



THE FOLLOWING ORDER  
IS APPROVED AND ENTERED  
AS THE ORDER OF THIS COURT:

DATED: February 8, 2016

  
Susan V. Kelley

Chief United States Bankruptcy Judge

**UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF WISCONSIN**

In re:  
Feld Limited Partnership,

Debtor.

Case No. 16-20826  
Chapter 11

**ORDER AUTHORIZING INTERIM USE OF CASH COLLATERAL, GRANTING  
ADEQUATE PROTECTION TO ASSOCIATED BANK, AND SETTING HEARING ON  
FINAL AUTHORIZATION OF USE OF CASH COLLATERAL**

This matter came before the Court upon the Motion by the Debtor for Interim Authorization to use Cash Collateral and Granting of Adequate Protection to Associated Bank, with a Request that the Motion be Heard on an Expedited Basis (the "Motion"). The Lender, Associated Bank, was provided notice of the Motion, and the parties have agreed to certain terms and conditions in full resolution of the Motion, as evidenced by the Stipulation filed on the docket herein. Upon the arguments of counsel, and the Court being otherwise fully advised in the premises,

IT IS HEREBY ORDERED that Feld Limited Partnership, the Debtor herein, is authorized to use cash collateral of the Lender, which secures the balance due it, pursuant to § 363(c) and Rule 4001(b), on an interim basis, pending a final hearing to be held on **February 29, 2016 at 1:00pm**, and conditioned as follows:

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1. The DIP account shall be opened and maintained at Associated Bank;
2. The Debtor will remain in possession and control of the mortgaged real estate at issue in this case and will continue to collect all rents and deposit them in the DIP account;
3. Lender will retain its interest, to the extent its claim is ultimately allowed, in all assets in which it held a perfected pre-petition security interest, including cash collateral received by the Debtors post-petition;
4. The Debtor will make adequate protection payments to Lender in the form of monthly payments in the amount of \$23,190 per month. The monthly payment will be due on or before the 15th day of each month with the first payment due February 15, 2016;
5. The Debtor will escrow one-twelfth of the real estate taxes for future payment in the amount of \$22,500 per month in a segregated DIP account, commencing February 15, 2016 and in each month thereafter, to be used specifically for that purpose and no other;
6. Debtor will pay the full amount of its 2015 property taxes;
7. The Debtor will keep in full force and effect all casualty insurance on all real estate, with the Lender listed as an additional insured and/or a loss payee;
8. The Debtor will file a Plan of Reorganization and a Disclosure Statement on or before June 3, 2016 (the "Exclusive Period"), or pursuant to any extension granted by the Court, and will thereafter request a hearing on the adequacy of the Disclosure Statement and ultimately the confirmation of the Plan.;
9. If the Debtor defaults on any of the conditions of adequate protection provided herein, Lender may provide the Debtor, with a copy to Debtor's Counsel, with a written notice of the default. If the default has not been cured within 10 days after Notice of Default is actually delivered to Debtor and Counsel, Lender may file a motion for relief from the

automatic stay under 11 U.S.C. Section 362 to allow it to proceed to appropriate remedies.

10. This is an Interim Order only, and the Debtor and Lender reserve all of their respective rights pending a final hearing on the Motion.

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