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Signed and Filed: June 10, 2011

DENNIS MONTALI
U.S. Bankruptcy Judge

5 Proposed Counsel for Debtor and Debtor in Possession
6 Nurserymen's Exchange, Inc.

7
8 UNITED STATES BANKRUPTCY COURT
9 NORTHERN DISTRICT OF CALIFORNIA
10

11 In re) Case No. 11-31985
12)
13 NURSERYMEN'S EXCHANGE, INC.) Chapter 11
14)
15 Debtor and Debtor in Possession) **Date:** June 9, 2011
16) **Time:** 1:00 p.m.
) **Place:** 235 Pine Street, Courtroom 22
) San Francisco, CA

17 **FURTHER ORDER GRANTING MOTION OF DEBTOR AND DEBTOR IN POSSESSION**
18 **FOR INTERIM ORDERS (I) AUTHORIZING (A) SECURED POST PETITION FINANCING**
19 **ON A SUPER PRIORITY BASIS PURSUANT TO 11 U.S.C. § 364, (B) USE OF CASH**
20 **COLLATERAL PURSUANT TO 11 U.S.C. § 363 AND (C) GRANT OF ADEQUATE**
21 **PROTECTION PURSUANT TO 11 U.S.C. §§ 363 AND 364, AND (II) SCHEDULING A FINAL**
22 **HEARING PURSUANT TO BANKRUPTCY RULE 4001(c);**

23 Debtor's motion (the "Motion") for an interim order seeking authorization
24 (a) pursuant to Sections 363(c), 364(c)(1), 364(c)(2) and 364(c)(3) and 364(d) of Title 11 of the
25 United States Code (the "Bankruptcy Code") and Rules 2002, 4001(c) and 9014 of the Federal Rules of
26 Bankruptcy Procedure (the "Bankruptcy Rules"), among other things,

27 (i) for Debtor to obtain post petition financing in an aggregate amount not to exceed
28 \$5,000,000 (the "DIP Financing") from Wells Fargo Bank, National Association ("Secured Lender"),
substantially on the terms and conditions set forth in this Order and that certain Credit and Security
Agreement, dated as of May 23, 2011 by and among Debtor and Secured Lender, a copy of which is

1 attached to the Motion (as amended, supplemented, or otherwise modified and in effect from time to
2 time, the "DIP Agreement", and together with any and all related documents and agreements entered into
3 in connection with or related to the DIP Financing, the "DIP Loan Documents");

4 (ii) for Debtor to grant the Secured Lender, pursuant to Bankruptcy Code § 364(c) and (d)
5 security interests in all of Debtors' currently owned and after acquired property to secure Debtor's
6 obligations under the DIP Financing, and (iii) for Debtor to grant the Secured Lender priority in payment
7 with respect to such obligations over any and all administrative expenses of the kinds specified in
8 Bankruptcy Code §§ 503(b) and 507(b);

9 (b) seeking this Court's authorization to use the Secured Lender's cash collateral (consisting of
10 the proceeds of the Secured Lender's pre-petition collateral) within the meaning of Bankruptcy Code
11 section 363(a) (the "Cash Collateral"), pursuant to Bankruptcy Code section 363(c) for the purposes set
12 forth herein;

13 (c) seeking this Court's authorization to provide adequate protection, pursuant to Bankruptcy
14 Code sections 361, 362, 363(e) and 364(d), to the Secured Lender; and, seeking a preliminary hearing
15 (the "Preliminary Hearing") on the Motion to consider entry of this Order pursuant to Bankruptcy Rule
16 4001 authorizing Debtor to borrow from the Secured Lender under the DIP Financing upon the terms
17 and conditions set forth in this Order and the DIP Loan Documents pending the Final Hearing referred to
18 below; and

19 (d) requesting that a final hearing (the "Final Hearing") be scheduled by this Court to consider
20 entry of a final order authorizing on a final basis, among other things, the DIP Financing; due and
21 sufficient notice of the Motion under the circumstances having been given; and the Preliminary Hearing
22 on the Motion having been held before this Court; and upon the entire record made at the Preliminary
23 Hearing, and this Court having found good and sufficient cause appearing therefor;

24 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED:**

25 1. The Motion is granted on an interim basis to the extent that Debtor is authorized to
26 borrow up to \$3.5 million under the terms of the DIP Financing Agreement for use through June 30,
27 2011 pursuant to the budget (the "Budget") attached hereto. Notwithstanding any language in the DIP
28 Financing Agreement to the contrary, nothing in this Order shall ratify the rights of, or waive or release

1 any claims of any party against, Secured Lender or limit the time for any party to bring claims against
2 Secured Lender, all of which rights are specifically preserved pending a further interim or final hearing

3 **2.** Notice was proper under the circumstances herein.

4 **3.** Debtor is authorized to borrow pursuant to the terms and restrictions of the DIP Financing
5 and the DIP Loan Documents and to operate pursuant to the Budget. Debtor is further authorized to use
6 the Cash Collateral to make payments to the Secured Lender on the pre-petition obligations when due
7 pursuant to Bankruptcy Code § 363(c);

8 **4.** The DIP Financing and the DIP Loan Documents shall constitute and evidence the valid
9 and binding obligations of Debtor, which obligations shall be enforceable in accordance with the terms
10 set forth therein and the terms of this Order.

11 **5.** A final hearing on Debtor's motion will be held on June 30, 2011 at 10:30 a.m. Any
12 opposition by the final approval of the DIP Financing shall be filed no later than June 23, 2011.

13 **6.** Secured Lender is granted, as security for the repayment of all obligations under the DIP
14 Loan Documents and in connection with the DIP Financing (the "DIP Facility Obligations") pursuant to
15 §§ 364(c)(2) and 364(c)(3) and (d) of the Bankruptcy Code, valid and perfected first priority liens and
16 security interests, on all assets of Debtor and its estate, including all proceeds of the foregoing (the "DIP
17 Collateral"), and collectively with the Pre-petition Collateral (as that term is defined in the Motion, the
18 "Collateral"), junior only to (A) valid and perfected liens and security interests extant on the Petition
19 Date that were senior to the Pre-Petition Liens (the "Postpetition Liens"); (B) the Carve-Out, as defined
20 below; (c) the payment of fees pursuant to 28 U.S.C. section 1930.

21 **7.** This Order constitutes sufficient and conclusive evidence of the granting, attachment,
22 priority, perfection and validity of the Post petition Liens, effective as of the date and time of the Entry
23 of this Order, without any further act. Notwithstanding the foregoing, the Secured Lender may, in its
24 sole discretion, file or cause Debtor to file, such financing statements, mortgages, notices of liens, or
25 similar documents or instruments or otherwise confirm perfection of such liens, security interests, and
26 mortgages as the Secured Lender may require, and the automatic stay imposed under section 362 of the
27 Bankruptcy Code shall be deemed modified for such purposes, and all such financing statements,
28

1 mortgages, notices of liens, or similar documents or instruments shall be deemed to have been filed or
2 recorded at the time and on the date of entry of this Order.

3 **8.** The Secured Lender is granted a super-priority administrative expense claim (the “Super-
4 priority Claim”) pursuant to the Bankruptcy Code section 364(c)(1) for the DIP Financing, having
5 priority over any and all other administrative claims against Debtor, now existing or hereafter arising, of
6 any kind whatsoever, including, without limitation, all administrative expenses of the kinds specified in
7 or arising or ordered under Bankruptcy Code sections 105(a), 326, 328, 330, 331, 503(b), 506(c) (subject
8 to entry of a further Interim Order or a Final Order) 507, 546(c) (subject to entry of a Final Order), 726,
9 1113, and 1114 or otherwise; provided, that the Super-priority Claim will not be senior to any amounts
10 due pursuant to 28 U.S.C. §1930 and may not be paid from the proceeds of any Avoiding Power Causes
11 of Action (as that term is defined in the Motion).

12 **9.** Debtor is authorized to (a) execute and deliver to the Secured Lender any and all
13 nonmaterial amendments to the DIP Financing and DIP Loan Documents as approved in writing by the
14 Secured Lender and Debtor without further order of the Court, and (b) comply with their respective
15 obligations under any such amendment or amendments.

16 **10.** Debtor shall to continue to make all required payments due under the Pre-Petition Loan
17 Agreement on all Pre-Petition Obligations when due, including payments on the Pre-petition Secured
18 Term Indebtedness (as that term is defined in the Motion).

19 **11.** The proceeds of the Pre-Petition Collateral shall be applied first to repay outstanding Pre-
20 petition Obligations until paid in full, and thereafter to repay DIP Facility Obligations. The proceeds of
21 the DIP Collateral shall be applied first to repay outstanding DIP Facility Obligations until paid in full.
22 In the event any proceeds cannot conclusively identified by Debtor as Pre-Petition Collateral or Post-
23 petition Collateral, the Secured Lender shall be entitled to treat such proceeds as Pre-Petition Collateral.

24 **12.** The liens granted to the Secured Lender as security for the repayment of the DIP Facility
25 Obligations, are subject only to (i) valid and perfected liens extant on the Petition Date; (ii) the allowed
26 and unpaid professional fees and disbursements incurred by Debtor’s estate, in an aggregate amount not
27 in excess of \$200,000 (the “Carve-Out”); and (iii) the payment of fees pursuant to 28 U.S.C. section
28

1 1930. The Carve-Out is in addition to any retainers held and any other administrative claims provided
2 for and paid pursuant to the Budget.

3 **13.** The provisions of this Order shall be binding upon and inure to the benefit of the Secured
4 Lender, Debtor and their respective successors and assigns including, without limitation, any trustee
5 hereinafter appointed.

6 **14.** In the event of any inconsistency between the terms and conditions of (i) the DIP
7 Financing and the DIP Loan Documents and (ii) this Order, the provisions of this Order shall govern.

8 **15.** The Bankruptcy Court retains jurisdiction to resolve any disputes arising under or related
9 to this Order or the DIP Financing.

10 ** END OF ORDER **

1 **PROOF OF SERVICE**

2 I, the undersigned, declare that I am over the age of eighteen years and am not a party to the
3 within-entitled action; my business address is 456 Montgomery Street, 20th Floor, San Francisco, CA
4 94104.

5 On the below date I served the attached document(s) entitled:

6 **ORDER GRANTING MOTION OF DEBTOR AND DEBTOR IN POSSESSION FOR**
7 **INTERIM ORDERS (I) AUTHORIZING (A) SECURED POST PETITION FINANCING**
8 **ON A SUPER PRIORITY BASIS PURSUANT TO 11 U.S.C. § 364, (B) USE OF CASH**
9 **COLLATERAL PURSUANT TO 11 U.S.C. § 363 AND (C) GRANT OF ADEQUATE**
10 **PROTECTION PURSUANT TO 11 U.S.C. §§ 363 AND 364, AND (II) SCHEDULING A**
11 **FINAL HEARING PURSUANT TO BANKRUPTCY RULE 4001(c);**

12 on all interested parties in said cause addressed as follows:

13 Robert Izmirian
14 Buchalter Nemer
15 333 Market St., 25th Floor
16 San Francisco, CA 94105
17 **Via Email: izmirian@buchalter.com**

18 Minnie Loo
19 Office of the U.S. Trustee
20 235 Pine St., Ste. 700
21 San Francisco, CA 94104
22 **Via Email: minnie.loo@usdoj.gov**

23 Peter J. Gurfein
24 Landau Gottfried & Berger LLP
25 One Bush St., Ste. 600
26 San Francisco, CA 94104
27 **Via Email: pgurfein@lgbfirm.com**

28 **(BY MAIL)** by placing a true copy thereof enclosed in a sealed envelope with postage thereon
fully prepaid, in the ordinary course of business for collection and mailing that same day at 456
Montgomery Street, 20th Floor, San Francisco, CA. I declare that I am readily familiar with the
business practice of The Law Offices of Stephen Finestone for collection and processing of
correspondence for mailing with the United States Postal Service and that the correspondence
would be deposited with the United States Postal Service that same day in the ordinary course of
business.

Executed **June 9, 2011** at San Francisco, California.

(Federal) I declare under penalty of perjury that the foregoing is true and
correct.

Name: Stephen D. Finestone _____ /s/ Stephen D. Finestone

Nurserymen's Exchange, Inc.

Cash Flow Forecast

(\$ in 000s)

Week Status	<i>Actual</i> ON	<i>Actual</i> ON	<i>Forecast</i> ON	<i>Forecast</i> ON	<i>Forecast</i> ON	<i>Forecast</i> ON	<i>Forecast</i>
Week #	1	2	3	4	5	6	6 Week
Week Ending Fri,	5/27	6/3	6/10	6/17	6/24	7/1	To Date
CONSOLIDATED							
REVENUE							
Net Revenue							
Half Moon Bay	\$117	\$213	\$158	\$175	\$243	\$153	\$1,059
S CA Brokerage	216	188	115	80	297	76	972
Bloomrite Gardens	98	99	184	156	162	49	748
Net Revenue	431	500	456	411	703	277	2,779
Cumulative Net Revenue	431	931	1,387	1,799	2,502	2,779	2,779
Cumulative Net Forecast Revenue	628	1,083	1,538	1,950	2,653	2,930	2,930
CASH FLOW							
Receipts							
A/R Collections	\$1,342	\$4,982	\$2,000	\$800	\$800	\$600	\$10,524
Operating Disbursements							
Purchases	(79)	(209)	(329)	(292)	(298)	(233)	(1,439)
Freight	(7)	(7)	(121)	(116)	(158)	(84)	(493)
Payroll / Benefits	0	(261)	(125)	(365)	(125)	(505)	(1,381)
Contract Labor	0	0	(211)	(37)	(187)	(16)	(452)
Other Direct	(38)	(42)	(25)	(25)	(25)	(30)	(185)
Utilities	0	(1)	(215)	(5)	(5)	(5)	(231)
Other SG&A	(20)	(8)	(24)	(34)	(24)	(34)	(144)
Operating Disbursements	(145)	(527)	(1,051)	(874)	(822)	(907)	(4,325)
Operating Cash Flow: Collect - Op. Disb.	1,197	4,455	949	(74)	(22)	(307)	6,199
Cumulative Operating Cash Flow: Collect - Op. D	1,197	5,652	6,602	6,528	6,506	6,199	--
Non-Operating Disbursements							
Cash Interest Expense	0	(154)	0	0	0	(57)	(211)
Debt Amortization	0	(75)	0	0	0	(75)	(150)
Bank Fees - Regular Fees	0	0	0	0	0	0	0
Professional Fees	0	0	(125)	(25)	(25)	(225)	(400)
Utility Deposits	0	0	(250)	0	0	0	(250)
Non-Operating Disbursements	0	(229)	(375)	(25)	(25)	(357)	(1,011)
Total Disbursements	(145)	(756)	(1,426)	(899)	(847)	(1,264)	(5,336)
Cumulative Total Disbursements	(145)	(900)	(2,326)	(3,225)	(4,072)	(5,336)	
Covenant		(2,920)	(3,639)	(4,472)	(5,149)	(6,443)	
Variance		2,020	1,313	1,247	1,077	1,107	
Cash Collections Less Disbursements	1,197	4,227	574	(99)	(47)	(664)	5,188
Cumulative Cash Collections Less Disbursements	1,356	5,583	6,157	6,058	6,011	5,347	--
LIQUIDITY							
Book Availability / (Overadvance)							
(+) Borrowing Base	10,539	6,953	5,718	5,201	5,097	4,839	
(-) Pre-Petition LOC Balance	(4,491)	0	0	0	0	0	
(-) Pre-Petition LC's	(915)	(70)	(70)	(70)	(70)	(70)	
Gross DIP Availability	5,134	6,883	5,648	5,131	5,027	4,769	
<i>DIP RLOC Limit</i>	5,000	5,000	5,000	5,000	5,000	5,000	
DIP Availability	5,000	5,000	# 5,000	5,000	5,000	4,769	
(-) Real Estate Tax Reserve	(226)	(243)	(243)	(243)	(243)	(260)	
(-) Payroll Tax Reserve	(197)	0	(197)	0	(197)	0	
(-) Merchant Card Reserve	(66)	(66)	(66)	(66)	(66)	(66)	
(-) BK Carve Out Professional Fees	(200)	(200)	(200)	(200)	(200)	(200)	
(-) Post-Petition Book Revolver	(200)	(287)	287	188	241	(476)	

Nurserymen's Exchange, Inc.

Cash Flow Forecast

(\$ in 000s)

Week Status	<i>Actual</i> ON	<i>Actual</i> ON	<i>Forecast</i> ON	<i>Forecast</i> ON	<i>Forecast</i> ON	<i>Forecast</i> ON	<i>Forecast</i>
Week #	1	2	3	4	5	6	6 Week
(-) Post-Petition Letters of Credit	0	(854)	(854)	(854)	(854)	(854)	
Excess DIP Availability	4,111	3,350	3,727	3,825	3,680	2,912	
REVOLVER							
Book Revolver							
Pre-Petition Beginning Balance	\$5,832	\$4,491	\$0	\$0	\$0	\$0	
(+) Additions	0	0	0	0	0	0	
(-) Repayments	(1,342)	(4,491)	0	0	0	0	
Pre-Petition Ending Balance	4,491	0	0	0	0	0	
Post-Petition Beginning Balance	0	200	287	(287)	(287)	(188)	
(+) Additions	200	579	1,426	899	847	1,264	
(-) Repayments	0	(492)	(2,000)	(800)	(800)	(600)	
Post-Petition Ending Balance	200	287	(287)	(188)	(241)	476	
BORROWING BASE							
A/R							
Beginning Balance	\$11,248	\$10,338	\$5,855	\$4,311	\$3,923	\$3,826	
(+) Sales	431	500	456	411	703	277	
(-) Receipts	(1,342)	(4,982)	(2,000)	(800)	(800)	(600)	
(-) Adjustments	0	0	0	0	0	0	
Ending Balance	10,338	5,855	4,311	3,923	3,826	3,503	
(-) Ineligibles	(187)	(187)	(187)	(187)	(220)	(220)	
Eligible Balance	10,151	5,669	4,125	3,736	3,606	3,283	
Advance Rate	80%	80%	80%	80%	80%	80%	
Availability - Calculated or Cap	8,121	4,535	3,300	2,989	2,885	2,627	
Inventory							
Beginning Balance	5,413	5,413	5,413	5,413	5,000	5,000	
(+/-) Adjustments	0	0	0	(413)	0	0	
Ending Balance	5,413	5,413	5,413	5,000	5,000	5,000	
(-) Ineligibles	(576)	(576)	(576)	(576)	(576)	(576)	
Eligible Balance	4,837	4,837	4,837	4,424	4,424	4,424	
Advance Rate	50%	50%	50%	50%	50%	50%	
Availability - Calculated or Cap	2,418	2,418	2,418	2,212	2,212	2,212	
Real Estate Tax Reserve							
Beginning Balance	348	348	365	365	365	365	
(+) Additions	0	17	0	0	0	17	
(-) Subtractions	0	0	0	0	0	0	
Ending Balance	348	365	365	365	365	382	
Payroll Reserve							
Beginning Balance	0	197	0	197	0	197	
(+) Additions	197	0	197	0	197	0	
(-) Subtractions	0	(197)	0	(197)	0	(197)	
Ending Balance	197	0	197	0	197	0	
Merchant Card Reserve							
Beginning Balance	66	66	66	66	66	66	
(+) Additions	0	0	0	0	0	0	
(-) Subtractions	0	0	0	0	0	0	
Ending Balance	66	66	66	66	66	66	
HMB							
REVENUE							
Net Revenue	\$117	\$213	\$158	\$175	\$243	\$153	
CASH FLOW							
Receipts							
A/R Collections	\$1,342	\$4,982	\$0	\$0	\$0	\$0	
#REF!	0	0	0	0	0	0	
Receipts	1,342	4,982	0	0	0	0	
Operating Disbursements							
Purchases	0	(7)	(56)	(19)	(40)	(15)	
Freight	(7)	(2)	(21)	(23)	(32)	(20)	

Nurserymen's Exchange, Inc.

Cash Flow Forecast

(\$ in 000s)

Week Status	<i>Actual</i> ON	<i>Actual</i> ON	<i>Forecast</i> ON	<i>Forecast</i> ON	<i>Forecast</i> ON	<i>Forecast</i> ON	<i>Forecast</i> ON
Week #	1	2	3	4	5	6	6 Week
Payroll / Benefits	0	(261)	0	(163)	0	(163)	
Contract Labor	0	0	(211)	(37)	(187)	(16)	
Other Direct	0	(7)	(25)	(25)	(25)	(25)	
Utilities	0	0	(210)	0	0	0	
Other SG&A	0	0	0	0	0	0	
Operating Disbursements	(7)	(277)	(523)	(266)	(284)	(239)	
Operating Cash Flow: Collect - Op. Disb.	1,334	4,705	(523)	(266)	(284)	(239)	
Cumulative Operating Cash Flow: Collect - Op. D	(22,126)	(17,421)	(17,943)	(18,210)	(18,494)	(18,733)	
SC							
REVENUE							
Net Revenue	\$216	\$188	\$115	\$80	\$297	\$76	
CASH FLOW							
Receipts							
A/R Collections	\$0	\$0	\$0	\$0	\$0	\$0	
#REF!	0	0	0	0	0	0	
Receipts	0	0	0	0	0	0	
Operating Disbursements							
Purchases	(74)	(165)	(62)	(106)	(98)	(105)	
Freight	0	0	(16)	(11)	(42)	(11)	
Payroll / Benefits	0	0	0	(11)	0	(11)	
Contract Labor	0	0	0	0	0	0	
Other Direct	0	(4)	0	0	0	(5)	
Utilities	0	0	(0)	0	0	0	
Other SG&A	0	0	0	0	0	0	
Operating Disbursements	(74)	(169)	(79)	(128)	(140)	(131)	
Operating Cash Flow: Collect - Op. Disb.	(74)	(169)	(79)	(128)	(140)	(131)	
Cumulative Operating Cash Flow: Collect - Op. D	(6,112)	(6,282)	(6,360)	(6,488)	(6,628)	(6,759)	
BG							
REVENUE							
Net Revenue	\$98	\$99	\$184	\$156	\$162	\$49	
CASH FLOW							
Receipts							
A/R Collections	\$0	\$0	\$0	\$0	\$0	\$0	
#REF!	0	0	0	0	0	0	
Receipts	0	0	0	0	0	0	
Operating Disbursements							
Purchases	(5)	(36)	(36)	(68)	(59)	(63)	
Freight	0	(5)	(10)	(7)	(10)	(3)	
Payroll / Benefits	0	0	0	(31)	0	(31)	
Contract Labor	0	0	0	0	0	0	
Other Direct	0	(10)	0	0	0	0	
Utilities	0	0	0	0	0	0	
Other SG&A	0	0	0	0	0	0	
Operating Disbursements	(5)	(51)	(45)	(105)	(69)	(97)	
Operating Cash Flow: Collect - Op. Disb.	(5)	(51)	(45)	(105)	(69)	(97)	
Cumulative Operating Cash Flow: Collect - Op. D	(2,396)	(2,447)	(2,492)	(2,597)	(2,666)	(2,764)	
FL							
REVENUE							
Net Revenue	\$0	\$0	\$0	\$0	\$0	\$0	
CASH FLOW							

Nurserymen's Exchange, Inc.

Cash Flow Forecast

(\$ in 000s)

Week Status	<i>Actual</i> ON	<i>Actual</i> ON	<i>Forecast</i> ON	<i>Forecast</i> ON	<i>Forecast</i> ON	<i>Forecast</i> ON	<i>Forecast</i>
Week #	1	2	3	4	5	6	6 Week
Receipts							
A/R Collections	\$0	\$0	\$0	\$0	\$0	\$0	\$0
#REF!	0	0	0	0	0	0	0
Receipts	0	0	0	0	0	0	0
Operating Disbursements							
Purchases	0	0	0	0	0	0	0
Freight	0	0	0	0	0	0	0
Payroll / Benefits	0	0	0	0	0	0	0
Contract Labor	0	0	0	0	0	0	0
Other Direct	0	0	0	0	0	0	0
Utilities	0	0	0	0	0	0	0
Other SG&A	0	0	0	0	0	0	0
Operating Disbursements	0	0	0	0	0	0	0
Operating Cash Flow: Collect - Op. Disb.	0	0	0	0	0	0	0
Cumulative Operating Cash Flow: Collect - Op. D	(258)	(258)	(258)	(258)	(258)	(258)	(258)
Admin							
REVENUE							
Net Revenue	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CASH FLOW							
Receipts							
A/R Collections	\$0	\$0	\$0	\$0	\$0	\$0	\$0
#REF!	0	0	0	0	0	0	0
Receipts	0	0	0	0	0	0	0
Operating Disbursements							
Purchases	0	0	0	0	0	0	0
Freight	0	0	0	0	0	0	0
Payroll / Benefits	0	0	(25)	(161)	(25)	(300)	
Contract Labor	0	0	0	0	0	0	0
Other Direct	(38)	(21)	0	0	0	0	0
Utilities	0	(1)	(5)	(5)	(5)	(5)	
Other SG&A	(20)	(8)	(24)	(24)	(24)	(24)	
Operating Disbursements	(59)	(29)	(54)	(190)	(54)	(329)	
Operating Cash Flow: Collect - Op. Disb.	(59)	(29)	(54)	(190)	(54)	(329)	
Cumulative Operating Cash Flow: Collect - Op. D	(2,469)	(2,498)	(2,552)	(2,742)	(2,796)	(3,125)	