

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF WISCONSIN**

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In re:

The Young Men's Christian Association  
of Metropolitan Milwaukee, Inc.,

Case No. 14-27174-svk

(Chapter 11)

Debtor.

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In re:

YMCA Youth Leadership Academy, Inc.,

Case No. 14-27175-svk

(Chapter 11)

Debtor.

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**STIPULATION BY AND AMONG DEBTORS AND BMO HARRIS BANK N.A.  
AUTHORIZING DEBTORS TO (A) USE CASH COLLATERAL OF BMO HARRIS  
BANK N.A. AND (B) PROVIDE ADEQUATE PROTECTIO  
TO BMO HARRIS BANK N.A.**

This stipulation (the "**Stipulation**") is made as of June \_\_\_, 2014, by and among (a) (i) The Young Men's Christian Association of Metropolitan Milwaukee, Inc. ("**YMCA**") and (ii) YMCA Youth Leadership Academy, Inc. ("**YLA**"; each of YMCA and YLA, a "**Debtor**" and, collectively, the "**Debtors**") and (b) BMO Harris Bank N.A successor-by-merger to M&I Marshall & Ilsley Bank (the "**Bank**").

**RECITALS**

A. On June 4, 2014 (the "**Petition Date**"), Debtors filed voluntary petitions for relief under chapter 11 of the United States Bankruptcy Code (11 U.S.C. §§101 *et seq.*) (the "**Bankruptcy Code**") in the United States Bankruptcy Court for the Eastern District of Milwaukee (the "**Bankruptcy Court**").

B. Prior to the Petition Date, Debtor YMCA issued The Young Men's Christian Association of Metropolitan Milwaukee, Inc. Taxable Variable Rate Demand Notes, Series 2008, in the original principal amount of \$9,800,000 (the "**Taxable Notes**"), pursuant to an Indenture of Trust from the YMCA, as grantor, to U.S. Bank National Association, as Trustee (the "**Trustee**"), dated as of May 1, 2008 (the "**Taxable Indenture**").

C. Prior to the Petition Date, the Redevelopment Authority of the City of Milwaukee (the "**Authority**") issued its Refunding Revenue Bonds, Series 2010 (YMCA of Metropolitan Milwaukee) (the "**Tax Exempt Bonds**") in the original principal amount of \$20,025,000, for the benefit of YMCA, pursuant to a Trust Indenture between the Authority and the Trustee, dated as of January 1, 2010 (the "**Tax Exempt Indenture**"). In connection with the Tax Exempt Bonds, the YMCA executed a Loan Agreement dated as of January 1, 2010 (the "**Tax Exempt Loan Agreement**") with the Authority and the YMCA executed a Promissory Note dated January 21, 2010 in the amount of \$20,025,000 payable to the order of the Authority (the "**Tax Exempt Note**"). The Authority assigned its interest in the Tax Exempt Note to the Trustee.

D. Prior to the Petition Date, Debtors became obligated to the Bank pursuant to the following documents, instruments, and agreements (collectively, the "**Prepetition Documents**"); each Debtor acknowledges that it possesses originals or copies of, or is otherwise familiar with, the Prepetition Documents:

- (1) Second Amended and Restated Loan and Reimbursement Agreement by and between the Bank and YMCA dated as of September 22, 2011 (the "**Loan and Reimbursement Agreement**");

(2) that certain Promissory Note in the original maximum principal amount of \$3,000,000, dated June 30, 2013, and made by YMCA in favor of the Bank (the "**Revolving Credit Note**");

(3) Pledge and Security Agreement among YMCA, the Bank, and the Trustee, dated as of May 1, 2008 (the "**Taxable Pledge Agreement**");

(4) Amended and Restated Security Agreement by and between the Bank and YMCA dated as of September 22, 2011 (the "**YMCA Security Agreement**");

(5) Amended and Restated Negative Pledge Agreement between YMCA and the Bank dated as of September 22, 2011 (the "**Negative Pledge Agreement**");

(6) Letter Agreement between YMCA and the Bank dated as of September 22, 2011, as amended as of August 15, 2012, May 16, 2013, and June 30, 2013 (the "**Fee Letter**");

(7) Guaranty made by YLA in favor of the Bank dated as of September 22, 2011 ("**Guaranty**");

(8) Security Agreement between YLA and the Bank made as of September 22, 2011 ("**Guarantor Security Agreement**");

(9) Bank Bond Custody Agreement dated as of September 22, 2011 between the Trustee and the Bank ("**Bank Bond Custody Agreement**");

(10) ISDA Master Agreement between the Bank and YMCA dated as of May 25, 2004 (the "**2004 Master Swap Agreement**"), and all schedules, confirmations, and other supplements related thereto and that are made a part thereof;

(11) ISDA Master Agreement between the Bank and YMCA dated as of May 12, 2008 (the "**2008 Master Swap Agreement**") and all schedules confirmations, and other supplements related thereto and that are made a part thereof;

(12) Stand-By Letter of Credit Application and Agreement dated February 10, 2003 executed by YLA in favor of the Bank;

(13) Stand-By Letter of Credit Application and Agreement dated June 8, 2005 executed by YMCA in favor of the Bank; and

(14) the "**Related Documents**," as that term is defined in the Loan and Reimbursement Agreement.

E. The Prepetition Documents provide for the extension of the following credit facilities by the Bank to one or both Debtors (terms not otherwise defined below have the meaning ascribed to them in the Loan and Reimbursement Agreement) (collectively, the "**Prepetition Credit Facilities**"):

(1) Revolving Credit Loans, as evidenced by the Revolving Credit Note;

(2) Irrevocable Letter of Credit No. SB/IRB 396, dated May 1, 2008, as amended by that certain Amendment dated September 20, 2011, issued in connection with the Taxable Notes by the Bank for the account of YMCA and in favor of Trustee in the maximum amount of \$9,941,765.00 and with a current expiry date of August 15, 2014 (the "**Taxable Letter of Credit**");

(3) Irrevocable Letter of Credit No. SB/IRB 442, dated September 22, 2011, issued in connection with the Tax Exempt Bonds by the Bank for the account of YMCA and in favor of Trustee in the maximum amount of \$20,271,884.00 and with a current expiry date of August 15, 2014 (the "**Tax Exempt Letter of Credit**");

(4) interest rate swap transactions still outstanding and confirmed under the 2004 Master Swap Agreement in the following notional amounts:

(a) \$6,970,000 (Reference No. 4588); and

(b) \$5,550,000 (Reference No. 4590);

(5) an interest rate swap transaction still outstanding and confirmed under the 2008 Master Swap Agreement in the notional amount of \$9,800,000 (Reference No. 632TA).

(6) Stand-By Letter of Credit SB 8342 now numbered HACH372522OS for the account of YMCA and in favor of Treasurer, Wisconsin Unemployment Reserve Fund, in the maximum amount of \$446,726 (the "**YMCA Stand-By LC**");

(7) Stand-By Letter of Credit SB 6542 renumbered HACH372626OS issued for the account of YLA and in favor of Treasurer, Wisconsin Unemployment Reserve Fund, in the maximum amount of \$58,000 (the "**YLA Stand-By LC**"); and

(8) Treasury management services and deposit account liabilities, including, without limitation, an ACH Guidance Line, for use in connection with payroll obligations and Automated Clearing House transactions regarding one or both Debtors.

F. The Bank asserts that all "**Obligations**" of YMCA (as defined in the YMCA Security Agreement) (the "**YMCA Obligations**") are secured by valid, enforceable, properly-perfected, first-priority, unavoidable liens and security interests (the "**YMCA Prepetition Liens**") in the property defined as "**Collateral**" in the YMCA Security Agreement (the "**YMCA Collateral**"), including cash that the Bank asserts is its "cash collateral" within the meaning of Bankruptcy Code §363(a), subject only to liens and security interests in the YMCA Collateral, if any, in favor of third parties that, as of the Petition Date, (1) had priority under

applicable law over the YMCA Prepetition Liens; (2) were not subordinated by agreement or applicable law to the YMCA Prepetition Liens, and (3) were non-avoidable, valid, properly perfected, and enforceable against the YMCA Collateral.

G. The Bank asserts that all "**Obligations**" of YLA (as defined in the Guarantor Security Agreement) (the "**Guarantor Obligations**") are secured by valid, enforceable, properly-perfected, first-priority, unavoidable liens and security interests (the "**Guarantor Prepetition Liens**") in the property defined as "**Collateral**" in the Guarantor Security Agreement (the "**Guarantor Collateral**"), including cash that the Bank asserts is its "cash collateral" within the meaning of Bankruptcy Code §363(a), subject only to liens and security interests in the Guarantor Collateral, if any, in favor of third parties that, as of the Petition Date, (1) had priority under applicable law over the Guarantor Prepetition Liens; (2) were not subordinated by agreement or applicable law to the Guarantor Prepetition Liens, and (3) were non-avoidable, valid, properly perfected, and enforceable against the Guarantor Collateral.

H. The YMCA Prepetition Liens and the Guarantor Prepetition Liens shall be referred to herein as the "**Prepetition Liens**"; the YMCA Collateral and the Guarantor Collateral shall be referred to herein as the "**Aggregate Collateral**".

I. As of the date hereof, Debtors and the Bank do not agree in all respects on issues that include, without limitation, (1) the amount of the YMCA Obligations and of the Guarantor Obligations; (2) the extent, validity, perfection, avoidability, and/or priority of the Prepetition Liens; (3) the scope of the Aggregate Collateral, including the identity and amount of cash that constitutes the Bank's "cash collateral," pursuant to Bankruptcy Code §363(a); (4) the avoidability of certain prepetition transfers made to the Bank; and (5) the extent and value of the Bank's interest in the Aggregate Collateral that is entitled to adequate protection

under Bankruptcy Code §361 and §363. Notwithstanding anything contained in this Stipulation that may be to the contrary, each of the Debtors and the Bank completely reserves all of its rights, claims, and defenses as to any right, claim, defense, or issue that is not expressly stipulated to herein, including, without limitation, the matters described above.

J. However, for the purposes of this Stipulation, Debtors and the Bank stipulate that:

(1) As of the Petition Date, Debtors are liable to the Bank in an amount of not less than \$3,000,000.00, which sum constitutes an allowable, unavoidable claim of the Bank against Debtors.

(2) Debtors possess or otherwise have control of funds that are subject to valid, enforceable, properly perfected, first-priority Prepetition Liens and that constitute cash collateral of the Bank (within the meaning of Bankruptcy Code 363(a)) in a sum in excess of \$3,000,000.00 (the "**Bank Cash Collateral**").

(3) Debtors require the immediate use of the Bank Cash Collateral to continue operations, including, without limitation, to pay the expenses shown on the budget attached hereto ("**Budget**") and thereby to continue their mission and preserve the value of their assets for creditors.

(4) The Bank is entitled to receive adequate protection of its interest in the Bank Cash Collateral, to the extent set forth herein.

(5) The Bank is willing to consent to the use of the Bank Cash Collateral, subject to the Budget and the terms of this Stipulation.

**NOW, THEREFORE**, for valuable consideration, including the stipulations and agreements set forth herein, the Debtors and the Bank agree as follows:

1. Debtors are authorized to use the Bank Cash Collateral: (a) solely in accordance with and pursuant to the terms and provisions of this Stipulation and (b) solely in the amounts and for the purposes set forth in the Budget. Provided however, operating expenses set forth on the Budget may vary up to not more than 5% over the budgeted amount on a cumulative basis.

2. As adequate protection for any diminution in the value of the Bank's interest in the Aggregate Collateral, whether resulting from the use of Bank Cash Collateral, the imposition of the automatic stay under Bankruptcy Code §362, or otherwise:

(a) the Bank is hereby granted, to the extent the Prepetition Liens do not continue after the Petition Date under Bankruptcy Code §552, replacement liens and security interests (the "**Replacement Liens**") in all presently owned and hereafter-acquired property of the Debtors of the same type, kind, and nature as the Aggregate Collateral; the Replacement Liens shall be in addition to the Prepetition Liens and shall have the same extent, validity, and priority as the Prepetition Liens;

(b) the Bank is hereby granted liens on and security interests in (the "**Additional Liens**") all real property owned by either of the Debtors and the proceeds of any disposition thereof, provided, however, that the Additional Liens shall not attach to the Northside YMCA Center located at 1350 W. North Avenue, Milwaukee, Wisconsin;

(c) neither the Replacement Liens nor the Additional Liens shall attach to causes of action, if any, of the Debtors' estates arising under sections 544, 545, 546, 547, 548, 549, 550, or 552 of the Bankruptcy Code;



(d) to the extent that the value of the Bank's interest in the Aggregate Collateral diminishes notwithstanding the adequate protection provided hereunder, to the extent of such diminution, the Bank shall have an allowed super-priority administrative expense claim as provided under Bankruptcy Code §507(b) (the "**507(b) Claim**"), having priority in right of payment over any and all administrative expenses and priority claims of the kind specified in, or ordered pursuant to sections 105, 326, 330, 331, 503(b), 506(c), 507(a) or 552 of the Bankruptcy Code and over all rights of set-off.

(e) The Replacement Liens, Additional Liens, and 507(b) Claim shall be subject only to (i) liens and security interests in the Aggregate Collateral, if any, in favor of third parties that, as of the Petition Date, (A) had priority under applicable law over the Prepetition Liens; (B) were not subordinated by agreement or applicable law to the Prepetition Liens, and (C) were non-avoidable, valid, properly perfected, and enforceable against the Aggregate Collateral and (ii) the payment of quarterly fees to the Office of the United States Trustee pursuant to 28 U.S.C. § 1930.

3. Debtors shall:

(a) provide weekly reconciliations of actual-to-budgeted income and expenditures on or before the Wednesday following the end of each calendar week. Such reconciliations shall be provided to the Bank by delivering the same, via electronic mail, to Kevin Cleary, [kcleary@fortdearbornpartners.com](mailto:kcleary@fortdearbornpartners.com), with a copy to Brian Sirower, [brian.sirower@quarles.com](mailto:brian.sirower@quarles.com), and Valerie Bailey-Rihn, [val.bailey@quarles.com](mailto:val.bailey@quarles.com); and

(b) to the extent not already provided, provide to the Bank as set forth in paragraph 3(a) above, within five (5) business days after entry of an order of the Bankruptcy Court approving this Stipulation, the following information:

- (i) a 5-week cash flow budget, with supporting detail including sources of revenue, expense detail, and any planned expense reductions;
- (ii) Debtors' most recent aged accounts payable listing by vendor;
- (iii) Debtors' April 30, 2014, trial balance;
- (iv) an itemized list of cash disbursements, excluding payroll, from January 1, 2014 through May 31, 2014, and
- (v) the number of members of Debtors, type of membership, and facility, for each of (A) Fiscal Year 2012; (B) Fiscal Year 2013, and (C) monthly for Fiscal Year 2014, through May 30, 2014.

4. As additional protection for the Bank's interest in the Aggregate Collateral, Debtors shall (if they have not already done so) confirm that the Bank remains a lender's loss payee and/or additional insured on all insurance policies of either Debtor as and to the extent required by the Prepetition Documents, and Debtors shall deliver a copy of the current insurance certificate to the Bank within seven (7) calendar days following entry of an order of the Bankruptcy Court approving this Stipulation.

5. The Replacement Liens and Additional Liens granted to the Bank pursuant to the terms of this Stipulation shall be valid and perfected, as of the date of entry of the Bankruptcy Court's order approving this Stipulation, without the need for the execution or filing of any further document or instrument otherwise required to be executed or filed under applicable non-bankruptcy law, provided, however, that Debtor shall execute and deliver such

further documents as the Bank may reasonably request to evidence and give notice of the Replacement Liens and/or Additional Liens.

6. The automatic stay imposed by Bankruptcy Code §362 is hereby modified, to the extent necessary, to implement and effectuate the terms and conditions of this Order. The automatic stay, in all other respects, shall remain in effect pending further order of the Bankruptcy Court.

7. Debtors' authority to use the Bank Cash Collateral under this Stipulation shall terminate upon the earlier of (the "**Termination Date**"): (a) the date upon which the Bank delivers to Debtors and any official committee appointed in the Debtors' cases, through their respective counsel – whether by overnight mail, facsimile, or electronic mail – notice of the occurrence of an Event of Default under this Stipulation; (b) entry of an order of the Bankruptcy Court providing for the termination or modification of this Stipulation, and (c) June 27, 2014.

8. Each of the following events shall constitute an Event of Default:

- (a) entry of an order converting one or both of Debtors' chapter 11 cases to cases under chapter 7 of the Bankruptcy Code;
- (b) entry of an order appointing a Chapter 11 Trustee;
- (c) entry of an order dismissing one or both of Debtors' cases;
- (d) failure of the Debtors to comply with this Stipulation, including failure to comply with the terms of the Budget; and
- (e) entry of an order of the Bankruptcy Court granting liens or priority administrative expense claims pursuant to Bankruptcy Code §364 (c) & (d) to any

party other than the Bank to the extent that such claims would be senior to the Bank's lien in the Collateral.

9. Upon the occurrence of an Event of Default, (a) the Debtors shall immediately cease using the Bank Cash Collateral and shall hold all Bank Cash Collateral pending further order of the Court; and (b) the Bank shall be entitled to seek modification of the automatic stay in order to pursue all of its rights and remedies against the Debtor under the Prepetition Documents, or request any other relief it deems appropriate, and the Debtors reserve all of their rights to oppose such relief.

10. Nothing herein is intended, nor shall it be deemed, to constitute a waiver of the right of the Bank to request relief from the Bankruptcy Court or of the Debtors' right to contest any such requests.

11. This Stipulation shall become effective, and shall be binding on the Bank and the Debtors, only upon entry of an order of the Bankruptcy Court approving the Stipulation, which order shall be in form and substance reasonably acceptable to the Bank.

12. Upon entry of an order of the Bankruptcy Court approving this Stipulation, this Stipulation shall become binding on all parties in interest in the Debtors' cases and their respective successors and assigns, including, without limitation, any trustee appointed or elected in the Debtors' chapter 11 cases or in any successor chapter 7 cases.

13. The undersigned counsel hereby represent that they have the authority to bind their clients to the terms of this Stipulation.

IN WITNESS WHEREOF, the parties hereto have caused this Stipulation to be executed as of the date first above written.

Dated this 6th day of June, 2014.

Valerie L. Bailey-Rihn  
State Bar No. 1000728

/s/ Valerie L. Bailey-Rihn  
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*Attorneys for BMO Harris Bank N.A  
successor-by-merger to M&I Marshall &  
Ilsley Bank*

Dated this 6th day of June, 2014.

Mark Metz  
State Bar No. 1030764

/s/ Mark L. Metz .  
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*Attorneys for Debtors The Young Men's  
Christian Association of Metropolitan  
Milwaukee, Inc. and YMCA Youth Leadership  
Academy, Inc.*

The YMCA of Metropolitan Milwaukee, Inc.  
13Week Cash Flow - Summary

Week	1	2	3	4	5	Weeks 1-5
	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast Total
Week beginning	6/4/2014 & 6/9/2014	6/16/2014	6/23/2014	6/30/2014	7/7/2014	
<i>Beginning cash, unrestricted</i>	947,253	1,190,953	1,089,053	1,154,353	5,978,553	947,253
<i>Beginning cash, restricted</i>	1,532,538	1,532,538	1,532,538	1,565,338	1,565,338	1,532,538
<b><i>Beginning cash, total</i></b>	<b>2,479,791</b>	<b>2,723,491</b>	<b>2,621,591</b>	<b>2,719,691</b>	<b>7,543,891</b>	<b>2,479,791</b>
<b>Receipts</b>						
<i>Unrestricted receipts</i>						
Centers	83,000	90,000	99,000	71,000	157,000	500,000
Administrative Offices	25,000	25,000	25,000	25,000	25,000	125,000
Fin Dev	5,000	3,000	8,000	9,500	5,000	30,500
Credit Cards	201,900	220,200	171,800	218,400	182,700	995,000
DPI State Funding	-	-	20,000	-	-	20,000
Member bank draft	-	504,100	-	469,800	-	973,900
Grants	208,300	11,300	8,500	28,600	-	256,700
United Way & Other	-	101,800	-	133,000	-	234,800
Deposits	-	-	-	-	-	-
<i>Restricted receipts</i>						
Misc. Restricted Contributions	-	-	-	-	-	-
Restricted Pledges	-	-	32,800	-	-	32,800
<b>Total cash receipts</b>	<b>523,200</b>	<b>955,400</b>	<b>365,100</b>	<b>955,300</b>	<b>369,700</b>	<b>3,168,700</b>
<b>Operating Disbursements</b>						
Payroll - YMCA	-	(683,500)	(800)	(777,500)	-	(1,461,800)
Payroll - YLA	-	(91,000)	-	(104,900)	-	(195,900)
Subtotal Payroll	-	(774,500)	(800)	(882,400)	-	(1,657,700)
Retirement	-	(67,000)	-	-	(67,000)	(134,000)
Grayson	-	-	-	-	-	-
YUSA	-	-	(1,100)	(24,600)	-	(25,700)
IT related disbursements	-	(800)	-	(3,200)	-	(4,000)
Sales Taxes	-	-	(2,000)	-	-	(2,000)
Electronic funds transfer and DD items	-	(67,800)	(3,100)	(27,800)	(67,000)	(165,700)
Lease Payments	-	-	-	(47,800)	-	(47,800)
Credit card Fees & Other	-	-	-	-	-	-
Benefits	(193,100)	-	-	-	(180,000)	(373,100)
Utility, rent, maintenance, and other building related	(11,400)	(145,000)	(173,100)	(262,100)	(70,100)	(661,700)
Marketing, office supplies, and office related	(70,000)	(50,000)	(80,000)	(91,000)	(86,000)	(377,000)
YLA operating disbursements	(5,000)	(20,000)	(10,000)	(20,000)	(20,000)	(75,000)
Accounts payable items	(279,500)	(215,000)	(263,100)	(373,100)	(356,100)	(1,486,800)
<b>Total Operating Disbursements</b>	<b>(279,500)</b>	<b>(1,057,300)</b>	<b>(267,000)</b>	<b>(1,331,100)</b>	<b>(423,100)</b>	<b>(3,358,000)</b>
<b>Total Operating Cash Flow</b>	<b>243,700</b>	<b>(101,900)</b>	<b>98,100</b>	<b>(375,800)</b>	<b>(53,400)</b>	<b>(189,300)</b>
<b>Non-operating</b>						
Professional fees	-	-	-	-	-	-
Proceeds from sale of properties	-	-	-	5,200,000	-	5,200,000
<b>Financing</b>						
Debt service payments	-	-	-	-	-	-
<b>Non-Operating Proceeds / (Disbursements)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>5,200,000</b>	<b>-</b>	<b>5,200,000</b>
<b>Total Disbursements</b>	<b>(279,500)</b>	<b>(1,057,300)</b>	<b>(267,000)</b>	<b>3,868,900</b>	<b>(423,100)</b>	<b>1,842,000</b>
<b>Net change in cash before LOC</b>						
Unrestricted cash	243,700	(101,900)	65,300	4,824,200	(53,400)	4,977,900
Restricted cash	-	-	32,800	-	-	32,800
<b>Revolver activity</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Ending cash, book</b>						
Unrestricted cash book	1,190,953	1,089,053	1,154,353	5,978,553	5,925,153	5,925,153
Restricted cash book	1,532,538	1,532,538	1,565,338	1,565,338	1,565,338	1,565,338
<b>Total ending cash, book</b>	<b>2,723,491</b>	<b>2,621,591</b>	<b>2,719,691</b>	<b>7,543,891</b>	<b>7,490,491</b>	<b>7,490,491</b>
Float Cleared	-	-	-	-	-	-
<b>Total ending cash, bank</b>	<b>2,723,491</b>	<b>2,621,591</b>	<b>2,719,691</b>	<b>7,543,891</b>	<b>7,490,491</b>	<b>7,490,491</b>
Outstanding Checks End of Week	-	-	-	-	-	-
<b>Ending Cash after Float</b>	<b>2,723,491</b>	<b>2,621,591</b>	<b>2,719,691</b>	<b>7,543,891</b>	<b>7,490,491</b>	<b>7,490,491</b>
Accrued Professional Fees	-	-	-	(185,000)	(185,000)	(185,000)
Accrued Retention and Severance	-	-	-	(400,000)	(400,000)	(400,000)
<b>Ending Cash after Accrued Professional Fees and Severance</b>	<b>2,723,491</b>	<b>2,621,591</b>	<b>2,719,691</b>	<b>6,958,891</b>	<b>6,905,491</b>	<b>6,905,491</b>