

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF MISSISSIPPI

In re:

PENICK PRODUCE CO., INC.
PENICK BUSINESS, L.P.
PENICK, L.P.

Debtors.

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Case No. 17-11522
Case No. 17-11523
Case No. 17-11524
Chapter 11
Joint Administration Requested

**EMERGENCY MOTION PURSUANT TO §§ 361 AND 363 OF THE BANKRUPTCY
CODE AND BANKRUPTCY RULE 4001 FOR *INTERIM* AND FINAL ORDERS**

- (1) AUTHORIZING USE OF CASH COLLATERAL;
(2) GRANTING ADEQUATE PROTECTION;
(3) SCHEDULING AND APPROVING METHOD OF NOTICE OF FINAL HEARING;
and (4) FOR RELATED RELIEF - BANCORPSOUTH**

COME NOW the above-captioned debtors and debtors-in-possession (collectively, the “**Debtors**” or the “**Company**”) in these reorganization proceedings, by and through their undersigned attorneys, and file pursuant to Miss.Bankr.L.R. 4001-1(b) and 9013-1(g) this *Emergency Motion Pursuant to §§ 361 and 363 of the Bankruptcy Code and Rule 4001 of the Bankruptcy Rules for Interim and Final Orders (1) Authorizing Use of Cash Collateral; (2) Granting Adequate Protection; (3) Scheduling and Approving Method of Notice of Final Hearing; and (4) for Related Relief - BancorpSouth* (the “**Motion**”) with respect to funds asserted by BancorpSouth to be cash collateral. The Debtors request immediate relief through entry of an *interim* order in substantially similar form to that filed herewith (the “**Interim Order**”) pending final hearing. In support of this Motion, the Debtors respectfully state as follows:

JURISDICTION and PRELIMINARY STATEMENT

1. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409. This is a core proceeding pursuant to 28 U.S.C. § 157(b).

2. The statutory bases for the relief requested herein are §§ 361 and 363 of title 11 of the United States Code (11 USC. § 101 *et seq.*, as amended, the “**Bankruptcy Code**”) and Rule 4001 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”).

3. On April 26, 2017 (the “**Petition Date**”), the Debtors each filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code. Since that time, the Debtors have continued to operate their businesses and manage their properties as debtors in possession pursuant to §§ 1107 and 1108 of the Bankruptcy Code. No committees have been appointed and no request for appointment of a trustee or examiner has been made.

4. The Debtors have filed a their *Motion for Order Directing Joint Administration of Affiliated Cases Pursuant to Rule 1015(b)* (“**Joint Administration Motion**”) requesting that these affiliated cases be jointly administered but not substantively consolidated. This Court is referred to ¶¶ 5-15 for a detailed discussion of the factual background and circumstances surrounding the Debtors’ commencement of these Chapter 11 cases.

RELIEF REQUESTED

5. The Debtors request that the Court grant them (a) authorization and approval, pursuant to § 363 of the Bankruptcy Code and Bankruptcy Rule 4001(c)(2), to (i) use cash which may constitute cash collateral on an *interim* basis in accordance with the Interim Order and in accordance with the budget attached hereto as Exhibit A (as may be amended, supplemented, modified or extended from time to time, the “**Budget**”) (however, with respect to the Budget, on

a weekly basis the Debtors seek authority to exceed each line item in the Budget by up to ten percent (10%), so long as the aggregate amount of the Budget on a monthly basis is not exceeded by more than five percent (5%)), (ii) grant conditional adequate protection liens to the Trustee and (iii) pending a final hearing on this Motion (the “**Final Hearing**”), obtain use of cash which may constitute cash collateral on a limited and *interim* basis through and including the date on which the Final Order is entered; and (b) in accordance with Bankruptcy Rule 4001(b)(2), that this Court schedule the Final Hearing and approve notice with respect thereto, all as more fully described in the proposed Interim Order.

6. Pursuant to § 363(c)(2) of the Bankruptcy Code, a debtor in possession may use cash collateral with court approval and after notice and a hearing. The Debtors seek authority to use all cash and proceeds of property created and obtained in the ordinary course of business (collectively, to the extent such cash constitutes cash collateral, the “**Cash Collateral**”) in which BancorpSouth asserts a valid and perfected first priority security interest. Section 363(e) permits the Court to condition the use of cash collateral “as is necessary to provide adequate protection of” the asserted interests of BancorpSouth in the Cash Collateral. Further, pursuant to § 361, when a secured party’s interest in cash collateral is entitled to adequate protection, such adequate protection may be provided by, among other things, an additional or replacement lien on assets generated post-petition “to the extent that such ... use ... results in a decrease in value of such entity’s interest in the cash collateral.”

7. BancorpSouth asserts liens and security interests on several categories of the Debtors’ assets, including (a) a security interest in inventory, accounts receivable and equipment owned by Debtor Penick Produce Co., Inc., (b) deed of trust liens on numerous parcels of real property located in the First Judicial District of Chickasaw County, Mississippi, and Calhoun

County, Mississippi, both owned by Debtor Penick Business, L.P., and (c) assignment of a life insurance policy. The lien and security rights asserted against the Debtors are believed to primarily arise under the following documents to which one or more of the Debtors are party:

- a. Commercial Loan Agreement dated as of October 20, 2016 (the “**Loan Agreement**”);
 - b. Promissory Note Dated dated October 24, 2016 (the “**Line Note**”) in the original principal amount of \$2,753,685;
 - c. Commercial Security Agreement dated October 24, 2016 (the “**Security Agreement**”);
 - d. Deeds of Trust granted on approximately 1291 acres of land located in the First Judicial District of Chickasaw County and recorded in the office of the Chickasaw County Chancery Clerk
 - e. Deed of Trust granted on approximately 427 acres of land located in Calhoun County and recorded in the office of the Calhoun County Chancery Clerk (items c. through e. collectively, the “**Line Collateral**”); and
 - f. UCC Financing Statements initially filed against Debtor Penick Produce Co., Inc. on August 17, 2007, August 13, 2008, and July 14, 2015, and continuation statements;
 - g. Promissory Note dated October 24, 2016 in the original principal amount of \$1,055,946 (“**Term Loan 1**”);
 - h. Deeds of Trust on approximately 664.6 acres of land and 3.35 acres of land, respectively, located in First Judicial District of Chickasaw County and recorded in the office of the Chickasaw County Chancery Clerk (collectively, the “**Term Loan 1 Collateral**”);
 - i. Promissory Note dated July 13, 2015 in the original principal amount of \$704,865.50 (“**Term Loan 2**”);
 - j. Deeds of Trust on approximately 400 acres of land and 664.6 acres of land (asserted as a 2nd priority lien), respectively, located in First Judicial District of Chickasaw County and recorded in the office of the Chickasaw County Chancery Clerk (collectively, the “**Term Loan 2 Collateral**”).
8. The indebtedness owed to BancorpSouth under the Line Note and related loan

documents as of the Petition Date is approximately \$2,700,000, and as security for the Line Note Bancorpsouth asserts liens and security interests in working capital assets having an approximate

value as of the Petition Date of \$4,900,000 and real property assets having an approximate value believed to be between \$5,000,000 and \$6,500,000.

9. The indebtedness owed to BancorpSouth under Term Loan 1 as of the Petition Date is approximately \$1,200,000, and as security for Term Loan 1 Bancorpsouth asserts liens on the Term Loan 1 Collateral having an approximate value believed to be between \$2,000,000 and \$2,750,000.

10. The indebtedness owed to BancorpSouth under Term Loan 2 as of the Petition Date is approximately \$655,000, and as security for Term Loan 2 Bancorpsouth asserts liens on the Term Loan 2 Collateral having an approximate value believed to be between \$2,000,000 and \$3,000,000.

11. The value of the collateral securing the Debtors' loans to BancorpSouth provides a substantial equity cushion such that, notwithstanding any other factors, BancorpSouth's interests in the Debtors' properties and assets is more than sufficiently adequately protected by this equity cushion.

12. The Debtors propose to grant a conditional continuing and/or replacement lien to BancorpSouth in accordance with §§ 361(2) and 552(b)(1) of the Bankruptcy Code on post-petition assets, having the same respective priority as the pre-petition liens, to secure any post-petition diminution in value thereof to the extent such interests are entitled to adequate protection against such diminution under the Bankruptcy Code.

13. As reflected in the Budget, the Debtors' operations show a projected accumulation of cash, net of operating expenses but not including payment of any debt service. Given the Debtors' positive cash flows, BancorpSouth's interests in the Debtors' Cash Collateral

will be adequately protected notwithstanding the existing equity cushion enjoyed by BancorpSouth.

14. The Debtors do not believe that the value of the assets or property that BancorpSouth asserts to be collateral is depreciating in value from use or from passage of time, nor will BancorpSouth's collateral position be diminished such that its substantial equity cushion will erode in any material amount. Consequently, the Debtors submit that no further conditional adequate protection is required under § 361(1) with respect to such personal property.

DISCUSSION

A. The Need for Use of Cash Collateral.

15. The Debtors have an immediate need to use Cash Collateral for the purpose of meeting necessary expenses incurred in the ordinary course of their businesses, including payroll, operating expenses, costs of acquiring and maintaining inventory and costs associated with their restructuring and these proceedings. Cash Collateral, consisting largely of future receipts from continued operations, is sufficient to fund the Debtors' continued operations during the period set forth in the Budget.

16. Additionally, the Budget provides for payment of restructuring costs, including periodic payments to professionals engaged in these chapter 11 cases. As long as BancorpSouth is adequately protected, the Debtors' use of Cash Collateral to pay their professionals is allowed. *See In re Proalert, LLC*, 314 B.R. 436 (9th Cir. B.A.P. 2004) ("plain language of § 363 allows a debtor to use cash collateral [to pay its professionals] if the secured creditor's interest is adequately protected"); *In re Coventry Commons Assoc.*, 149 B.R. 109 (Bankr. E.D. Mich. 1992) (a debtor may use cash collateral to pay professional fees if the secured creditor is adequately protected, without regard to requirements of section 506 of the Bankruptcy Code); *In re Tri-*

County Water Ass'n., Inc., 91 B.R. 547, 550 (Bankr. D.S.D. 1988) (generally, only unencumbered assets may be used to pay administrative claimants, but such claims may be paid from collateral if they resulted in a direct benefit to the secured creditor, if the secured creditor consents or if the secured creditor is adequately protected). As discussed above, because the asserted interests of BancorpSouth are sufficiently adequately protected, payment of the Debtors' professionals' fees and expenses using the Cash Collateral is proper.

17. Inability to use Cash Collateral on the basis set forth in the Budget would jeopardize the viability of the ongoing operations of the Debtors' businesses and would most certainly cause irreparable harm to the Debtors' estates. Interruption of operations will threaten termination of a significant source of funds available to the Debtors, making a resulting liquidation a virtual certainty. It is therefore critical that the Motion be heard and the relief requested herein be granted on an emergency *interim* basis.

B. Proposed Adequate Protection.

18. Whether or not a creditor is adequately protected is determined on a case-by-case basis. *See In re O'Connor*, 808 F.2d 1393, 1396 (10th Cir. 1987) (stating that the concept of adequate protection is a flexible one and that courts should determine whether it exists on a case-by-case basis); *In re Self*, 239 B.R. 877, 881 (Bankr. N.D. Tex. 1999) (determination of adequate protection is not an "exact science"; rather, it requires a court to balance all relevant factors); *In re JKJ Chevrolet, Inc.*, 190 B.R. 542, 545 (Bankr. E.D. Va. 1995) (stating that adequate protection is determined on a case-by-case basis).

19. Where collateral securing a claim has a value greater than the interest of the secured claim holder, the resulting "equity cushion" constitutes adequate protection of the secured claimant's interest. *See Baybank-Middlesex v. Ralar Distributors, Inc.*, 69 F.3d 1200, 1203 (1st Cir. 1995). Adequate protection exists by virtue of augmentation (or preservation) of

the value of a secured creditor's collateral. *See In re Ralar Distribs., Inc.*, 166 B.R. 3, 6 (Bankr. D. Mass. 1994) (“[a]ctivities of a debtor can enhance collateral value and thereby provide adequate protection”); *In re T.H.B. Corp.*, 85 B.R. 192, 195 (Bankr. D. Mass. 1988) (“[T]he stream of cash collateral will likely remain at an approximate even level over a sustained period, with new proceeds replacing old, the constant nature of this stream gives the [secured lender] protection for its cash collateral.”); *In re Pursuit Athletic Footwear, Inc.*, 193 B.R. 713, 716-717 (Bankr. D. Del. 1996) (court found secured creditor was adequately protected given lack of evidence that collateral was diminishing, debtor had operated profitably and was projected to continue operating profitably).

20. The adequate protection provided above on account of the Debtors' use of Cash Collateral hereunder should be granted, effective immediately and without the necessity of the execution by the Debtors of financing statements, security agreements or otherwise, in accordance with § 361(2) of the Bankruptcy Code. The conditional replacement security interests and liens (the “**Adequate Protection Liens**”) in and upon post-petition Collateral on which BancorpSouth is determined to have held valid and perfected liens as of the Petition Date and all proceeds, rents and products of all of the foregoing and all distributions thereon (collectively, the “**Post-Petition Collateral**”), should attach in the same respective priority it held prior to the Petition Date. The Adequate Protection Liens shall be subject only to valid, perfected, enforceable and nonavoidable liens and security interests superior in priority to the those held by BancorpSouth on and prior to the Petition Date, and only to the extent such prepetition senior liens are not otherwise subject to avoidance or subordination. The Adequate Protection Liens are granted to secure the amount of any post-petition diminution in the value of BancorpSouth's interests in the Cash Collateral. Notwithstanding the foregoing or anything

herein to the contrary, the Post-Petition Collateral shall not include any claims, causes of action and proceeds thereof arising under §§ 510, 544, 545, 546, 547, 548, 549, 550 and 551 of the Bankruptcy Code (collectively, “**Avoidance Actions**”).

21. The Debtors assert that all Cash Collateral now existing and hereafter acquired will be deposited and maintained by the Debtors pending disbursement in the ordinary course of business consistent and the provisions of the Interim Order and the Budget.

22. The Budget includes the Debtors’ aggregate projected sources and uses of cash over the Budget period on a consolidated, company-wide basis. Aside from amounts constituting rental income that will not be reflected in the Budget until near the 2017 calendar year end, no other lender is believed to hold or assert valid interests in the cash of the Debtors.

23. The Budget accounts for payment of all items that are subject to requested relief in the “First Day Motions” filed by the Debtors, including payment of all obligations relating to employee obligations and premiums necessary to maintain the Debtors’ comprehensive insurance policies.

C. Interim Approval of the Use of Cash Collateral Should Be Granted.

24. Bankruptcy Rule 4001(b)(2) provides that a final hearing on a motion to use cash collateral pursuant to § 363 may not be commenced earlier than fourteen (14) days after the service of such motion. Upon request, however, the Court is empowered to conduct a preliminary expedited hearing on the motion and authorize use of cash collateral to the extent necessary to avoid immediate and irreparable harm to a debtor’s estate.

25. Pursuant to Bankruptcy Rule 4001(b)(2), the Debtors request that the Court conduct a preliminary expedited hearing as soon as practicable (the “**Preliminary Hearing**”) to enter the Interim Order authorizing the Debtors to use Cash Collateral in accordance with the Budget pending the Final Hearing.

26. The continued use by the Debtors of Cash Collateral is the best source of financing available to them at this time. The ability of the Debtors to finance, through the use of Cash Collateral, their ongoing operations as they reorganize is in the best interests of the Debtors, all of their creditors and their estates and imposes no prejudice or harm upon BancorpSouth or any other party-in-interest.

27. The relief requested herein is necessary in order to avoid immediate and irreparable harm and prejudice to the Debtors' estates and to all parties in interest in the Debtors' chapter 11 cases. The Debtors have an urgent and immediate need to use Cash Collateral to continue their business operations while prosecuting these chapter 11 cases.

28. The interests of BancorpSouth are and will remain adequately protected pursuant to the relief provided in the Interim Order. As indicated by the Budget, the Debtors' operations will be cash flow positive during the period covered therein after payment of essential expenses and expenses related to the administration of these chapter 11 cases.

29. The terms of the Interim Order are incorporated herein and made a part hereof by this reference. Pending the Final Hearing, this Motion should be granted on an interim basis, on the terms set forth in the Interim Order, in order to maximize the value of the estates and to prevent irreparable harm to the Debtors prior to the Final Hearing.

REQUEST FOR FINAL HEARING

30. Finally, pursuant to Bankruptcy Rule 4001(b)(2), the Debtors request that this Court set a date for the Final Hearing, fix the time and date for filing objections to the terms of the Interim Order and the manner of service thereof, and approve the provisions for notice of such Final Hearing that are set forth in the Interim Order.

31. The Debtors request that they be authorized to serve a copy of the Motion and, upon entry by the Court, a copy of the Interim Order by first-class United States Mail upon (a) BancorpSouth, (b) all other secured creditors of record, (c) the Office of the United States Trustee, (d) the Debtors' twenty (20) largest creditors on a consolidated basis as determined in accordance with Bankruptcy Rule 1007(d), and (d) any party having filed a request to receive service in the Debtors' chapter 11 cases. The Debtors request that the Court consider service of the Interim Order as set forth above to constitute sufficient notice of the Final Hearing under Rule 4001 of the Bankruptcy Rules.

NOTICE

32. A Notice of Hearing and copies of the Motion and proposed Interim Order were filed and served consistent with Miss.Bankr.L.R. 9013-1(g)(3).

WHEREFORE, the Debtors respectfully request that this Court (a) conduct an emergency hearing on this Motion; (b) enter the Interim Order substantially in the form submitted herewith; (c) schedule a Final Hearing on the relief requested herein; and (d) grant such further relief as may be equitable and just.

THIS the 26th day of April, 2017.

Respectfully submitted,

PENICK PRODUCE CO., INC.
PENICK BUSINESS, L.P.
PENICK, L.P.

By: /s/ Douglas C. Noble

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CERTIFICATE OF SERVICE

I do hereby certify that the foregoing pleading was filed electronically through the Court's CM/ECF system and served electronically on all parties enlisted to receive service electronically and was separately served by e-mail on the following:

Sammye S. Tharpe
Trial Attorney, Office of the U.S. Trustee
sammye.s.tharpe@usdoj.gov

SO CERTIFIED, this the 26th day of April, 2017.

/s/ Douglas C. Noble

**Penick Produce
Weekly Cash Budget**

	1 Week Ending 7-May-17	2 Week Ending 14-May-17	3 Week Ending 21-May-17	4 Week Ending 28-May-17	5 Week Ending 4-Jun-17	6 Week Ending 11-Jun-17	7 Week Ending 18-Jun-17	8 Week Ending 25-Jun-17	9 Week Ending 2-Jul-17	10 Week Ending 9-Jul-17	11 Week Ending 16-Jul-17	12 Week Ending 23-Jul-17	13 Week Ending 30-Jul-17	Total
<i>Beginning Balance</i>	\$ -	\$ 33,943	\$ 241,126	\$ 463,109	\$ 1,102,292	\$ 1,138,735	\$ 1,382,918	\$ 2,102,401	\$ 2,258,584	\$ 2,314,127	\$ 2,805,910	\$ 2,795,993	\$ 2,787,776	\$ -
<i>Cash by Source:</i>														
Operations	\$ 238,000	\$ 316,000	\$ 274,000	\$ 755,000	\$ 233,000	\$ 285,000	\$ 767,000	\$ 197,000	\$ 197,000	\$ 517,000	\$ 17,000	\$ 17,000	\$ 17,000	\$ 3,830,000
Land Rent	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Cash In-Flows	\$ 238,000	\$ 316,000	\$ 274,000	\$ 755,000	\$ 233,000	\$ 285,000	\$ 767,000	\$ 197,000	\$ 197,000	\$ 517,000	\$ 17,000	\$ 17,000	\$ 17,000	\$ 3,830,000
<i>Disbursements:</i>														
Net Employee Payroll - Penick Produce	\$ 25,000	\$ 18,000	\$ 18,000	\$ 25,000	\$ 15,000	\$ 15,000	\$ 20,000	\$ 15,000	\$ 15,000	\$ 12,000	\$ 12,000	\$ 12,000	\$ 12,000	\$ 214,000
Per Diem	\$ 6,020	\$ -			\$ 6,020				\$ 6,020					\$ 18,060
Net Management Payroll - Penick Business	\$ 12,500				\$ 12,500				\$ 12,500					\$ 37,500
Employee Health Insurance	\$ 2,500				\$ 2,500				\$ 2,500					\$ 7,500
Employee Deductions	\$ 170				\$ 170				\$ 170					\$ 510
Uniforms	\$ 92	\$ 92	\$ 92	\$ 92	\$ 92	\$ 92	\$ 92	\$ 92	\$ 92	\$ 92	\$ 92	\$ 92	\$ 92	\$ 1,196
Utilities	\$ 28,500				\$ 28,500				\$ 28,500					\$ 85,500
Lodging	\$ 800				\$ 800				\$ 800					\$ 2,400
Travel	\$ 2,000				\$ 2,000				\$ 2,000					\$ 6,000
Fuel, Oil, and Tires	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 6,500
Truck Leases	\$ 1,820				\$ 1,820				\$ 1,820					\$ 5,460
Office Supplies	\$ 2,500				\$ 2,500				\$ 2,500					\$ 7,500
Copier Lease	\$ 180				\$ 180				\$ 180					\$ 540
Mobile Phones	\$ 550				\$ 550				\$ 550					\$ 1,650
Pest Control	\$ 900				\$ 900				\$ 900					\$ 2,700
Insurance Liability, Property and Workers Comp.	\$ 10,000				\$ 10,000				\$ 10,000					\$ 30,000
Accounting/Tax	\$ 5,000				\$ 5,000				\$ 5,000					\$ 15,000
Other	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 6,500
Fork Lift Rent	\$ 5,100				\$ 5,100				\$ 5,100					\$ 15,300
Scott Petroleum	\$ 1,700		\$ 1,700		\$ 1,700		\$ 1,700		\$ 1,700		\$ 1,700		\$ 1,700	\$ 11,900
Washer Maintenance	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 65,000
Cooler Maintenance	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 13,000
Yard Maintenance	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 6,500
Building Lease	\$ 3,000				\$ 45,500				\$ 3,000					\$ 51,500
Sweet Potatoes - Purchases for Resale	\$ 12,600	\$ 12,600	\$ 12,600	\$ 12,600	\$ 12,600	\$ 12,600	\$ 12,600	\$ 12,600						\$ 100,800
Parts and Equipment - Purchases for Resale	\$ 10,625	\$ 5,625	\$ 5,625	\$ 5,625	\$ 10,625	\$ 5,625	\$ 5,625	\$ 5,625	\$ 10,625	\$ 5,625	\$ 5,625	\$ 5,625	\$ 5,625	\$ 88,125
Freight for Sweet Potatoes	\$ 65,000	\$ 65,000	\$ 6,500	\$ 65,000										\$ 201,500
Legal and Professional Fees (Ch. 11)					\$ 25,000				\$ 25,000					\$ 50,000
														\$ -
														\$ -
<i>Total Disbursements</i>	<u>\$ 204,057</u>	<u>\$ 108,817</u>	<u>\$ 52,017</u>	<u>\$ 115,817</u>	<u>\$ 196,557</u>	<u>\$ 40,817</u>	<u>\$ 47,517</u>	<u>\$ 40,817</u>	<u>\$ 141,457</u>	<u>\$ 25,217</u>	<u>\$ 26,917</u>	<u>\$ 25,217</u>	<u>\$ 26,917</u>	<u>\$ 1,052,141</u>
<i>Net Weekly Cash Flow</i>	<u>\$ 33,943</u>	<u>\$ 207,183</u>	<u>\$ 221,983</u>	<u>\$ 639,183</u>	<u>\$ 36,443</u>	<u>\$ 244,183</u>	<u>\$ 719,483</u>	<u>\$ 156,183</u>	<u>\$ 55,543</u>	<u>\$ 491,783</u>	<u>\$ (9,917)</u>	<u>\$ (8,217)</u>	<u>\$ (9,917)</u>	<u>\$ 2,777,859</u>
<i>Ending Balance</i>	<u>\$ 33,943</u>	<u>\$ 241,126</u>	<u>\$ 463,109</u>	<u>\$ 1,102,292</u>	<u>\$ 1,138,735</u>	<u>\$ 1,382,918</u>	<u>\$ 2,102,401</u>	<u>\$ 2,258,584</u>	<u>\$ 2,314,127</u>	<u>\$ 2,805,910</u>	<u>\$ 2,795,993</u>	<u>\$ 2,787,776</u>	<u>\$ 2,777,859</u>	<u>\$ 2,777,859</u>

Exhibit "A"