IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF COLORADO

In re:								
HALKER CONSULTING LLC EIN: 20-4611545,	Case No. 17-15141-MER Chapter 11							
Debtor.								
In re:								
MATTHEW HALKER	Case No. 17-15143-MER							
SS#: XXX-XX-8528,	Chapter 11							
Debtor.								
	Jointly administered under Case No. 17-15141-MER							

AGREED FINAL ORDER FOR USE OF CASH COLLATERAL AND PROVIDING ADEQUATE PROTECTION

THIS MATTER having come before the Court upon the Expedited Motion of Debtors, Halker Consulting LLC ("**Halker Consulting**") and Matthew Halker ("**M. Halker**," and together with Halker Consulting, the "**Debtors**"), for Entry of an Agreed Interim Order Authorizing Use of Cash Collateral and Final Order ("**Motion**"), seeking interim and final authority and approval for:

I. The Debtors to use cash collateral (as such term is defined in the Bankruptcy Code) in which CoBiz Bank, d/b/a Colorado Business Bank ("**CoBiz**") and Coulton Creek Capital, LLC ("**Coulton Creek**," and together with CoBiz, "**Secured Lenders**") have an interest and the granting of adequate protection to the Secured Lenders with respect to such use of its cash collateral and all use and diminution in value of the Pre-Petition Collateral (as defined below); and

II. The granting of certain super priority claims to the Secured Lenders and granting adequate protection liens (as described below) payable from post-petition property of the Debtors' estates.

NOW THEREFORE, based upon the Motion, offers of proof, the pleadings, the representations of the parties, and other submissions in this Case and, after due deliberation and sufficient cause appearing therefore, the Court hereby finds:

BACKGROUND

A. The Debtors each filed a voluntary petition for relief under chapter 11 of the United States Bankruptcy Code ("Bankruptcy Code") with this Court June 1, 2017 (the "Petition Date").

B. The Debtors have continued in the management of their business and affairs and possession of their property as Debtors-in-Possession pursuant to Sections 1107 and 1108 of the Bankruptcy Code. A creditors' committee has not been appointed.

C. As of May 1, 2017, the Debtors were indebted to CoBiz in the approximate amount of \$1,345,836.39 and fees and expenses owed pursuant to applicable loan documents (hereafter such indebtedness and all accrued but unpaid interest, fees and costs and all other obligations, contingent liabilities, and swap liabilities incurred or existing as of the Petition Date shall be referred to collectively as the "CoBiz Pre-Petition Secured Debt"). The CoBiz Pre-Petition Secured Debt was incurred pursuant to, and is evidenced by, various documents, agreements, amendments, modifications, supplements and instruments described on Exhibit A, attached hereto and incorporated herein (collectively, the "CoBiz Secured Loan Documents"). The CoBiz Secured Loan Documents are voluminous and have not been attached hereto but are available upon request to the Debtors' counsel.

D. As of May 31, 2017, the Debtors were indebted to Coulton Creek in the approximate amount of \$772,550, including fees and expenses owed pursuant to applicable loan documents (hereafter such indebtedness and all accrued but unpaid interest, fees and costs and all other obligations, contingent liabilities, and swap liabilities incurred or existing as of the Petition Date shall be referred to collectively as the "Coulton Creek Pre-Petition Secured Debt," and together with the CoBiz Pre-Petition Secured Debt, the "Pre-Petition Secured Debt"). The Pre-Petition Secured Debt was incurred pursuant to, and is evidenced by, various documents, agreements, amendments, modifications, supplements and instruments described on Exhibit B, attached hereto and incorporated herein (collectively, the "Coulton Creek Secured Loan Documents," and collectively with the CoBiz Secured Loan Documents, the "Secured Loan attached hereto but are available upon request to the Debtors' counsel.

E. The Debtors acknowledge that, pursuant to the Secured Loan Documents, (a) the CoBiz Pre-Petition Secured Debt is secured by a valid and perfected first priority lien on and security interest in substantially all of Halker Consulting's property and all proceeds (including insurance) thereof as described in the CoBiz Secured Loan Documents, (the "**CoBiz Pre-Petition Collateral**"); and (b) the Coulton Creek Pre-Petition Secured Debt is secured by (i) a valid and perfected second priority lien on and security interest in Halker Consulting's property and all proceeds thereof described in the Coulton Creek Secured Loan Documents, and (ii) a valid and perfected lien on and security interest in M. Halker's property and all proceeds thereof described in the Coulton Creek Secured Loan Documents, and (ii) a valid and perfected lien on and security interest in M. Halker's property and all proceeds thereof described in the Coulton Creek Secured Loan Documents, the "**Pre-Petition Collateral**," and collectively with the CoBiz Pre-Petition Collateral, the "**Pre-Petition Collateral**").

F. The Debtors acknowledge and agree that: (a) the Secured Loan Documents are valid and binding upon the Debtors in all respects and continue in full force and effect with respect to the Pre-Petition Secured Debt and the Pre-Petition Collateral; (b) the amount of the Pre-Petition Secured Debt is fully due and payable by the Debtors to Secured Lenders as of the Petition Date; (c) Secured Lenders' liens and security interests upon the Pre-Petition Collateral are valid, perfected and enforceable in all respects; (d) Secured Lenders' pre-petition claims against the Debtor and its estate are valid and enforceable in the amounts set forth above, together with all

pre-petition interest, fees and expenses as provided for in the Secured Loan Documents and are not subject to avoidance or subordination under the Bankruptcy Code or otherwise; (e) the Debtor is unaware of any claims, defenses, setoffs and counterclaims of any kind including, without limitation, those that would affect the amount, validity and enforceability of the Pre-Petition Secured Debt and Secured Lenders' liens and security interests upon the Pre-Petition Collateral in any way; and (f) as a result of the foregoing, on the Petition Date, Secured Lenders held, and continue to hold, the perfected security interests in the Pre-Petition Collateral as set forth in Recital E above, subject only to senior pre-petition statutory liens, if any.

G. The Debtors need use of funds during the pendency of their chapter 11 cases. In order to provide (i) Halker Consulting with funds to use for its general operating, working capital, and such other general corporate purposes as may be permitted by the Court and applicable law, and (ii) M. Halker with funds for general, ordinary course household expenses, the Debtors have requested that the Secured Lenders consent to the Debtors' limited use of the Secured Lenders' cash collateral, as defined in Section 363(a) of the Bankruptcy Code (the "**Cash Collateral**"), in accordance with the budgets ("**Budgets**") attached hereto and incorporated herein as **Exhibit C**.

H. Halker Consulting has an immediate need to use Cash Collateral in order to permit, among other things, the orderly continuation of the operation of its businesses, to maintain business relationships with vendors, suppliers and customers, to make payroll and to satisfy other working capital needs. The ability of the Halker Consulting to obtain sufficient working capital and liquidity through the use of Cash Collateral is vital to the preservation and maintenance of the going concern value of Halker Consulting and to a successful reorganization of Halker Consulting. M. Halker has an immediate need to use Cash Collateral in order to permit him to, among other things, continue paying general, ordinary course household expenses for himself and his family. The ability of M. Halker to continue paying these expenses is vital to preserving and maintaining the value of his estate and the successful reorganization of M. Halker.

I. Without the use of Cash Collateral, Halker Consulting will not have the funds necessary to pay post-petition payroll, payroll taxes, suppliers, overhead and other expenses, and M. Halker will not have the funds necessary to pay his general, ordinary course household expenses.

J. The proposed use of Cash Collateral is necessary and appropriate for the continued operation of the Halker Consulting's business, M. Halker's household affairs, and management and preservation of the Debtors' assets.

K. To the best information, knowledge and belief of the Debtors, the use of Cash Collateral set forth in the Budgets is sufficient to fully pay the obligations incurred by the Debtors on and after the Petition Date and for the time period set forth in the Budgets.

L. Secured Lenders are willing to consent to the use of Cash Collateral in accordance with the Budgets and subject to the terms and conditions set forth herein.

M. The Debtors have requested entry of this Order pursuant to Bankruptcy Rules 4001(b) and 4001(d). Absent entry of this Order, the Debtors' estates will suffer immediate and

irreparable harm. The use of Cash Collateral in accordance with this Order is in the best interest of the Debtors' estates.

N. On June 6, 2017, the Court entered the Agreed Interim Order for Use of Cash Collateral and Providing Adequate Protection [Docket No. 50], granting the Motion on an interim basis (the "**Interim Order**").

O. This matter constitutes a "core proceeding" as defined in 28 U.S.C. §§ 157(b)(2)(A), (D), (G), (K), (M) and (O). The Court has jurisdiction over this proceeding and the parties and property affected hereby pursuant to 28 U.S.C. §§ 157 and 1334.

P. Sufficient and adequate notice of the Motion and the hearing with respect thereto appears to have been given pursuant to Bankruptcy Rules 2002, 4001(b) and (d) and 9014, and no timely objections were filed.

Q. Good, adequate and sufficient cause has been shown to justify the granting of the relief requested in the Motion on a final basis.

ORDER AND JUDGMENT

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, effective as of the date set forth below that:

1. <u>Approval</u>. The Motion is hereby granted and approved on a final basis.

2. Authorization to Use Cash Collateral. The Debtors are hereby authorized on a final basis to use Cash Collateral for the purpose of preserving and maximizing value of their estates, up to the amounts set forth in the Budgets, for the period from the Petition Date until September 15, 2017 (the "Budget Period"); provided, however, the Debtors may only use Cash Collateral strictly in accordance with this Order and the Budgets. Halker Consulting shall not exceed expense amounts (including, but not limited to Cost of Goods) specified in its Budget by more than five percent (5%) in the aggregate, provided that the Debtor may exceed the expense items set forth in the Budget by more than five percent (5%) but less than ten percent (10%) in the aggregate if, for every dollar of expense in excess of 5 percent of the aggregate Budget in a given month, Halker Consulting has also realized not less than one dollar of additional revenue above the amount set forth in the Budget from sales during the same given month. Halker Consulting shall not be allowed to exceed the expenditures set forth in its Budget by 10% in the aggregate unless the CoBiz consents in writing, in its sole and absolute discretion. Unless the Secured Lenders consent in writing, the Debtors shall not pay any items that are not described in the Budgets or that fall outside the categories described in the Budgets, but the Debtors shall have discretion in allocating their resources among Budget line items so long as it does not exceed the aggregate permissible variance set forth above. During the Budget Period, the Debtors may not use any Cash Collateral to pay any fees, costs or expenses incurred by Debtors or other party to take any adverse action to the Secured Lenders, including, but not limited to preparation, initiation or prosecution of any action for avoidance, subordination, recharacterization, disallowance or other claims, objections or causes of action against the Secured Lenders.

3. <u>Adequate Protection Payments to CoBiz</u>. As part of the adequate protection being provided to CoBiz for the Debtors' use of Cash Collateral, the Debtors shall pay CoBiz the sum of \$50,000 per month, payable on the 5th day of each month, which payments were to commence on the business day following the date of the entry of the Interim Order, on account of the Debtors' use of CoBiz's Cash Collateral. Notwithstanding the foregoing, the Debtors and CoBiz reserve all rights to later determine or assert that such payments are or should be attributed to either principal or interest and in what proportion such payments should be so attributable. Nothing herein shall prevent either of the Secured Lenders from seeking additional adequate protection or other relief, nor shall anything hereunder preclude the Debtors from opposing any additional adequate protection or other relief sought by either of the Secured Lenders.

4. <u>Additional Adequate Protection</u>. As used herein the term "Cash Collateral Use Amount" includes all cash collateral used by the Debtors after the Petition Date. To provide Secured Lenders with the adequate protection required by Sections 361(1), (2) and 363(e) of the Bankruptcy Code:

(a) <u>Replacment Lien:</u> To the extent of the Cash Collateral Use Amount the Secured Lenders are hereby granted and provided with and shall have a security interest in and lien upon all post-petition inventory, chattel paper, accounts and general intangibles and all proceeds thereof and all proceeds of the Pre-Petition Collateral with the same relative priority vis-à-vis each other as they had to such Pre-Petition Collateral immediately prior to the Petition Date (the "Adequate Protection Collateral"); <u>provided however</u>, such security interests and liens shall be subject and subordinate to: (i) all statutory fees payable to the United States Trustee pursuant to 28 U.S.C. § 1930(a)(6), (ii) up to \$50,000 for the allowed fees and costs of Court-approved counsel and advisors to the Debtors incurred during the Budget Period in addition to those approved in the Interim Order, and (iii) up to \$5,000 for fees, costs and expenses of any chapter 11 or chapter 7 trustee ((i)-(iii), the "Carve-Out").

(b) <u>Further Adequate Protection</u>: To the extent that there is a diminution in value in Secured Lenders' Pre-Petition Collateral after the Petition Date that is not offset by the value of the replacement lien in Adequate Protection Collateral:

(i) CoBiz is granted a first priority security interest in and lien upon all pre-petition and post-petition assets of Halker Consulting;

(ii) Coulton Creek is granted a second priority (junior to CoBiz) security interest in and lien upon all pre-pretition and post-petition assets of Halker Consulting; and

(iii) Coulton Creek is granted a first priority security interest in and lien upon all pre-petition and post-petition assets of M. Halker.

<u>provided</u>, <u>however</u>, such security interests and liens shall be subject and subordinate to the Carve-Out. Notwithstanding anything to the contrary herein, the security interests and liens granted to CoBiz and/or Coulton Creek shall not attach to any and all rights and claims arising under chapter 5 of the Bankruptcy Code.

(iv) <u>Super-Priority Expense Claim</u>. Secured Lenders are hereby granted an allowed super-priority administrative claim pursuant to Section 507(b) of the Bankruptcy Code; <u>provided however</u>, the Secured Lenders' super-priority administrative claim shall be subject and subordinate to the Carve-Out and the super-priority administrative claim, if any, of CoBiz shall be senior in right of payment to the super-priority administrative claim, if any, of Coulton Creek.

(c) <u>Section 552</u>. The Secured Lenders' liens upon and security interests in the Pre-Petition Collateral continues in the proceeds and profits of the Pre-Petition Collateral, as provided in section 552(b) of the Bankruptcy Code without exception as further described in the Secured Loan Documents, including without limitation all post-petition inventory and accounts receivable.

5. <u>Termination</u>. Secured Lenders' agreement consenting to use of Cash Collateral and Debtor's authority to use Cash Collateral under this Order shall terminate on September 15, 2017.

GENERAL PROVISIONS

6. <u>Automatic Perfection</u>. This Order shall be sufficient and conclusive evidence of the validity, perfection, and priority of the Secured Lenders' liens and security interests and the Secured Lenders shall not be obligated to obtain the execution of, file or record any documents or take any other actions to evidence and effectuate described in the Order. Furthermore, the Secured Lenders are not required to create, attach, perfect, or continue the Secured Lenders' liens and security interests in the Pre-Petition Collateral or Adequate Protection Collateral and the Secured Lenders are not required to provide any third parties with notice thereof as otherwise would be required under applicable law. Secured Lenders, in their discretion, shall be entitled to file a certified copy of this Order in any filing or recording office in any jurisdiction in which the Debtors conduct their businesses or possess any personal property and, in such event, the filing or recording officer is authorized and directed to file or record such certified copy of this Order.

7. <u>Accounting by Debtors</u>. Within ten (10) calendar days after the entry of the Interim Order, the Debtors shall have accounted to Secured Lenders for all cash, checks, notes, drafts, instruments, acceptances or other property representing cash or other proceeds of Pre-Petition Collateral in Debtors' possession or control (collectively, "**Cash Proceeds**"). All Cash Proceeds in the possession of Debtors or in any accounts of Debtors in financial or other institutions, including any lock box, brokerage or escrow, pledge or depository accounts, as of the Petition Date, shall be deemed proceeds of the Pre-Petition Collateral.

8. <u>Insurance</u>. Debtors are authorized and directed to establish and maintain insurance coverage on the Pre-Petition Collateral for the full replacement value therefore and to cause Secured Lenders to be named as a loss payee for the insurance policies. In addition, Debtors shall maintain adequate casualty and general liability insurance and shall name Secured Lenders as additional insureds on all insurance policies. The insurance policies and related endorsements shall be in form and substance reasonably acceptable to the Secured Lenders.

9. <u>Trust Fund Taxes</u>. Halker Consultng is hereby authorized to segregate all trust fund taxes from the debtor-in-possession operating accounts and to pay all post-petition federal and state payroll, withholding, sales, use, personal property, real property, and other taxes and

assessments of any kind when due and owing under applicable law in accordance with its Budget. Secured Lenders shall not be responsible for the payment of such taxes and assessments under any conditions.

Financial Reporting. Unless there is a written waiver by Secured Lenders in each 10. instance, Debtors are authorized and directed to provide to Secured Lenders the information, reports, schedules, insurance policies and endorsements, and other documents as well as the access, audit, inspection and other rights which Debtors are required to provide to Secured Lenders under the applicable Secured Loan Documents including, without limitation weekly cash reports which detail weekly collections separating collections based upon pre-petition receivables from post-petition receivables. In addition, on a bi-weekly basis, the Debtors shall provide Secured Lenders with: (a) a weekly accounts receivable aging; and (b) a weekly borrowing base report. In addition, on or before the 10th of each month, Debtors shall provide Secured Lenders with: (a) a monthly Budget comparison showing each line item in the Budget, the amount budgeted, the actual amount and the variance, if any; and (b) a monthly accounts payable aging. In addition, Debtors shall provide Secured Lenders with reasonable access to its books, records and physical premises, and shall timely supply Secured Lenders with copies of its Schedules, Statements of Financial Affairs, and Monthly Operating Reports contemporaneously with the filing of same.

11. <u>Reliance Upon Order</u>. Secured Lenders are consenting to Debtors' use of Cash Collateral in reliance on this Order. The liens and security interests granted to Secured Lenders hereunder and the rights of Secured Lenders pursuant to this Order with respect to the Adequate Protection Collateral shall not in any way be altered, impaired, modified, or otherwise adversely affected.

12. <u>Survivability</u>. The provisions of this Order shall inure to the benefit of Debtors and Secured Lenders and shall be binding upon Debtors and their estates. The provisions of this Order and any actions taken pursuant hereto shall survive entry of any order which may be entered converting these cases to chapter 7 cases or any order which may be entered confirming or consummating any plan of reorganization of Debtors. The terms and provisions of this Order shall be binding upon and enforceable against any subsequently appointed chapter 11 or chapter 7 trustee.

13. <u>Secured Loan Documents</u>. The Debtors will continue to be bound by the terms, obligations and conditions set forth in the Secured Loan Documents except to the extent especially provided otherwise in this order.

14. <u>Extension by Stipulation</u>. This Order may be extended by Stipulation between the Debtors and Secured Lenders on substantially the same terms, without further notice or hearing.

15. <u>Notice</u>. Any notices required or allowed under this Order shall be given by regular first class mail, hand delivery, or fax as follows:

If to either Debtor:

Matthew Halker c/o Halker Consulting LLC 7936 E. Arapahoe Ct., Suite 3200 Centennial, Colorado 80112 Telephone: (303) 515-2700 E-mail: matt@halker.com

with a copy to:

Adam L. Hirsch, Esq. Kutak Rock LLP 1801 California St., Suite 3000 Denver, Colorado 80202 Telephone: (303) 297-2400 Fax: (303) 292-7799 E-mail: adam.hirsch@kutakrock.com

If to CoBiz:

Laurie Laudeman Colorado Business Bank 1401 Lawrence Street, Suite 1200 Denver, CO 80202 Telephone: (303) 312-3496 E-Mail: llaudeman@cobizbank.com

with a copy to:

James T. Markus, Esq. Markus Williams Young & Zimmermann LLC 1700 Lincoln Street, Suite 4550 Denver, CO 80203 Telephone: (303) 830-0800 Facsimile: (303) 830-0809 E-Mail: jmarkus@markuswilliams.com If to Coulton Creek:

Coulton Creek Capital, LLC 5613 DTC Parkway, Suite 830 Greenwood Village, CO 80111 Attention: Chris Hanks, Managing Director E-Mail: <u>chanks@ccrcapital.com</u>

with a copy to:

Thomas C. Bell, Esq. Davis Graham & Stubbs LLP 1550 Seventeenth St., Suite 500 Denver, CO 80202 Telephone : (303) 892-7472 Facsimile : (303) 893-1379 E-Mail: tom.bell@dgslaw.com

Dated: July 5, 2017.

BY THE COURT The Honorable Michael E. Romero

Chief United States Bankruptcy Judge

AGREED TO FORM AND SUBSTANCE:

HALKER CONSULTING LLC

By: /s/ Adam L. Hirsch Adam L. Hirsch Kutack Rock LLP 1801 California Street, Suite 3000 Denver, CO 80202 Telephone: (303) 297-2400 Facsimile: (303) 292-7799

COBIZ BANK, d/b/a COLORADO BUSINESS BANK

By: <u>/s/ James T. Markus</u> James T. Markus Mathew Faga Markus Williams Young & Zimmermann LLC 1700 Lincoln Street, Suite 4550 Denver, CO 80203 Telephone: (303) 830-0800 Facsimile: (303) 830-0809

COULTON CREEK CAPITAL, LLC

By: <u>/s/ Thomas C. Bell</u> Thomas C. Bell Davis Graham & Stubbs LLP 1550 Seventeenth St., Suite 500 Denver, CO 80202 Telephone : (303) 892-7472 Facsimile : (303) 893-1379

EXHIBIT A LIST OF COBIZ SECURED LOAN DOCUMENTS

- 1. Promissory Note dated November 1, 2016 in the original principal amount of \$1,594,333.13.
- 2. Commercial Security Agreement dated November 1, 2016.
- 3. Business Loan Agreement dated November 1, 2016.
- 4. Business Loan Agreement dated May 1, 2017.
- 5. Change in Terms Agreement dated May 1, 2017.
- 6. Business Loan Agreement dated December 20, 2013.
- 7. UCC Financing Statement filed with the Colorado Secretary of State on October 1, 2013, Document No. 20132085794 as amended on March 11, 2014 and June 10, 2016.
- 8. Commercial Guaranty executed by Matthew Halker in favor of Colorado Business Bank dated November 1, 2016.
- 9. Forberance Agreement dated July 9, 2015.
- 10. Amended and Restated Forbearance Agreement dated August 31, 2015.
- 11. Amendment and Second Restated Forbearance Agreement dated October 30, 2015.
- 12. Amendment and Third Restated Forbearance Agreement dated December 21, 2015.
- 13. Amendment and Fourth Restated Forbearance Agreement dated August 26, 2016.

EXHIBIT B LIST OF COULTON CREEK SECURED LOAN DOCUMENTS

- 1. Multi Draw Credit Agreement dated November 26, 2014.
- 2. Promissory Note dated November 26, 2014 in the original principal amount of \$700,000.00.
- 3. Promissory Note (Tranche Note) dated December 10, 2014 in the principal amount of \$500,000.00.
- 4. Deed of Trust, Assignment of Leases and Rents and Fixture Filing dated November 26, 2014 regarding 12167 S. Tallkid Ct, Parker, CO 80138-8813.
- 5. Deed of Trust, Assignment of Leases and Rents and Fixture Filing dated November 26, 2014 regarding 7686 Homestead Dr., Parker, CO 80138.
- 6. Deed of Trust, Assignment of Leases and Rents and Fixture Filing dated November 26, 2014 regarding 401 Trailhead Circle #413, Winter Park, CO 80428.
- 7. Collateral Assignment of Member Interest in Halker Consulting, LLC, dated November 26, 2014, by Matt Halker.
- 8. Collateral Assignment of Member Interest in Energy Inspection Services, LLC, dated November 26, 2014, by VIM Resources, LLC.
- 9. Collateral Assignment of Member Interest in Thomas Oil and Gas, LLC, dated November 26, 2014, by Matt Halker.
- 10. Collateral Assignment of Member Interest in VIM Resources, LLC, dated November 26, 2014, by Matt Halker and Gretchen Halker.
- 11. Assignment of Life Insurance Policy.

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EXHIBIT C BUDGETS

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Halker -Cash Forecast For Cas		I													(6/29/2017
\$	6/1/17 -															
Week Ending:	06/02/17	06/09/17	06/16/17	06/23/17	06/30/17	07/07/17	07/14/17	07/21/17	07/28/17	08/04/17	08/11/17	08/18/17	08/25/17	09/01/17	09/08/17	09/15/17
Beginning Cash	72,576	140,763	74,647	69,617	71,132	287,290	120,752	224,225	95,610	200,110	47,794	226,994	233,979	379,979	350,194	445,279
Collections (Sources):	1															
Fcast of Invoiced Collections	68,187	150,183	144,471	135,926	187,028	3,377	41,273	12,400	-	50,969	-	-	-	-	-	-
Fcast of TO BE Invoiced Collec	tions	, _	70,000	70,000	70,000	85,000	220,000	95,000	157,000	75,000	222,000	215,000	181,000	181,000	181,000	181,000
Other			,	,	,	,	,	,	,	,	,	,	,	,	,	,
Subtotal-Collections	68,187	150,183	214,471	205,926	257,028	88,377	261,273	107,400	157,000	125,969	222,000	215,000	181,000	181,000	181,000	181,000
Recurring Payments (Uses):	1															
Name																
Base Payroll & Taxes	-	150,000	-	150,000	-	145,000	-	158,000	-	145,000	-	145,000	-	145,000	-	145,000
Agency Payroll		,	193,000			30,000	30,000	30,000	30,000	30,000	20,000	15,000	12,500	12,500	12,500	12,500
John Hancock				12,600		6,800		6,800		6,800		6,800		6,800	-	6,800
Optum - Health Savings Acct				1,230		615		615		615		615		615	615	615
CoBiz		50,000				50,000				50,000					50,000	200,000
Cobiz - monthly fee		300					300				300				300	
United (Medical Benefits)				18,081				18,100				18,100				18,100
Elevate RE -Landlord					14,370					14,370				14,370		
Legal and Legal Retainers																150,000
Expense Reimbursement		16,000	11,500	11,500	11,500	11,500	11,500	11,500	11,500	11,500	11,500	11,500	11,500	11,500	11,500	11,500
General Expenses			15,000	11,000	15,000	11,000	11,000	11,000	11,000	20,000	11,000	11,000	11,000	20,000	11,000	11,000
General Liability Insurance An	nual						105,000									
Subtotal-Recurring Payments		216,300	219,500	204,411	40,870	254,915	157,800	236,015	52,500	278,285	42,800	208,015	35,000	210,785	85,915	555,515
		210,500	213,300	207,711	40,070	234,313	137,000	230,013	52,500	2,0,200	42,000	200,013	55,000	210,700	05,515	555,515
Ending Cash	140,763	74,647	69,617	71,132	287,290	120,752	224,225	95,610	200,110	47,794	226,994	233,979	379,979	350,194	445,279	70,764

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Matt Halker Personal	att Halker Personal, Cash Forecast for Cash Collateral 6/1/17 -														6/29/2017	
Week Ending:	6/2/17	6/9/17	6/16/17	6/23/17	6/30/17	7/7/17	7/14/17	7/21/17	7/28/17	8/4/17	8/11/17	8/18/17	8/25/17	9/1/17	9/8/17	9/15/17
Beginning Cash	0	-	4,285	-	4,285	-	4,285	-	4,285	-	4,285	-	4,285	-	4,285	-
Gross Income		12,692		12,692		12,692		12,692		12,692		12,692		12,692		12,692
Tax Deduction		(4,122)		(4,122)		(4,122)		(4,122)		(4,122)		(4,122)		(4,122)		(4,122)
Family Spending		(4,285)	(4,285)	(4,285)	(4,285)	(4,285)	(4,285)	(4,285)	(4,285)	(4,285)	(4,285)	(4,285)	(4,285)	(4,285)	(4,285)	(4,285)
Ending Cash	-	4,285	-	4,285	-	4,285	-	4,285	-	4,285	-	4,285	-	4,285	-	4,285