

Signed: September 27, 2011

**SO ORDERED**



*Paul Mannes*

PAUL MANNES  
U. S. BANKRUPTCY JUDGE

**THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF MARYLAND  
(Greenbelt Division)**

**In re:**

**CONGRESSIONAL HOTEL CORP.**

**Debtor.**

**Case No. 11-26732-PM  
Chapter 11**

**CASCO HOTEL GROUP, LLC**

**Debtor**

**Case No. 11-26880-PM  
Chapter 11**

**Jointly Administered Under  
Case No. 11-26732-PM**

**INTERIM CONSENT ORDER (I) AUTHORIZING THE USE OF LENDER'S CASH  
COLLATERAL, (II) GRANTING ADEQUATE PROTECTION PURSUANT TO 11  
U.S.C. §§ 361 AND 363 AND (III) SCHEDULING A FINAL HEARING PURSUANT TO  
BANKRUPTCY RULE 4001(b)**

UPON CONSIDERATION of the Motion (the "Motion"), dated September 19, 2011, for Authority to Use Cash Collateral and Grant Adequate Protection Thereunder filed by Congressional Hotel Corporation ("CHC") and CASCO Hotel Group, LLC ("CASCO"), Debtors

and Debtors-in-Possession (collectively, the “Debtors”), and after a preliminary hearing on the Motion pursuant to Fed.R.Bankr.P. 4001(b)(2) having been held before the Court on September 26, 2011 (the “Preliminary Hearing”) and Citizens Bank of Pennsylvania and the Debtors having consented to the entry of this Order; and this Court having found good and sufficient cause appearing therefor,

**IT IS HEREBY STIPULATED AND AGREED THAT:**

1. On August 15, 2011 (the " CHC Petition Date"), CHC filed a voluntary petition for relief under Chapter 11 of title 11 of the United States Code. Since the initiation of this bankruptcy case, CHC has remained in possession of its property and continues to manage its financial affairs as a debtor-in-possession pursuant to Sections 1107 and 1108 of the Bankruptcy Code.

2. On August 17, 2011 (the “CASCO Petition Date”), CASCO filed a voluntary petition for relief under Chapter 11 of title 11 of the United States Code. Since the initiation of this bankruptcy case, CASCO has remained in possession of its property and continues to manage its financial affairs as a debtor-in-possession pursuant to Sections 1107 and 1108 of the Bankruptcy Code. The CHC Petition Date and the CASCO Petition Date are collectively referred to herein as the “Petition Date.”

3. This Court has subject matter jurisdiction to consider this matter pursuant to 28 U.S.C. § 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

4. Notice of the Preliminary Hearings and proposed entry of this Interim Order was provided by the Debtors to (i) the twenty (20) largest creditors listed in the Debtors’ case, (ii) the U.S. Trustee, (iii) counsel to Citizens, and (iv) those parties who have requested notice in this

bankruptcy case. The requisite notice of the Motion and the interim relief requested thereby and this Interim Order was provided in accordance with Bankruptcy Rule 4001, which notice is sufficient for all purposes under the Bankruptcy Code, including, without limitation, sections 102(1) and 363 of the Bankruptcy Code, and no other or further notice need be provided for entry of this Interim Order.

5. The Debtors have requested immediate entry of this Interim Order pursuant to Bankruptcy Rule 4001(b)(2). Absent entry of this Interim Order, the Debtors' business, property and estate will be irreparably harmed.

6. The Debtors acknowledge, agree and stipulate that: (i) as of the Petition Date, the Debtors were indebted pursuant to a guaranty of a loan made by Citizens to Legacy Accommodator, LLC<sup>1</sup> pursuant to various prepetition loan documents, including without limitation, a recorded Indemnity Fee and Leasehold Deed of Trust, Assignment, Security Agreement and Fixture Filing (the "Trust"), as the same may have been amended, supplemented or otherwise modified from time to time (together, the "Prepetition Loan Documents") in the aggregate amount of no less than \$14 million (the "Prepetition Indebtedness") and (ii) as collateral for the Prepetition Indebtedness, the Debtors granted to Citizens, *inter alia*, a security interest in and lien upon, among other things, (collectively, the "Prepetition Liens") all of the Debtors' right, title and interest, created or arising, and located on or used in connection with the Premises including (i) all equipment; (ii) all inventory and other goods; (iii) all accounts; (iv) all general intangibles; (v) all fixtures; (vi) all cash and cash equivalents; and (vii) all proceeds of the foregoing and the real estate and other property of the Debtors; and (viii) an absolute and

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<sup>1</sup> Congressional Hotel Corporation is the sole member of Legacy Accommodator, LLC.

unconditional assignment of all rents to Citizens, all as may be further detailed in the Trust (together, the “Prepetition Collateral”).

7. The Debtors further acknowledge, agree and stipulate that (i) the Prepetition Liens in and to the Prepetition Collateral constitute valid, binding, enforceable, and perfected first priority liens in and to the Prepetition Collateral, and are not subject to avoidance, setoff, reduction, disallowance, disgorgement, counterclaim, surcharge or subordination pursuant to the Bankruptcy Code or applicable non-bankruptcy law, and (ii) no claim of or cause of action held by the Debtors exist against Citizens or its agents, whether arising under applicable state or federal law, or whether arising under or in connection with any of the Prepetition Loan Documents (or the transactions contemplated thereunder), the Prepetition Indebtedness or the Prepetition Liens, including, without limitation, any right to assert disgorgement or other recovery.

8. The Debtors further acknowledge that to induce Citizens to consent to the Debtors continued use of cash collateral pursuant to this Interim Order, all of the non-debtor guarantors of the Prepetition Indebtedness have agreed to reasonably cooperate with Citizens.

9. The Debtors’ accounts, cash and cash equivalents and proceeds received therefrom constitute property of one or both of the Debtor’s estate pursuant to Section 541 of the Bankruptcy Code and constitute cash collateral within the meaning of Section 363(a) of the Bankruptcy Code and may be used by the Debtors only with the consent of Citizens or upon further Order of this Court.

10. The Debtors have moved for authorization to use cash collateral and to grant adequate protection to Citizens to protect Citizens’ liens and security interests in the Debtors’

accounts, cash and cash equivalents and proceeds received therefrom, including the Prepetition Liens.

11. The immediate use of cash collateral by the Debtors is necessary to avoid immediate and irreparable harm to the Debtors' bankruptcy estate.

12. The Preliminary Hearing having been held by this Court and upon the record made by the Debtors, Citizens, and the United States Trustee at the Preliminary Hearing, and after due deliberation and consideration and sufficient cause appearing therefore,

**NOW THEREFORE**, in consideration of the foregoing, it is, by the United States Bankruptcy Court for the District of Maryland, hereby:

**ORDERED**, That the Motion is GRANTED as modified herein, and subject to and conditioned upon the terms of this Interim ORDER. Any objections that have not previously been withdrawn are hereby overruled. This Interim ORDER shall immediately become effective upon its entry; and it is further

**ORDERED**, That all of the Debtors' accounts, cash and cash equivalents, including, without limitation, all cash, revenues and other amounts on deposit or maintained by the Debtors in any account or accounts and any cash proceeds of the disposition of any Prepetition Collateral existing as of the Petition Date, constitute proceeds of the Prepetition Collateral and, therefore, are cash collateral of Citizens within the meaning of section 363(a) of the Bankruptcy Code, provided however that nothing herein shall preclude Mervis Diamond Corporation from asserting rights, if any, in certain funds belonging to CHC levied upon pre-petition (the Debtors and Citizens contend that (i) Mervis Diamond Corporation holds no rights or interests in any of the Pre-Petition Collateral, including, but not limited to, those certain accounts levied upon by Mervis Diamond Corporation pre-petition or (ii) any rights or interests held by Mervis are

voidable under the Bankruptcy Code and junior in priority to Citizens' rights and interests); and it is further

**ORDERED**, That the Debtors are hereby authorized to use the Prepetition Collateral, including the cash collateral during the period from August 15, 2011 through and including November 15, 2011 (the "Expiration Date") for ordinary course purposes in accordance with the terms and conditions of this Interim Order and the Debtors' budgets (to be provided to and approved by Citizens and filed with the Court) (collectively, the "Budget") or a five (5%) percent line-item variance thereof which shall not carry over to the next Budget period; provided, however, that (a) Citizens is granted adequate protection as hereinafter set forth and (b) except on the terms of this Interim Order, the Debtors shall be enjoined and prohibited from at any time using the Prepetition Collateral, including the cash collateral; and it is further

**ORDERED**, That Citizens is entitled, pursuant to sections 361 and 363(c)(2) of the Bankruptcy Code, to adequate protection, which is hereby granted retroactive to the Petition Date, of its interests in the Prepetition Collateral, including the cash collateral in an amount equal to the aggregate diminution in value, if any, of such interests from and after the petition date (a "Diminution in Lien Value"), including, without limitation, any such diminution resulting from the sale, lease or use by the Debtors (or other decline in value) of cash collateral and any other Prepetition Collateral. The Debtors obligations in this paragraph are hereinafter referred to as the "Adequate Protection Obligations". Citizens is hereby granted a valid, enforceable, perfected replacement security interest in and lien on all of the Prepetition Collateral (the "Adequate Protection Liens"), to the extent of any Diminution in Lien Value, retroactive to the petition date; and it is further

**ORDERED**, That Citizens shall have an allowed superpriority claim as provided in section 507(b) of the Bankruptcy Code (the “507(b) Claim”), against the Debtors and all property of its estate, in an amount equal to the Diminution in Lien Value, if any, with priority in payment over any and all administrative expenses of the kinds specified or ordered pursuant to any provision of the Bankruptcy Code, including without limitation, sections 326, 328, 330, 331, 503(b), 506(c), 507(a), 507(b), 726, 1113 and 1114 of the Bankruptcy Code, whether or not such expenses or claims arise in this case or in any subsequent case or proceedings under the Bankruptcy Code that may result therefrom, including, without limitation, a proceeding under chapter 7 of the Bankruptcy Code, or become secured by a judgment lien or other lien, levy or attachment, which 507(b) Claim shall be payable from and have recourse to all prepetition and postpetition property of the Debtors and all proceeds thereof and shall at all times be senior to the rights of the Debtors, and any successor trustee or any creditor in the case or any subsequent proceedings under the Bankruptcy Code; and it is further

**ORDERED**, That the liens and security interests granted hereby, including the Adequate Protection Liens, shall become and are duly perfected without the necessity for the execution, filing or recording of financing statements, security agreements and other documents which might otherwise be required pursuant to applicable non-bankruptcy law for the creation or perfection of such liens and security interests. Notwithstanding the foregoing, Citizens may, in its sole discretion, file such financing statements, security agreements, mortgages, deeds of trust, notices of lien, or similar instruments or otherwise confirm perfection of such liens, security interests, and mortgages consistent with this Order without seeking modification of the automatic stay under section 362 of the Bankruptcy Code, and all such documents shall be deemed to have been filed or recorded at the time of and on the Petition Date; and it is further

**ORDERED**, that, pursuant to Section 11.1 of the Agreement of Sale<sup>2</sup> (as defined in the Motion for Order Authorizing Sale of Substantially all of Debtors' Assets Free and Clear of Liens, Claims, Encumbrances and Other Interests filed by the Debtors on August 24, 2011 (the "Motion to Approve Sale")), if the Purchaser fails to consummate the transaction due to default by the Purchaser beyond the expiration of the applicable notice and cure period, the Deposit (as that term is defined in the Motion to Approve Sale) shall be transferred from the Escrow Agent to the Debtors and the Debtors shall retain the Deposit for the benefit of Citizens and shall not use the Deposit without Citizens' prior written consent or further Order of the Court, after notice and a hearing; *provided, however*, for the avoidance of doubt, the liens and claims of Citizens shall only attach to the Deposit once the Debtors have a right to receive such funds pursuant to the terms of and upon the occurrence of the conditions specified in Section 11.1 of the Agreement of Sale; and it is further

**ORDERED**, That Citizens shall receive from the Debtors adequate protection payments in an amount equal to the monthly debt service under the Prepetition Loan Documents (*to wit*, \$24,201) on or before the first day of each calendar month (hereinafter collectively the "Adequate Protection Payments"); and it is further

**ORDERED**, That, upon (i) any failure by Debtors to timely make any Adequate Protection Payment or (ii) the passage of five (5) business days after Citizens has provided to Debtors counsel and the Office of the United States Trustee written notice by facsimile or electronic service or mail that the Debtors have breached or violated any other provision of this Interim Order (such failure to make payment, breach or violation hereinafter referred to

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<sup>2</sup> The Debtors and 1775 Rockville Pike, LLC (the "Purchaser") have entered into an Agreement of Sale whereby the Purchaser has offered and the Debtors have agreed to sell the Property to the Purchaser for the sum of Eighteen Million Dollars (\$18,000,000.00), subject to Bankruptcy Court approval.



collectively as an “Event of Default”), then Debtors authorization to use cash collateral shall thereupon immediately terminate without any further order of this Court and the Debtors shall immediately cease using cash collateral; and it is further

**ORDERED**, That, without limiting the rights of access and information afforded Citizens under its Prepetition Loan Documents, the Debtors shall permit representatives, agents, and/or employees of Citizens to have reasonable access to its premises, property and records during normal business hours (without unreasonable interference with the proper operation of the Debtor’s business) and shall cooperate, consult with, and provide to such representatives, agents, and/or employees all such information as they may reasonably request; and it is further

**ORDERED**, That effective as of the Petition Date, Citizens shall be, and shall be deemed to be, without any further action or notice, named as an additional insured and loss payee on each insurance policy maintained by the Debtors which in any way relates to the Prepetition Collateral. The Debtors are authorized and directed to take any actions necessary to have Citizens added as an additional insured and loss payee on each insurance policy; and it is further

**ORDERED**, That the stipulations, acknowledgments and admissions contained in this Interim Order shall be binding upon the Debtors and any successor thereto; and it is further

**ORDERED**, That the Debtors shall use the proceeds of the Prepetition Collateral (including the cash collateral) solely as provided in this Interim Order and the Budgets. Citizens shall have no duty to any other party in interest or the Court to monitor or ensure the Debtors compliance with the Budgets and shall not be obligated to pay (directly or indirectly from any of its collateral or otherwise) any unpaid expenses that may have been within contemplation of the Budgets when incurred. Notwithstanding anything herein or in any other order of this Court to the contrary, no Prepetition Collateral (including the cash collateral) may be used without

Citizens' prior written consent to (a) object, contest or raise any defense to, the validity, perfection, priority, extent or enforceability of any amount due under the Prepetition Loan Documents, or the liens or claims granted under this Interim Order or the Prepetition Loan Documents, (b) assert any causes of action against Citizens or its agents, affiliates, subsidiaries, directors, officers, representatives, attorneys or advisors, (c) prevent, hinder or otherwise delay Citizens' enforcement or realization on the Prepetition Collateral in accordance with the Prepetition Loan Documents or this Interim Order (except to contest an alleged violation of this Interim Order), (d) seek to modify any of the rights granted to Citizens hereunder or under the Prepetition Loan Documents, or (e) pay any amount on account of any claims arising prior to the Petition Date unless such payments are approved in writing by Citizens and approved by an Order of this Court; and it is further

**ORDERED**, That the Debtors shall furnish to Citizens, on Tuesday of each week, a written report of its operations for the preceding week, which shall include all receipts, collections, disbursements, payments, cash balances and the like, in form and substance reasonably satisfactory to Citizens, as well as such other periodic financial information that Citizens may reasonably request of the Debtors (in addition to, and not in replacement of, those reporting obligations that the Debtors may have under the Prepetition Loan Documents); and it is further

**ORDERED**, That, upon motion with notice to creditors and parties-in-interest or as provided in Debtors' liquidating plan of reorganization and to the extent allowable under the Code, the Debtors shall pay to Citizens any bank fees, attorneys' fees, appraisal fees, credit check fees, asset search fees and other expenses payable under the Prepetition Loan Documents; and it is further

**ORDERED**, That, notwithstanding any other provision hereof, the grants of adequate protection pursuant hereto are without prejudice to the rights of Citizens to seek modification thereof so as to provide different or additional adequate protection and to seek relief from the automatic stay, and without prejudice to the right of the Debtors to contest any such requested relief or modification. Except as expressly provided herein, nothing contained in this Order (including, without limitation, the authorization to use cash collateral) shall impair, waive or modify any rights, claims or defenses available in law or equity to the Debtors or Citizens (including any right of Citizens to contend that the rents, issues, profits, or other payments arising from the use or occupancy of the Prepetition Collateral constitute property owned by Citizens and not property of the Debtors estate); and it is further

**ORDERED**, That, unless all Prepetition Indebtedness shall have been indefeasibly paid in full in cash, the Debtors shall not seek, and it shall constitute a default and an Event of Default and a termination of the right to use cash collateral if the Debtors seeks, or if there is entered, (i) any modification of this Interim Order (other than a completely technical, immaterial modification) without the prior written consent of Citizens, and no such consent shall be implied by any other action, inaction or acquiescence by Citizens, or (ii) an order converting or dismissing the Debtors case; and it is further

**ORDERED**, That the provisions of this Interim Order shall be binding upon and inure to the benefit of Citizens, the Debtors, and their respective successors and permitted assigns. Such binding effect is an integral part of this Interim Order; and it is further

**ORDERED**, That the provisions of this Interim Order and any actions taken pursuant hereto shall survive the entry of any order (i) confirming any plan of reorganization in the Chapter 11 case; (ii) converting the case to a Chapter 7 case; or (iii) dismissing the case, and the

terms and provisions of this Interim Order as well as the Adequate Protection Liens granted pursuant to this Order shall continue in full force and effect notwithstanding the entry of any such order, and such claims and liens shall maintain their priority as provided by this Interim Order and to the maximum extent permitted by law; and it is further

**ORDERED**, That this Interim Order constitutes findings of fact and conclusions of law and shall take effect and be fully enforceable immediately upon the entry thereof; and it is further

**ORDERED**, That nothing in this Interim Order, including, without limitation, any of the provisions herein with respect to adequate protection, shall constitute, or be deemed to constitute, a finding that the interests of Citizens are or will be adequately protected with respect to any non-consensual use of the Prepetition Collateral (including cash collateral); and it is further

**ORDERED**, That Citizens' consent to the Debtors use of cash collateral pursuant to this Interim Order shall terminate at the close of business on the Expiration Date; the Debtors authorization to use cash collateral shall terminate on the Expiration Date (unless it has terminated prior thereto by order of the Court) unless (i) Citizens has consented in writing to the continued use of cash collateral after the Expiration Date or (ii) the Court shall have authorized the Debtors to continue to use cash collateral without Citizens' consent after the Expiration Date in accordance with the Bankruptcy Code and the applicable Bankruptcy Rules; and it is further

**ORDERED**, That Citizens shall be deemed to object to any use of cash collateral after the Expiration Date without its express written consent and shall not be required to file an objection to such continue use of cash collateral; and it is further

**ORDERED**, That nothing in this Interim Order shall impair, limit, or restrict Citizens' rights on any matter or issue that may arise or be raised by the Debtor or any other party-in-interest in this Case on a subject other than the use of cash collateral.

**ORDERED**, That a final hearing to consider the relief requested in the Motion is scheduled for **October 24, 2011 at 3:00 p.m.** prevailing Eastern Time, before this Court. The Debtors shall promptly mail copies of this Interim Order (which shall constitute adequate notice of the final hearing) to those parties having been given notice of the Preliminary Hearings on the Motion, any other person required by applicable rules of bankruptcy procedure to receive such notice, to any other party that has filed a request for notices with this Court. Any party-in-interest (other than Citizens) objecting to the relief sought at the final hearing shall serve and file written objections; which objections shall be served upon: (a) McNamee, Hosea, Jernigan, Kim Greenan & Lynch, P.A., 6411 Ivy Lane, Suite 200, Rockville, MD 20770, Attn: James M. Greenan, Esq., Attorneys for the Debtor; (b) Pepper Hamilton LLP, 3000 Two Logan Square, 18<sup>th</sup> and Arch Streets, Philadelphia, PA 19103, Attn: Michael H. Reed, Esq., Attorneys for Citizens, and (c) the Office of the United States Trustee, 6305 Ivy Lane, Suite 600, Greenbelt, MD 20770, and shall be filed with the Clerk of the United States Bankruptcy Court, in each case to allow actual receipt by the foregoing no later than **October 10, 2011**.

**AGREED AND CONSENTED:**

/s/ James M. Greenan  
James M. Greenan, Esquire  
McNamee Hosea, et al.  
6411 Ivy Lane  
Suite 200  
Greenbelt, MD 20770

/s/ Lawrence P. Block  
Lawrence P. Block  
Stinson Morrison Hecker LLP  
1150 18<sup>th</sup> Street, NW  
Suite 800  
Washington, DC 20036-3845

/s/ K. Stewart Evans, Jr.  
Pepper Hamilton, LLP  
600 14<sup>th</sup> Street, N.W.  
Suite 500  
Washington, D.C. 20005-2004

/s/ Michael H. Reed (Admitted Pro Hac Vice)  
Pepper Hamilton, LLP  
3000 Two Logan Square  
Eighteenth and Arch Streets  
Washington, D.C. 20005-2004

I HEREBY CERTIFY that the terms of the copy of the consent order submitted to the Court are identical to those set forth in the original consent order; and the signatures represented by /s/ \_\_\_\_\_ on this copy reference the signatures of consenting parties on the original consent order.

/s/ James M. Greenan  
James M. Greenan

cc:

Office of the United States Trustee  
6305 Ivy Lane, Suite 600  
Greenbelt, MD 20770

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Washington, D.C. 20036

Leander D. Barnhill, Esquire  
Office of the United States Trustee  
6305 Ivy Lane  
Suite 600  
Greenbelt, MD 20770

**END OF ORDER**

**The Legacy Rockville  
Statement of Income  
Rolling 12 Month BudCast**

	<b>Actual</b>	<b>BudCast</b>	<b>BudCast</b>	<b>BudCast</b>	
	<b>Aug 2011</b>	<b>Sep 2011</b>	<b>Oct 2011</b>	<b>Nov 2011</b>	<b>Total</b>
Rooms Available	5,022	4,860	5,022	4,860	19,764
Rooms Sold	2,398	2,487	2,739	2,352	9,976
ADR	103.59	144.87	145.49	131.96	132.07
Occupancy%	47.7%	51.2%	54.5%	48.4%	50.5%
RevPAR	49.46	74.14	79.35	63.86	66.66
Total RevPAR	80.60	117.42	126.09	106.29	107.53
Room Revenue	248,399	360,297	398,501	310,370	1,317,566
Food Revenue	126,129	180,996	199,414	172,533	679,072
Beverage Revenue	12,992	12,840	18,562	17,218	61,612
Telephone Revenue	(172)	135	148	127	238
Misc Dept Revenue	17,445	16,414	16,574	16,319	66,752
<b>Total Revenue</b>	<b>404,792</b>	<b>570,682</b>	<b>633,199</b>	<b>516,567</b>	<b>2,125,240</b>
Room Expense	80,355	84,419	90,343	85,478	340,595
Food Expense	95,499	112,852	125,410	116,214	449,976
Beverage Expense	8,073	8,462	8,360	8,209	33,103
Telephone Expense	2,238	2,212	2,212	2,212	8,874
Laundry Dept Expense	0	0	0	0	0
Misc Dept Expense	619	880	790	838	3,127
PTEB Dept Expense	(0)	0	(0)	(0)	(0)
<b>Departmental Expense</b>	<b>186,784</b>	<b>208,825</b>	<b>227,114</b>	<b>212,951</b>	<b>835,674</b>
Administrative and General	52,862	64,692	72,713	64,807	255,074
Sales and Marketing	29,305	39,968	38,704	39,376	147,353
Energy	37,800	30,801	34,648	31,634	134,883
Repairs and Maintenance	36,309	24,075	27,111	25,383	112,878
Franchise Fees	3,508	3,508	3,508	3,508	14,032
<b>Undistributed Expense</b>	<b>159,784</b>	<b>163,044</b>	<b>176,684</b>	<b>164,710</b>	<b>664,222</b>
<b>Gross Operating Profit</b>	<b>58,224</b>	<b>198,813</b>	<b>229,400</b>	<b>138,906</b>	<b>625,344</b>
Management Fees	15,199	16,293	18,012	14,805	64,310
<b>Income before Fixed Expense</b>	<b>43,025</b>	<b>182,520</b>	<b>211,388</b>	<b>124,101</b>	<b>561,034</b>
Insurance	5,730	5,730	5,730	5,730	22,920
Taxes	13,400	13,404	13,404	13,404	53,612
Leases	2,118	98,925	52,123	51,677	204,844
Other	135,937	0	6,500	0	142,437
<b>Total Fixed Charges</b>	<b>157,185</b>	<b>118,059</b>	<b>77,757</b>	<b>70,811</b>	<b>423,813</b>
<b>EBITDA</b>	<b>(114,160)</b>	<b>64,461</b>	<b>133,631</b>	<b>53,290</b>	<b>137,222</b>
Interest Expense Net	(24,201)	48,402	24,201	24,201	72,603
		150,000	150,000		300,000
<b>Other Expense</b>	<b>(24,201)</b>	<b>198,402</b>	<b>174,201</b>	<b>24,201</b>	<b>372,603</b>
<b>Net Income</b>	<b>(89,959)</b>	<b>(133,941)</b>	<b>(40,570)</b>	<b>29,089</b>	<b>(235,382)</b>