

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION
www.flsb.uscourts.gov

In re: § (Chapter 11)
§
ARROW AIR, INC. AND § Case number 10-28831-AJC
ARROW AIR HOLDINGS CORP. § Case number 10-28834-LMI
§
§
Debtors § (Joint Administration Requested)

**DEBTORS' EMERGENCY MOTION FOR INTERIM AND
FINAL ORDERS AUTHORIZING THE USE OF CASH COLLATERAL
PURSUANT TO 11 U.S.C. § 363(c) AND FED. R. BANKR. P. 4001(b)**

(EMERGENCY HEARING REQUESTED)

Arrow Air, Inc. ("Arrow") and Arrow Air Holdings Corp. ("Holdings") (collectively, the "Debtors") file this Emergency Motion For Interim and Final Orders Authorizing the Use of Cash Collateral Pursuant to 11 U.S.C. § 363(c) and Fed. R. Bankr. P. 4001(b) (the "Motion"). In support of the Motion, the Debtors rely on the *Affidavit of Doug Yakola in Support of First Day Pleadings*.

Statement of Exigent Circumstances

1. The Debtors are a Miami-based international air carrier that provided cargo services to locations in the Caribbean, Central America, and South America. The Debtors need immediate use of cash collateral to effectuate an orderly wind down of their business operations and to maximize the value of their bankruptcy estates for the benefit of their creditors. The Debtors reasonably believe that a hearing to consider the relief requested must be held as soon as the Court's calendar will permit to avoid immediate and irreparable harm. The Debtors request that the Court waive the provisions of Local Rule 9075-1(B) requiring an affirmative statement that a bona fide effort was made to resolve the issues raised in this Motion, as the relief

requested herein is urgent in nature and does not lend itself to advance resolution.

Summary of Relief Requested

2. The Debtors, through this Motion, seek authority to (a) use cash collateral (as that term is defined in 11 U.S.C. § 363(a)) on an interim basis in connection with the orderly wind down of their business operations pursuant to the proposed interim budget attached hereto as Exhibit A, subject to the allowed variances, (b) provide adequate protection to the secured creditor for the use of cash collateral, and (c) use cash collateral on a final basis on substantially the same terms and conditions. The Debtors also request the scheduling of a hearing to consider their final and permanent use of cash collateral on a date at least 14 days after service of this Motion.

3. In compliance with Fed. R. Bankr. P. 4001(b) and this Court's *Guidelines for Motions Seeking Authority to Use Cash Collateral and Motions Seeking Approval of Postpetition Financing*, the following are the essential terms of the Debtors' proposed use of cash collateral:

- a. **Entities with an Interest in the Cash Collateral.** MP Arrow III, LLC is the Debtors' primary secured creditor, and has a security interest in all of the Debtors' property and assets, which includes cash collateral.
- b. **Purposes for the Use of the Cash Collateral.** The Debtors seek to use cash collateral to fund an orderly wind down of their business operations, including payment of employee wages and their reimbursable expenses, costs associated with the return of aircraft and related equipment, and all other necessary business expenses, all in accordance with the proposed budget.
- c. **Duration of the Use of the Cash Collateral.** The Debtors seek to use the cash collateral throughout their bankruptcy cases until confirmation of a chapter 11 plan and dissolution of their businesses.
- d. **Adequate Protection.** As adequate protection for the use of cash collateral, the Debtors have agreed to grant the secured creditor replacement liens on the Debtors' property and assets and a superpriority administrative expense claim, both subject to a carveout for certain fees and expenses. A complete description of the specific adequate protection is contained in paragraph 14 herein.

e. **Budget.** A budget outlining the Debtors' projected cash flow and the estimated use of the cash collateral is attached hereto as **Exhibit A.** In the interim period until the anticipated final hearing to consider the relief requested in this Motion (approximately 20 days after the bankruptcy filings), the Debtors request the use of cash collateral in the amount of \$1,862,000, subject to the allowed variance.

f. **Challenge Period.** Any creditor, party-in-interest, or statutory committee appointed in the Debtors' bankruptcy cases must commence any adversary proceeding or other contested matter challenging the validity, extent, enforceability, or nonavoidability of the prepetition liens and security interests held by MP Arrow III, LLC within 60 days after the appointment of the statutory committee; otherwise, the prepetition liens and security interests will be deemed valid, enforceable, and nonavoidable and the amounts due under the prepetition credit facility will be deemed valid and conclusive.

Jurisdiction and Venue

4. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. The Motion is a core proceeding under 28 U.S.C. § 157(b)(2). Venue is proper in this district under 28 U.S.C. §§ 1408 and 1409.

5. The statutory predicate for the relief requested herein is 11 U.S.C. §§ 361 and 363. The Motion is procedurally governed by Federal Rule of Bankruptcy Procedure 4001 and the *Guidelines for Motions Seeking Authority to Use Cash Collateral and Motions Seeking Approval of Postpetition Financing* promulgated by the Court.

Background

A. The Bankruptcy Cases; Corporate Structure of the Debtors

6. On June 30, 2010 (the "Petition Date"), the Debtors filed voluntary petitions 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 Florida, Miami Division (the "Court"). The Debtors continue to manage their property and assets as debtors-in-possession under 11 U.S.C. §§ 1107(a) and 1108. As part of their first day relief, the Debtors have

requested joint administration of their bankruptcy cases for administrative purposes.

7. A full description of the Debtors' business operations, corporate structure, and reasons for commencing these bankruptcy cases is contained in the *Affidavit of Doug Yakola in Support of First Day Pleadings* (the "First Day Affidavit"). The First Day Affidavit was filed on the Petition Date, and is incorporated herein by reference. Additional facts supporting the specific relief sought in this Motion are included below.

B. The Prepetition Credit Facility

8. Prepetition, Arrow (as borrower) and Holdings (as guarantor) entered into the Second Amended and Restated Credit Agreement dated May 5, 2009 (as amended, supplemented, or otherwise modified, the "Credit Agreement"), with MP Arrow III, LLC ("MP III")¹ (as lender), which provided certain financial accommodations to the Debtors, including (a) a senior secured term loan facility in the maximum principal amount of \$57,747,669.04 (the "Secured Term Loan") and (b) an unsecured term loan in the maximum principal amount of \$7,800,000 (the "Unsecured Term Loan"). The loans under the Credit Agreement bear interest at 2.04% per annum and mature on May 4, 2013. As of March 31, 2010, the Secured Term Loan had an outstanding principal and an accrued interest balance of \$58,529,302.39, and the Unsecured Term Loan had an outstanding principal and accrued interest balance of \$7,833,988.67.

¹ MP III owns 95% of the issued and outstanding common stock of Holdings. Additionally, MP III is an affiliate of MP Arrow Leasing Ltd. ("MP Leasing"). Arrow leases its B757 aircraft from MP Leasing. A complete discussion of the equity contributions, credit extensions, and other financial accommodations advanced to the Debtors by MP III and MP Leasing (which total more than \$100 million) is contained in the *Affidavit of Doug Yakola in Support of First Day Pleadings*.

9. Holdings guaranteed the obligations under the Credit Agreement pursuant to the General Continuing Guaranty dated January 30, 2009 (as amended, supplemented, or otherwise modified, the "Guaranty") granted in favor of MP III.

10. In connection with the Credit Agreement, Arrow and Holdings (as grantors) entered into the Amended and Restated Security Agreement dated May 5, 2009 (as amended, supplemented, or otherwise modified, the "Security Agreement") with MP III (as lender) in which they granted continuing first priority liens and security interests in all their personal property (including cash and cash equivalents), and all proceeds and products thereof (collectively, the "Prepetition Collateral"), as collateral for the Secured Term Loan. The Prepetition Collateral includes the following property and assets of the Debtors, whether currently owned or hereafter acquired: accounts, including accounts receivable; books and records; letters of credit, letter-of-credit rights, instruments, promissory notes, drafts, and other negotiable documents; chattel paper; interests in deposit accounts and securities accounts; equipment and fixtures; general intangibles; inventory; investment related property; guaranties; commercial tort claims; and cash and cash equivalents.

11. On June 18, 2010, the Debtors and MP III (as lender) entered into the Eighth Amendment and Forbearance to the Second Amended and Restated Credit Agreement (the "Eighth Amendment"). Under the Eighth Amendment, MP III agreed to forbear from exercising its rights and remedies under the Credit Agreement and related loan and security agreements based on the then existing defaults thereunder. Shortly before closing the Eighth Amendment, Arrow established a new deposit account at its depository account containing \$4,032,000, which is subject to an account control agreement granted in favor of MP III. In consideration for, and as a condition to, MP III's allowing the use of its cash collateral in accordance with the terms of

this Order, pursuant to a notice of control delivered to the depository bank, MP III caused the \$4,032,000 to be transferred out of the new account into an account owned by MP III prior to the bankruptcy filing.

D. Proposed Use of Cash Collateral and Granting of Adequate Protection

12. The Debtors have determined they do not have sufficient unencumbered working capital to fund the orderly wind down of their business postpetition (including the payment of employee salaries) and to otherwise fund the chapter 11 process, and therefore need authority to use cash collateral. The Debtors therefore approached MP III to discuss the terms and conditions under which it would consent to the Debtors' use of cash collateral during these bankruptcy cases. The parties also discussed the forms of adequate protection the Debtors might provide to protect MP III's interests from any diminution in the value of the Prepetition Collateral.

13. After significant negotiation, the Debtors and MP III reached an agreement concerning the Debtors' use of cash collateral in these bankruptcy cases and the provision of adequate protection for the use of cash collateral, which agreement is discussed further below and is reflected in the proposed interim order.

14. The following are the material terms and conditions of the parties' agreement regarding the use of cash collateral:

a. The Debtors are authorized to use cash collateral in accordance with the proposed interim budget (the "Interim Budget") attached hereto as Exhibit A pending a final hearing on the Motion. The use of cash collateral may vary from the amounts identified in the Interim Budget for the period beginning from the Petition Date until and through the Termination Date (defined below) by ten percent (10%) on an aggregate basis. For the avoidance of doubt, amounts identified in the Interim Budget not expended during a particular week shall carry forward to successive weekly periods, and any such carry-over surplus can be expended by the Debtors on any line items included in the Interim Budget, subject to the 10% aggregate variance.

b. As adequate protection for the use of its cash collateral, MP III would be

granted valid, binding, and enforceable first priority liens on and security interests (collectively, the "Replacement Liens") in all currently owned or hereafter acquired property and assets of the Debtors of any kind or nature, whether real or personal, tangible or intangible, wherever located, and all proceeds, products, rents, and profits thereof (collectively, the "Replacement Collateral"), only to the extent of the aggregate diminution in value of the Prepetition Collateral resulting from the postpetition sale, lease, or use of cash collateral by the Debtors, subject and subordinate only to (i) the Carveout² and (ii) any and all liens and security interests encumbering the Replacement Collateral that were properly perfected and unavoidable as of the Petition Date; provided, however, the Replacement Collateral shall not include causes of action (or proceeds thereof) held by the Debtors or their bankruptcy estates arising under chapter 5 of the Bankruptcy Code and/or analogous non-bankruptcy law.

c. As additional adequate protection, and subject and subordinate only to the Carveout, MP III is granted an allowed administrative expense claim in an amount equal to the diminution in value of the Prepetition Collateral postpetition (the "Superpriority Claim") with priority under 11 U.S.C. § 364(c)(1) and otherwise over all administrative expense claims and unsecured claims against the Debtors and their bankruptcy estates, now existing or hereafter arising, of any kind or nature whatsoever, including administrative expenses of the kinds specified in, or ordered pursuant to, 11 U.S.C. §§ 105, 326, 330, 331, 503(a), 503(b), 506(c), 507(a), 507(b), 546(c), 726, and 1114, regardless of whether such expenses or claims may become secured by a judgment lien or other non-consensual lien, levy, or attachment.

d. The Debtors will provide to MP III a budget comparison report on each Friday during the budget period. The report shall indicate the amount of the Debtors' actual revenue and expenses for the immediately prior calendar week and a comparison of such amounts to the budgeted revenue and expenses on a line-by-line basis for such week and on a cumulative basis since the Petition Date.

e. The validity, extent, enforceability and perfection of such claims, liens, and security interests of MP III shall remain subject to the rights of any creditor or party-in-interest (including any statutory committee appointed in these chapter 11 cases) to commence an appropriate adversary proceeding or contested matter objecting to the validity or amount of such prepetition claims or the extent, validity, perfection or nonavoidability of such prepetition liens and security

² As used in the interim order, the term "Carveout" means (a) all unpaid compensation and reimbursement of expenses of professionals (including any unpaid holdback amounts) accrued or incurred on or before the Termination Date that are allowed and payable under 11 U.S.C. §§ 330 and 331 and/or any orders of the Court, regardless of whether allowed before such Termination Date; (b) compensation and reimbursement of expenses of professionals accrued or incurred after the Termination Date in connection with the wind-down of the chapter 11 cases and conversion to chapter 7 cases (whether such conversion is voluntary or involuntary) in an aggregate amount up to \$250,000 that are allowed and payable under 11 U.S.C. §§ 330 and 331 and/or any orders of the Court; and (c) all unpaid fees required to be paid to the Clerk of the Bankruptcy Court and to the Office of the United States Trustee under 28 U.S.C. § 1930(a).

interests, which adversary proceeding or contested matter must be filed no later than 60 days after the date of the appointment of the statutory committee (the “Challenge Period”). If such adversary proceeding or contested matter is not timely filed within the Challenge Period, the liens and security interests of MP III in the Prepetition Collateral and shall be deemed legal, valid, binding, enforceable, perfected and unavoidable, and the full liability and obligations of, and claims against, the Debtors under the credit documents shall be conclusive and binding on all parties in interest in these bankruptcy cases or any successor case, including any subsequently appointed chapter 11 or chapter 7 trustee, as a legal, valid, binding, enforceable and fully secured claim that is not subject to offset, counterclaim or equitable subordination.

f. The Debtors and MP III reserve the right to seek additional adequate protection and other cash collateral provisions at the hearing to consider final approval of the Debtors’ use of cash collateral.

15. The Debtors need to use the cash collateral to effectuate the orderly wind down of their business and to fund the chapter 11 process. The inability to use cash collateral would cause immediate and irreparable harm to the Debtors' bankruptcy estates, which would be detrimental to their creditors and other parties-in-interest.

16. The Debtors maintain multiple bank accounts, including an operating account at Regions Bank. The funds received by the Debtors on account of the payment of accounts receivable are deposited in the operating account. The operating account is subject to an account control agreement executed by the Debtors in favor of MP III prepetition. The funds held in the operating account, including the funds deposited therein as a result of the payment of accounts receivable during the bankruptcy, will be the primary source for the use of cash collateral.

Relief Requested

17. The Debtors request authority to (a) use cash collateral on an interim basis in accordance with the Interim Budget attached hereto as Exhibit A, subject to the allowed variances, (b) provide adequate protection to MP III for the use of cash collateral, and (c) use cash collateral on a final basis on substantially the same terms and conditions. The Debtors also request the scheduling of a hearing to consider their final and permanent use of cash collateral on a date at least 14 days after the Petition Date.

Argument and Authorities

A. The Debtors' Use of Cash Collateral

18. In general, a chapter 11 debtor may use, sell, or lease property of the bankruptcy estate in the ordinary course of business without notice or a hearing. 11 U.S.C. § 363(c)(1). A debtor's use of cash collateral, however, is regulated by 11 U.S.C. § 363. Specifically, a chapter 11 debtor may not use, sell, or lease cash collateral in the ordinary course of business unless:

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

11 U.S.C. § 363(c)(2). Relief may be authorized without an actual hearing if there is insufficient time available and adequate protection has been provided. 11 U.S.C. 363(e).

19. The Debtors require the immediate use of cash collateral to effectuate the orderly wind down and liquidation of their business operations and assets, including the return of aircraft and related equipment and the payment of employee wages and reimbursable expenses, and to fund the chapter 11 process. The Debtors do not have sufficient unencumbered assets (including cash) to fund these items for 14 days (or more) during bankruptcy until a final hearing on the Motion can be held. Without the use of cash collateral, the Debtors cannot meet their ongoing

postpetition obligations, including employee payroll, bankruptcy costs (including the payment of legal counsel and other professionals), and other costs and expenses related to the orderly wind down. The inability to timely pay these costs and expenses would effectively end the Debtors' wind down efforts.

20. The Interim Budget itemizes the sources and uses of cash and provides a reasonable projection of cash receipts and expenditures. The Interim Budget includes a list of business expenses that are reasonable and necessary and that must be paid pending a final hearing. The temporary use of cash collateral as reflected in the Interim Budget is essential to avoid immediate and irreparable harm to the Debtors' bankruptcy estates.

21. The immediate temporary approval of the use of the cash collateral proposed is consistent with the requirements for maintaining both the value of the Debtors' assets and the cash collateral as well and to enhance the Debtors' ability to confirm a chapter 11 plan to finalize the Debtors' orderly wind down. The relief requested is in the best interests of MP III, the Debtors' bankruptcy estates, and the Debtors' creditors.

22. MP III has consented to the Debtors' use of cash collateral pursuant to the Interim Budget and the terms and conditions of the proposed interim order; therefore, § 363(c)(2) is satisfied and supports the granting of the requested relief. Additionally, the approval of the proposed use of the cash collateral is consistent with the requirements for preserving the Debtors' working capital and other assets, and to enhance the Debtors' ability to confirm a chapter 11 plan. The relief requested is in the best interests of the Debtors' bankruptcy estates and their creditors, including MP III.

B. The Proposed Adequate Protection

23. A creditor with an interest in cash collateral that is proposed to be used, sold, or leased by a bankruptcy debtor is entitled to adequate protection of such interest. 11 U.S.C. § 363(e). Adequate protection is not defined in the Bankruptcy Code; however, the purpose of adequate protection is to ensure the creditor's economic position is not worsened because of a bankruptcy filing. See In re Swedeland Dev. Group, Inc., 16 F.3d 552, 564 (3rd Cir. 1994) (en banc), quoting In re O'Connor, 808 F.2d 1393, 1396 (10th Cir. 1987) (noting the purpose of adequate protection "is to insure that the creditor receives the value for which he bargained for prebankruptcy"); In re Chavez, 2008 Bankr. LEXIS 592, at *10 (Bankr. S.D. Tex. Mar. 5, 2008). The focus of adequate protection is to protect a secured creditor from diminution in the value of its interest in collateral during the bankruptcy process. See In re Kain, 86 B.R. 506 (Bankr. W.D. Mich. 1988); In re Beker Indus. Corp., 58 B.R. 725 (Bankr. S.D.N.Y. 1986).

24. The concept of adequate protection is "flexible" and must be applied on a "case-by-case basis, after full consideration of the particular characteristics of each proceeding." In re Briggs Transp. Co., 780 F.2d 1339, 1348 (8th Cir. 1985) ("Flexibility was legislated into the Bankruptcy Code by the very fact that the term 'adequate protection' resists precise definition.") The Bankruptcy Code recognizes three nonexclusive forms of adequate protection that may apply to the debtor's use of property in which a secured creditor has an interest: (a) cash payment(s) to the creditor to the extent of the decrease in the value of such creditor's interest in such property, (b) an additional or replacement lien to the extent of the decrease in the value of the creditor's interest in the property, or (c) other relief as will result in the realization by the creditor of the indubitable equivalent of such entity's interest in the property. See 11 U.S.C. § 361; Perez v. Peake, 373 B.R. 468, 483 (S.D. Tex. 2007).

25. As recited above, the Debtors propose to provide the Replacement Liens and Superpriority Claim to MP III as adequate protection for the use of its cash collateral. The Debtors reserve the right to seek additional adequate protection for MP III and other cash collateral provisions at the hearing to consider final approval of the Debtors' use of cash collateral. The Debtors will also furnish MP III with the budget reconciliation reports as additional adequate protection. Based on the agreement of the Debtors and MP III, the proposed adequate protection is sufficient to protect MP III's interests in the Prepetition Collateral, and therefore satisfies the dictates of § 361(e).

C. Request for Final Hearing

26. Bankruptcy Rule 4001(b)(2) provides that a final hearing on a motion for authority to use cash collateral may not be conducted earlier than 14 days after service of the motion. The Debtors therefore request that the Court schedule a final hearing to consider the Debtors' ability to use cash collateral for a date as early as possible after the 14-day delay contemplated under Bankruptcy Rule 4001(b)(2).

Notice

27. Notice of the Motion has been given to the parties on the proposed initial Master Service List on the date and in the manner indicated in the *Certificate of Service Concerning First Day Pleadings* filed in the bankruptcy cases. The initial Master Service List includes all secured creditors (including MP III and its legal counsel), the twenty (20) largest unsecured creditors, the United States Trustee, and the Internal Revenue Service. Considering the emergency nature of the relief requested in the Motion, the Debtors submit that no other or further notice is necessary.

Conclusion

28. Based on the law and facts contained in the Motion and the agreement among the Debtors and MP III, the Debtors request that the Court (a) authorize the Debtors' use of cash collateral on an interim and final basis, (b) grant the proposed adequate protection to MP III for the use of its cash collateral, (c) set a final hearing on the Motion pursuant to Bankruptcy Rule 4001(b)(2) to consider the Debtors' use of cash collateral on a permanent basis, and (d) grant the Debtors such other legal and equitable relief to which they are entitled.

CERTIFICATION PURSUANT TO LOCAL RULE 9011-4(B):

I hereby certify that I am admitted to the Bar of the United States District Court for the Southern District of Florida and I am in compliance with the additional qualifications to practice in this court set forth in Local Rule 2090-1(A).

Dated: June 30, 2010

Respectfully submitted:

BERGER SINGERMAN

/s/ Jordi Guso

Paul Steven Singerman
Florida Bar No. 378860
Jordi Guso
Florida Bar No. 0863580
200 South Biscayne Boulevard, Suite 1000
Miami, Florida 33131
Telephone (305) 755-9500
Facsimile (305) 714-4340

– and –

HAYNES AND BOONE, LLP

Kenric D. Kattner
Texas Bar No. 11108400
Doug H. Edwards
Texas Bar No. 24034309
1 Houston Center
1221 McKinney, Suite 2100
Houston, Texas 77010
Telephone (713) 547-2000
Facsimile (713) 236-5608

PROPOSED COUNSEL TO
DEBTORS-IN-POSSESSION

Figures in Thousands	1	2	3	4	5	6	7	8	9	10	11
Week starting on	7/5	7/12	7/19	7/26	8/2	8/9	8/16	8/23	8/30	9/6	9/13
BEGINNING CASH BALANCE (BOOK)	4,970	7,233	8,111	8,856	8,998	9,396	9,816	10,180	10,397	10,566	12,449
SOURCES	3,084	1,786	878	833	638	638	421	421	249	2,000	100
Cash Receipts (Domestic & Foreign - Net of Foreign Expenses)	3,084	1,786	878	833	638	638	421	421	249	2,000	100
OPERATIONAL USES	(821)	(908)	(133)	(691)	(240)	(219)	(57)	(205)	(5)	(117)	(5)
Fuel	(200)	(200)	-	-	-	-	-	-	-	-	-
Payroll (Management & Crew Salaries)	-	(303)	-	(271)	-	(101)	-	(97)	-	(44)	-
Payroll Retention Bonus	-	(15)	-	(47)	-	(50)	-	(49)	-	(22)	-
Payroll Burden (Taxes & Benefits)	-	(40)	-	(40)	(138)	(34)	-	(32)	-	(14)	-
Flight and Cargo (Groundhandling, Warehouse, Distribution)	(25)	(10)	(5)	(5)	(2)	(2)	(2)	(2)	-	-	-
Aircraft Related (Maintenance, Parts, Engine Removal)	(106)	(58)	(48)	(48)	-	-	-	-	-	-	-
Others (Facilities, Utilities, Ordinary Course Professionals, Other)	(490)	(282)	(80)	(280)	(100)	(32)	(55)	(25)	(5)	(37)	(5)
SURPLUS (SHORTFALL) - OPERATIONS	2,263	878	745	142	398	419	364	216	244	1,883	95
OTHER/PROFESSIONAL DISBURSEMENTS	-	-	-	-	-	-	-	-	(75)	-	-
Haynes Boone	-	-	-	-	-	-	-	-	-	-	-
Berger Singerman	-	-	-	-	-	-	-	-	-	-	-
Committee Counsel/Advisor	-	-	-	-	-	-	-	-	(35)	-	-
Seabury	-	-	-	-	-	-	-	-	(40)	-	-
Others	-	-	-	-	-	-	-	-	-	-	-
SURPLUS (SHORTFALL) - AFTER OTHER/PROF	2,263	878	745	142	398	419	364	216	169	1,883	95
ENDING CASH BALANCE (BOOK)	7,233	8,111	8,856	8,998	9,396	9,816	10,180	10,397	10,566	12,449	12,544

Cash Balance does NOT include restricted cash

Figures in Thousands	12	13	14	15	16	17	18	19	20	21	22
Week starting on	9/20	9/27	10/4	10/11	10/18	10/25	11/1	11/8	11/15	11/22	11/29
BEGINNING CASH BALANCE (BOOK)	12,544	12,545	12,640	12,399	12,498	12,559	12,606	12,202	12,223	12,249	12,284
SOURCES	100	100	100	100	100	50	50	50	50	50	50
Cash Receipts (Domestic & Foreign - Net of Foreign Expenses)	100	100	100	100	100	50	50	50	50	50	50
OPERATIONAL USES	(99)	(5)	(56)	(1)	(39)	(3)	(24)	(29)	(24)	(15)	(26)
Fuel	-	-	-	-	-	-	-	-	-	-	-
Payroll (Management & Crew Salaries)	(43)	-	(13)	-	(13)	-	(13)	-	(13)	-	(13)
Payroll Retention Bonus	(22)	-	(6)	-	(6)	-	(6)	-	(6)	-	(6)
Payroll Burden (Taxes & Benefits)	(14)	-	(5)	-	(4)	-	(4)	-	(4)	-	(4)
Flight and Cargo (Groundhandling, Warehouse, Distribution)	-	-	-	-	-	-	-	-	-	-	-
Aircraft Related (Maintenance, Parts, Engine Removal)	-	-	-	-	-	-	-	-	-	-	-
Others (Facilities, Utilities, Ordinary Course Professionals, Other)	(20)	(5)	(32)	(1)	(16)	(3)	(1)	(29)	(1)	(15)	(3)
SURPLUS (SHORTFALL) - OPERATIONS	1	95	44	99	61	47	26	21	26	35	24
OTHER/PROFESSIONAL DISBURSEMENTS	-	-	(285)	-	-	-	(430)	-	-	-	(400)
Haynes Boone	-	-	(150)	-	-	-	(300)	-	-	-	(300)
Berger Singerman	-	-	(75)	-	-	-	(75)	-	-	-	(50)
Committee Counsel/Advisor	-	-	(35)	-	-	-	(35)	-	-	-	(35)
Seabury	-	-	(25)	-	-	-	(20)	-	-	-	(15)
Others	-	-	-	-	-	-	-	-	-	-	-
SURPLUS (SHORTFALL) - AFTER OTHER/PROF	1	95	(241)	99	61	47	(404)	21	26	35	(376)
ENDING CASH BALANCE (BOOK)	12,545	12,640	12,399	12,498	12,559	12,606	12,202	12,223	12,249	12,284	11,908

Cash Balance does NOT include restricted cash

Figures in Thousands	23	24	25	26
Week starting on	12/6	12/13	12/20	12/27
BEGINNING CASH BALANCE (BOOK)	11,908	11,957	11,983	12,033
SOURCES	50	50	50	50
Cash Receipts (Domestic & Foreign - Net of Foreign Expenses)	50	50	50	50
OPERATIONAL USES	(1)	(24)	-	(24)
Fuel	-	-	-	-
Payroll (Management & Crew Salaries)	-	(13)	-	(13)
Payroll Retention Bonus	-	(6)	-	(6)
Payroll Burden (Taxes & Benefits)	-	(4)	-	(4)
Flight and Cargo (Groundhandling, Warehouse, Distribution)	-	-	-	-
Aircraft Related (Maintenance, Parts, Engine Removal)	-	-	-	-
Others (Facilities, Utilities, Ordinary Course Professionals, Other)	(1)	(1)	-	(1)
SURPLUS (SHORTFALL) - OPERATIONS	49	26	50	26
OTHER/PROFESSIONAL DISBURSEMENTS	-	-	-	(350)
Haynes Boone	-	-	-	(250)
Berger Singerman	-	-	-	(50)
Committee Counsel/Advisor	-	-	-	(35)
Seabury	-	-	-	(15)
Others	-	-	-	-
SURPLUS (SHORTFALL) - AFTER OTHER/PROF	49	26	50	(324)
ENDING CASH BALANCE (BOOK)	11,957	11,983	12,033	11,709

Cash Balance does NOT include restricted cash