

1 Penelope Parmes (State Bar No.104774)
penelope.parmes@troutmansanders.com
2 TROUTMAN SANDERS LLP
5 Park Plaza, Suite 1400
3 Irvine, CA 92614-2545
Telephone: 949.622.2700
4 Facsimile: 949.622.2739
5 Attorneys for Senior Secured Creditor
ISRAEL DISCOUNT BANK OF NEW YORK
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9 UNITED STATES BANKRUPTCY COURT
10 CENTRAL DISTRICT OF CALIFORNIA
11 LOS ANGELES DIVISION

TROUTMAN SANDERS LLP
5 PARK PLAZA
SUITE 1400
IRVINE, CA 92614-2545

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13 In re:
14 B&B Bachrach, LLC,
15
16 Debtor and Debtor in Possession.

Case No. 2:17-bk-15292-NB
Chapter 11

**FIFTH INTERIM ORDER PURSUANT TO
11 U.S.C. §§ 105, 361, 362, AND 363
AUTHORIZING DEBTOR'S INTERIM
USE OF CASH COLLATERAL,
GRANTING ADEQUATE PROTECTION
TO THE DEBTOR'S SENIOR
PREPETITION SECURED LENDER, AND
SCHEDULING CONTINUED HEARING
AND STATUS CONFERENCE**

Hearing Date:
Date: July 11, 2017
Time: 2:00 PM
Place: Courtroom 1545
255 E. Temple Street
Los Angeles, CA 90012

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26 B&B Bachrach, LLC, (the "Debtor") having filed an emergency motion (the "Cash
27 Collateral Motion") [Dkt. No. 4], pursuant to Sections 105, 361, 362, and 363, of title 11 of the
28 United States Code (the "Bankruptcy Code") and Rule 4001 of the Federal Rules of Bankruptcy

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1 Procedure (the “Bankruptcy Rules” and each a “Bankruptcy Rule”), for entry of interim and final
2 orders: (i) approving the *Stipulation Authorizing Debtor’s Interim Use of Cash Collateral and*
3 *Granting Adequate Protection to the Debtor’s Prepetition Secured Lender* (the “Stipulation”),
4 attached to the Cash Collateral Motion as Exhibit A, and entered into between the Debtor and its
5 senior secured creditor, Israel Discount Bank of New York (“IDB”), authorizing the Debtor’s use
6 of IDB’s Cash Collateral¹ on the terms and conditions set forth in the Stipulation and budget
7 attached thereto [Dkt. Nos. 49, 67] (the “Initial Budget”), (ii) authorizing the permissive use of
8 junior creditors CC Funding’s and Opportunity Fund’s cash collateral pursuant to the Initial
9 Budget, (iii) scheduling a final hearing on the Cash Collateral Motion pursuant to Bankruptcy
10 Rule 4001(b), and (iv) granting related relief; the Cash Collateral Motion having come before the
11 Court for a hearing on May 4, 2017; the Court having entered an order on May 4, 2017 [Dkt No.
12 50]: (i) granting the Cash Collateral Motion and approving the Stipulation on an interim basis,
13 effective *nunc pro tunc* to the Petition Date, subject to the clarifications and conditions set forth in
14 the Court’s *Order Memorializing the Court’s Tentative Rulings for “First Day” Motions and*
15 *Initial Status Conference* [Dkt. Nos. 46, 47] and as modified or supplemented on the record and
16 (ii) scheduling a hearing for May 23, 2017 (the “Hearing”) to consider granting the relief
17 requested in the Cash Collateral Motion on a final basis (the “Interim Cash Collateral Order”);
18 counsel for IDB, counsel for the Debtor, and counsel for the Official Committee of Unsecured
19 Creditors (the “Committee”) having announced at the Hearing an agreement between the parties
20 whereby IDB would consent to the Debtor’s continued use of Cash Collateral through June 8,
21 2017, pursuant to certain modifications of the Initial Budget; the Court having entered the *Second*
22 *Interim Order Pursuant to 11 U.S.C. §§ 105, 361, 362, and 363 Authorizing Debtor’s Interim Use*
23 *of Cash Collateral, Granting Adequate Protection to Debtor’s Senior Prepetition Secured*
24 *Lender, and Scheduling Continued Hearing* (the “Second Interim Cash Collateral Order”) on May
25 26, 2017 [Dkt. No. 123], pursuant to which: (i) the Debtor’s continued use of Cash Collateral was
26 approved through and including June 8, 2017 on the terms and conditions set forth therein, (ii) the

27 _____
28 ¹ Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Second Interim Cash
Collateral Stipulation.

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1 Debtor was directed to file a revised Initial Budget with the Court no later than May 30, 2017,
2 and (iii) a hearing to consider the relief requested in the Cash Collateral Motion on a final basis
3 was scheduled for June 8, 2017 (the “June 8 Cash Collateral Hearing”); the Debtor having filed a
4 revised Initial Budget on May 30, 2017 [Dkt. No. 125], which was further amended by Exhibit A
5 (the “Amended Budget”) to the *Final Stipulation Authorizing Debtor’s Interim Use of Cash*
6 *Collateral and Granting Adequate Protection to the Debtor’s Prepetition Senior Secured Lender*,
7 filed on June 2, 2017 [Dkt. No. 136] (the “Second Interim Cash Collateral Stipulation”); certain
8 landlords and the Committee having filed the following objections to the Cash Collateral Motion
9 and Amended Budget: (i) *Amended Limited Objection Of General Growth And Taubman*
10 *Landlords To (1) Entry Of Final Order Authorizing Use Of Cash Collateral And Granting*
11 *Adequate Protection To The Debtor’s Senior Prepetition Secured Lender, And (2) Amended*
12 *Budget Regarding Use Of Cash Collateral* [Dkt. 131] filed by certain landlords affiliated with
13 GGP, Inc. and the Taubman Company, LLC, (ii) *Limited Objection Of Various Landlords To*
14 *Final Order For Use Of Cash Collateral* [Doc. 134] filed by the Forbes Company, Centennial
15 Real Estate, and Starwood Retail Partners, LLC, and (iii) *Supplemental Reply To Objection Of*
16 *Israel Discount Bank Of New York To Debtor’s Continued Use Of Cash Collateral* [Dkt. 132]
17 filed by the Committee (the foregoing collectively referred to as the “Cash Collateral
18 Objections”); IDB and the Debtor having responded to the Cash Collateral Objections on June 6,
19 2017, by filing the *Reply of Israel Discount Bank of New York to Cash Collateral Objections*
20 *Filed by the Official Committee of Unsecured Creditors and Certain Landlords* [Dkt. No. 148]
21 and *Debtor’s Combined Reply to Responses and Objections to Debtor’s Use of Cash Collateral*
22 [Dkt. No. 150]; the Court having entered the *Third Interim Order Pursuant to 11 U.S.C. §§ 105,*
23 *361, 362, and 363 Authorizing Debtor’s Interim Use of Cash Collateral, Granting Adequate*
24 *Protection to the Debtor’s Senior Prepetition Secured Lender, and Scheduling Continued*
25 *Hearing and Status Conference* on June 12, 2017 [Dkt. No. 156] (the “Third Interim Cash
26 Collateral Order”) pursuant to which: (i) the Second Interim Cash Collateral Stipulation and
27 Amended Budget were approved, effective as of June 8, 2017, (ii) the Debtor’s continued use of
28 Cash Collateral was approved through and including June 20, 2017, subject to the terms and

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1 conditions of the Second Interim Cash Collateral Stipulation and Amended Budget, and (iii) the
2 Court continued to June 20, 2017, the final hearing on the relief requested in the Cash Collateral
3 Motion (the “June 20 Cash Collateral Hearing and Status Conference”); the Court having entered
4 the *Fourth Interim Order Pursuant to 11 U.S.C. §§ 105, 361, 362, and 363 Authorizing Debtor’s*
5 *Interim Use of Cash Collateral, Granting Adequate Protection to the Debtor’s Senior Prepetition*
6 *Secured Lender, and Scheduling Continued Hearing and Status Conference* on June 16, 2017
7 [Dkt. No. 164] (the “Fourth Interim Cash Collateral Order”) pursuant to which: (i) the June 20
8 Cash Collateral Hearing and Status Conference was vacated, (ii) the Debtor’s continued use of
9 Cash Collateral was approved through and including July 11, 2017, subject to the terms and
10 conditions of the Second Interim Cash Collateral Stipulation and Amended Budget, and (iii) the
11 Court scheduled a joint hearing and status conference on July 11, 2017 to consider the relief
12 requested in the Cash Collateral Motion on a final basis; the Debtor and IDB having agreed to
13 extend the Debtor’s use of Cash Collateral through and including August 8, 2017, subject to the
14 terms and conditions of the Second Interim Cash Collateral Stipulation, a further revised
15 Amended Budget (the “Second Amended Budget”) attached hereto as Exhibit A, and the terms
16 set forth herein, and conditioned on the execution by Brian Lipman, on or before July 10, 2017, of
17 that certain *Stipulation and Agreement Authorizing Liquidation of Cash Collateral under Cash*
18 *Collateral Security and Control Agreement* (the “Lipman Cash Collateral Liquidation
19 Stipulation”) while the parties continue to evaluate the Debtor’s financial condition and work
20 toward a consensual combined plan and disclosure statement; after due deliberation and good
21 cause appearing to grant the relief requested in the Cash Collateral Motion on a continued interim
22 basis; and based on the findings of fact and conclusions of law stated orally and recorded in open
23 court:

24 **IT IS HEREBY ORDERED THAT:**

- 25 1. The Cash Collateral Motion is granted on an interim basis and a final hearing on
26 the Cash Collateral Motion is set for August 8, 2017 at 2:00 PM (Pacific Time).
- 27 2. The Second Amended Budget attached hereto as Exhibit A is approved.

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1 3. Subject to the terms and conditions of the Second Interim Cash Collateral
2 Stipulation and the Second Amended Budget, the Debtor is authorized to use Cash Collateral
3 through and including August 8, 2017, solely to pay the expenditures set forth in the Second
4 Amended Budget (as may be modified, supplemented or updated from time to time with express
5 written consent of IDB), provided that such use shall not be in excess of the Debtor's Net
6 Receipts.

7 4. The Interim Cash Collateral Order and Second Interim Cash Collateral Order shall
8 remain in effect, pursuant to the terms contained therein, except to the extent modified by the
9 Second Interim Cash Collateral Stipulation, Third Interim Cash Collateral Order, Fourth Interim
10 Cash Collateral Order, Second Amended Budget, or this Fifth Interim Order.

11 5. The Second Interim Cash Collateral Stipulation and Second Amended Budget
12 shall be valid and binding upon the Debtor, all successors-in-interest to the Debtor, all creditors of
13 the Debtor, the Committee, all equity holders, any trustee appointed in this or any superseding
14 Chapter 7 Bankruptcy Case, and all other parties-in-interest from and after the Petition Date.

15 6. Any stay, modification, reversal or vacation of this Fifth Interim Order shall not
16 affect the validity of any obligation of the Debtor to IDB incurred pursuant to the Second Interim
17 Cash Collateral Stipulation. Notwithstanding any such stay, modification, reversal or vacation, all
18 use of Cash Collateral and all obligations incurred by the Debtor pursuant to the Second Interim
19 Cash Collateral Stipulation prior to the effective date of such stay, modification, reversal or
20 vacation, shall be governed in all respects by the Second Interim Cash Collateral Stipulation and
21 IDB shall be entitled to all the rights, privileges and benefits, including without limitation, the
22 Adequate Protection Obligations and Superpriority Claim granted therein.

23 7. The provisions of this Fifth Interim Order, and any actions taken pursuant hereto
24 or the Second Interim Cash Collateral Stipulation, shall survive entry of any order which may be
25 entered (i) confirming any plan of reorganization in the Chapter 11 Case, (ii) converting the
26 Chapter 11 Case to a chapter 7 case, or (iii) dismissing the Chapter 11 Case, and the terms and
27 provisions of the Second Interim Cash Collateral Stipulation, as well as the Adequate Protection
28 Obligations and Superpriority Claim granted pursuant thereto, shall continue in full force and

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1 effect notwithstanding the entry of such order, and such Adequate Protection Obligations and
2 Superpriority Claim shall maintain their priority as provided by the Second Interim Cash
3 Collateral Stipulation.

4 8. Nothing contained in this Fifth Interim Order or the Second Interim Cash
5 Collateral Stipulation shall constitute a waiver by IDB of its rights (if any) to seek other or
6 additional adequate protection, or other or additional relief from the Court as the circumstances
7 may dictate, including, but not limited to, the right to seek additional adequate protection, relief
8 from the automatic stay, dismissal or conversion of the Chapter 11 Case, or the appointment of a
9 trustee or examiner (including a trustee or examiner with duties in addition to those set forth in
10 sections 1106(a)(3) and (a)(4) of the Bankruptcy Code).

11 9. The Debtor and IDB are authorized to execute all further documents and perform
12 such further acts as may reasonably be required to effectuate the purpose and intent of this Fifth
13 Interim Order and the Second Interim Cash Collateral Stipulation.

14 10. As a condition precedent to IDB's agreement to consent to the Debtor's continued
15 use of Cash Collateral through August 8, 2017 pursuant to the terms of this Fifth Interim Order,
16 Brian Lipman shall have executed the Lipman Cash Collateral Liquidation Stipulation on or
17 before July 10, 2017, pursuant to which Brian Lipman authorizes IDB immediately to apply the
18 Cash Collateral, as defined in the *Cash Collateral Security and Control Agreement* entered into
19 by and between Brian Lipman and IDB on May 19, 2017, to the Debtor's Obligations including
20 without limitation the payoff of the term loans owing from the Debtor to IDB having a principal
21 balance as of July 7, 2017 in the amount of \$639,777.70.

22 11. The Debtor is directed to immediately serve a copy of this Fifth Interim Order by
23 first class U.S. Mail, postage prepaid on (1) the Office of the United States Trustee; (2) the
24 Committee; (3) Israel Discount Bank of New York; (4) CC Funding; (5) Opportunity Fund; and
25 (6) any party that files with the Court and serves upon the Debtor requests for notice of all matters
26 in accordance with Bankruptcy Rule 2002.
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12. On August 8, 2017, at 2:00 PM (Pacific Time) in the above-referenced courtroom, a hearing will be held before this Court to consider the relief requested in the Cash Collateral Motion on a final basis.

13. The Bankruptcy Court shall retain jurisdiction to hear and determine all matters arising from the implementation and interpretation of this Fifth Interim Order.

14. Notwithstanding any provision in the Bankruptcy Rules to the contrary, including Bankruptcy Rule 6004(h): (i) this Fifth Interim Order shall be effective immediately and enforceable upon its entry and (ii) the Debtor is not subject to any stay in the implementation, enforcement, or realization of the relief granted in this Fifth Interim Order.

###

Date: July 13, 2017



Neil W. Bason
United States Bankruptcy Judge

EXHIBIT A
SECOND AMENDED BUDGET

In Re: B&B Bachrach

14-Week Rolling Cash Flow

CURRENT WEEK

CUMULATIVE WEEK

Week Ending:

SALES

Sales

Ongoing Sales

Closing Sales

Total Budget Sales

(-) Sales Tax (7.5%)

Net Budget Sales

Total Expenses & Sales Tax

Expenses as % of Revenue

OPERATING EXPENSES

Payroll Ongoing

Payroll Closing

Corporate Payroll

Rent Ongoing

Rent Closing

Ongoing Expenses

Closing Expenses

Deposits

Inventory Purchases

Accounts Payable

Professional fees - SAS

Mailing Costs

Sales Tax (cash req. over impound)

Secured Lender

Term Loan Payment

Revolver Interest

Term Loan Interest

Total Secured Lender

Total Operating

Net Cash Flow After Operating

RESTRUCTURING

Professional fees - Greenberg

Professional fees - Grobstein

Professional fees - Pachulski

Professional fees - FTI

Total Professional fees

Professional Fee Carve-out (acc)

Professional fees - Troutman

Net Cash Flow after

Restructuring

	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL
	WEEK	WEEK	WEEK	WEEK	WEEK	WEEK	WEEK	WEEK	WEEK
	1	2	3	4	5	6	7	8	9
	5/7/2017	5/14/2017	5/21/2017	5/28/2017	6/4/2017	6/11/2017	6/18/2017	6/25/2017	7/2/2017
SALES									
Sales									
Ongoing Sales	\$ 257,278	\$ 200,444	\$ 233,211	\$ 233,252	\$ 220,701	\$ 216,492	\$ 240,793	\$ 271,704	\$ 192,500
Closing Sales	\$ 87,621	\$ 93,318	\$ 149,113	\$ 173,222	\$ 143,536	\$ 148,598	\$ 169,512	\$ 172,122	\$ 127,594
Total Budget Sales	\$ 344,899	\$ 293,762	\$ 382,324	\$ 406,474	\$ 364,236	\$ 365,090	\$ 410,306	\$ 443,826	\$ 320,094
(-) Sales Tax (7.5%)	(22,336)	(20,909)	(26,216)	(30,792)	(27,815)	(27,680)	(30,773)	(33,287)	(24,862)
Net Budget Sales	\$ 322,563	\$ 272,853	\$ 356,108	\$ 375,682	\$ 336,422	\$ 337,410	\$ 379,533	\$ 410,539	\$ 295,232
Total Expenses & Sales Tax	\$ 344,664	\$ 339,179	\$ 255,342	\$ 365,154	\$ 308,772	\$ 324,997	\$ 341,278	\$ 235,306	\$ 251,574
Expenses as % of Revenue	100%	115%	67%	90%	85%	89%	83%	53%	79%
OPERATING EXPENSES									
Payroll Ongoing	127,039	-	127,039	15,000	116,427	-	117,948	-	97,227
Payroll Closing	53,250	-	53,250	-	49,514	-	48,069	-	58,560
Corporate Payroll	38,136	-	21,008	-	42,599	-	41,005	-	24,341
Rent Ongoing	-	105,688	-	125,830	-	138,294	-	116,952	-
Rent Closing	-	57,561	-	92,704	-	34,382	69,409	26,361	-
Ongoing Expenses	-	-	-	4,900	-	-	-	2,700	-
Closing Expenses	-	-	-	-	-	-	-	-	-
Deposits	5,000	26,358	23,642	12,294	-	-	-	-	-
Inventory Purchases	-	-	-	15,000	-	31,804	-	31,000	-
Accounts Payable	26,750	88,663	4,187	14,168	2,328	27,795	14,770	25,006	9,586
Professional fees - SAS	-	-	-	21,289	-	15,219	19,304	-	-
Mailing Costs	-	-	-	-	-	-	-	-	-
Sales Tax (cash req. over impound)	-	-	-	33,177	-	-	-	-	4,220
Secured Lender									
Term Loan Payment	32,778	-	-	-	32,801	-	-	-	32,778
Revolver Interest	33,799	-	-	-	32,288	-	-	-	-
Term Loan Interest	3,076	-	-	-	5,000	-	-	-	-
Total Secured Lender	69,653	-	-	-	70,089	-	-	-	32,778
Total Operating	319,828	278,270	229,126	334,362	280,957	247,493	310,505	202,019	226,712
Net Cash Flow After Operating	\$ 2,735	\$ (5,417)	\$ 126,983	\$ 41,320	\$ 55,465	\$ 89,917	\$ 69,028	\$ 208,520	\$ 68,519
RESTRUCTURING									
Professional fees - Greenberg	-	32,500	-	-	-	-	-	-	-
Professional fees - Grobstein	2,500	7,500	-	-	-	-	-	-	-
Professional fees - Pachulski	-	-	-	-	-	-	-	-	-
Professional fees - FTI	-	-	-	-	-	-	-	-	-
Total Professional fees	2,500	40,000	-	-	-	-	-	-	-
Professional Fee Carve-out (acc)	2,500	40,000	-	-	-	-	-	-	-
Professional fees - Troutman	-	-	-	-	-	49,824	-	-	-
Net Cash Flow after Restructuring	\$ 235	\$ (45,417)	\$ 126,983	\$ 41,320	\$ 55,465	\$ 40,093	\$ 69,028	\$ 208,520	\$ 68,519

In Re: B&B Bachrach

14-Week Rolling Cash Flow

CURRENT WEEK

CUMULATIVE WEEK

Week Ending:

WEEK	WEEK	WEEK	WEEK	WEEK	WEEK	WEEK	WEEK	WEEK	WEEK
1	2	3	4	5	6	7	8	9	
5/7/2017	5/14/2017	5/21/2017	5/28/2017	6/4/2017	6/11/2017	6/18/2017	6/25/2017	7/2/2017	

INVENTORY

Beginning Inventory	\$ 11,534,238	\$ 11,455,673	\$ 11,374,485	\$ 11,229,029	\$ 11,348,398	\$ 11,258,653	\$ 11,102,183	\$ 10,936,213	\$ 10,602,716
(+) Purchases	-	-	-	300,000	-	-	-	-	177,570
(-) Sales at cost	78,565	81,188	145,456	180,631	89,745	156,470	165,970	175,365	148,727
Ending Inventory	\$ 11,455,673	\$ 11,374,485	\$ 11,229,029	\$ 11,348,398	\$ 11,258,653	\$ 11,102,183	\$ 10,936,213	\$ 10,760,848	\$ 10,631,559

BANK LOAN

Beginning Balance	\$ 9,832,134	\$ 9,846,361	\$ 9,904,414	\$ 9,726,845	\$ 9,671,536	\$ 9,616,071	\$ 9,579,943	\$ 9,472,363	\$ 9,261,090
Cash Sales (not transferred)									
less float	16,962	12,636	(50,586)	13,990	(2,376)	(3,965)	38,551	2,754	(16,155)
Net Borrowing (repayment)	14,227	58,053	(177,569)	(55,309)	(55,465)	(36,129)	(107,579)	(211,274)	(52,364)
Ending Balance	\$ 9,846,361	\$ 9,904,414	\$ 9,726,845	\$ 9,685,526	\$ 9,616,071	\$ 9,579,943	\$ 9,472,363	\$ 9,261,090	\$ 9,208,725
Term Loan Balance	\$ 705,333	\$ 705,333	\$ 705,333	\$ 705,333	\$ 672,532	\$ 672,532	\$ 672,532	\$ 672,532	\$ 644,754
BL Collateral	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

CASH IN BANK

Beginning Balance	\$ 16,865	\$ 33,827	\$ 33,544	\$ 26,026	\$ 11,300	\$ 1,709	\$ 2,354	\$ 8,434	\$ 18,311
Cash Sales (not transferred)									
less float	16,962	12,636	11,534	13,990	16,500	33,421	45,843	45,522	35,543
Cash Transferred (into sales)	-	(12,919)	(19,052)	(28,716)	(26,091)	(32,776)	(39,763)	(35,646)	(39,678)
Ending Balance	\$ 33,827	\$ 33,544	\$ 26,026	\$ 11,300	\$ 1,709	\$ 2,354	\$ 8,434	\$ 18,311	\$ 14,176

OVER ADVANCE

Eligible Inventory (less 6,700)	\$ 11,448,973	\$ 11,367,785	\$ 11,222,329	\$ 11,341,698	\$ 11,251,953	\$ 11,095,483	\$ 10,929,513	\$ 10,754,148	\$ 10,624,859
NOLV @69%	7,899,791	7,843,772	7,743,407	7,825,772	7,763,848	7,655,883	7,541,364	7,420,362	7,363,027
90% NOLV	7,109,812	7,059,394	6,969,066	7,043,194	6,987,463	6,890,295	6,787,228	6,678,326	6,626,725
Wholesale @85%	-	-	-	-	-	-	-	-	-
Over Advance	\$ (2,736,549)	\$ (2,845,020)	\$ (2,757,779)	\$ (2,642,332)	\$ (2,628,608)	\$ (2,687,271)	\$ (2,685,136)	\$ (2,582,764)	\$ (2,582,001)
Unpaid Prof Fees Accumulated	12,454	12,454	51,454	181,454	231,454	231,631	281,456	384,630	434,630
Adjusted Over Advance	\$ (2,749,003)	\$ (2,857,474)	\$ (2,809,233)	\$ (2,823,786)	\$ (2,860,062)	\$ 2,918,903	\$ (2,966,592)	\$ (2,967,394)	\$ (3,016,631)

SALES TAX IMPOUND

Sales tax weekly impound	\$ 22,336	\$ 20,909	\$ 26,216	\$ 30,792	\$ 27,815	\$ 58,607	\$ 30,838	\$ 33,419	\$ 24,862
Sales tax Payment				\$ 105,878	\$ -			90,598	
Total	\$ 22,336	\$ 43,245	\$ 69,461	\$ 30,797	\$ 58,607	\$ 117,214	\$ 148,052	\$ 59,183	\$ 84,045

MARGINS

Ongoing stores	77%	72%	65%	68%	67%	68%	53%	67%	62%
Closing stores	77%	72%	65%	55%	45%	50%	23%	39%	26%

In Re: B&B Bachrach

14-Week Rolling Cash Flow

CURRENT WEEK

CUMULATIVE WEEK

Week Ending:

SALES

Sales

	BUDGET WEEK 1 7/9/2017	BUDGET WEEK 2 7/16/2017	BUDGET WEEK 3 7/23/2017	BUDGET WEEK 4 7/30/2017	BUDGET WEEK 5 8/6/2017	BUDGET WEEK 6 8/13/2017	BUDGET WEEK 7 8/20/2017	BUDGET WEEK 8 8/27/2017	TOTAL THROUGH 8/27/2017
Ongoing Sales	\$ 182,795	\$ 218,826	\$ 231,873	\$ 213,274	\$ 224,706	\$ 218,399	\$ 222,868	\$ 215,236	\$ 3,794,351
Closing Sales	\$ 124,680	\$ 133,297	\$ 130,065	\$ 142,723	\$ 131,394	\$ 131,814	\$ 131,920	\$ 107,211	\$ 2,297,740
Total Budget Sales	\$ 307,474	\$ 352,123	\$ 361,938	\$ 355,997	\$ 356,100	\$ 350,213	\$ 354,788	\$ 322,446	\$ 6,092,090
(-) Sales Tax (7.5%)	(23,061)	(26,409)	(27,145)	(26,700)	(26,707)	(26,266)	(26,609)	(24,183)	\$ (451,750)
Net Budget Sales	\$ 284,414	\$ 325,714	\$ 334,793	\$ 329,297	\$ 329,392	\$ 323,947	\$ 328,179	\$ 298,263	\$ 5,640,340

Total Expenses & Sales Tax

Expenses as % of Revenue

OPERATING EXPENSES

	\$ 450,646	\$ 223,424	\$ 46,006	\$ 231,270	\$ 282,925	\$ 226,546	\$ 216,515	\$ 233,810	\$ 4,585,082
	147%	63%	13%	65%	79%	65%	61%	73%	75%
Payroll Ongoing	-	97,227	-	97,227	-	95,859	-	95,859	\$ 986,852
Payroll Closing	-	55,060	-	55,060	-	56,485	-	56,485	\$ 485,733
Corporate Payroll	-	22,841	-	22,841	-	22,841	-	22,841	\$ 258,453
Rent Ongoing	246,597	-	-	-	127,106	-	119,491	-	\$ 979,958
Rent Closing	119,218	-	-	-	66,910	-	38,697	-	\$ 505,242
Ongoing Expenses	-	2,500	4,900	4,900	-	4,900	4,900	4,900	\$ 34,600
Closing Expenses	-	1,725	2,000	3,725	-	3,725	-	3,725	\$ 14,900
Deposits	-	-	-	-	-	-	-	-	\$ 67,294
Inventory Purchases	-	5,000	5,000	5,000	-	5,000	5,000	5,000	\$ 107,804
Accounts Payable	23,895	6,370	1,161	10,017	21,000	5,670	16,017	15,017	\$ 312,399
Professional fees - SAS	-	-	5,800	5,800	-	5,800	5,800	5,800	\$ 84,812
Mailing Costs	-	6,292	-	-	8,000	-	-	-	\$ 14,292
Sales Tax (cash req. over impound)	-	-	-	-	-	-	-	-	\$ 37,397
Secured Lender									
Term Loan Payment	-	-	-	-	-	-	-	-	\$ 98,357
Revolver Interest	34,999	-	-	-	33,202	-	-	-	\$ 134,287
Term Loan Interest	2,876	-	-	-	-	-	-	-	\$ 10,952
Total Secured Lender	37,875	-	-	-	33,202	-	-	-	243,596
Total Operating	427,585	197,015	18,861	204,570	256,218	200,280	189,906	209,627	4,133,332
Net Cash Flow After Operating	\$ (143,171)	\$ 128,700	\$ 315,932	\$ 124,727	\$ 73,175	\$ 123,667	\$ 138,273	\$ 88,636	\$ 1,507,008

RESTRUCTURING

Professional fees - Greenberg	19,907	19,907	19,907	19,907	19,907	19,907	19,907	19,907	191,759
Professional fees - Grobstein	9,259	9,259	9,259	9,259	9,259	9,259	9,259	9,259	84,074
Professional fees - Pachulski	13,889	13,889	13,889	13,889	13,889	13,889	13,889	13,889	111,111
Professional fees - FTI	6,944	6,944	6,944	6,944	6,944	6,944	6,944	6,944	55,556
Total Professional fees	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	442,500
Professional Fee Carve-out (acc)	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	442,500
Professional fees - Troutman	-	-	50,000	-	-	-	-	50,000	149,824
Net Cash Flow after Restructuring	\$ (143,171)	\$ 128,700	\$ 315,932	\$ 124,727	\$ 73,175	\$ 123,667	\$ 138,273	\$ 88,636	\$ 1,414,684

In Re: B&B Bachrach

14-Week Rolling Cash Flow

CURRENT WEEK

CUMULATIVE WEEK

Week Ending:

	BUDGET	BUDGET	BUDGET	BUDGET	BUDGET	BUDGET	BUDGET	BUDGET	
	WEEK	WEEK	WEEK	WEEK	WEEK	WEEK	WEEK	WEEK	TOTAL
	1	2	3	4	5	6	7	8	THROUGH
	10	11	12	13	14	15	16	17	
	7/9/2017	7/16/2017	7/23/2017	7/30/2017	8/6/2017	8/13/2017	8/20/2017	8/27/2017	8/27/2017

INVENTORY

Beginning Inventory	\$ 10,631,559	\$ 10,502,212	\$ 10,352,896	\$ 10,201,090	\$ 10,048,219	\$ 9,898,037	\$ 9,757,796	\$ 9,616,171	\$ 11,534,238
(+) Purchases	-	-	-	-	-	-	-	-	477,570
(-) Sales at cost	129,347	149,315	151,806	152,872	150,181	140,241	141,625	125,195	2,204,568
Ending Inventory	\$ 10,502,212	\$ 10,352,896	\$ 10,201,090	\$ 10,048,219	\$ 9,898,037	\$ 9,757,796	\$ 9,616,171	\$ 9,490,976	\$ 9,490,976

BANK LOAN

Beginning Balance	\$ 9,208,725	\$ 9,351,897	\$ 8,953,933	\$ 8,638,002	\$ 8,513,274	\$ 8,440,100	\$ 8,316,433	\$ 8,178,160	\$ 9,832,134
Cash Sales (not transferred) less float	-	-	-	-	-	-	-	-	-
Net Borrowing (repayment)	143,171	(397,964)	(315,932)	(124,727)	(73,175)	(123,667)	(138,273)	(88,636)	(1,742,610)
Ending Balance	\$ 9,351,897	\$ 8,953,933	\$ 8,638,002	\$ 8,513,274	\$ 8,440,100	\$ 8,316,433	\$ 8,178,160	\$ 8,089,524	\$ 8,089,524
Term Loan Balance	\$ 644,754	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
BL Collateral	\$ -	\$ 914,018	\$ 914,018	\$ 914,018	\$ 914,018	\$ 914,018	\$ 914,018	\$ 914,018	\$ 914,018

CASH IN BANK

Beginning Balance	\$ 14,176	\$ 14,176	\$ 14,176	\$ 14,176	\$ 14,176	\$ 14,176	\$ 14,176	\$ 14,176	\$ 16,865
Cash Sales (not transferred) less float	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	311,951
Cash Transferred (into sales)	(10,000)	(10,000)	(10,000)	(10,000)	(10,000)	(10,000)	(10,000)	(10,000)	(314,640)
Ending Balance	\$ 14,176	\$ 14,176	\$ 14,176	\$ 14,176	\$ 14,176	\$ 14,176	\$ 14,176	\$ 14,176	\$ 14,176

OVER ADVANCE

Eligible Inventory (less 6,700)	\$ 10,495,512	\$ 10,346,196	\$ 10,194,390	\$ 10,041,519	\$ 9,891,337	\$ 9,751,096	\$ 9,609,471	\$ 9,484,276	\$ 9,484,276
NOLV @69%	7,283,885	7,180,260	7,074,907	6,968,814	6,864,588	6,767,260	6,668,973	6,582,087	6,582,087
90% NOLV	6,555,496	6,462,234	6,367,416	6,271,932	6,178,129	6,090,534	6,002,075	5,923,879	5,923,879
Wholesale @85%	-	-	-	-	-	-	-	-	-
Over Advance	\$ (2,796,400)	\$ (2,491,699)	\$ (2,270,585)	\$ (2,241,342)	\$ (2,261,971)	\$ (2,225,898)	\$ (2,176,084)	\$ (2,165,645)	\$ (2,165,645)
Unpaid Prof Fees Accumulated	484,630	534,630	634,630	684,630	734,630	784,630	834,630	934,630	934,630
Adjusted Over Advance	\$ (3,281,030)	\$ (3,026,329)	\$ (2,905,215)	\$ (2,925,972)	\$ (2,996,601)	\$ (3,010,528)	\$ (3,010,714)	\$ (3,100,275)	\$ (3,100,275)

SALES TAX IMPOUND

Sales tax weekly impound	\$ 23,061	\$ 26,409	\$ 27,145	\$ 26,700	\$ 26,707	\$ 26,266	\$ 26,609	\$ 24,183	
Sales tax Payment			122,688				120,463		
Total	\$ 107,105	\$ 133,515	\$ 37,972	\$ 64,672	\$ 91,379	\$ 117,645	\$ 23,792	\$ 47,975	

MARGINS

Ongoing stores	64%	64%	64%	64%	64%	68%	68%	68%	
Closing stores	38%	38%	38%	38%	38%	38%	38%	38%	