 2014.

(s) The Court set a final hearing on the Motion on February 25, 2014. Notice (S.Doc. 87) of the final hearing has been issued, and parties had up to and including February 13, 2014 in which to respond or object to the Motion.

(t) The parties have not agreed to a final order. Accordingly, the Trustee seeks authority to use the Glicny Cash Collateral pending the earlier of entry of a final order authorizing the use of the Glicny Cash Collateral or May 31, 2014.

(u) Glicny has informed the Trustee that it wants to limit the time in which the Trustee or any party in interest may object to or challenge the extent, legality, validity, priority, perfection, or enforceability of any of Glicny's mortgages, pre-petition liens, security interests, pledges, assignments, or encumbrances of any kind in the Glicny Collateral, and the Trustee does not oppose that request.

(v) Good cause has been shown for immediate entry of this Second Interim Order pursuant to Bankruptcy Rule 4001(b)(2). In particular, the authorization granted herein for the Trustee to use the Glicny Cash Collateral is necessary to avoid immediate and irreparable harm to the Glicny Collateral, the Debtors, and the consolidated estate. Entry of this Second Interim Order is in the best interests of the Debtors' consolidated estate, and creditors of the consolidated estate.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT

1. Approval of Motion. The Motion is approved only on the terms and conditions set forth in this Second Interim Order. This Second

Interim Order shall become effective and binding upon all parties in interest immediately upon its entry.

2. Authorization to Use Cash Collateral. Subject to the terms and conditions set forth in this Second Interim Order, and unless otherwise extended in writing approved by Glicny or an order entered by the Court, the Trustee is hereby authorized to use Glicny's Cash Collateral through May 31, 2014 (the "Second Interim Cash Collateral Period") to fund the agreed necessary operating expenses of the Debtors in connection with the maintenance and operation of the Glicny Real Property in accordance with the budget attached hereto as Exhibit A (the "Second Budget").

3. Budget. Attached hereto as Exhibit A is the Second Budget for the Second Interim Cash Collateral Period commencing on February 1, 2014 and ending on May 31, 2014. The Second Budget reflects on a line item basis the anticipated cash receipts and allowed expenditures the Trustee may pay from the Glicny Cash Collateral relating to the Glicny Real Property, and all anticipated expenses which the Trustee expects to incur during each month of the Second Budget in connection with the Glicny Real Property. The Trustee's use of the Glicny Cash Collateral for any particular line item shall not exceed 125% of the amount provided for that line item in the Second Budget, or as may be agreed to from time to time after the entry of this Second Interim Order by the Trustee and Glicny in writing.

4. Extension of Cash Collateral Period. The Trustee and Glicny may extend the Cash Collateral Period from time to time by filing with the Court prior to the extension of the Cash Collateral Period a Notice of Extension of Cash Collateral Period (“Extension Notice”) which shall provide notice of the extended termination date for the Cash Collateral Period and shall attach a Budget for the extended Cash Collateral Period. If no party-in-interest objects to the Extension Notice the Cash Collateral Period shall be extended as provided in the Extension Notice, without further action of the Court, subject to the terms of this Order. The Budget attached to the Extension Notice shall constitute the Budget as contemplated by this Order for the extended Cash Collateral Period.

5. Adequate Protection Payments to Glicny. As further adequate protection of Glicny’s interest in the Glicny Collateral, including the Glicny Cash Collateral, the Trustee shall make monthly principal and interest payments to Glicny as set forth in the Second Budget. Subject to the Trustee’s avoidance powers or other objections to Glicny’s interests in the Glicny Collateral as set forth in paragraph number 5, below, Glicny shall be entitled to indefeasible receipt and retention of all payments made by the Trustee to Glicny in accordance with this Second Interim Order. The payments received and retained by Glicny pursuant to this paragraph shall be applied to the obligations in accordance with the Glicny loan documents. Nothing in this Second

Interim Order shall be construed to be an admission or waiver as to any issue regarding adequate protection by any party, including Glicny and the Trustee.

6. Objections to Glicny Interests in Glicny Collateral. The Trustee or any party in interest may object to or challenge, on or before May 16, 2014, the extent, legality, validity, priority, perfection, or enforceability of any of Glicny's mortgages, pre-petition liens, security interests, pledges, assignments, or encumbrances of any kind in the Glicny Collateral. If no objection or challenge is timely filed, Glicny shall be deemed to hold validly perfected, first priority liens and security interests in the Glicny Collateral, without further order of the Court. Nothing herein limits or prohibits the Trustee or any party in interest from objecting to the amount claimed in any proof of claim filed by Glicny.

7. Segregation and Accounting for Glicny Cash Collateral. The Trustee shall segregate and account for all of the Glicny Cash Collateral that is in his possession, custody, or control, or otherwise comes into his possession, custody or control at any time, and all of the Glicny Cash Collateral shall be deposited and maintained in a separate bank account (the "Glicny Deposit Account") and not commingled with any other funds, including without limitation any Cash Collateral of any other entity, including the First Financial Cash Collateral. The Trustee shall maintain the Glicny Deposit Account with US Bank, N.A. The

Trustee shall continue to deposit into the Glicny Deposit Account all of the Glicny Cash Collateral as and when it is received by the Trustee.

8. Post-Petition Replacement Lien. Pursuant to 11 U.S.C. §361(2), effective as of the Petition Date, Glicny is hereby granted a continuing, first-priority, senior, post-petition lien (deemed perfected upon entry of the First Interim Glicny Order) in all Personal Property, and in the post-petition Glicny Cash Collateral and the proceeds thereof, with the same priority and extent as Glicny had in the Personal Property and in the Glicny Cash Collateral pre-petition, which replacement lien shall secure an amount equal to the Glicny Cash Collateral used by the Trustee.

9. Payment of Professionals. Except as otherwise provided herein or in Paragraph 16 below, all parties' rights and interests are fully reserved with respect to the payment, including under 11 U.S.C. § 506(c), of the Trustee's fees/costs and the fees/costs of any other court approved professionals from the Glicny Cash Collateral after notice and hearing relating to any application for payment, including without limitation: (i) the right of Glicny to object to the allowance of the proposed fees/costs, and/or (ii) the right of Glicny to withhold its consent to use of any of the Glicny Cash Collateral for the payment of any allowed fees/costs. Nothing herein prohibits the payment of interim compensation or reimbursement of expenses from funds other than the Glicny Cash Collateral, or the right of any party-in-interest to object as provided in the Trustee's Motion for Entry of an Administrative Order Pursuant to 11

U.S.C. §§105(a) and 331 Establishing Procedures for Interim Compensation and Reimbursement of Expenses of Chapter 11 Professionals to be Effective as of December 31, 2013 (L.Dec. 86, S.Dec. 78).

10. Insurance. Unless and until an order is entered, after notice and a hearing, for the abandonment of any portion of the Glicny Real Property by the Trustee, the Trustee shall at all times keep the Glicny Real Property and all of Debtors' assets that are subject to Glicny's liens insured with an insurance company and on terms which are acceptable to Glicny and shall cause and continue to cause Glicny to be named as a loss payee and/or additional insured under the policies evidencing such insurance. At Glicny's request, the Trustee shall furnish to Glicny evidence of such insurance coverage.

11. Financial Reports. Beginning April 1, 2014, the Trustee shall provide Glicny with the following reports at the following times: (a) on the 10th of each month, a rent roll showing all tenants occupying any portion of the Glicny Real Property, the start/end dates for all leases in place, and the amount of the monthly lease payments and common area maintenance charges for each tenant, (b) all financial reports filed with the Court or provided to the United States Trustee at the time so filed or provided and, (c) if requested by Glicny, monthly financial statements in form acceptable to Glicny. The Trustee shall serve copies of the reports

required by subparagraphs (a) and (b) of this paragraph (the “Financial Reports”) upon Glicny’s counsel.

12. Inspection of Glicny Real Property and the Business. At reasonable times during normal business hours, Glicny and/or its designees shall have the right to enter the Glicny Real Property to inspect the Glicny Real Property and the operation of the Debtors’ businesses and all business records related to the Glicny Real Property and the businesses subject to Glicny’s liens.

13. No Delinquent Post-Petition Payables and Taxes. During the Chapter 11 proceedings, the Trustee shall timely pay all post-petition operating expenses and taxes in accordance with the Second Budget and this Second Interim Order, and shall not have any delinquent post-petition accounts payable, whether in the form of an administrative expense or otherwise, except any accrued but currently unpaid expenses for preserving the Glicny Collateral of the type provided in the Second Budget and paragraph 17 of this Order, and the fees and expenses of (a) the Trustee, (b) the Trustee’s professionals, (c) Jamie Hadac, Receiver in Possession, as set forth in the Motion and First Application of Jamie Hadac, Receiver in Possession for Compensation and Allowance of Fees and Expenses, Including Counsel Fees and Expenses (L.Doc. 123), or as may be subsequently requested by Jamie Hadac, Receiver in Possession, subject to approval by the Court.

14. Termination Events. Each of the following events shall constitute a “Termination Event” under the terms of this Second Interim Order:

- a) the date that the Court enters an Order that terminates the Trustee’s right to use the Glicny Cash Collateral;
- b) the termination of the Second Interim Cash Collateral Period, except as the Cash Collateral Period may be extended upon written agreement of Glicny and the Trustee or further order of the Court;
- c) the occurrence of any breach, default, or non-compliance with the terms of this Second Interim Order;
- d) the conversion of this case to one under Chapter 7; or
- e) the failure of the Trustee after the entry of this Second Interim Order to timely file or serve the Financial Reports as required by paragraph 11 above.

15. Termination of Use of Glicny Cash Collateral. The Trustee’s use of the Glicny Cash Collateral shall terminate (i) immediately and automatically upon a Termination Event under Paragraphs 14(a), (b), or (d) of this Order; and (ii) in the event Trustee receives written notice from Glicny of a Termination Event under Paragraph 14(c) or (e), and such Termination Event is not cured within ten (10) calendar days thereafter.

16. Rights Reserved. Nothing in this Second Interim Order will be deemed or construed as an admission or waiver by Glicny as to

adequate protection, or any other issue in the case, and this Second Interim Order will not constitute consent by Glicny to the use of the Glicny Cash Collateral other than for the limited purposes expressly provided herein. To the extent that Glicny's interest in the Glicny Real Estate and/or the Glicny Cash Collateral is not adequately protected by the terms of this Second Interim Order, Glicny shall be entitled to file a motion asserting it is entitled to an allowed superpriority administrative expense pursuant to Bankruptcy Code §507(b), which shall only be ruled on after notice and a hearing; provided, however, that the first \$350,000.00 of funds that have been or will be recovered² by the Trustee from any entity other than Glicny shall be carved out for the exclusive benefit of (i) the Trustee, (ii) Wood & Lamping LLP (the Trustee's duly appointed counsel), and (iii) accountants or tax professionals that may be appointed by the Trustee upon approval by the Court, from, and will not be subject to any such allowed superpriority administrative expense claim. Nothing in this Second Interim Order will prejudice the rights of Glicny to (a) seek further relief from the automatic stay of 11 U.S.C. §362(a); (b) oppose confirmation of any plan of reorganization; (c) oppose approval of any postpetition financing; (d) seek dismissal of Debtors' bankruptcy case; (e) seek allowance of an administrative claim

² For purposes of paragraph 16, funds recovered by the Trustee for payment of the "carve-out" set forth therein, do not include the following: (i) any post-petition "Income" (Base Rent, CAM, Real Estate Taxes, and Insurance recoveries) set forth in the First Budget, the Second Budget or otherwise paid by tenants in accordance with their respective leases with the Debtors or the estate, or (ii) any funds turned over to the Trustee or the Debtors by any prepetition receiver appointed over any of the Glicny Collateral.

or additional adequate protection in connection with the use of the Glicny Cash Collateral; or (f) seek any other relief that Glicny may deem necessary and appropriate under the circumstances. The terms of this paragraph 16 shall survive the termination of the Trustee's authority to use Glicny Cash Collateral under this and any subsequent Cash Collateral Order, confirmation of any chapter 11 plan in this case, conversion of this case to chapter 7, or dismissal of this case.

17. Expenses Unpaid Upon Termination of Trustee's Authority to Use Cash Collateral Under this Order. The Trustee may hold back from the Glicny Cash Collateral such amount as the Trustee deems necessary to pay any accrued and unpaid post-petition expenses of the type of expense that would be authorized to be paid under the Second Budget (each an "Unpaid Expense") if those Unpaid Expenses would not be paid prior to termination of this Second Interim Order. Upon termination of the Trustee's use of Glicny Cash Collateral under the terms of this Second Interim Order, to the extent there are any accrued and Unpaid Expenses, the Trustee may notify Glicny of its intent use Glicny Cash Collateral to pay such Unpaid Expense by sending such notice to Glicny's counsel, along with an itemized list of each Unpaid Expense. Glicny shall have five (5) business days to file any objection with Court, indentifying any Unpaid Expense requested to be paid by the Trustee that Glicny finds objectionable. If Glicny timely files such objection, the Trustee shall not pay the disputed Unpaid Expense, pending further order

of the Court. If Glicny fails to timely file such objection, the Trustee may pay the Unpaid Expense, notwithstanding the termination and without further order of the Court.

18. No Recourse. Glicny shall not seek reimbursement from the estate for any payments made pursuant to the First Interim Glicny Order, this Order, or payments made with the consent of Glicny to preserve the Glicny Collateral, of the type described in the budgets attached to those Orders.

19. Terms Binding. The provisions of this Second Interim Order will be binding upon and inure to the benefit of Glicny and the Trustee and their respective successors and assigns, including but not limited to any successor bankruptcy trustee hereinafter appointed as a representative of the Debtors' consolidated estate.

20. Modification of Stay. The Stay shall be modified as to Glicny to the extent necessary to implement the terms of the adequate protection provisions.

21. Prepetition Loan Documents. The provisions of the prepetition loan documents between Glicny and the Debtors shall remain in full force and effect and Glicny shall be entitled to all rights and privileges thereunder, except as otherwise provided under the Bankruptcy Code.

IT IS SO ORDERED.

APPROVED AND SUBMITTED BY:

/s/ Raymond J. Pikna, Jr.

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NO OBJECTION

/s/ Ronna G. Jackson by Raymond J. Pikna, Jr. per e-mail auth. 5/2/14

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Copies to: All Creditors and Parties In Interest

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EXHIBIT A

SECOND BUDGET

2014 BUDGET Updated 4/3/14
 Property Name: Southland 75, 8245 Springboro, 6:34 Wilmington Pike

Total SF: 250,945

	Jan-14	Feb-14	Mar-14	Apr-14	May-14
INCOME					
Base Rent	65,050	56,208	63,729	63,729	55,364
CAV	10,081	8,818	5,471	10,081	8,385
Real Estate Taxes	15,430	16,581	10,023	10,023	8,985
Insurance Recoveries	797	4,888	797	797	90
Effective Gross Income	91,358	86,495	80,020	84,629	72,804

	Total
Base Rent	304,989
CAV	42,836
Real Estate Taxes	61,023
Insurance Recoveries	7,368
Effective Gross Income	415,316

January thru March are Actual

	Jan-14	Feb-14	Mar-14	Apr-14	May-14
OPERATING EXPENSES					
Real Estate Taxes	229,327	-	-	-	-
Trial Estate Tax Appeal-Gibbs	-	4,774	-	8,452	9,000
Property Insurance (incl new policies 4/10)	-	17,042	5,407	20,400	3,990
Utilities	2,951	17,042	5,407	20,400	8,648
Repairs & Maintenance	8,482	19,004	21,039	14,501	18,001
Management - Forcible*	-	-	-	24,513	6,412
Payroll	-	-	-	3,500	3,500
Advertising & Marketing	-	-	-	2,245	-
Professional Fee-Acty for Receiver	-	-	-	35,885	3,000
General & Administrative	154	332	147	5,339	3,635
Other Expenses	-	-	-	-	-
Total Operating Expenses	11,586	270,478	26,593	124,814	58,188
NET OPERATING INCOME (LOSS)	79,782	(183,983)	53,427	(40,185)	16,618

	Total
Real Estate Taxes	229,327
Trial Estate Tax Appeal	9,000
Property Insurance	17,216
Utilities	54,448
Repairs & Maintenance	81,026
Management - Forcible	40,925
Payroll	7,000
Advertising & Marketing	2,245
Professional Fee-Acty for Receiver	38,885
General & Administrative	9,606
Other Expenses	0
Total Operating Expenses	489,658
NET OPERATING INCOME (LOSS)	(74,342)

January thru March are actual
 - Payroll are assumed to be paid in April

	Jan-14	Feb-14	Mar-14	Apr-14	May-14
NON-OPERATING EXPENSES					
Leasing Commissions	119,928	-	-	119,926	39,975
Debt Service	119,928	-	-	119,926	39,975
Total Non-Operating Expenses	239,856	-	-	239,852	79,950
Part Return Financing or Recoveries	-	-	-	-	0
NET CASH FLOW	(40,144)	(183,983)	53,427	(160,112)	(23,332)
Cumulative Cash (2/31 = \$378,290) (1)	378,290	218,179	194,821	(354,170)	

(1) excludes security deposits