

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION**

In re:)	
)	Chapter 11
)	
HOPE SPRINGS PARTNERS, LLC,)	Case No. 10-17467-BHL-11
)	
Debtor.)	
)	

**NOTICE OF SUBMISSION OF AMENDED BUDGET RELATED TO AMENDED
AGREED ENTRY REGARDING FINAL USE OF CASH COLLATERAL**

The above-captioned debtor and debtors in possession (the “Debtor”) hereby files this notice (the “Notice”) of amended budget attached hereto as **Exhibit A** (the “Amended Budget”) in connection with the *Amended Agreed Entry Regarding Final Use of Cash Collateral* [Docket No. 84] (the “Agreed Entry”) as approved by the *Order Approving Agreed Entry Regarding Use of Cash Collateral* [Docket No. 85]. Pursuant to paragraph C of the Agreed Entry, “the Debtor and U.S. Bank may agree to amend the Budget . . . from time to time, without further order of the Court.” Accordingly, the Debtor hereby files this Notice reflecting the agreement of the Debtor and U.S. Bank to the Amended Budget. Pursuant to the paragraph 19 of the Agreed Entry, nothing “shall prevent the Debtor from seeking an order of this Court, after notice to U.S. Bank and opportunity for hearing, authorizing non-consensual use of the U.S. Bank Cash Collateral or authorizing the Debtor to surcharge the U.S. Bank Cash Collateral pursuant to section 506(c) of the Bankruptcy Code; provided, however, that any request to surcharge the U.S. Bank Cash Collateral pursuant to section 506(c) of the Bankruptcy Code must be made pursuant to paragraph U of [the Agreed Entry]; further provided, however, that notwithstanding any provision in the Agreed Interim Entry or [the Agreed Entry] to the contrary, any and all rights of

U.S. Bank are expressly reserved to oppose any request of the Debtor (or any party) for non-consensual use of the U.S. Bank Cash Collateral and/or request of the Debtor (or any other party) to surcharge the U.S. Bank Cash Collateral pursuant to section 506(c) of the Bankruptcy Code.”

Submitted by:

KIRKLAND & ELLIS LLP

/s/ Ross M. Kwasteniet

Reed S. Oslan, P.C.

James A. Stempel (admitted *pro hac vice*)

Steven C. Hackney (admitted *pro hac vice*)

Ross M. Kwasteniet (admitted *pro hac vice*)

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Counsel for Hope Springs Partners, LLC

EXHIBIT A

(Amended Budget)

Expense:	February 2011	March 2011	April 2011	Due To:	Date Due:
Waste Removal	930.00	930.00	930.00	Waste Management	10th
^ Waste Removal	1,075.19	-	-	Waste Management	10th
# Waste Removal	1,079.39	-	-	Waste Management	10th
Window Washing	-	-	800.00	Major Clean Inc.	23rd
Contract Cleaning	-	-	200.00	Buchanan Building Services - Contingency	20th
Cleaning Exterior - Budget cost/timing revision	1,335.00	-	-	Major Clean Inc.	23rd
Electric	650.00	650.00	650.00	Duke Energy	15th
## Electric	-	178.45	-	Duke Energy	-
^ Electric	1,201.24	-	-	Duke Energy	15th
^ Water	1,317.29	-	-	Lincoln County Public Works	15th
# # Water - Useage increased cost & sprinkler	-	1,258.07	-	Lincoln County Public Works	-
Water - Useage increased cost & sprinkler	1,000.00	1,000.00	1,000.00	Lincoln County Public Works	15th
^ Sewer	1,317.29	-	-	Lincoln County Public Works	15th
# # Sewer - Useage increased cost	-	1,238.07	-	Lincoln County Public Works	-
Sewer - Useage increased cost	1,000.00	1,000.00	1,000.00	Lincoln County Public Works	15th
Landscape - mowing	517.00	517.00	517.00	The Williamsburg Group	15th
^ Landscaping - Grounds	1,942.00	-	-	The Williamsburg Group	14th
Landscaping - Grounds	-	250.00	-	The Williamsburg Group	14th
Landscape - Other	-	-	1,650.00	The Williamsburg Group	14th
# # Snow Removal	-	4,898.00	-	The Williamsburg Group	-
Snow Removal	1,000.00	400.00	-	The Williamsburg Group	14th
# Sweeping	360.00	-	-	Major Clean Inc.	20th
Sweeping	360.00	360.00	360.00	Major Clean Inc.	20th
^ R&M - Labor	845.42	-	-	CBRE	bi-weekly
R&M - Labor	773.00	773.00	773.00	CBRE	bi-weekly
R&M - Labor	232.00	-	-	Pat Duesbury & Tyniqua McLain (Mileage Reimbursement)	20th
+ R&M - Locks & Keys	95.00	-	-	Loc Doc	15th
R&M - Electric	-	200.00	-	Beam Electric - Contingency	20th
R&M - Structure & Roof	-	500.00	-	Tecta - America - Contingency	20th
# # R&M - Parking Garage	-	28.74	-	RAM Pavement - Contingency	-
R&M - Parking Garage	-	-	600.00	RAM Pavement - Contingency	20th
R&M - Other Building Maintenance - Rec	35.00	35.00	35.00	Angus	30th
+ R&M - Other Building Maintenance - Rec	400.00	-	-	Performance Fire Protection	14th
# # Fire Alarm Repair	-	564.11	-	CRS Bldg Automation	-
R&M - Other Building Maintenance - Non Rec	-	120.00	-	Buchanan Building Services - Contingency	15th
R&M - Pest Control	-	159.00	-	Terminix	20th
R&M - Miscellaneous	-	100.00	-	Kardin Maintenance Fee	15th
+ R&M - Miscellaneous - Non Rec	167.07	-	-	Pat Duesbury & Tyniqua McLain for items purchased for property.	-
R&M - Exterior Paint	-	-	200.00	Mecklenburg Paint - Contingency	20th
R&M - Doors & Entrances	-	150.00	-	Sun Glass & Door	20th
R&M Fire & Safety	150.00	150.00	150.00	A T & T Atlanta	30th
++ R&M Fire & Safety	850.00	-	-	Performance Fire Protection	14th
Management Fees	2,500.00	2,500.00	2,500.00	CBRE	10th
^ Management Fees	918.00	-	-	CBRE	10th
^ Management Fees	642.00	-	-	Lauth Property Group	10th
# Management Fees	918.00	-	-	CBRE	10th
# Management Fees	642.00	-	-	Lauth Property Group	10th
CBRE Consulting - Jan, Feb & March	595.00	500.00	400.00	CBRE	10th
Office Expense	155.00	155.00	155.00	CBRE	30th
# # 2011 Representation	-	139.00	-	CT Corporation	-
+ Holiday Decorations	1,986.53	-	-	Sedgefield Interior Landscape	28th
Salaries & Wages - recoverable	928.00	928.00	928.00	CBRE	bi-weekly
^ Salaries & Wages - recoverable	832.00	-	-	CBRE	bi-weekly
Salaries & Wages - nonrecoverable	210.00	210.00	210.00	CBRE	bi-weekly
Administrative Fees	36.00	-	-	CBRE	bi-weekly
Administrative Fees	36.00	-	-	CBRE	bi-weekly
Administrative Fees	27.00	27.00	27.00	CBRE	bi-weekly
# # FedEx Shipping	-	50.21	-	Federal Express	-
Insurance	-	-	1,666.00	Lauth Property Group (for payment to Lockton)	Quarterly
US Trustee Fees	325.00	-	1,625.00	US Trustee (February budget is for 4th qtr that must be paid by 1/31/11) Paid 1/24/11	Quarterly
Professional Fees*	-	6,846.60	-	LIP Investment (Reimbursement for K&E) - bankruptcy legal - November 2010	March
Professional Fees*	-	14,332.40	-	LIP Investment (Reimbursement for K&E) - bankruptcy legal - December 2010	March
Professional Fees*	-	15,276.05	-	Kirkland & Ellis - bankruptcy legal - January 2011	March
Lease Commission - Mexican Restaurant**	-	12,321.00	-	Lauth Property Group (for payment to Providence Group)	March 15
Interest	9,546.00	9,546.00	9,546.00	US Bank	1st
	38,928.42	78,290.70	25,922.00		

*The payment of any of the professional fees and/or expenses of Kirkland & Ellis is subject to and contingent upon U.S. Bank providing prior written approval with respect to the payment of any such amounts. Inclusion of any amounts for professional fees and/or expenses of Kirkland & Ellis herein shall not constitute the prior written approval of U.S. Bank with respect to the payment of any such amounts. Further, the payment of any of the professional fees and/or expenses of Kirkland & Ellis contained herein is subject to and contingent upon funds being available from the Debtor's cash flow for the payment of such amounts.

**Any payment of the lease commission with respect to the Mexican Restaurant shall be made solely from that amount of rents previously received by the Debtor in March 2011 from the applicable tenant. Any remaining balance of the lease commission with respect to the Mexican Restaurant shall be paid around April 15, 2011, but only from rents previously received from the applicable tenant in April 2011. The payment of the lease commission with respect to the Mexican Restaurant is expressly subject to the prior payment of rents by the applicable tenant to the Debtor and any amounts of the lease commission being paid only from those rents actually received by the Debtor from the applicable tenant (not to exceed the total amount of the lease commission set forth herein).

NOTES:

+ = December budget items revised for timing.
 ++ = January budget items revised for timing.
 ^ = Included in December budget, but unpaid.
 # = Included in January budget, but unpaid.
 ## = Incurred in December 2010 - February 2011 but not included in prior budget(s).