

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MARYLAND

)	
In re:)	
)	
COLLEGE PARK INVESTMENTS, LLC,)	Case No. 17-22678-TJC
)	
Debtor in possession.)	(Chapter 11)
)	

**DEBTOR’S MOTION FOR ORDER PURSUANT TO BANKRUPTCY CODE
SECTIONS 105(a), 361 AND 363 AND BANKRUPTCY RULES 2002 AND 4001
(I) AUTHORIZING DEBTOR TO USE CASH COLLATERAL,
(II) AUTHORIZING DEBTOR TO PROVIDE ADEQUATE PROTECTION,
AND (III) GRANTING CERTAIN RELATED RELIEF**

College Park Investments, LLC, debtor and debtor-in-possession (the “Debtor”) in the above-captioned case, respectfully files this Motion for Order Pursuant to Bankruptcy Code Sections 105(a), 361 and 363 and Bankruptcy Rules 2002 and 4001 (I) Authorizing Debtor to Use Cash Collateral, (II) Authorizing Debtor to Provide Adequate Protection, and (III) Granting Certain Related Relief (the “Motion”), and in support thereof states as follows:

Bankruptcy Rule 4001 Introductory Statement

1. The Debtor is the owner of a 6-unit residential apartment project located at 7302 Yale Avenue, College Park, Maryland 20740 (the “Property”). The Debtor anticipates filing motions and applications relating to the marketing and sale of the Property. Accordingly, the use of cash collateral in the form of existing cash and rents generated from the Property (as outlined below) to maintain the Property through at least the sale of the Property is in the best interests of all creditors, residents, and other parties in interest.

2. By this Motion, the Debtor requests the entry of interim and final orders authorizing the Debtor to, among other things, use the cash collateral of (a) City First Bank of DC, N.A. (“City First”), which holds a first priority perfected lien and security

interest on cash collateral securing a claim in the principal amount of \$2,077,277, pursuant to Section 363 of 11 U.S.C. §§ 101, *et seq.* (the “Bankruptcy Code”), in accordance with the cash collateral budget (the “Budget”) attached hereto as **Exhibit A**.

3. The material provisions of the proposed use of City First’s cash collateral (the “Cash Collateral”), are set forth in the following sections of the proposed interim order (the “Interim Order”) granting the relief sought herein:

- a. Debtor. College Park Investments, LLC
- b. Secured Creditor. City First Bank of DC, N.A.
- c. Use of Cash Collateral. The cash collateral will be used solely for the operation and preservation of the Property to the extent and in the amounts set forth in the Budget.
- d. Adequate Protection. City First shall be provided with the following adequate protection under the Interim Order: (i) monthly payments to City First in the amount of \$3,577.53,¹ (ii) a replacement lien on all the post-petition assets of the Debtor pursuant to section 361 of the Bankruptcy Code to the extent of diminution in the value of City First’s interest in Cash Collateral; and (iii) administrative priority expense claims pursuant to section 507(b) of the Bankruptcy Code, to the extent there is a diminution in the value of City First’s interest in Cash Collateral. The lien and administrative claim provided to City First under the Interim Order shall be senior in priority to the statutory tax liens of Prince George’s County, Maryland and SSC6-MD, LLC. The replacement liens and administrative priority claims shall not attach to any causes of action of the Debtor arising under chapter 5 of the Bankruptcy Code. *See* Proposed Interim Order at ¶5.
- e. Waiver of Applicable Nonbankruptcy Law Relating to Perfection on Property of the Estate. The Interim Order is deemed to be sufficient and conclusive evidence of the priority, perfection, and validity of the post-petition lien and security interest granted therein, effective as of the Petition Date, without any further act and without regard to any other federal, state, or local requirements or law requiring notice, filing, registration, recording or possession of the subject collateral, or other act

¹ This amount is less than the Debtor’s regular monthly payment to City First. It represents interest on the principal balance calculated at the rate of 2%.

to validate or perfect such security interest or lien. *See* Proposed Interim Order at ¶ 9.

4. As stated above, the Debtor is in the process of pursuing a sale of the Property which the Debtor anticipates will yield sufficient proceeds to pay all secured creditors in full and provide a distribution to unsecured creditors. As such, the Debtor requires the use of cash collateral to operate, preserve, and maintain the Property in the ordinary course of business through completion of the sale.

Jurisdiction

5. This Court has jurisdiction over the Motion pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 11 U.S.C § 157(b). Venue of this case in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

6. The relief sought by this Motion is based upon sections 105(a), 361, 362, and 363(c) of title 11 of the United States Code (the “Bankruptcy Code”) and Federal Rules of Bankruptcy Procedure 4001 and 9014.

The Chapter 11 Proceeding

7. On September 22, 2017 (the “Petition Date”), the Debtor filed with this Court a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtor is continuing in possession of its property and the management of its business as a debtor-in-possession under sections 1107 and 1108 of the Bankruptcy Code. No request has been made for the appointment of a trustee or examiner and no official creditors’ committee has been appointed in this case.

The Debtor And Its Business Operations

8. The Debtor is a limited liability company organized under the laws of Maryland. The Debtor is the owner of the Property, a six- unit apartment building located at 7302 Yale Avenue, College Park, Maryland. The building, which is typically rented by college students

attending the University of Maryland, is currently fully-occupied. The aggregate amount of the monthly rents generated from the leases (the “Rents”) is approximately \$14,700.

9. The Debtor intends to be filing in the near future an application for authority to retain a real estate broker to market the Property, as well as a motion providing for the sale of the Property.

Prepetition Obligations

10. The Debtor’s existing pre-petition indebtedness is comprised of a loan from City First, certain tax liens, and unsecured obligations to other creditors.

- a. Senior Secured Financing.* On June 12, 2008, City First extended a commercial loan to the Debtor, at which time the Debtor executed a Deed of Trust Note in the amount of \$1,500,000 (the “Original Note”). The Original Note was secured by a Deed of Trust and Security Agreement (the “Original Deed of Trust”). On June 27, 2011, the Debtor executed an Amended and Restated Deed of Trust Note (the “Amended Note”) in the amount of \$2,350,000. The Amended Note was secured by a First Amended Deed of Trust and Security Agreement of even date (the “Amended Deed of Trust”). The term of the Amended Note was five (5) years, with a twenty-five (25) year amortization. The interest rate was 5.75%. The amount due City First as of the petition date was \$2,077,277. The loan is secured by a first priority deed of trust against the Property, together with a lien on all of the other assets of the Debtor.
- b. Junior Liens.* Prince George’s County, Maryland has a statutory tax lien arising from the non-payment of real estate taxes in the amount of

\$69,686.27 as of the Petition Date. The tax lien rights were sold to SSC65-MD, LLC

- c. Unsecured Obligations.* In addition to the foregoing, there are priority and general unsecured claims against the Debtor existing as of the Petition Date in the approximate total amount of approximately \$70,000.

Relief Requested

11. The Debtor requires the use of the Cash Collateral in order to continue to operate, preserve and maintain the Property. Unless the Debtor is permitted to use Cash Collateral, it will be irreparably harmed because it will be unable to operate and manage its business and preserve and maintain the going concern value of the Property. The Debtor requires the use of Cash Collateral for the payment of, among other things, operating expenses including management fees, utilities expenses, maintenance expenses, and other expenses as more fully set forth in the Budget. The Debtor's use of Cash Collateral to operate its business will protect the value of the Property and the welfare of its residents.

Legal Basis for Use of Cash Collateral

12. Section 363(c)(2) of the Bankruptcy Code provides that a debtor may not use cash collateral unless the entity with an interest in the cash collateral consents or the court authorizes such use. Further, pursuant to section 363(c) of the Bankruptcy Code and Bankruptcy Rule 4001(b), the Court may conduct a preliminary hearing and authorize the use of cash collateral necessary to avoid immediate and irreparable harm to the estate pending a final hearing on the merits of the Motion.

13. The Debtor seeks the entry of interim and final orders allowing the use of the Cash Collateral to avoid irreparable harm to the estate. The Debtor's liquidity needs can be

satisfied only if the Debtor is authorized to continue to use cash collateral in the manner set forth in the proposed Budget and Interim Order. The Debtor's use of Cash Collateral consisting of existing cash and the post-petition Rents from the operation of its business in accordance with the Budget is fair and reasonable, and will enable the Debtor to continue operations and continue to pursue the sale of the Property as a going concern.

The Proposed Adequate Protection Should be Authorized

14. Section 363(e) of the Bankruptcy Code provides that, "on request of an entity that has an interest in property used ... or proposed to be used ... by [a debtor in possession], the court, with or without a hearing, shall prohibit or condition such use ... as is necessary to provide adequate protection of such interest." Section 361 of the Bankruptcy Code sets forth the forms of adequate protection, which include periodic cash payments, additional liens, replacement liens, and other forms of relief. 11 U.S.C. § 361. What constitutes adequate protection must be decided on a case-by-case basis. *See In re O'Connor*, 808 F.2d 1393, 139697 (10th Cir. 1987); *In re Martin*, 761 F.2d 472, 474 (8th Cir. 1985); *Shaw Indus. v. First Nat'l Bank (In re Shaw Indus., Inc.)*, 300 B.R. 861, 865-66 (Banks. W.D. Pa. 2003) (*quoting In re Sharon Steel Corp.*, 159 B.R. 165, 169 (Bankr. W.D. Pa. 1993)). The requirement is intended to protect a secured creditor from the diminution of the value of its interest in the particular collateral during the period of use. *See In re Swedeland Bev. Group, Inc.*, 16 F.3d 552, 564 (3d Cir. 1994) (recognizing that new protections might be sufficient for "the whole purpose of adequate protection for a creditor is to insure that the creditor receives the value for which he bargained prebankruptcy") (citation omitted).

15. The adequate protection provided under the proposed Interim Order granting (i) a monthly cash payment to City First of \$3,577.53, (ii) replacement liens on all the post-petition

assets of the Debtor pursuant to section 361 of the Bankruptcy Code, and (iii) administrative priority expense claims pursuant to section 507(b) of the Bankruptcy Code, to the extent there is a diminution in the value of City First's interest in Cash Collateral, is fair, reasonable, and sufficient to satisfy the requirements of sections 363(c)(2) and 363(e) of the Bankruptcy Code. City First's replacement lien and administrative priority expense claim will not attach to chapter 5 causes of action or the proceeds of chapter 5 causes of action.

16. Additional adequate protection is provided to the collateral of City First by the continued operations of the Property. The Debtor's failure to continue to operate the Property might result in termination of the occupant leases which would negatively impact the value of the Property. Moreover, the proposed use of the Cash Collateral includes expenses for maintaining the Property, which further protects the value of City First's collateral and will allow for the Debtor to pursue the potential sale for a sum sufficient to pay all secured creditors in full and make a distribution to unsecured creditors. Furthermore, City First may be provided such additional adequate protection under section 362(d)(3) as the Court may determine.

The Automatic Stay Should Be Modified on a Limited Basis

17. The relief requested herein contemplates a modification of the automatic stay, to the extent applicable, to permit the Debtor to grant the security interest, lien, and superpriority claim described above with respect to City First and to perform such acts as may be requested to assure the perfection and priority of such security interest and lien.

18. Stay modifications of this kind are ordinary and standard features for the use of cash collateral, and in the Debtor's business judgment, are reasonable and fair under the present circumstances.

Interim Approval Should Be Granted

19. Bankruptcy Rules 4001(b) and (c) provide that a final hearing on a motion to use cash collateral or obtain credit, respectively, may not be commenced earlier than 14 days after the service of such motion. Upon request, however, the Court is empowered to conduct a preliminary hearing on the motion and authorize the use of cash collateral to the extent necessary to avoid immediate and irreparable harm to a debtor's estate pending a final hearing.

20. Pursuant to Bankruptcy Rules 4001(b) and (c), the Debtor requests that the Court conduct a preliminary hearing on the Motion and (a) authorize the Debtor to use Cash Collateral on an interim basis, pending entry of a final order, in order to maintain and finance the ongoing operations of the Debtor, and avoid immediate and irreparable harm to the Debtor's estate and all parties in interest, and (b) schedule a hearing to consider entry of a final order.

21. Because the Debtor requires the use of its cash and the rents to continue to operate, without authorization from the Court to use Cash Collateral on an interim basis pending a final hearing on the Motion, the Debtor will be immediately and irreparably harmed. The availability of Cash Collateral to the Debtor will provide necessary assurance to the Debtor's vendors and the Property's tenants of the Debtor's ability to meet its obligations. Failure to meet these obligations and to provide these assurances would have a negative impact on the value of the Property to the detriment of all parties in interest. The Debtor has attempted since filing its petition to negotiate a consensual cash collateral agreement with City First, but to date it has been unsuccessful in these efforts. Accordingly, the interim relief requested is critical to preserving and maintaining the going concern value of the Debtor's Property, facilitating the sale of the Property, and protecting the Property's residents.

Waiver of Memorandum of Law

22. Pursuant to Local Rule 9013-2, the Debtor states that, in lieu of submitting a memorandum in support of this Application, it will rely solely on the grounds and authorities set forth herein.

Notice

23. No trustee, examiner or creditors' committee has been appointed in this Chapter 11 Case. The Debtor is serving notice of this Motion on the following parties and their counsel, if known: (a) the Office of the U.S. Trustee, (b) the Securities and Exchange Commission, (c) the Debtor's secured creditors, (d) all trade creditors on the creditor matrix, (e) all taxing authorities, and (f) all parties requesting notice pursuant to Rule 2002 of the Federal Rules of Bankruptcy Procedure. The Debtor submits that, in light of the nature of the relief requested, no other or further notice need be given.

Conclusion

WHEREFORE, the Debtor requests that the Court (a) enter an Order authorizing the interim use of Cash Collateral as reflected in the Budget; (b) schedule a final hearing on the Motion; (c) enter an Order authorizing the final use of cash collateral as requested in the Motion; and (d) grant such other and further relief as is just and appropriate under the circumstances.

Dated: November 15, 2017

Respectfully submitted,

/s/ Lawrence A. Katz

Lawrence A. Katz (Md. Bar No.02526)

HIRSCHLER FLEISCHER

8270 Greensboro Drive, Suite 700

Tysons, Virginia 22102

Telephone: (703) 584-8362

Fax: (703) 584-8901

Email: lkatz@hf-law.com

Counsel to the Debtor

CERTIFICATE OF SERVICE

I hereby certify that on November 15, 2017, a copy of the foregoing Debtor's Motion for Order Pursuant to Bankruptcy Code Sections 105(A), 361 and 363 and Bankruptcy Rules 2002 and 4001 (I) Authorizing Debtor to Use Cash Collateral, (II) Authorizing Debtor to Provide Adequate Protection, and (III) Granting Certain Related Relief, proposed Interim Order, and Notice of Opportunity to Object to the Motion was served electronically to all parties receiving electronic notices pursuant to the Court's CM/ECF system and by first-class mail, postage prepaid, to the parties on the attached service list.

/s/ Lawrence A. Katz

Lawrence A. Katz

SERVICE LIST

Jeanne M. Crouse
6305 Ivy Lane, Suite 600
Greenbelt, MD 20770

Securities and Exchange Commission
Branch of Reorganization
950 E. Pacers Ferry, NE, #900
Atlanta, GA 30326

AN&J Family Trust
8600 Snowden River Parkway
Suite 207
Columbia, MD 21045

Ashley Chang
7302 Yale Avenue
Apartment 101
College Park, MD 20740

Atek Pest Management
5103 College Avenue
College Park, MD 20740

Aubrey Albornoz
7302 Yale Avenue
Apartment 301
College Park, MD 20740

Benjamin Borucki
7302 Yale Avenue
Apartment 301
College Park, MD 20740

Braden Kern
7302 Yale Avenue
Apartment 300
College Park, MD 20740

Brandon Fabiano
7302 Yale Avenue
Apartment 300
College Park, MD 20740

CBCS
PO Box 2589
Columbus, OH 43216

Chapeldale Properties, LLC
8600 Snowden River Parkway
Suite 207
Columbia, MD 21045

Chesapeake Systems Service, Inc
10921 Pumphouse Road
Suite B
Annapolis Junction, MD 20701

Christina Campbell
7302 Yale Avenue
Apartment 201
College Park, MD 20740

City First Bank of DC
c/o Steven N. Leitess
Pierce C. Murphy
Silverman Thompson Slutkin White LLC
201 N. Charles Street, Suite 2600
Baltimore, MD 21201

City of College Park
4500 Knox Road
College Park, MD 20740

City of College Park Code Permits
4601-A Calvert Blvd
College Park, MD 20740

Comcast
PO Box 3005
Southeastern, PA 19398

Comcast Corporation
Comcast Center
1701 JFK Boulevard
Philadelphia, PA 19103

Erie Insurance
100 Erie Insurance Place
Erie, PA 16530

G.R. Engineering
7210 Oxford Road
Baltimore, MD 21212

Jessie Fein
7302 Yale Avenue
Apartment 100
College Park, MD 20740

John Goska, Jr.
7302 Yale Avenue
Apartment 300
College Park, MD 20740

John Lombardo
7302 Yale Avenue
Apartment 301
College Park, MD 20740

Julia Hurwit
7302 Yale Avenue
Apartment 201
College Park, MD 20740

Lauren Freed
7302 Yale Avenue
Apartment 101
College Park, MD 20740

Law Offices of John E. Reid
5335 Wisconsin Avenue, N.W.
Suite 700
Washington, DC 20015

Law Offices of Kirk Halpin
6100 Day Long Lane
Suite 100
Clarksville, MD 21029

Linthicum Plumbing
PO Box 511
Linthicum Heights, MD 21090

Luke Murray
7302 Yale Avenue
College Park, MD 20740

Manny and Sons Lawn
8606 34th Avenue
College Park, MD 20740

Marie Mulheren
7302 Yale Avenue
Suite 200
College Park, MD 20740

Morris & Ritchie Associates
3445-A Box Hill Corporate Center Drive
Abingdon, MD 21009

PEPCO
P.O. Box 13608
Philadelphia, PA 19101-3608

Pepco
4701 9th Street, NW
Washington, DC 20068

Prince Georges County
c/o M. Evan Meyers
Meyers Rodbell & Rosenbaum
6801 Kenilworth Avenue, Suite 400
Riverdale, MD 20737-1385

Protection One Alarm Monitoring
PO Box 219044
Kansas City, MO 64121

Riley Collins
7302 Yale Avenue
Apartment 301
College Park, MD 20740

Sanford Bruce Jaffe
11628 Log Jump Trail
Ellicott City, MD 21042

Sanford Homes, LLC
8600 Snowden River Parkway
Suite 207
Columbia, MD 21045

Sareena Sofat
7302 Yale Avenue
Apartment 200
College Park, MD 20740

Sign A Rama
6770 Oak Hall Lane
Suite 124
Columbia, MD 21045

Taylor Barbato
7302 Yale Avenue
Apartment 200
College Park, MD 20740

Tri Star, Inc.
PO Box 6164
Columbia, MD 21045

Protechnology Solutions
6030 Marchalee Drive
Elkridge, MD 21075

Red Branch Warehouse Associates, LP
8600 Snowden River Parkway
Suite 207
Columbia, MD 21045

Samantha Martocci
7302 Yale Avenue
Apartment 201
College Park, MD 20740

Sanford Companies Real Estate Services
8600 Snowden River Parkway
Suite 207
Columbia, MD 21045

Sarah Gun
7302 Yale Avenue
Apartment 201
College Park, MD 20740

Security Associates, Inc.
7133 Rutherford Rd
Suite 106
Baltimore, MD 21244

Stein Properties, Inc.
8600 Snowden River Parkway
Suite 207
Columbia, MD 21045

The Sanford Companies, Inc.
8600 Snowden River Parkway
Suite 207
Columbia, MD 21045

TSC/9198 Limited Partnership, LLLP
8600 Snowden River Parkway
Suite 207
Columbia, MD 21045

TSC/Bayview Drive, LLC
8600 Snowden River Parkway
Suite 201
Columbia, MD 21045

TSC/Flowers Limited Liability Company
8600 Snowden River Parkway
Suite 207
Columbia, MD 21045

TSC/Green Acres Road, LLC
8600 Snowden River Parkway
Suite 207
Columbia, MD 21045

TSC/Hilltop Road, LLC
8600 Snowden River Parkway
Suite 207
Columbia, MD 21045

TSC/JMJ Snowden River South, LLC
8600 Snowden River Parkway
Suite 201
Columbia, MD 21045

TSC/Magothy, Inc.
8600 Snowden River Parkway
Suite 207
Columbia, MD 21045

TSC/Old Annapolis Road, LLC
8600 Snowden River Parkway
Suite 207
Columbia, MD 21045

U.S. Financial Capital, Inc.
8600 Snowden River Parkway
Suite 207
Columbia, MD 21045

USF Facilities Services, LLC
8600 Snowden River Parkway
Suite 207
Columbia, MD 21045

Universal Carpet Care & Duct Clean
326 Quaker Ridge Road
Lutherville Timonium, MD 21093

Washington Suburban
14501 Sweitzer Lane
Laurel, MD 20707

Receivables Performance Management
20816 44th Avenue W.
Lynnwood, WA 98036

Washington Gas
PO Box 37747
Philadelphia, PA 19101

F&S Associates Limited Partnership
8600 Snowden River Parkway, Suite 207
Columbia, MD 21045

9033 Red Branch Road LLC
8600 Snowden River Parkway
Suite 207
Columbia, MD 21045

Sanford Title Services LLC
8600 Snowden River Parkway
Suite 207
Columbia, MD 21045

CFM LLC
8600 Snowden River Parkway
Suite 207
Columbia, MD 21045

TSC Funding Inc.
8600 Snowden River Parkway
Suite 207
Columbia, MD 21045

Guilford Limited Partnership
8600 Snowden River Parkway
Suite 207
Columbia, MD 21045

TSC/Dorsey Road LLC
8600 Snowden River Parkway
Suite 207
Columbia, MD 21045

Oak Run I Limited Partnership
8600 Snowden River Parkway
Suite 207
Columbia, MD 21045

TSC/Pumphouse Road LLC
8600 Snowden River Parkway
Suite 207
Columbia, MD 21045

TSC/Snowden River North LLC
8600 Snowden River Parkway
Suite 207
Columbia, MD 21045

Sanford Land Holdings LLC
8600 Snowden River Parkway
Suite 207
Columbia, MD 21045

Sanford Management Services LLC
8600 Snowden River Parkway
Suite 207
Columbia, MD 21045

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EXHIBIT A

Yale House owned by College Park Investments, LLC
13 week budget 11/6/17 - 1/29/18

	1	2	3	4	5	6	7	8	9	10	11	12	13
	11/6/2017	11/13/2017	11/20/2017	11/27/2017	12/4/2017	12/11/2017	12/18/2017	12/25/2017	1/1/2018	1/8/2018	1/15/2018	1/22/2018	1/29/2018
Income													
Base Rent	14,700.00				14,700.00				10,712.00				
Parking	150.00				150.00				150				
Late Fees	(3,033.35)				(2,525.89)				(1,800.00)				
Less Prepaid	11,566.65	0.00	0.00	0.00	12,174.11	0.00	0.00		9,062.00				
Total Income										150.00			
Expenses													
Electricity		150.00			150.00								
Gas		300.00											
Water		285.75			285.75					285.75			
Cable		210.00	1,000.00				500.00						
Internet		350.00			350.00								
HVAC Repair/ Replace		200.00			200.00					200.00			
Fire Monitoring		1,000.00			1,000.00					1,000.00			
Permits and Licensing		1,166.67			1,217.41					906.20			
Landscaping		3,000.00			3,000.00					3,000.00			
Cleaning		2,570.31			856.77					856.77			
Maintenance		0.00	9,232.73	0.00	7,059.93	0.00	500.00	0.00	0.00	6,398.72	0.00	0.00	0.00
Management Fees		11,666.65	(9,232.73)	0.00	5,114.18	0.00	(500.00)	0.00	9,062.00	(6,398.72)	0.00	0.00	0.00
Professional Fees					3,577.53						3,577.53		
Insurance													
Total Operating Expenses													
Net Operating Income													
Bank Payment													
Net after Interest													
Cumulative													
Income													
Expenses													
Total Income													
Total Operating Expenses													
Net Operating Income													
Bank Payment													
Net after Interest													
Cumulative													
Beg Balance	8,089.12	(9,232.73)	(1,000.00)	0.00	1,536.65	0.00	(500.00)	0.00	9,062.00	(6,398.72)	(3,577.53)	0.00	0.00
End Balance	6442.83	14,531.95	5,299.22	4,299.22	5,835.87	5,835.87	5,335.87	5,335.87	14,397.87	7,999.15	4,421.62	4,421.62	4,421.62