

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

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In re

Chapter 11

1168 LIBERTY CORP. d/b/a PRETTY GIRL,

Case No. 17-11602 (SHL)

Debtor.

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**FINAL ORDER (I) AUTHORIZING THE USE OF CASH COLLATERAL  
AND (II) GRANTING ADEQUATE PROTECTION**

This matter having come before the Court upon the motion (the “**Motion**”)<sup>1</sup> dated June 9, 2017 of 1168 Liberty Corp. d/b/a Pretty Girl, the above-captioned debtor and debtor in possession (the “**Debtor**”), seeking the entry of interim and final orders, pursuant to sections 361 and 363 of title 11 of the United States Code (the “**Bankruptcy Code**”), Rules 2002, 4001, and 9013 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), Rules 4001-2 and 9013-1 of the Local Bankruptcy Rules for the Southern District of New York, and the Guidelines for Financing Motions as set forth in General Order No. 274 of the United States Bankruptcy Court for the Southern District of New York, authorizing the Debtor to use Cash Collateral in which JPMorgan Chase Bank, N.A. (“**Chase**”) and the City of New York (the “**City**”) have an interest and granting related relief; and the Court having convened a hearing on June 12, 2017 and having at that time granted the Motion on an interim basis pending a final hearing; and the Court having entered an interim order on June 14, 2017 (the “**Interim Order**”), on consent of Chase and the City, authorizing the use of cash collateral on an interim basis; and the final hearing on the Motion having been adjourned on consent of the Debtor, Chase, and the

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<sup>1</sup> Capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to them in the Motion.

City to June 26, 2017; and the Court having entered a second interim order on June 23, 2017 (the “**Second Interim Order**”), on consent of Chase and the City, authorizing further use of cash collateral on an interim basis; and the final hearing on the Motion having been further adjourned on consent of the Debtor, Chase, and the City to July 11, 2017; and the Court having entered a third interim order on July 11, 2017 (the “**Third Interim Order**”), on consent of Chase and the City, authorizing further use of cash collateral on an interim basis; and the Debtor having filed an amended cash collateral budget for the period from June 27, 2017 through July 17, 2017 (the “**Amended Budget**”); and the Court having convened a hearing on June 26, 2017 and a teleconference on June 27, 2017 to consider authorization of the Debtor’s further use of cash collateral on an interim basis; and the Court having entered a fourth interim order on August 2, 2017 (the “**Fourth Interim Order**”), on consent of Chase and the City, authorizing further use of cash collateral on an interim basis and adjourning the final hearing on the Motion to August 8, 2017; and the City and Chase having filed limited objections to the Motion; and the Court having entered a fifth interim order on August 8, 2017 (the “**Fifth Interim Order**”), on consent of Chase and the City, authorizing further use of cash collateral on an interim basis and adjourning the final hearing on the Motion to August 24, 2017; and the Court having entered a sixth interim order on August 24, 2017 (the “**Sixth Interim Order**”), on consent of Chase and the City, authorizing further use of cash collateral on an interim basis and adjourning the final hearing on the Motion to September 6, 2017; and the Court having entered a seventh interim order on September 6, 2017 (the “**Seventh Interim Order**”), on consent of Chase and the City, authorizing further use of cash collateral on an interim basis and adjourning the final hearing on the Motion to September 20, 2017; and the Court having entered an eighth interim order on September 21, 2017 (together with the Interim Order, the Second Interim Order, the Third

Interim Order, the Fourth Interim Order, the Fifth Interim Order, the Sixth Interim Order, and the Seventh Interim Order, the “**Interim Orders**”), on consent of Chase and the City, authorizing further use of cash collateral on an interim basis and adjourning the final hearing on the Motion to October 19, 2017; and the Court having convened a final hearing (the “**Final Hearing**”) on October 19, 2017 to consider entering an order (the “**Final Order**”) granting the Motion on a final basis; and after hearing such parties whose appearances are reflected in the record of the Final Hearing;

NOW, upon all pleadings and proceedings had in this matter to date, and good cause appearing therefor, it is hereby found as follows:

A. On June 9, 2017 (the “**Petition Date**”) the Debtor commenced this case by filing a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtor continues to operate its business as a debtor in possession pursuant to sections 1107 and 1108 of the Bankruptcy Code.

B. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. This is a “core” proceeding within the meaning of 28 U.S.C. § 157(b)(2). The statutory predicates for the relief sought herein are sections 361 and 363 of the Bankruptcy Code and Rules 4001(b), 2002, and 9013 of the Bankruptcy Rules. Venue of this chapter 11 case in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409. No trustee, examiner, or statutory creditors’ committee has been appointed in this chapter 11 case.

C. Due and appropriate notice of the Final Hearing and the relief requested in the Motion on a final basis has been given. Under the circumstances, such notice constitutes adequate and sufficient notice under sections 361 and 363 of the Bankruptcy Code and Bankruptcy Rules 2002 and 4001, and no other notice need be given.

D. The Debtor acknowledges that the Debtor and Chase entered into the Guaranty and the Commercial Security Agreement. The Debtor acknowledges that, as of the Petition Date, Pretty Girl owes Chase approximately \$300,000, which indebtedness constitutes an undisputed, contingent claim against the Debtor. Chase contends, however, that Pretty Girl owes Chase approximately \$375,000. Nothing in this Final Order shall prejudice the rights of the Debtor or Chase with respect to a determination by the Court of the amount of Chase's claim.

E. The Debtor acknowledges that, as described in the Motion, to secure the Debtor's obligation under the Guaranty, it granted to Chase and Chase has and holds a duly perfected first priority security interest in and lien upon substantially all of the Debtor's assets, including, but not limited to, the Debtor's inventory, chattel paper, accounts, equipment, and general intangibles, whether now owned or hereafter acquired, whether now existing or hereafter arising, and wherever located, including, without limitation, rents, monies, payments, and all other rights arising out of a sale, lease, or other disposition of any of the property described above, all accessions, additions, replacements, and substitutions relating to any of the foregoing, all records of any kind relating to any of the foregoing, and all proceeds relating to any of the foregoing (including insurance proceeds) (collectively, the "**Prepetition Collateral**"), with priority over all other liens on such property except for any liens otherwise permitted by the Loan Agreement.

F. The Debtor further acknowledges that the City has a judgment lien upon the Prepetition Collateral that is subordinate to Chase's lien, which judgment lien arises out of an execution (the "**Execution**") issued against the Debtor with respect to a judgment entered in favor of the City and against the Debtor based on certain ECB violations. The Debtor acknowledges that, as of the Petition Date, it owes the City approximately \$39,000.

G. The Debtor has requested authorization to use Cash Collateral to pay for expenses incurred by it in the ordinary course of business and in connection with this chapter 11 case, as further described in the Motion. The Debtor's ability to finance its business operations is essential to its ability to preserve the value of its assets. Without the ability to use Cash Collateral the Debtor and its estate will suffer immediate and irreparable harm.

H. The Court concludes that entry of this Final Order is in the best interests of the Debtor's estate and creditors as its implementation will, among other things, provide the Debtor with the necessary liquidity to sustain the operation of its business during the chapter 11 case. If the Debtor is not able to continue to use Cash Collateral as provided herein, it will be unable to fund operating expenses and expenses in connection with this chapter 11 case that are necessary to maintain the value of the Debtor's estate and to enable the Debtor to maximize recoveries for all parties in interest.

Based upon the foregoing findings and conclusions, and good and sufficient cause appearing therefor, it is hereby ORDERED that:

1. The Motion is hereby granted on a final basis subject to the terms and conditions set forth in this Final Order. The Debtor is authorized to use Cash Collateral and grant adequate protection to Chase and the City *nunc pro tunc* to the Petition Date upon the terms and conditions set forth in this Final Order. This Final Order is immediately valid and fully effective upon its entry.

2. To the extent the limited objections to the Motion of Chase and the City have not been resolved, they are hereby denied and overruled in their entirety.

3. Unless there is a default under the terms of this Final Order, the Debtor is authorized to continue to use Cash Collateral through December 31, 2017 or until such later time

as to which Chase and the City may consent in writing or the Court may permit, subject to the terms and conditions set forth in this Final Order.

4. The Debtor may use Cash Collateral to pay the expenses incurred by the Debtor in the ordinary course of its business and in connection with this chapter 11 case, as provided in the three-month budget for the period ending December 31, 2017 (the “**Budget**”) attached hereto as Exhibit “A,” subject, however, to a per line item variance of 5%. The Budget may be supplemented from time to time by agreement among the Debtor, Chase, and the City or, absent such agreement, by order of the Court.

5. As adequate protection for the Debtor’s use of Cash Collateral:

- i) Chase is hereby granted a valid, perfected, and enforceable first-priority post-petition lien on and security interest in all of the assets of the Debtor, as debtor in possession, of the same type and nature as constituted the Prepetition Collateral (but excluding avoidance actions arising under chapter 5 of the Bankruptcy Code) (the “**Post-Petition Collateral**”). The Senior Replacement Lien shall be subject to all other validly and properly perfected prepetition liens and security interests in favor of third parties that were senior to and had priority over Chase’s security interest and lien as of the Petition Date, and it shall be senior to the Junior Replacement Lien (as defined below). The Senior Replacement Lien shall be subordinate to (a) the fees payable to the Office of the United States Trustee pursuant to 28 U.S.C. § 1930(a), plus applicable interest on any such fees, and (b) the administrative expenses, not to exceed \$10,000, of a trustee in a superseding case under chapter 7 of the Bankruptcy Code.
- ii) The City is hereby granted a valid, perfected, and enforceable junior post-petition lien on and security interest in the Post-Petition Collateral (the “**Junior Replacement Lien**,” and, together with the Senior Replacement Lien, the “**Replacement Liens**”). The Junior Replacement Lien shall be subordinate to the Senior Replacement Lien.

6. The Replacement Liens granted by this Final Order are hereby deemed perfected without the necessity of filing any documents or otherwise complying with non-bankruptcy law in order to perfect security interests and record liens, with such perfection being binding upon all parties including, but not limited to, any subsequently appointed trustee either under chapter 11 or any other chapter of the Bankruptcy Code.

7. During the term of this Final Order, in addition to the Replacement Liens and Super-Priority Claim (as defined below), the Debtor shall make a monthly adequate protection payment to Chase in the amount of \$1,500 per month (the “**Payment**”). The first Payment shall be made upon the date of the entry of this Final Order, with successive Payments being made so as to be received by Chase on or before the first business day of each successive month during the term of this Final Order.

8. The Debtor is authorized and directed to perform all acts and to make, execute, and deliver any and all documents as may be necessary to implement and effectuate the terms and conditions of this Final Order and the transactions described herein. The automatic stay of section 362 of the Bankruptcy Code shall be deemed modified as to Chase and the City to permit any and all such filings or recordings without further order of the Court.

9. To the extent the Replacement Liens and other relief granted to Chase and the City in this Final Order do not provide Chase and/or the City with adequate protection of their interests in the Cash Collateral, Chase and/or the City will each have a super-priority administrative expense claim (the “**Super-Priority Claims**”) under section 507(b) of the Bankruptcy Code; provided, however that the Super-Priority Claim of Chase shall be senior in priority to the Super-Priority Claim of the City. The Super-Priority Claims will have priority

over all administrative expenses incurred in the Debtor's case that are allowable under section 507(a)(2) of the Bankruptcy Code, except as otherwise provided herein.

10. The Super-Priority Claims shall be subordinate only to (a) the fees payable to the Office of the United States Trustee pursuant to 28 U.S.C. § 1930(a) plus applicable interest on any such fees, and (b) the administrative expenses, not to exceed \$10,000, of a trustee in a superseding case under chapter 7 of the Bankruptcy Code.

11. Notwithstanding any provisions herein to the contrary, the Debtor's authority to continue to use Cash Collateral shall be immediately and automatically revoked in the event of the earliest to occur of any of the following, each of which shall be deemed a **"Termination Event"**:

- i) Entry of any order dismissing the within proceeding or converting the within proceeding to one under chapter 7 of the Bankruptcy Code;
- ii) Entry of an order authorizing the appointment of a chapter 11 trustee, or an examiner with expanded powers;
- iii) Entry of an order (other than this Final Order on the Motion) modifying or vacating the automatic stay in favor of Chase and/or the City;
- iv) The Debtor's failure to comply with the Budget, allowing for the per line item variance of 5% provided for in this Final Order; and/or
- v) Any violation of this Final Order and the continued failure by the Debtor to cure after five (5) business days' notice.

12. Upon the occurrence of a Termination Event, the Debtor consents to the entry of an order terminating the automatic stay in favor of Chase and the City, and Chase and the City may submit an order (jointly or separately) granting them relief from the automatic stay to enforce their rights and remedies pursuant to the Guaranty and the Commercial Security



Agreement and/or the Execution, as the case may be, in accordance with applicable non-bankruptcy law, upon five (5) days' written notice to the Debtor and the Office of the United States Trustee. During such five-day period, the Debtor shall have the right to seek a hearing for the purpose of obtaining a determination by the Court of whether a Termination Event has, in fact, occurred.

13. Notwithstanding anything to the contrary contained herein or in the Interim Orders, the Court's approval of the Debtor's continued use of cash collateral does not constitute approval by the Court of any disbursements made pursuant to the Amended Budget, any of the budgets annexed to the Interim Orders, or the Budget, and all such disbursements, including without limitation, rent payments, payroll, management fees, and payments for goods, shall be subject to being avoided pursuant to Chapter 5 of the Code or other applicable law by motion of any party in interest, including without limitation, JP Morgan Chase Bank, the City, the U.S. Trustee, or any Chapter 11 or Chapter 7 Trustee subsequently appointed in these cases, or sua sponte by the Court should it be determined that any of the disbursements were unlawful or did not comply with the Bankruptcy Code or other applicable law and is without prejudice to the rights and claims of any party in interest with respect to the nature and extent of any liens, claims or encumbrances on any disgorged or recovered disbursements.

14. The provisions of this Final Order shall not be deemed or construed as an admission or waiver by Chase as to adequate protection or any other issue in this bankruptcy case, and this Final Order will not constitute consent by Chase to the use of Cash Collateral other than for the limited purpose expressly provided herein. Moreover, nothing contained in this Final Order will be deemed to waive or diminish any rights of Chase under the operative agreements with the Debtor.

15. The provisions of this Final Order and any actions taken pursuant hereto shall be binding and inure to the benefit of Chase, the City, creditors, the Debtor, and their respective successors and assigns, including but not limited to any trustee hereinafter appointed as a representative of the Debtor's estate, and shall survive the entry of any subsequent order which may be entered confirming any plan of reorganization with respect to the Debtor, appointing a chapter 11 trustee or examiner for the Debtor, or converting this case from chapter 11 to chapter 7 of the Bankruptcy Code.

16. The Debtor may not object to, challenge, or seek to avoid the amount, validity, or enforceability of Chase's liens in the Prepetition Collateral, however the rights of any creditor or creditors' committee that may be appointed in this case to dispute or challenge the validity, perfection, extent, amount and priority of the claims and liens of Chase (a "**Lien Challenge**") are expressly preserved for seventy-five (75) days from the date of entry of this Final Order, except that any committee that is appointed shall have until sixty (60) days from the date that counsel for such committee has been selected (provided counsel is selected within thirty (30) days of appointment of the committee), to make a Lien Challenge (the "**Lien Challenge Deadline**"). In the event the Debtor's case is converted to one under Chapter 7 of the Bankruptcy Code, the Lien Challenge Deadline shall automatically be extended to the later of seventy-five (75) days from the date of entry of this Final Order, or thirty (30) days from the date a Chapter 7 trustee is appointed, to enable the Chapter 7 trustee to file a Lien Challenge if appropriate. The Lien Challenge Deadline shall not be similarly extended for any other creditor or party in interest. If no such Lien Challenge is commenced as of the Lien Challenge Deadline, the secured claim of Chase (the "**Chase Secured Claim**") shall constitute an allowed claim, subject to valuation pursuant to section 506(a) of the Bankruptcy Code, for all purposes in this

Chapter 11 case and any subsequent Chapter 7 case, and the Replacement Liens and prepetition liens held by Chase (the “**Prepetition Liens**”) shall be deemed legal, valid, binding and perfected and shall not be subject to avoidance or any other similar challenge by a party in interest seeking to exercise the rights of the Debtor’s estate, including without limitation any successor thereto, with the exception of determining the value of Debtor’s assets. If any Lien Challenge is properly commenced, the Bankruptcy Court shall determine the validity, enforceability, priority and amount of the Chase Secured Claim, the Replacement Liens and the Prepetition Liens, as the case may be, but only with respect to and to the extent of, such Lien Challenge, and all such other challenges or objections not raised in such Lien Challenge shall be deemed forever waived.

17. The terms and provisions of this Final Order, as well as the priorities, liens, and security interests created hereunder shall continue in this or any superseding case in the Court, and such liens and security interests shall maintain their priority provided for by this Final Order until satisfied and discharged in full.

18. Nothing herein shall prejudice the rights of any non-debtor party to challenge the validity, enforceability, priority, or amount of any claim held by Chase or the City against the Debtor, or any security interest in and lien upon the Prepetition Collateral.

19. Within one business day of the entry of this Final Order, the Debtor shall serve by regular first-class mail, postage pre-paid, a copy of this Final Order on (a) counsel for Chase, Platzer, Swergold, Levine, Goldberg, Katz & Jaslow, LLP, 475 Park Avenue South, New York, NY 10022, Attn.: Clifford A. Katz, Esq.; (b) counsel for the City, Leopold, Gross & Sommers, P.C., 16 Court Street, Ste. 1903, Brooklyn, NY 11241, Attn.: Paul R. Gross, Esq.; (c) William K. Harrington, United States Trustee for Region 2, 201 Varick Street, New York, NY

10014, Attn.: Andrea B. Schwartz, Esq.; (d) the Debtor's 20 largest unsecured creditors; (e) any official committee of unsecured creditors appointed in this case; and (f) all persons who have filed a request for notice and service of papers in this case.

Dated: New York, New York  
October 25, 2017

/s/ Sean H. Lane  
UNITED STATES BANKRUPTCY JUDGE

# EXHIBIT A

**Profit & Loss**

**October through December 2017**

	<u>Week of Oct 1</u>	<u>Week of Oct 8</u>	<u>Week of Oct 15</u>	<u>Week of Oct 22</u>
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
<b>Sales</b>	17,000.00	15,000.00	17,000.00	11,000.00
<b>Total Income</b>	<u>17,000.00</u>	<u>15,000.00</u>	<u>17,000.00</u>	<u>11,000.00</u>
<b>Cost of Goods Sold</b>				
<b>Purchases</b>	6,970.00	6,150.00	6,970.00	4,510.00
<b>Total COGS</b>	<u>6,970.00</u>	<u>6,150.00</u>	<u>6,970.00</u>	<u>4,510.00</u>
<b>Gross Profit</b>	<u>10,030.00</u>	<u>8,850.00</u>	<u>10,030.00</u>	<u>6,490.00</u>
<b>Expense</b>				
<b>6110 - Salaries &amp; Wages</b>		4,480.00		5,320.00
<b>6150 - Payroll Taxes</b>		515.20		611.80
<b>6130 - Professional Fees</b>				
<b>6210 - Rent Expense</b>	15,000.00			
<b>6220 - Utilities</b>				1,020.00
<b>6230 - Telephone</b>				130.70
<b>6240 - Carting Expense</b>				81.66
<b>6250 - Security Alarm</b>				
<b>6260 - Repairs and Maintenance</b>	50.00			
<b>6310 - Store Supplies</b>	225.00		225.00	
<b>Chase</b>	1,500.00			1,500.00
<b>6410 - Merchant Fees</b>	611.00			
<b>7102 Bank Service Charges</b>	25.38			
<b>7210 - Insurance</b>				
<b>6160 - NY Disability Insurance</b>				
<b>7211 - Workers' Compensation</b>	680.00			
<b>7212 - Liability Insurance</b>	469.76			
<b>Total 7210 - Insurance</b>	<u>1,149.76</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
<b>Total Expense</b>	<u>18,561.14</u>	<u>4,995.20</u>	<u>225.00</u>	<u>8,664.16</u>
<b>Net Ordinary Income</b>	<u>-8,531.14</u>	<u>3,854.80</u>	<u>9,805.00</u>	<u>-2,174.16</u>
<b>Net Income</b>	<u><b>-8,531.14</b></u>	<u><b>3,854.80</b></u>	<u><b>9,805.00</b></u>	<u><b>-2,174.16</b></u>

**Profit & Loss**

**October through December 2017**

	<u>Week of Oct 29</u>	<u>Week of Nov 5</u>	<u>Week of Nov 12</u>	<u>Week of Nov 19</u>	<u>Week of Nov 26</u>
<b>Ordinary Income/Expense</b>					
<b>Income</b>					
<b>Sales</b>	16,800.00	13,000.00	13,800.00	10,700.00	16,700.00
<b>Total Income</b>	<u>16,800.00</u>	<u>13,000.00</u>	<u>13,800.00</u>	<u>10,700.00</u>	<u>16,700.00</u>
<b>Cost of Goods Sold</b>					
<b>Purchases</b>	6,888.00	5,330.00	5,658.00	4,387.00	6,847.00
<b>Total COGS</b>	<u>6,888.00</u>	<u>5,330.00</u>	<u>5,658.00</u>	<u>4,387.00</u>	<u>6,847.00</u>
<b>Gross Profit</b>	<u>9,912.00</u>	<u>7,670.00</u>	<u>8,142.00</u>	<u>6,313.00</u>	<u>9,853.00</u>
<b>Expense</b>					
<b>6110 · Salaries &amp; Wages</b>		3,220.00		4,900.00	
<b>6150 · Payroll Taxes</b>		370.30		563.50	
<b>6130 · Professional Fees</b>					
<b>6210 · Rent Expense</b>	15,000.00				
<b>6220 · Utilities</b>					1,207.00
<b>6230 · Telephone</b>					130.70
<b>6240 · Carting Expense</b>					81.66
<b>6250 · Security Alarm</b>					
<b>6260 · Repairs and Maintenance</b>	50.00				
<b>6310 · Store Supplies</b>	200.00				200.00
<b>Chase</b>					
<b>6410 · Merchant Fees</b>	420.00				
<b>7102 Bank Service Charges</b>	25.38				
<b>7210 · Insurance</b>					
<b>6160 · NY Disability Insurance</b>					
<b>7211 · Workers' Compensation</b>			246.60		
<b>7212 · Liability Insurance</b>	469.76				
<b>Total 7210 · Insurance</b>	<u>469.76</u>	<u>0.00</u>	<u>246.60</u>	<u>0.00</u>	<u>0.00</u>
<b>Total Expense</b>	<u>16,165.14</u>	<u>3,590.30</u>	<u>246.60</u>	<u>5,463.50</u>	<u>1,619.36</u>
<b>Net Ordinary Income</b>	<u>-6,253.14</u>	<u>4,079.70</u>	<u>7,895.40</u>	<u>849.50</u>	<u>8,233.64</u>
<b>Net Income</b>	<u><u>-6,253.14</u></u>	<u><u>4,079.70</u></u>	<u><u>7,895.40</u></u>	<u><u>849.50</u></u>	<u><u>8,233.64</u></u>

**Profit & Loss**

**October through December 2017**

	<u>Week of Dec 3</u>	<u>Week of Dec 10</u>	<u>Week of Dec 17</u>	<u>Weel of Dec 24</u>	<u>Dec 31st</u>
<b>Ordinary Income/Expense</b>					
<b>Income</b>					
<b>Sales</b>	14,300.00	11,600.00	15,300.00	20,000.00	1,058.00
<b>Total Income</b>	<u>14,300.00</u>	<u>11,600.00</u>	<u>15,300.00</u>	<u>20,000.00</u>	<u>1,058.00</u>
<b>Cost of Goods Sold</b>					
<b>Purchases</b>	5,863.00	4,756.00	6,273.00	8,200.00	
<b>Total COGS</b>	<u>5,863.00</u>	<u>4,756.00</u>	<u>6,273.00</u>	<u>8,200.00</u>	<u>0.00</u>
<b>Gross Profit</b>	<u>8,437.00</u>	<u>6,844.00</u>	<u>9,027.00</u>	<u>11,800.00</u>	<u>1,058.00</u>
<b>Expense</b>					
<b>6110 · Salaries &amp; Wages</b>	2,464.00		6,776.00		
<b>6150 · Payroll Taxes</b>	283.36		779.24		
<b>6130 · Professional Fees</b>					
<b>6210 · Rent Expense</b>	15,000.00				
<b>6220 · Utilities</b>				1,040.40	
<b>6230 · Telephone</b>				130.70	
<b>6240 · Carting Expense</b>				81.66	
<b>6250 · Security Alarm</b>				146.98	
<b>6260 · Repairs and Maintenance</b>	50.00				
<b>6310 · Store Supplies</b>	250.00			250.00	
<b>Chase</b>	1,500.00				
<b>6410 · Merchant Fees</b>	379.40				
<b>7102 Bank Service Charges</b>	25.38				
<b>7210 · Insurance</b>					
<b>6160 · NY Disability Insurance</b>					
<b>7211 · Workers' Compensation</b>		246.60			
<b>7212 · Liability Insurance</b>					
<b>Total 7210 · Insurance</b>	<u>0.00</u>	<u>246.60</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
<b>Total Expense</b>	<u>19,952.14</u>	<u>246.60</u>	<u>7,555.24</u>	<u>1,649.74</u>	<u>0.00</u>
<b>Net Ordinary Income</b>	<u>-11,515.14</u>	<u>6,597.40</u>	<u>1,471.76</u>	<u>10,150.26</u>	<u>1,058.00</u>
<b>Net Income</b>	<u><b>-11,515.14</b></u>	<u><b>6,597.40</b></u>	<u><b>1,471.76</b></u>	<u><b>10,150.26</b></u>	<u><b>1,058.00</b></u>



**Profit & Loss**

October through December 2017

	<u>TOTAL</u>
<b>Ordinary Income/Expense</b>	
<b>Income</b>	
<b>Sales</b>	193,258.00
<b>Total Income</b>	<u>193,258.00</u>
<b>Cost of Goods Sold</b>	
<b>Purchases</b>	78,802.00
	0.00
<b>Total COGS</b>	<u>78,802.00</u>
<b>Gross Profit</b>	114,456.00
<b>Expense</b>	
<b>6110 · Salaries &amp; Wages</b>	27,160.00
<b>6150 · Payroll Taxes</b>	3,123.40
<b>6130 · Professional Fees</b>	0.00
<b>6210 · Rent Expense</b>	45,000.00
<b>6220 · Utilities</b>	3,267.40
<b>6230 · Telephone</b>	392.10
<b>6240 · Carting Expense</b>	244.98
<b>6250 · Security Alarm</b>	146.98
<b>6260 · Repairs and Maintenance</b>	150.00
<b>6310 · Store Supplies</b>	1,350.00
<b>Chase</b>	4,500.00
<b>6410 · Merchant Fees</b>	1,410.40
<b>7102 Bank Service Charges</b>	
<b>7210 · Insurance</b>	
<b>6160 · NY Disability Insurance</b>	0.00
<b>7211 · Workers' Compensation</b>	1,173.20
<b>7212 · Liability Insurance</b>	939.52
<b>Total 7210 · Insurance</b>	<u>2,112.72</u>
	0.00
	0.00
<b>Total Expense</b>	<u>88,934.12</u>
<b>Net Ordinary Income</b>	<u>25,521.88</u>
<b>Net Income</b>	<u><u>25,521.88</u></u>