

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

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In re : Chapter 11
EXTENDED STAY INC., et al., : Case No. 09-13764 (JMP)
Debtors. : (Jointly Administered)
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**STATEMENT OF FINANCIAL AFFAIRS FOR
ESA PROPERTIES L.L.C.**



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GENERAL NOTES AND STATEMENT OF LIMITATIONS, METHODOLOGY AND DISCLAIMER REGARDING THE DEBTORS' SCHEDULES AND SOFAS

On June 15, 2009 (the "Commencement Date"), Extended Stay Inc. ("ESI"), and certain of its affiliates, as debtors and debtors in possession (collectively, the "Debtors," or "Extended Stay"), each filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"). The chapter 11 cases have been consolidated for procedural purposes only under Case No. 09-13764 (JMP). The Debtors continue to operate their business and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

With the assistance of their Bankruptcy Court-appointed advisors, the Debtors prepared their Schedules of Assets and Liabilities (collectively, the "Schedules") and their Statements of Financial Affairs (the "SOFAs" and together with the Schedules, the "Schedules and SOFAs") pursuant to section 521 of the Bankruptcy Code and Rule 1007 of the Federal Rules of Bankruptcy Procedure. The Schedules and SOFAs are unaudited and do not purport to represent financial statements prepared in accordance with Generally Accepted Accounting Principles in the United States ("GAAP"), and they are not intended to be fully reconciled to the Debtors' financial statements.

Although the Debtors have made every reasonable effort to ensure that the Schedules and SOFAs are accurate and complete based on information that was available to them at the time of preparation, inadvertent errors or omissions may have occurred. As discussed below in the section entitled "Disclaimer Regarding Information," the information provided herein, except as otherwise noted, is what was available to the Debtors and their professionals, as may have been provided by HVM L.L.C. ("HVM") and The Lightstone Group, as custodians of most of the books and records of the Debtors as of the close of business on May 31, 2009.

Because the information provided herein is unaudited and, except as otherwise noted, is as of the close of business on May 31, 2009, subsequent receipt of information or an audit may result in material changes in financial data requiring amendment of the Schedules and SOFAs. There can be no assurance that the Schedules and SOFAs are complete. Accordingly, the Schedules and SOFAs remain subject to the Debtors' further review, verification, and potential adjustment. The Debtors reserve their right to amend the Schedules and SOFAs from time-to-time as may be necessary or appropriate, including, but not limited to, the right to dispute or otherwise assert offsets or defenses to any claim reflected in the Schedules and SOFAs as to amount, liability, or classification, or to otherwise subsequently designate any claim as "disputed," "contingent," or "unliquidated." Furthermore, nothing contained in the Schedules and SOFAs shall constitute a waiver of rights with respect to these chapter 11 cases, including, but not limited to, any rights or claims of the Debtors against any third party, issues involving substantive consolidation, equitable subordination and/or causes of action arising under the provisions of chapter 5 of the Bankruptcy Code and other relevant non-bankruptcy laws to recover assets or avoid transfers.

Certain of the Schedules and SOFAs have been signed by F. Joseph Rogers, the Assistant Secretary for some of the Debtors. In reviewing and signing the Schedules and SOFAs, Mr. Rogers has necessarily relied upon the efforts, statements, and representations of the Debtors' personnel and professionals and the information, efforts, statements, and representations of the accounting and non-accounting personnel of the Debtors and their advisors. Mr. Rogers has not (and could not have) personally verified the accuracy of each such statement and representation, including statements and representations concerning amounts owed to creditors and their addresses.

Certain of the Schedules and SOFAs have been signed by Joseph Teichman, the Secretary for all of the Debtors. In reviewing and signing the Schedules and SOFAs, Mr. Teichman has necessarily relied upon the efforts, statements, and representations of the Debtors' personnel and professionals and the information, efforts, statements, and representations of the accounting and non-accounting personnel of the Debtors and their advisors. Mr. Teichman has not (and could not have) personally verified the accuracy of each such statement and representation, including statements and representations concerning amounts owed to creditors and their addresses.

These General Notes and Statement of Limitations, Methodology, and Disclaimer Regarding the Debtors' Schedules and SOFAs (the "General Notes") are incorporated by reference in, and comprise an integral part of, the Schedules and SOFAs and should be referred to and considered in connection with any review of the Schedules and SOFAs.

Disclaimer Regarding Information. All of the Extended Stay hotels are managed by HVM, an entity that is affiliated with, but not owned by, the Extended Stay family of companies. HVM, on behalf of Extended Stay, pays all property level expenses of the hotels, contracts with service providers and purchases substantially all goods and materials utilized in the operation of the business. HVM employs approximately 9,200 employees in connection with the operation of the hotels. Accordingly, the Debtors themselves do not have any employees. Thus, the Schedules and SOFAs have been prepared, in large part, based upon the information and work product and/or representations made available to the Debtors and their professionals by representatives of HVM, and in limited instances, corporate records held by The Lightstone Group (which owns the equity of certain of the Debtors).

Prior to the Commencement Date, and continuing thereafter, the operations of the Debtors were necessarily connected with and collectively managed by HVM. With the exception of certain service providers, HVM has historically been the entity that has been responsible for the payments to the employees, utility companies, and other third party providers that provide services to the Extended Stay hotels. However, certain contracts may also list one of the Debtor entities as a party, and as a result, it may not be immediately clear whether that certain Debtor entity or HVM is liable for certain of the obligations listed on the Schedules and SOFAs. In addition, the financial affairs and business of the Debtors and HVM are complex and intertwined, and certain payments may have been made by one entity on behalf of another.

Given that HVM's continued performance of its management services was critical to the Debtors' operations, the Debtors were authorized by the Bankruptcy Court to continue to

reimburse HVM so that HVM could continue to pay the employees, vendors, utility companies and other third party service providers that provide crucial and necessary services to continue the operations at the Extended Stay hotels. Additionally, HVM was authorized to pay certain amounts for services that may have been provided to the Debtors prior to the Commencement Date.

This disclaimer is incorporated by reference in, and comprises an integral part of the Schedules and SOFAs, and should be considered in connection with any review of the Schedules and SOFAs.

Asset Presentation. The Debtors have reported the market value of cash and cash equivalents and investment securities where market values were readily accessible as of May 31, 2009, unless otherwise noted. The Debtors believe that it would be an inefficient use of the assets of the Debtors' estates for the Debtors to obtain current market valuations of all of their assets. Accordingly, where necessary, the Debtors have indicated in the Schedules and SOFAs that the value of certain assets (and liabilities) is "Unknown" or "Undetermined." The Debtors have provided the net book value of their assets as of May 31, 2009; however, where possible, the Debtors have provided the net book value of their liabilities as of June 15, 2009. The ultimate market value of the Debtors' assets and liabilities may vary materially from the net book values presented in the Schedules and SOFAs.

In addition, notwithstanding the fact that some assets may not have been recorded on the Debtors' books and records, in certain circumstances the Debtors have listed assets as contingent assets on the Schedules and SOFAs. There may be additional assets that belong to the Debtors that have not been included on the Schedules and SOFAs. The Debtors reserve their right to amend or adjust the value of each asset or liability set forth herein and to add additional assets, as such information becomes available.

In addition, any omission of an asset of the Debtors on the Schedules and SOFAs does not constitute a representation regarding the ownership of the asset, and any such omission shall not constitute a waiver of any and all rights of the Debtors with respect to that particular asset.

Liabilities. The Debtors have sought to allocate liabilities between the prepetition and postpetition periods based on the information and research that was conducted in connection with the preparation of the Schedules and SOFAs. As additional information becomes available and further research is conducted, the allocation of liabilities between prepetition and postpetition periods may change. The Debtors reserve their right to change the allocation of liability to the extent additional information becomes available.

In addition, notwithstanding the fact that some liabilities may not have been recorded on their books and records, the Debtors have listed some of those liabilities on the Schedules and SOFAs, as the Debtors may be the contractual party. The Debtors reserve their right to amend or adjust the value of each asset or liability set forth herein.

Pursuant to Bankruptcy Court orders, the Debtors have been granted authority to pay certain priority prepetition obligations. Accordingly, these liabilities have been or will be satisfied and may or may not be listed in the Schedules and SOFAs.

Excluded Assets and Liabilities Values. Asset values listed are Net Book Value (“NBV”) as of May 31, 2009. The Debtors have excluded the following categories of assets and liabilities from the Schedules and Statements: certain immaterial assets and liabilities, and assets with a net book value of zero, and liabilities that have been or will be satisfied.

Intellectual Property Rights. Exclusion of certain intellectual property shall not be construed to be an admission that such intellectual property rights have been abandoned, have been terminated, or otherwise expired by their terms, or have been assigned or otherwise transferred pursuant to a sale, acquisition, or other transaction. Conversely, inclusion of certain intellectual property shall not be construed to be an admission that such intellectual property rights have not been abandoned, have not been terminated, or otherwise expired by their terms, or have not been assigned or otherwise transferred pursuant to a sale, acquisition, or other transaction. Accordingly, the Debtors reserve all of their rights with respect to the legal status of any and all such intellectual property rights.

Property and Equipment. Unless otherwise noted, owned property and equipment are stated as NBV. In the ordinary course of their business, the Debtors may lease furniture, fixtures, and equipment from certain third party lessors for use in the daily operation of their business. Any such leases are set forth in the Schedules and SOFAs. Nothing in the Schedules and SOFAs is or shall be construed as an admission regarding the legal status of any lease (including whether any lease is a true lease or a financing arrangement), and the Debtors reserve all their rights with respect to any such issue.

Recharacterization. The Debtors have made reasonable efforts to correctly characterize, classify, categorize, and designate the claims, assets, executory contracts, unexpired leases, and other items reported in the Schedules and SOFAs. However, due to the complexity and size of the Debtors’ business, the Debtors may have improperly characterized, classified, categorized, or designated certain items. The Debtors thus reserve all of their rights to recharacterize, reclassify, recategorize, or redesignate items reported in the Schedules and SOFAs at a later time as necessary or appropriate as additional information becomes available.

Claims Description. Any failure to designate a claim on the Debtors’ Schedules and SOFAs as “disputed,” “contingent,” or “unliquidated” does not constitute an admission by the Debtors that such claim is not “disputed,” “contingent,” or “unliquidated.” The Debtors reserve the right to dispute, or to assert offsets or defenses to, any claim reflected on the Schedules and SOFAs as to amount, liability, priority, secured or unsecured status, or classification, or to otherwise designate any claim as “disputed,” “contingent,” or “unliquidated.” Moreover, the Debtors reserve the right to amend the Schedules and SOFAs as necessary and appropriate, including, but not limited to, with respect to claim description and designation.

Intercompany Claims, Agreements, and Related Matters. The Schedules and SOFAs generally do not include intercompany claims, distributions, agreements, or other related matters

between Debtors and between Debtors and non-Debtor affiliates. However, the Schedules and SOFAs do include the claims between the Debtors and HVM.

Contingent Assets/Causes of Action. The Debtors believe that they may possess certain claims and causes of action against various parties. Additionally, the Debtors may possess contingent claims in the form of various avoidance actions they could commence under the provisions of chapter 5 of the Bankruptcy Code and other relevant non-bankruptcy laws. The Debtors, despite reasonable efforts, may not have set forth all of their causes of action against third parties as assets in their Schedules and SOFAs. The Debtors reserve all of their rights with respect to any claims, causes of action, or avoidance actions they may have and nothing contained in these General Notes or the Schedules and SOFAs shall be deemed a waiver of any such claims, avoidance actions, or causes of action or in any way prejudice or impair the assertion of such claims.

The Debtors may also possess contingent and unliquidated claims against affiliated or formerly affiliated entities (both Debtor and non-Debtor) for various financial accommodations and similar benefits they have extended from time to time, including contingent and unliquidated claims for contribution, reimbursement and/or indemnification arising from, among other things, (i) letters of credit, (ii) notes payable and receivable, (iii) surety bonds, (iv) guaranties, (v) indemnities, (vi) warranties, and (vii) taxes. Additionally, prior to the Commencement Date, the Debtors, as plaintiffs, may have commenced various lawsuits in the ordinary course of business against third parties seeking monetary damages. Refer to ESI's SOFA, item 4(a), for lawsuits commenced prior to the Commencement Date in which ESI was a plaintiff.

Insiders. In the circumstances where the Schedules and SOFAs require information regarding "insiders" (as defined in the instructions to the Schedules and SOFAs), the Debtors have included information with respect to certain individuals who served as officers and directors, as the case may be, during the relevant time periods. Such individuals may no longer serve as an officer or director of the Debtors.

Inclusion of information with respect to any such individual is not intended to be, nor shall it be construed as, a binding or legal characterization of such individual as an "insider," as defined under the Bankruptcy Code, federal and state securities laws or any other applicable law. Additionally, the inclusion of information with respect to any such individual is not intended to be, nor shall it be, an admission of any fact, or any claim, right or defense, and any and all such rights, claims and defenses are hereby expressly reserved for all purposes. Information regarding the individuals listed as "insiders" in the Schedules and SOFAs has been included for informational purposes only; such information may not be used for the purpose of determining control of the Debtors, or the extent to which any individual exercised management responsibilities or functions with respect to, or corporate decision-making authority over, the Debtors.

Credits in the Ordinary Course of Business. In the ordinary course of business, the Debtors apply credits against amounts otherwise due to vendors. Certain of these credits are subject to change. Vendor claims are listed at the amounts entered on the Debtors' books and records,

which may reflect credits or allowances due from such creditors to the Debtors. The Debtors reserve all of their rights respecting such credits and allowances.

Schedule A- Real Property. The amount of the current value of the Debtors' interest in all property set forth on Schedule A is unliquidated.

Schedule B- Personal Property.

- **Schedule B16.** The Debtors have listed all outstanding accounts receivable on Schedule B16 without discounting for bad or uncollectable accounts.
- **Schedule B21.** With respect to contingent and unliquidated claims, the schedules of Extended Stay, Inc., ESA PA Properties LLC, ESA TX Properties LP, ESA FL Properties LLC, ESA MN Properties LLC, ESA MD Properties Business Trust, and ESA Operating Lessee Inc. reference certain litigation regarding defects in windows. Prior to the Commencement Date, the aforementioned Debtor entities settled a series of product liability cases with a windows manufacturer and certain of its insurers over defects in windows installed at a number of hotels. The settlement included the entry of a consent judgment for an additional \$30 million to be executed only against the proceeds available under the insurance policies issued by three non-settling insurers. The Debtor entities are pursuing a garnishment action against the insurers. No estimate of recovery is available at this time.

Schedule D- Creditors Holding Secured Claims. Except as otherwise agreed pursuant to a stipulation or order entered by the Bankruptcy Court, the Debtors reserve their rights to dispute or challenge the validity, perfection, or immunity from avoidance, of any lien purported to be granted or perfected in any specific asset to a secured creditor listed on Schedule D. Moreover, although the Debtors may have scheduled claims of various creditors as secured claims, the Debtors reserve all rights to dispute or challenge the secured nature of any such creditor's claim or the characterization of the structure of any such transaction or any document or instrument related to such creditor's claim.

The descriptions provided in Schedule D are intended only to be a summary. Without limiting the foregoing, the inclusion on Schedule D of creditors that have asserted liens is not an acknowledgement of the validity, extent, or priority of any such liens, and the Debtors reserve their right to challenge such liens and the underlying claims on any ground whatsoever. The Debtors have listed the Trustee and the Successor Trustee of the approximately \$4.1 billion loan (the "Mortgage Debt") extended to certain of the Debtors pursuant to the Loan Agreement, dated as of June 11, 2007 (the "Mortgage Loan Agreement"),¹ on Schedule D, and not the certificate holders that hold interests in the Mortgage Debt. Such exclusion is without prejudice to the Debtors rights to treat the certificate holders as creditors or parties in interest for any and all

¹ Subsequent to the closing of the Mortgage Loan Agreement, the Mortgage Debt was sold and assigned to Wachovia Large Loan, Inc., which in turn, deposited the Mortgage Debt into a trust (the "Trust") created under the Trust and Servicing Agreement, dated as of August 1, 2007 (the "Trust and Servicing Agreement").

purposes in the chapter 11 cases. The Debtors have not been provided with a list of such certificate holders and although the Debtors may know the identities of certain of the certificate holders, such information could not be independently verified. Accordingly, despite discussions and inquiries, the Debtors and their professionals still cannot identify the beneficial holders of 100% of the Mortgage Debt. In addition, the Debtors have listed the known entities holding each of the mezzanine loans, aggregating to approximately \$3.3 billion (collectively, the “Mezzanine Debt”) on Schedule D. However, due largely to the Mezzanine Debt being traded, the Debtors may have inadvertently omitted certain entities with an interest in the Mezzanine Debt.

Accordingly, the information contained on Schedule D shall not constitute an admission of liability by, nor is it binding on, the Debtors. The Debtors reserve all rights to amend, modify, supplement, correct, change or alter the information contained on Schedule D.

Reference to the applicable agreements and other related relevant documents is necessary for a complete description of the collateral and the nature, extent and priority of any liens. Nothing in the General Notes or the Schedules and SOFAs shall be deemed a modification or interpretation of the terms of such agreements.

Schedule E- Creditors Holding Unsecured Priority Claims. As noted above, the Bankruptcy Court entered an order granting authority to the Debtors to pay certain prepetition tax obligations that would otherwise be entitled to priority status in the ordinary course. Accordingly, the Debtors may have not included such claims on Schedule E to the extent that the Debtors have satisfied such claims in full or anticipate satisfying such claims in full.

The listing of any claim on Schedule E does not constitute an admission by the Debtors that such claim is entitled to priority under section 507 of the Bankruptcy Code. The Debtors reserve the right to dispute the priority status of any claim on any basis. Moreover, the listing of any tax claim on Schedule E is not an admission or designation by the Debtors that such claim is a prepetition tax claim.

While reasonable efforts have been made, determination of the date upon which each claim in Schedule E was incurred or arose would be unduly burdensome and therefore, the Debtors do not list a date for each claim listed on Schedule E.

Schedule F- Creditors Holding Unsecured Nonpriority Claims. The Bankruptcy Court entered an order granting authority to honor certain prepetition customer programs and insurance payments. Accordingly, certain debts arising out of customer programs and insurance programs have not been included on the Debtors’ Schedules and SOFAs.

Schedule F may reflect the prepetition amounts owing to, among others, counterparties to executory contracts and unexpired leases. Such prepetition amounts, however, may be paid in connection with the assumption, or assumption and assignment, of an executory contract or unexpired lease. Schedule F, however, does not include rejection damages claims of the counterparties to executory contracts and unexpired leases that may be rejected.

Although the Debtors and their professionals have generated financials the Debtors believe to be reasonable, actual liabilities (and assets) may deviate from the Schedules and SOFAs due to certain events that occur through the duration of these chapter 11 cases. Accordingly, the actual amount of claims against the Debtors may vary from the represented liabilities. Parties in interest should not accept that the listed liabilities necessarily reflect the correct amount of any unsecured creditor's allowed claims or the correct amount of all unsecured claims. Similarly, parties in interest should not anticipate that recoveries in these cases will reflect the relationship of aggregate asset values and aggregate liabilities set forth in the Schedules and SOFAs. Parties in interest should consult their own professionals and/or advisors with respect to pursuing a claim.

The claims listed on Schedule F arose or were incurred on various dates. In certain instances, the date on which a claim arose may be unknown or subject to dispute. Although reasonable efforts have been made to determine the date upon which claims listed in Schedule F were incurred or arose, fixing that date for each claim in Schedule F would be unduly burdensome and cost prohibitive and, therefore, the Debtors have not listed a date for each claim listed on Schedule F.

Schedule G- Executory Contracts. While every effort has been made to ensure the accuracy of Schedule G, inadvertent errors or omissions may have occurred. Certain of the leases and contracts listed on Schedule G may contain certain renewal options, guarantees of payment, options to purchase, rights of first refusal, and other miscellaneous rights. Such rights, powers, duties, and obligations are not set forth on Schedule G. In addition, the Debtors may have entered into various other types of agreements in the ordinary course of their business, such as subordination agreements, nondisturbance agreements, supplemental agreements, amendments/letter agreements, title agreements and confidentiality agreements. Such documents are also not set forth in Schedule G. Furthermore, listing a contract or agreement on Schedule G does not constitute an admission that such contract or agreement is an executory contract or unexpired lease or that such contract or agreement was in effect on the Commencement Date or is valid or enforceable.

The Debtors hereby reserve all of their rights to dispute the validity, status, enforceability or liability under, any contracts, agreements, or leases set forth in Schedule G and to amend or supplement such Schedule as necessary. The Debtors also reserve all rights to dispute or challenge the characterization of the structure of any transaction or any document or instrument related to a creditor's claim.

Omission of a contract or agreement from Schedule G does not constitute an admission that such omitted contract or agreement is not an executory contract or unexpired lease. The Debtors' rights under the Bankruptcy Code with respect to any such omitted contracts or agreements are not impaired by the omission.

The Debtors have used reasonable efforts to locate and identify guaranties and other secondary liability claims (collectively, "Guaranties"), including Guaranties of each of their executory contracts, unexpired leases, secured financings, debt instruments, and other agreements. Where such Guaranties have been identified, they have been included in the relevant Schedule G for the Debtor or Debtors affected by such Guaranties. The Debtors, however, believe that certain

Guaranties embedded in the Debtors' executory contracts, unexpired leases, secured financings, debt instruments, and other such agreements may have been inadvertently omitted. Thus, the Debtors reserve all of their rights to amend the Schedules and SOFAs to the extent that such additional Guaranties are identified. Furthermore, certain of the Guaranties reflected on Schedule G may have expired or may be no longer enforceable. Thus, the Debtors reserve their right to amend the Schedules to the extent that additional Guaranties are identified or such Guaranties are discovered to have expired or become unenforceable.

In some cases, the same supplier or provider may appear multiple times in Schedule G. Multiple listings, if any, reflect distinct agreements between the applicable Debtor and such supplier or provider.

Schedule H- Codebtors. Schedule H does not reflect the other Debtor entities that may be jointly and severally liable on the debts listed by each Debtor. Each Debtor's applicable schedule should be referenced for such information.

In addition, the Debtors may not have identified certain guarantees that are embedded in the Debtors' executory contracts, unexpired leases, secured financings, debt instruments and other such agreements.

Further, certain of the guarantees reflected on Schedule H may have expired or may be no longer enforceable. Thus, the Debtors reserve their right to amend the Schedules to the extent that additional guarantees are identified or such guarantees are discovered to have expired or become unenforceable.

SOFA 14 – Setoffs. Although the Debtors are not aware of any, they may incur setoffs in the ordinary course of business. As such, it is impracticable for the Debtors to note such setoffs in the Schedules and SOFAs.

SOFA 19(d) – Financial Statements. For SOFA 19(d), the Debtor reports that, in its ordinary course of business, it issued various financial statements to various interested parties, including, without limitation, the holders of the Mortgage Debt and the Mezzanine Debt, as well as other creditors, equity holders, insurance brokers and insurance carriers for the debtors, certain large vendors and/or utility providers, and other parties. The Debtor did not maintain a record of each of these various recipients or the date on which these financial statements were issued.

SOFA 21(b) – Indirect Stockholders. Due to the complex nature of the corporate structure of the Debtors, each stockholder who indirectly owns, controls or hold five percent or more of the voting or equity securities of the Debtor has not been listed.

Specific Notes. These General Notes are in addition to the specific notes set forth in the individual Schedules and SOFAs. The fact that the Debtors have prepared a specific note with respect to a particular Schedule or SOFA and not as to others does not reflect and should not be interpreted as a decision by the Debtors to exclude the applicability of such General Note to any or all of the Debtors' remaining Schedules or SOFAs, as appropriate. Disclosure of information

in one Schedule, SOFA, exhibit, or continuation sheet even if incorrectly placed, shall be deemed to be disclosed in the correct Schedule, SOFA, exhibit or continuation sheet.

Totals. All totals that are included in the Schedules and SOFAs represent totals of the liquidated amounts for the individual schedule for which they are listed.

Unliquidated Claims Amounts. Claim amounts that could not be fairly quantified by the Debtors are scheduled as “unliquidated.”

Undetermined Amounts. The description of an amount as “undetermined” is not intended to reflect upon the materiality of such amount.

Categories or Labels Used in Schedules and SOFAS. Information requested by the Schedules and SOFAs requires the Debtors to make judgments regarding the appropriate category in which information should be presented or how certain parties, claims or other data should be labeled. The Debtors’ decisions regarding the category or label to use is based on the best information available as of the filing of these Schedules and SOFAs and within the time constraints imposed by the Bankruptcy Code and Federal Rule of Bankruptcy Procedure. The Debtors reserve the right to modify, change or delete any information in the Schedules and SOFAs by amendment, including to the extent some information currently presented should be moved to a different category or labeled in a different way.

General Reservation of Rights. The Debtors specifically reserve the right to amend, modify, supplement, correct, change or alter any part of the Schedules and SOFAs as and to the extent necessary as they deem appropriate.

FORM 7 - STATEMENT OF FINANCIAL AFFAIRS
UNITED STATES BANKRUPTCY COURT
Southern District of New York

In re: ESA Properties L.L.C.

Case No. 09-13815 (JMP)

STATEMENT OF FINANCIAL AFFAIRS

This statement is to be completed by every debtor. Spouses filing a joint petition may file a single statement on which the information for both spouses is combined. If the case is filed under chapter 12 or chapter 13, a married debtor must furnish information for both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed. An individual debtor engaged in business as a sole proprietor, partner, family farmer, or self-employed professional, should provide the information requested on this statement concerning all such activities as well as the individual's personal affairs. To indicate payments, transfers and the like to minor children, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

Questions 1 - 18 are to be completed by all debtors. Debtors that are or have been in business, as defined below, also must complete Questions 19 - 25. **If the answer to an applicable question is "None," mark the box labeled "None."** If additional space is needed for the answer to any question, use and attach a separate sheet properly identified with the case name, case number (if known), and the number of the question.

DEFINITIONS

"In business." A debtor is "in business" for the purpose of this form if the debtor is a corporation or partnership. An individual debtor is "in business" for the purpose of this form if the debtor is or has been, within six years immediately preceding the filing of this bankruptcy case, any of the following: an officer, director, managing executive, or owner of 5 percent or more of the voting or equity securities of a corporation; a partner, other than a limited partner, of a partnership; a sole proprietor or self-employed full-time or part-time. An individual debtor also may be "in business" for the purpose of this form if the debtor engages in a trade, business, or other activity, other than as an employee, to supplement income from the debtor's primary employment.

"Insider." The term "insider" includes but is not limited to: relatives of the debtor; general partners of the debtor and their relatives; corporations of which the debtor is an officer, director, or person in control; officers, directors, and any owner of 5 percent or more of the voting or equity securities of a corporate debtor and their relatives; affiliates of the debtor and insiders of such affiliates; any managing agent of the debtor. 11 U.S.C. § 101.

1. Income from employment or operation of business

State the gross amount of income the debtor has received from employment, trade, or profession, or from operation of the debtor's business, including part-time activities either as an employee or in independent trade or business, from the beginning of this calendar year to the date this case was commenced. State also the gross amounts received during the **two years** immediately preceding this calendar year. (A debtor that maintains, or has maintained, financial records on the basis of a fiscal rather than a calendar year may report fiscal year income. Identify the beginning and ending dates of the debtor's fiscal year.) If a joint petition is filed, state income for each spouse separately. (Married debtors filing under chapter 12 or chapter 13 must state income of both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NONE	AMOUNT	SOURCE
	\$127,520,251.00	Lease Income 01/01/07 - 12/31/07
	\$114,998,979.00	Lease Income 01/01/08 - 12/31/08
	\$39,063,094.00	Lease Income 01/01/09 - 06/14/09



2. Income other than from employment or operation of business

State the amount of income received by the debtor other than from employment, trade, profession, operation of the debtor's business during the **two years** immediately preceding the commencement of this case. Give particulars. If a joint petition is filed, state income for each spouse separately. (Married debtors filing under chapter 12 or chapter 13 must state income for each spouse whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NONE AMOUNT

SOURCE

See Attachment 2

3. Payment to creditors

Complete a. or b., as appropriate, and c.

a. *Individual or joint debtor(s) with primarily consumer debts:* List all payments on loans, installment purchases of goods or services, and other debts to any creditor made within **90 days** immediately preceding the commencement of this case unless the aggregate value of all property that constitutes or is affected by such transfer is less than \$600. Indicate with an asterisk (*) any payments that were made to a creditor on account of a domestic support obligation or as part of an alternative repayment schedule under a plan by an approved nonprofit budgeting and credit counseling agency.

NONE	NAME AND ADDRESS OF CREDITOR	DATES OF PAYMENTS	AMOUNT PAID	AMOUNT STILL OWING
X				

b. *Debtor whose debts are not primarily consumer debts:* List each payment or other transfer to any creditor made within **90 days** immediately preceding the commencement of the case unless the aggregate value of all property that constitutes or is affected by such transfer is less than \$5,475. If the debtor is an individual, indicate with an asterisk (*) any payments that were made to a creditor on account of domestic support obligation or as part of an alternative repayment schedule under a plan by an approved nonprofit budgeting and credit counseling agency. (Married debtors filing under chapter 12 or chapter 13 must include payments and other transfers by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NONE	NAME AND ADDRESS OF CREDITOR	DATES OF PAYMENTS/ TRANSFERS	AMOUNT PAID OR VALUE OF TRANSFERS	AMOUNT STILL OWING
X				

c. *All debtors:* List all payments made within **one year** immediately preceding the commencement of this case to or for the benefit of creditors who are or were insiders. (Married debtors filing under chapter 12 or chapter 13 must include payments by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NONE	NAME AND ADDRESS OF CREDITOR AND RELATIONSHIP TO DEBTOR	DATE OF PAYMENT	AMOUNT PAID	AMOUNT STILL OWING
	See SOFA 3C Attachment			\$14,962,728.00

4. Suits and administrative proceedings, executions, garnishments and attachments

a. List all suits and administrative proceedings to which the debtor is or was a party within **one year** immediately preceding the filing of this bankruptcy case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NONE	CAPTION OF SUIT AND CASE NUMBER	NATURE OF PROCEEDING	COURT OR AGENCY AND LOCATION	STATUS OR DISPOSITION
	See SOFA 4a Attachment			

b. Describe all property that has been attached, garnished or seized under any legal or equitable process within **one year** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NONE	NAME AND ADDRESS OF PERSON FOR WHOSE BENEFIT PROPERTY WAS SEIZED	DATE OF SEIZURE	DESCRIPTION AND VALUE OF PROPERTY
X			

5. Repossessions, foreclosures and returns

List all property that has been repossessed by a creditor, sold at a foreclosure sale, transferred through a deed in lieu of foreclosure or returned to the seller, within **one year** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NONE	NAME AND ADDRESS OF CREDITOR OR SELLER	DATE OF REPOSSESSION, FORECLOSURE SALE, TRANSFER OR RETURN	DESCRIPTION AND VALUE OF PROPERTY
X			

6. Assignments and receiverships

a. Describe any assignment of property for the benefit of creditors made within **120 days** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include any assignment by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NONE	NAME AND ADDRESS OF ASSIGNEE	DATE OF ASSIGNMENT	TERMS OF ASSIGNMENT OR SETTLEMENT
X			

b. List all property which has been in the hands of a custodian, receiver, or court-appointed official within **one year** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NONE	NAME AND ADDRESS OF CUSTODIAN	NAME AND LOCATION OF COURT CASE TITLE NUMBER	DATE OF ORDER	DESCRIPTION AND VALUE OF PROPERTY
X				

7. Gifts

List all gifts or charitable contributions made within **one year** immediately preceding the commencement of this case except ordinary and usual gifts to family members aggregating less than \$200 in value per individual family member and charitable contributions aggregating less than \$100 per recipient. (Married debtors filing under chapter 12 or chapter 13 must include gifts or contributions by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NONE	NAME AND ADDRESS OF PERSON OR ORGANIZATION	RELATIONSHIP TO DEBTOR, IF ANY	DATE OF GIFT	DESCRIPTION AND VALUE OF GIFT
X				

8. Losses

List all losses from fire, theft, other casualty or gambling within **one year** immediately preceding the commencement of this case **or since the commencement of this case**. (Married debtors filing under chapter 12 or chapter 13 must include losses by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NONE	DESCRIPTION AND VALUE OF PROPERTY	DESCRIPTION OF CIRCUMSTANCE AND, IF LOSS WAS COVERED IN WHOLE OR IN PART BY INSURANCE, GIVE PARTICULARS	DATE OF LOSS
	See Sofa 8 Attachment		

9. Payments related to debt counseling or bankruptcy

List all payments made or property transferred by or on behalf of the debtor to any persons, including attorneys, for consultation concerning debt consolidation, relief under the bankruptcy law or preparation of a petition in bankruptcy within **one year** immediately preceding the commencement of this case.

NONE	NAME AND ADDRESS OF PAYEE	DATE OF PAYMENT, NAME OF PAYER IF OTHER THAN DEBTOR	AMOUNT OF MONEY OR DESCRIPTION AND VALUE OF PROPERTY
X			

10. Other transfers

a. List all other property, other than property transferred in the ordinary course of the business or financial affairs of the debtor, transferred either absolutely or as security within **two years** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include transfers by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NONE	NAME AND ADDRESS OF TRANSFEREE, RELATIONSHIP TO DEBTOR	DATE	DESCRIBE PROPERTY TRANSFERRED AND VALUE RECEIVED
X			

b. List all property transferred by the debtor within **ten years** immediately preceding the commencement of this case to a self-settled trust or similar device of which the debtor is a beneficiary.

NONE	NAME OF TRUST OR OTHER DEVICE	DATE(S) OF TRANSFER(S)	AMOUNT OF MONEY OR DESCRIPTION AND VALUE OF PROPERTY OR DEBTOR'S INTEREST IN PROPERTY
X			

11. Closed financial accounts

List all financial accounts and instruments held in the name of the debtor or for the benefit of the debtor which were closed, sold, or otherwise transferred within **one year** immediately preceding the commencement of this case. Include checking, savings, or other financial accounts, certificates of deposit, or other instruments; shares and share accounts held in banks, credit unions, pension funds, cooperatives, associations, brokerage houses and other financial institutions. (Married debtors filing under chapter 12 or chapter 13 must include information concerning accounts or instruments held by or for either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NONE	NAME AND ADDRESS OF INSTITUTION	TYPE OF ACCOUNT, LAST FOUR DIGITS OF ACCOUNT NUMBER, AND AMOUNT OF FINAL BALANCE	AMOUNT AND DATE OF SALE OR CLOSING
X			

12. Safe deposit boxes

List each safe deposit or other box or depository in which the debtor has or had securities, cash, or other valuables within **one year** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include boxes or depositories of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NONE	NAME AND ADDRESS OF BANK OR OTHER DEPOSITORY	NAMES AND ADDRESSES OF THOSE WITH ACCESS TO THE BOX OR DEPOSITORY	DESCRIPTION OF CONTENTS	DATE OF TRANSFER OR SURRENDER, IF ANY
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X

13. Setoffs

List all setoffs made by any creditor, including a bank, against a debt or deposit of the debtor within **90 days** preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NONE	NAME AND ADDRESS OF CREDITOR	DATE OF SETOFF	AMOUNT OF SETOFF
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X

14. Property held for another person

List all property owned by another person that the debtor holds or controls.

NONE	NAME AND ADDRESS OF OWNER	DESCRIPTION AND VALUE OF PROPERTY	LOCATION OF PROPERTY
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X

15. Prior address of debtor

If the debtor has moved within the **three years** immediately preceding the commencement of this case, list all premises which the debtor occupied during that period and vacated prior to the commencement of this case. If a joint petition is filed, report also any separate address of either spouse.

NONE	ADDRESS	NAME USED	DATES OF OCCUPANCY
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X

16. Spouses and Former Spouses

If the debtor resides or resided in a community property state, commonwealth, or territory (including Alaska, Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington, or Wisconsin) within **eight years** immediately preceding the commencement of the case, identify the name of the debtor's spouse and of any former spouse who resides or resided with the debtor in the community property state.

NONE	NAME
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X

17. Environmental Information.

For the purpose of this question, the following definitions apply:

"Environmental Law" means any federal, state, or local statute or regulation regulating pollution, contamination, releases of hazardous or toxic substances, wastes or material into the air, land, soil, surface water, groundwater, or other medium, including, but not limited to, statutes or regulations regulating the cleanup of these substances, wastes, or material.

"Site" means any location, facility, or property as defined under any Environmental Law, whether or not presently or formerly owned or operated by the debtor, including, but not limited to, disposal sites.

"Hazardous Material" means anything defined as a hazardous waste, hazardous substance, toxic substance, hazardous material, pollutant, or contaminant or similar term under an Environmental Law.

a. List the name and address of every site for which the debtor has received notice in writing by a governmental unit that it may be liable or potentially liable under or in violation of an Environmental Law. Indicate the governmental unit, the date of the notice, and, if known, the Environmental Law:

NONE	SITE NAME AND ADDRESS	NAME AND ADDRESS OF GOVERNMENTAL UNIT	DATE OF NOTICE	ENVIRONMENTAL LAW
X				

b. List the name and address of every site for which the debtor provided notice to a governmental unit of a release of Hazardous Material. Indicate the governmental unit to which the notice was sent and the date of the notice.

NONE	SITE NAME AND ADDRESS	NAME AND ADDRESS OF GOVERNMENTAL UNIT	DATE OF NOTICE	ENVIRONMENTAL LAW
X				

c. List all judicial or administrative proceedings, including settlements or orders, under any Environmental Law with respect to which the debtor is or was a party. Indicate the name and address of the governmental unit that is or was a party to the proceeding, and the docket number.

NONE	NAME AND ADDRESS OF GOVERNMENTAL UNIT	DOCKET NUMBER	STATUS OR DISPOSITION
X			

18. Nature, location and name of business

a. *If the debtor is an individual*, list the names, addresses, taxpayer-identification numbers, nature of the businesses, and beginning and ending dates of all businesses in which the debtor was an officer, director, partner, or managing executive of a corporation, partner in a partnership, sole proprietor, or was self-employed in a trade, profession, or other activity either full – or part-time within **six years** immediately preceding the commencement of this case, or in which the debtor owned 5 percent or more of the voting or equity securities within **six years** immediately preceding the commencement of this case.

If the debtor is a partnership, list the names, addresses, taxpayer-identification numbers, nature of the businesses, and beginning and ending dates of all businesses in which the debtor was a partner or owned 5 percent or more of the voting or equity securities, within **six years** immediately preceding the commencement of this case.

If the debtor is a corporation, list the names, addresses, taxpayer-identification numbers, nature of the businesses, and beginning and ending dates of all businesses in which the debtor was a partner or owned 5 percent or more of the voting or equity securities within **six years** immediately preceding the commencement of this case.

NONE	NAME	LAST FOUR DIGITS OF SOCIAL-SECURITY OR OTHER INDIVIDUAL TAXPAYER-I.D. NO. (ITIN)/COMPLETE EIN	ADDRESS	NATURE OF BUSINESS	BEGINNING AND ENDING DATES
	ESA Operating Lessee Inc.	4369	100 Dunbar Street Spartanburg, SC 29306	Owner of 1450 shares of preferred stock and 166 shares of common stock	

b. Identify any business listed in response to subdivision a., above, that is "single asset real estate" as defined in 11 U.S.C. § 101.

NONE	NAME	ADDRESS
X		

The following questions are to be completed by every debtor that is a corporation or partnership and by any individual debtor who is or has been, within **six years** immediately preceding the commencement of this case, any of the following: an officer, director, managing executive, or owner of more than 5 percent of the voting or equity securities of a corporation; a partner, other than a limited partner, of a partnership, a sole proprietor, or self-employed in a trade, profession, or other activity, either full- or part-time.

*(An individual or joint debtor should complete this portion of the statement **only** if the debtor is or has been in business, as defined above, within six years immediately preceding the commencement of this case. A debtor who has not been in business within those six years should go directly to the signature page.)*

19. Books, records and financial statements

a. List all bookkeepers and accountants who within **two years** immediately preceding the filing of this bankruptcy case kept or supervised the keeping of books of account and records of the debtor.

NONE	NAME AND ADDRESS	DATES SERVICES RENDERED
	HVM L.L.C. 100 Dunbar Street Spartanburg, SC 29306	6/15/2007-6/15/2009
	The Lightstone Group 1985 Cedar Bridge Avenue Lakewood, NJ 08701	6/15/2007-6/15/2009

b. List all firms or individuals who within **two years** immediately preceding the filing of this bankruptcy case have audited the books of account and records, or prepared a financial statement of the debtor.

NONE	NAME	ADDRESS	DATES SERVICES RENDERED
	HVM L.L.C.	100 Dunbar Street Spartanburg, SC 29306	2007-2009
	Ernst & Young, LLP	75 Beattie Place Ste 800 Greenville, SC 29601	2007-2008

c. List all firms or individuals who at the time of the commencement of this case were in possession of the books of account and records of the debtor. If any of the books of account and records are not available, explain.

NONE	NAME	ADDRESS
	HVM L.L.C.	100 Dunbar Street Spartanburg, SC 29306
	The Lightstone Group	1985 Cedarbridge Ave Lakewood, NJ 08701

d. List all financial institutions, creditors and other parties, including mercantile and trade agencies, to whom a financial statement was issued by the debtor within **two years** immediately preceding the commencement of this case.

NONE	NAME AND ADDRESS	DATE ISSUED
X		

20. Inventories

a. List the dates of the last two inventories taken of your property, the name of the person who supervised the taking of each inventory, and the dollar amount and basis of each inventory.

NONE	DATE OF INVENTORY	INVENTORY SUPERVISOR	DOLLAR AMOUNT OF INVENTORY (Specify cost, market or other basis)
X			

b. List the name and address of the person having possession of the records of each of the inventories reported in a., above.

NONE	DATE OF INVENTORY	NAME AND ADDRESS OF CUSTODIAN OF INVENTORY RECORDS
X		

21. Current Partners, Officers, Directors and Shareholders

a. If the debtor is a partnership, list the nature and percentage of partnership interest of each member of the partnership.

NONE	NAME AND ADDRESS	NATURE OF INTEREST	PERCENTAGE OF INTEREST
X			

b. If the debtor is a corporation, list all officers and directors of the corporation, and each stockholder who directly or indirectly owns, controls, or holds 5 percent or more of the voting or equity securities of the corporation.

NONE	NAME AND ADDRESS	TITLE	NATURE AND PERCENTAGE OF STOCK OWNERSHIP
	David Lichtenstein 1985 Cedarbridge Ave Lakewood, NJ 08701	Director, CEO and President/Chairman	N/A N/A
	ESA Mezz L.L.C. 100 Dunbar St Spartanburg, SC 29306		100% 100%
	F. Joseph Rogers 100 Dunbar St Spartanburg, SC 29306	Assistant Secretary	N/A N/A
	Joseph K. Winrich - Natl Registered Agents Inc 141 Peaked Mountain Rd Townshend, VT 05353	Independent Director	N/A N/A
	Joseph Teichman 1985 Cedarbridge Ave Lakewood, NJ 08701	Director, Secretary, and General Counsel	N/A N/A
	Robert K. Rowell - Natl Registered Agents Inc 141 Peaked Mountain Rd Townshend, VT 05353	Independent Director	N/A N/A

22. Former partners, officers, directors and shareholders

a. If the debtor is a partnership, list each member who withdrew from the partnership within **one year** immediately preceding the commencement of this case.

NONE	NAME	ADDRESS	DATE OF WITHDRAWAL
X			

b. If the debtor is a corporation, list all officers or directors whose relationship with the corporation terminated within **one year** immediately preceding the commencement of this case.

NONE	NAME AND ADDRESS	TITLE	DATE OF TERMINATION
X			

23. Withdrawals from a partnership or distributions by a corporation

If the debtor is a partnership or corporation, list all withdrawals or distributions credited or given to an insider, including compensation in any form, bonuses, loans, stock redemptions, options exercised and any other perquisite during **one year** immediately preceding the commencement of this case.

NONE	NAME AND ADDRESS OF RECIPIENT, RELATIONSHIP TO DEBTOR	DATE AND PURPOSE OF WITHDRAWAL	AMOUNT OF MONEY OR DESCRIPTION AND VALUE OF PROPERTY
X			

24. Tax Consolidation Group.

If the debtor is a corporation, list the name and federal taxpayer-identification number of the parent corporation of any consolidated group for tax purposes of which the debtor has been a member at any time within **six years** immediately preceding the commencement of the case.

NONE	NAME OF PARENT CORPORATION	TAXPAYER-IDENTIFICATION NUMBER(EIN)
	Extended Stay Inc	20-1087401

25. Pension Funds

If the debtor is not an individual, list the name and federal taxpayer-identification number of any pension fund to which the debtor, as an employer, has been responsible for contributing at any time within six years immediately preceding the commencement of the case.

NONE	NAME OF PENSION FUND	TAXPAYER-IDENTIFICATION NUMBER(EIN)
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X		
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In Re: ESA Properties L.L.C.

Case No. 09-13815

Attachment 2

Income other than from operation of business

Income other than from operation of business	Source	Time Period
\$805,000	Interest income from subsidiary (A)	01/01/07 - 12/31/07
\$145,000	Preferred dividend income from subsidiary (B)	01/01/07 - 12/31/07
\$805,000	Interest income from subsidiary (A)	01-01-08 - 12/31/08
\$145,000	Preferred dividend income from subsidiary (B)	01/01/08 - 12/31/08
\$9,540	Construction bond refund	01/01/08 - 12/31/08
\$1,053	Interest income	01/01/08 - 12/31/08
\$14,878	Construction bond refund	01/01/09 - 06/14/09
\$139,527	Condemnation proceeds	01/01/09 - 06/14/09
\$366,722	Interest income from subsidiary (A)	01/01/09 - 06/14/09
\$40,347	Miscellaneous refunds and other income	01/01/09 - 06/14/09
\$66,056	Preferred dividend income from subsidiary (B)	01/01/09 - 06/14/09
(A) Income relates to note receivable from ESA Operating Lessee Inc.		
(B) Dividend income from ESA Operating Lessee Inc.		

SOFA 3C--Payments to Insiders, trailing 12 months ended 5/31/09

case #-->> **09-13815**

**ESA
Properties LLC**

HVM L.L.C.

Management fees (A)	
G&A reimbursement (A)	
Service fees (A)	
<u>Pass-through Costs(B):</u>	
Property operating expenses	
Personal property taxes paid	420,967
Property damage loss claim payments	1,348,224
Capital expenditures	13,193,537
Subtotal, HVM L.L.C.	14,962,728

BHAC Capital IV LLC

Trademark fees (C)	
Common stock dividends (D)	
Subtotal, BHAC Capital IV LLC	-

The Lightstone Group / Lightstone Real Estate Partners LLC

Asset management fee (2008) (E)	
Asset management fee (2009) (F)	
Subtotal, The Lightstone Group	-

(A) Under agreements with HVM L.L.C. ("HVM"), the debtors pay management fees, G&A reimbursement fees and service fees to HVM.

Included in such fees and G&A Reimbursements are the following items paid to insiders, for all of the Debtor entities, as follows:
****** travel, entertainment and overhead costs of \$92,124 for David Lichtenstein and Joseph Teichman, who are directors and officers of the debtors.
****** allocated rent and utilities costs of \$60,847 for HVM office space in The Lightstone Group's New York City office
****** directors and officers insurance premiums of \$291,550 for D&O coverage of HVM Manager LLC, an entity controlled by David Lichtenstein,
****** HVM office sublease rent of \$1,131,477 paid to BHAC Capital IV LLC, a non-debtor affiliate, which in turn paid rent of \$1,068,617 on the same office space under a master lease with ESA P Portfolio LLC, a debtor,

(B) The debtor entities transfer funds to HVM in the ordinary course of business to reimburse property operating and owner expenses of the debtors.

(C) Trademark fees are governed by license agreements with BHAC Capital IV, LLC, a non-debtor affiliate.

(D) Common stock dividends were paid from ESI to BHAC Capital IV LLC on various dates (detailed on SOFA #23).

(E) Payments were made on various dates from 6/15/08 to 6/14/09 paid by debtors (Extended Stay Inc. and Homestead Village LLC).

(F) Payment of \$250,000 on 1/7/09 and \$750,000 on 1/22/09 were made by DL-DW Holdings LLC, a non-debtor affiliate, and were allocated to Extended Stay Inc. and Homestead Village LLC.

In re: ESA Properties L.L.C.
Case No. 09-13815
Attachment 4a
Suits, executions, garnishments, and attachments

Caption of suit	Case number	Nature of proceeding	Court	Location of court	Status or disposition
Armstrong, Tyrone v ESA Properties L.L.C.	CA20085914	General Liability	Superior Court of the State of Arizona, County of Pima	Tucson AZ	Pending
Commonwealth of Kentucky Transportation Cabinet Department of Highways v BRE/ESA Properties L.L.C. n/k/a ESA Properties L.L.C.	04CI01977	Condemnation	Boone Circuit Court	Covington, KY	Pending
Disabled Patrons of America v. ESA Properties L.L.C. (improperly named as HPT Suite Properties Trust)	1:08-CV-03903-CAP	ADA	US District Court, Northern District of Georgia	Atlanta, GA	Pending
Gwinnett County Georgia v. BRE/Wellesley Properties LLC, Mortgage Electronic Registration Systems Inc	06A-04879-9	Condemnation	Superior Court of Gwinnett County	Buford, GA	Settled
Onika John and Nicarr Higa v. BRE/ESA Properties LLC, ABC Partnerships 1-10, XYZ Corporations 1-10 and John Does 1-10, Jane Does 1-10	C20066279	General Liability	Arizona Superior Court, Pima County	Tucson AZ	Dismissed without prejudice

In re: ESA Properties L.L.C.
Case No. 09-13815
Attachment 8
Losses

Date of Incident/Loss	Site Name	Description of property	Loss Amount/Value of property	Claimed on insurance
06/17/2008	KANSAS CITY - NORTHEAST - WORLDS OF FUN	ROOM 325 TOILET OVERFLOWED & FLOODED ROOM	\$5,390.00	
06/22/2008	NASHVILLE - AIRPORT	ROOM 306 GREASE FIRE. STOVE, HOOD, CABINETS, FLOORING, WALLS & CEILING DAMAGED.	\$4,211.00	
06/23/2008	MEMPHIS - SYCAMORE VIEW	NO IR. PER INVOICE WATER DAMAGE TO ROOMS 319 & 219 FROM ROOF LEAK. IR SENT IN LATER WITH INCIDENT DATE OF 03/29/08.	\$3,920.00	
06/26/2008	DETROIT - LIVONIA	NON GUEST HIT LIGHT POLE IN SOUTH END OF PARKING LOT. BOTH LIGHTS FELL FROM POLE & SHATTERED & POLE WAS PUSHED OFF CENTER & ASPHALT IS PUSHED UP.	\$3,634.02	
06/27/2008	KANSAS CITY - AIRPORT	ROOM 308 GUEST FIGHT.	\$3,175.00	
06/27/2008	SEATTLE - BELLEVUE	ROOM 307 BATHTUB OVERFLOWED & DAMAGED 207 & 107.	\$2,534.25	
06/29/2008	LEXINGTON - NICHOLASVILLE ROAD	ROOM 312 TUB CRACKED & WATER LEAKED DOWN TO 212.	\$4,765.00	
07/01/2008	ALBUQUERQUE - AIRPORT	WE HAVE A GUEST MR. JESSE ALMANZA ROOM #331 WHO WAS FRYING A TORTILLA. HE LAID DOWN AND FELL ASLEEP. HE AWOKE TO THE ROOM FILLED WITH SMOKE, THE FIRE ALARM GOING OFF AND THE SPRINKLERS. MR. ALMANZA ADMITTED TO THE FIRE DEPT THAT HE HAD REMOVED THE SMOKE D	\$31,827.13	
07/02/2008	DETROIT - ANN ARBOR	STORMS IN AREA - TREE BRANCH SNAPPED AND FELL ON GUEST RENTAL VEHICLE	\$2,500.00	
07/03/2008	DETROIT - MADISON HEIGHTS	ROOM 307 SPRINKLER WENT OFF. FIRE DEPT SAID SPINKLER GAGE WAS EXTREMELY HOT.	\$6,526.32	
07/08/2008	INDIANAPOLIS - NORTHWEST - COLLEGE PARK	ROOM 324 SPRINKLER ACTIVATED. WATER DAMAGE TO 224, 222 & 122. GUEST SAYS IT JUST "WENT OFF". FIREMAN SAYS IT APPEARS TO HAVE BEEN TAMPERED WITH. 16 ROOMS DAMAGED & 1ST FLOOR CORRIDOR.	\$37,656.68	
07/12/2008	SACRAMENTO - WHITE ROCK RD.	ROOM 333 KITCHEN SINK OVERFLOWING & WATER DAMAGED 233 CEILING.	\$4,960.85	
07/12/2008	KANSAS CITY - LENEXA - 95TH ST.	ROOM 112 GUEST BEATEN BY HIS EMPLOYEE. CRIME SCENE CLEANERS DISPOSED OF BOX SPRINGS, MATTRESS, COUCH, DRAPES, PICTURE, BEDSPREADS, BLANKETS, ALL LINENS.	\$3,275.00	
07/13/2008	CLEVELAND - MIDDLEBURG HEIGHTS	ROOM 310 - GUEST DEATH	\$2,975.00	
07/14/2008	DENVER - CHERRY CREEK	FIRE OUTSIDE ROOM 145 IN BUSHES. BUILDING SIDEING BURNT & 145, 234 & 345 HAVE SMOKE DAMAGE. FIRE MOST LIKELY CAUSED BY FIREWORKS.	\$9,970.00	
07/27/2008	PHILADELPHIA - MT. LAUREL	LIGHTENING STRIKE DAMAGED PHONES, INTERNET, SECURITY CAMERA, 3 TVS, 13 SMOKE DETECTORS & FIRE PANEL.	\$39,302.77	
07/30/2008	KANSAS CITY - SOUTH	STORM CAUSE WATER INTRUSION IN ROOMS 128, 132, 200, 203, 222, 230, 303, 338 & FRONT OFFICE.	\$20,571.75	
07/30/2008	KANSAS CITY - INDEPENDENCE	STORM CAUSE WATER TO LEAK IN TO ROOM 140 & 141	\$3,330.20	

In re: ESA Properties L.L.C.
Case No. 09-13815
Attachment 8
Losses

Date of Incident/Loss	Site Name	Description of property	Loss Amount/Value of property	Claimed on insurance
08/01/2008	KANSAS CITY - SOUTH	3RD FLOOR AC CONDENSATION DRAIN PAN BROKEN. WATER RAN INTO 2ND FLOOR MECHANICAL ROOM & 1ST FLOOR HOUSEKEEPING ROOM.	\$4,260.00	
08/01/2008	KANSAS CITY - LENEXA - 95TH ST.	HOT WATER HEATER LINE BROKE IN ROOM 249. WATER LEAKING INTO 149 & 148.	\$6,992.80	
08/04/2008	MERRILLVILLE - US RTE. 30	WATER DAMAGE TO FRONT OFFICE, PUBLIC AREAS & ROOMS 134, 115, 116 & 139.	\$4,484.56	
08/04/2008	CHICAGO - ELMHURST - O'HARE	LIGHTENING DAMAGED PARKING LOT LIGHTS, SIGNAGE, PHONE & INTERNET.	\$9,002.43	
08/04/2008	KANSAS CITY - SOUTH	WATER LINE IN PARKING LOT BROKE.	\$48,070.00	
08/05/2008	KANSAS CITY - INDEPENDENCE	ROOM 324 LEAKING INTO ROOM 224.	\$4,290.00	
08/09/2008	CHARLESTON - AIRPORT - NORTH CHARLESTON	ROOM 206 TOILET VALVE BROKE. DAMAGE TO 204, 104, 105, 106, 107 & 108. ***8/27 FOUND ROOM 202 COVERED IN MOLD. ROOM WAS VACANT SO IT WASN'T CHECKED WHEN TOILET ORIGINALLY BROKE - I AGREED TO COVER UNDER INSURANCE.	\$40,051.88	
08/14/2008	COLORADO SPRINGS - WEST	NO IR. PER INVOICE WATER DAMAGE TO 312, 212 & 112 DUE TO TOILET BROKEN.	\$6,720.00	
08/20/2008	LITTLE ROCK - WEST	ROOM 311 DAMAGE TO CEILING, CARPET WET IN ENTRANCE TO ROOM & LIVING AREA DUE TO ROOF LEAK.	\$6,745.00	
08/22/2008	LEXINGTON - NICHOLASVILLE ROAD	HIGH WINDS TOOK OFF SHINGLES & CAUSED WATER DAMAGE TO CEILING IN STAIRWELL CAUSING IT TO PULL AWAY FROM THE TOP.	\$7,800.00	
08/29/2008	TACOMA/HOSMER	ROOM 204 GUEST PASSED OUT WITH SHOWER RUNNING. WATER RAN DOWN TO 104.	\$3,057.81	
09/01/2008	LAFAYETTE - AIRPORT	GUSTAV - TOWER SIGN AND SOFFIT DAMAGED, WATER INTRUSION IN 11 ROOMS, CEILING DAMAGE IN 304, DUMPSTER FENCE BROKEN.	\$25,436.84	
09/03/2008	KANSAS CITY - AIRPORT	WATER INTRUSION IN ROOM 329 DUE TO STORM. POSSIBLY FROM ROOF DAMAGE.	\$4,780.00	
09/05/2008	KANSAS CITY - LENEXA - 95TH ST.	ROOM 240 HOT WATER LINE BROKE & WATER RAN DOWN TO 140.	\$2,980.00	
09/06/2008	SACRAMENTO - VACAVILLE	ROOM 217 SPRINKLER DISCHARGED & FIRE ALARM SOUNDED. NO FIRE. ROOM DESTROYED, HALLWAY WAS ANKLE DEEP IN WATER.	\$30,153.51	
09/08/2008	NEW ORLEANS - KENNER	GUSTAV - ROOF AND SOFFIT DAMAGE, A/C NOT WORKING, FRONT DOOR GLASS BROKEN, SATELLITE DISH AND ANTENNA BLOWN DOWN.	\$14,093.29	
09/10/2008	KANSAS CITY - INDEPENDENCE	KITCHEN WATER LINE PIPE BROKE & DAMAGED ALL KITCHEN CABINETS IN ROOM 137	\$6,240.20	
09/11/2008	KANSAS CITY - NORTHEAST - WORLDS OF FUN	WATER LINE BROKE IN 201; LEAKED INTO 101.	\$2,570.00	
09/12/2008	LITTLE ROCK - WEST	DUMPSTER FENCE APPEARS TO HAVE BEEN HIT BY A VEHICLE.	\$2,615.00	

In re: ESA Properties L.L.C.
Case No. 09-13815
Attachment 8
Losses

Date of Incident/Loss	Site Name	Description of property	Loss Amount/Value of property	Claimed on insurance
09/13/2008	DAYTON - SOUTH	IKE - POWER & PHONE OUTAGE & ROOF DAMAGE. 200+ SHINGLES MISSING & ROOF EXPOSED. GUTTER ON BACK IS HANGING AWAY FROM BUILDING.	\$7,500.00	INLAND HURRICANE IKE LOSSES ARE SUBJECT TO ONE COMMON DEDUCTIBLE OF \$100,000. THESE LOSSES AGGREGATE \$294,021 ACROSS ALL DEBTORS, THUS AN AGGREGATE.
09/13/2008	LITTLE ROCK - WEST	IKE - SIDING BENEATH THE ROOF AWNING IS DAMAGED.	\$9,360.00	INLAND HURRICANE IKE LOSSES ARE SUBJECT TO ONE COMMON DEDUCTIBLE OF \$100,000. THESE LOSSES AGGREGATE \$294,021 ACROSS ALL DEBTORS, THUS AN AGGREGATE.
09/14/2008	CINCINNATI - SPRINGDALE - SOUTH	IKE - HIGH WINDS DAMAGED SHINGLES & DOWN SPOUT.	\$20,748.94	INLAND HURRICANE IKE LOSSES ARE SUBJECT TO ONE COMMON DEDUCTIBLE OF \$100,000. THESE LOSSES AGGREGATE \$294,021 ACROSS ALL DEBTORS, THUS AN AGGREGATE.
09/14/2008	LOUISVILLE - HURSTBOURNE	IKE - ROOF DAMAGE & WINDOW SCREENS DAMAGED	\$3,265.00	INLAND HURRICANE IKE LOSSES ARE SUBJECT TO ONE COMMON DEDUCTIBLE OF \$100,000. THESE LOSSES AGGREGATE \$294,021 ACROSS ALL DEBTORS, THUS AN AGGREGATE.
09/14/2008	COLUMBUS - EAST	IKE - SHINGLES BLOWN OFF & ROOF TOP LIFTED. COMPLETE ROOF APPROVED.	\$37,250.00	INLAND HURRICANE IKE LOSSES ARE SUBJECT TO ONE COMMON DEDUCTIBLE OF \$100,000. THESE LOSSES AGGREGATE \$294,021 ACROSS ALL DEBTORS, THUS AN AGGREGATE.
09/14/2008	CINCINNATI - FLORENCE	IKE - FENCE DAMAGED, POWER OUTAGE, SHINGLES & GUTTERS DAMAGED	\$10,216.67	INLAND HURRICANE IKE LOSSES ARE SUBJECT TO ONE COMMON DEDUCTIBLE OF \$100,000. THESE LOSSES AGGREGATE \$294,021 ACROSS ALL DEBTORS, THUS AN AGGREGATE.

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09/14/2008	EVANSVILLE - EAST	IKE - ROOF & DUMPSTER GATE DAMAGED.	\$38,266.25	INLAND HURRICANE IKE LOSSES ARE SUBJECT TO ONE COMMON DEDUCTIBLE OF \$100,000. THESE LOSSES AGGREGATE \$294,021 ACROSS ALL DEBTORS, THUS AN AGGREGATE.
09/14/2008	CLEVELAND - AIRPORT - NORTH OLMSTED	IKE - POWER SURGE & OUTAGE. 4 ELECTRICAL CONTACTORS THAT SUPPLY VOLTAGE TO ALL EXTERIOR SIGNAGE & LIGHTING DAMAGED.	\$2,386.20	INLAND HURRICANE IKE LOSSES ARE SUBJECT TO ONE COMMON DEDUCTIBLE OF \$100,000. THESE LOSSES AGGREGATE \$294,021 ACROSS ALL DEBTORS, THUS AN AGGREGATE.
09/14/2008	LEXINGTON - NICHOLASVILLE ROAD	IKE - FACINGS ON OUTSIDE OF STAIRWELLS PULLED FROM BUILDING & ADDITIONAL DAMAGE TO GABLE AREA.	\$4,120.00	INLAND HURRICANE IKE LOSSES ARE SUBJECT TO ONE COMMON DEDUCTIBLE OF \$100,000. THESE LOSSES AGGREGATE \$294,021 ACROSS ALL DEBTORS, THUS AN AGGREGATE.
09/14/2008	LOUISVILLE - DUTCHMAN	IKE - GUTTERS & DOWN SPOUTS TORN DOWN, 3 TREES UP ROOTED, 2 LIGHT POLES DO NOT WORK & SIGN DAMAGED.	\$4,500.00	INLAND HURRICANE IKE LOSSES ARE SUBJECT TO ONE COMMON DEDUCTIBLE OF \$100,000. THESE LOSSES AGGREGATE \$294,021 ACROSS ALL DEBTORS, THUS AN AGGREGATE.
09/14/2008	CINCINNATI - SPRINGDALE - NORTH	IKE - SHINGLES, SOFFIT & GUTTERS BLOWN DOWN & FENCE & SIGNAGE DAMAGED & 9 BUILDING LIGHTS OUT. WIND RIPPED THROUGH ATTIC & SPRINKLER PIPE BROKE. WATER DAMAGED ROOM 327	\$21,451.89	INLAND HURRICANE IKE LOSSES ARE SUBJECT TO ONE COMMON DEDUCTIBLE OF \$100,000. THESE LOSSES AGGREGATE \$294,021 ACROSS ALL DEBTORS, THUS AN AGGREGATE.
09/14/2008	CINCINNATI - COVINGTON	IKE - SHINGLES, RIDGE CAP & GUTTERS BLOWN OFF. TREES & LANDSCAPING DAMAGED.	\$16,377.12	INLAND HURRICANE IKE LOSSES ARE SUBJECT TO ONE COMMON DEDUCTIBLE OF \$100,000. THESE LOSSES AGGREGATE \$294,021 ACROSS ALL DEBTORS, THUS AN AGGREGATE.

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09/14/2008	COLUMBUS - DUBLIN	IKE - SHINGLES BLOWN OFF & PARKING LOT LIGHT DAMAGED.	\$800.00	INLAND HURRICANE IKE LOSSES ARE SUBJECT TO ONE COMMON DEDUCTIBLE OF \$100,000. THESE LOSSES AGGREGATE \$294,021 ACROSS ALL DEBTORS, THUS AN AGGREGATE.
09/14/2008	SHREVEPORT - BOSSIER CITY	IKE DAMAGES: SHINGLES, GUTTERS, ROOM 136 & 337 WATER DAMAGED THE WORST, EXIT SIGNS, MANY OTHER ROOMS HAVE WATER INTRUSION.	\$4,136.00	INLAND HURRICANE IKE LOSSES ARE SUBJECT TO ONE COMMON DEDUCTIBLE OF \$100,000. THESE LOSSES AGGREGATE \$294,021 ACROSS ALL DEBTORS, THUS AN AGGREGATE.
09/14/2008	CHAMPAIGN - URBANA	IKE - SOFFIT ON SOUTHEAST SIDE OF BUILDING IS LOOSE FROM HIGH WINDS.	\$400.00	INLAND HURRICANE IKE LOSSES ARE SUBJECT TO ONE COMMON DEDUCTIBLE OF \$100,000. THESE LOSSES AGGREGATE \$294,021 ACROSS ALL DEBTORS, THUS AN AGGREGATE.
09/14/2008	COLUMBUS - EASTON	IKE - SHINGLES, FLASHING, SOFFET & DOWN SPOUT DAMAGED.	\$1,000.00	INLAND HURRICANE IKE LOSSES ARE SUBJECT TO ONE COMMON DEDUCTIBLE OF \$100,000. THESE LOSSES AGGREGATE \$294,021 ACROSS ALL DEBTORS, THUS AN AGGREGATE.
09/24/2008	LOS ANGELES - LA MIRADA	ROOM 137 WALL WITH PTAC DAMAGED BY A VEHICLE.	\$5,487.00	
09/28/2008	KANSAS CITY - LENEXA - 95TH ST.	SHINGLES & RIDGE PACK OF BUILDING D APPARENTLY DAMAGED FROM STORM CAUSING WATER INTRUSION IN ROOM 241 & 141.	\$10,660.00	
09/29/2008	KANSAS CITY - INDEPENDENCE	WATER LINE BROKE IN CEILING OF 3RD FLOOR NORTH SIDE STORAGE ROOM & WATER LINE BROKE IN 323 & LEAKED IN TO 223.	\$2,960.00	
09/29/2008	KANSAS CITY - INDEPENDENCE	NO IR. PER WO THE FOLLOWING REPAIRS ARE A RESULT OF PASSING STORM THAT HIT HOTEL. ROOF - REPLACE THE FOLLOWING; APPROX 60SF OF MISSING OR DAMAGED SHINGLES ON N ROOF, 10LF OF RIDGE CAP. 3RD FL STORAGE RM - REMOVE APPROX 80SF OF WATER DAMAGED ROCK & INSUL	\$5,430.00	
10/02/2008	INDIANAPOLIS - NORTH	HOT WATER LINE LEAKED BETWEEN ROOMS 121 & 123. HALLWAY CARPET WET.	\$2,500.00	
10/20/2008	DENVER - THORNTON	GUEST ROOM SOILED WITH URINE, FECES AND VOMIT. MATTRESS,BOX SPRING,TELEPHONE,CARPET AND BATHROOM DAMAGED.	\$5,215.00	

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10/22/2008	BOSTON - NASHUA	AUTO HIT HOTEL. NON-GUEST HIT BUILDING OUTSIDE OF ROOM 118. WE WILL BE ABLE TO SAVE ALL FF & E AS WELL AS THE CARPET. GEICO CLAIM #0328844500101015.	\$4,700.00	
10/23/2008	FRESNO - WEST	SPRINKLER IN ROOM 313 SET OFF. GUEST ADMITTED TO HANGING A HANGER IT. SERVPRO TECH SAW EVIDENCE OF A FIRE. BELIEVE GUEST THREW IT IN THE SHOWER & THEN SET OFF SPRINKLER.	\$6,980.94	
10/25/2008	SAN DIEGO/CARLSBAD VILLAGE BY THE SEA	FLOODING DUE TO BROKEN SUPPLY LINE IN RM 131- DAMAGE TO ROOMS 130-134 AND HALLWAY.	\$16,335.67	
10/30/2008	SEATTLE - BELLEVUE	NO IR. PER INVOICE TROUBLE SHOOT ELECTRICAL PROBLEM FROM VANDALISM.	\$2,652.40	
11/01/2008	OAKLAND - ALAMEDA	MAIN SEWER LINE CLOGGED & FLOODED ROOM 112 & HALLWAY.	\$25,965.07	
11/26/2008	ATLANTA - MARIETTA - CANTON RD	GUEST IN ROOM 220 LEFT THE FAUCET IN THE BATHROOM ON WHILE TECHS CHANGED HOT WATER HOLDING TANKS. WATER DRAINED INTO ROOM 120 & 122.	\$3,500.00	
11/28/2008	CINCINNATI - SPRINGDALE - SOUTH	ROOM 101 FIRE. THIS WAS STATED TO ME FROM THE FIRE CHIEF " A GUEST WALKED PAST THE WINDOW OF THAT ROOM EARLIER THAT DAY AND SAW THAT THERE WAS A CANDLE LIT ON TOP OF THE TELEVISION." FROM THE FIRE BEING CONTAINED STRICTLY TO THE TELEVISION AND DRESSER HE	\$13,496.94	
12/15/2008	LEXINGTON - NICHOLASVILLE ROAD	LEAK FROM TOILET IN RM 214. DAMAGE TO RMS 112, 113, 114, 115, 116, 118 AND 214.	\$68,435.73	
12/17/2008	SPOKANE/VALLEY	MAJOR SNOW/ICE STORM FROM DEC 17 - 19. CEILINGS BULGEING FROM ICE, VINYL CEILING TILES FALLING, 7 ROOMS BLOCKED OFF AS HAZARDOUS.	\$70,000.00	
12/20/2008	LOUISVILLE - DUTCHMAN	FIRE IN STORAGE RM CAUSED SPRINKLERS TO GO OFF; DAMAGE TO 3RD FLR STORAGE RM, 1ST FLR SPRINKLER RM AND RMS 116-218.	\$26,005.98	
12/21/2008	SEATTLE - BOTHELL	GUEST WAS FOUND ON BED AND THE GUEST WAS DEAD.	\$3,175.00	
12/22/2008	CINCINNATI - SPRINGDALE - SOUTH	HOT WATER LINE IN RM 319 BROKE. WATER DAMAGE IN 319,217, AND 117 AS WELL AS HALLWAYS.	\$79,750.46	
12/22/2008	DENVER - CHERRY CREEK	GST IN RM 218 LEFT PAN ON STOVE CAUSING FIRE; SMOKE/WATER DAMAGETO RMS 218, 118, 318, 320, 216, 220, 116, 120, 219, 221, 319, AND 321.	\$135,501.14	\$35,501.14
12/23/2008	CLEVELAND - MIDDLEBURG HEIGHTS	SPRINKLER LINE BREAKS IN RMS 327 AND 313. DAMAGE TO GUEST ROOMS, WORK AREAS AND HALLWAYS ON SEVERAL FLOORS AS WELL AS CEILINGS IN RMS 311, 313 AND 327. SEE INCIDENT REPORT.	\$300,000.00	\$200,000.00
12/23/2008	LEXINGTON - NICHOLASVILLE ROAD	FIRE ALARM SOUNDED, SPRINKLER BUSTED	\$7,210.91	
12/23/2008	RED BANK - MIDDLETOWN	PIPE BURST IN ATTIC & DAMAGED 8 ROOMS & HALLWAYS.	\$57,000.00	
12/23/2008	SPOKANE/VALLEY	2ND SNOW/ICE STORM. 3RD SNOW/ICE STORM CAME ON 1/2/9 - NOT OPENING SEPARATE ITEM FOR THAT EVENT AT THIS TIME.	\$50,000.00	

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12/24/2008	CINCINNATI - SPRINGDALE - NORTH	SPRINKLER HEAD BROKE IN RM 316; WATER DAMAGE IN 16 RMS (SEE INCIDENT REPORT).	\$150,000.00	\$50,000.00
12/25/2008	FREMONT - NEWARK	TOILET OVERFLOWED IN 314, WATER DAMAGED TO 214 & 114.	\$30,000.00	
12/27/2008	KANSAS CITY - LENEXA - 95TH ST.	AFTER MAJOR STORM BUILDINGS A, B & C HAVE ROOF DAMAGE, SIDING DAMAGE, 7 LIGHTS, 3 EXIT SIGNS DAMAGED.	\$5,720.00	
12/27/2008	KANSAS CITY - NORTHEAST - WORLDS OF FUN	VERY HIGH WINDS CAUSED DAMAGE TO SIDING, SHINGLES AND EXIT SIGNS TO THE BLDG. ALSO BLEW AWAY SEVERAL TRASH RECEPTACLES.	\$4,270.00	
12/28/2008	KANSAS CITY - SOUTH	WATER COMING UP THROUGH DRAINS IN HOUSE AND GUEST LAUNDRY AND TOILETS OVERFLOWING; STANDING WATER IN 1ST FLR HALLWAY AND GUEST LAUNDRY.	\$40,000.00	
12/29/2008	SEATTLE - RENTON	***PER DAN STERNS HOTEL NEEDS NEW ROOF***. CEILING LEAK IN RM 339; WATER DAMAGE IN RMS 339, 329, 331, 333, 335, 337, 339 AND 341. JANUARY 7TH ME CHECKED ROOF ABOVE THE LOBBY OUTSIDE ROOMS 218, 220 AND DISCOVERED EVIDENCE OF A SMALL HOLE IN THE ROOF. WE H	\$50,000.00	
12/30/2008	DENVER - THORNTON	HIGH WINDS BLEW SHINGLES FROM ROOF. EXIT SIGNS DAMAGED. DOORMATS BLOWN AWAY FROM DOORS.	\$26,620.00	
12/31/2008	KANSAS CITY - SOUTH	WHEN WATER WAS RESTORED TO HOTEL ROOM 204 FAUCET WAS ON & FLOODED DOWN TO 104.	\$3,084.00	
01/01/2009	CHARLESTON - AIRPORT - NORTH CHARLESTON	ROOM 100 - GUEST DEATH	\$3,375.00	
01/08/2009	CLEVELAND - BROOKLYN	PYLON SIGN BLEW OFF DUE TO HIGH WINDS.	\$2,700.00	
01/10/2009	FREMONT - NEWARK	NO IR. PER INVOICE EMERGENCY DUE TO WATER DAMAGE WHICH RESULTED FROM A WATER SOFTNER SYSTEM RESULTING IN A CATEGORY 1 CLASS 2 WATER LOSS.	\$9,992.66	
01/12/2009	FRESNO - WEST	ROOM 344 SPRINKLER ACTIVATED BY CLOTHES HANGER. 2 ROOMS BELOW ARE DAMAGED TOO. GUEST IS SAYING THE HANGER WAS ALREADY IN THE ROOM SINCE THE 5TH WHEN SHE CHECKED IN AND JUST TODAY TRIED TO TUG ON IT TO TAKE IT DOWN.	\$22,000.00	
01/16/2009	CINCINNATI - SPRINGDALE - NORTH	DUE TO FREEZING TEMPS SPRINKLER BREAK IN ATTIC OVER ROOM 300. FIRE ALARM SOUNDED. 10ROOMS DAMAGED, 3RD FLOOR IS ON FIRE WATCH.	\$85,000.00	
01/17/2009	KANSAS CITY - NORTHEAST - WORLDS OF FUN	DUE TO FREEZING TEMPS SPRINKLER HEAD IN ELEVATOR SHAFT BROKE CAUSING WATER DAMAGE IN SHAFT, ELEVATOR OPERATING ROOM, CHEMICAL ROOM, MAINT SHOP, GUEST LAUNDRY & BREEZEWAY. DAMAGED 1 PTAC UNIT, 1 SPACE HEATER, 2 VACUUMS, 4 TVS.	\$11,977.14	
01/19/2009	DETROIT - MADISON HEIGHTS	SPRINKLER PIPE BROKE IN HALLWAY BY ROOM 149. FIRE ALARM WENT OFF. HOTEL IS ON FIRE WATCH.	\$2,500.00	
01/20/2009	DETROIT - METROPOLITAN AIRPORT	ROOM 335 GUEST HAD HEPATITIS.	\$2,641.89	

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01/21/2009	COLUMBIA - WEST	TOILET CLOGGED IN 306 & FORCED SEWAGE TO LEAK OUT. DAMAGED 206, 204, 106 & 104.	\$8,500.00	
01/21/2009	DETROIT - LIVONIA	ROOM 348 HOT WATER PIPE BEHIND SHOWER BROKE, DAMAGED 248 & 148. NEXT DAY, SPINKLER HEAD UNDER ELEVATOR FROZE & BURST. WATER FILLED THE ELVEVATOR PIT.	\$21,553.81	
01/24/2009	CHICAGO - SCHAUMBURG	ROOM 308 SPRINKLER BURST. DAMAGED 305, 204, 206, 208, 103 & 108. ACT & RELIABLE CALLED. RELIABLE BELIEVES THAT THE SPRINKLER BREAK COULD HAVE BEEN DUE TO REPEATED MISUSE OF THE HEAD (POSSIBLY USED FOR HANGING CLOTHING) OVER AN EXTENDED PERIOD OF TIME.	\$28,648.48	\$18,648.48
01/24/2009	ATLANTA GWINNETT PLACE	ROOM 220 GUEST HAD HEPATITIS C	\$3,375.00	
02/03/2009	MERRILLVILLE - US RTE. 30	ROOM 218 BLOOD CLEAN UP	\$3,175.00	
02/11/2009	LEXINGTON - PATCHEN VILLAGE	HIGH WINDS DAMAGED ROOF. MISSING SHINGLES & RIDGE CAP.	\$6,450.00	HIGH WIND CATASTROPHE LOSSES SUBJECT TO ONE COMMON DEDUCTIBLE OF \$100,000. THESE LOSSES AGGREGATE \$129,034 ACROSS ALL DEBTORS, THUS AN AGGREGATE INSURANCE CLAIM OF \$29,034.
02/11/2009	LEXINGTON - TATES CREEK	HIGH WINDS DAMAGED ROOF & BUILDING.	\$10,890.00	HIGH WIND CATASTROPHE LOSSES SUBJECT TO ONE COMMON DEDUCTIBLE OF \$100,000. THESE LOSSES AGGREGATE \$129,034 ACROSS ALL DEBTORS, THUS AN AGGREGATE INSURANCE CLAIM OF \$29,034.
02/11/2009	CINCINNATI - SPRINGDALE - SOUTH	HIGH WINDS DAMAGED ROOF & BUILDING.	\$6,340.00	HIGH WIND CATASTROPHE LOSSES SUBJECT TO ONE COMMON DEDUCTIBLE OF \$100,000. THESE LOSSES AGGREGATE \$129,034 ACROSS ALL DEBTORS, THUS AN AGGREGATE INSURANCE CLAIM OF \$29,034.

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02/11/2009	LOUISVILLE - HURSTBOURNE	HIGH WINDS DAMAGED SHINGLES & GUTTERS	\$8,210.00	HIGH WIND CATASTROPHE LOSSES SUBJECT TO ONE COMMON DEDUCTIBLE OF \$100,000. THESE LOSSES AGGREGATE \$129,034 ACROSS ALL DEBTORS, THUS AN AGGREGATE INSURANCE CLAIM OF \$29,034.
02/11/2009	CINCINNATI - FLORENCE	HIGH WINDS BLEW OFF SHINGLES	\$3,830.00	HIGH WIND CATASTROPHE LOSSES SUBJECT TO ONE COMMON DEDUCTIBLE OF \$100,000. THESE LOSSES AGGREGATE \$129,034 ACROSS ALL DEBTORS, THUS AN AGGREGATE INSURANCE CLAIM OF \$29,034.
02/11/2009	CLEVELAND - AIRPORT - NORTH OLMSTED	HIGH WINDS BLEW OFF SHINGLES.	\$714.00	HIGH WIND CATASTROPHE LOSSES SUBJECT TO ONE COMMON DEDUCTIBLE OF \$100,000. THESE LOSSES AGGREGATE \$129,034 ACROSS ALL DEBTORS, THUS AN AGGREGATE INSURANCE CLAIM OF \$29,034.
02/11/2009	CLEVELAND - WESTLAKE	HIGH WINDS BLEW OFF SHINGLES	\$458.00	HIGH WIND CATASTROPHE LOSSES SUBJECT TO ONE COMMON DEDUCTIBLE OF \$100,000. THESE LOSSES AGGREGATE \$129,034 ACROSS ALL DEBTORS, THUS AN AGGREGATE INSURANCE CLAIM OF \$29,034.
02/11/2009	FORT WAYNE - SOUTH	HIGH WINDS BLEW SHINGLES OFF ABOVE ROOMS 302, 316 & 320.	\$835.00	HIGH WIND CATASTROPHE LOSSES SUBJECT TO ONE COMMON DEDUCTIBLE OF \$100,000. THESE LOSSES AGGREGATE \$129,034 ACROSS ALL DEBTORS, THUS AN AGGREGATE INSURANCE CLAIM OF \$29,034.

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02/11/2009	LEXINGTON - NICHOLASVILLE ROAD	HIGH WINDS BLEW OFF SHINGLES, DAMAGED TREES & DAMAGED MONUMENT SIGN.	\$8,570.00	HIGH WIND CATASTROPHE LOSSES SUBJECT TO ONE COMMON DEDUCTIBLE OF \$100,000. THESE LOSSES AGGREGATE \$129,034 ACROSS ALL DEBTORS, THUS AN AGGREGATE INSURANCE CLAIM OF \$29,034.
02/11/2009	NASHVILLE - AIRPORT	HIGH WINDS BLEW OFF SHINGLES & UPROOTED A TREE.	\$1,890.00	HIGH WIND CATASTROPHE LOSSES SUBJECT TO ONE COMMON DEDUCTIBLE OF \$100,000. THESE LOSSES AGGREGATE \$129,034 ACROSS ALL DEBTORS, THUS AN AGGREGATE INSURANCE CLAIM OF \$29,034.
02/11/2009	CINCINNATI - COVINGTON	HIGH WINDS DAMAGED SHINGLES, SOFFIT & FASCIA. RAIN CAUSED WATER STAINS IN ROOMS 407, 422, 322 & 222.	\$17,855.00	HIGH WIND CATASTROPHE LOSSES SUBJECT TO ONE COMMON DEDUCTIBLE OF \$100,000. THESE LOSSES AGGREGATE \$129,034 ACROSS ALL DEBTORS, THUS AN AGGREGATE INSURANCE CLAIM OF \$29,034.
02/11/2009	SHREVEPORT - BOSSIER CITY	HIGH WINDS BLEW OFF SHINGLES & POWER WAS LOST.	\$1,200.00	HIGH WIND CATASTROPHE LOSSES SUBJECT TO ONE COMMON DEDUCTIBLE OF \$100,000. THESE LOSSES AGGREGATE \$129,034 ACROSS ALL DEBTORS, THUS AN AGGREGATE INSURANCE CLAIM OF \$29,034.
02/11/2009	INDIANAPOLIS - AIRPORT	HIGH WINDS BLEW OFF SHINGLES.	\$3,212.63	HIGH WIND CATASTROPHE LOSSES SUBJECT TO ONE COMMON DEDUCTIBLE OF \$100,000. THESE LOSSES AGGREGATE \$129,034 ACROSS ALL DEBTORS, THUS AN AGGREGATE INSURANCE CLAIM OF \$29,034.

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02/11/2009	COLUMBUS - EASTON	HIGH WINDS DAMAGE: PIECE OF ROOF MISSING ABOVE ROOMS 301-308, SOFFIT & FACIA DAMAGE, FLISHING AROUND COUPLA IS MISSING.	\$3,350.00	HIGH WIND CATASTROPHE LOSSES SUBJECT TO ONE COMMON DEDUCTIBLE OF \$100,000. THESE LOSSES AGGREGATE \$129,034 ACROSS ALL DEBTORS, THUS AN AGGREGATE INSURANCE CLAIM OF \$29,034.
02/11/2009	MEMPHIS - MT. MORIAH	HIGH WINDS DAMAGED SHINGLES & DUMPSTER GATE.	\$1,780.00	HIGH WIND CATASTROPHE LOSSES SUBJECT TO ONE COMMON DEDUCTIBLE OF \$100,000. THESE LOSSES AGGREGATE \$129,034 ACROSS ALL DEBTORS, THUS AN AGGREGATE INSURANCE CLAIM OF \$29,034.
02/17/2009	DENVER - CHERRY CREEK	HIGH WINDS BLEW OFF SHINGLES, MOSTLY ON SOUTH SIDE OF BUILDING.	\$8,100.00	
02/20/2009	DETROIT - LIVONIA	SPRINKLER HEAD IN ATTIC FROZE & BURST. DAMAGED ROOM 122, 220, 222, 322, LOBBY, FIRE PANEL & BREAKROOM.	\$46,970.51	
02/23/2009	LOS ANGELES - SAN DIMAS	ROOM 304 TOILET OVERFLOWED & DAMAGED 204, 104, 102, 106.	\$50,000.00	
02/26/2009	LOUISVILLE - HURSTBOURNE	WATER DAMAGE IN CEILINGS OF 4 ROOMS & HALLWAYS DUE TO ROOF REPAIR NOT BEING COMPLETED FROM 2/11/09 HIGH WINDS.	\$8,210.00	
03/07/2009	FREMONT - WARM SPRINGS	GUEST HIT BUILDING WITH HIS CAR. PUSHED FOUNDATION IN AT AC/WINDOW. DAMAGED EXTERIOR & WALL/WINDOW OF ROOM 121.	\$14,596.00	
03/09/2009	DENVER - THORNTON	ROOM 301 TOILET OVERFLOWED & RAN DOWN TO 201.	\$4,909.40	
03/12/2009	LOS ANGELES - ARCADIA	GUEST IN ROOM 324 HAD PASSED AWAY.	\$2,975.00	
03/15/2009	LOS ANGELES - ARCADIA	ROOM 243 TOILET STUFFED WITH CLOTHES. WATER DAMAGE TO 143.	\$9,000.00	
03/18/2009	CLEVELAND - BROOKLYN	GAMEWILL FIRE PANEL READING GROUND FAULT. WHILE TRYING TO LOCATE GROUND FAULT, KOORSEN UNPLUGGED ANNUNCIATOR & SMOKE CAME OUT OF IT. PANEL IS NOT FUNCTIONING & PROPERTY IS ON FIRE WATCH.	\$8,300.00	
03/20/2009	LITTLE ROCK - WEST	ROOM 235 KITCHEN SINK LEFT RUNNING. DAMAGE TO 135, 137 & 134. NOTE: CARPET IN ALL FOUR RMS NEED DRY VAC AND CLEANED. SHEET ROCK WORK NEEDS TO BE DONE TO CEILINGS.	\$14,128.82	
03/20/2009	LAFAYETTE - AIRPORT	FIRE SPRINKLER WENT OFF IN ROOM 101. FLOODED 103, 104 & HALL. ROOMS WERE NOT DRIED & THERE IS SIGNIFICANT MILD & THE WALLS NEED TO BE CUT OPEN & FURNITURE & CARPET NEED TO BE REPLACED. NEITHER THE FIRE DEPARTMENT OR THE SPRINKLER COMPANY COULD DETERMIN	\$14,466.92	

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03/23/2009	KANSAS CITY - INDEPENDENCE	2 EXIT SIGN COVERS GONE BY ROOM 200 & 203. SHINGLES BLOWN OFF ROOF ON NW SIDE OF BUILDING & SIDING BLOWN OFF FRONT OF BUILDING.	\$6,620.00	
03/23/2009	ST. LOUIS - AIRPORT	GUEST FOUND DEAD IN ROOM.	\$3,175.00	
03/24/2009	ST. LOUIS - AIRPORT	WIND DAMAGE - BUILDING MOUNTED SIGNAGE ON EAST FACE OF BUILDING CRACKED RESULTING ON A 1" GAP IN THE SIGNAGE FACE.	\$5,000.00	
03/25/2009	LITTLE ROCK - WEST	STORM DAMAGED TO SOUTH & SOUTHEAST SIDE OF BUILDING - 2 SECTIONS OF SIDING LOOSE & NORTHEAST SIDE OF BUILDING HAS FLASHING DOWN.	\$4,480.00	
03/29/2009	SACRAMENTO - VACAVILLE	FIRE IN SHRUBS & WENT UP THE WALL OF THE HOTEL. FIRE DID NOT ENTER HOTEL. DAMAGE TO STUCCO SIDING & ALL SHRUBS/BUSHES WERE DESTROYED.	\$13,461.89	
04/10/2009	LEXINGTON - NICHOLASVILLE ROAD	DUE TO BAD WEATHER AND HIGH WINDS SHINGLES TORN FROM ROOF OF BLDG. LOTS OF PLACES W/BARE SPOTS.	\$3,130.00	
04/12/2009	DENVER - THORNTON	ROOM 334 TOILET OVERFLOWED. WATER RAN DOWN TO 234 & 134.	\$15,440.71	
04/12/2009	ORANGE COUNTY - KATELLA AVE.	ROOM 114 & 116 KITCHEN SINKS BACKED UP & FLOODED ENTIRE ROOMS & HALLWAY.	\$19,000.00	
04/13/2009	ATLANTA - PEACHTREE CORNERS	ROOF SHINGLES SCATTERED ALL OVER PARKING LOT DUE TO PROBABLE BADWEATHER. ALSO A TREE BEHIND THE POOL SHED COMPLETELY UPROOTED AND FALLEN IN PARKING LOT. OCCURRED APPROX 10:00/11:00AM.	\$2,621.00	
04/13/2009	ATLANTA - MARIETTA - CANTON RD	STORM/WIND CAUSED SHINGLES TO COME OFF ROOF. SOME AREAS OF ROOF CAN BE SEEN WHERE THE CARDBOARD IS EXPOSED. ALSO CANOPY OVER WINDOW IN RM 301 IS DAMAGED.	\$5,321.00	
04/18/2009	ATLANTA - MARIETTA - CANTON RD	CAB DRIVER THOUGHT GUEST MIGHT COMMIT SUICIDE SO HE CALLED POLICE. OFFICER ENTERED ROOM & FOUND URINE, FECES, BLOOD & VOMIT. GUEST TAKEN TO HOSPITAL.	\$2,675.00	
04/18/2009	DENVER - THORNTON	EXCESSIVE RAIN & SNOW BLOWING IN FROM PTAC UNITS. ROOMS 116, 142, 242 & 342 AFFECTED.	\$24,561.36	
05/01/2009	ALBUQUERQUE - NORTHEAST	LEE'S LANDSCAPING DID NOT COMPLETELY REOPEN WATER VALVE. TLC PLUMBING CAME TO FIX VALVE (VALVE SYSTEM WAS OLD & CORRODED) & HAD TO CUT OFF WATER TO BUILDING. WHEN WATER WAS RESTORED ROOM 228 HAD LEFT THEIR FAUCET ON & IT OVERFLOWED DOWN INTO THE LAUNDRY	\$5,115.91	
05/05/2009	DENVER - CHERRY CREEK	SUPPORT COLUMN BY ROOM 131 HIT, SMASHED & DENTED.	\$3,120.00	
05/06/2009	LOS ANGELES - SOUTH	ROOM 123 GUEST HUNG CLOTHES HANGER ON SPRINKLER & IT DISCHARGED.	\$8,500.00	
05/11/2009	SPRINGFIELD - SOUTH	POLE SIGN HAS DAMAGE FROM HIGH WINDS.	\$3,500.00	

In re: ESA Properties L.L.C.
Case No. 09-13815
Attachment 8
Losses

Date of Incident/Loss	Site Name	Description of property	Loss Amount/Value of property	Claimed on insurance
05/11/2009	SHREVEPORT - BOSSIER CITY	***NATIONAL FLOOD CLAIM***FLASH FLOOD FILLED SEWER CAUSED TOILET & FLOOR DRAINS TO FLOOD 8FIRST FLOOR ROOMS, GUEST LAUNDRY, BACK OFFICE & OFFICE RESTROOM.	\$26,925.81	
05/15/2009	ATLANTA - MARIETTA - CANTON RD	ROOM 228 COOKING FIRE SET OFF SPRINKLER, DAMAGED 128, 126 & 130.	\$7,762.90	
05/18/2009	CHESAPEAKE - GREENBRIER	NON REGISTERED GUEST STAYING IN A ROOM STOPPED BREATHING - DECEASED	\$1,098.96	
05/28/2009	SAN RAMON - BISHOP RANCH	A TRUCK BACKED INTO THE PILLAR AT THE FAR ENTRANCE. GSR SAW GUEST RON THORN COMPANY WORK TRUCK PULLING AWAY AT A HIGH SPEED, SO SHE SUSPECTS IT WAS HIM.	\$3,500.00	
05/29/2009	LOS ANGELES - ARCADIA	ROOM 143 FIRE ALARM SOUNDED DUE TO SPRINKLER HAD BEEN TAMPERED WITH. WATER DAMAGE TO 145 & 141. GUEST DENIES RESPONSIBILITY, SAID HE WAS COOKING A MICROWAVE DINNER.	\$16,000.00	
05/30/2009	JACKSON - RIDGELAND	ROOM 303 CRACKED HIS TOILET. DAMAGED 203 & 103. GUEST MADE AWARE THAT HE WILL BE RESPONSIBLE FOR DAMAGES.	\$4,613.57	
05/30/2009	FREMONT - WARM SPRINGS	ROOM 317 PIPE LEAKING UNDERNEATH BATHROOM SINK. DAMAGED TO 217 & LOBBY.	\$20,000.00	
06/11/2009	INDIANAPOLIS - NORTHWEST - COLLEGE PARK	EXCESSIVE RAIN WATER CAME INTO HOTEL THROUGH ENTRY DOOR ON EASTEND OF BUILDING CAUSING EXCESSIVE WATER DAMAGE TO 1ST FLOOR (~ 10ROOMS DAMAGED)	\$66,833.63	
06/11/2009	DENVER - AIRPORT - AURORA	PIPE BURST IN ROOM 103 & WATER DAMAGED 105.	\$14,540.00	
06/15/2009	LOS ANGELES - SAN DIMAS	SHOWER VALVE IN ROOM 216 LEAKING IN TO WALL & CEILING OF LOBBY.	\$2,650.00	
06/15/2009	ATLANTA - MARIETTA - CANTON RD	LEAK IN SPRINKLER HEAD CAUSED WATER DAMAGE TO CEILING IN 334 & 234.	\$3,135.00	
06/17/2009	DENVER - CHERRY CREEK	GUEST SHOT HIMSELF.	\$1,006.47	
06/18/2009	ATLANTA GWINNETT PLACE	ROOM 211 TOILET LINE BREAK, FLOODED ROOM & MEETING ROOM BELOW.	\$6,585.35	
06/23/2009	LOS ANGELES - SAN DIMAS	TUB SPOUT WAS LEAKING WATER INTO THE WALL IN ROOM 335 DOWN TO 235 & 135. CEILINGS ARE WET & CAVED IN.	\$4,500.00	
06/27/2009	DENVER - THORNTON	ROOM 120 TOILET CLOGGED & OVERFLOWING. DAMAGED 118 TOO.	\$7,475.53	
06/28/2009	ST. LOUIS - AIRPORT	MISSING SHINGLES & CEILING LEAKING IN ROOM 317 DUE TO HIGH WINDS & RAIN.	\$5,885.00	
07/07/2009	SACRAMENTO - VACAVILLE	ROOM 312 SPRINKLER BROKE, DAMAGED 212 & 112.	\$26,403.49	
07/11/2009	DETROIT - LIVONIA	ROOM 211 BLOOD EVERYWHERE DUE TO DOMESTIC DISPUTE.	\$1,709.09	
07/13/2009	ATLANTA - CLAIRMONT	HEAVY RAINS FLOODED ROOMS 106, 108, 110, 112, 122 & 124.	\$3,400.25	
07/16/2009	DETROIT - ANN ARBOR	ROOM 314 DISHWASHER CAUSED WATER DAMAGE TO 314 DOWN TO ENTRANCE DOOR.	\$6,500.00	
07/18/2009	CLEVELAND - MIDDLEBURG HEIGHTS	WATER & SEWAGE COMING OUT OF GUEST LAUNDRY ROOM DRAINAGE PIPE DURING WASHING MACHINE CYCLE.	Loss estimate is pending.	

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Losses

Date of Incident/Loss	Site Name	Description of property	Loss Amount/Value of property	Claimed on insurance
07/23/2009	ATLANTA - JIMMY CARTER	LEAK STARTED IN ATTIC ABOVE ROOM 189, RAN DOWN TO 162 (CEILING SUPPPOSEDLY CAVED IN), 163, 185,184.	\$16,000.00	
07/29/2009	COLORADO SPRINGS - WEST	ROOM 307 BATHTUB DRAIN LEAKED DOWN TO 207. CEILING IN 207 DAMAGED. NO DAMAGE IN 307.	\$2,690.00	
07/31/2009	ORANGE COUNTY - KATELLA AVE.	CANINE INSPECTION OF HOTEL DETECTED 23 ROOMS WITH POTENTIAL FOR BED BUGS.	\$12,464.00	
08/02/2009	ORANGE COUNTY - ANAHEIM CONVENTION CENTE	WATER LEAK IN ATTIC ABOVE 419, DAMAGED 319, 219, 119 & 121.	\$13,040.31	
08/05/2009	SANTA ROSA - SOUTH	ROOM 229 LEFT SOCKS IN SINK WITH WATER RUNNING. WATER RAN DOWN TO TELEPHONE/CABLE ROOM & SET OFF FIRE ALARM. NO FIRE FOUND.	\$5,000.00	
08/09/2009	KANSAS CITY - NORTHEAST - WORLDS OF FUN	LIGHTNING DAMAGED FIRE PANEL, SATELLITE, WIRELESS INTERNET & PHONES.	\$6,485.00	
08/12/2009	CINCINNATI - SPRINGDALE - SOUTH	ROOM 207 TOILET OVERFLOWED & RAN DOWN TO 107.	\$1,740.00	
08/12/2009	SHREVEPORT - BOSSIER CITY	SHOWER CARTRAGE FAILED & FLOODED ROOM 218, 118 & 116	\$3,500.00	
08/17/2009	KANSAS CITY - AIRPORT	HEAVY RAINS CAUSED WATER INTRUSION TO 104, 134 & 313. POSSIBLE ROOF DAMAGE.	\$30,000.00	
08/27/2009	ATLANTA - PEACHTREE CORNERS	ROOM 217 TOILET OVERFLOWED DOWN TO MAINTENANCE SHOP.	\$5,500.00	
08/28/2009	NEW ORLEANS - KENNER	DAMAGES FOUND 8/28/09 - ON 08/12/2009 A STORM IN NEW ORLEANS CAUSED ISSUES AT THE PROPERTY. THE PROPERTY HAS HAD PHONE PROBLEMS (REPORTED TO REMCO), 3RD FLOOR A/C WAS DAMAGED (RELAYS AND OTHER PARTS BURNT UP), AND 6 TV'S HAVE GONE OUT DUE TO THE ELECTRICA	\$3,208.36	
9/9/2009	Springfield - South	Heavy rains caused water damage to approx 8 rooms	Loss estimate is pending.	
9/12/2009	Lexington - Patchen Village	Guest death clean up	\$3,200.00	
9/19/2009	Cleveland - Middleburg Heights	Dishwasher fire. Approx 20 with water damage	\$100,000.00	
		TOTAL:	\$2,837,057.45	\$304,149.62

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK, NEW YORK

In re: ESA Properties L.L.C.

Case No. 09-13815 (JMP)

Declaration Concerning Debtor's Statement of Financial Affairs

I, F. Joseph Rogers, Assistant Secretary of the corporation named as debtor in this case, declare under penalty of perjury that I have read the answers contained in the foregoing statement of financial affairs and any attachments thereto and that they are true and correct to the best of my knowledge, information and belief.

Date 9/28/2009

Signature: / s / F. Joseph Rogers

F. Joseph Rogers

Assistant Secretary