

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

In re:)	
)	Chapter 11
ESPLANADE HL, LLC, <i>et al.</i>)	
)	Case No. 16-33008
)	(Jointly Administered)
)	
Debtors. ¹)	Honorable Carol A. Doyle
)	

**ELEVENTH INTERIM ORDER (I) AUTHORIZING USE OF CASH COLLATERAL;
(II) GRANTING ADEQUATE PROTECTION; (III) SCHEDULING
FINAL HEARING; AND (IV) GRANTING RELATED RELIEF**

Upon the motion (the “*Motion*”) of 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*”), 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*”), requesting entry of interim and final orders (i) authorizing use of Cash Collateral by the Debtors,² (ii) granting adequate protection to First Midwest Bank (“*FMB*”), (iii) scheduling a final hearing, and (iv) granting other related relief as necessary, and upon all of the pleadings filed with the Court, due notice having been provided and after due deliberation and consideration and good and sufficient cause appearing therefor,

¹ 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).

² Unless otherwise indicated, capitalized terms used herein have the meanings ascribed to them in the Motion.

THE DEBTORS EACH RESPECTIVELY AND FMB STIPULATE AS FOLLOWS:

A. Petition Date. On October 17, 2016 (the "*Petition Date*"), the Debtors each filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtors are continuing in the management and possession of their business and properties as debtors-in-possession pursuant to sections 1107 and 1108 of the Bankruptcy Code.

B. Committee. As of the date hereof, no request has been made for the appointment of a trustee or examiner, and no statutory committee of unsecured creditors has been appointed in the Chapter 11 Cases.

C. Jurisdiction; Core Proceeding; Venue. This Court has jurisdiction over the Chapter 11 Cases, this proceeding, and the parties and property affected hereby pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. §§ 157(b)(2)(A) and (M). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

D. Cash Collateral. FMB's "cash collateral," as that term is used in this Order shall mean such collateral as included in section 363(a) of the Bankruptcy Code, and shall include, without limitation, any and all prepetition cash and rights to payments in which FMB has a valid security interest or lien, and subject to section 552 of the Bankruptcy Code, all cash proceeds of the prepetition property of the estates of the respective Debtors subject to a security interest or lien held by FMB (collectively, the "*Cash Collateral*").

THEREFORE, IT IS HEREBY ORDERED THAT:

1. Authorization to Use Cash Collateral.

A. Belvidere is hereby authorized to use the Cash Collateral for the period of time provided for in the cash collateral budget attached hereto as Exhibit A (collectively, as such budget may be extended, varied, supplemented, or otherwise modified in accordance with the terms of

this Eleventh Interim Order, the “*Belvidere Budget*”). FMB has reviewed, and approved, the Belvidere Budget. Belvidere shall (i) provide an accounting to FMB of all funds received and disbursed during the preceding month on the first Thursday of the month before 4:00 p.m. and (ii) not to make any expenditures in excess of those amounts set forth in the Belvidere Budget without the prior written consent (can be by email) of FMB.

B. EHL is hereby authorized to use the Cash Collateral for the period of time provided for in the cash collateral budget attached hereto as Exhibit B (collectively, as such budget may be extended, varied, supplemented, or otherwise modified in accordance with the terms of this Eleventh Interim Order, the “*EHL Budget*”). FMB has reviewed, and approved, the EHL Budget. EHL shall (i) provide an accounting to FMB of all funds received and disbursed during the preceding month on the first Thursday of the next month before 4:00 p.m. and (ii) not to make any expenditures in excess of those amounts set forth in the EHL Budget without the prior written consent (can be by email) of FMB.

C. Esplanade is hereby authorized to use the Cash Collateral for the period of time provided for in the cash collateral budget attached hereto as Exhibit C (collectively, as such budget may be extended, varied, supplemented, or otherwise modified in accordance with the terms of this Eleventh Interim Order, the “*Esplanade Budget*”). FMB have reviewed, and approved, the Esplanade Budget. Esplanade shall (i) provide an accounting to FMB of all funds received and disbursed during the preceding month on the first Thursday of the next month before 4:00 p.m. and (ii) not to make any expenditures in excess of those amounts set forth in the Esplanade Budget without the prior written consent (can be by email) of FMB.

D. 9501 is hereby authorized to use the Cash Collateral for the period of time provided for in the cash collateral budget attached hereto as Exhibit D (collectively, as such budget may be

extended, varied, supplemented, or otherwise modified in accordance with the terms of this Eleventh Interim Order, the “9501 Budget”). FMB has reviewed, and approved, the 9501 Budget. 9501 shall (i) provide an accounting to FMB of all funds received and disbursed during the preceding month on the first Thursday of the next month before 4:00 p.m. and (ii) not to make any expenditures in excess of those amounts set forth in the 9501 Budget without the prior written consent (can be by email) of FMB.

E. No Debtor may use the Cash Collateral of another Debtor.

F. Any payment of interest represents an interim agreement between the parties and is not an acknowledgement by (i) FMB that it is adequately protected nor a waiver of any basis to seek adequate protection and (ii) the respective Debtor that FMB is entitled to adequate protection or payment of postpetition interest. Each of the Debtors and FMB reserve all of their respective rights with respect to the payment of such interest.

2. Big Rock Ranch, LLC. Big Rock Ranch, LLC has agreed to make monthly payments of \$1,828.00 to FMB, which payments shall be due within seven days of the first of each month.

3. Adequate Protection.

(a) Proceeds of Prepetition Collateral. To the extent provided by section 552 of the Bankruptcy Code, all proceeds of the Prepetition Collateral (as further defined herein) that would be subject to FMB’s security interests or liens shall also be subject to the Adequate Protection Liens.

(b) Replacement Liens. In addition to all existing security interests and liens granted to and held by FMB in and to the Prepetition Collateral, as further adequate protection for the Debtors’ use of the Cash Collateral on the terms and conditions of this Eleventh Interim Order, but

only to secure an amount equal to the Collateral Diminution (as hereinafter defined), the Borrowers hereby grant to FMB: pursuant to sections 361(2) and 363(e) of the Code, automatically and retroactively effective as of the Petition Date, valid, binding, and properly perfected postpetition security interests and replacement liens on the Prepetition Collateral (the “*Adequate Protection Liens*”). As used in this Eleventh Interim Order, the following terms shall have the following meanings:

(i) “Collateral Diminution” shall mean an amount equal to the aggregate diminution of the value of FMB’s interest in the Prepetition Collateral from and after the Petition Date, for any reason including, without limitation, depreciation, sale, loss, or use of the Prepetition Collateral, including the Cash Collateral, whether in accordance with the terms and conditions of this Eleventh Interim Order or otherwise;

(ii) “Prepetition Collateral” shall mean the property of the estates of the respective Debtors that are subject to security interests or liens held by FMB as of the Petition Date and shall include all proceeds thereof.

4. Perfection of Liens. The Adequate Protection Liens shall be, and hereby are, deemed duly perfected and recorded under all applicable federal or state or other laws as of the date hereof, and no notice or other act, shall be required to effect such perfection.

5. Rents. Until further order of this Court, tenants of each of the Debtors’ respective properties shall pay rent as follows:

(a) Esplanade. Esplanade tenants shall pay rents to Esplanade.

(b) 9501. 9501 tenants shall pay rents to 9501.

6. Carve-Out. Subject to the remaining provisions of this Eleventh Interim Order, FMB’s liens on and security interests in the Collateral, shall be subordinate and subject only to any unpaid fees payable pursuant to 28 U.S.C. § 1930 and any unpaid fees payable to the Clerk of this Court or the U.S. Trustee.

7. No Waiver. The rights and obligations of the Debtors and the rights, claims, liens, security interests and priorities of FMB arising under this Eleventh Interim Order are in addition to, and not intended as a waiver or substitution for, the rights, obligations, claims, liens, security interests and priorities granted by the Debtors, as prepetition debtors, under any prepetition financing documents.

8. Effect of Order and Modification of Order. The Debtors, respectively, may each seek to modify, vacate, or amend the relevant respective Budgets with the advance written consent of FMB. If any of the provisions of this Eleventh Interim Order are hereafter modified, vacated, or stayed by subsequent order of this or any other Court, such stay, modification, or vacatur shall not affect the validity of any prepetition obligations outstanding immediately prior to the effective time of such stay, modification or vacation, or the validity and enforceability of any lien, priority, right, privilege or benefit authorized hereby with respect to any such prepetition obligations. Entry of this Order is without prejudice to all parties' rights and remedies with regard to the above-captioned cases, the Debtors, or the property of the Debtors' respective estates, including relief that would require modification of this Order.

9. No Third Party Rights. Except as explicitly provided for herein, this Eleventh Interim Order does not create any rights for the benefit of any third party, creditor, equity holder, or any other direct, indirect, or incidental beneficiary.

10. Jurisdiction. The Court has and will retain jurisdiction to enforce this Eleventh Interim Order according to its terms.

11. Order Effective. This Eleventh Interim Order shall be effective as of the date of signature by the Court.

12. Notice of Continued Hearing. The hearing to consider entry of an eleventh interim cash collateral order before this Court is set for 10:30 a.m. on October 12, 2017 in Courtroom 742, 219 S. Dearborn St., Chicago, Illinois.

IT IS SO ORDERED.

ENTER:

Dated: September 6, 2017

J. Cox
Jacqueline P. Cox

United States Bankruptcy Judge

Prepared by:

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EXHIBIT A

171 W. Belvidere, LLC Cash Collateral Budget

September 11 - October 15, 2017

	9/11 - 9/17	9/18 - 9/24	9/25 - 10/1	10/2 - 10/8	10/9 - 10/15
Beginning Cash Balance	\$ 30,950.02	\$ 29,350.02	\$ 22,450.02	\$ 19,735.82	\$ 19,235.82
INCOME					
Operating Income (Gross Receipts)	\$ -	\$ -	\$ -	\$ -	\$ -
Other Income	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL INCOME	\$ -	\$ -	\$ -	\$ -	\$ -
EXPENSES					
Premier Real Estate, LLC - Commissions	\$ -	\$ -	\$ -	\$ -	\$ -
Standard Bank Fee	\$ -	\$ -	\$ -	\$ -	\$ -
First Midwest Bank Fee	\$ -	\$ -	\$ -	\$ -	\$ -
Licenses & Permits	\$ -	\$ -	\$ -	\$ -	\$ -
Miscellaneous	\$ (500.00)	\$ (500.00)	\$ (500.00)	\$ (500.00)	\$ (500.00)
Brunos Tuckpointing	\$ -	\$ -	\$ -	\$ -	\$ -
Legal Fees	\$ -	\$ (5,000.00)	\$ -	\$ -	\$ -
United States Trustee Fees	\$ -	\$ -	\$ -	\$ -	\$ -
Interest-Only Payment to FMB	\$ -	\$ -	\$ (464.20)	\$ -	\$ -
Real Estate Tax Escrow	\$ -	\$ -	\$ -	\$ -	\$ -
Fire / Security Greater Round Lake Fire	\$ -	\$ -	\$ -	\$ -	\$ -
P&M Mercury Mechanical Corp.	\$ -	\$ -	\$ -	\$ -	\$ -
Landscaping Martins Landscaping	\$ (500.00)	\$ -	\$ (500.00)	\$ -	\$ -
B&H Awning - Awning Repair	\$ -	\$ -	\$ -	\$ -	\$ -
Landscaping TruGreen	\$ -	\$ -	\$ -	\$ -	\$ -
Rotterdam Management Fees	\$ -	\$ -	\$ (1,250.00)	\$ -	\$ -
P&M Mercury Mechanical Corp.	\$ -	\$ -	\$ -	\$ -	\$ -
Common Area Maint Clubs of Bradford	\$ (600.00)	\$ -	\$ -	\$ -	\$ -
Factotum (Pole / Exterior Light Repairs)	\$ -	\$ -	\$ -	\$ -	\$ -
AT&T Telephone	\$ -	\$ -	\$ -	\$ -	\$ -
ComEd	\$ -	\$ (400.00)	\$ -	\$ -	\$ -
Nicor Gas	\$ -	\$ (400.00)	\$ -	\$ -	\$ -
Groot Disposal	\$ -	\$ -	\$ -	\$ -	\$ -
Village of Round Lake	\$ -	\$ (600.00)	\$ -	\$ -	\$ -
Ryan, LLC/Property Tax	\$ -	\$ -	\$ -	\$ -	\$ -
MG Mechanical	\$ -	\$ -	\$ -	\$ -	\$ -
IFPS/Insurance	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENSES	\$ (1,600.00)	\$ (6,900.00)	\$ (2,714.20)	\$ (500.00)	\$ (500.00)
NET INCOME/LOSS	\$ (1,600.00)	\$ (6,900.00)	\$ (2,714.20)	\$ (500.00)	\$ (500.00)
Ending Cash Balance	\$ 29,350.02	\$ 22,450.02	\$ 19,735.82	\$ 19,235.82	\$ 18,735.82

EXHIBIT B

Esplanade HL, LLC Cash Collateral Budget

September 11 - October 15, 2017

	9/11 - 9/17	9/18 - 9/24	9/25 - 10/1	10/2 - 10/8	10/9 - 10/15
Beginning Cash Balance	\$ 2,477,539.49	\$ 2,477,539.49	\$ 2,477,539.49	\$ 2,476,310.89	\$ 2,471,310.89
INCOME					
Operating Income (Gross Receipts)	\$ -	\$ -	\$ -	\$ -	\$ -
Other Income					
Total Income	\$ -	\$ -	\$ -	\$ -	\$ -
EXPENSES					
Standard Bank Fee	\$ -	\$ -	\$ -	\$ -	\$ -
First Midwest Bank Fee	\$ -	\$ -	\$ -	\$ -	\$ -
ALTA Surveys	\$ -	\$ -	\$ -	\$ -	\$ -
Licenses & Permits	\$ -	\$ -	\$ -	\$ -	\$ -
Miscellaneous	\$ -	\$ -	\$ -	\$ -	\$ -
Legal Fees	\$ -	\$ -	\$ -	\$ (5,000.00)	\$ -
United States Trustee Fees	\$ -	\$ -	\$ -	\$ -	\$ -
Interest-Only Payment to FMB	\$ -	\$ -	\$ (1,228.60)	\$ -	\$ -
Rotterdam Management Fees	\$ -	\$ -	\$ -	\$ -	\$ -
Asset Management Fee	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENSES	\$ -	\$ -	\$ (1,228.60)	\$ (5,000.00)	\$ -
NET INCOME/LOSS	\$ -	\$ -	\$ (1,228.60)	\$ (5,000.00)	\$ -
Ending Cash Balance	\$ 2,477,539.49	\$ 2,477,539.49	\$ 2,476,310.89	\$ 2,471,310.89	\$ 2,471,310.89

EXHIBIT C

2380 Esplanade Drive, LLC Cash Collateral Budget					
September 11 - October 15, 2017					
	9/11 - 9/17	9/18 - 9/24	9/25 - 10/1	10/2 - 10/8	10/9 - 10/15
Beginning Cash Balance	\$ 17,339.86	\$ 14,999.86	\$ 19,659.86	\$ 12,549.86	\$ 5,109.86
INCOME					
Operating Income (Gross Receipts)	\$ 5,110.00	\$ 5,110.00	\$ 5,110.00	\$ 5,110.00	\$ 5,110.00
Other Income					
TOTAL INCOME	\$ 5,110.00	\$ 5,110.00	\$ 5,110.00	\$ 5,110.00	\$ 5,110.00
EXPENSES					
Premier Real Estate, LLC - Commissions	\$ -	\$ -	\$ -	\$ -	\$ -
Standard Bank Fee	\$ -	\$ -	\$ -	\$ -	\$ -
First Midwest Bank Fee	\$ -	\$ -	\$ -	\$ -	\$ -
Miscellaneous	\$ -	\$ -	\$ -	\$ -	\$ -
Legal Fees	\$ -	\$ -	\$ (5,000.00)	\$ -	\$ -
United States Trustee Fees	\$ -	\$ -	\$ -	\$ -	\$ -
Interest-Only Payment to FMB	\$ -	\$ -	\$ (4,220.00)	\$ -	\$ -
Real Estate Tax Escrow	\$ -	\$ -	\$ -	\$ (3,750.00)	\$ -
Fire / Security Alarm Detection	\$ (200.00)	\$ -	\$ -	\$ -	\$ -
P&M Mercury Mechanical Corp.	\$ (1,000.00)	\$ -	\$ -	\$ -	\$ -
Schindler (Elevator Repair)	\$ (400.00)	\$ -	\$ -	\$ (400.00)	\$ -
Rotterdam Management Fees	\$ -	\$ -	\$ -	\$ (2,500.00)	\$ -
Presto X Pest Control	\$ (150.00)	\$ -	\$ -	\$ (150.00)	\$ -
Sentry Security Master Locksmith	\$ (150.00)	\$ -	\$ -	\$ (150.00)	\$ -
ABM (Cleaning)	\$ (700.00)	\$ -	\$ -	\$ (700.00)	\$ -
Trash Removal Groot	\$ (150.00)	\$ -	\$ -	\$ (200.00)	\$ -
B&H Awning - Repair	\$ -	\$ -	\$ -	\$ -	\$ -
Factotum (repairs/exterior lighting)	\$ -	\$ (450.00)	\$ -	\$ -	\$ -
AT&T Telephone	\$ (250.00)	\$ -	\$ -	\$ (250.00)	\$ -
TruGreen	\$ (250.00)	\$ -	\$ -	\$ (250.00)	\$ -
ComEd	\$ (1,000.00)	\$ -	\$ -	\$ (1,000.00)	\$ -
Fast Signs (directory)	\$ -	\$ -	\$ -	\$ -	\$ -
Nicor Gas	\$ (700.00)	\$ -	\$ -	\$ (700.00)	\$ -
MSP Const. - (Suite 201 Buildout)	\$ -	\$ -	\$ (3,000.00)	\$ -	\$ -
Homefield Energy	\$ (1,000.00)	\$ -	\$ -	\$ (1,000.00)	\$ -
Insurance Erie Insurance	\$ (600.00)	\$ -	\$ -	\$ (600.00)	\$ -
Village of Algonquin	\$ (400.00)	\$ -	\$ -	\$ (400.00)	\$ -
Martins Landscaping	\$ (500.00)	\$ -	\$ -	\$ (500.00)	\$ -
McNelly Services, Inc (door/lock repair)	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENSES	\$ (7,450.00)	\$ (450.00)	\$ (12,220.00)	\$ (12,550.00)	\$ -
NET INCOME/LOSS	\$ (2,340.00)	\$ 4,660.00	\$ (7,110.00)	\$ (7,440.00)	\$ 5,110.00
Ending Cash Balance	\$ 14,999.86	\$ 19,659.86	\$ 12,549.86	\$ 5,109.86	\$ 10,219.86

EXHIBIT D

9501 W. 144th Place, LLC Cash Collateral Budget

September 11 - October 15, 2017

	9/11 - 9/17	9/18 - 9/24	9/25 - 10/1	10/2 - 10/8	10/9 - 10/15
Beginning Cash Balance	\$ 67,065.56	\$ 51,526.39	\$ 58,236.67	\$ 54,490.67	\$ 50,676.23
INCOME					
Operating Income (Gross Receipts)	\$ 9,428.28	\$ 9,428.28	\$ -	\$ 18,856.56	\$ 9,428.28
Other Income	\$ -	\$ -	\$ -	\$ -	\$ -
Total Income	\$ 9,428.28	\$ 9,428.28	\$ -	\$ 18,856.56	\$ 9,428.28
EXPENSES					
Oliveri Real Estate, LLC - Commissions	\$ -	\$ -	\$ -	\$ -	\$ -
Wintrust Bank Fee	\$ -	\$ -	\$ -	\$ -	\$ (40.00)
First Midwest Bank Fee	\$ -	\$ -	\$ -	\$ -	\$ (15.00)
Licenses & Permits	\$ -	\$ -	\$ -	\$ -	\$ -
ALTA Surveys	\$ -	\$ -	\$ -	\$ -	\$ -
Apostrophe Design (Carpet repair)	\$ -	\$ -	\$ -	\$ (1,200.00)	\$ -
MSP Construction (Ste 200 painting)Final	\$ (3,800.00)	\$ -	\$ -	\$ -	\$ -
Miscellaneous	\$ (500.00)	\$ (1,000.00)	\$ (500.00)	\$ (1,000.00)	\$ (500.00)
Legal Fees	\$ (5,000.00)	\$ -	\$ -	\$ -	\$ (5,000.00)
United States Trustee Fees	\$ -	\$ -	\$ -	\$ -	\$ -
Interest-Only Payment to FMB	\$ (7,400.00)	\$ -	\$ -	\$ -	\$ (7,400.00)
Fire / Security	\$ (500.00)	\$ -	\$ -	\$ -	\$ (500.00)
P&M Mercury Mechanical Corp.	\$ -	\$ (385.00)	\$ -	\$ -	\$ (385.00)
GR Stob	\$ -	\$ (250.00)	\$ -	\$ -	\$ -
Klee Landscaping	\$ -	\$ -	\$ -	\$ (390.00)	\$ -
Real Estate Tax Payment	\$ -	\$ -	\$ -	\$ -	\$ -
Real Estate Tax Escrow	\$ -	\$ -	\$ -	\$ (18,000.00)	\$ -
Otis Elevator	\$ -	\$ -	\$ -	\$ -	\$ -
Seneca Management Fees	\$ -	\$ -	\$ -	\$ (2,081.00)	\$ -
Riteway Pest Control	\$ -	\$ -	\$ -	\$ -	\$ -
Armor Security Master Locksmith	\$ -	\$ -	\$ -	\$ -	\$ -
The Millard Group	\$ (3,267.45)	\$ -	\$ -	\$ -	\$ (3,267.45)
ComCast Cable	\$ -	\$ -	\$ -	\$ -	\$ -
Asset Management Fee	\$ (4,500.00)	\$ -	\$ -	\$ -	\$ (4,500.00)
AT&T Telephone	\$ -	\$ -	\$ (115.00)	\$ -	\$ -
ComEd	\$ -	\$ -	\$ (2,881.00)	\$ -	\$ -
Nicor Gas	\$ -	\$ -	\$ (250.00)	\$ -	\$ -
John Stanley	\$ -	\$ -	\$ -	\$ -	\$ -
Anzy's supplies	\$ -	\$ (525.00)	\$ -	\$ -	\$ -
Nuway Disposal	\$ -	\$ (200.00)	\$ -	\$ -	\$ -
Village of Orland Park	\$ -	\$ (358.00)	\$ -	\$ -	\$ -
Suite 304	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENSES	\$ (24,967.45)	\$ (2,718.00)	\$ (3,746.00)	\$ (22,671.00)	\$ (21,607.45)
NET INCOME/LOSS	\$ (15,539.17)	\$ 6,710.28	\$ (3,746.00)	\$ (3,814.44)	\$ (12,179.17)
Ending Cash Balance	\$ 51,526.39	\$ 58,236.67	\$ 54,490.67	\$ 50,676.23	\$ 38,497.06