

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA**

In Re:)	
)	Case No. 18-11918-R
Green Country Filter Manufacturing,)	Chapter 11
LLC,)	
Debtor.)	

**AMENDED
MOTION FOR ENTRY OF EXPEDITED INTERIM CASH
COLLATERAL ORDER AND FOR EXPEDITED HEARING**

Green Country Filter Manufacturing, LLC, an Oklahoma limited liability company, the Debtor and Debtor-In-Possession herein (the "*Debtor*"), respectfully requests this Court to enter the attached Interim Cash Collateral Order (the "*Order*") and to set an expedited hearing thereon as follows:

1. On September 24, 2018 (the "*Petition Date*"), Debtor filed a Voluntary Petition for relief under Chapter 11 of the Bankruptcy Code. Since the Petition Date, Debtor has continued to operate its business and manage its affairs as a Debtor-In-Possession pursuant to 11 U.S.C. §§ 1107 and 1108. The Debtor will not use any Cash Collateral until the entry of the Order.

2. The Debtor has a need to use cash collateral on an emergency interim basis and on a permanent basis. Debtor has communicated with IBC Bank, its primary secured lender as more particularly described in the Order ("*Lender*") and attempted to negotiate an agreed interim order for the use of cash collateral but has not as of the filing of this Motion been successful. Given the urgent need for the immediate use of cash collateral, the Debtor requests this Court enter the Order as an interim order subject to final approval after additional notice.

4. The Debtor has an ongoing need to use cash collateral and submits the Order for this Court's consideration and entry. The attached proposed Order is substantially in the form the Debtor

will present to the Court at the hearing subject to further negotiations in the interim. A proposed interim cash collateral budget will be presented to the Court at the hearing.

5. Debtor therefore requests this Court set an expedited hearing on this Motion and upon conclusion thereof, approve the use of cash collateral on an interim emergency basis pursuant to Fed. R. Bankr. P. 4001(b)(2) by entry of an order substantially in the form of the attached proposed Order.

6. The Debtor believes that the terms of the Order are reasonable and appropriate considering the facts and circumstances present in this case.

7. Debtor also requests this Court enter directions to the Debtor to provide notice by facsimile or email to the 20 largest unsecured creditors and all other appropriate parties, as a part of its order setting the expedited hearing requested hereby.

WHEREFORE, Debtor prays the Court set an expedited hearing on this Motion and enter an order approving the use of cash collateral on an interim emergency basis pursuant to Fed. R. Bankr. P. 4001(b)(2) by entry of an order substantially in the form of the attached proposed Order.

Dated this 24th day of September, 2018.

Respectfully submitted,

/s/ Mark A. Craige

Mark A. Craige, OBA No. 1992
Michael R. Pacewicz, OBA No. 18794
-Of the Firm-
CROWE & DUNLEVY
500 Kennedy Building
321 South Boston Avenue
Tulsa, Oklahoma 74103-3313
Telephone: 918.592.9800
Facsimile: 918.592.9801
mark.craige@crowedunlevy.com
michael.pacewicz@crowedunlevy.com

Attorneys for Debtor-In-Possession

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA**

In Re:)	
)	Case No.
Green Country Filter)	
Manufacturing, LLC)	Chapter 11
)	
Debtor.)	

**INTERIM ORDER AUTHORIZING USE OF CASH COLLATERAL,
NOTICE TO FILE OBJECTIONS AND SETTING FINAL HEARING**

This contested matter concerns the *Motion for Authority to Use Cash Collateral and Request for Expedited Hearing* (the “*Motion*”) of Debtor-In-Possession, Green Country Filter Manufacturing, LLC (“*Debtor*”), filed on September 24, 2018 [Doc. #___], seeking the entry of an interim order authorizing Debtor to use Cash Collateral (as hereafter defined) in which its secured creditor, IBC Bank (“*Lender*”), claims an interest. Debtor appears by its attorney, Mark A. Craige of Crowe & Dunlevy, P.C. Other parties appeared at the hearing as reflected in the record of the hearing. After consideration of the statements of counsel and hearing the evidence presented, the Court hereby FINDS and CONCLUDES as follows:

A. On September 24, 2018 (the “*Petition Date*”), Debtor filed a Voluntary Petition for relief under Chapter 11 of the Bankruptcy Code.^a Since the *Petition Date*, Debtor has continued to operate its business and manage its affairs as a Debtor-In-Possession pursuant to §§ 1107 and 1108. Prior to the entry of this Interim Order, Debtor has not used any Cash Collateral.

B. This Court has jurisdiction over this proceeding and the parties and property affected hereby pursuant to 28 U.S.C. §§ 1334 and 157. The filing of the *Motion* commenced a

^a Unless otherwise indicated, all chapter and section references are to the Bankruptcy Code, 11 U.S.C. §§ 101-1532. “Rule” references are to the Federal Rules of Bankruptcy Procedure, and “Civil Rule” references are to the Federal Rules of Civil Procedure. References to “LBR” are to the Local Rules of Bankruptcy Practice of the United States Bankruptcy Court for the Northern District of Oklahoma.

core proceeding as defined in 28 U.S.C. § 157. Venue is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409.

C. Debtor is an Oklahoma limited liability company organized for purposes of operating a manufacturing services business.

D. Lender is an Oklahoma banking corporation advancing loans from time to time to the Debtor under various notes, security agreements and other such agreements typical in a commercial lending transaction (collectively, the "*Loan Agreement*").

E. The Lender contends it holds valid, enforceable and allowable claims, as defined at § 101, against Debtor in the approximate amount of \$410,000.00, plus any and all interest, fees (including, without limitation, legal fees), expenses, and other obligations and liabilities of Debtor pursuant to the Loan Agreement (*the "Prepetition Indebtedness"*).

F. The Lender contends it holds properly perfected first in priority liens and security interests in all of Debtor's cash, accounts, equipment, general intangibles and other personal property including (without limitation) proceeds (collectively, the "*Prepetition Collateral*"). The Debtor does not believe there are any parties claiming any valid and perfected liens, claims or encumbrances to be prior in time or superior in priority to any of the Prepetition Collateral.

G. The Lender contends it has perfected its liens and security interests in the Prepetition Collateral by virtue of certain documents executed and delivered by Debtor, and documents filed with the appropriate state and county filing offices (collectively, the "*Perfection Documents*").

H. Debtor has a cash need for the purposes of meeting necessary expenses incurred in the ordinary course of operating its business, including, but not limited to, payroll and all taxes related thereto, overhead and other post-petition expenses necessary to maintain Debtor's

operations. Debtor is without sufficient funds to meet such ordinary and necessary expenses without the use of that portion of the Prepetition Collateral that constitutes cash, negotiable instruments, securities, deposit accounts, or any form of cash equivalents whenever acquired including (without limitation) all proceeds, products, rents or profits of the Prepetition Collateral whether existing before or after the commencement of this case (collectively, the “*Cash Collateral*”).

I. Currently, the Debtor is not aware of any legal or factual basis to dispute the Prepetition Indebtedness or the Lender's lien claims as to the Prepetition Collateral. The entry of this Interim Order is without prejudice to any party objecting to any of the relief granted herein on a permanent basis.

J. Sufficient and adequate notice of the Motion and the hearing on the Motion has been given pursuant to Rules 2002, 4001(b) and 9006, and as required by §§ 102, 361, 362 and 363 and any order of the Court regarding notice.

K. Good cause has been shown for the entry of this Interim Order only on a temporary, interim basis. Among other things, entry of this Interim Order will afford Debtor an opportunity to maintain the value of its assets in the best available manner and is in the best interests of Debtor, its creditors and Debtor's estate.

Accordingly, **IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:**

1. Subject to the terms and conditions hereinafter set forth, Debtor is hereby authorized to use Cash Collateral in an amount not to exceed \$_____ for the period September ____, 2018, through June ____, 2019 pursuant to the budget attached hereto as Exhibit “A” and incorporated herein (the “*Budget*”) to pay those actual and necessary ordinary

course operating expenses necessary to avoid immediate and irreparable harm to the Debtor's bankruptcy estate pursuant to the terms of this Interim Order.

2. Upon approval of the Motion and this Interim Order, Debtor is authorized to use Cash Collateral and pay those amounts listed on the Budget and any Approved Subsequent Budget (as hereafter defined). Debtor shall submit to Lender by the 15th day of each month preceding the month for which the budget applies (commencing October 15, 2018) monthly budgets for each month that the Debtor is a Debtor-In-Possession in this bankruptcy case (the "*Subsequent Budgets*"). Debtor is authorized to use Cash Collateral for the calendar month consistent with the Subsequent Budgets and this Order unless Lender notifies Debtor's counsel in writing delivered via this Court's CM/ECF system and to the other parties requesting notice herein of its objection to any line item of expense set forth in the Subsequent Budget within five (5) business days of receiving a Subsequent Budget. In the event Lender notifies Debtor in writing of its objection to a line item set forth in a Subsequent Budget, Debtor shall not use Cash Collateral during the period covered by such Subsequent Budget with respect to such line item without express authorization from this Court or the withdrawal of such objection by Lender. Notwithstanding an objection by Lender to a line item of a Subsequent Budget, Debtor may use Cash Collateral to pay expenses represented in other line items of the Subsequent Budget to which no objection is advanced by Lender. Those line items in a Subsequent Budget to which Lender has interposed no objection shall be referred to as an "*Approved Subsequent Budget*." Lender may consent in writing to the use of Cash Collateral for purposes and/or in amounts different than or in addition to the items set forth in the Budget or a Subsequent Budget and any such additional permitted use of Cash Collateral shall be subject to all of the provisions hereof, including, without limitation, every form of the adequate protection provided to Lender

hereunder to the same extent as if such additional use was shown on the Budget or a Subsequent Budget. In the event the Lender and the Debtor are unable to resolve a timely objection regarding any Subsequent Budget, then either party may request an expedited hearing thereupon by filing a request for such with this Court, whereupon this Court may set the matter for hearing as its docket may allow. The Court finds that in such event, no more than three (3) business days' notice shall be required for an expedited hearing.

3. All post-petition funds received by Debtor in any manner derived or related to the Prepetition Collateral, including but not limited to the Cash Collateral, shall be deposited into the Debtor's DIP operating accounts and used only for purposes of Debtor making those payments authorized by this Interim Order.

4. Unless otherwise approved by the Court upon a duly entered order, disbursements during the term of this Interim Order shall not exceed the gross amount of the total stated in the Budget subject to a ten percent (10%) variance for the total budgeted, provided however, that the specific line items in the Budget shall not be binding or constitute a restriction upon the use of Cash Collateral.

5. Debtor shall use Cash Collateral solely in accordance with the Budget or an Approved Subsequent Budget, or as otherwise ordered by the Court, or as agreed to in writing by Lender.

6. Debtor shall cooperate and comply with any reasonable request by Lender to monitor Debtor's compliance with the terms of this Interim Order.

7. Debtor contends the value of the Pre-petition Collateral as of the Petition Date is substantially less than the Prepetition Indebtedness. Specifically, the Debtor contends the total current value of its equipment, accounts, inventory and cash on hand is approximately

\$150,000.00 (the “*Collateral Value*”). As security for the use of Cash Collateral and to provide Lender with adequate protection with respect to any decrease in the value of Lender’s interest in Prepetition Collateral or Cash Collateral such that the value thereof is less than the Collateral Value, Debtor hereby grants in favor of Lender a continuing, valid, automatically perfected lien and security interest of a first priority in and upon Debtor’s right, title and interest in and to all of its property, including the proceeds, products, or profits therefrom, of every kind and nature, whether real or personal, tangible or intangible, whether now or hereafter existing and whether owned, acquired, possessed or controlled before, on or after the Petition Date, and wherever located, including accounts, fixed assets, machinery, equipment, fixtures, furniture, accessions and additions thereto, insurance proceeds, products, and goods, now in existence or hereafter created and all proceeds, accessions thereto, substitutions and replacements and all tangible assets acquired by the Debtor post-petition other than claims or causes of action arising under Sections 544-550 of the Bankruptcy Code (collectively, the “*Post-petition Collateral*”). The replacement liens granted herein to the Lender upon the Post-petition Collateral shall secure the Prepetition Indebtedness only to the extent that the Debtor’s use of Cash Collateral is determined to cause a diminution in the Collateral Value. The Debtor may only use Cash Collateral to the extent that the reported Collateral Book Value (as defined below) exceeds \$150,000.00.

8. As additional adequate protection, the Debtor shall pay to the Lender a cash payment in the amount of \$1,000.00 monthly, with the first of such payments due on October ____, 2018 and the same day of each month thereafter until further order of this Court.

9. Upon entry of this Interim Order, the security interests and liens granted to Lender by virtue of this Order shall be valid, perfected and enforceable against all entities and parties,

without regard to applicable federal, state or local filing requirements or statutes calling for filing or recording. Lender shall not be required to file financing statements or any other instruments or documents in any jurisdiction, or take any other action in order to validate or perfect the security interests and liens granted to Lender by this Order. This Interim Order shall be the means of, and sufficient evidence of, such validation and perfection. If Lender shall, in its sole discretion, choose to file such financing statements or instruments or documents, or otherwise confirm perfection of such security interests and liens: (a) Lender is authorized to effect such filings and recordings, and any such financing statement regardless of the time of actual filing or recording, shall be deemed to have been filed or recorded at the time and date and simultaneously with the Petition Date; and (b) Debtor is authorized and directed to execute and deliver such agreements, instruments and other documents, including (without limitation) pledges and Uniform Commercial Code financing statements. Such filing or recording made to confirm perfection of such security interest and lien shall not be deemed to be a violation of the automatic stay imposed by § 362(a) of the Bankruptcy Code, and the automatic stay is modified to permit such filings and recordings to the extent applicable.

10. Subject to the terms and conditions set forth in this Interim Order, the Lenders agree to a carve out from their Collateral for the payment of (i) fees payable to the United States Trustee pursuant to 28 U.S.C. § 1930 and (ii) any fees due to the Clerk of the Bankruptcy Court.

11. All accrued, but unpaid professional fees of the Debtor and the Official Committee of Unsecured Creditors, if any is appointed, that are allowed by the Court (collectively, the “*Estate Professionals*”) shall not be paid under this Interim Order. Upon entry of a Final Order whereby this Interim Order becomes a final order, professional fees and expenses of Estate Professionals that are approved by a duly entered order of this Court shall be

paid first from any prepetition retainers and otherwise from the Professional Fee Escrow Account (as described below). The retainer held by the attorneys for the Debtor was paid from exempt funds of Carla Bray-Coffey, are not Cash Collateral and shall not be subject to any of the liens granted by this Interim Order. The Debtor shall fund the Professional Fee Escrow Account from cash on hand but only to the extent such cash exceeds the amounts necessary to maintain the Collateral Book Value and to pay expenses authorized in the Budget (the “*Excess Cash*”). Estate Professionals shall provide the Debtor with a customary monthly invoice showing accrued professional fees and expenses (the “*Invoiced Amounts*”) and the Debtor shall fully fund the Professional Fee Escrow Account for all Invoiced Amounts but only from Excess Cash. The Professional Fee Escrow Account may only be funded by cash in excess of the amounts necessary to maintain the Collateral Book Value and as such shall not be subject to any liens granted in this Order. The Debtor shall establish a separate DIP depository account to serve as the Professional Fee Escrow Account and all funds therein shall be at all times segregated from any other accounts, to be used only as set forth in this Order. To avoid any ambiguity, the Professional Fee Escrow Account and all funds therein shall not be subject to any liens, claims or encumbrances except for Court approved claims of Estate Professionals.

12. As additional adequate protection to Lender, Debtor shall continue to maintain, with financially sound and reputable insurance companies, insurance coverage in amounts and against such risks as reasonably required by Lender with such insurance policies reflecting Lender as loss payee.

13. Debtor shall, as a partial means of providing Lender with adequate protection: (a) provide Lender with copies of all documents that Lender may reasonably request concerning the revenues, assets, costs and liabilities of Debtor, including copies of all monthly operating

reports filed by Debtor in this bankruptcy case. In addition, the Debtor shall report to the Lender on the ___ day of each calendar month beginning on the ___ day of October, 2018, the book value of its assets in the aggregate and by discrete line items as to the cash, reconciled bank balances, accounts receivable and all other assets (in the aggregate, the “*Collateral Book Value*”). For purposes of said report, the value of the accounts receivable shall be the net value of aged accounts receivable not more than 90 days old.

14. Unless otherwise agreed to by Lender or ordered by the Bankruptcy Court, the liens, rights and security interests granted to Lender pursuant to this Interim Order and the priority of Lender’s security interests and liens granted herein or any subsequent order authorizing the use of cash collateral shall not be modified, altered, extended, impaired or affected in any manner by any plan of reorganization, or liquidation, or by any order of confirmation for Debtor, or any other financing or extensions of credit, or incurring of debt of Debtor pursuant to § 364 of the Bankruptcy Code or otherwise; and such priority in payment, lien, mortgage and security interest shall maintain their priority as provided by this Interim Order until Lender is indefeasibly satisfied for the entire amount of Cash Collateral used by Debtor .

15. The occurrence of any of the following shall constitute an event of default under this Interim Order, whether with or without notice of any kind to Debtor by Lender, and Lender shall have no obligation to provide any notice of any such occurrence: (i) any material default, violation or breach of any of the terms of this Interim Order by Debtor; (ii) conversion of Debtor’s case to a case under Chapter 7 of the Bankruptcy Code; (iii) the appointment of a trustee herein; and (iv) the dismissal of this bankruptcy case; (any of the foregoing events of

default being referred to herein, individually, as an “*Event of Default*” and, collectively, as “*Events of Default*”).

16. Upon the occurrence of an Event of Default set forth in paragraph 15 above, then after giving at least seven (7) days’ notice in writing delivered via this Court’s CM/ECF system to the other parties requesting notice herein (a “*Notice of Default*”): (i) Debtor’s authority to use Cash Collateral and any and all obligations of Lender under this Interim Order shall terminate; (ii) Lender shall not be obligated to take title to any of the Prepetition Collateral in the pursuit of its rights and remedies; and (iii) Lender shall not be obligated to, but may, in its sole discretion, and only upon its written consent, allow the use of Cash Collateral. Consent of Lender allowing Debtor to use Cash Collateral after an Event of Default shall not constitute a waiver, limitation or modification of any of Lender’s rights and remedies pursuant to this Interim Order and applicable law. All of the protections granted to Lender under this Interim Order shall be available upon any use of Cash Collateral by Debtor without regard to whether there has been an Event of Default or Lender has approved such use.

17. Upon filing of a Notice of Default, the Debtor may file pleadings with the Court to dispute the allegation by the Lender that an Event of Default has occurred or to request any other relief and may request an expedited hearing thereupon (a “*Default Dispute*”). If a Default Dispute is timely filed and an expedited hearing is requested thereupon, then no default shall be deemed to have occurred until the Court enters an order resolving the Default Dispute.

18. Consistent with the terms of this Interim Order and the Budget or any Approved Subsequent Budget, Debtor shall (a) make any and all payments necessary to keep its property operating and in good repair and condition and shall not permit or commit any waste thereof, (b) maintain all of its property in good condition and repair, not commit any waste thereof and

make all necessary replacements thereof, and operate the same properly and efficiently, and (c) preserve and maintain all patents, licenses, privileges, franchises, certificates and the like necessary for the operation of its business.

19. This Interim Order and the entry thereof shall not affect or establish the validity or enforceability of Lender's prepetition liens and security interests in the Prepetition Collateral.

20. The entry of this Interim Order shall not prejudice or limit the rights of Lender or any other party to seek protection or relief with respect to Cash Collateral or to file and pursue a motion to modify the automatic stay in order to foreclose on Prepetition Collateral or take other actions in this bankruptcy case.

21. Nothing in this Interim Order shall in any way restrict or limit the scope of prepetition liens, security interests or claims or otherwise adversely affect the Perfection Documents.

22. To the extent permitted by law, the provisions of this Interim Order shall be binding upon and inure to the benefit of Lender, Debtor, their respective successors and assigns including any trustee hereinafter appointed as a representative of the estate herein, or of the estate in any subsequent proceedings under the Bankruptcy Code, and all creditors of Debtor and other parties in interest.

23. If any or all of the provisions of this Interim Order are hereafter modified, vacated, or stayed, such modification, vacation, or stay shall not affect (a) the validity of any obligation, indebtedness, or liability incurred by Debtor to Lender before the effective date of such modification, vacation, or stay; or (b) the validity or enforceability of any security interest, mortgage, lien, priority or other protection authorized or created hereby. Notwithstanding any such modification, vacation, or stay, the Cash Collateral actually used by Debtor before the

effective date of such modification, vacation, or stay shall be governed in all respects by the original provisions of this Interim Order, and Lender shall be entitled to all the rights, remedies, privileges, and benefits granted herein.

24. Lender may request the Court to provide other protections for the benefit of Lender as a condition to the continued use by Debtor of the Cash Collateral.

25. The automatic stay arising under § 362 of the Bankruptcy Code is vacated and modified to the extent necessary to permit Lender and Debtor to implement the provisions of this Interim Order.

26. This Court hereby expressly retains jurisdiction over all persons and entities, co-extensive with the powers granted to this Court under the Bankruptcy Code and jurisdictional laws of the United States, to enforce the terms of this Interim Order and to adjudicate any and all disputes in connection therewith.

27. Debtor is hereby authorized and directed to perform all acts, take any action, and execute and comply with the terms of such other documents, instruments, and agreements, as Lender may reasonably require as evidence of and for the protection of the Prepetition Collateral, Cash Collateral, and the Post-petition Collateral, or that may be otherwise deemed necessary by Lender to effect the term and conditions of this Interim Order.

28. This Interim Order is has been entered on expedited basis as an interim order pursuant to Rule 4001(b)(2) and all relief granted herein, including but not limited to the granting of any and all liens and priority claims is expressly subject to final approval at a hearing to be held as provided herein below. The entry of this Interim Order shall not prejudice or limit the rights of any other party to seek relief or otherwise dispute the nature, extent and validity of the relief granted herein or the Lender's prepetition security interest and liens or the

claims secured thereby or any liens or claims granted herein until such time as this Interim Order shall become a final order as provided below. Upon final approval of this Interim Order, all liens or claims granted Lender herein shall be binding and enforceable as to all parties to this case.

**NOTICE TO FILE OBJECTIONS
AND FINAL HEARING**

Notice is hereby given that a hearing to consider final approval of this Interim Order shall be held on the ___ day of _____, 2018 in Courtroom No. __, 224 South Boulder Avenue, Tulsa, Oklahoma, on the ___ day of _____, 2018, at _____ o'clock __.m. (the "*Hearing*"). If you oppose or object to any relief granted in this Interim Order, you must file a written objection with the Clerk of this Court on or before the ___ day of _____, 2018.

Your rights may be affected. You should read this document carefully and consult your attorney about your rights and the effect of this document. If you do not want the Court to grant the requested relief, or you wish to have your views considered, you must file a written response or objection to the requested relief with the Clerk of the United States Bankruptcy Court for the Northern District of Oklahoma, 224 South Boulder, Tulsa, Oklahoma 74103, no later than the ___ day of _____, 2018. You should also mail a file-stamped copy of your response or objection to the undersigned movant/movant's attorney [and others who are required to be served] and file a certificate of service with the Court. You must attend the Hearing to present your objection and otherwise comply with this Court's local rules and procedures. If you fail to file a timely response or appear at the Hearing, the Court may grant final approval of this Interim Order without consideration of your position.

Dated this ___ day of September, 2018.

Submitted by:

CROWE & DUNLEVY, P.C.

/s/ Michael R. Pacewicz

Mark A. Craige, OBA No. 1992

Michael A. Pacewicz, OBA No. 18794

500 Kennedy Building

321 South Boston Avenue

Tulsa, Oklahoma 74103-3313

Telephone: 918.592.9800

Facsimile: 918.592.9801

mark.craige@crowedunlevy.com

michael.pacewicz@crowedunlevy.com

Attorneys for Debtor Green Country Filter Manufacturing, LLC

EXHIBIT “A”

PROJECTED REVENUE \$ 285,680.00

OVERHEAD

AEP-ELEMENT SHOP ELECTRIC \$ 179.18

AEP-MAIN SHOP \$ 455.00

AEP-MAIN SHOP EXTRA METER \$ 250.00

ATT-WIRELESS \$ 658.88

CITY OF TULSA-WATER \$ 122.00

Compsource (Workers Comp) \$ 3,166.12

COX-BUSINESS PHONE/INTERNET \$ 613.22

CULLIGAN \$ 78.33

DELL ONLINE \$ 302.16

FRANKLIN BROWN (RENT) \$ 3,185.00

JANITORIAL \$ 600.00

McLemore Ins. (Product Liab) \$ 2,784.13

Magic Refrigeration \$ 231.18

OFFICE SUPPLIES \$ 500.00

STATE FARM-AUTO INS \$ 871.88

THE HARTFORD-Property/Casualty \$ 533.62

UNITED HEALTHCARE \$ 5,122.64

WASTE MANAGEMENT - WASTE
DISPOSAL \$ 307.08

PRODUCTION

LABOR/OUTSIDE SERVICES

PIECE WORK \$ 26,000.00

Shop Help \$ 5,600.00

Manufacturing/Filter Consulting \$ 3,750.00

PAYROLL EXPENSE

Salaried Employees \$ 48,652.00

Employer SS/MC Match \$ 2,960.00

Payroll Administration Expense \$ 848.00

AMSE Code Compliance Fees	\$ 4,500.00
Raw Materials - Filters	\$ 78,385.18
Raw Materials - Elements	\$ 5,500.00
Raw Materials - Philpotts	\$ 10,400.00
Consumables-Filters	\$ 6,580.00
Name Plates	\$ 1,410.00
Casting Molds	\$ 9,713.22
Rental Equipment (Forklift, Welders, Building)	\$ 8,264.91
Welding Supplies	\$ 2,500.00
Misc. Expenses	\$ 3,500.00
Total Expenses	\$ 238,523.73