

**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF COLORADO**

In re:)	
)	
ALL-STATE FIRE PROTECTION, INC.)	Case No. 17-15844 TBM
Debtor.)	Chapter 11
)	

**ORDER GRANTING MOTION FOR USE OF CASH COLLATERAL AND FOR
ADEQUATE PROTECTION AND GRANTING MOTION TO APPROVE DEBTOR’S
AMENDED STIPULATION WITH COLORADO DEPARTMENT OF REVENUE AND
COLORADO DEPARTMENT OF LABOR AND UNEMPLOYMENT FOR USE OF
CASH COLLATERAL**

THIS MATTER comes before the court on the Stipulated Motion for Use of Cash Collateral and For Adequate Protection (the “Stipulated Motion”), filed on July 28, 2017, by the above captioned Debtor, Wells Fargo Bank, N.A. (“Wells Fargo”), and Wells Fargo Equipment Finance, Inc. (“WFEF”), the Objection filed by Colorado Department of Revenue and the Colorado Department of Labor and Employment (collectively “Colorado” or the “State”), as well as the Debtor’s Motion to Approve an Amended Stipulation With Colorado for Use of Cash Collateral (the “Colorado Motion”). The Court, having reviewed the Motions and held a hearing on the Stipulated Motion, does hereby

FIND that:

- A. This Court has jurisdiction over this proceeding and the parties and property affected hereby pursuant to 28 U.S.C. §§ 1334 and 157. Consideration of the Stipulated Motion and Colorado Motion constitutes a core proceeding as defined in 28 U.S.C. §§ 157(b)(2)(A), (K), (M), and (O).
- B. Sufficient and adequate notice of the Motions and the hearing thereon was provided pursuant to Bankruptcy Rules 2002, 4001(b), 9006, and 9014, Local Bankruptcy Rules 2081-1 and 4001-3, and as required by Sections 361 and 363 of the Bankruptcy Code.
- C. On June 23, 2017, (the “Petition Date”), All State Fire Protection, Inc. (“Debtor”) filed a voluntary petition under Chapter 11 of Title 11 of the United States Code (the “Bankruptcy Code”). Pursuant to 11 U.S.C. §§ 1107 and 1108, the Debtor is operating as a debtor-in-possession.
- D. The Debtor has filed motions seeking approval of its use of cash collateral pursuant to 11 U.S.C. § 363(c).

- E. The Debtor specializes in residential and commercial installation of fire sprinkler systems. The Debtor offers in-house design, fabrication and installation for steel, copper and CPVC systems. The Debtor's staff and crews are able to handle jobs big and small; ranging in size from 500 square foot residences to warehouses over 600,000 square feet.
- F. The Debtor currently employs approximately 40 people, which depend on the staffing needs for its jobs. One of the Debtor's customers is Shaw Construction, Inc., and its affiliates. The Debtor has two large jobs for Shaw Construction known as the Yale Street Station and Legacy Village, along with other jobs for Shaw Construction. The Debtor also has several other jobs for other customers.
- G. Pre-petition, the Debtor incurred several loans with various creditors, including, Wells Fargo and WFEF (collectively "Wells Fargo"). The Bank asserts a blanket lien on all of the Debtor's assets, including its equipment, accounts and accounts receivable, and the proceeds therefrom. WFEF asserts a interest in a specific piece of equipment owned by the Debtor, the Equipment as described in the Stipulated Motion. The Debtor's cash, Operating Funds, Bank Collateral (as defined in the Motion), and all other collateral of Wells Fargo is hereinafter referred to as "Cash Collateral." Notwithstanding the preceding sentence, funds withheld by the Debtor from its employees for payment of employees' state and federal income taxes are held in trust for the applicable tax authority and are not Cash Collateral because the estate has no interest in such funds, and nothing in this Order authorizes the use of such funds for any purpose other than payment to the applicable tax authority.
- H. The approximate amount owing to Wells Fargo is as follows:
- | | | |
|------|-----------------|-----------------|
| (i) | Wells Fargo: | \$1,200,000; |
| (ii) | WFEF: | \$30,540.40; |
| | for a total of: | \$1,230,540.40. |
- I. On July 10, 2017, the Colorado Department of Revenue filed Proof of Claim No. 3 stating a secured and priority claim for unpaid trust fund taxes. The Colorado Department of Revenue asserts a first and prior lien under §§ 39-22-604(7)(a) and 39-26-117(1)(a), C.R.S., on all assets of the Debtor and the estate, including Cash Collateral, as that term is defined in 11 U.S.C. § 363(a), to secure its claim in the amount of \$310,369.00, or as subsequently amended.
- J. On August 2, 2017, the Colorado Department of Labor and Employment filed Proof of Claim No. 13 stating a secured and priority claim for unpaid unemployment insurance premiums owed by the Debtor. The Colorado Department of Labor and Employment may assert a first and prior lien under § 8-79-103(1), C.R.S., on all assets of the Debtor and the estate, including Cash Collateral, as that term is defined

in 11 U.S.C. § 363(a), to secure its claim in the amount of \$509,268.41, or as subsequently amended.

- K. The Debtor does not dispute the validity of the Proofs of Claim or the priority of the claims of Colorado as provided by law. The Debtors reserves all rights to dispute the amount of the Proofs of Colorado filed by the Colorado Department of Revenue and Colorado Department of Labor and Employment.
- L. The preservation, maintenance and enhancement of the value of the Debtor's assets are of the utmost significance and importance. However, the Debtor lacks sufficient available sources of working capital and financing to carry on the operation of its business without the use of Cash Collateral. Moreover, the Debtor's need to use Cash Collateral is immediate; absent the ability to use Cash Collateral, the continued operation of the Debtor's business would not be possible and serious and irreparable harm to the Debtor and its estate would be inevitable.
- M. The Debtor continues to collect cash, rents, income, offspring, products, proceeds and profits generated from the pre-petition collateral and acquire equipment, inventory and other personal property, all of which constitute pre-petition collateral under the loan documents and are, accordingly, subject to the Wells Fargo's valid and perfected security interests and Colorado's valid statutory liens.
- N. The Debtor desires to use a portion of such cash, rents, income, offspring, products, proceeds and profits in its business operations which constitute Cash Collateral of Wells Fargo and Colorado under Section § 363(a) of the Bankruptcy Code. Certain prepetition rents, income, offspring, products, proceeds and profits, in existence as of the Petition Date, including balances of funds in the Debtor's prepetition and postpetition operating bank accounts, constitute Cash Collateral as well.
- O. The Secured Lenders and Colorado have consented to the Debtor's use of their Cash Collateral exclusively on and subject to the terms and conditions set forth herein and as set forth in the Amended Stipulation as between the Debtor and Colorado.
- P. A Final Hearing was held pursuant to Bankruptcy Rule 4001(b)(2). Notice of the Final Hearing and the relief requested in the Motions were given to (i) the Office of the United States Trustee, (ii) each of the Lenders and their counsel, (iii) counsel for the Creditors' Committee, if any, and (iv) the creditors holding the 20 largest unsecured claims against the Debtor.
- Q. Based on the record before this Court, it appears that the terms of this Order, including, without limitation, as to the Debtor's use of Cash Collateral and the provision of adequate protection therefor, are fair and reasonable, reflect the

Debtor's exercise of prudent business judgment consistent with its fiduciary duties, and are supported by reasonably equivalent value and fair consideration.

- R. The Debtor has requested immediate entry of this Order pursuant to Bankruptcy Rules 4001(b)(2). The permission granted herein to use Cash Collateral (and provide adequate protection therefor) is necessary to avoid immediate and irreparable harm to the Debtor. This Court concludes that entry of this Order is in the best interests of the Debtor's estate and creditors as its implementation will, among other things, allow for the flow of supplies and services to the Debtor necessary to sustain the operation of the Debtor's existing business and enhance the Debtor's prospects for a successful reorganization.
- S. Based upon the foregoing findings, stipulations and conclusions, and upon the record made before this Court at the Final Hearing, and good and sufficient cause appearing therefore

THE COURT ORDERS that the Stipulated Motion and the Colorado Motion are GRANTED. The Court FURTHER ORDERS that

- 1. Motions. The Stipulated Motion and the Colorado Motion are granted, subject to the terms and conditions set forth in this Order, and as set forth below, as provided in the Amended Stipulation. The Debtor shall not use any Cash Collateral except as expressly authorized and permitted herein or by subsequent order of the Court.

Provisions for Use of Cash Collateral Subject to Lien of Wells Fargo

- 2. Use of Cash Collateral. The Debtor is hereby authorized to use the Cash Collateral in accordance with the Final Budget (as defined below) during the period from the Petition Date through and including the Termination Date (as defined below) for (i) working capital, general corporate purposes and administrative costs and expenses of the Debtor incurred in this Chapter 11 case, subject to the terms hereof; and (ii) adequate protection payments to the Secured Lenders, as provided herein.
- 3. Budget; Use of Collateral Proceeds. The Debtor is authorized, on a final basis, to use Cash Collateral solely to pay expenses of the estate described in the budget attached hereto as **Exhibit A** (the "Final Budget"), solely up to the amounts, at the times and for the purposes identified in the Final Budget. The Debtor shall not, without the prior written consent of the Wells Fargo, use Cash Collateral with respect to any single week in the Final Budget in an amount in excess of the aggregate amount budgeted for that week, provided however, that there shall be a permitted a variance of 15% in the aggregate for any amounts listed in the Final Budget for a particular week; provided, however, that for exceptional, unanticipated expenditures that are not contemplated by the Final Budget, the Debtor and Wells Fargo may agree that such expenditures, if approved, are not credited against the permitted aggregate

variance. Any amounts listed in the Final Budget that are unused in any week may be carried over and used by the Debtor in any subsequent week and any unused amounts may be utilized for any other line item within the week or a subsequent week or weeks. The Debtor and Wells Fargo may extend the period covered by the Final Budget, without further order of this Court, provided that a Stipulation Extending Cash Collateral Order signed by counsel to the Debtor and counsel to Wells Fargo is filed together with a copy of a budget if there are changes from the Final Budget, which modified budget shall become the Final Budget. The Final Budget as modified shall become effective fourteen (14) days after filing. A party in interest may file an objection to specific budget line items that have been modified within ten (10) days of the filing of the Stipulation Extending Cash Collateral Order. Pending resolution of any such objection, the Debtor may use cash collateral as provided in the Final Budget as modified except for those items or those amounts to which specific objection has been made. Notwithstanding anything in the Final Budget or this Order to the contrary, the Secured Lenders retain all rights to object to any motion, application, or other request for relief that relates to the items referred to or covered by the Final Budget.

4. Entitlement to Adequate Protection. Wells Fargo and WFEF are entitled, pursuant to Bankruptcy Code sections 361, 363(c)(2) and 363(e), to adequate protection of their interests in the pre-petition Collateral, including the Cash Collateral, in an amount equal to the aggregate post-petition diminution in value of the pre-petition collateral, including without limitation, any such diminution resulting from the sale, lease or use by the Debtor (or other decline in value) of the pre-petition collateral and the imposition of the automatic stay pursuant to Bankruptcy Code section 362 (such diminution in value, an “Adequate Protection Obligation”). The Adequate Protection Obligations shall commence August 1, 2017, and be due on the first of each month thereafter for the term of this Order. The Adequate Protection Obligations are as follows:

- a. Wells Fargo: \$7,050 per month;
- b. WFEF: \$792 per month;

5. Adequate Protection. As adequate protection, the Wells Fargo are hereby granted the following claims, liens, rights and benefits:

- a. Section 507(b) Claim. The Adequate Protection Obligations due to the Secured Lenders shall constitute a superpriority claim against the Debtor as provided in Bankruptcy Code section 507(b), with priority in payment over any and all unsecured claims and administrative expense claims against the Debtor, now existing or hereafter arising, of the kinds specified or ordered pursuant to any provision of the Bankruptcy Code, including without limitation, sections 105, 326, 328, 330, 331, 503(b), 506(c), 507(a), 507(b), 726, 1113 or 1114, and shall at all times be senior to the rights of the Debtor,

and any successor trustee or any creditor, in the Chapter 11 Case or any subsequent proceeding, including without limitation a Chapter 7 proceeding, under the Bankruptcy Code (the “First Lien 507(b) Claim”), subject and subordinate only to the Carve Out (as defined in paragraph 6 below). Payment of the Adequate Protection Obligations shall commence on the first day of the first month following the entry of this Order.

- b. Replacement Lien. To the extent that Wells Fargo has a properly perfected pre-petition lien on the Cash Collateral, Wells Fargo shall have a replacement lien on all post-petition Cash Collateral in order for the Debtor to continue to operate to the extent that there is a decrease in value of Wells Fargo’s interest in the Cash Collateral in the same extent and priority that existed on the Petition Date. Wells Fargo are hereby authorized, but not required, to file or record financing statements, intellectual property filings, mortgages, depository account control agreements, notices of lien or similar instruments in any jurisdiction in order to validate and perfect the liens and security interests granted to them hereunder. Whether or not Wells Fargo shall, in their respective sole discretion, choose to file such financing statements, intellectual property filings, mortgages, notices of lien or similar instruments, such liens and security interests shall be deemed valid, perfected, allowed, enforceable, non-avoidable and not subject to challenge, dispute or subordination as of the date of entry of this Final Order. If Wells Fargo determines to file or execute any financing statements, agreements, notice of liens or similar instruments, the Debtor will cooperate and assist in any such execution and/or filings as reasonably requested by Wells Fargo, and the automatic stay shall be modified to allow such filings.

6. Carve Out. For purposes hereof, the “Carve Out” shall mean the following: (i) all statutory fees required to be paid by the Debtor to the Clerk of the Bankruptcy Court and to the Office of the U.S. Trustee under section 1930(a) of title 28 of the United States Code (irrespective of whether the Carve Out Notice (as defined below in this paragraph) has been delivered); (ii) the disbursements set forth in the Final Budget for “Professional Fees” to the extent accrued during the period covered by the Final Budget and remaining unpaid upon termination of the use of Cash Collateral under this Order; and, (iii) (A) the Professional Fees allowed by this Court, and (B) fees and expenses incurred by a trustee under section 726(b) of the Bankruptcy Code; provided that the Carve Out shall not be available to pay any Professional Fees unless allowed this Court and payable under Bankruptcy Code sections 328, 330 and 331. The Carve Out shall be without prejudice to the rights of the Professionals or the Debtor to contest any such objection, nothing in this Final Order shall be construed to impair the ability of any party to object to any fees, expenses, reimbursements, or compensation sought by any such Professionals. For the avoidance of doubt, nothing in this Order shall or shall be construed to limit the payment following the delivery of a Carve Out Notice of any of the statutory,

Professional Fees or other fees covered by this Carve Out, from cash that is not Cash Collateral.

7. Covenants. The Debtor shall:
 - a. Only use Cash Collateral consistent with the Budget presented at the hearing;
 - b. Maintain and retain in good repair all Cash Collateral in which Wells Fargo claim an interest;
 - c. Not pay any pre-petition debts or obligations of the Debtor or its estate without further order of the Court;
 - d. Not grant any other post-petition liens to any other party without the consent of Wells Fargo or an order of the Court on property that is Cash Collateral.

8. Termination. Notwithstanding anything herein to the contrary, the Debtor's right to use the Cash Collateral pursuant to the terms of this Order shall terminate on the earlier of:
 - a. the Debtor's failure to make any of the Adequate Protection Obligations to Wells Fargo or otherwise cure such payments after 7 days written notice;
 - b. this Court's appointment of a chapter 11 trustee or examiner;
 - c. conversion of the Debtor's chapter 11 case to a chapter 7 case;
 - d. the Debtor's failure to comply with the requirements set forth in this Order;
 - e. a material adverse change in the Debtor's financial condition or business operations; or
 - f. six (6) months from the date of this Order.

9. The provisions of this Order shall inure to the benefit of Debtor, the Debtor's estate, its creditors and Wells Fargo and shall be binding upon Debtor, its estate, its creditors, and any successors to the Debtor and/or the bankruptcy estate, including any chapter 11 or chapter 7 trustee. Notwithstanding anything to the contrary herein, this Order shall not impair the right, if any, of any party to challenge the extent, validity or priority of Wells Fargo's pre-petition liens.

10. The Debtor shall provide Wells Fargo and other creditors with reasonable access to its books, records and physical premises, and shall timely supply Wells Fargo with copies of its Schedules, Statements of Financial Affairs, and Monthly Operating Reports contemporaneously with the filing of same. If Debtor fails to provide the information set forth above, any creditor may deliver via Email, in care of the Debtor's legal counsel (with copies to counsel for the other parties to this Order), a default notice, identifying any alleged reporting deficiency. Thereafter, the Debtor shall have three business days to cure such alleged reporting default. If the Debtor fails to timely cure such reporting default, the Debtor's authority to use Cash Collateral pursuant to this Order shall cease.

11. Reservation of Rights. All Parties' Reservation of Rights. All parties retain their rights to argue that, to the extent that any cash payment of interest, fees and expenses as adequate protection to Wells Fargo is not allowed under Bankruptcy Code section 506(b) and not allowed on any other basis (including, without limitation, on account of the Debtor's use of Prepetition Collateral), such payments should be recharacterized and applied as payments of principal owed under the loan documents; provided, however, that Wells Fargo reserves their rights to assert defenses to any such arguments and to otherwise oppose any such recharacterization or application.

Provisions for Use of Cash Collateral Subject to Lien of Colorado

12. The terms of the Amended Stipulation between Colorado and the Debtor are incorporated herein.
13. Beginning on December 1, 2017, and continuing upon the first day of every succeeding month thereafter until confirmation of a plan, appointment of a trustee, dismissal or conversion, the Debtor shall pay the State the sum of \$9,000.00 on a monthly basis, which amount shall be apportioned in equal parts between the Colorado Department of Revenue and the Colorado Department of Labor and Employment.
14. The State shall have a first priority replacement lien on all property of the Debtor and the estate, including without limitation, on all post-petition accounts and accounts receivable, in and securing such amounts as lawfully set forth as secured claims in the proofs of claim filed by Colorado Department of Revenue and the Colorado Department of Labor and Employment, as amended. The State shall not be required to file or otherwise take any action to perfect such first priority lien, which shall be perfected by Court approval.
15. The Debtor shall maintain adequate insurance coverage on all personal property assets to insure adequately against any potential loss.
16. The Debtor shall expend cash collateral only for the purpose of ordinary business expenses, including the purchase of replacement inventory, payment of employee wages, and regular overhead expenses, as consistent with budgets previously filed in this case by the Debtor.
17. No later than December 1, 2017, the Debtor shall file all delinquent reports and returns for pre- and post-petition periods ending on or before November 30, 2017. The Debtor shall cure and fully pay to the State any delinquent taxes and unemployment premiums for post-petition periods by that date. Thereafter, the Debtor shall timely file all reports and returns with the State and timely pay all post-petition taxes and unemployment premiums due thereunder.

18. The Debtor shall preserve and maintain in good condition all collateral in which the State has an interest.
19. The Debtor shall cure any defaults hereof in accordance with the Amended Stipulation as set forth below.
20. The Amended Stipulation shall terminate and the Debtor shall cease to use cash collateral, absent further Court order, upon an uncured event of default as defined and set forth in paragraphs 11 and 12 of the Stipulation. Further, the State may terminate the Amended Stipulation and the Debtor shall cease to use cash collateral, absent further Court order, upon 30 days written notice provided by the State in its sole discretion. Finally, the Amended Stipulation shall terminate and the Debtor shall cease to use cash collateral, absent further Court order, upon confirmation of a plan of reorganization, appointment of a trustee in Chapter 11, conversion of the Debtor's bankruptcy case to Chapter 7, or dismissal of the Debtor's bankruptcy case.
21. The Debtor's failure to cure the breach of or failure to perform any term or covenant of the Amended Stipulation shall constitute an event of default. In addition to terms and covenants contained elsewhere in the Amended Stipulation, and without limitation, the following events or failures shall constitute and event of default:
 - a. The Debtor's failure to pay on December 1, 2017, and continuing upon the first day of every succeeding month thereafter, the State the sum of \$9,000.00 on a monthly basis.
 - b. The Debtor's failure to maintain adequate insurance coverage on all personal property assets to insure adequately against any potential loss.
 - c. The Debtor's failure to expend cash collateral only for the purpose of ordinary business expenses, including the purchase of replacement inventory, payment of employee wages, and regular overhead expenses, as consistent with budgets previously filed in this case by the Debtor.
 - d. The Debtor's failure to file with the State, no later than December 1, 2017, all delinquent reports and returns for pre-and-post petition periods ending on or before November 30, 2017; to cure and fully pay to the State any delinquent post-petition taxes and unemployment premiums by that date; or thereafter to timely file all reports and returns with the State and timely pay all post-petition taxes and unemployment premiums due thereunder.
 - e. In an event of default, the State shall serve, by regular mail and email, an affidavit setting forth the nature and extent of the default upon the Debtor and shall file a copy thereof with the Bankruptcy Court. Debtor shall have ten

(10) business days from the mailing of the affidavit to cure the default or to file an appropriate motion with the Court disputing the default. The Debtor shall cease use of all cash collateral, and the State shall have, without further order of the Court, relief from the automatic stay to seize and sell, in accordance with state law, property of the Debtor for payment of the State's tax claims if the Debtor fails to cure or file an appropriate motion disputing the default within the noted ten business days, or if the Court does not enter an order, within 30 days of the filing of Debtor's motion contesting the affidavit, determining that there is no default.

22. Nothing in the Amended Stipulation shall prevent the State from objecting to or voting to reject any plan of reorganization filed by the Debtor. Further, the Stipulation is made with an express reservation of rights by all parties as to such other matters not expressly set forth therein.

DATED this 30th day of November, 2017.

BY THE COURT:


U.S. BANKRUPTCY JUDGE

Debtor(s): ALL STATE FIRE PROTECTION Case No. 17-15844 TBM

EXHIBIT A

CASH FLOW PROJECTIONS FOR THE 6 MONTH PERIOD:7/1/2017 to 12/1/2017

This schedule must be completed and submitted to the United States Trustee within 14 days after the order for relief as part of the Initial Financial Report. Amended cash flow projections should be submitted as necessary.

	Month JUL	Month AUG	Month SEPT	Month OCT	Month NOV	Month DEC	Total
Beginning Cash Balance	110,255	85,326	103,156	182,237	329,692	477,023	1,287,689
INCOME & RECEIPTS							
CASH SALES							-
ACCTS REC. COLLECTION (NEW)	120,201	212,201	362,201	612,201	612,201	612,201	2,531,206
SALE OF ASSETS	-	20,000	20,000	20,000	20,000	20,000	100,000
A/R COLLECTION (EXISTING) *	287,779	287,779	287,779	287,779	287,779	287,779	1,726,674
							-
TOTAL RECEIPTS	407,980	519,980	669,980	919,980	919,980	919,980	4,357,880
EXPENSES & DISBURSEMENTS							
RENT	7,600	7,600	7,600	7,600	7,600	7,600	45,600
EMPLOYEE SALARIES	122,394	155,994	200,994	275,994	275,994	275,994	1,307,364
EMPLOYEE BENEFITS	39,000	42,000	44,000	44,000	49,000	49,000	267,000
SUBSISTENCE	4,500	4,500	4,500	5,000	5,000	5,000	28,500
OWNER/OFFICER SALARIES	11,916	11,916	11,916	11,916	11,916	11,916	71,496
OWNER/OFFICER BENEFITS	3,055	3,055	3,055	3,055	3,055	3,055	18,330
FICA TAXES	18,359	23,399	30,149	41,399	41,399	41,399	196,105
OTHER TAXES	-	-	-	15,000	15,000	-	30,000
VEHICLE NOTES PAYABLE	3,200	3,200	3,200	3,200	3,200	3,200	19,200
VEHICLE EXPENSES	4,500	4,500	4,500	4,500	4,500	4,500	27,000
EQUIPMENT RENTAL	2,500	2,500	2,500	2,500	2,500	2,500	15,000
MAINTENANCE	300	300	300	300	300	300	1,800
INSURANCE	45,000	45,000	35,000	35,000	35,000	35,000	230,000
INVENTORY	-	-	-	-	-	-	-
CASH COLLATERAL PAYMENTS	7,792	7,792	7,792	7,792	7,792	7,792	46,752
CRITICAL VENDOR PAYMENTS	75,000	75,000	75,000	75,000	75,000	75,000	450,000
SUPPLIES AND MATERIALS	36,060	63,660	108,660	183,660	183,660	183,660	759,362
UTILITIES	4,900	4,900	4,900	4,900	4,900	4,900	29,400
PROFESSIONAL FEES	45,833	45,833	45,833	45,833	45,833	45,833	274,998
U.S. TRUSTEE FEES	-	-	-	4,875	-	-	4,875
COURT COSTS	1,000	1,000	1,000	1,000	1,000	1,000	6,000
OTHER (ATTACH LIST)	-	-	-	-	-	-	-
TOTAL DISBURSEMENTS	432,909	502,149	590,899	772,524	772,649	757,649	3,828,781
NET CASH FLOW							
(RECEIPTS LESS DISBURSEMENTS)	(24,929)	17,831	79,081	147,456	147,331	162,331	529,099
Ending Cash Balance	85,326	103,156	182,237	329,692	477,023	639,354	1,816,788

*Requires Court approval

FORM IR-6
REV. 1/15/14