

**UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

IN RE:)	Chapter 11
)	
INTERPARK INVESTORS, LLC,)	Case No. 16-04404
)	
Debtor.)	Hon. Carol A. Doyle

**FINAL ORDER AUTHORIZING USE OF CASH COLLATERAL
AND GRANTING ADEQUATE PROTECTION**

Upon final consideration of the motion (the “Motion”) of Interpark Investors, LLC (the “Debtor”) requesting this Court’s authorization to use the cash collateral of Athene Annuity and Life Company, f/k/a Aviva Life and Annuity Company (the “Lender”) pursuant to 11 U.S.C. § 363(c)(2) and Fed. R. Bankr. P. 4001; due and proper notice of the Motion having been given to all parties entitled thereto; a preliminary and final hearing having been held on the Motion pursuant to the provisions of Fed. R. Bankr. P. 4001(c)(2); sufficient cause appearing therefor; it is hereby ORDERED:

1. The Motion is hereby granted on a final basis subject to the terms and conditions set forth in this Order.

2. During the period (the “Budget Period”) covered by the budget attached hereto as Exhibit A (“Budget”), the Debtor is authorized to use cash collateral to pay only (i) those expenses set forth in the Budget, in the amounts set forth therein plus a fifteen percent (15%) variance for any individual expense contained in the Budget, not to exceed a total variance of ten percent (10%) of the total operating expenses for the Budget Period, and (ii) any other expenses approved by the Court. The Budget may be modified and extended by (i) agreement with the Lender, or (ii) Court approval.

3. As adequate protection for any use or diminution in the value of any of the Lender's interests in the Debtors' prepetition assets ("Prepetition Collateral"), including the cash collateral subject to the Motion, the Lender is hereby granted, retroactive to the Debtor's petition date ("Petition Date") and without the necessity of any additional documentation or filings, valid, enforceable, non-avoidable, and fully perfected replacement liens of the highest available priority upon (i) any property that the Debtor acquires after the Petition Date including, without limitation, any rents, profits and cash generated by the Debtor's prepetition and postpetition operations, but excluding any avoidance actions under chapter 5 of the Bankruptcy Code, and (ii) any proceeds generated from such property. The liens granted in this paragraph ("Adequate Protection Liens") shall (i) attach to the same extent and with the same validity and priority as the Lender's existing interests in the Prepetition Collateral, (ii) be limited to the extent of the aggregate diminution subsequent to the Petition Date in the value of the Lender's existing interests in the Prepetition Collateral (including the cash collateral subject to the Motion), whether by depreciation, use, sale, loss, or otherwise, and (iii) be subject only to prior perfected and unavoidable liens in property of the Debtor's estate as of the Petition Date.

4. The grant of adequate protection provided herein is without prejudice to the Lender's right to seek additional adequate protection of their interests in the Debtor's property.

5. This Order shall be sufficient and conclusive evidence of the validity, enforceability and perfection of the Adequate Protection Liens, whether or not the Lender elects to file or record financing statements, any other documents, or to take such other steps as may otherwise be required to obtain, evidence or perfect such liens under applicable law; and the Lender may, in its sole discretion, but shall not be required to, file a certified copy of this Order

in any filing or recording office in any jurisdiction in which the Debtor has real or personal property, and such filing or recording shall be accepted and shall constitute further evidence of perfection of their liens and security interests.

6. The entry of this Order is without prejudice to the Debtor's right (i) to seek authority to use additional cash collateral if the Debtor determines that the cash collateral use authorized by this Order is insufficient, and (ii) to challenge the extent, validity and priority of any of the Lender's liens, claims or interests in the Prepetition Collateral.

7. Debtor's authority to use Cash Collateral shall terminate on the earlier of: (a) the occurrence of any Event of Default (identified below in paragraph 9) that remains uncured or unwaived in accordance with paragraph 10 below; or (b) the expiration of the Budget Period (subject to extension in accordance with paragraph 2 above). The earlier of the foregoing is designated as the "Termination Date."

8. Nothing in this Order shall (a) constitute or be construed as consent, acknowledgment or agreement by Lender, or (b) constitute a waiver or estoppel, with respect to the rights of Lender to dispute (i) the validity or accuracy of Debtor's calculations which serve as a basis for either entry of this Order or the formulation of the Budget; or (ii) the allowance or payment of administrative expenses, including, without limitation, fees and expenses of Debtor's professionals. Lender's consent to the terms of this Order shall not constitute an admission that Debtor's compliance with the terms of this Order constitutes adequate protection for Lender's interest in Debtor's property and shall not be deemed a waiver of Lender's right either to request additional adequate protection, or to seek relief from the automatic stay for cause, including, without limitation, lack of adequate protection.

9. Debtor shall be in default hereunder upon the occurrence of any of the following events (each an “Event of Default”):

(i) Use of Cash Collateral to pay an expense not delineated on the Budget or in an amount in excess of the Budgeted amount (plus the variances described in paragraph 2 above), or use of the Cash Collateral for an expense not relating to the Properties except for necessary and approved administrative expenses or fees that have been approved by the Court;

(ii) Debtor’s failure to comply with (a) any other provision of this Order, or (b) any reporting or other requirements imposed by the Bankruptcy Code, the Bankruptcy Rules, the local rules or the United States Trustee;

(iii) Debtor’s failure to timely pay any post-petition tax obligations;

(iv) Dismissal or conversion to chapter 7 of Debtor’s chapter 11 case;

(v) Appointment of a chapter 11 trustee for Debtor;

(vi) Entry of an Order by this Court that grants a lien or security interest in any of Lender’s Pre-Petition or Post-Petition Collateral which lien is senior in priority to, or *pari passu* with, either or both of Lender’s Pre-Petition or Post-Petition Lien; and

(vii) Reversal or modification of this Order on appeal or otherwise.

10. Upon the occurrence of an Event of Default, Debtor’s authorization to use Cash Collateral under this Order shall cease upon 7 day’s notice to Debtor with the opportunity to cure the default or petition the Court to waive the default. Debtor may resume use of Cash Collateral under this Order only if the Event of Default is cured or, after notice and a hearing, the Court authorizes Debtor’s continued use of Cash Collateral. Further, upon the occurrence of an Event of Default, Lender shall be entitled to file an emergency motion (in accordance with General Order 12-01 of this Court) seeking relief from the automatic stay, which motion may be heard by

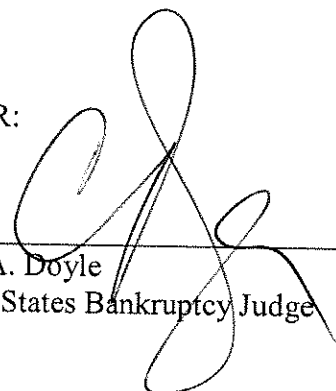
the Court as soon as practicable based on the Court's calendar following three business days' written notice by Lender to Debtor and any other parties entitled to notice under applicable rules.

11. This Court shall conduct a status hearing at **10:30 a.m. on May 26, 2016** *in Courtroom 742, 2195 Dearborn St., Chicago, Illinois* regarding the Debtor's continued use of cash collateral after the Budget Period.

12. The Debtor's authority to use the Lender's cash collateral under this Order shall be effective immediately and shall extend through the Termination Date.

Dated: March 17, 2016

ENTER:



Carol A. Doyle
United States Bankruptcy Judge

EXHIBIT A

Interpark Corporate Center

	2015 Actual									
	Total	\$/ft	2/12/16-3/17/16	\$/ft	3/18/16-4/17/16	\$/ft	4/18/16-5/17/16	\$/ft	5/18/16-6/17/16	\$/ft
REVENUE / INCOME										
Rental Income	\$ 1,327,267.00	\$ 8.07	\$ 24,553.00	\$ 0.15	\$ 102,920.43	\$ 0.63	\$ 102,920.43	\$ 0.63	\$ 102,920.43	\$ 0.63
CAM Income	\$ 90,138.00	\$ 0.55	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Parking Income	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Rental Income	\$ 76,316.00	\$ 0.46	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Income	\$ 38,888.77	\$ 0.24	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL INCOME	\$ 1,532,609.77	\$ 9.32	\$ 24,553.00	\$ 0.15	\$ 102,920.43	\$ 0.63	\$ 102,920.43	\$ 0.63	\$ 102,920.43	\$ 0.63
OPERATING EXPENSES - CAM										
Cleaning Expenses -Incl snow	\$ 39,909.00	\$ 0.24	\$ 5,000.00	\$ 0.03	\$ 3,000.00	\$ 0.02	\$ -	\$ -	\$ -	\$ -
Repairs / Maintenance	\$ 105,878.00	\$ 0.64	\$ 4,322.37	\$ 0.03	\$ 6,547.11	\$ 0.04	\$ 6,547.11	\$ 0.04	\$ 5,434.74	\$ 0.03
Roads / Grounds / Landscaping	\$ 27,505.00	\$ 0.17	\$ -	\$ -	\$ 700.00	\$ 0.00	\$ 2,500.00	\$ 0.02	\$ 2,500.00	\$ 0.02
Security	\$ 6,640.00	\$ 0.04	\$ 480.00	\$ 0.00	\$ 480.00	\$ 0.00	\$ 480.00	\$ 0.00	\$ 480.00	\$ 0.00
Utilities	\$ 78,707.00	\$ 0.48	\$ 7,500.00	\$ 0.05	\$ 12,154.00	\$ 0.07	\$ 6,000.00	\$ 0.04	\$ 4,500.00	\$ 0.03
Administration	\$ 274,978.00	\$ 1.67	\$ 4,680.10	\$ 0.03	\$ 9,020.15	\$ 0.05	\$ 9,020.15	\$ 0.05	\$ 6,680.10	\$ 0.04
Parking	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Marketing	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Taxes	\$ 543,730.00	\$ 3.31	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ 43,145.00	\$ 0.26	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL CAM EXPENSES	\$ 1,120,492.00	\$ 6.81	\$ 21,982.47	\$ 0.13	\$ 31,901.26	\$ 0.19	\$ 24,547.26	\$ 0.15	\$ 19,594.84	\$ 0.12
OPERATING EXPENSES - NON CAM										
Cleaning Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repairs / Maintenance	\$ 38,306.46	\$ 0.23	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Utilities	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Roads / Grounds / Security	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Management Fee	\$ 38,874.58	\$ 0.24	\$ -	\$ -	\$ 5,000.00	\$ 0.03	\$ 5,000.00	\$ 0.03	\$ 5,000.00	\$ 0.03
Marketing	\$ 2,438.99	\$ 0.01	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Miscellaneous	\$ 3,300.00	\$ 0.02	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL NON-CAM EXPENSES	\$ 82,920.03	\$ 0.50	\$ -	\$ -	\$ 5,000.00	\$ 0.03	\$ 5,000.00	\$ 0.03	\$ 5,000.00	\$ 0.03
NET OPERATING INCOME	\$ 329,197.74	\$ 2.51	\$ 2,570.53	\$ 0.02	\$ 66,019.17	\$ 0.40	\$ 73,373.17	\$ 0.45	\$ 78,325.59	\$ 0.48
Capital Expenses										
Capital Expense	\$ 355,968.16	\$ 2.16	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Tenant Improvements	\$ 407,730.10	\$ 2.48	\$ -	\$ -	\$ 68,294.00	\$ 0.42	\$ -	\$ -	\$ -	\$ -
Lease Commissions	\$ 64,026.00	\$ 0.39	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL Capital Expenses	\$ 827,724.26	\$ 5.03	\$ -	\$ -	\$ 68,294.00	\$ 0.42	\$ -	\$ -	\$ -	\$ -
NET CASH FLOW	\$ (498,526.52)	\$ (3.03)	\$ 2,570.53	\$ 0.02	\$ (2,274.83)	\$ (0.01)	\$ 73,373.17	\$ 0.45	\$ 78,325.59	\$ 0.48

INTERPARK 2015 90 DAY BUDGET NOTES-FEBRUARY 12 - MARCH 17, 2016	
Rental Income	Brickton Montessori rent yet to be collected as of 3/8/16
Cleaning Expenses -incl snow	Estimated Snow removal for February
Repairs / Maintenance	\$210 for mgmt office cleaning, \$1000 for scavenger svc., \$1112.37 for bi weekly payroll for maint. manager & \$2000 for misc. repairs & maint. Around the office park
Security	\$480 for monthly security monitoring
Utilities	\$1500 for water, \$2500 for electric, & \$3500 for natural gas
Administration	\$4680.10 for bi weekly payroll for property manager

INTERPARK 2015 90 DAY BUDGET NOTES-MARCH 18 - APRIL 17, 2016	
Rental Income	Scheduled rents to be collected for the month
Cleaning Expenses -incl snow	Estimated Snow removal for March
Repairs / Maintenance	\$210 for mgmt office cleaning, \$1000 for scavenger svc., \$1112.37 for bi weekly payroll X 3 for maint. manager & \$2000 for misc. repairs & maint. Around the office park
Roads / Grounds / Landscaping	\$700 For monthly landscaping
Security	\$480 for monthly security monitoring
Utilities	\$2500 for electric & \$3000 for natural gas, \$1030 for water deposit, \$2338 for gas deposit, & 3286 for electric deposit
Administration	\$2340.05 for bi weekly payroll X 3 for property manager
Management Fee	\$5,000 monthly management fee
Tenant Improvements	\$58452 for IAOMS-new tenant +10% construction management fee + \$4,000 architect retainer

INTERPARK 2015 90 DAY BUDGET NOTES-APRIL 18 - MAY 17, 2016	
Rental Income	Scheduled rents to be collected for the month
Repairs / Maintenance	\$210 for mgmt office cleaning, \$1000 for scavenger svc., \$1112.37 for bi weekly payroll X 3 for maint. manager & \$2000 for misc. repairs & maint. Around the office park
Roads / Grounds / Landscaping	\$2500 For monthly landscaping
Security	\$480 for monthly security monitoring
Utilities	\$1500 for water, \$2500 for electric, \$2000 for natural gas
Administration	\$2340.05 for bi weekly payroll X 3 for property manager
Management Fee	\$5,000 monthly management fee

INTERPARK 2015 90 DAY BUDGET NOTES-MAY 18 - JUNE 17, 2016	
Rental Income	Scheduled rents to be collected for the month
Repairs / Maintenance	\$210 for mgmt office cleaning, \$1000 for scavenger svc., \$1112.37 for bi weekly payroll X 2 for maint. manager & \$2000 for misc. repairs & maint. Around the office park
Roads / Grounds / Landscaping	\$2500 For monthly landscaping
Security	\$480 for monthly security monitoring
Utilities	\$2500 for electric & \$2000 for natural gas
Administration	\$2340.05 for bi weekly payroll X 2 for property manager
Management Fee	\$5,000 monthly management fee