

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

In re:

CPKAP, LLC d/b/a Kapnos Taverna
College Park, et al.¹

Debtors

*

*

*

*

Case No: 18-21808-TJC
(Chapter 11)
(Jointly Administered)

* * * * *

**DEBTORS' MOTION FOR AN ORDER (I) AUTHORIZING THE
DEBTORS' INTERIM AND FINAL USE OF CASH COLLATERAL
PURSUANT TO 11 U.S.C. §§ 361, 363 AND 552, (II) GRANTING
ADEQUATE PROTECTION, AND (III) SCHEDULING FINAL HEARING
PURSUANT TO 11 U.S.C. § 363(c)(2) AND FED.R.BANKR.P. 4001**

The above-referenced Debtors, by counsel, file this Motion for an Order (I) Authorizing the Debtors' Interim and Final Use of Cash Collateral pursuant to 11 U.S.C. §§ 361, 363 and 552, (II) Granting Adequate Protection, and (III) Scheduling Final Hearing Pursuant to 11 U.S.C. § 363(c)(2) and Fed.R.Bankr.P. 4001 (the "Motion") and state:

Jurisdiction and Venue

1. This Court has jurisdiction over this Motion pursuant to 28 U.S.C. § 1334. This is a "core proceeding" pursuant to 28 U.S.C. § 157(b)(2)(A), (M) and (O).
2. Venue is proper in this Court pursuant to 28 U.S.C. § 1409(a).
3. The statutory basis for relief is §§ 361, 363 and 552 of the Bankruptcy Code, and Rule 4001 and 6003 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules").

Background

4. On September 6, 2018 (the "Petition Date"), the Debtors each filed a voluntary petition for relief under the Bankruptcy Code in the United States Bankruptcy Court

¹ The Debtors in these chapter 11 bankruptcy cases, their addresses, the last four digits of their employment identification numbers and their case numbers are: CPKAP, LLC d/b/a Kapnos Taverna College Park, 7777 Baltimore Ave, College Park, MD 20740, (3742), Case No. 18-21808; BallCantina, LLC d/b/a Pepita, 4000 Wilson Blvd, Ste D, Arlington, VA 22203, (7545), Case No. 18-21823; BallNoodle, LLC d/b/a Yona, 4000 Wilson Blvd, Ste C, Arlington, VA 22203, (2510), Case No. 18-21824; 14WBella, LLC d/b/a Kapnos & G, 2201 14th St NW, Washington, DC 20009, (3035), Case No. 18-21825; Masskap, LLC d/b/a Arroz, 901 Massachusetts Ave NW, Washington, DC 20001, (2590), Case No. 18-21827; Mosakap, LLC d/b/a Requin VA/Mosaic, 8296 Glass Alley #110, Fairfax, VA 22031, (6763), Case No. 18-21828; TyIsa, LLC d/b/a Isabella Eatery, 2001 International Drive, McLean, VA 22102, (4088) Case No. 18-21830; BallKap, LLC d/b/a Kapnos Taverna, 4000 Wilson Blvd, Ste. A, Arlington, VA 22203, (1385), Case No. 18-21832; and Mike Isabella, Inc., 12154 Darnestown Rd, Ste 621, Gaithersburg, MD 20878, (6314), Case No. 18-21835).

for the District of Maryland (the "Bankruptcy Court"). The Debtors continue in possession of their property and manage their financial affairs as debtors in possession pursuant to §§ 1107 and 1108 of the Bankruptcy Code.

5. No official committee of unsecured creditors has been appointed.

6. No request for a trustee or examiner has been made in this Chapter 11 case.

7. The Debtors consist of 6 operating restaurants (2 in Maryland, 3 in Virginia [all located at the same location], and 1 in Washington, D.C.), 2 closed restaurants, and a management company, MIC, that manages the 6 operating Debtors plus 2 additional restaurants: one in Maryland and one in Washington, D.C., both of which are not currently debtors before this Court.

8. Certain of the Debtors (hereinafter, the "Debtor-Borrowers") are obligated to EagleBank on account of 5 secured loans in the original, aggregated principal amount of approximately \$2,192,712.50, evidenced by, inter alia: (i) a Business Loan Agreement between debtor BallNoodle, LLC and EagleBank dated August 10, 2015, in which EagleBank loaned \$400,000 to BallNoodle (the "BallNoodle Loan"); (ii) a Business Loan Agreement between debtor BallKap, LLC and EagleBank dated June 11, 2014, in which EagleBank loaned \$400,000 to BallKap (the "BallKap Loan"); (iii) a Business Loan Agreement between debtor BallCantina, LLC and EagleBank dated December 22, 2014, in which EagleBank loaned \$400,000 to BallCantina (the "BallCantina Loan"); (iv) a Business Loan Agreement between debtor MassKap, LLC and EagleBank dated December 5, 2016, in which EagleBank loaned \$592,712.50 to MassKap, LLC (the "MassKap Loan") and (v) a Business Loan Agreement between debtor Mosakap, LLC and EagleBank dated March 4, 2016, in which EagleBank loaned \$400,000 to Mosakap (the "Mosakap Loan", and together with the BallNoodle Loan, the BallKap Loan, the BallCantina Loan, and the MassKap Loan, the "Loans"). Four of the five debtors mentioned in this paragraph are operating entities, namely, BallNoodle, BallKap, BallCantina and MassKap (collectively, the "Cash Collateral Debtors").

9. Material terms of the Loans include:

Company / Borrower	BallNoodle, LLC
Lender	EagleBank
Loan Date	August 10, 2015
Maturity Date	August 10, 2020
Principal	\$400,000
Interest Rate	5.350%

Company / Borrower	BallKap, LLC
Lender	EagleBank
Loan Date	June 11, 2014
Maturity Date	June 11, 2019
Principal	\$402,500
Interest Rate	5.350%

Company / Borrower	BallCantina, LLC
Lender	EagleBank
Loan Date	December 22, 2014
Maturity Date	December 22, 2019
Principal	\$400,000
Interest Rate	5.350%

Company / Borrower	MassKap LLC
Lender	EagleBank
Loan Date	December 5, 2016
Maturity Date	December 5, 2017
Principal	\$592,712.50
Interest Rate	5.250%

Company / Borrower	Mosakap, LLC
Lender	EagleBank
Loan Date	March 4, 2016
Maturity Date	March 4, 2020
Principal	\$400,000
Interest	5.250%

10. EagleBank asserts that the unpaid principal on the above-referenced Loans as of the Petition Date totaled \$1,148,519.21, with other costs and fees totaling \$36,707.03.

11. EagleBank has asserted a first priority, perfected security interest in substantially all of the Debtor-Borrowers' assets on account of the Loans.

12. As of the Petition Date, the outstanding principal indebtedness under the Loans was \$1,148,519.21.

13. EagleBank asserts that the Debtors' cash, and the proceeds of other collateral, constitute cash collateral as defined under the Bankruptcy Code ("Cash Collateral").

14. The Debtors and EagleBank have agreed to the attached form of order regarding the use of any Cash Collateral of the Cash Collateral Debtors. The Debtors request approval of this Motion so that they may consensually use Cash Collateral in which EagleBank asserts a security interest to fund its ordinary and necessary day-to-day operations. Entry of the attached form of order would avoid a contested cash collateral hearing between the Debtors and EagleBank. Without approval of this Motion, the Debtors may not have the cash required to continue daily operations.

Preliminary Statement

15. During this case, the Debtors require the use of Cash Collateral to meet their ordinary and necessary expenses, including but not limited to taxes, insurance, utilities, personnel, professional services, and routine maintenance so they it may maintain and preserve the value of its assets for the benefit of its estate, owners and creditors.

16. The Debtors seek the interim use of Cash Collateral during an initial period through December 31, 2018 (the "Interim Period") unless sooner terminated under the terms of the proposed interim cash collateral order filed with the Motion or such other order to which the Debtors and EagleBank may agree (the "Interim Order"). During the Interim Period, the Debtor may use Cash Collateral to pay the monthly operating expenses as set forth in the budget (the "Interim Budget"), which is attached as **Exhibit 1** and incorporated by reference and conditioned upon the terms and conditions of the Interim Order.

17. The Debtors' use of Cash Collateral will be governed by the Interim Budget and conditioned upon the terms and conditions of the Interim Order and will be used to operate the Debtors' businesses in a manner that preserves and enhances the value of the Debtors' assets for the benefit of the Debtors' creditors and estates.

18. As adequate protection for EagleBank, the Debtors (a) shall make payment to EagleBank as follows: \$20,000 on October 15, 2018, \$20,000 on November 15, 2018, and \$20,000 on December 15, 2018; (b) shall file a report of cash receipts and disbursements on the fifteenth day of each month for the prior calendar month and perform other

reasonable reporting required by EagleBank; and (c) request that the Court grant EagleBank replacement liens on the same assets on which it held prepetition liens and all products and proceeds thereof in the Interim Period to the extent that EagleBank's cash collateral is used by the Cash Collateral Debtors and that such use results in a diminution in the value of the collateral. The Debtors submit that the foregoing adequately protects EagleBank for the use of Cash Collateral and is in the best interests of the estate.

19. Entry of the Interim Order is critical to the Debtors' ability to maximize value for their creditors and is in the best interest of the Debtors and their estates.

Summary of Relief Requested Pursuant to Bankruptcy Rule 4001(b)

20. Pursuant to Rule 4001(b) of the Bankruptcy Rules, the relief requested in this Motion, and the relevant location within the Motion and/or proposed Interim Order, are as follows:

- A. Name of Each Entity with an Alleged Interest in Cash Collateral. EagleBank (See Motion at ¶ 8 and Interim Order at ¶ 1).
- B. Use of Cash Collateral. The Cash Collateral Debtors propose to use Cash Collateral (defined above) for the purposes set forth in the proposed Interim Budget. The Debtors will provide EagleBank with periodic reporting. The Interim Budget provides for payment of postpetition operating expenses and expenses for administration of the cases, including costs and expenses necessary to preserve and maintain prepetition collateral, other overhead and expenses with respect to the Cash Collateral Debtors' day-to-day operations, expenses, professional retainers, and fees of the United States Trustee pursuant to 28 U.S.C. § 1930. (See Motion at ¶¶ 13-16 Interim Order at ¶ 1 and the Interim Budget).
- C. Material Terms, Including Duration. The Cash Collateral Debtors' use of Cash Collateral will be limited to the categories identified in the Interim Budget. The duration of the proposed Interim Order is through December 31, 2018 (See Motion at ¶¶ 15, Interim Order at ¶ 1 and Interim Budget).
- D. Adequate Protection. The Debtors propose to provide EagleBank with adequate protection as follows: the Debtors (a) shall make payment to EagleBank as follows: \$20,000 on October 15, 2018, \$20,000 on November 15, 2018, and \$20,000 on December 15, 2018; (b) shall file a report of cash receipts and disbursements on the fifteenth day of each month for the prior calendar month and

perform other reasonable reporting required by EagleBank; and (c) request that the Court grant EagleBank replacement liens on the same assets on which it held prepetition liens and all products and proceeds thereof in the Interim Period to the extent that EagleBank's cash collateral is used by the Cash Collateral Debtors and that such use results in a diminution in the value of the collateral. (*See* Motion at ¶ 16 and Interim Order at ¶¶ 10).

Relief Requested and Grounds Therefor

21. The standards governing a debtor's use of cash collateral are set forth in Section 363(c)(2) of the Bankruptcy Code, which provides:

The trustee [or debtor-in-possession] may not use, sell, or lease cash collateral under paragraph 1 of this subsection, unless -

- (A) each entity that has an interest in such cash collateral consents; or
- (B) the court, after notice and a hearing, authorizes such use, sale, or lease in accordance with the provisions of this section.

11 U.S.C. § 363(c)(2).

22. The "provisions of this section" referenced in Section 363(c)(2) include Section 363(e), which provides:

Notwithstanding any other provision of this section, at any time, on request of an entity that has an interest in property used, sold, or leased, or proposed to be used, sold, or leased, by the trustee, the court, with or without a hearing, shall prohibit or condition such use, sale or lease as is necessary to provide adequate protection of such interest.

11 U.S.C. § 363(e).

23. The Debtors respectfully submit that the proposed use of Cash Collateral is necessary to preserve their assets during the case for the benefit of the Debtors' estates and creditors, including EagleBank. The Cash Collateral Debtors require the use of any Cash Collateral to pay their necessary expenses while the companies reorganize under the supervision of this Court.

A. The Budgetary Constraints on the Cash Collateral Debtors' Use of Cash Collateral Adequately Protect the Interests of EagleBank

24. The Interim Budget provides for expenditures to fund the Cash Collateral Debtors' necessary and essential day-to-day operations.

25. Courts have routinely held that adequate protection may be demonstrated by a showing that the going concern value of a debtor, or the value of the lender's collateral, is preserved by the debtor's continuing operations and use of cash collateral. *See, e.g., In re JKL Chevrolet, Inc.*, 117 F.3d 1413, 1413 (4th Cir. 1997) (allowing use of cash collateral to operate automobile dealership as long as continued operations maintained the value of the business); *In re Snowshoe Co., Inc.*, 789 F.2d 1085, 1087 (4th Cir. 1986) (allowing use of cash collateral to operate ski resort where trustee reported that the ski resort would lose 50% to 90% of its fair market value if it ceased operating).

26. In this bankruptcy case, the cash expenditures are necessary to preserve and maintain the value of the prepetition collateral and the interests of EagleBank. If the Cash Collateral Debtors are precluded from making expenditures necessary to maintain their assets and conduct continuing commercial operations in the ordinary course, or if the Cash Collateral Debtors are forced to abruptly shut down their operations, EagleBank and all other creditors will be harmed. *See, e.g., In re Aqua Assocs.*, 123 B.R. 192, 196 (Bankr. E.D. Pa. 1991) ("The important question, in determination of whether the protection to a creditor's secured interest is adequate, is whether that interest, whatever it is, is being unjustifiably jeopardized.").

B. EagleBank Will Receive Replacement Liens

27. Section 361(2) of the Bankruptcy Code provides that adequate protection may be provided by granting a replacement lien in postpetition assets to protect the secured creditor from diminution of its collateral during the bankruptcy case. Courts have utilized that provision of § 361 in fashioning adequate protection and permitting a debtor to use cash collateral under similar circumstances. *See, e.g., In re LTV Steel Company, Inc.*, 274 B.R. 278, 286 (Bankr. N.D. Ohio 2001); *In re Prichard Plaza Associates Limited Partnership*, 84 B.R. 289, 302 (Bankr. D. Mass. 1988) ("If the proceeds stream is likely to remain stable through the collection of new accounts receivable or the sale of new inventory, adequate protection is often ensured by a replacement lien on postpetition accounts and inventory and their proceeds and by some provision for monitoring the use of proceeds."); *In re Airport Inn Associates, Ltd.*, 132 B.R. 951, 960 (Bankr. D. Col. 1990) ("The court could order a lien in postpetition accounts receivable as adequate protection if that relief was requested . . ."); *In re International Design*

& Display Group, Inc., 154 B.R. 362, 364 (Bankr. S.D. Fla. 1993) (court authorized the debtor to use cash collateral and, as adequate protection, granted secured creditor replacement lien on all postpetition accounts receivable, inventory and contracts to the extent the creditor's collateral was depleted).

28. The proposed Interim Order provides adequate protection to EagleBank in the form of replacement liens on and security interests in the Debtors' assets in which EagleBank had prepetition liens (whether existing on the Petition Date or acquired or arising thereafter), and proceeds thereof (*see* 11 U.S.C. § 361(2) (providing replacement liens as a form of adequate protection)). *See, e.g., MBank Dallas, N.A. v. O'Connor (In re O'Connor)*, 808 F.2d 1393, 1396-98 (10th Cir. 1987) (allowing the debtor to replace a lien on cash with a lien on property); *In re Center Wholesale, Inc.*, 759 F.2d 1440, 1450 (9th Cir. 1985) (observing that a lien on additional property of the debtor would likely constitute adequate protection for the secured creditor). The replacement liens are granted solely to the extent of any net diminution of the value of EagleBank's interests in the Cash Collateral resulting from the (a) Cash Collateral Debtors' use of the Cash Collateral; (b) the Cash Collateral Debtors' use, sale or lease of any other prepetition collateral; or (c) the imposition of the automatic stay.

C. The Interim Order Requires the Debtors to Provide Financial Reporting to EagleBank

29. Continued financial and other reporting as required by the proposed Interim Order is often a component of the adequate protection provided to secured creditors. *See, e.g., In re 5877 Poplar, L.P.*, 268 B.R. 140, 150 (Bankr. W.D. Tenn. 2001) (finding adequate protection for use of cash collateral where, among other things, the Debtor agreed to provide operating reports to the lender and permit inspection of the premises upon lender's reasonable request). In addition to the Interim Budget, which may be updated from time to time in the Debtors' reasonable discretion, EagleBank will continue to receive from the Debtors periodic cash flow reports, showing cash receipts and disbursements made by the Cash Collateral Debtors during the prior month.

The Need for Relief Pending a Final Hearing

30. Pursuant to Bankruptcy Rule 4001(b), the Debtors request that the Court conduct a preliminary hearing on this Motion and authorize the Cash Collateral Debtors to use Cash Collateral on an interim basis in accordance with the Interim Budget, pending entry of a final order, in order to maintain and finance the ongoing operations of the Cash Collateral Debtors, and schedule a hearing to consider entry of a final order.

31. Accordingly, the Debtors respectfully submit that entry of an Order authorizing the interim use of Cash Collateral until entry of final Order approving the Motion, and scheduling a final hearing to approve the use of Cash Collateral is necessary and appropriate, and in the best interest of creditors and the estates.

32. EagleBank consents to the relief requested in this Motion and has approved the form of Interim Order attached hereto.

Notice

33. By separate motion, the Debtors have obtained authorization to provide notice of the Motion pursuant to the terms contained in the Order Granting Debtors' Motion Pursuant to 11 U.S.C. §§102(1) and 105(a) and Bankruptcy Rules 2002(m) and 9007 to Establish Noticing Procedures. In light of the nature of the relief requested herein, the Debtors submit that no other or further notice is necessary.

Waiver of Memorandum of Law

34. Pursuant to Local Rule 9013-2 of the Local Rules, the Debtors state that, in lieu of submitting a memorandum in support of this Motion, it will rely solely upon the grounds and authorities set forth herein.

No Prior Request

35. No prior request for the relief sought in this Motion has been made to this or any other Court.

WHEREFORE, the Debtors respectfully request the Court to enter the Interim Order granting the relief requested herein.

Respectfully submitted,

Dated: October 2, 2018

By: /s/ Warren J. Martin
Warren J. Martin (Admitted Pro Hac Vice)
Porzio, Bromberg & Newman, P.C.
100 Southgate Parkway
Morristown, NJ 07962
Telephone: (973) 538-4006
wjmartin@pbnlaw.com

-and-

/s/ Catherine K. Hopkin
Catherine K. Hopkin (Bar No. 28257)
Yumkas, Vidmar, Sweeney & Mulrenin, LLC
10211 Wincopin Circle, Suite 500
Columbia, Maryland 21044
Telephone: (443)569-0788
chopkin@yvslaw.com

Proposed Counsel to the Debtors

CERTIFICATE OF SERVICE

I hereby certify that on the 2nd day of October 2018, notice of filing the Motion for an Order (I) Authorizing the Debtors' Interim and Final Use of Cash Collateral pursuant to 11 U.S.C. §§ 361, 363 and 552, (II) Granting Adequate Protection, and (III) Scheduling Final Hearing Pursuant to 11 U.S.C. § 363(c)(2) and Fed.R.Bankr.P. 4001 (the "Motion") was served by CM/ECF to those parties listed on the docket as being entitled to such electronic notices, and a copy of the Motion was mailed first class, postage prepaid to the parties on the attached service list.

/s/ Catherine K. Hopkin
Catherine K. Hopkin

**The following parties received a
copy of the filing by first class mail:**

Eskridge, (E&A) LLC
c/o Edens Limited Partnership
1221 Main Street, Suite 1000
Columbia, SC 29201

JRS Associates Inc.
6393A Rockburn Hill Road
Elkridge, MD 20878

Julius Silvert, Inc.
121 E. Luzerne Street
Philadelphia, PA 19124

American Express Card
4315 S 2700 W
Salt Lake City, UT 84184

Baldor Specialty Foods, Inc.
155 Food Center Drive
Bronx, NY 10474

Capital Meat Co.
2003 Beaver Road
Landover, MD 20785

Marriot Marquis Washington DC
901 Massachusetts Ave. NW
Washington, DC 20001

Samuel & Son Seafood Co.
3400 S Lawrence St.
Philadelphia, PA 19148

Congressional Seafood Co. Inc.
7775 Chesapeake Bay Court
Jessup, MD 20794

Kelly Health Insurance
999 West Big Beaver Road
Troy, MI 48084

Waste Management
24516 Network Place
Chicago, IL 60673

Alliance Technology Group LLC
7010 Hi Tech Drive
Hanover, MD 21076

SHF 14W LLC
1315 W St. NW
Washington, DC 20009

The General Design Company LLC
406 H St. NE 2nd Floor
Washington, DC 20002

ALSCO
4900 Philadelphia Way
Lanham, MD 20706

The View at Liberty Center
c/o Buzzoto Management Company
Attn: Leasing Office
4000 Wilson Boulevard
Arlington, VA 22203

Jackson Lewis, P.C.
10701 Parkridge Blvd. Suite 300
Reston, VA 20191

LDV Imports
130 West 25th Street, Floor 7
New York, NY 10001

Potomac Exhaust, Inc.
1775 West Mt. Harmony Road
Owings, MD 20736

DC Party Rental
2625 South Shirlington Rd
Arlington, VA 22206

Olympus Food Distributors, Inc.
621 South Pickett Street
Alexandria, VA 22304

Dominion Virginia Power
P. O. Box 26543
Richmond, VA 23290-0001

C & J M Services, Inc.
775 Quince Orchard Blvd., #14
Gaithersburg, MD 20878

Keaney Produce Co.
3310 75th Avenue
Hyattsville, MD 20785

Restaurant Technologies, Inc.
12962 Collections Center Drive
Chicago, IL 60693

Maryland Dept. of Assessments &
Taxation
State Office Building
301 W. Preston Street
Baltimore, MD 21201

Maryland Attorney General
200 St. Paul Place
Baltimore, MD 21202

U.S. Attorney for the District of Maryland
36 S. Charles Street, 4th Floor
Baltimore, MD 21201

Internal Revenue Service
2970 Market Street
Mail Stop 5-Q30.133
Philadelphia, PA 19104

U.S. Secretary of the Treasury
1500 Pennsylvania Avenue NW
Washington, DC 20220

The United States Attorney General
United States Dept. of Justice
950 Pennsylvania Avenue, NW
Washington, DC 20530

U.S. Attorney for the Eastern District of
Virginia
Justin W. Williams United States
Attorney's Bldg.
2100 Jamieson Ave
Alexandria, VA 22314

U.S. Attorney for the Western District of
Virginia
310 1st Street, SW Room 906
Roanoke, VA 24011

Virginia Department of Taxation
1957 Westmoreland Street
Richmond, VA 23230

Office of the Attorney General
Tax, Bankruptcy and Finance
One Judiciary Square
441 4th Street, NW, 6th Floor
Washington, DC 20001

DC Office of Tax and Revenue
Compliance Administration Collection
Division
1101 4th Street, SW, 6th Floor
Washington, DC 20024

Secretary of the Treasury
15th and Pennsylvania Ave, NW
Washington, DC 20020

Arlington County Treasurer
P. O. Box 10201
Fairfax, VA 22035-0201

On Deck Capital Inc.
Attn: Director of Operations
901 N Stuart Street, Suite 700
Arlington, VA 22203

American Express Merchant Financing
c/o Datamark Inc.
Attn: Merchant Financing
43 Butterfield Circle
El Paso, TX 79906

American Express National Bank
c/o Becket & Lee LLP
P. O. Box 3002
Malvern, PA 19355-0701

Shawn M. Christianson, Esquire
(schristianson@buchalter.com)
Counsel for Oracle America, Inc.
Buchalter, A Professional Corporation
55 Second Street, 17th Floor
San Francisco, California 94105-3493

Tony Pagonis
10605 Judicial Drive, A4
Fairfax, VA 22030

Nicholas Pagonis
1111 W. St NW, Apt 8
Washington, DC 20009

**The following parties received
CM/ECF notice of the filing:**

Richard A. DuBose, III, Esquire
(rdubo@gebsmith.com)
Counsel for M&T Bank
Gebhardt and Smith, LLP
One South Street, Suite 2200
Baltimore, Maryland 21202

John T. Farnum, Esquire
(jfarnum@linowes-law.com)
Counsel for Southern Management Corp.
Linowes and Blocher LLP
7200 Wisconsin Avenue, Suite 800
Bethesda, Maryland 20814

Alan M. Grochal, Esquire
(agrochal@tydingslaw.com)
Counsel for Adams-Burch, LLC
Tydings & Rosenberg LLP
One East Pratt Street, Suite 901
Baltimore, Maryland 21202

Catherine K. Hopkin, Esquire
(chopkin@yvslaw.com)
Proposed Local Counsel for Debtors
Yumkas, Vidmar, Sweeney & Mulrenin
10211 Wincopin Circle, Suite 500
Columbia, Maryland 21044

Patricia B. Jefferson, Esquire
(pjefferson@milesstockbridge.com)
Counsel for Ashland Park Associates III
Miles & Stockbridge P.C.
100 Light Street, 10th Floor
Baltimore, Maryland 21202

Ira T. Kasdan, Esquire
(ikasdan@kelleydrye.com)
Counsel for Brookfield Properties REIT
US, Inc. and Tysons Galleria L.L.C.
Kelley Drye & Warren LLP
3050 K Street, NW, Suite 400
Washington, D.C. 20007

Lynn A. Kohen, Esquire
(lynn.a.kohen@ust.doj.gov)
Office of the U.S. Trustee
6305 Ivy Lane, Suite 600
Greenbelt, Maryland 20770

Robert L. LeHane, Esquire
(rlehane@kelleydrye.com)
Counsel for Brookfield Properties REIT
US, Inc. and Tysons Galleria L.L.C.
Kelley Drye & Warren LLP
101 Park Avenue
New York, New York 10178

Michael J. Lichtenstein, Esquire
(mjl@shulmanrogers.com)
Counsel for EagleBank
Shulman Rogers Gandal Pordy & Ecker
12505 Park Potomac Avenue, 6th Floor
Potomac, Maryland 20854

Warren J. Martin, Esquire
(wjmartin@pbnlaw.com)
Proposed Counsel for Debtors
Porzio, Bromberg & Newman P.C.
100 Southgate Parkway
Morristown, New Jersey 07962

Office of the U.S. Trustee
(ustpregion04.gb.ecf@usdoj.gov)
6305 Ivy Lane, Suite 600
Greenbelt, Maryland 20770

Richard J. Oparil, Esquire
(rjoparil@pbnlaw.com)
Proposed Counsel for Debtors
Porzio, Bromberg & Newman P.C.
1200 New Hampshire Avenue, NW
Washington, D.C. 20036

Patrick J. Potter, Esquire
(patrick.potter@pillsburylaw.com)
Counsel for HQ Hotel TRS, LLC
Pillsbury Winthrop Shaw Pittman LLP
1200 Seventeenth Street NW
Washington, DC 20036-3006

Joseph M. Selba, Esquire
(jselba@tydingslaw.com)
Counsel for Adams-Burch, LLC
Tydings & Rosenberg LLP
One East Pratt Street, Suite 901
Baltimore, Maryland 21202

Richard M. Sissman, Esquire
(rsissmanesq@his.com)
Counsel for Hospitality Construction
Services, Inc.
600 Jefferson Plaza, Suite 308
Rockville, Maryland 20852

David I. Swan, Esquire
(dswan@mcguirewoods.com)
Counsel for SHF I 14W, LLC
McGuireWoods LLP
1750 Tysons Boulevard, Suite 1800
Tysons, Virginia 22102-4215

Gerard R. Vetter, Esquire
(gerard.r.vetter@usdoj.gov)
Office of the U.S. Trustee
101 West Lombard Street, Suite 2625
Baltimore, Maryland 21201