

Dated: August 22, 2011



Redfield T. Baum

Redfield T. Baum, Bankruptcy Judge

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IN THE UNITED STATES BANKRUPTCY COURT
THE DISTRICT OF ARIZONA

In re:
CASA GRANDE CAPITAL GROUP, L.L.C.,
Debtor.

Chapter 11 Proceedings
Case No. 2:11-bk-19376-RTB
**SECOND STIPULATED ORDER
FOR TEMPORARY USE OF CASH
COLLATERAL**

THIS MATTER having come before the Court on the Motion to Authorize the Use of Cash Collateral (the "**Motion**"), filed by the debtor, Casa Grande Capital Group, LLC (the "**Debtor**"), and the objection thereto filed by CLMG Corp. as loan servicer for Beal Bank Nevada ("**Lender**"), and based on the "Stipulated Order for Temporary use of Cash Collateral Pending Final Hearing on Debtor's Motion to Authorize Use of Cash Collateral" entered by the Bankruptcy Court on July 26, 2011 (the "**First Stipulated Order**") and this Stipulated Order, the Court hereby orders as follows:

1. The relief granted herein is on an interim basis through September 30, 2011.
2. The Debtor is hereby authorized to use claimed Cash Collateral (as that term is defined in the Motion) but only on the terms and conditions set forth in this Stipulated Order.
3. Debtor is authorized to use claimed Cash Collateral only in accordance with the Budget (a copy of which is attached to this Stipulated Order) provided however that the Debtor shall not make payment for the expense in Account 8600-0000 without consent of the Lender or an order of this court after notice and a hearing. Debtor shall be permitted a variance of up to 10% per month without the prior written consent of Lender. Such restrictive use of claimed Cash Collateral applies to all cash and cash equivalents as of the petition date.

1 4. All claimed Cash Collateral shall be held by Debtor in a Debtor in possession
2 account at US Bank, pending further Order of this Court.

3 5. Debtor shall provide evidence of insurance to Lender within five (5) business days
4 following entry of the First Stipulated Order showing Lender as a loss payee and notice party.

5 6. As further adequate protection, Lender is hereby granted a perfected, post-petition
6 lien and security interest in all assets of Debtor and this estate but only to the same extent and
7 priority of Lender's prepetition liens and security interests in such assets, without the need to file or
8 record same.

9 7. Debtor shall provide copies of all financial reports provided to the United States
10 Trustee in connection with this case and any DIP Financial Reports filed with the Court
11 simultaneously with delivery to the UST or filing, as the case may be, provided however, Debtor
12 shall provide to Lender operating reports for July 2011 no later than August 15, 2011, including in
13 such operating reports year-to-date results for 2011.

14 8. Debtor acknowledges that Lender asserts the rights contained in Bankruptcy Code
15 §§ 506(b) and 546(b). Debtor reserves all rights to dispute such rights.

16 9. Debtor's right to use the claimed Collateral and claimed Cash Collateral hereunder
17 shall terminate automatically and without action by any person on the later of (i) September 30,
18 2011, which date may be extended by mutual agreement of the Lender and Debtor without the need
19 to obtain a further an order of the Bankruptcy Court; or (ii) entry of an order terminating Debtor's
20 right to use Cash Collateral; or (iii) the occurrence of one of the following events:

21 a. Failure to comply with this Stipulated Order;

22 b. Failure of Debtor to maintain insurance on the Property as required
23 hereunder; or

24 c. Failure to comply with the Budget.

25 10. Nothing contained herein shall preclude Lender or Debtor from making appropriate
26 requests of this Court for such other or further relief as shall from time to time be necessary for,
27 among other things, adequate protection of Lender's interest, including its claimed security
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1 interests in the Property. Lender's agreement to the provisions herein shall not constitute an
2 admission by Lender that Debtor should continue operation of its business or that there is a
3 reasonable likelihood of Debtor's successful reorganization.

4 11. Both Lender and Debtor reserve all rights with respect to the Motion and the
5 Objection.

6 DATED: _____.

7
8 _____
9 The Honorable Redfield T. Baum
United States Bankruptcy Judge

10 APPROVED AS TO FORM:

11 **BIEGING SHAPIRO & BARBER LLP**

12 By: /s/ Duncan E. Barber
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16 **POLSINELLI SHUGHART**

17 By: /s/ Mark W. Roth
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EXHIBIT A

HARMONY CORPORATE CENTER 2011-3 MONTH BUDGET - JULY THROUGH SEPTEMBER 2011

	JULY	AUG	SEP	3 MONTH TOTAL
REVENUE				
4100-000 OFFICE BASE RENT	168,110	170,135	170,856	509,101
4200-000 OPERATING EXPENSES	78,273	79,243	79,243	236,759
4225-000 PRIOR YR. OPER. EXPENSES	0	0	0	0
4400-000 HVAC / ELECTRIC REIMB.	3,500	3,500	3,500	10,500
4450-000 ANTENNA INCOME	1,500	1,500	1,500	4,500
TOTAL REVENUE	251,383	254,378	255,099	760,860

OPERATING EXPENSES

5110-000 ELECTRICITY	35,034	35,034	35,034	105,102
5120-000 WATER & SEWER	2,288	2,288	2,288	6,864
5130-000 GAS	2,481	2,481	2,481	7,443
5505-000 R&M - MAINTENANCE LABOR	1,470	1,610	1,540	4,620
5510-000 HVAC CONTRACT	10,676	10,676	10,676	32,028
5511-000 HVAC REPAIRS	0	0	700	700
5512-000 HVAC FILTERS	250	104	0	354
5520-000 ELEVATOR CONTRACT	1,839	0	0	1,839
5521-000 ELEVATOR - MISC REPAIRS	0	0	100	100
5522-000 ELEVATOR LICENSE	0	0	600	600
5530-000 FIRE ALARM MONITORING	95	95	95	285
5531-000 R&M - FIRE ALARM SYSTEM	0	640	880	1,520
5540-000 R&M - ELECTRICAL	2,000	250	0	2,250
5542-000 R&M - BULBS & BALLASTS	0	550	0	550
5550-000 R&M - PLUMBING	0	0	100	100
5560-000 R&M - EXTERMINATION	192	192	192	576
5570-000 R&M - GLASS REPLACEMENT	0	0	600	600
5580-000 R&M - ROOF	0	500	0	500
5590-000 R&M - FLOOR & CEILING	0	0	150	150
5600-000 R&M - MISC PAINT/DÉCOR	0	350	0	350
5610-000 R&M - CARPENTRY/DOORS	0	0	100	100
5615-000 R&M - DOOR HDW/KEYS/CORES	0	0	250	250
5620-000 R&M - SIGN MAINTENANCE	650	0	0	650
5630-000 R&M - MASONRY/STRUCTURAL	300	0	0	300
5640-000 R&M - FITNESS EQUIPMENT	1,286	1,086	1,086	3,458
5650-000 R&M - MISCELLANEOUS	225	225	225	675
6010-000 JANITORIAL SERVICE & CONTRACT	10,122	9,972	9,972	30,066
6020-000 JANITORIAL SUPPLIES	1,395	1,395	1,395	4,185
6100-000 WINDOW WASHING	0	0	0	0
6200-000 CARPET CLEANING	360	0	0	360
6300-000 TRASH REMOVAL	215	355	315	885
6500-000 LANDSCAPE CONTRACT	2,897	4,252	2,897	10,046
6510-000 LANDSCAPE REPAIR & MAINTENANC	0	0	0	0
6520-000 LANDSCAPE - IRR SYS R&M	600	600	600	1,800
6530-000 INTERIOR PLANT CARE	295	295	295	885
6600-000 PARKING LOT SWEEPING	425	0	0	425

(Continued on Following Page)

EXHIBIT A

HARMONY CORPORATE CENTER 2011-3 MONTH BUDGET - JULY THROUGH SEPTEMBER 2011

	JULY	AUG	SEP	3 MONTH TOTAL
6610-000 PARKING LOT R&M	0	0	0	0
6620-000 SIDEWALK R&M	0	0	0	0
6630-000 CONCRETE CURB R&M	0	0	0	0
6640-000 SNOW REMOVAL	0	0	0	0
7010-000 SECURITY SERVICE CONTRACT	746	728	716	2,190
7020-000 SECURITY - CARD READER	0	0	1,300	1,300
7200-000 MANAGEMENT FEES	11,578	10,055	10,175	31,808
7300-000 PROPERTY INSURANCE	0	6,500	2,150	8,650
7500-000 REAL ESTATE TAXES	0	0	0	0
7520-000 PROPERTY TAX CONSULTING FEE	0	0	0	0
TOTAL OPERATING EXPENSES	87,419	90,233	86,912	264,564
NET OPERATING INCOME	163,964	164,146	168,187	496,297
NON-RECOVERABLE & CAPITAL EXPENSES				
8200-950 MISC R&M - NR	0	0	0	0
8500-400 SPACE PLANNING FEES - NR	0	0	0	0
8500-420 LEGAL EXPENSE - NR	0	0	0	0
8500-460 ACCTG / PROF FEE - NR	5,000	5,000	5,000	15,000
8600-000 ASSET MGR FEES	15,000	15,000	15,000	45,000
9000-000 LEASE COMMISSIONS	0	0	0	0
9050-000 TENANT IMPROVEMENTS	0	0	0	0
9100-000 CAPITAL IMPROVEMENTS	0	0	0	0
TOTAL N/R & CAPITAL EXP	20,000	20,000	20,000	60,000
CASH FLOW	143,964	144,146	148,187	436,297