

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

In Re:	)	Chapter 11 Proceeding
	)	
TEGETHOFF DEVELOPMENT, LLC,	)	
TEGETHOFF DEVELOPMENT CO,	)	Case No. 26-42401-169
LLC, and	)	
PEARL CAPITAL MANAGEMENT LLC,	)	(Jointly Administered)
	)	
Debtors.	)	
	)	
	)	Related Doc Nos. 27, 28, 44

**CORRECTED INTERIM ORDER AUTHORIZING LIMITED USE OF CASH
COLLATERAL AND GRANTING ADEQUATE PROTECTION**

The Motion for Entry of Interim and Final Orders Authorizing TD Tegethoff Development, LLC's Use of Cash Collateral Pursuant to §363 of the Bankruptcy Code (the “**Motion**”) filed by Tegethoff Development, LLC (“**TD**”), came before this Court for a preliminary hearing on June 18, 2026, and for a further interim hearing on July 1, 2026 at 10:00 am.

After giving due consideration to the Motion, the objection filed by Old Hickory Partners, LLC (“**Old Hickory**”) [Doc. 36] (“**Old Hickory Objection**”), the objection filed by Aspen Investment Group, LLC, Hickory Investors, LLC, Solera Expo, LLC, Solera Multifamily, LLC, and Solera Pearl, LLC (collectively “**Solera**”) [Doc. 37] (“**Solera Objection**”), the Objection filed by Lakeport Hotel LLC and Oasis at Lakeport LLC (collectively “**Lakeport**”) [Doc. 38] (“**Lakeport Objection**”), the arguments made on the record, and the record and proceedings in these cases (the “**Chapter 11 Cases**”), the Court finds and concludes as follows:

A. The Court has jurisdiction over the Motion and issues raised therein pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2).

B. Appropriate notice of the preliminary hearing on the Motion was provided to creditors and parties-in-interest as required under Bankruptcy Rule 4001(c)(3).

C. On June 1, 2026 (the “**Petition Date**”), debtors Tegethoff Development, LLC, Tegethoff Development Co, LLC, and Pearl Capital Management LLC (the “**Debtors**”) each filed respective voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Eastern District of Missouri.

D. On June 18th, 2026, the Court entered an Order Directing Joint Administration of these Chapter 11 Cases.

E. On June 15, 2026, TD filed the Motion seeking interim and final authorization to use Cash Collateral¹ on the terms set forth in the Motion as incorporated here by reference.

F. TD and UMB Bank (“**UMB**”) agree that the cash and cash equivalents in the Restricted Account and all proceeds therefrom, constitutes cash in which UMB has an interest pursuant to section 363 of the Bankruptcy Code and therefore, TD must obtain UMB’s consent or a court order to use the Cash Collateral.

G. TD agrees and acknowledges it has an obligation to provide adequate protection to UMB for the use of the Cash Collateral pursuant to sections 361 and 363 of the Bankruptcy Code.

H. Pursuant to the Motion, TD requested authorization for the use of Cash Collateral in an amount not to exceed \$2,000,000.00 (the “**Restricted Account Cap**”).

I. UMB consents to TD’s interim use of Cash Collateral as set forth in the Motion and upon the terms therein.

J. Old Hickory, Solera, and XRL ALC, LLC (“**XLR**”) contest the first priority position of UMB in the Cash Collateral, and Lakeport and the other objecting parties contest TD’s

¹ Capitalized terms not expressly defined herein have the meaning ascribed to them in the Motion.

need to use Cash Collateral, and do not consent to such use of Cash Collateral as set forth in the Motion.

K. Good cause has been shown for the entry of this Order authorizing TD to use its Cash Collateral only for insurance expenses and setting another interim hearing on the Motion for July 1, 2026 at 10:00 am.

Now Therefore, it is hereby ORDERED that the relief requested in the Motion is GRANTED in part solely as stated herein:

1. The Motion shall be set for a further interim hearing on **July 1, 2026 at 10:00 am.**
2. TD shall be permitted to use Cash Collateral only for insurance expenses as set forth in the Budget, attached hereto as **Exhibit A**. TD shall not use Cash Collateral for any other purpose unless and until such order is entered by this Court.
3. Good cause has been shown for immediate entry of this order pursuant to Fed. R. Bankr. P. 4001(b)(2) and 4001(c)(2). In particular, the authorization granted herein for TD to continue using the Cash Collateral is necessary to avoid immediate and irreparable harm to TD and its estate. Entry of this order is in the best interest of TD, its estate and creditors.
4. TD's use of the Cash Collateral is expressly conditioned on the following:
5. **Reservation of Rights.** This Order (and UMB's agreement to the Budget) shall in no way serve to waive UMB's right to seek, or TD's obligation to provide, additional adequate protection under the provisions of sections 361 and 363 of the Bankruptcy Code (including for the diminution in value of the Cash Collateral in excess of the adequate protection provided herein). Nothing contained herein shall be construed as UMB's agreement or concession that the adequate protection provided herein is sufficient to protect UMB as required by the applicable provisions of the Bankruptcy Code. Further, this Order is without prejudice to UMB seeking the termination of

TD's use of the Cash Collateral for cause, including but not limited to for lack of adequate protection. UMB's rights are expressly reserved.

6. **Reports.** TD shall comply with all existing reporting requirements (the "**Reports**") set forth in the Loan Documents. Alternatively, TD shall deliver the monthly operating reports to UMB in lieu of the above Reports.

7. **Access to Records of TD.** At reasonable intervals and upon reasonable request by UMB, TD hereby grants UMB and its representatives reasonable access to any and all non-privileged information in TD's possession or control regarding the operation of its business including, without limitation, its books, records, operations and assets.

8. **Reservation of Rights.** Nothing contained herein shall be construed as a waiver of any rights or remedies that any party hereto has under any documents, the Bankruptcy Code, or applicable law, including UMB's right at any time to seek relief from the automatic stay of section 362 of the Bankruptcy Code with respect to all or any of the Collateral and either of the parties' right to seek modification of this order and the cash used hereunder.

9. **Court Approval.** This order shall become effective and enforceable upon approval and entry as an order of the Court. If any provision of this order is modified, vacated, or stayed by a subsequent order of the Court, such modification, vacation or stay shall not affect the validity of any obligation or liability incurred pursuant to this order and prior to the effective date of such modification, vacation or stay. [To comport with changes above by other parties]

10. **Modification of this Order.** Any modification of this order shall be made only by a separate order of the Court upon notice to parties entitled thereto.

11. **Successors and Assigns.** The provisions of this Order shall be binding upon and inure to the benefit of UMB, TD, and their respective successors and assigns (including without

limitation any chapter 11 or chapter 7 trustee, examiner or other fiduciary hereafter appointed for TD or with respect to any of TD's property).

12. TD shall serve a copy of this Order on the twenty largest unsecured creditors, all parties requesting notice, and the United States Trustee as required by Fed. R. Bankr. 4001(d).

13. The Court shall retain jurisdiction with respect to all matters arising from or related to the implementation of this Order.

DATED: June 29, 2026
St. Louis, Missouri
mtc



BONNIE L. CLAIR
Chief United States Bankruptcy Judge

Order prepared by:
Robert E. Eggmann
Samuel S. Brand
Carmody MacDonald, P.C.
120 South Central Ave., Suite 1800
St. Louis, Missouri 63105
(314) 854-8600
(314) 854-8660 Fax
ATTORNEYS FOR TD

EXHIBIT A

Proposed Budget

	2026				
	<u>June</u>	<u>July</u>	<u>August</u>	<u>TOTALS</u>	<u>Summary</u>
Insurance	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 60,000.00	Master Policy
TOTAL:	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 60,000.00	