

**FILED
07-30-2021
CIRCUIT COURT
DANE COUNTY, WI
2021CV001696**

DATE SIGNED: July 30, 2021

Electronically signed by Josann Reynolds
Circuit Court Judge

**STATE OF WISCONSIN, CIRCUIT COURT
DANE COUNTY**

IN RE:

GREENPOINT FINE ART FUND, LLC

Case No. 21 CV 1696

Case Code: 30304

Other Debtor Actions

Assignor.

ORDER APPROVING FINANCING AGREEMENT

Rebecca DeMarb (the "Receiver"), as Wis. Stats. Chapter 128 Receiver of the above named Assignor (the "Assignor"), having filed with this Court the Receiver's Motion for Entry of an Order Approving Financing Agreement (the "Financing Motion"), which included the Financing Agreement between the Receiver and Erick Hallick ("Lender") and Exhibit A to the Financing Motion (the "Financing Agreement"), and the Court having found cause to enter the following Order after being fully advised in the premises;

The Court hereby finds and concludes as follows:

FINDINGS OF FACT AND CONCLUSIONS OF LAW

1. The recitals and provisions in the Financing Agreement are true and correct.
2. Lender is willing to allow the Receiver to use cash collateral and to extend credit pursuant to the Financing Agreement provided that this Order is entered, and security interests in all of Assignor's assets are granted to Lender which are prior and paramount to all liens, except the interests and liens which were properly perfected at the time these proceedings were commenced.
3. Good cause exists for the entry of this Order Approving Financing Agreement as doing so will maximize the value of Assignor's assets and is in the best interest of Assignor, their creditors and the estates.
4. It is necessary to authorize approval of the Financing Agreement to avoid a diminution of the receivership estate.
5. Lender is acting in good faith by entering into the Financing Agreement.
6. This Court has jurisdiction over this case pursuant to the Wisconsin Statutes.

NOW, THEREFORE, IT IS HEREBY ORDERED:

1. That the Financing Motion be and hereby is granted.
2. That the terms and conditions of the Financing Agreement executed by and between the Receiver and Lender are hereby authorized and adopted and made the Order of this Court and incorporated herein by reference as though fully set forth in this Order.
3. All loans, advances and other financial accommodations made by Lenders during these receivership proceedings are hereby found and ordered to be costs and expenses of administration and reasonable and necessary in these proceedings, and such loans, advances and other financial accommodations shall be added to and included in the amount which Assignor owes to Lender.
4. The Receiver shall give notice to all creditors of Assignor of this Order and, unless an Objection is filed within fourteen (14) days from the date of mailing of said notice, this Order shall become a Final Order. In the event an Objection to this Order is filed, this Order shall be deemed an Interim Order, and a hearing will be conducted by this Court to determine whether this Order shall become a Final Order.

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