UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:	)	Chapter 11
INNKEEPERS USA TRUST, *et al.*,[1]	)	Case No. 10-13800 (SCC)
Debtors.	)	Jointly Administered

INTERIM ORDER (A) AUTHORIZING THE DEBTORS TO (i) USE THE ADEQUATE PROTECTION PARTIES' CASH COLLATERAL AND (ii) PROVIDE ADEQUATE PROTECTION TO THE ADEQUATE PROTECTION PARTIES PURSUANT TO 11 U.S.C. §§ 361, 362, AND 363, AND (B) SCHEDULING A FINAL HEARING PURSUANT TO BANKRUPTCY RULE 4001(b)

Upon the motion (the "**Motion**")[2] of the above-captioned debtors (collectively, the "**Debtors**") for the entry of an order (the "**Order**") (a) authorizing the Debtors to (i) use the Cash Collateral (as defined below) of the Adequate Protection Parties (as defined below) pursuant to

[1] The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor's federal tax identification number, are: GP AC Sublessee LLC (5992); Grand Prix Addison (RI) LLC (3740); Grand Prix Addison (SS) LLC (3656); Grand Prix Albany LLC (3654); Grand Prix Altamonte LLC (3653); Grand Prix Anaheim Orange Lessee LLC (5925); Grand Prix Arlington LLC (3651); Grand Prix Atlanta (Peachtree Corners) LLC (3650); Grand Prix Atlanta LLC (3649); Grand Prix Atlantic City LLC (3648); Grand Prix Bellevue LLC (3645); Grand Prix Belmont LLC (3643); Grand Prix Binghamton LLC (3642); Grand Prix Bothell LLC (3641); Grand Prix Bulfinch LLC (3639); Grand Prix Campbell / San Jose LLC (3638); Grand Prix Cherry Hill LLC (3634); Grand Prix Chicago LLC (3633); Grand Prix Columbia LLC (3631); Grand Prix Denver LLC (3630); Grand Prix East Lansing LLC (3741); Grand Prix El Segundo LLC (3707); Grand Prix Englewood / Denver South LLC (3701); Grand Prix Fixed Lessee LLC (9979); Grand Prix Floating Lessee LLC (4290); Grand Prix Fremont LLC (3703); Grand Prix Ft. Lauderdale LLC (3705); Grand Prix Ft. Wayne LLC (3704); Grand Prix Gaithersburg LLC (3709); Grand Prix General Lessee LLC (9182); Grand Prix Germantown LLC (3711); Grand Prix Grand Rapids LLC (3713); Grand Prix Harrisburg LLC (3716); Grand Prix Holdings LLC (9317); Grand Prix Horsham LLC (3728); Grand Prix IHM, Inc. (7254); Grand Prix Indianapolis LLC (3719); Grand Prix Islandia LLC (3720); Grand Prix Las Colinas LLC (3722); Grand Prix Lexington LLC (3725); Grand Prix Livonia LLC (3730); Grand Prix Lombard LLC (3696); Grand Prix Louisville (RI) LLC (3700); Grand Prix Lynnwood LLC (3702); Grand Prix Mezz Borrower Fixed, LLC (0252); Grand Prix Mezz Borrower Floating, LLC (5924); Grand Prix Mezz Borrower Floating 2, LLC (9972); Grand Prix Mezz Borrower Term LLC (4285); Grand Prix Montvale LLC (3706); Grand Prix Morristown LLC (3738); Grand Prix Mountain View LLC (3737); Grand Prix Mt. Laurel LLC (3735); Grand Prix Naples LLC (3734); Grand Prix Ontario Lessee LLC (9976); Grand Prix Ontario LLC (3733); Grand Prix Portland LLC (3732); Grand Prix Richmond (Northwest) LLC (3731); Grand Prix Richmond LLC (3729); Grand Prix RIGG Lessee LLC (4960); Grand Prix RIMV Lessee LLC (4287); Grand Prix Rockville LLC (2496); Grand Prix Saddle River LLC (3726); Grand Prix San Jose LLC (3724); Grand Prix San Mateo LLC (3723); Grand Prix Schaumburg LLC (3721); Grand Prix Shelton LLC (3718); Grand Prix Sili I LLC (3714); Grand Prix Sili II LLC (3712); Grand Prix Term Lessee LLC (9180); Grand Prix Troy (Central) LLC (9061); Grand Prix Troy (SE) LLC (9062); Grand Prix Tukwila LLC (9063); Grand Prix West Palm Beach LLC (9065); Grand Prix Westchester LLC (3694); Grand Prix Willow Grove LLC (3697); Grand Prix Windsor LLC (3698); Grand Prix Woburn LLC (3699); Innkeepers Financial Corporation (0715); Innkeepers USA Limited Partnership (3956); Innkeepers USA Trust (3554); KPA HI Ontario LLC (6939); KPA HS Anaheim, LLC (0302); KPA Leaseco Holding Inc. (2887); KPA Leaseco, Inc. (7426); KPA RIGG, LLC (6706); KPA RIMV, LLC (6804); KPA San Antonio, LLC (1251); KPA Tysons Corner RI, LLC (1327); KPA Washington DC, LLC (1164); KPA/GP Ft. Walton LLC (3743); KPA/GP Louisville (HI) LLC (3744); KPA/GP Valencia LLC (9816). The location of the Debtors' corporate headquarters and the service address for their affiliates is: c/o Innkeepers USA, 340 Royal Poinciana Way, Suite 306, Palm Beach, Florida 33480.

[2] Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Motion.

sections 361 and 363 of Title 11, United States Code, 11 U.S.C. §§ 101 et seq. (as amended, the "**Bankruptcy Code**") and (ii) provide adequate protection to the Adequate Protection Parties with respect to diminution in the value of the Adequate Protection Parties' interests in the Prepetition Collateral (as defined below), whether from the use of the Cash Collateral, the use, sale, lease, or other diminution in value of the Prepetition Collateral other than the Cash Collateral, or the imposition of the automatic stay pursuant to section 362(a) of the Bankruptcy Code, pursuant to sections 361, 362, 363, 503(b), and 507 of the Bankruptcy Code; and (b) requesting that a final hearing (the "**Final Hearing**") be scheduled, and that notice procedures in respect of the Final Hearing be established by the Court, to consider entry of a final order (the "**Final Order**") authorizing on a final basis the Debtors' continued use of the Cash Collateral; and upon the Declaration of Dennis Craven, Chief Financial Officer of Innkeepers USA Trust, in Support of First Day Motions and Applications, it appearing that the relief requested is in the best interests of the Debtors' estates, their creditors and other parties in interest; the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334; consideration of the Motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); venue being proper before the Court pursuant to 28 U.S.C. §§ 1408 and 1409; notice of the Motion having been adequate and appropriate under the circumstances; and all objections, if any, to the entry of this Order having been withdrawn, resolved or overruled by the Court; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY FOUND THAT:

A. Commencement. On the date the Motion was filed (the "**Petition Date**"), each of the Debtors filed a petition with the Court under chapter 11 of the Bankruptcy Code (collectively, the "**Chapter 11 Cases**"). The Debtors are operating their businesses and

managing their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No request for the appointment of a trustee or examiner has been made in the Chapter 11 Cases, and no committees have been appointed or designated. Concurrently with the filing of this Motion, the Debtors have requested procedural consolidation and joint administration of the Chapter 11 Cases.

B. Jurisdiction; Core Proceeding. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2). Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

C. Prepetition Capital Structure. Without prejudice to the rights of non-debtor parties in interest as set forth in paragraph 12 below (and subject thereto):

(1) Fixed Rate Loan. (i) The Debtors listed on Schedule 1 hereto (collectively, the "**Fixed Rate Debtors**") acknowledge and agree that they are party to that certain Loan Agreement, dated as of June 29, 2007 (as amended, restated, replaced, supplemented or otherwise modified from time to time, and together with such supporting and ancillary documents thereto, the "**Fixed Rate Mortgage Loan Agreement**"), among the Fixed Rate Debtors, as borrowers thereunder, Grand Prix Fixed Lessee LLC, as operating lessee, Grand Prix Holdings, LLC, as guarantor, and Lehman ALI, Inc., as the original lender thereunder (the "**Fixed Rate Lender**"). The Fixed Rate Mortgage Loan Agreement provides for loans to the Fixed Rate Debtors in the aggregate principal amount of $825,402,542 (the "**Fixed Rate Mortgage Loan Obligations**"). The Fixed Rate Mortgage Loan Agreement is evidenced by a certain Replacement Promissory Note A-1 ("**Fixed Rate Note A-1**") and a certain Replacement Promissory Note A-2 ("**Fixed Rate Note A-2**"), each in the principal amount of $412,701,271 and each dated as of August 9, 2007.

(ii) The Fixed Rate Mortgage Loan Agreement, together with Fixed Rate Note A-1 and Fixed Rate Note A-2 and all documents executed and delivered in connection therewith have been sold, assigned and transferred into the commercial mortgage-backed security ("**CMBS**") market. The Fixed Rate Mortgage Loan Obligations related to the Fixed Rate Note A-1 and all documents executed and delivered in connection therewith are part of a mortgage loan pool knows as LB-UBS Commercial Mortgage Trust 2007-C6, for which LaSalle Bank, National Association ("**LaSalle**") is trustee, and Midland Loan Services, Inc. ("**Midland**") serves as special servicer (the "**Fixed Rate Representative**"). The other half of the Fixed Rate Mortgage Loan Obligations related to the Fixed Rate Note A-2 and all documents executed and delivered in connection therewith are part of a mortgage loan pool known as LB-UBS Commercial Mortgage Trust 2007-C7, for which LaSalle is trustee. The Fixed Rate Representative is also the special servicer for the Fixed Rate A-2 Note.

(iii) The Fixed Rate Debtors acknowledge and agree that, pursuant to the Mortgage (or Deed of Trust or Deed to Secure Debt, as applicable) and Security Agreement, dated as of June 29, 2007 executed by each Fixed Rate Debtor in connection with the Fixed Rate Mortgage Loan Agreement (and, together with the Fixed Rate Mortgage Loan Agreement and all other loan documents executed in connection therewith prior to the Petition Date, collectively, the "**Fixed Rate Loan Documents**"), the Fixed Rate Debtors granted to the Fixed Rate Lender valid, cross-collateralized and cross-defaulted first priority liens, mortgages, deeds of trust and security interests (collectively, the "**Fixed Rate Mortgages**") on forty-five (45) hotel properties (the "**Fixed Rate Mortgaged Properties**") and in certain of their other assets and property, including, but not limited to, all rents and other cash generated by the Fixed Rate

Debtors' hotel and business operations with respect to the Fixed Rate Mortgaged Properties, as more fully set forth in the Fixed Rate Loan Documents (together with the Fixed Rate Mortgaged Properties, the "**Fixed Rate Collateral**") as collateral security for payment and performance when due of the Fixed Rate Mortgage Loan Obligations.

(iv) The Fixed Rate Debtors further acknowledge and agree that the Fixed Rate Collateral includes cash collateral within the meaning of section 363(a) of the Bankruptcy Code (the "**Fixed Rate Cash Collateral**").

(v) The Fixed Rate Debtors further acknowledge and agree that (a) the Fixed Rate Mortgage Loan Obligations are valid, binding, and enforceable obligations of the Fixed Rate Debtors in accordance with the terms set forth in the Fixed Rate Mortgage Loan Documents, and (b) the Fixed Rate Mortgage and other liens and security interests granted to the Fixed Rate Lender with respect to the Fixed Rate Collateral, as security for the Fixed Rate Mortgage Loan Obligations are valid, perfected and enforceable liens, mortgages, deeds of trust, and security interests in accordance with the terms set forth in the Fixed Rate Mortgage Loan Documents.

(2) Floating Rate Loan. (i) The Debtors listed on Schedule 2 hereto (collectively, the "**Floating Rate Debtors**") acknowledge and agree that they are party to that certain Loan Agreement, dated as of June 29, 2007 (as amended, restated, replaced, supplemented or otherwise modified from time to time, and together with such supporting and ancillary documents thereto, the "**Floating Rate Mortgage Loan Agreement**"), among the Floating Rate Debtors, as borrowers thereunder, Grand Prix Wichita LLC, Grand Prix Tallahassee LLC and Grand Prix Columbus LLC, as borrowers thereunder who were released from their obligations under the Floating Rate Mortgage Loan Agreement in accordance with the

terms and conditions of the Floating Rate Mortgage Loan Agreement (the "**Released Borrowers**"), Grand Prix Floating Lessee LLC, as operating lessee, Grand Prix Holdings, LLC, as guarantor and Lehman ALI, Inc., as the lender thereunder (the "**Floating Rate Lender**"). The Floating Rate Mortgage Loan Agreement provides for a loan to the Floating Rate Debtors in the original principal amount of $250,000,000 million (the "**Floating Rate Mortgage Loan Obligations**"). The Floating Rate Mortgage Loan Agreement is evidenced by a certain Promissory Note, dated as of June 29, 2007, by the Floating Rate Debtors and the Released Borrowers for the benefit of the Floating Rate Lender.

(ii) The Floating Rate Mortgage Loan Agreement was not, as of the Petition Date, sold into the CMBS market.

(iii) The Floating Rate Debtors acknowledge and agree that, pursuant to the Mortgage (or Deed of Trust or Deed to Secure Debt, as applicable) and Security Agreement, dated as of June 29, 2007, executed by each Floating Rate Debtor in connection with the Floating Rate Mortgage Loan Agreement (and, together with the Floating Rate Loan Agreement, the Floating Rate Mortgages and all other loan documents executed in connection therewith prior to the Petition Date, collectively, the "**Floating Rate Loan Senior Documents**"), the Floating Rate Debtors have granted to the Floating Rate Lender an absolute assignment of rents and leases with respect to the applicable hotel properties, subject to a revocable license to the applicable borrower, as well as cross-collateralized and cross-defaulted first priority liens, mortgages, deeds of trust, deeds to secure debt and security interests (collectively, the "**Floating Rate Mortgages**") on twenty (20) hotel properties (the "**Floating Rate Mortgaged Properties**") and in certain of their other assets and properties, including, but not limited

to, cash generated by the Floating Rate Debtors' hotel and business operations, as more fully set forth in the Floating Rate Loan Documents (together with the Floating Rate Mortgaged Properties, the "**Floating Rate Collateral**") as collateral security for payment and performance when due of the Floating Rate Mortgage Loan Obligations.

(iv) The Floating Rate Debtors further acknowledge and agree that the Floating Rate Collateral includes rents and proceeds within the meaning of section 552(b) of the Bankruptcy Code and cash collateral within the meaning of section 363(a) of the Bankruptcy Code (the "**Floating Rate Cash Collateral**").

(v) The Floating Rate Debtors further acknowledge and agree that (a) the Floating Rate Mortgage Loan Obligations are valid, binding, and enforceable obligations of the Floating Rate Debtors in accordance with the terms set forth in the Floating Rate Loan Senior Documents, (b) the Floating Rate Mortgages and other liens and security interests granted to the Floating Rate Lender with respect to the Floating Rate Collateral, as security for the Floating Rate Loan Obligations are valid, perfected, and enforceable liens, mortgages, deeds of trust, deeds to secure debt, and security interests in accordance with the terms set forth in the Floating Rate Loan Senior Documents, and (c) subject to paragraph 20 of this Order, that the Floating Rate Debtors do not have any claims or causes of action against the Floating Rate Lender under any legal or equitable theory, including Avoidance Actions (as defined below).

(vi) The Floating Rate Debtors further acknowledge and agree that certain non-monetary events of default occurred under the Floating Rate Loan Senior Documents prior to the Petition Date; that the Floating Rate Lender delivered notices of such events of default to the Floating Rate Debtors on May 19, 2010, based on such non-

monetary events of defaults; that as a result thereof, the revocable license to use rents was automatically revoked and the Floating Rate Lender exercised control over rents and the Lockbox Account (as defined in the Floating Rate Loan Agreement); that a monetary event of default occurred when the Floating Rate Debtors failed to pay the total principal amount due under the Floating Rate Loan Agreement on the maturity date; and that the Floating Rate Lenders delivered a notice of such monetary default to the Floating Rate Debtors on July 9, 2010.

(3) Anaheim Loan. (i) The Debtors listed on Schedule 3 hereto (collectively, the "**Anaheim Debtors**") acknowledge and agree that they are party to that certain Deed of Trust, dated as of June 14, 2005 (the "**Anaheim Mortgage Loan Agreement**") among the Anaheim Debtors, as borrower and guarantors, as applicable, thereunder, and GMAC Commercial Mortgage Bank, as original lender thereunder (the "**Anaheim Lender**"). The Anaheim Mortgage Loan Agreement provides for loans for the benefit of the Anaheim Debtors in the aggregate principal amount of $13.7 million (the "**Anaheim Mortgage Loan Obligations**"). Pursuant to Loan Assumption, Affirmation and Modification Agreements, dated as of October 4, 2006 and June 29, 2007, certain of the Anaheim Debtors became liable for certain of Anaheim Mortgage Loan Obligations.

(ii) The Anaheim Mortgage Loan Agreement was sold into the CMBS market and is part of a mortgage loan pool known as Credit Suisse First Boston Mortgage Security Corp., Commercial Mortgage Pass-Through Certificates, Series 2005-C5, for which Wells Fargo Bank, N.A. ("**Wells Fargo**") is trustee, Capmark Finance Inc., as successor to GMAC Commercial Mortgage Corporation, serves as master servicer, and CW Capital Asset Management, LLC serves as special servicer.

(iii) The Anaheim Debtors acknowledge and agree that, pursuant to the Deed of Trust, Leasehold Deed of Trust, Assignment of Leases and Profits, Security Agreement and Fixture Filing, dated as of June 14, 2005, executed by the Anaheim Debtors in connection with the Anaheim Mortgage Loan Agreement (and, together with the Anaheim Mortgage Loan Agreement and all other loan documents executed in connection therewith prior to the Petition Date, collectively, the "**Anaheim Loan Documents**"), the Anaheim Debtors have granted to the Anaheim Lender a security interest in certain of their assets and property to the extent and as more fully set forth in the Anaheim Loan Documents (collectively, the "**Anaheim Collateral**") as collateral security for payment and performance when due of the Anaheim Mortgage Loan Obligations.

(iv) The Anaheim Debtors further acknowledge and agree that the Anaheim Collateral includes cash collateral within the meaning of section 363(a) of the Bankruptcy Code (the "**Anaheim Cash Collateral**").

(v) The Anaheim Debtors further acknowledge and agree that (a) the Anaheim Mortgage Loan Obligations are valid, binding, and enforceable obligations of the Anaheim Debtors in accordance with the terms set forth in the Anaheim Loan Documents, and (b) the liens and security interest granted to the Anaheim Lenders, or any of them, as security for the Anaheim Mortgage Loan Obligations are valid, perfected, and enforceable liens and security interests in accordance with the terms set forth in the Anaheim Loan Documents.

(4) Capmark $47.4 Million Loan (Mission Valley). (i) The Debtors listed on Schedule 4 hereto (collectively, the "**Capmark Mission Valley Debtors**") acknowledge and

agree that they are party to that certain Deed of Trust Note, dated as of October 4, 2006 (the "**Capmark Mission Valley Loan Agreement**"), among the Capmark Mission Valley Debtors, as borrower and guarantors, as applicable, thereunder, and Capmark Bank, as the original lender thereunder (the "**Capmark Mission Valley Lender**"). The Capmark Mission Valley Loan Agreement provides for loans to the Capmark Mission Valley Debtors in the aggregate principal amount of $47.4 million (the "**Capmark Mission Valley Loan Obligations**"). Pursuant to that certain Loan Assumption, Affirmation and Modification Agreement, dated as of June 29, 2007, certain of the Capmark Valley Debtors became liable for certain of the Capmark Mission Valley Loan Obligations.

(ii) The Capmark Mission Valley Loan Agreement was sold into the CMBS market and is part of a mortgage pool known as Credit Suisse First Boston Mortgage Securities Corp., Commercial Mortgage Pass-Through Certificates, Series 2007-C1, for which Wells Fargo is trustee, Capmark Finance serves as master servicer, and LNR Partners, LLC, a Florida limited liability company, successor by statutory conversion to LNR Partners, Inc. a Florida corporation ("**LNR Partners**") serves as special servicer.

(iii) The Capmark Mission Valley Debtors acknowledge and agree that, pursuant to the Deed of Trust, Leasehold Deed of Trust, Assignment of Leases and Profits, Security Agreement and Fixture Filing, dated as of October 4, 2006, executed by the Capmark Mission Valley Debtors in connection with the Capmark Mission Valley Loan Agreement (and with the Capmark Mission Valley Loan Agreement and all other loan documents executed in connection therewith prior to the Petition Date, collectively, the "**Capmark Mission Valley Loan Documents**"), the Capmark Mission Valley

Debtors have granted to the Capmark Mission Valley Lender a security interest in certain of their assets and property to the extent and as more fully set forth in the Capmark Mission Valley Loan Documents (collectively, the "**Capmark Mission Valley Collateral**") as collateral security for payment and performance when due of the Capmark Mission Valley Loan Obligations.

(iv) The Capmark Mission Valley Debtors further acknowledge and agree that the Capmark Mission Valley Collateral includes cash collateral within the meaning of section 363(a) of the Bankruptcy Code (the "**Capmark Mission Valley Cash Collateral**").

(v) The Capmark Mission Valley Debtors further acknowledge and agree that (a) the Capmark Mission Valley Loan Obligations are valid, binding, and enforceable obligations of the Capmark Mission Valley Debtors in accordance with the terms set forth in the Capmark Mission Valley Loan Documents, and (b) the liens and security interest granted to the Capmark Mission Valley Lenders, or any of them, as security for the Capmark Mission Valley Loan Obligations are valid, perfected, and enforceable liens and security interests in accordance with the terms set forth in the Capmark Mission Valley Loan Documents.

(5) Capmark $37.6 Million Loan (Garden Grove). (i) The Debtors listed on Schedule 5 hereto (collectively, the "**Capmark Garden Grove Debtors**") acknowledge and agree that they are party to that certain Deed of Trust Note, dated as of October 4, 2006 (the "**Capmark Garden Grove Loan Agreement**"), among the Capmark Garden Grove Debtors, as borrower and guarantors, as applicable, thereunder, and Capmark Bank, as the original lender thereunder (the "**Capmark Garden Grove Lender**"). The Capmark Garden Grove Loan

Agreement provides for loans to the Capmark Garden Grove Debtors in the aggregate principal amount of $37.6 million (the "**Capmark Garden Grove Loan Obligations**"). Pursuant to that certain Loan Assumption, Affirmation and Modification Agreement, dated as of June 29, 2007, certain of the Capmark Garden Grove Debtors became liable for certain of the Capmark Garden Grove Loan Obligations.

(ii) The Capmark Garden Grove Loan Agreement was sold into the CMBS market and is part of a mortgage pool known as Credit Suisse First Boston Mortgage Corp., Commercial Mortgage Pass-Through Certificates, Series 2007-C1, for which Wells Fargo is trustee, Capmark Finance serves as master servicer, and Midland serves as special servicer.

(iii) The Capmark Garden Grove Debtors acknowledge and agree that, pursuant to the Deed of Trust, Leasehold Deed of Trust, Assignment of Leases and Profits, Security Agreement and Fixture Filing, dated as of October 4, 2006, executed by the Capmark Garden Grove Debtors in connection with the Capmark Garden Grove Loan Agreement (and with the Capmark Garden Grove Loan Agreement and all other loan documents executed in connection therewith prior to the Petition Date, collectively, the "**Capmark Garden Grove Loan Documents**"), the Capmark Garden Grove Debtors have granted to the Capmark Garden Grove Lender a security interest in certain of their assets and property to the extent and as more fully set forth in the Capmark Garden Grove Loan Documents (collectively, the "**Capmark Garden Grove Collateral**") as collateral security for payment and performance when due of the Capmark Garden Grove Loan Obligations.

(iv) The Capmark Garden Grove Debtors further acknowledge and agree that the Capmark Garden Grove Collateral includes cash collateral within the meaning of section 363(a) of the Bankruptcy Code (the "**Capmark Garden Grove Cash Collateral**").

(v) The Capmark Garden Grove Debtors further acknowledge and agree that (a) the Capmark Garden Grove Loan Obligations are valid, binding, and enforceable obligations of the Capmark Garden Grove Debtors in accordance with the terms set forth in the Capmark Garden Grove Loan Documents, and (b) the liens and security interest granted to the Capmark Garden Grove Lenders, or any of them, as security for the Capmark Garden Grove Loan Obligations are valid, perfected, and enforceable liens and security interests in accordance with the terms set forth in the Capmark Garden Grove Loan Documents.

(6) Capmark $35.0 Million Loan (Ontario). (i) The Debtors listed on Schedule 6 hereto (collectively, the "**Capmark Ontario Debtors**" and, together with the Capmark Mission Valley Debtors and the Capmark Garden Grove Debtors, the "**Capmark Debtors**") acknowledge and agree that they are party to that certain Deed of Trust Note, dated as of October 4, 2006 (the "**Capmark Ontario Loan Agreement**"), among the Capmark Ontario Debtors, as borrower and guarantors, as applicable, thereunder, and Capmark Bank, as the original lender thereunder (the "**Capmark Ontario Lender**" and, together with the Capmark Mission Valley Lender and the Capmark Garden Grove Lender, the "**Capmark Lenders**"). The Capmark Ontario Loan Agreement provides for loans to the Capmark Ontario Debtors in the aggregate principal amount of $35.0 million (the "**Capmark Ontario Loan Obligations**"). Pursuant to that certain Loan Assumption, Affirmation and Modification Agreement, dated as of June 29,

2007, certain of the Capmark Ontario Debtors became liable for certain of the Capmark Ontario Loan Obligations.

(ii) The Capmark Ontario Loan Agreement was sold into the CMBS market and is part of a mortgage pool known as Credit Suisse First Boston Mortgage Securities Corp., Commercial Mortgage Pass-Through Certificates, Series 2007-C1, for which Wells Fargo is trustee, Capmark Finance serves as master servicer, and Midland serves as special servicer.

(iii) The Capmark Ontario Debtors acknowledge and agree that, pursuant to the Deed of Trust, Leasehold Deed of Trust, Assignment of Leases and Profits, Security Agreement and Fixture Filing, dated as of October 4, 2006, executed by the Capmark Ontario Debtors in connection with the Capmark Ontario Loan Agreement (and with the Capmark Ontario Loan Agreement and all other loan documents executed in connection therewith prior to the Petition Date, collectively, the "**Capmark Ontario Loan Documents**" and, together with the Capmark Mission Valley Loan Documents and the Capmark Garden Grove Loan Documents, the "**Capmark Loan Documents**"), the Capmark Ontario Debtors have granted to the Capmark Ontario Lender a security interest in certain of their assets and property to the extent and as more fully set forth in the Capmark Ontario Loan Documents (collectively, the "**Capmark Ontario Collateral**" and, together with the Capmark Mission Valley Collateral and the Capmark Garden Grove Collateral, the "**Capmark Collateral**") as collateral security for payment and performance when due of the Capmark Ontario Loan Obligations thereunder.

(iv) The Capmark Ontario Debtors further acknowledge and agree that the Capmark Ontario Collateral includes cash collateral within the meaning of section

363(a) of the Bankruptcy Code (together with the Capmark Mission Valley Cash Collateral and the Capmark Garden Grove Cash Collateral, the "**Capmark Cash Collateral**").

(v) The Capmark Ontario Debtors further acknowledge and agree that (a) the Capmark Ontario Loan Obligations are valid, binding, and enforceable obligations of the Capmark Ontario Debtors in accordance with the terms set forth in the Capmark Ontario Loan Documents, and (b) the liens and security interest granted to the Capmark Ontario Lenders, or any of them, as security for the Capmark Ontario Loan Obligations are valid, perfected, and enforceable liens and security interests in accordance with the terms set forth in the Capmark Ontario Loan Documents.

(7) Merrill $25.6 Million Loan (Washington D.C.). (i) The Debtors listed on Schedule 7 hereto (collectively, the "**Merrill Washington D.C. Debtors**") acknowledge and agree that they are party to that certain Loan Agreement, dated as of September 21, 2006 (the "**Merrill Washington D.C. Loan Agreement**"), among the Merrill Washington D.C. Debtors, as borrower and guarantors, as applicable, thereunder, and Merrill Lynch Mortgage Lending, Inc., as the original lender thereunder (the "**Merrill Washington D.C. Lender**"). The Merrill Washington D.C. Loan Agreement provides for loans to the Merrill Washington D.C. Debtors in the aggregate principal amount of $25.6 million (the "**Merrill Washington D.C. Loan Obligations**").

(ii) The Merrill Washington D.C. Loan Agreement was sold into the CMBS market and is part of a mortgage pool known as ML-CFC Commercial Mortgage Trust 2006-4, for which U.S. Bank, N.A. ("**U.S. Bank**") is trustee, Wells Fargo serves as master servicer, and LNR serves as special servicer.

(iii) The Merrill Washington D.C. Debtors acknowledge and agree that, pursuant to the Fee and Leasehold Deed of Trust and Security Agreement, dated as of September 21, 2006 and executed by the Merrill Washington D.C. Debtors in connection with the Merrill Washington D.C. Loan Agreement (the "**Merrill Washington D.C. Mortgage**" and, together with the Merrill Washington D.C. Loan Agreement and all other loan documents executed in connection therewith prior to the Petition Date, collectively, the "**Merrill Washington D.C. Loan Documents**"), the Merrill Washington D.C. Debtors have granted to the Merrill Washington D.C. Lender a security interest in certain of their assets and property to the extent and as more fully set forth in the Merrill Washington D.C. Loan Documents (collectively, the "**Merrill Washington D.C. Collateral**") as collateral security for payment and performance when due of the Merrill Washington D.C. Loan Obligations.

(iv) The Merrill Washington D.C. Debtors further acknowledge and agree that the $25.6 Million Merrill Collateral includes cash collateral within the meaning of section 363(a) of the Bankruptcy Code (the "**Merrill Washington D.C. Cash Collateral**").

(v) The Merrill Washington D.C. Debtors further acknowledge and agree that (a) the Merrill Washington D.C. Loan Obligations are valid, binding, and enforceable obligations of the Merrill Washington D.C. Debtors in accordance with the terms set forth in the Merrill Washington D.C. Loan Documents, and (b) the liens and security interest granted to the Merrill Washington D.C. Lenders, or any of them, as security for the Merrill Washington D.C. Loan Obligations are valid, perfected, and

enforceable liens and security interests in accordance with the terms set forth in the Merrill Washington D.C. Loan Documents.

(8) Merrill $25.2 Million Loan (Tysons Corner). (i) The Debtors listed on Schedule 8 hereto (collectively, the "**Merrill Tysons Corner Debtors**") acknowledge and agree that they are party to that certain Loan Agreement, dated as of September 19, 2006 (the "**Merrill Tysons Corner Loan Agreement**"), among the Merrill Tysons Corner Debtors, as borrower and guarantors, as applicable, thereunder, and Merrill Lynch Mortgage Lending, Inc., as the original lender thereunder (the "**Merrill Tysons Corner Lender**"). The Merrill Tysons Corner Loan Agreement provides for loans to the Merrill Tysons Corner Debtors in the aggregate principal amount of $25.2 million (the "**Merrill Tysons Corner Loan Obligations**").

(ii) The Merrill Tysons Corner Loan Agreement was sold into the CMBS market and is part of a mortgage pool known as ML-CFC 2006-4, for which U.S. Bank is trustee, Wells Fargo serves as master servicer, and LNR Partners serves as special servicer.

(iii) The Merrill Tysons Corner Debtors acknowledge and agree that, pursuant to the Deed of Trust and Security Agreement, dated as of September 19, 2006 and executed by the Merrill Tysons Corner Debtors in connection with the Merrill Tysons Corner Loan Agreement (the "**Merrill Tysons Corner Mortgage**" and together with the Merrill Tysons Corner Loan Agreement and all other loan documents executed in connection therewith prior to the Petition Date, collectively, the "**Merrill Tysons Corner Loan Documents**"), the Merrill Tysons Corner Debtors have granted to the Merrill Tysons Corner Lender a security interest in certain of their assets and property to the extent and as more fully set forth in the Merrill Tysons Corner Loan Documents

(collectively, the "**Merrill Tysons Corner Collateral**") as collateral security for payment and performance when due of the Merrill Tysons Corner Loan Obligations.

(iv) The Merrill Tysons Corner Debtors further acknowledge and agree that the $25.2 Million Merrill Collateral includes cash collateral within the meaning of section 363(a) of the Bankruptcy Code (the "**Merrill Tysons Corner Cash Collateral**").

(v) The Merrill Tysons Corner Debtors further acknowledge and agree for such Consenting Lenders' benefit (but subject to paragraph 12 below), that (a) the Merrill Tysons Corner Loan Obligations are valid, binding, and enforceable obligations of the Merrill Tysons Corner Debtors in accordance with the terms set forth in the Merrill Tysons Corner Loan Documents, and (b) the liens and security interest granted to the Merrill Tysons Corner Lenders, or any of them, as security for the Merrill Tysons Corner Loan Obligations are valid, perfected, and enforceable liens and security interests in accordance with the terms set forth in the Merrill Tysons Corner Loan Documents.

(9) Merrill $24.2 Million Loan (San Antonio). (i) The Debtors listed on Schedule 9 hereto (collectively, the "**Merrill San Antonio Debtors**" and, together with the Merrill Washington D.C. Debtors and the Merrill Tysons Corner Debtors, the "**Merrill Debtors**") acknowledge and agree that they are party to that certain Loan Agreement dated as of September 19, 2006, (the "**Merrill San Antonio Loan Agreement**") among the Merrill San Antonio Debtors, as borrower and guarantors, as applicable, thereunder, and Merrill Lynch Mortgage Lending, Inc., as the original lender thereunder (the "**Merrill San Antonio Lender**" and, together with the Merrill Washington D.C. Lender and the Merrill Tysons Corner Lender, the "**Merrill Lenders**"). The Merrill San Antonio Loan Agreement provides for loans to the

Merrill Borrowers in the aggregate principal amount of $24.2 million (the "**Merrill San Antonio Loan Obligations**").

(ii) The Merrill San Antonio Loan Agreement was securitized and sold into the CMBS market and is part of a mortgage pool known as ML-CFC 2006-4, for which U.S. Bank is trustee, Wells Fargo serves as master servicer, and LNR Partners serves as special servicer.

(iii) The Merrill San Antonio Debtors acknowledge and agree that, pursuant to the Deed of Trust and Security Agreement, dated as of September 19, 2006 and executed by the Merrill San Antonio Debtors in connection with the Merrill San Antonio Loan Agreement (the "**Merrill San Antonio Mortgage**" and together with the Merrill San Antonio Loan Agreement and all other loan documents executed in connection therewith prior to the Petition Date, collectively, the "**Merrill San Antonio Loan Documents**" and, together with Merrill Washington D.C. Loan Documents and the Merrill Tysons Corner Loan Documents, the "**Merrill Loan Documents**" and, together with the Fixed Rate Loan Documents, the Floating Rate Loan Documents, the Anaheim Loan Documents and the Capmark Loan Documents, the "**Loan Documents**"), the Merrill San Antonio Debtors have granted to the Merrill San Antonio Lender a security interest in certain of their assets and property to the extent and as more fully set forth in the Merrill San Antonio Loan Documents (collectively, the "**Merrill San Antonio Collateral**" and, together with the Merrill Tysons Corner Collateral and Merrill Washington D.C. Collateral, the "**Merrill Collateral**" and, together with the Fixed Rate Collateral, the Floating Rate Collateral, the Anaheim Collateral and the Capmark

Collateral, the "**Prepetition Collateral**") as collateral security for payment and performance when due of the Merrill San Antonio Loan Obligations.

(iv) The Merrill San Antonio Debtors further acknowledge and agree that the Merrill San Antonio Collateral includes cash collateral within the meaning of section 363(a) of the Bankruptcy Code (together with the Merrill Washington D.C. Cash Collateral and the Merrill Tysons Corner Cash Collateral, the "**Merrill Cash Collateral**" and, together with the Fixed Rate Cash Collateral, the Floating Rate Cash Collateral, the Anaheim Cash Collateral and the Capmark Cash Collateral, the "**Cash Collateral**").

(v) The Merrill San Antonio Debtors further acknowledge and agree that (a) the Merrill San Antonio Loan Obligations are valid, binding, and enforceable obligations of the Merrill San Antonio Debtors in accordance with the terms set forth in the Merrill San Antonio Loan Documents, and (b) the liens and security interest granted to the Merrill San Antonio Lenders, or any of them, as security for the Merrill San Antonio Loan Obligations are valid, perfected, and enforceable liens and security interests in accordance with the terms set forth in the Merrill San Antonio Loan Documents.

The term: (a) "**Tranche of Debt**" shall mean, as the context requires, the Fixed Rate Obligations, the Floating Rate Loan Obligations, the Anaheim Loan Obligations, the applicable Capmark Loan Obligations, and the applicable Merrill Loan Obligations (each, a "**Loan Obligation**" and, together, the "**Loan Obligations**"); (b) "**applicable Debtors**" shall mean, collectively, the Debtors with obligations arising under a Tranche of Debt; (c) "**Adequate Protection Party**" or "**applicable Adequate Protection Party**" shall mean the Representative and each secured party who is party to the Loan Documents within a Tranche of Debt and who

has been granted a lien in cash constituting Cash Collateral; (d) "**applicable Loan Documents**" shall mean the Loan Documents relating to the applicable Tranche of Debt; (e) "**applicable Capmark Loan Obligations**" shall refer to the obligations relating to the specific loans and obligations identified in paragraphs 4, 5, and 6 hereof, respectively, and not to all three such loans and obligations collectively; and (e) "**applicable Merrill Loan Obligations**" shall refer to the obligations relating to the specific loans and obligations identified in paragraphs 7, 8, and 9 hereof, respectively, and not to all three such loans and obligations collectively.

D. Cause Shown. Good cause has been shown for the entry of this Order. The Debtors do not have sufficient available sources of working capital and financing to carry on the operation of their businesses without use of Cash Collateral. Among other things, entry of this Order will minimize disruption of the Debtors' businesses and operations and permit them to make payroll and other operating expenses, including, without limitation, to honor their obligations under their agreements with the management companies for their hotels, maintain business relationships with their vendors, and retain customer and vendor confidence by demonstrating an ability to maintain normal operations. The use of the Cash Collateral will, therefore, help preserve and maintain the going concern value of the Debtors and their estates, and will enhance the prospects for a successful reorganization of the Debtors under Chapter 11 of the Bankruptcy Code.

E. Notice. Notice of the Preliminary Hearing and the relief requested in the Motion has been given to: (i) the Office of the United States Trustee for the Southern District of New York (the "**U.S. Trustee**"); (ii) the entities listed on the Consolidated List of Creditors Holding the 50 Largest Unsecured Claims filed pursuant to Bankruptcy Rule 1007(d); (iii) counsel to each of the Fixed Rate Lender, Floating Rate Lender, Anaheim Lenders, Capmark Lenders and Merrill Lenders, to the extent known, and, as applicable, each of the lenders' Representatives;

(iv) the Internal Revenue Service; (v) the Securities and Exchange Commission; (vi) the Debtors' Franchisors; (vii) the Office of the Attorney General in all of the states in which the Debtors operate; (viii) any applicable state public utilities commissions required to receive notice under the Bankruptcy Rules or Local Rules; and (viii) each of the Debtors' credit card processing companies. In view of the urgency of the relief requested, such notice of the Preliminary Hearing complies with sections 102(1) and 363 of the Bankruptcy Code, Bankruptcy Rules 2002 and 4001(b), and Local Bankruptcy Rule 4001-2.

F. Fair and Reasonable. Based on the record presented to the Court at the Preliminary Hearing and the consent of the Representative for each Tranche of Debt, the terms of the Debtors' use of the Cash Collateral appear to be fair and reasonable, and to reflect the Debtors' and their respective managers' and directors' exercise of prudent business judgment consistent with their fiduciary duties.

G. Rule 4001. The Debtors have requested immediate entry of this Order pursuant to Bankruptcy Rule 4001(b)(2). The permission granted herein to use the Cash Collateral is necessary to avoid immediate and irreparable harm to the Debtors. This Court concludes that entry of this Order is in the best interest of the Debtors' estates and creditors.

Based upon the foregoing findings and conclusions, and upon the record made before this Court at the Preliminary Hearing, and good and sufficient cause appearing therefor;

IT IS HEREBY ORDERED that:

1. Motion Disposition. The Motion is GRANTED in its entirety on an interim basis. All objections to the relief sought herein or the entry of this Order that have not been withdrawn or resolved are overruled on their merits.

2. Effect. Notwithstanding any provision of the Bankruptcy Code or the Bankruptcy Rules to the contrary, this Order shall take effect immediately upon entry *nunc pro tunc* to the Petition Date and shall remain in effect as to all of the Debtors until the occurrence and continuation of a Termination Event (as defined below) at which point the effectiveness of this Order shall terminate only as to the Cash Collateral of the relevant Debtors as to whom such Termination Event applies (such period being referred the "**Cash Collateral Period**"). The Debtors expressly reserve their rights to seek continued use of Cash Collateral after the expiration of the Cash Collateral Period on the terms set forth herein or on modified terms. The termination of the Cash Collateral Period for any Debtor or group of Debtors shall not serve, in and of itself, as a termination of the Cash Collateral Period for any other Debtor.

3. Modifications. If any or all of the provisions of this Order are hereafter modified, vacated, reversed, or stayed by an order of the Court or another court, such stay, modification, reversal, or vacation shall not affect the validity, perfection, priority, allowability, or enforceability of any lien, security interest, claims, priority, payments, or protection authorized for the benefit of any of the Adequate Protection Parties hereunder that is granted or attaches prior to the effective date of such stay, modification, reversal, or vacation, and any use of the Cash Collateral by the Debtors pursuant to this Order prior to the effective date of such modification, stay, reversal, or vacation shall be governed in all respects by the original provisions of this Order.

4. No Prejudice. This Order is without prejudice (i) to the rights of each of the Fixed Rate Representative, the Floating Rate Lender, the Anaheim Lender, the Capmark Mission Valley Lender, the Capmark Garden Grove Lender, the Capmark Ontario Lender, the Merrill Washington D.C. Lender, the Merrill Tysons Corner Lender, the Merrill San Antonio Lender, and applicable special servicers (each, a "**Representative**") at any time to seek a modification of

this Order, or a different cash collateral order, including a request for additional or other adequate protection or the termination of the applicable Debtor's right to use Cash Collateral, after notice and hearing, including a hearing noticed on an emergency basis; and (ii) to the rights of the Debtors at any time to seek modification and/or extension of the Order, including an increased use of Cash Collateral and a modification of adequate protection, or a different order, after notice and hearing, including a hearing noticed on an emergency basis.

5. Use of Cash Collateral. Each Debtor is hereby authorized to use Cash Collateral during such applicable Debtor's Cash Collateral Period, in accordance with, and subject to the conditions and limitations set forth in, this Order and in the Cash Management Motion and related order. In addition, the Floating Rate Debtors are hereby authorized and directed to, and shall, use Cash Collateral of the Floating Rate Lender to pay any commitment and closing fees under the Floating Rate PIP DIP (as defined below) on the closing date thereof and to the extent approved by an order of the Court, to the extent such approval is required.

6. Adequate Protection for Use of Cash Collateral. As adequate protection for, and to the extent of, any diminution in the value of any Adequate Protection Party's interest in the Prepetition Collateral securing obligations owing to it during the Cash Collateral Period resulting from (x) the use of its Cash Collateral pursuant to section 363(c) of the Bankruptcy Code, (y) the use, sale, lease, or other diminution in value of its Prepetition Collateral (other than the Cash Collateral) pursuant to section 363(c) of the Bankruptcy Code, or (z) the imposition of the automatic stay pursuant to section 362(a) of the Bankruptcy Code (collectively, the "**Adequate Protection Obligations**"), and effective as of the Petition Date, without the necessity of the execution by the Debtors of mortgages, security agreements, pledge agreements, financing statements, or otherwise:

a. Representatives' Expense Reimbursement.

(i) The Debtors shall pay or reimburse, subject to the provisions set forth in paragraph 6(f) hereof, following submission of reasonably detailed invoices or statements (redacted as may be necessary to preserve privilege), the reasonable, documented out-of-pocket fees and expenses of attorneys and other professional advisors retained by the Representatives in connection with matters relating to this Order and to the obligations hereunder, and the plan support agreement among the Floating Rate Lender and the Floating Rate Debtors. The foregoing obligations shall be referred to herein as the "**Representatives' Expense Reimbursement**".

(ii) Each professional referred to in paragraph 6(a)(i) hereof, shall submit copies of its professional fee invoices or statements, to respective counsel to the applicable Debtor, the U.S. Trustee, and any official committee appointed in the Chapter 11 Cases (each, a "**Committee**"). Such invoices may be redacted only to the extent necessary to delete any information subject to the attorney-client privilege, any information constituting attorney work product, or any other confidential or proprietary information, and the provision of such invoices shall not constitute any waiver of the attorney-client privilege or of any benefits of the attorney work product doctrine. The Debtors, the U.S. Trustee, and any Committee may object to the reasonableness of the fees and expenses included in any such professional fee invoices. If an objection to a professional's invoice is filed and served on such professional within 10 days from the date of receipt by such objecting party of the relevant invoice, the Debtors only shall be required to pay the undisputed amount of the applicable invoice, if any, and any such objection shall be resolved by the agreement of the objecting party, the Debtors, and the affected professional or by the Court, with the payment, if any, of the disputed amount only occurring after such resolution. For the avoidance of doubt, professionals retained by the Representatives shall not be required to file any interim or final fee applications or summaries of fees with respect thereto in connection with the Representatives' Expense Reimbursement provided for herein.

b. Adequate Protection Liens.

(i) To the extent of any Adequate Protection Obligations arising under any Tranche of Debt, the applicable Adequate Protection Party shall receive, and hereby is granted, a perfected replacement lien and security interest in and valid, binding, enforceable and perfected liens (the "**Adequate Protection Liens**") on all of the applicable Debtor's rights in, to, and under all present and after-acquired property and assets of the like-kind or type that would constitute Prepetition Collateral of such Adequate Protection Party in accordance with the applicable Loan Documents of any nature whatsoever whether real or personal, tangible or intangible, wherever located, including, without limitation, all cash and Cash Collateral and any investment of such cash and Cash Collateral, goods, cash-in-advance deposits, contracts, causes of action, general intangibles, accounts receivable, and other rights to payment, whether arising before or

after the Petition Date, chattel paper, documents, instruments, interests in leaseholds, real properties, plants, machinery, equipment, patents, copyrights, trademarks, trade names or other intellectual property, licenses, insurance proceeds, and tort claims, and any and all of the proceeds, products, offspring, rents and profits thereof, rights under letters of credit, capital stock and other equity or ownership interests held by the Debtors, including equity interests in subsidiaries and all other investment property, and the proceeds of all of the foregoing, whether in existence on the Petition Date or thereafter created, acquired, or arising and wherever located (all such property, other than the Prepetition Collateral in existence immediately prior to the Petition Date, being collectively referred to as, the "**Postpetition Collateral**"), which liens and security interests shall be subject only to (A) the Carve Out, (B) liens granted in respect of Permitted DIPs (as defined below), and (C) all valid, enforceable and non-avoidable liens and security interests in the applicable Prepetition Collateral that were perfected prior to the Petition Date (or perfected thereafter to the extent permitted by section 546(c) of the Bankruptcy Code), which are not subject to avoidance, disallowance, or subordination pursuant to the Bankruptcy Code or applicable non-bankruptcy law and which are senior to the applicable Adequate Protection Party's liens in such Prepetition Collateral as of the Petition Date (the "**Prior Liens**"). The Postpetition Collateral in favor of any Adequate Protection Party shall not include any claims and causes of action under section 544, 545, 547, 548, 549, or 550 of the Bankruptcy Code (collectively, the "**Avoidance Actions**"), but shall include the proceeds of Avoidance Actions recovered by the applicable Debtor to the extent the Court includes such provision in the Final Order, subject to the limitations set forth herein or in the Final Order. To the extent applicable, all Adequate Protection Liens shall be subject to terms and conditions of any intercreditor agreements. For the avoidance of doubt, such Adequate Protection Liens granted hereunder shall be deemed to be effective and perfected as of the Petition Date and without the necessity of the execution by the Debtors of mortgages, security agreements, pledge agreements, financing statements, or other agreements.

(ii) The Adequate Protection Liens shall be enforceable against the applicable Debtors, their estates and any successors thereto, including, without limitation, any trustee or other estate representative appointed in the Chapter 11 Cases, or any case under chapter 7 of the Bankruptcy Code upon the conversion of any of the Chapter 11 Cases, or in any other proceedings superseding or related to any of the foregoing (collectively, the "**Successor Cases**").

(iii) The Adequate Protection Liens shall be deemed legal, valid, binding, enforceable, and perfected liens, not subject to subordination, impairment, or avoidance, for all purposes in the Chapter 11 Cases and any Successor Cases or upon the dismissal of any of the Chapter 11 Cases or Successor Cases.

c. Adequate Protection 507(b) Claims. As further adequate protection for any Adequate Protection Obligations, the applicable Adequate Protection Party shall have an administrative expense claim against the Debtors with obligations arising under the applicable Tranche of Debt under section 507(b) of the Bankruptcy Code with priority over all other administrative expense claims and unsecured claims against such Debtors, now existing or hereafter arising, of any kind whatsoever (collectively, the "**507(b) Claims**"), subject in each case to the Carve Out, and to any superpriority claim in favor of Permitted DIPs.

d. Reporting.

(i) The Debtors have delivered to the Representatives a 13-week forecast of cash receipts and disbursements (a "**13-Week Forecast**"), a copy of which is attached hereto as Schedule 10. The Debtors shall deliver to the Representatives: (A) except as provided in clause (C), below, on the first day of each calendar month (unless such day is not a business day in which case the required delivery date shall be the next succeeding business day) a revised 13-Week Forecast for the 13-week period from the last Saturday of the prior calendar month (each such revised forecast, for the period of its applicability, to be referred to herein as the "**Forecast**"); (B) except as provided in clause (C) below, on the last day of each calendar month (unless such day is not a business day in which case the required delivery date shall be the next succeeding business day), a report showing in reasonable detail a comparison of actual receipts and disbursements for the period from the last date included in last such report through and including the last Saturday of the prior calendar month against the receipts and disbursements projected in the Forecast for such period (the "**Variance Report**"); and (C) with respect to the first Forecast and Variance Report following the Petition Date, (1) the Forecast shall be due on the first day of the calendar month (unless such day is not a business day in which case the required delivery date shall be the next succeeding business day), that is at least 30 days from the Petition Date, and (2) the Variance Report shall be delivered on the last day of the calendar month (unless such day is not a business day in which case the required delivery date shall be the next succeeding business day), that is at least 60 days from the Petition Date, and shall set forth the required comparison from the Petition Date through the last Saturday of the calendar month that is at least 30 days prior to the date when such report is required to be delivered. Together with each Forecast delivered to the Representatives, promptly following request therefor, the Debtors also shall deliver to the Representatives material back-up details relative to the components of such Forecast. Thereafter, promptly following request, the Debtors shall make themselves reasonably available to discuss such Forecast and the details thereof. To the extent of any unresolved issues between the Representatives and the Debtors, such parties shall have the right to apply to the Court for resolution.

(ii) The Debtors also shall provide to each Representative month-end profit and loss statements for each individual hotel property (not consolidated by Tranche of Debt) within 30 days of the end of the month (or, if the 30th day is not a business day, the next succeeding business day), which shall include year-to-year results, comparisons with same period in the immediately preceding year, and key operating metrics consisting of occupancy, so-called ADR and so-called REVPAR. The Debtors also shall provide on a monthly basis, at the same time as they provide the month-end statements referred to in the first sentence of this paragraph (ii), the so-called STR report for each property.

e. Cumulative Forecast Variance. Until the entry of the Final Order, the Debtors agree that, as reported in any Variance Report delivered pursuant to paragraph 6(d)(i) of this Order, (x) during each 4-week cumulative period as tested from the last Sunday of such period, the Debtors shall not use Cash Collateral to the extent such use would exceed, for such period, 110% of cash disbursements (excluding those disbursements on account of Professional Fees and any Representatives' Expense Reimbursement) contemplated to be made by such Debtors during such 4-week period in the applicable Forecast, and (y) during each 13-week cumulative period as tested from the last Sunday of such period, the Debtors shall not use Cash Collateral to the extent such use would exceed, for such cumulative period, 106.5% of cash disbursements (excluding those disbursements on account of Professional Fees and any Representatives' Expense Reimbursement) contemplated to be made by such Debtors during such 13-week cumulative period in the applicable Forecast. To the extent that there is a variance, positive or negative (expressed as a percentage), of receipts in any one month period as compared to the receipts for the same period forecasted in the applicable Forecast with respect to any Hotel Operating Expense (as defined below), then the variance from budget permitted pursuant to the preceding sentence on account of such Hotel Operating Expense shall be adjusted by such percentage. "**Hotel Operating Expense**" means any of the following line items listed on the applicable Forecast: (i) payroll and related; (ii) franchise taxes; (iii) utility costs; (iv) third party management and related fees; (v) all other expenses; and (vi) occupancy/sales tax.

f. Cash Use Covenant; True-Ups. (i) In the ordinary course of operations and consistent with practices in place prior to the Petition Date, the Debtors shall consolidate all cash in a master account owned by one or more Debtors.[3] Such consolidated cash shall be applied as follows:

1) first, given the timing of cash receipts versus certain disbursements, to establish or increase, as the case may be, an expense reserve in amounts and at times reasonably determined by

[3] For the avoidance of doubt, nothing contained in this Order shall constitute a substantive consolidation of the Debtors' estates.

the Debtors for the purpose of ensuring sufficient cash on-hand to pay accrued expenses of the type contemplated by an applicable Forecast but which expenses are expected to become payable during a period other than the period when cash in excess of then-payable expenses has been generated, in an amount at any time outstanding not to exceed $2,000,000;

2) second, to the extent of any excess, to pay property level costs and expenses of the hotels and the Operating Lessees, including the costs and expenses identified in the applicable Forecast as "Maintenance/emergency CAPEX";

3) third, to the extent of any excess, to pay corporate overhead charges and expenses of Innkeepers USA Trust and the other Debtors;

4) fourth, to the extent of any excess, to pay any Professional Fees (to the extent permitted by the Court to be paid at such time), as well as the Representatives' Expense Reimbursement;

5) fifth, to the extent of any excess, to pay amounts then owing on account of any Permitted DIPs to the extent then payable, but only to the extent such fees and expenses are not payable from the proceeds of such Permitted DIPs; and

6) sixth, to the extent of any excess, to repay any intercompany loans incurred pursuant to or as a result of the provisions set forth in Paragraph 6(f)(v).

(ii) The Debtors shall provide to each Representative a so-called "flash report" commencing in August, 2010, (x) on the 15th of each calendar month (or, if such day is not a business day, then on the next succeeding business day), detailing cash disbursements for the Debtors for the period from the 16th through and including the last day of the immediately prior month (except for the report due on August 15, 2010, only for the period from the Petition Date through and including July 31, 2010), and (y) on the 30th of each calendar month (or, if such day is not a business day, then on the next succeeding business day), detailing cash disbursements for the Debtors for the period from the first day through and including the 15th day of such month, and, in each case, including information, to the extent then determined by the Debtors, their anticipated allocation of all or any portion of the cash disbursements made during such period, on a Tranche of Debt by Tranche of Debt basis, and the approximated amount of cash disbursements not yet allocated (it being understood that the Debtors' proposed allocation shall not constitute the Debtors' final allocation (which shall only be included in an Application Report (as defined below), but only their good faith application based upon information then available to the Debtors). At any time following the Debtors' delivery of any flash

report, any Representative may, following a reasonable request, seek from the Debtors reasonable information in order to determine, based upon a sampling of such information, the basis for certain of the Debtors' proposed allocations (it being understood that such requests, if any, relative to the information contained in flash reports only, shall not be reasonable to the extent they seek from the Debtors all or substantially all of the Debtors' invoices and similar information used in determining the proposed allocation). To the extent of any dispute as the contents of any flash report, the parties shall have the right to apply to the Court for expedited resolution.

(iii) Within 45 days (or, if the 45th day is not a business day, the next succeeding business day) after the end of each calendar month, the Debtors shall provide to each Representative a report for such month, on a Tranche of Debt by Tranche of Debt basis, as to the application of the cash in accordance with the waterfall set forth in paragraph 6(f)(i) hereof (the "**Application Report**"), with such Application Report to be based upon (x) the Cash Collateral generated by the applicable Debtors within a Tranche of Debt, plus or minus, as the case may be, the amount deemed loaned or borrowed, as applicable, by the applicable Debtors (to the extent set forth in paragraph 6(f)(iv) hereof), (y) in the case of all of the waterfall items other than "third" and, with respect to Professional Fees, "fourth", in accordance with the amounts actually applicable to the applicable Debtors, and (z) in the case of waterfall items "third" and, with respect to Professional Fees, "fourth", in accordance with the Allocation Percentages (as defined below). Amounts actually applied in accordance with the waterfall set forth in paragraph 6(f)(i) hereof shall be deemed to have been applied for the benefit of the Debtors within a Tranche of Debt in accordance with the Application Report. Each Representative shall have the right to audit and challenge any Application Report upon the serving of notice of such challenge (a "**Challenge Notice**") (within 10 days following receipt of such report) on the Debtors, counsel for the Debtors, and counsel for any Committee and the other Representatives. Any such Challenge Notice shall be reasonably detailed as to the nature and basis for the challenge. Promptly following receipt of a Challenge Notice, the parties shall endeavor in good faith to resolve any disputes and, failing a resolution, shall have the right to apply to the Court for resolution after no less than 15 days after the service of a Challenge Notice. Upon a resolution, a revised Application Report (if any) shall be distributed to the Representatives (and, for the avoidance of doubt, such revised report shall not be subject to a challenge period).

(iv) If the Application Report demonstrates that the Cash Collateral generated by the Debtors within a Tranche of Debt exceeded the amount of cash deemed to have been applied in accordance with the waterfall set forth in paragraph 6(f)(i) hereof, then such excess amount shall be paid to the applicable Representatives for the benefit of the applicable Adequate Protection Parties on account of the financial obligations within the

applicable Tranche of Debt consisting of interest and principal owing to the applicable Adequate Protection Parties under the applicable Loan Documents.

(v) If the Application Report demonstrates that the Cash Collateral generated by the Debtors (in such case, the "**Borrower Debtors**") within a Tranche of Debt was less than the amount of cash deemed to have been applied in accordance with the waterfall set forth in paragraph 6(f)(i) hereof, then such shortfall amount shall be deemed to be a loan from one or more Debtors (the "**Lender Debtors**"), in the amount as may be set forth in the Application Report, to the Borrower Debtors, and such loan shall be, and is hereby, secured on a super-priority basis in accordance with sections 364(c)(2) and (d) of the Bankruptcy Code by senior secured and priming liens on and security interests in all the Borrower Debtors' property, and the obligations of the Borrower Debtors to pay such shortfall amounts shall constitute, in accordance with section 364(c)(1) of the Bankruptcy Code, a super-priority administrative expense claim having priority over any or all administrative expenses of the kind specified in, among other sections, sections 105, 326, 330, 331, 503(b), 506(c), 507(a) and 726 of the Bankruptcy Code; provided, however, that (A) such loans shall be allocated, in accordance with the Allocation Percentage, among the Debtors without a shortfall, and (B) all interest, liens, and claims on account of such loans shall be junior in right of payment only to all interests, liens and claims of Permitted DIPs and the Carve Out.

(vi) Notwithstanding anything to the contrary set forth in an Application Report, or otherwise in this Order, all payments to a Representative or an Adequate Protection Party will be made by the Debtors, and, to the extent accepted by an Adequate Protection Party, accepted, subject to recharacterization, refund, disgorgement, or other treatment as may be necessary to give effect to the Application Report at such time, or otherwise, and as may be determined by the Court, and all parties reserve their rights with respect thereto.

(vii) The term "**Allocation Percentages**" shall mean the percentage determined by multiplying (x) earnings before interest, taxes, depreciation, and amortization ("**EBITDA**") earned in connection with each Tranche of Debt (or, in the case of intercompany loans, with respect to each Tranche of Debt deemed a lender) that as a percentage of total EBITDA for such period by (y) the total amount of corporate overhead charges and expenses of Innkeepers USA Trust and the other Debtors, as well as Professional Fees (to the extent permitted by the Court to be paid at such time) paid during such time.

g. Right to Inspect and Audit. In accordance with the applicable Loan Documents, the Debtors shall permit each Representative (through its officers, senior employees, or agents, including but not limited to professionals retained in connection with these cases) to inspect the

applicable Prepetition Collateral during business hours upon reasonable advance notice. In addition, the Debtors shall allow each Representative to periodically inspect and audit the books, records and account statements of the applicable Debtors in order to confirm the applicable Debtors' compliance with this Order and any budget approved in connection with a Permitted DIP.

h. Right to Credit Bid. The Adequate Protection Parties shall have the right to credit bid their claims to the fullest extent permitted by law in connection with any sale, auction or other disposition, including but not limited to, in connection with any plan of reorganization or liquidation, of the applicable Prepetition Collateral pursuant to 11 U.S.C. § 363(k).

Notwithstanding anything herein to the contrary, no Adequate Protection Party shall be entitled to adequate protection (and no Adequate Protection Obligations shall arise) with respect to any diminution in value of such Adequate Protection Party's interest in its Prepetition Collateral resulting from any successful Avoidance Action against, or Avoidance Action proceeds recovered from, such Adequate Protection Party, or from or as a result of the payment of any costs, fees or expenses included as part of adequate protection hereunder.

7. Carve Out. (a) As used in this Order, "**Carve Out**" means: (i) unpaid fees of the Clerk of the Court and the U.S. Trustee pursuant to 28 U.S.C. § 1930(a); (ii) in the event of a conversion of the Chapter 11 Cases to cases under chapter 7 of the Bankruptcy Code, fees and expenses incurred by any trustee and any professionals retained by such trustee, in an aggregate amount not exceeding $75,000; (iii) to the extent allowed at any time, whether by interim order, procedural order or otherwise, all unpaid fees and expenses (the "**Professional Fees**"), incurred by persons or firms retained by the Debtors pursuant to section 327, 328 or 363 of the Bankruptcy Code and any Committee appointed pursuant to section 1103 of the Bankruptcy Code (the "**Professional Persons**"), at any time before or on the first business day following delivery of a Carve Out Trigger Notice (as defined below), whether allowed by the Court prior to or after delivery of a Carve Out Trigger Notice; and (iv) after the first business day following delivery of the Carve Out Trigger Notice, to the extent allowed at any time, whether by interim

order, procedural order or otherwise, the payment of Professional Fees of Professional Persons in an aggregate amount not to exceed $5,500,000. The Carve Out shall be senior to the Replacement Liens, the 507(b) Claims, and any other adequate protection, liens or claims securing the obligations arising under or in connection with the Loan Documents. For purposes of calculating the amount of Professional Fees permitted to be paid to a Professional Person as part of the Carve Out under subsection (iv) of this paragraph 7, such amount shall be net of all prepetition retainers held by such Professional Person.

(b) As used herein, "**Carve Out Trigger Notice**" means a Termination Notice (as defined below) delivered by a Representative on any business day (or, if such day of delivery is not a business day, the next succeeding business day), which notice has been preceded by Termination Notices delivered in connection with each Tranche of Debt, and, as a result of the most recently delivered Termination Notice, all Tranches of Debt shall have become subject to continuing Termination Events.

(c) For the avoidance of doubt, the obligation to pay Professional Fees shall be allocated as among the Debtors in accordance with the Allocation Percentage.

8. Modification of Automatic Stay. The automatic stay under section 362(a) of the Bankruptcy Code is hereby modified as necessary to effectuate all of the terms and provision of this Order, including, without limitation, to: (a) permit the Debtors to grant the Adequate Protection Liens and the 507(b) Claims; (b) permit the Debtors and the Adequate Protection Parties to perform such acts as the Adequate Protection Parties may reasonably request the applicable Debtors to take to assure the perfection and priority of the liens granted herein; and (c) authorize the applicable Debtors to make, and the applicable Adequate Protection Parties to receive and retain in accordance with the terms of the applicable Loan Documents, payments on

account of fees and expenses in accordance with the terms of this Order; provided, however, any stay relief with respect to the exercise of remedies shall be in accordance with paragraph 11 below or as otherwise ordered by the Court.

9. Perfection of Adequate Protection Liens. This Order shall be sufficient and conclusive evidence of the validity, perfection, and priority of the Adequate Protection Liens, without the necessity of filing or recording any mortgage, deed of trust, financing statement, or other instrument or document that may otherwise be required under the law or regulation of any jurisdiction or the taking of any other action (including, for the avoidance of doubt, entering into any deposit account control agreement) to validate or perfect (in accordance with applicable non-bankruptcy law) the Adequate Protection Liens, or to entitle the Adequate Protection Parties to the priorities granted herein. The applicable Debtors are authorized to execute and deliver promptly to the applicable Adequate Protection Parties or their Representative, as applicable, all such financing statements, mortgages, deeds of trust, notices, and other documents as the applicable Adequate Protection Party may reasonably request. Each of the Adequate Protection Parties or their Representative, as applicable, may file a photocopy of this Order as a financing statement, mortgage, deed of trust, notice of lien or similar instrument evidencing the liens and security interests provided for herein, with any filing or recording office or with any registry of deeds or similar office, in addition to or in lieu of such financing statement, mortgage, deed of trust, notice of lien, or similar instrument.

10. Termination Events. (a) The rights of the Debtors under a Tranche of Debt (but not the rights of any Debtors under any other Tranche of Debt) to use Cash Collateral relating to such Tranche of Debt shall terminate upon the business day immediately following written notice (a "**Termination Notice**") delivered to (i) the applicable Debtors, (ii) counsel to the Debtors, (iii) the U.S. Trustee, (iv) counsel to each Committee, and (v) counsel to each

Representative, indicating that one of the events listed below has occurred and is continuing with respect to such applicable Debtors (each, a "**Termination Event**"):

i. This Order shall (I) not have become a final order within 45 days of the Petition Date or (II) prior to becoming a final order or otherwise replaced or superseded, at any time cease to be in full force and effect, or shall have been vacated, reversed or stayed, or modified or amended in a manner that is materially adverse to the applicable Adequate Protection Party (taken as a whole) without such party's (or its Representative's) consent;

ii. The Debtors under such Tranche of Debt shall fail to timely make payments required to be made by them pursuant to the terms of this Order within five (5) business days from when such payment is due;

iii. The Debtors under such Tranche of Debt shall breach any of the covenants or agreements contained in this Order (other than a payment obligation) applicable to them and such breach shall continue unremedied for more than ten (10) business days following notice of such breach;

iv. The Debtors shall make any misrepresentation of a fact that is materially adverse to the Debtors (taken as a whole) to any of the Representatives or their agents about the financial conditions of the Debtors, the nature, extent, or location of the applicable Prepetition Collateral, or the disposition or use of any of the Postpetition Collateral, including the Cash Collateral;

v. The Debtors under such Tranche of Debt shall permit any superpriority claim (other than the Carve Out) or shall grant any other lien or security interest (including any other adequate protection lien), that in either case is senior or equal to the claims and liens (including the adequate protection claims and liens) of the applicable Adequate Protection Party, except superpriority claims and liens senior to the Adequate Protection Liens and 507(b) Claim relating to one or more debtor-in-possession financing facilities approved by the Court and provided to some or all of the Debtors (the "**Permitted DIPs**"); provided, however, that with respect to the Fixed Rate Debtors, a Permitted DIP shall only mean that certain debtor in possession financing arrangement provided by Five Mile Capital Partners LLC, and its successors and assigns, approved solely for the purposes set forth therein (the "**Fixed Rate PIP DIP**"), and shall mean no other debtor in possession financing arrangement; provided, further, that, with respect to the Floating Rate Debtors, a Permitted DIP shall only mean that certain debtor-in-possession financing arrangement provided by Lehman ALI Inc. (or an affiliate), and its successors and assigns, approved solely for the purposes set forth therein (the "**Floating Rate PIP DIP**"), and shall mean no other debtor-in-possession financing arrangement;

vi. Any lien or security interest granted or created under the applicable Loan Documents shall be asserted by any Debtor not to be a valid and perfected lien on or security interest in any of the applicable Postpetition Collateral, with the priority required by the applicable Loan Documents; provided, however, that the immediate foregoing shall not apply with respect to any liens granted under the Permitted DIPs;

vii. Other than payments authorized by the Court and that are (I) approved by the Representative of such Tranche of Debt, (II) in respect of accrued payroll and related expenses as of the Petition Date, (III) in respect of general unsecured creditors, in each case to the extent authorized by one or more "first day" orders or other orders of the Court (including this Order) to the extent previously provided to the applicable Representative, or (IV) on account of Professional Fees, the Debtors under such Tranche of Debt shall make any payment (whether by way of adequate protection or otherwise) of principal or interest or otherwise on account of any prepetition indebtedness or payables (including without limitation, reclamation claims);

viii. Lender Debtors under such Tranche of Debt have caused to be loaned to Borrower Debtors an aggregate amount of more than $2,000,000 at any one time outstanding.

ix. With respect to such Tranche of Debt, one or more franchisors have terminated franchise agreements relating to hotels owned by the Debtors under such Tranche of Debt;

x. With respect to such Tranche of Debt, the Court shall enter an order granting relief from the automatic stay to the holder or holders of any security interest to permit foreclosure (or the granting of a deed in lieu of foreclosure or the like) on a hotel constituting Prepetition Collateral and such order shall not be subject to timely appeal;

xi. There shall have occurred and be continuing one or more events of default under the Fixed Rate PIP DIP or the Floating Rate PIP DIP that, individually or in the aggregate, cause or permit the lenders thereunder to cause, the obligations under the Fixed Rate PIP DIP or the Floating Rate PIP DIP, as the case may be, to become immediately due and payable;

xii. The Debtors under such Tranche of Debt shall use Cash Collateral arising under such tranche for a purpose not permitted hereunder unless such non-permitted use was inadvertent, and was not in an amount in excess of $25,000; provided, that, notwithstanding the immediate foregoing, the use of Cash Collateral not permitted hereunder occurring more than five (5) times shall constitute a Termination Event unless such amounts have been repaid or reallocated, as the case may be;

xiii. The Bankruptcy Court shall enter an order granting relief from the automatic stay to permit any exercise of remedies by the lenders or special servicer under a Tranche of Debt other than limited relief solely to permit the delivery of default notices under the terms of the applicable Loan Documents;

xiv. The Debtors shall file any motion or other request for relief seeking to (i) dismiss any of the Chapter 11 Cases, (ii) convert any of the Chapter 11 Cases to a case under chapter 7 of the Bankruptcy Code, or (iii) appoint a trustee or an examiner with expanded powers pursuant to section 1104 of the Bankruptcy Code in any of the Chapter 11 Cases; or

xv. The Bankruptcy Court shall enter an order (i) dismissing any of the Chapter 11 Cases, (ii) converting any of the Chapter 11 Cases to a case under chapter 7 of the Bankruptcy Code, (iii) appointing a trustee or an examiner with expanded powers pursuant to section 1104 of the Bankruptcy Code in any of the Chapter 11 Cases, or (iv) making a finding of fraud, dishonesty or misconduct by any officer or director of the Company, regarding or relating to the Debtors;

xvi. There shall have occurred, after the entry of this Order, (i) a change that has a material adverse effect on the use, value or condition of the Debtors, their assets or the legal or financial status or business operations, in each case taken as a whole, or (ii) a material disruption or material adverse change in the financial, real estate, banking or capital markets; or

xvii. For the benefit of the Floating Rate Lenders only, and not for the benefit of any other Adequate Protection Party, prior to the entry of the Final Order, the Floating Rate Debtors breach any of their material obligations arising in connection with the proposed restructuring of the Floating Rate Obligations; provided, however, that the Floating Rate Lenders shall have given three (3) business days' prior written notice setting forth in reasonable detail such material breach; provided, further, that any such notice shall not violate or be deemed to violate the automatic stay in the Debtors' Chapter 11 Cases.

xviii. The Fixed Rate Lender or the Floating Rate Lenders shall have terminated the applicable Debtors' use of Cash Collateral.

(b) Notwithstanding anything to the contrary herein, no Termination Event with respect to the Debtors under a Tranche of Debt shall be deemed to constitute a Termination Event with respect to the Debtors under any other Tranche of Debt (it being agreed that the foregoing shall not limit the applicability of any termination

events or defaults arising under any Permitted DIP to the extent such Permitted DIP may relate to property in more than one Tranche of Debt).

11. Rights and Remedies Upon Termination Event. (a) Immediately upon the occurrence and during the continuation of a Termination Event with respect to a Tranche of Debt, unless waived by a writing signed by the applicable Adequate Protection Party (or its Representative), the applicable Adequate Protection Parties (or their Representative, as applicable) may declare a termination, reduction, or restriction of the ability of the applicable Debtors to use Cash Collateral on the consensual basis provided in this Order, except for the use of Cash Collateral provided in clause (b) of this paragraph 11 (any such declaration, shall be referred to herein as a "**Termination Declaration**"). The Termination Declaration shall be given (a "**Termination Notice**") by facsimile (or other electronic means) to lead counsel to the Debtors, counsel to each Committee, and the U.S. Trustee (the date such Termination Declaration is given pursuant to a Termination Notice shall be referred to herein as the "**Termination Declaration Date**"). On the Termination Declaration Date, the applicable Debtors' right to use Cash Collateral on the basis provided in this Order shall automatically cease, except as provided in clause (b) of this paragraph 11. During the five (5) business days after the Termination Declaration Date (the "**Remedies Notice Period**"), the applicable Debtors and/or a Committee shall be entitled to seek an emergency hearing with the Court seeking a determination of whether a Termination Event has occurred and/or any other appropriate relief related to continued use of Cash Collateral on a non-consensual basis, with the rights and objections of all relevant parties reserved with respect thereto. Unless the Court determines otherwise during the Remedies Notice Period, after the Remedies Notice Period, the applicable Debtors shall no longer have the right to use Cash Collateral.

(b) The applicable Debtors may continue to use Cash Collateral (i) for the payment of any unpaid postpetition administrative expenses so long as such expenses were actually incurred prior to the last day of the Remedies Notice Period, (ii) to meet payroll obligations and to pay expenses critical and immediately necessary to the preservation of the applicable Debtors and their estates incurred during the Remedies Notice Period, and (iii) to satisfy any payment obligation senior to the obligations owed to the Adequate Protection Parties (including Professional Fees but, with respect to such fees, to the extent of the Carve Out).

12. Limitations on Cash Collateral and the Carve Out. The Cash Collateral under an applicable Tranche of Debt and Professional Fees payable from such Cash Collateral may not be used (without the prior written consent of the applicable Representative): (a) in connection with, or to finance in any way, any action, suit, arbitration, proceeding, application, motion, or other litigation of any type (or the preparation of any such action, suit, arbitration, proceeding, application, motion, or other litigation) (i) against the applicable Adequate Protection Parties seeking relief that would (A) assert, commence, or prosecute any Avoidance Actions against the applicable Adequate Protection Parties, (B) permit the applicable Debtors to prepare or prosecute an objection to, contest in any manner, or raise any defense to, the validity, extent, amount (other than entitlement to postpetition interest), perfection, priority, or enforceability of any of the rights and obligations of the applicable Adequate Protection Parties, or (C) permit the Debtors to pay for any services rendered by the professionals retained by the Debtors in connection with the assertion of or joinder in any claim, counterclaim, action, proceeding, application, motion, objection, defense, or other contested matter, the purpose of which is to seek, or the result of which would be to obtain, any order, judgment, determination, declaration, or similar relief that would otherwise be prohibited pursuant to this paragraph 12, or (ii) invalidating, setting aside,

avoiding, or subordinating, in whole or in part, the applicable Loan Documents or any payments made thereunder; (b) to sell, lease, transfer, or otherwise dispose of Collateral without the prior written consent of the applicable Adequate Protection Parties unless in the ordinary course of business, contemplated by the Forecast, or otherwise ordered by the Court; or (c) to pay pre-Petition Date indebtedness unless ordered by the Court. Notwithstanding the foregoing, the Cash Collateral and the Carve Out may be used by any Committee to investigate the Loan Obligations and the Prepetition Collateral and/or a potential Challenge (as defined below); provided that no more than $150,000 in the aggregate may be spent from Cash Collateral on such investigations.

13. Challenge to Prepetition Claims. Upon entry of this Order and subject to the Challenge, (i) the Loan Obligations of the Adequate Protection Parties shall constitute secured claims against the applicable Debtors and, together with any payments on account thereof, shall not be subject to subordination, avoidance, or objection by the Debtors or any party as to validity, enforceability, priority, or avoidability of the security for such claims and payments made on account thereof, and (ii) the liens and security interests of the Adequate Protection Parties shall be deemed to be valid, perfected, enforceable, and not subject to avoidance, subordination, or objection by the Debtors or any party as to validity, enforceability, or priority. Notwithstanding the foregoing, such determination of the validity, perfection, enforceability, and unavoidability of such liens and security interests, and any payments made on account thereof, is without prejudice to the rights of any Committee to investigate and challenge any such liens or security interests of the Adequate Protection Parties, or to assert any other claims or causes of action, at law or in equity against any of the Adequate Protection Parties (a "**Challenge**"); provided, that any such Challenge not made by commencement of an adversary proceeding pursuant to Federal Rule of Bankruptcy Procedure 7001 (an "**Adversary Proceeding**") and served no later than 60 days after the entry of the Final Order Date or 60 days following the

formation of the Committee, whichever is later (the "**Challenge Period**"), shall be forever barred. Despite the initiation of any such Adversary Proceeding asserting a Challenge, the Adequate Protection Parties liens, security interests, and any payments made on account thereof, shall be presumed to be valid and entitled to the benefit of this Order pending the entry of a final non-appealable judgment and order in favor of the party in interest with respect to such Challenge. If no such Adversary Proceeding is properly and timely filed and served by such date, the liens and security interests of, and payments made on account thereof to, the Adequate Protection Parties shall not be subject to any other or further Challenge and shall be determined to have been, as of the Petition Date, valid, binding, perfected, enforceable, unavoidable, and having the priority asserted, and the Debtors, their estates and creditors, and any trustee in a Successor Case shall be bound by Debtors' acknowledgments, stipulations, and agreements set forth in this Order. The Challenge Period may be extended for an authorized party by agreement between the applicable Lenders or their Representative and such authorized party without further order of the Court.

14. Availability of Collateral; Direction to Financial Institutions and Credit Card Processing Companies. (a) None of the Adequate Protection Parties shall take any action during the Cash Collateral Period to seize or take control over any of the Cash Collateral or the Debtors' other property, nor shall they impose freezes of assets or seek to exercise any alleged right of setoff or recoupment, or exercise any other right or remedy against the Prepetition Collateral or the Postpetition Collateral, including Cash Collateral, during the Cash Collateral Period. The Adequate Protection parties are hereby directed to release (and, to the extent applicable, direct any third party to release) all Cash Collateral.

(b) Each of the credit card processing companies also are directed not to take, or cease continuing to take, any action during the Cash Collateral Period that is in the

nature of a seizure, taking of control, freezing, or exercising of any right of netting, setoff, or recoupment, or exercising any other right or remedy against the Prepetition Collateral or the Postpetition Collateral, including Cash Collateral, during the Cash Collateral Period. For the avoidance of doubt, the Debtors' credit card processing companies shall cease the practice of netting from sums otherwise payable to the Debtors the amount of fees and other charges (excluding valid chargebacks) asserted by such companies unless and until such amounts are overdue and remain unpaid by the Debtors.

15. Prepetition Subordination Agreements. All parties' rights with respect to any subordination or intercreditor agreements (if applicable) with respect to any Debtor are not affected by the entry of this Order.

16. Section 506(c) Claims. Upon entry of the Final Order, no costs or expenses of administration which have been or may be incurred in the Chapter 11 Cases at any time shall be charged against any of the Adequate Protection Parties or any of their respective claims or the Prepetition Collateral pursuant to sections 105 or 506(c) of the Bankruptcy Code, or otherwise, without the prior written consent of the applicable Representative, and no such consent shall be implied from any other action, inaction, or acquiescence by the applicable Representative or its agents.

17. No Liability to Third Parties. In not objecting to the Debtors' use of Cash Collateral under the terms set forth herein or in taking any other actions related to this Interim Order, the applicable Representative (i) shall have no liability to any third party and shall not be deemed to be in control of the operations of any Debtors or to be acting as a "controlling person," "responsible person" or "owner or operator" with respect to the operation or management of any Debtors (as such term, or any similar terms, are used in the Internal Revenue Code, the United States Comprehensive Environmental Response, Compensation and Liability

Act, as amended, or any similar Federal or state statute), and (ii) shall not owe any fiduciary duty to the Debtors, their creditors or their estates and shall not constitute or be deemed to constitute a joint venture or partnership with any Debtor.

18. No Marshaling/Application of Proceeds. Upon entry of the Final Order and to the extent provided for therein, neither the Adequate Protection Parties nor the Prepetition Collateral shall be subject to the equitable doctrine of "marshaling" nor any other similar doctrine with respect to any of the Prepetition Collateral, as the case may be, and proceeds shall be received and applied in accordance with this Interim Order notwithstanding any other agreement or provision to the contrary.

19. Section 552(b). Upon entry of the Final Order and to the extent provided for therein, the Adequate Protection Parties shall each be entitled to all of the rights and benefits of section 552(b) of the Bankruptcy Code, and the "equities of the case" exception under section 552(b) of the Bankruptcy Code shall not apply to any of the Adequate Protection Parties with respect to proceeds, product, offspring or profits of any of the Prepetition Collateral; provided, however, that the Debtors shall not be permitted to assert the "equities of the case" exception under section 552(b) of the Bankruptcy Code against any of the Adequate Protection Parties from and after entry of this Order until entry of the Final Order.

20. Rights Preserved. Notwithstanding anything herein to the contrary, the entry of this Order is without prejudice to, and does not constitute a waiver of, expressly or implicitly: (a) the applicable Representative's and Debtors' right to seek any other or supplemental relief relating to the matters set forth in this Order, including the right to seek additional adequate protection (without prejudice to any other person's right to object to or otherwise oppose such additional adequate protection); (b) any rights of the applicable Representative or Debtors with respect to any plan of reorganization or liquidation filed in these Chapter 11 Cases; or (c) any of

the rights of the applicable Representative or the Debtors (except in the case of the succeeding clause (i)) under the Bankruptcy Code or under non-bankruptcy law, including, without limitation, the right to (i) request modification of the automatic stay of section 362 of the Bankruptcy Code, (ii) request dismissal of any of the Chapter 11 Cases or a Successor Case, conversion of any of the Cases to cases under chapter 7, or appointment of a chapter 11 trustee or examiner with expanded powers, or (iii) propose, subject to the provisions of section 1121 of the Bankruptcy Code, a chapter 11 plan or plans. This Interim Order shall not be deemed to be an amendment or modification to the applicable Loan Documents, and shall not be deemed to have in any way modified the scope, nature, extent, or amount of the Prepetition Collateral, prepetition liens, prepetition claims, prepetition interests, or prepetition rights held by, granted, or purported to be granted ,to Adequate Protection Parties. Furthermore, nothing contained in this Order shall be treated as a final adjudication or as an admission by any Adequate Protection Party or Representative, or the Debtors (except as otherwise expressly set forth in this Order) regarding the truth, accuracy or completeness of any fact or the applicability or strength of any legal or equitable claim, theory or defense and each Adequate Protection Party or their respective Representatives shall have standing to assert, and shall not be precluded or estopped from asserting, any challenge to any factual representation set forth herein or from asserting any legal or equitable claim, theory or defense against the Debtors or their estates including that rents are not property of the estate and do not constitute cash collateral. All of the parties subject hereto reserve all of their rights and defenses with respect to any of the foregoing.

21. Section 507(b) Reservation. Nothing herein shall impair or modify the application of section 507(b) of the Bankruptcy Code in the event that the adequate protection provided to the Representatives hereunder is insufficient to compensate for any diminution in value of their respective Prepetition Collateral during the Chapter 11 Cases or any Successor

Cases. Nothing contained herein shall be deemed a finding by the Court, or an acknowledgement by any of the Representatives, that the adequate protection granted herein does in fact adequately protect the Adequate Protection Parties against any diminution in value of their respective interest in the Prepetition Collateral.

22. No Lien Alteration. The receipt by the Debtors of any Cash Collateral or other proceeds of Collateral shall not, and shall not be deemed to, affect, alter, or otherwise modify the validity, priority or perfection of any liens in and/or claims against such Cash Collateral or other proceeds and such liens and claims shall continue to exist in and against such Cash Collateral or other proceeds in the possession of the Debtors, in each case with the same validity, priority and perfection as existed immediately prior to such receipt by the Debtors; it being agreed that nothing in this paragraph shall limit the Debtors' use of Cash Collateral otherwise permitted hereunder.

23. Proofs of Claim. The Representatives will not be required to file proofs of claim in any of the Chapter 11 Cases or Successor Cases for the claims relating to their respective Loan Obligations. Any order entered by the Court in relation to the establishment of a bar date for any claim (including, without limitation, administrative claims) in any Chapter 11 Cases or Successor Cases shall not apply to the Representatives.

24. Good Faith. The Representatives have acted in good faith in connection with this Interim Order and their reliance on this Order is in good faith.

25. Binding Effect. The provisions of this Order shall be binding upon and inure to the benefit of the Adequate Protection Parties, the Debtors, and their respective successors and assigns, including any trustee or other fiduciary hereafter appointed in the Chapter 11 Cases or any Successor Cases as a legal representative of the Debtors or the Debtors' estates.

26. Survival. Subject to the express reservations set forth in this Order, the Debtors' stipulations set forth in this Order shall survive the Termination Date and/or entry of any order: (a) confirming any plan of reorganization in any of the Chapter 11 Cases unless and to the extent that the applicable confirmation order or confirmed plan of reorganization expressly provides otherwise and such confirmation order has become a final order and the effective date has occurred under such confirmed plan of reorganization; (b) converting any of the Chapter 11 Cases to a case under chapter 7 of the Bankruptcy Code; (c) dismissing any of the Chapter 11 Cases or any Successor Cases; or (d) pursuant to which this Court abstains from hearing any of the Chapter 11 Cases or Successor Cases. Upon entry of the Final Order, to the extent set forth therein, the terms and provisions of the Final Order, including the claims, liens, security interest, and other protections granted to the Adequate Protection Parties pursuant to such order, shall continue in the Chapter 11 Cases, in any Successor Cases, or following dismissal of the Chapter 11 Cases or any Successor Cases, and shall maintain their priority, validity, and perfection as provided by such order until the Adequate Protection Obligations (if any) have been satisfied in accordance with the Bankruptcy Code.

27. Immediate Effect. This Order shall constitute findings of fact and conclusions of law and shall take effect and be fully enforceable immediately upon execution hereof. The fourteen (14) day stay provisions of Bankruptcy Rule 6004(h) are waived and shall not apply to this Order.

28. Notice. The Debtors shall, within three (3) business days of entry of this Order, mail copies of a notice of the entry of this Order, together with a copy of this Order and a copy of the Motion, to the parties having been given notice of the Preliminary Hearing, to any party which has filed prior to such date a request for notices with this Court and to counsel for any statutory committee appointed pursuant to section 1102 of the Bankruptcy Code. The notice of

entry of this Order shall state that (a) any party in interest objecting to the use of the Cash Collateral and/or entry of the Final Order shall file written objections with the United States Court Clerk for the Southern District of New York no later than 5:00 p.m. prevailing Eastern Time on the business day immediately following fourteen (14) days after the date of entry of this Order, and objections shall be served so that the same are received on or before such date by: (i) Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attention: Paul M. Basta (paul.basta@kirkland.com) and Leonard Klingbaum (leonard.klingbaum@kirkland.com), and Kirkland & Ellis LLP, 300 North LaSalle, Chicago, Illinois 60654, Attention: Anup Sathy, P.C. (anup.sathy@kirkland.com) and Marc Carmel (marc.carmel@kirkland.com), counsel to the Debtors; (ii) the Office of the United States Trustee for the Southern District of New York, 33 Whitehall Street, 21st Floor, New York, New York 10004; (iii) Haynes and Boone, LLP, 1221 Avenue of the Americas, 26th Floor, New York, New York 10020, Attention: Lawrence Mittman (lawrence.mittman@haynesboone.com) and Lenard Parkins (lenard.parkins@haynesboone.com), counsel to the Fixed Rate Representative; (iv) Arnold & Porter LLC, 555 Twelfth Street, NW, Washington, D.C. 20004-1206, Attention Marc A. Daniel, Esq. (marc.daniel@aporter.com), counsel to Five Mile Capital Partners LLC; (v) Dechert LLP, 1095 Avenue of the Americas, New York, New York 10036, Attention: Michael J. Sage (michael.sage@dechert.com) and Brian E. Greer (brian.greer@dechert.com), counsel to Lehman ALI, Inc.; (vi) Duane Morris LLP, One Market Plaza, Spear Tower, Suite 2200, San Francisco, California 94105-1127, Attention: Phillip Wang, Esq. (pwang@duanemorris.com), counsel to LNR Partners, Inc. and Merril Lynch; and (v) Perkins Coie LLP, 1888 Century Park E. Suite 1700, Los Angeles, CA 90067-1721, Attention: Mark Birnbaum (mbirnbaum@perkinscoie.com) and Beth Understahl (BUnderstahl@perkinscoie.com), counsel to CWCapital Performing Loan Management – CMBS

and Centerline; and (b) a Final Hearing to consider entry of the Final Order shall be held on August 12, 2010 at 2:00 p.m. prevailing Eastern Time.

Dated: July 20, 2010
New York, New York

/s/Shelley C. Chapman
United States Bankruptcy Judge

SCHEDULE 1

1. Grand Prix Ft. Lauderdale LLC
2. Grand Prix Addison (RI) LLC
3. Grand Prix Altamonte LLC
4. Grand Prix Arlington LLC
5. Grand Prix Atlanta LLC
6. Grand Prix Atlanta (Peachtree Corners) LLC
7. Grand Prix Bellevue LLC
8. Grand Prix Binghamton LLC
9. Grand Prix Bothell LLC
10. Grand Prix Campbell/San Jose LLC
11. Grand Prix Cherry Hill LLC
12. Grand Prix Chicago LLC
13. Grand Prix Denver LLC
14. Grand Prix Englewood/Denver South LLC
15. Grand Prix Fremont LLC
16. Grand Prix Gaithersburg LLC
17. Grand Prix Lexington LLC
18. Grand Prix Livonia LLC
19. Grand Prix Louisville (RI) LLC
20. Grand Prix Lynnwood LLC
21. Grand Prix Mountain View LLC
22. Grand Prix Portland LLC
23. Grand Prix Richmond LLC
24. Grand Prix Richmond (Northwest) LLC
25. Grand Prix Saddle River LLC
26. Grand Prix San Jose LLC
27. Grand Prix San Mateo LLC
28. Grand Prix Shelton LLC
29. Grand Prix Sili I LLC
30. Grand Prix Sili II LLC
31. Grand Prix Tukwila LLC
32. Grand Prix Windsor LLC
33. Grand Prix Horsham LLC
34. Grand Prix Columbia LLC
35. Grand Prix Germantown LLC
36. Grand Prix Islandia LLC
37. Grand Prix Lombard LLC
38. Grand Prix Naples LLC
39. Grand Prix Schaumberg LLC
40. Grand Prix Westchester LLC
41. Grand Prix Willow Grove LLC
42. Grand Prix Belmont LLC
43. Grand Prix El Segundo LLC
44. Grand Prix Las Colinas LLC
45. Grand Prix Mt. Laurel LLC
46. Grand Prix Fixed Lessee LLC

SCHEDULE 2

1. KPA/GP Valencia LLC
2. Grand Prix West Palm Beach LLC
3. KPA/GP Ft. Walton Beach LLC
4. Grand Prix Ft. Wayne LLC
5. Grand Prix Indianapolis LLC
6. KPA/GP Louisville (HI) LLC
7. Grand Prix Bulfinch LLC
8. Grand Prix Woburn LLC
9. Grand Prix Rockville LLC
10. Grand Prix East Lansing LLC
11. Grand Prix Grand Rapids LLC
12. Grand Prix Troy (Central) LLC
13. Grand Prix Troy (SE) LLC
14. Grand Prix Atlantic City LLC
15. Grand Prix Montvale LLC
16. Grand Prix Morristown LLC
17. Grand Prix Albany LLC
18. Grand Prix Addison (SS) LLC
19. Grand Prix Harrisburg LLC
20. Grand Prix Ontario LLC
21. Grand Prix Floating Lessee, LLC

SCHEDULE 3

1. KPA HS Anaheim LLC
2. Grand Prix Anaheim Orange Lessee LLC

SCHEDULE 4

1. KPA RIMV LLC
2. Grand Prix RIMV Lessee LLC

SCHEDULE 5

1. KPA RIGG LLC
2. Grand Prix RIGG Lessee LLC

SCHEDULE 6

1. KPA HI Ontario LLC
2. Grand Prix Ontario Lessee LLC

SCHEDULE 7[4]

1. KPA Washington DC DT LLC
2. Grand Prix General Lessee LLC

[4] For each of the Loan Documents relating to the Merrill Debtors, the operating tenant, Grand Prix General Lessee LLC, did not execute the applicable loan agreement, mortgage or assignment of leases or rents. Such entity only executed the cash management agreement and a subordination and attornment agreement.

SCHEDULE 8[5]

1. KPA Tysons Corner RI LLC
2. Grand Prix General Lessee LLC

[5] For each of the Loan Documents relating to the Merrill Debtors, the operating tenant, Grand Prix General Lessee LLC, did not execute the applicable loan agreement, mortgage or assignment of leases or rents. Such entity only executed the cash management agreement and a subordination and attornment agreement.

SCHEDULE 9[6]

1. KPA San Antonio HS LLC
2. Grand Prix General Lessee LLC

[6] For each of the Loan Documents relating to the Merrill Debtors, the operating tenant, Grand Prix General Lessee LLC, did not execute the applicable loan agreement, mortgage or assignment of leases or rents. Such entity only executed the cash management agreement and a subordination and attornment agreement.

SCHEDULE 10

13-Week Forecast Attached

Cash Flow Forecast

($'s in 000's)

	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast
Week ending	7/24/2010	7/31/2010	8/7/2010	8/14/2010	8/21/2010	8/28/2010	9/4/2010	9/11/2010	9/18/2010	9/25/2010	10/2/2010	10/9/2010	10/16/2010	Total
Week:	1	2	3	4	5	6	7	8	9	10	11	12	13	13 Weeks
Revenue and tax receipts	**$ 7,035**	**$ 6,977**	**$ 6,550**	**$ 6,470**	**$ 6,403**	**$ 6,255**	**$ 5,507**	**$ 5,229**	**$ 6,408**	**$ 6,414**	**$ 6,073**	**$ 6,525**	**$ 6,331**	**$ 82,178**
Property level														
Payroll and related	$ 2,300	$ -	$ 2,372	$ -	$ 2,334	$ -	$ 2,305	$ -	$ 2,278	$ -	$ 2,336	$ -	$ 2,376	$ 16,302
Franchise fees	-	-	-	78	-	1,203	93	-	-	1,652	92	-	-	3,117
Utility costs	388	386	393	390	392	386	366	351	398	396	396	413	406	5,061
Third party management & related fees	-	-	-	-	679	-	-	-	-	656	-	-	-	1,335
All other expenses	-	250	156	95	1,488	1,265	1,257	1,174	1,437	1,201	1,226	1,131	1,259	11,938
Total property level	**$ 2,688**	**$ 637**	**$ 2,921**	**$ 563**	**$ 4,893**	**$ 2,855**	**$ 4,020**	**$ 1,524**	**$ 4,112**	**$ 3,904**	**$ 4,050**	**$ 1,544**	**$ 4,041**	**$ 37,753**
Rent, Taxes and Insurance														
Ground rent	$ -	$ 18	$ -	$ -	$ -	$ 18	$ -	$ -	$ -	$ 18	$ -	$ -	$ -	$ 55
Property taxes	-	823	-	-	97	653	-	111	-	1,947	-	96	-	3,726
Franchise taxes	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Occupancy/sales taxes	801	1,232	-	123	1,476	861	-	-	117	1,401	817	-	135	6,961
Insurance payments	-	336	-	-	-	166	-	-	-	166	-	-	-	668
Total Rent, Taxes and Insurance	**$ 801**	**$ 2,408**	**$ -**	**$ 123**	**$ 1,572**	**$ 1,698**	**$ -**	**$ 111**	**$ 117**	**$ 3,532**	**$ 817**	**$ 96**	**$ 135**	**$ 11,411**
Capital Expenditures and Initiatives														
Maintenance/emergency CAPEX (c)	$ 96	$ 95	$ 89	$ 88	$ 87	$ 85	$ 75	$ 71	$ 87	$ 87	$ 83	$ 89	$ 86	$ 1,121
PIP Renovations - Paid	-	-	-	-	-	-	-	-	-	-	-	-	-	-
PIP Renovations - Funded from escrow	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Cycle Renovations	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Capital Expenditures and Initiatives	**$ 96**	**$ 95**	**$ 89**	**$ 88**	**$ 87**	**$ 85**	**$ 75**	**$ 71**	**$ 87**	**$ 87**	**$ 83**	**$ 89**	**$ 86**	**$ 1,121**
Corporate Overhead														
Payroll and related	$ 150	$ -	$ 145	$ -	$ 145	$ -	$ 145	$ -	$ 145	$ -	$ 145	$ -	$ 145	$ 1,020
All other overhead	-	-	115	144	114	43	165	63	189	53	115	63	43	1,105
Total Corporate Overhead	**$ 150**	**$ -**	**$ 260**	**$ 144**	**$ 259**	**$ 43**	**$ 310**	**$ 63**	**$ 334**	**$ 53**	**$ 260**	**$ 63**	**$ 188**	**$ 2,125**
Other Disbursements														
Utility deposits (d)	$ -	$ -	$ 674	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 674
Vendor deposits (e)	-	2,073	-	-	-	-	-	-	-	-	-	-	-	2,073
DIP fees and interest	-	-	-	-	-	-	-	-	1,060	85	85	85	85	1,402
Total Other Disbursements	**$ -**	**$ 2,073**	**$ 674**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 1,060**	**$ 85**	**$ 85**	**$ 85**	**$ 85**	**$ 4,149**
Professional fees (f)	-	-	-	-	-	-	-	-	$ 5,424	$ -	$ -	$ 2,232	$ -	$ 7,656
Total Disbursements	**$ 3,734**	**$ 5,214**	**$ 3,945**	**$ 918**	**$ 6,811**	**$ 4,681**	**$ 4,406**	**$ 1,770**	**$ 11,134**	**$ 7,662**	**$ 5,296**	**$ 4,109**	**$ 4,535**	**$ 64,214**
Beginning cash balance	$ 5,000	$ 8,301	$ 10,064	$ 12,669	$ 18,221	$ 17,813	$ 19,387	$ 20,488	$ 23,947	$ 9,157	$ 7,909	$ 8,687	$ 11,104	$ 5,000
Net cash flow	3,301	1,763	2,605	5,552	(409)	1,574	1,101	3,459	(4,726)	(1,248)	778	2,417	1,796	17,964
Cash Balance before Excess Cash Distribution	8,301	10,064	12,669	18,221	17,813	19,387	20,488	23,947	19,221	7,909	8,687	11,104	12,900	22,964
Gross Excess Cash to Distribute									(10,064)				(19,387)	
Less: Expense Reserve	-	-	-	-	-	-	-	-	-	-	-	-	11,487	
Distribution of Excess Cash (g)	-	-	-	-	-	-	-	-	(10,064)	-	-	-	(7,900)	(17,964)
Ending cash balance	$ 8,301	$ 10,064	$ 12,669	$ 18,221	$ 17,813	$ 19,387	$ 20,488	$ 23,947	$ 9,157	$ 7,909	$ 8,687	$ 11,104	$ 5,000	$ 5,000
DIP														
Outstanding DIP Balance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 65,000	$ 65,000	$ 65,000	$ 65,000	$ 65,000	
Interest rate on DIP									6.75%	6.75%	6.75%	6.75%	6.75%	

Notes:

a) Operating expenses are highly correlative to occupancy levels at the hotel properties and to the extent that occupancy levels vary from the Company's forecast, expense levels will vary as well.

b) Other operating expenses show current payments for Aetna claims, worker's compensation claims, and health insurance premiums for the first four weeks. After that, payments reflect post-petition payments.

c) Maintenance CAPEX estimated at 1.5% of revenue to represent non-PIP spending for emergencies.

d) Utility deposits based on an estimated two weeks spending using the average of last three months weekly payments.

e) Vendor deposits based on 1 month of deposits needed based on estimated 40% of weekly operating expenses (25% of weekly is F&B plus 15% other).

f) Professional fees assume no fees are paid for the first 60 days, and then payments are based on 80% of estimated costs with a catchup in week 9.

g) Excess cash flow paid out 45 days after the end of every month, beginning on day 75.