

UNITED STATES BANKRUPTCY COURT  
MIDDLE DISTRICT OF FLORIDA  
TAMPA DIVISION

THE OCALA SHOPPES LLC,  
  
Debtor.

Case No: 8:13-bk-00125-MGW  
  
Chapter 11

**FINAL ORDER AUTHORIZING DEBTOR'S USE OF  
CASH COLLATERAL AND PROVIDING ADEQUATE PROTECTION**

THIS CASE came before the Court for a final hearing on March 6, 2013, at 9:30 a.m. (the "**Hearing**"), upon the *Debtor's Emergency Motion for Entry of Interim and Final Orders Authorizing Use of Cash Collateral and Providing Adequate Protection* (Doc. No. 20) (the "**Motion**") filed by The Ocala Shoppes LLC (the "**Debtor**"). The Court previously entered its *Interim Order Authorizing Debtor's Use of Cash Collateral and Granting Replacement Liens* (Doc. No. 36), *Amended Second Interim Order Authorizing Debtor's Use of Cash Collateral and Granting Replacement Liens* (Doc. No. 59), and *Third Interim Order Authorizing Debtor's Use of Cash Collateral and Providing Adequate Protection* (Doc. No. 86) (together, the "**Interim Orders**") each (i) authorizing the Debtor's immediate use of property that may constitute "cash collateral" (as that term is defined in Section 363(a) of the Bankruptcy Code) ("**Cash Collateral**") derived from the Debtor's leasing operations of retail and office space known as Market Street at Heath Brook located at 4414 Southwest College Road, Ocala, Florida (the "**Property**") *nunc pro tunc* to January 7, 2013 (the "**Petition Date**"), (ii) providing certain adequate protection of the interest of Bank of America ("**BOA**") in any Cash Collateral, and (iii) scheduling further hearings.

On February 8, 2013, the Debtor filed *Debtor's Motion for Order Authorizing and Approving Plan Support Agreement* (the "**9019 Motion**") (Doc. No. 60). The 9019 Motion sought the Court's approval of the terms of a Plan Support Agreement and the terms of a Plan Term Sheet executed by the Debtor and BOA which provide for, among other things, (a) a resolution of any claims and controversies between the Debtor and BOA regarding the use of funds possessed by BOA that the Debtor contended are or should be deemed to be Cash Collateral, (b) a foundation upon which a plan of reorganization/liquidation (the "**Plan**") for the Debtor will be formulated through which the Property will be marketed and sold or conveyed through bidding procedures and an auction process, (c) the support of BOA for the Plan, (d) a resolution of all claims and controversies asserted in a foreclosure action filed by BOA that was pending on the Petition Date, and (e) a timeline for the conduct of this chapter 11 case and the disposition of the Property in a manner that the Debtor and BOA believe will provide the greatest opportunity to maximize the value of the Debtor's assets. A final hearing to consider and approve the 9019 Motion was held on March 6, 2013 at 9:30 a.m. (the "**Final Approval Hearing**"), and on March 12, 2013, this Court entered its *Amended Order Granting Debtor's Motion for Order Authorizing and Approving Plan Support Agreement* (Doc. No. 92) (the "**9019 Order**") approving the Plan Support Agreement which included an agreement by the Debtor and BOA regarding the entry of a final order authorizing the Debtor's use of Cash Collateral on a final basis through and including June 30, 2013.

The Court was further advised that the Debtor had proposed to BOA a final budget for the period through and including June 30, 2013 reflecting projected income and expenses for that time period and that, subject to the terms and conditions contained in this final cash collateral

order, BOA had approved the final budget and the continued use of Cash Collateral by the Debtor. Without objection, counsel for the Debtor made other proffers in support of the Motion. The Court, having considered the Motion, the arguments and proffers of counsel, the record, and for the reasons stated orally and recorded in open court that shall constitute the Court's decision, as if fully incorporated herein, finds it appropriate to enter this final order (the "**Final Order**"). Accordingly, it is

**ORDERED:**

1. The Motion is **GRANTED** and subject to the terms and conditions of this Final Order, the Debtor is authorized, *nunc pro tunc* to the Petition Date, to use Cash Collateral for ordinary expenses in compliance with the budget attached hereto as **Exhibit "A"** (the "**Budget**"), but only until June 30, 2013. Without the express written consent of BOA, the Debtor shall not exceed any individual line item in the Budget by more than ten percent (10%) and shall not exceed the Budget, cumulatively, by more than ten percent (10%).

2. In addition to the line item expenses included in the Budget, to the extent not otherwise provided in the Budget, the Debtor is authorized to use Cash Collateral (a) to the extent needed to provide adequate assurance of payment to utility service providers pursuant to Section 366 of the Bankruptcy Code as may be approved by separate order of this Court, or by agreement among the Debtor, BOA, and any respective utility service provider, and (b) to pay any and all expenses incurred in connection with the remediation of sinkholes or stormwater retention facilities at the Property (the "**Remediation Project**") as may be required or necessary to the extent such expenses are approved by BOA, including the reasonable costs and expenses charged by Bay Area Sinkhole Investigation and Civil Engineering ("**BASIC**"), a consultant

engaged by BOA to investigate and recommend and assist in the implementation program with respect to the Remediation Project. To the extent property that may constitute Cash Collateral is in BOA's possession as a result of receipt of rents from the Property collected prior to the Petition Date, such Cash Collateral may be used to pay the expenses associated with the Remediation Project and BOA may disburse such funds in its possession for such purposes. The Debtor and BOA will cooperate in completing the Remediation Project as effectively and expeditiously as possible.

3. The Debtor shall timely perform all obligations of a debtor-in-possession required by the Bankruptcy Code, Federal Rules of Bankruptcy Procedure, and the orders of this Court (including, but not limited to, the Interim Orders).

4. Upon reasonable notice, and provided that it does not unreasonably interfere with the business of the Debtor, the Debtor shall grant to BOA reasonable access to the Debtor's business records and premises for review and inspection. The Debtor shall furnish to BOA financial and other information as BOA shall reasonably request.

5. In addition to any existing rights and interests of BOA in property that may constitute Cash Collateral and for the purpose of providing adequate protection of any interest of BOA, BOA is hereby granted as of the Petition Date a replacement lien and re-granted thereafter replacement liens in Cash Collateral acquired by the Debtor after the Petition Date to the same extent, validity, priority, and amount as BOA held as of the Petition Date, which replacement liens shall be deemed perfected without the need for further action.

6. This Final Order is without prejudice to the rights of the Debtor, BOA, or any other party in interest with respect to the matters set forth in the Motion and this Final Order.

7. Debtor shall maintain insurance coverage for the Property in accordance with the obligations under the loan and security documents with BOA.

8. As additional adequate protection to BOA, the Debtor shall provide or continue to provide on a weekly basis profit and loss statements on a cash basis to counsel for BOA, Jeffrey W. Warren, Esquire, (jwarren@bushross.com) and John C. Leininger, Esquire, (John.Leininger@BryanCave.com) by 5:00 p.m. (EST) on Friday of the following week. The Debtor shall also provide BOA with a copy of the Debtor's monthly operating reports ("**MOR**") at the same time such MOR is provided to the Office of the United States Trustee.

9. Replacement Lien. Subject to the provisions of this Final Order and the Interim Orders, as adequate protection of any interest of BOA in the Cash Collateral, the Court finds that (a) pursuant to Section 552(b) of the Bankruptcy Code, BOA's lien and security interest in rents extends to rents acquired by the Debtor after the Petition Date, and (b) BOA is granted a replacement lien in other Cash Collateral of the Debtor to the same extent, validity, priority, and amount as existed on the Petition Date (the "**Replacement Liens**"). The Replacement Liens shall continue in full force and effect until BOA's Claims (defined below) have been indefeasibly paid in full in cash, including all principal and interest (in the case of interest to the extent an allowed component of BOA's Claims pursuant to § 506(b) of the Bankruptcy Code) or satisfied pursuant to a confirmed Plan as contemplated by the Plan Support Agreement. The grant of the Replacement Liens shall be supplemental to and in addition to, the security interest which BOA possesses in any pre-petition collateral, without the need to file or execute any document as may otherwise be required under applicable non-bankruptcy law. Specifically, the Replacement Liens shall be deemed perfected without the need for further action or filing by BOA or the Debtor.

The Replacement Liens granted to BOA pursuant to this Final Order will be prior and senior to all liens and encumbrances of (i) all other secured creditors in and to such property granted or arising subsequent to the date of this Final Order; (ii) any intercompany claim of the Debtor or non-debtor subsidiary or non-debtor affiliate of the Debtor; and (iii) any security interest or lien that is avoided or otherwise preserved for the benefit of the Debtor's estate pursuant to Section 551 of the Bankruptcy Code; provided, however, that the Replacement Liens granted to BOA pursuant to this Final Order shall not attach to any claims for relief under Chapter 5 of the Bankruptcy Code or the proceeds thereof.

10. Without Prejudice. This Final Order is without prejudice to the requests of BOA and the Debtor to seek additional or different adequate protection, restrictions, or authorization for the Debtor's use of Cash Collateral or any other right or remedy which may be available to BOA or the Debtor.

11. Enforcement. The Court shall retain jurisdiction to enforce the terms of this Final Order.

12. Other Non-Standard Terms or Conditions.

(i) Debtor's Acknowledgment of Indebtedness; Stipulations. As provided in the 9019 Order, the Debtor acknowledges and agrees that the claim in favor of BOA is valid in the principal amount set forth below:

Loan Facility	Loan Agreement Date	Principal Amount
Amended and Restated Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing	May 2, 2007	<b>\$99,239,895.74</b>

plus interest accruing prior to the Petition Date in the amount of \$22,221,538.53, plus late fees of \$89,002.44, and the reasonable fees, costs, expenses, and costs of collection (including, without limitation, reasonable attorneys' fees), incurred by BOA prior to the Petition Date (collectively the "**BOA's Claims**").

(ii) BOA's Claims are secured by valid, perfected, and unavoidable first priority security interests in all of the pre-petition collateral (as described in the *Notice of Filing Collateral Documents* (Doc. No. 80)) (collectively, the "**BOA Collateral**"); provided, however, for voting purposes only, BOA will be deemed to have a secured claim in the amount of \$60,000,000.00 and a general unsecured claim in the amount of \$50,000,000.00.

13. Challenge Period. Pursuant to the provisions of the 9019 Order, the Debtor acknowledges and agrees that it has no offsets, defenses, claims, or counterclaims against BOA, or BOA's officers, directors, employees, attorneys, representatives, parents, affiliates, predecessors, successors, or assigns, with respect to the pre-petition indebtedness due and owing to it or otherwise. However, the provisions of this Final Order will be without prejudice to the rights of any party in interest other than the Debtor ("**Party in Interest**") to challenge the validity, priority, or extent of BOA's Claims and/or BOA's interests in the BOA Collateral, whether under Sections 544, 547, 548, 549, 550, or 553 of the Bankruptcy Code, or otherwise seeking to avoid or recover any transfers received by BOA with respect to BOA's Claims and/or the BOA Collateral. Any such objection or complaint (as is applicable) shall set forth the basis for the objection or complaint, and the reason why BOA's Claims should not be allowed. If no such objection or complaint (as is applicable) is filed by a Party in Interest on or before the date

that is within thirty (30) days after the date of the entry of this Final Order or the 9019 Order, whichever is earlier (the “**Challenge Period**”), any and all challenges by a Party in Interest to BOA’s Claims or BOA’s security interests or liens against the BOA Collateral will be forever barred. Because the 9019 Order was entered on March 12, 2013, **the Challenge Period will expire on April 15, 2013**. The Challenge Period may only be extended with the written consent of BOA, or by order of the Court entered before the expiration of the Challenge Period.

14. Additional Adequate Protection. Based upon the entry of the 9019 Order:

(i) Nothing contained in this Final Order will be deemed to be the consent by BOA, whether express or implied, to any claims against the BOA Collateral or the post-petition Collateral under § 506(c) of the Bankruptcy Code.

(ii) As additional adequate protection to BOA, BOA is not subject to the equitable doctrine of “marshaling” or any other similar doctrine with respect to any of the BOA Collateral (whether pre-petition or post-petition). Additionally, BOA is 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 BOA with respect to proceeds, product, offspring, or profits of any of the BOA Collateral.

(iii) Notwithstanding any provision of this Final Order, in any of the Interim Orders, or the BOA applicable pre-petition loan documents to the contrary, BOA reserves, and this Final Order is without prejudice to, the rights to, among other things, claim additional interest (including default interest), fees and expenses (including, without limitation, professional fees and expenses) in an amount greater than the amounts provided for in this Final Order in the event the disposition of the BOA Collateral results in surplus funds after satisfaction of all claims



against the Debtor (a “**Surplus**”). In the event there is a Surplus, the Debtor will be directed and authorized to pay the post-petition out-of-pocket costs and expenses incurred by BOA within ten (10) days of submission of an invoice (including, without limitation, reasonable fees and expenses of counsel; any dispute as to the reasonableness of such fees will be subject to the jurisdiction of this Court).

15. Sale/Marketing of BOA Collateral; Plan Confirmation; Appointment of Sales Agent.

(i) As a condition to BOA’s consent to the Debtor’s use of Cash Collateral in the manner and for the periods provided in this Final Order, the Debtor will effectuate the sale/confirmation timetable set forth below and subject to accommodation of the Court’s calendar for the purposes of scheduling hearings and the entry of orders:

Event	Deadline
Obtain Approval of 9019 Motion	March 8, 2013 <sup>1</sup>
File Plan and Disclosure Statement	April 4, 2013
Entry of Disclosure Statement Approval Order	June 3, 2013
Entry of Order Confirming Plan	June 3, 2013
Effective Date of Plan	June 18, 2013

(ii) The Debtor will continue the employment and role of Holliday Fenoglio Fowler, L.P. (“**HFF**”), as the “Sales Agent” of the Debtor, to perform those additional duties and functions as set forth in the 9019 Motion, and the Debtor will be authorized to compensate HFF at the times and as provided in the Final Budget and in accordance with the terms of the order

---

<sup>1</sup> The original 9019 Order was timely entered.

approving the *Debtor's Application for Order Authorizing Employment of Holliday Fenoglio Fowler, L.P., as Real Estate Broker for Debtor* (Doc. No. 61).

16. Default; Termination of Cash Collateral Use. The Debtor is prohibited from using Cash Collateral absent further order of this Court upon BOA having first notified the Debtor, any committee, and the U.S. Trustee in writing that an Event Of Default has occurred and is continuing; provided, however, that to the extent the alleged Event Of Default is a payment default or otherwise susceptible to cure, BOA shall provide the Debtor and its counsel with written notice thereof and five (5) business days' opportunity to cure such default. If BOA believes that the Debtor has used Cash Collateral in a manner not consistent with the Final Order, BOA shall be permitted to seek relief including, without limitation, termination of the Debtor's use of Cash Collateral, on an emergency or expedited basis. Upon termination of the Debtor's right to use Cash Collateral pursuant to the terms of this Final Order, nothing in this Final Order shall be deemed to waive the right of the Debtor or any successor thereto, to bring a motion requesting that this Court authorize the use of Cash Collateral over the objection of BOA or any parties' rights to contest any such motion.

17. Miscellaneous.

(i) Any stay, modification, reversal, or vacation of any of the Interim Orders or this Final Order (as and to the extent applicable) will not affect the validity of any obligation of the Debtor to BOA incurred pursuant to the Interim Orders or the Final Order (as and to the extent applicable).

(ii) The provisions of this Final Order and any actions taken pursuant thereto shall survive entry of any order which may be entered (a) converting the chapter 11 case to a chapter 7 case, or (b) dismissing the chapter 11 case.

(iii) Notwithstanding any statement to the contrary, the Court will make no final determination as to the extent, validity, or priority of any lien or security interest held by BOA or the amount of BOA's Claims pending consideration, determination, and entry of the 9019 Order that is final and non-appealable.

18. The Court has jurisdiction over these proceedings pursuant to 28 U.S.C. § 1334 and this is a "core" proceeding within the meaning of 28 U.S.C. § 157. Venue is proper in this Court pursuant to 28 U.S.C. § 1408. Notice of the hearing on the Motion was adequate and appropriate under the circumstances of this chapter 11 case as contemplated by Section 102(1) of the Bankruptcy Code and Federal Rule of Bankruptcy Procedure 4001(b)(2).

19. Any use of Cash Collateral since the Petition Date in accordance with the Budget, the Interim Orders, and/or this Final Order will be authorized pursuant to the applicable provisions of Section 363(c) of the Bankruptcy Code and Federal Rule of Bankruptcy Procedure 4001(b)(2) as necessary to avoid immediate and irreparable harm to the estate and all adequate protection provided for therein will be enforceable to the extent of any use of Cash Collateral by the Debtor.

**DONE and ORDERED** in Chambers at Tampa, Florida, on March 27, 2013.



---

Michael G. Williamson  
United States Bankruptcy Judge

Copies furnished via ECF and/or BNC to:

**David S. Jennis**, Jennis & Bowen, P.L., 400 N. Ashley Drive, Suite 2540, Tampa, FL 33602  
**United States Trustee**, 501 E. Polk St., Ste. 1200, Tampa, FL 33602  
**Bank of America c/o Jeffrey W. Warren**, Bush Ross, P.A., P.O. Box 3913, Tampa, FL 33601-3913  
**Bank of America c/o John C. Leininger**, Bryan Cave, LLP, JP Morgan Chase Tower, 2200 Ross Avenue, Suite 3300, Dallas, TX 75201  
**Doc A. Blanchard**, Blanchard, Merriam, Adel & Kirkland, P.A., P.O. Box 1869, Ocala, FL 34478-1869  
**Judy B. Calton**, Honigman Miller Schwartz and Cohn, LLP, 660 Woodward Avenue, 2290 First National Building, Detroit, MI 48226  
**George Albright, Marion County Tax Collector**, McPherson Complex, 503 SE 25th Avenue, Ocala, FL 34471  
**The Shopping Center Group, LLC**, 300 Galleria Parkway, 12th Floor, Atlanta, GA 30339  
**Jones Lang LaSalle Florida Holdings, LP**, 200 East Randolph Drive, Chicago, IL 60601  
**Jos. A. Bank Clothiers, Inc.**, 500 Hanover Pike, Hampstead, MD 21074  
**Nuccio Heating & Air Conditioning, Inc.**, 6306 W. Linebaugh Avenue, Tampa, FL 33625  
**City of Ocala, Attn: Bill Bockewitz, Chair**, 151 SE Osceola Avenue, Ocala, FL 34471  
**Acousti Engineering Company of Florida**, 14100 NW 126th Terrace, Alachua, FL 32615  
**MRK Construction, Inc.**, 26650 Wesley Chapel Blvd., Lutz, FL 33559  
**Electric By Design, c/o William King, Esquire**, 1531 SE 36th Avenue, Ocala, FL 34471  
**RJ Interiors**, 1402 Valley Reserve Drive, NW, Kennesaw, GA 30152  
**LFI Fort Pierce, Inc., d/b/a Labor Finders, c/o Barry Kalmanson, Esquire**, 500 N. Maitland Avenue, Suite 305, Maitland, FL 32751  
**Muller Property Tax Advisors, Inc.**, 6120 NW 60<sup>th</sup> Terr, Parkland, FL 33067-4417  
**Heath Brook Master Association, Inc.**, c/o Leland Management, Inc., Registered Agent, 6972 Lake Gloria Blvd., 2180 West SR 434, Suite 5000, Orlando, FL 32809  
**L.B.R. 1007-2 Parties in Interest List**

EXHIBIT "A"

Budget Ocala Shoppes, LLC January - May 2013	January					February					March				
	Week 1	Week 2-Jan	Week 3-Jan	Week 4-Jan	Budget Total	Week 1st	Week 2nd	Week 3rd	Week 4th	Budget Total	Week 1st	Week 2nd	Week 3rd	Week 4th	Total
<b>RENT INCOME</b>															
Rent Retail	\$0	\$0	\$ -	\$66,934	\$66,934	\$25,050	\$25,050	\$ 5,454	\$0	\$55,554	\$25,050	\$25,050	\$ 6,262	\$0	\$56,362
Rent Office				\$ 47,318	\$47,318	\$ 47,761			\$ -	\$47,761	47761			\$ -	\$47,761
<b>Taxable Rent</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$114,252</b>	<b>\$114,252</b>	<b>\$72,811</b>	<b>\$25,050</b>	<b>\$5,454</b>	<b>\$0</b>	<b>\$103,315</b>	<b>\$72,811</b>	<b>\$25,050</b>	<b>\$6,262</b>	<b>\$0</b>	<b>\$104,123</b>
<b>NON-TAXABLE RENT</b>								<b>\$ 11,981</b>		<b>\$ 11,981</b>			<b>\$ 13,841</b>		<b>\$ 13,841</b>
<b>EXPENSE REIMBURSEMENT</b>															
CAM Estimate Charge	\$0	\$0	\$0	\$9,041	\$9,041	\$2,200	\$2,200	\$0	\$0	\$4,400	\$2,200	\$2,200	\$0	\$0	\$4,400
Insurance	\$0	\$0	\$0	\$828	\$828	\$249	\$249	\$0	\$0	\$498	\$249	\$249	\$0	\$0	\$498
Property Tax	\$0	\$0	\$0	\$3,040	\$3,040	\$892	\$891	\$0	\$0	\$1,783	\$892	\$891	\$0	\$0	\$1,783
<b>TOTAL REIMBURSEMENT</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$12,909</b>	<b>\$12,909</b>	<b>\$3,341</b>	<b>\$3,340</b>	<b>\$0</b>	<b>\$0</b>	<b>\$6,681</b>	<b>\$3,341</b>	<b>\$3,340</b>	<b>\$0</b>	<b>\$0</b>	<b>\$6,681</b>
<b>TOTAL RENT INCOME</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$127,161</b>	<b>\$127,161</b>	<b>\$76,152</b>	<b>\$28,390</b>	<b>\$5,454</b>	<b>\$0</b>	<b>\$109,996</b>	<b>\$76,152</b>	<b>\$28,390</b>	<b>\$6,262</b>	<b>\$0</b>	<b>\$110,804</b>
<b>OTHER INCOME</b>															
Miscellaneous Income					0					0					0
Sales Tax	\$ -	\$ -	\$ -	\$ 7,630	\$7,630	\$ 4,569	\$ 1,703	\$ 327	\$ -	\$6,600	\$ 4,569	\$ 1,703	\$ 376	\$ -	\$6,648
<b>TOTAL OTHER INCOME</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 7,630</b>	<b>\$ 7,630</b>	<b>\$ 4,569</b>	<b>\$ 1,703</b>	<b>\$ 327</b>	<b>\$ -</b>	<b>\$ 6,600</b>	<b>\$ 4,569</b>	<b>\$ 1,703</b>	<b>\$ 376</b>	<b>\$ -</b>	<b>\$ 6,648</b>
<b>TOTAL INCOME</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$134,791</b>	<b>\$134,791</b>	<b>\$80,721</b>	<b>\$30,093</b>	<b>\$17,762</b>	<b>\$0</b>	<b>\$128,577</b>	<b>\$80,721</b>	<b>\$30,093</b>	<b>\$20,479</b>	<b>\$0</b>	<b>\$131,293</b>
<b>EXPENSES</b>															
<b>EXPENSES RECOVERABLE</b>															
Community Association Dues															
Electricity	\$0		\$10,500		\$10,500	\$0		\$10,500		\$10,500	\$0		\$10,500		\$10,500
Fire Alarm				\$1,410	\$1,410				\$1,410	\$1,410				\$1,410	\$1,410
HVAC					\$0					\$0					\$0
Insurance			\$11,000		\$11,000			\$11,000		\$11,000			\$11,000		\$11,000
Janitorial			\$616		\$616			\$616		\$616			\$616		\$616
Landscaping	\$0	\$2,500	\$2,833		\$5,333	\$0	\$5,000	\$2,833		\$7,833	\$0	\$5,000	\$2,833		\$7,833
Maintenance	\$0	\$1,000	\$500	\$500	\$2,000	\$0	\$4,200	\$500	\$500	\$5,200	\$0	\$1,000	\$500	\$500	\$2,000
Management	\$0	\$0	\$0	\$5,392	\$5,392	\$3,229	\$1,204	\$710	\$0	\$5,143	\$3,229	\$1,204	\$9,010	\$0	\$13,442
Parking Lot	\$0	\$300	\$1,000	\$1,000	\$2,300	\$0	\$300	\$1,000	\$1,000	\$2,300	\$0	\$300	\$1,000	\$5,000	\$6,300
Property Tax				\$36,667	\$36,667				\$0	\$0				\$0	\$0
Roof					\$0					\$0					\$0
Signage	\$50				\$50	\$50				\$50	\$50				\$50
Security			\$5,500		\$5,500		\$5,500	\$0	\$5,500	\$11,000	\$5,800		\$5,800		\$11,600
Trash		\$2,300		\$2,300	\$4,600		\$2,300		\$2,300	\$4,600		\$2,600		\$2,600	\$5,200
Water & Sewer		\$0	\$254		\$254		\$0	\$254		\$254		\$0	\$254		\$254
Sales Tax			\$7,630		\$7,630			\$6,600		\$6,600			\$6,648		\$6,648
<b>Recoverable Expense</b>	<b>\$50</b>	<b>\$6,100</b>	<b>\$39,833</b>	<b>\$47,268</b>	<b>\$93,251</b>	<b>\$3,279</b>	<b>\$18,504</b>	<b>\$34,013</b>	<b>\$10,710</b>	<b>\$66,506</b>	<b>\$9,079</b>	<b>\$10,104</b>	<b>\$48,161</b>	<b>\$9,510</b>	<b>\$75,444</b>
<b>Payroll</b>															
Maintenance		\$ 2,100		\$ 2,105	\$ 4,205		\$ 1,950		\$ 1,955	\$ 3,905	\$ 1,950	\$ 1,950		\$ 1,955	\$ 5,855
Payroll Taxes				\$ 613	\$ 613				\$ 913	\$ 913				\$ 1,370	\$ 1,370
Workman's Comp									\$ 621	\$ 621					
<b>Total Payroll</b>	<b>\$ 2,100</b>			<b>\$ 2,718</b>	<b>\$ 4,818</b>	<b>\$ 1,950</b>			<b>\$ 3,489</b>	<b>\$ 5,439</b>	<b>\$ 1,950</b>			<b>\$ 3,325</b>	<b>\$ 5,275</b>
<b>RECOVERABLE EXPENSE</b>		<b>\$8,200</b>	<b>\$39,833</b>	<b>\$49,986</b>	<b>\$98,069</b>		<b>\$20,454</b>	<b>\$34,013</b>	<b>\$14,199</b>	<b>\$71,945</b>		<b>\$12,054</b>	<b>\$48,161</b>	<b>\$12,835</b>	<b>\$80,719</b>
<b>EXPENSE NON RECOVERABLE</b>															
Management N/R					\$0					\$0					\$0
Leasing Expense	\$0	\$0		\$0	\$0	\$0	\$0		\$0	\$0	\$0	\$0		\$0	\$0
Electric GAIC			\$4,600		\$4,600			\$4,600		\$4,600			\$4,600		\$4,600
Electric Webster			\$900		\$900			\$900		\$900			\$900		\$900



April					May				
Week 1st	Week 2nd	Week 3rd	Week 4th	Total	Week 1	Week 2-Jan	Week 3-Jan	Week 4-Jan	Total
\$25,020	\$25,020	\$ 9,638	\$0	\$59,678	\$25,020	\$25,020	\$ 7,616	\$0	\$57,656
\$ 47,761			\$ -	\$47,761	47761			\$ -	\$47,761
<b>\$72,781</b>	<b>\$25,020</b>	<b>\$9,638</b>	<b>\$0</b>	<b>\$107,439</b>	<b>\$72,781</b>	<b>\$25,020</b>	<b>\$7,616</b>	<b>\$0</b>	<b>\$105,417</b>
		\$ 17,367		\$ 17,367			\$ 12,781		\$ 12,781
\$2,200	\$2,200	\$0	\$0	\$4,400	\$2,200	\$2,200	\$0	\$0	\$4,400
\$249	\$249	\$0	\$0	\$498	\$249	\$249	\$0	\$0	\$498
\$892	\$891	\$0	\$0	\$1,783	\$892	\$891	\$0	\$0	\$1,783
<b>\$3,341</b>	<b>\$3,340</b>	<b>\$0</b>	<b>\$0</b>	<b>\$6,681</b>	<b>\$3,341</b>	<b>\$3,340</b>	<b>\$0</b>	<b>\$0</b>	<b>\$6,681</b>
<b>\$76,122</b>	<b>\$28,360</b>	<b>\$9,638</b>	<b>\$0</b>	<b>\$114,120</b>	<b>\$76,122</b>	<b>\$28,360</b>	<b>\$7,616</b>	<b>\$0</b>	<b>\$112,098</b>
				0					0
\$ 4,567	\$ 1,702	\$ 578	\$ -	\$6,847	\$ 4,567	\$ 1,702	\$ 457	\$ -	\$6,726
<b>\$ 4,567</b>	<b>\$ 1,702</b>	<b>\$ 578</b>	<b>\$ -</b>	<b>\$ 6,847</b>	<b>\$ 4,567</b>	<b>\$ 1,702</b>	<b>\$ 457</b>	<b>\$ -</b>	<b>\$ 6,726</b>
<b>\$80,689</b>	<b>\$30,062</b>	<b>\$27,583</b>	<b>\$0</b>	<b>\$138,334</b>	<b>\$80,689</b>	<b>\$30,062</b>	<b>\$20,854</b>	<b>\$0</b>	<b>\$131,605</b>
\$0		\$10,500		\$10,500	\$0		\$10,500		\$10,500
			\$1,410					\$1,410	
		\$11,000		\$11,000			\$11,000		\$11,000
		\$616		\$616			\$616		\$616
\$0	\$5,000	\$2,833		\$7,833	\$0	\$2,500	\$2,833	\$5,000	\$10,333
\$0	\$1,000	\$500	\$500	\$2,000	\$0	\$1,000	\$500	\$500	\$2,000
\$3,228	\$1,202	\$1,103	\$0	\$5,533	\$3,228	\$1,202	\$834	\$0	\$5,264
\$0	\$300	\$1,000	\$5,000	\$6,300	\$0	\$300	\$1,000	\$5,000	\$6,300
			\$0	\$0				\$0	\$0
\$50				\$50	\$50				\$50
\$5,800		\$5,800		\$11,600	\$5,800		\$5,800		\$11,600
	\$2,600		\$2,600	\$5,200		\$2,600		\$2,600	\$5,200
	\$0	\$254		\$254		\$0	\$254		\$254
		\$6,847		\$6,847			\$6,726		\$6,726
<b>\$9,078</b>	<b>\$10,102</b>	<b>\$40,454</b>	<b>\$9,510</b>	<b>\$67,734</b>	<b>\$9,078</b>	<b>\$7,602</b>	<b>\$40,063</b>	<b>\$14,510</b>	<b>\$69,843</b>
	\$ 3,100		\$ 3,105	\$ 6,205		\$ 3,100		\$ 3,105	\$ 6,205
			\$ 1,065	\$ 1,065				\$ 1,065	\$ 1,065
			\$ 1,000	\$ 1,000					
	<b>\$ 3,100</b>		<b>\$ 5,170</b>	<b>\$ 8,270</b>		<b>\$ 3,100</b>		<b>\$ 4,170</b>	<b>\$ 7,270</b>
	<b>\$13,202</b>	<b>\$40,454</b>	<b>\$14,680</b>	<b>\$76,004</b>		<b>\$10,702</b>	<b>\$40,063</b>	<b>\$18,680</b>	<b>\$77,113</b>
				\$0					\$0
\$0	\$14,000		\$0	\$14,000	\$0	\$14,000		\$0	\$14,000
		\$4,600		\$4,600			\$4,600		\$4,600
		\$900		\$900			\$900		\$900

April					May				
Week 1st	Week 2nd	Week 3rd	Week 4th	Total	Week 1	Week 2-Jan	Week 3-Jan	Week 4-Jan	Total
			\$867	\$867				\$867	\$867
			\$7,500	\$7,500				\$7,500	\$7,500
			\$260	\$260				\$260	\$260
	\$60,000			\$60,000		\$30,000			\$30,000
			\$0	\$0					\$0
<b>\$0</b>	<b>\$74,000</b>	<b>\$5,500</b>	<b>\$8,627</b>	<b>\$88,127</b>	<b>\$0</b>	<b>\$44,000</b>	<b>\$5,500</b>	<b>\$8,627</b>	<b>\$58,127</b>
\$0		\$800	\$1,500	\$2,300	\$0		\$800	\$1,500	\$2,300
\$25			\$25	\$25	\$25			\$25	\$25
\$7,500	\$7,500	\$7,500	\$7,500	\$30,000	\$7,500	\$7,500	\$7,500	\$7,500	\$30,000
\$0		\$0	\$2,000	\$2,000	\$0		\$0	\$2,000	\$2,000
			\$2,500	\$2,500				\$2,500	\$2,500
			\$5,000	\$5,000					
\$200			\$200	\$200	\$200				\$200
			\$40	\$40				\$40	\$40
\$7,725	\$7,500	\$8,300	\$18,540	\$42,025	\$7,725	\$7,500	\$8,300	\$13,540	\$37,025
			\$0	\$0					\$0
<b>\$72,964</b>	<b>-\$64,641</b>	<b>-\$26,670</b>	<b>-\$41,847</b>	<b>-\$67,821</b>	<b>\$72,964</b>	<b>-\$32,141</b>	<b>-\$33,009</b>	<b>-\$40,847</b>	<b>-\$40,660</b>
\$0				\$0	\$0				\$0
\$0				\$0	\$0				\$0
\$0				\$0	\$0				\$0
\$0				\$0	\$0				\$0
\$0			\$0	\$0	\$0			\$0	\$0
\$0			\$0	\$0	\$0			\$0	\$0
\$0			\$0	\$0	\$0			\$0	\$0