

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF RHODE ISLAND**

In re: 241 Main Street, Inc.
Debtor-In-Possession

Bk No: 1:17-bk-11392
Chapter 11

**PROPOSED INTERIM ORDER (I) AUTHORIZING CONTINUED USE OF CERTAIN
CASH COLLATERAL POST-PETITION (II) PROVIDING ADEQUATE PROTECTION
TO PREPETITION SECURED PARTY (III) MODIFYING THE AUTOMATIC STAY**

On December 11, 2017, 241 Main Street, Inc., as debtor and debtor in possession, (the “Debtor”) filed a Motion for entry of an order (the “Order”) authorizing the use of continued cash collateral (as defined below) pursuant to section 363 of title 11 of the United States Code (the “Bankruptcy Code”), ordering adequate protection for any diminution in value including modification of the automatic stay pursuant to Bankruptcy Code section 361, 362, 363 and 507; and in accordance with Rule 4001 (b) (2) and (d) (3) of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”). The Court having considered the Motion, including, without limitation, the Budget (as hereinafter defined); the Debtor’s representation that the budget will be adequate to pay all administrative expenses due and payable during the period covered by the Budget; the pleadings filed with the Court; the proceedings held before the Court and no objections having been filed.

After due deliberation and consideration and good and sufficient cause appearing therefor,

THE COURT HEREBY FINDS THAT:¹

A. Petition Date. On August 10, 2017 (the “Petition Date”), the Debtor filed a voluntary petition under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Rhode Island (the “Chapter 11 Case”).

B. Debtor in Possession. The Debtor is continuing in the management and operation of its business and property as debtor in possession pursuant to sections 1107 and 1108 of the Bankruptcy Code.

C. Jurisdiction and Venue. This Court has jurisdiction, pursuant to 28 U.S.C. § 1334, over these proceedings, and over the persons and property affected hereby. Consideration of the Motion constitutes a “core proceeding” under 28 U.S.C. § 157(b)(2). Venue for the Chapter 11 Case appears proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409.

D. Trustee or Examiner. No request has been made for the appointment of a trustee or examiner.

E. Notice. Notice of the Hearing and the relief requested in the Motion has been given to: (1) the United States Trustee for the District of Rhode Island (the “U.S. Trustee”); (2) counsel to RBS Citizens, N.A. (“Citizens”); (3) counsel to Rewards Network Establishment Services, Inc., (“Rewards Network”); (4) counsel to Sysco Boston, LLC (“Sysco”); (5) counsel to NextWave Enterprises, LLC (“NextWave”) hereinafter collectively referred to as (“Secured Creditors”); and (6) the 20 Largest Unsecured Creditors. Given the nature of the relief sought, this Court concludes that sufficient and adequate notice of the Motion, the relief requested therein and this Order has been given pursuant to Bankruptcy Rules 2002, 4001(b) and (d) and 9014 and section 102(1) of the Bankruptcy Code as required by section 361 and 363 of the

¹ The findings of fact and conclusions set forth herein constitute this Court’s findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014.

Bankruptcy Code, and that no further notice of, or hearing on, the relief sought in the Motion and the relief granted herein is necessary or required.

F. Prepetition Documents. Debtor's Representations:

1. **Citizens**. On or about December 19, 2012, Citizens appears to hold a first priority lien position with a security interest against the restaurant receipts and any and all personal property related to said receipts, accounts, equipment, inventory and general intangibles. Based on the estimated value of the all of the Debtor's assets, cash and receivables on the petition date, it appears that Citizens is entitled to adequate protection of a post-petition rollover replacement lien against the Debtor's assets to the same extent, priority and validity of its pre-petition lien in amount equal to the diminution in value of the prepetition collateral.

2. **Rewards Network**.

a) Rewards Network is a company that provides incentives and rewards to its members through its loyalty programs based upon member purchases or "dines" at participating restaurants. Rewards Network provides marketing and advertising of its participating restaurants to its member base in order to encourage members to dine at the participating restaurants. Rewards Network also contracts with participating restaurants and purchases future accounts receivables generated by Rewards Network's members as well as other customers.

b) On July 27, 2016, the Debtor and its affiliates executed and delivered to Rewards Network a Receivables Purchase And Marketing Agreement (the "Rewards Network Agreement"), whereby Rewards Network purchased certain future credit card receivables (the "Receivables") and agreed to provide marketing and other services to the Debtor.

c) Pursuant to the Rewards Network Agreement, upon receipt of the Purchase Price (as defined in the Rewards Network Agreement), Rewards Network became the owner of the Receivables, and the Debtor would have no ownership rights in the Receivables.

d) Pursuant to the terms of the Rewards Network Agreement, and to secure all obligations owing by the Debtor to Rewards Network the Debtor granted Rewards Network a valid and perfected blanket lien and security interest in all of the Debtor's personal property, tangible and intangible, wherever located, including but not limited to the following:

"[A]ll . . . equipment, furniture, artwork, inventory, instruments, investment property, documents, general intangibles, deposits, contract rights, trade names, trademarks, patents, supporting obligations, payment intangibles, chattel paper, commercial tort claims, licenses, liquor licenses, permits, franchise agreements, payments due from credit card and bank card companies or processors, accounts receivable, accounts, leases, deposit accounts, refunds of bonds, monies due or to become due from the State Liquor Authority and/or State Division of Alcoholic Beverage Control and, to the extent not listed above as original collateral, all products and proceeds of all of the Collateral in whatever form"

(the " Rewards Network Collateral"). The Rewards Network Collateral includes all accounts receivable, cash on hand, inventory, all proceeds and all other cash collateral of the Debtor, as defined in 11 U.S.C. § 363(a).

e) To perfect its interest in the Rewards Network Collateral (including all cash collateral) on August 1, 2016, Rewards Network caused a UCC Financing Statement to be filed with the State of Rhode Island (the "UCC Financing Statement"). The Rewards Network Agreement, the UCC Financing Statement, and any and all amendments to any of the foregoing, as well as all other documents evidencing, securing, or relating to the Rewards Network Agreement, may be referred to collectively herein as the "Rewards Network Documents".

f) Accordingly, Rewards Network appears to hold a third priority lien position and security interest in all of the Rewards Network Collateral, including all assets and proceeds that are "cash collateral" within the meaning of Bankruptcy Code § 363(a). The Rewards Network Collateral that constitutes cash collateral is referred to herein as the "Rewards

Network Cash Collateral." The Rewards Network Cash Collateral also secures repayment of the obligations owing from the Debtor to Rewards Network. Based on the estimated value of the all of the Debtor's assets, cash and receivables on the petition date, it appears that Rewards Network is wholly unsecured and not entitled to adequate protection payments on an interim basis.

Subject to the provisions of 506(a), Rewards Network is entitled to adequate protection of a post-petition rollover replacement lien against the debtor's assets to the same extent, priority and validity of its pre-petition lien in amount equal to the diminution in value of the prepetition collateral.

3. Sysco. On or about September 6, 2016, Sysco obtained a security interest in the Debtor's cash collateral and filed a UCC-1 financing statement. Sysco appears to hold a fourth priority lien position against the Debtor's pre-petition collateral. As of the date of filing, the prepetition balance due Sysco appears to be \$6,527.84. Based on the estimated value of the all of the Debtor's assets, cash and receivables on the petition date, it appears that Sysco is wholly unsecured and therefore not entitled to adequate protection payments at this time.

Subject to the provisions of 506(a), Sysco is entitled to adequate protection of a post-petition rollover replacement lien against the Debtor's assets to the same extent, priority and validity of its pre-petition lien in an amount equal to the diminution in value of the prepetition collateral.

4. NextWave. The Debtor is indebted to NextWave pursuant a Merchant Agreement. NextWave holds a security interest in the Debtor's cash collateral which appears to be in a fifth position priority based upon a UCC-1 financing statement that was filed on December 9, 2016, with the Rhode Island Secretary of State. NextWave's security interest is in the cash collateral generated from the restaurant receipts and any and all personal property related to said receipts, accounts, equipment, inventory and general intangibles pursuant to said UCC-1 financing

statement. Pursuant to the terms of the Merchant Agreement, NextWave loaned \$60,000.00 to Debtor in exchange for a purchase of \$82,200.00 in Debtor's future receivables. The balance due under the Merchant Agreement as of the bankruptcy filing date appears to be \$60,000.00. Based on the estimated value of the all of the Debtor's assets, cash and receivables on the petition date, it appears that NextWave is wholly unsecured and therefore not entitled to adequate protection payments at this time. Subject to the provisions of 506(a), NextWave is entitled to adequate protection of a post-petition rollover replacement lien against the same collateral to the same extent, priority and validity of its pre-petition lien in an amount equal to the diminution in value of the prepetition collateral.

G. No Determination of Prepetition Liens and Collateral.

Nothing contained herein shall constitute a determination by the Court as to the validity and/or priority of the asserted pre-petition liens of Citizens, Rewards Network, Sysco or NextWave.

H. Cash Collateral. For purposes of this Order, "Cash Collateral" has the meaning set forth in § 363(a) of the Bankruptcy Code and includes (a) all funds of the Debtor, any funds on deposit or maintained in any account as of the Petition Date; (b) all cash proceeds of the Prepetition Collateral received after the Petition Date.

I. Adequate Protection. Pursuant to 11 U.S.C. 506(a) Citizens, Rewards Network, Sysco and NextWave (hereinafter collectively referred to as "Secured Creditors") are entitled to receive adequate protection to the to the same extent of any diminution in the value of their respective interests in the Prepetition Collateral (the "Diminution in Value") resulting from the use, consumption or shrinkage of the prepetition collateral pursuant to sections 361, 362 and 363 and 506(a) of the Bankruptcy Code.

J. Use of Cash Collateral. Unless otherwise ordered by this Court, after notice and a hearing, the Debtor's continuing use of the Secured Creditors' Cash Collateral shall be solely upon the protections, terms and conditions provided for in this Order.

Based upon the foregoing findings and conclusions, the Motion and the record before this Court with respect to the Motion, and good and sufficient cause appearing therefore,

NOW THEREFORE, IT IS HEREBY ORDERED THAT:

1. Motion Granted. The Motion is granted pursuant to Bankruptcy Code section 363(c)(2)(A) as set forth herein, and the use of the Secured Creditors' Cash Collateral is authorized, subject to the terms of this Order. Any objections to the Motion with respect to the entry of this Order that have not been withdrawn, waived or settled are hereby denied and overruled.

2. Authorization to Use Cash Collateral; Budget Restraints. Subject to the terms and conditions of this Order, the Debtor is authorized to use the Cash Collateral solely and exclusively for the ordinary and necessary operations set forth in the budget attached hereto as Exhibit 1 (the "Budget") up to and including January 25, 2018; or (b) the occurrence and continuation of a "Termination Event." A Termination Event shall constitute any of the following:

- (a) the Chapter 11 Case shall be dismissed or converted to a case under Chapter 7 of Bankruptcy Code or the Debtor shall file a motion or other pleading seeking the dismissal of the Chapter 11 Case pursuant to § 1112 of the Bankruptcy Code or otherwise; or
- (b) a Trustee under Chapter 11 of the Bankruptcy Code, a responsible officer, or an Examiner with enlarged powers relating to the operation of the business (powers beyond those set forth in § 1106(a)(3) and (4) of the Bankruptcy Code) under § 1106(b) of the Bankruptcy Code shall be appointed or elected in the Chapter 11 Case.

- (c) Relief from the automatic stay is granted under § 362 as to the Collateral.
- (d) The Debtor ceases to operate.
- (e) The Debtor fails to comply with the provisions of this Order, including any use of Cash Collateral.

Notwithstanding a “Termination Event,” the Debtor shall be authorized to use the Cash Collateral to pay any obligations that were incurred in the ordinary course of business prior to a Termination Event, so long as such obligation is authorized under the Budget.

3. Events of Default: In the event that the Debtor defaults under any of the terms of this Order, and shall fail to cure said default within seven (7) days after the sending of a written notice of default by Citizens, the Debtor’s authorization to use Cash Collateral shall terminate upon the conclusion of said seven (7) day period. Events of default shall include, but are not limited to the following events:

- a. An application shall be filed by the Debtor for approval to incur debt to third parties, other than unsecured credit in the ordinary course of business, and an order shall be entered authorizing such application;
- c. Failure to perform the Adequate Protection Obligations; or
- d. The loss, theft, damage or destruction of any Prepetition Collateral unless fully covered by insurance.
- e. Citizens may waive in writing any Event of Default.

4. Adequate Protection. Citizens is entitled, under § 363(e) of the Bankruptcy Code to the adequate protection for any diminution in its Cash Collateral.

The Court will permit the Debtor's use of the Cash Collateral, subject to and expressly conditioned upon the granting of: (a) an adequate protection payment of \$214.00 every month to Citizens beginning on Friday, August 18, 2017.

(a) Post Petition Lien/Replacement Lien. Pursuant to Sections 361, 363(e) and 506(a) of the Bankruptcy Code, to the extent of any diminution in value which may result from the Debtor's use of Cash Collateral. Secured Creditors are hereby granted post-petition liens and security interests (the "Replacement Liens") on all of the same types of Debtor's business assets of the estate, whether acquired prior to, concurrently with or after the filing of the petition commencing the Debtor's Chapter 11 case, against which Secured Creditors held a security interest and/or liens as of the Petition date, as well as a claim under 11 U.S.C. § 507(b); provided, however, that no such liens or claims shall attach to any proceeds of any claims or causes of action asserted by the Debtor, an subsequently appointed estate representative, or any trustee for the Debtor, pursuant to Sections 544, 547, 548, 549, 550, 551, and 553 of the Bankruptcy Code. Secured Creditors' Replacement Liens to the extent of their value pursuant to 506(a) granted under this Order shall maintain the same priority, validity and enforceability as their respective pre-petition security interest/liens, and shall be valid and perfected without the need for the execution or filing of any further document or instrument otherwise required to be executed or filed under applicable non-bankruptcy law.

5. Modification of Automatic Stay. Nothing herein shall prevent Secured Creditors from seeking, for cause shown, to terminate the use of Cash Collateral or otherwise to obtain

relief from the automatic stay or to assert any other rights, claims, remedies, or defenses available to it.

6. Reporting. Continuing from October 26, 2017, and for each week thereafter, the Debtor shall continue to provide, to Secured Creditors and the United States Trustee (a) an actual-to-budget report for the prior week period; and (b) an aged report of accounts receivable and post-petition accounts payable.

7. Payment Notification. The Debtor shall provide to counsel for Citizens proof of Debtor's adequate protection payment upon request.

8. All Acts. The Debtor is authorized to perform all acts and to make, execute and deliver any and all instruments as may be reasonably necessary to implement the terms and conditions of this Order and the transactions contemplated hereby.

9. Rights Preserved. Notwithstanding anything herein to the contrary, the entry of this Order is without prejudice to, and does not constitute a waiver of any of the rights of Secured Creditors and the Debtor under the Bankruptcy Code or under non-bankruptcy law, including, without limitation, the right to (i) request modification of the automatic stay of section 362 of the Bankruptcy Code, (ii) request dismissal of the Chapter 11 Case, conversion of the Chapter 11 Case to a case under chapter 7 of the Bankruptcy Code, or appointment of a chapter 11 trustee or examiner with expanded powers, or (iii) propose, subject to the provisions of section 1121 of the Bankruptcy Code, a chapter 11 plan or plans. Other than as expressly set forth in this Order, any other rights, claims or privileges (whether legal, equitable or otherwise) of Secured Creditors and the Debtor are preserved.

10. Claims Objection. Nothing contained herein shall prejudice the right of the Debtor or any committee, for a period of ninety (90) days from the entry of this Order, to file a

complaint pursuant to Bankruptcy Rule 7001, or any other appropriate pleading, with respect to the extent, validity, perfection or enforceability of Secured Creditors' pre-petition liens or any other claims whatsoever against Secured Creditors, including claims arising from or related to the fees, charges, interest, commissions and expenses chargeable by Secured Creditors pursuant to the terms of their respective loan documents, Merchant Agreement or the Rewards Network Agreement. If such complaint or pleading is not so timely filed, the respective security interest and liens of Secured Creditors' in their pre- petition collateral shall be recognized as valid, binding, allowed and in full force and effect with respect to all parties in this proceeding, including, without limitation, any Chapter 11 Trustee, successor Chapter 11 Trustee, or any Chapter 7 Trustee appointed hereafter, subject only to the right of the Debtor, any committee, any subsequently appointed estate representative or such Chapter 11 or Chapter 7 Trustee to seek a determination of the value of the pre-petition collateral as of the Petition Date and whether Secured Creditors are entitled to post-petition interest, fees and costs pursuant to Section 506(b).

11. No Waiver by Failure to Seek Relief. The failure of the Debtor or Secured Creditors to seek relief or otherwise exercise their rights and remedies under this Order, the loan documents, the Merchant Agreement, the Rewards Network Agreement or applicable law, as the case may be, shall not constitute a waiver of any of the rights hereunder, thereunder, or otherwise of the Debtor, or Secured Creditors.

12. Binding Effect of Order. Immediately upon entry by this Court (notwithstanding any applicable law or rule to the contrary), the terms and provisions of this Order shall become valid and binding upon and inure to the benefit of the Debtor and Secured Creditors and all other creditors of the Debtor, any Court-appointed committee appointed in the Chapter 11 Case, and

all other parties in interest and their respective successors and assigns, including any trustee or other fiduciary hereafter appointed in the Chapter 11 Case.

13. Survival. The provisions of this Order and any actions taken pursuant hereto shall survive entry of any order which may be entered: (a) converting the Chapter 11 Case to a case under chapter 7 of the Bankruptcy Code; (b) dismissing the Chapter 11 Case or any successor case; (c) discharging the Debtor; or (d) pursuant to which this Court abstains from hearing any of the Chapter 11 Case or successor case. The terms and provisions of this Order shall continue in the Chapter 11 Case, in any successor case, or following dismissal of the Chapter 11 Case or any Successor case, and Secured Creditors shall maintain their priority as provided by this Order until the indefeasible payment in full of all their respective Prepetition Secured Obligations, notwithstanding the expiration of the period set forth in the Budget and subject to entry of the Final Order, or any earlier termination of the Debtor’s authorization to use Cash Collateral.

14. Effect of this Interim Order. This Interim Order shall constitute findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052 and shall take effect and be enforceable immediately upon execution hereof.

15. Retention of Jurisdiction. This Court has and will retain jurisdiction to enforce this Order according to its terms.

ENTER:
PR _____

PER ORDER:
Diane Finkle 12/22/2017

Dated: 12/22/2017

Weekending Date	11/4/17	Actual 11/04/17	11/11/17	Actual 11/11/17	11/18/17	Actual 11/18/17	11/25/17	12/2/17	12/9/17	12/16/17	12/23/17	12/30/17	1/6/18	1/13/18	1/20/18	1/27/18
Beginning Cash Balance:		7921.44		5421.44		8566.58										
Cash Receipts	16,000.00	11,064.40	16,000.00	12,302.45	16,000.00	10,479.98	16,000.00	11,000.00	11,000.00	11,000.00	11,000.00	11,000.00	11,500.00	11,500.00	11,500.00	11,500.00
Sales Tax/Meals & Bev.	1,200.00	885.97	1,200.00	985.18	1,200.00	839.41	1,200.00	850.00	1,200.00	850.00	1,200.00	850.00	900.00	900.00	900.00	900.00
Cash Disbursements:																
Cost of Goods	5,300.00	5,022.51	5,300.00	3,560.57	5,300.00	2,088.15	5,300.00	3,800.00	3,800.00	3,800.00	3,800.00	3,800.00	3,800.00	3,800.00	3,800.00	3,800.00
Payroll	4,400.00	4,195.65	4,400.00	4,164.15	4,400.00	4,261.43	4,400.00	4,500.00	4,500.00	4,500.00	4,500.00	4,500.00	4,500.00	4,500.00	4,500.00	4,500.00
Bookkeeper	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00
Cleaning Supplies	10.00	46.10	10.00	38.00	10.00	226.58	10.00	10.00	10.00	10.00	10.00	10.00	10.00	10.00	10.00	10.00
Linen Supplies	70.00		70.00		70.00		70.00	70.00	70.00	70.00	70.00	70.00	70.00	70.00	70.00	70.00
Office Supplies	10.00		10.00		10.00		10.00	10.00	10.00	10.00	10.00	10.00	10.00	10.00	10.00	10.00
Restaurant Supplies		75.88		30.00				20.00	20.00	20.00	20.00	20.00	20.00	20.00	20.00	20.00
Paper Supplies	50.00	26.71	50.00	79.92	50.00	96.12	50.00	10.00	10.00	10.00	10.00	10.00	10.00	10.00	10.00	10.00
Bar Supplies	200.00		200.00		200.00		200.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
Kitchen Supplies	25.00		25.00	59.00	25.00		25.00	10.00	10.00	10.00	10.00	10.00	10.00	10.00	10.00	10.00
Management Fee	1,200.00		1,200.00	1,200.00	1,200.00		1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00
Restaurant Rent	2,000.00	1,949.44						1,949.44					1,949.44			
Sales Tax/M&B (Escrow)	1,200.00		1,200.00		1,200.00	1,300.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00
Sales Tax/M&B (Arrearage)	1,000.00		1,000.00		1,000.00	4,421.50	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00
Cable	100.00		100.00		100.00		100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
Electric	500.00		500.00	537.56	500.00		100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
Gas	20.00		20.00	42.15	20.00		20.00	20.00	20.00	20.00	20.00	20.00	20.00	20.00	20.00	20.00
Telephone	45.00		45.00		45.00		45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00
Water/Sewer	100.00		100.00		100.00		100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
Trash Removal	35.00		35.00		35.00		35.00	35.00	35.00	35.00	35.00	35.00	35.00	35.00	35.00	35.00
Cleaning Maintenance	15.00		15.00		15.00		15.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00
Repairs & Maintenance	45.00		45.00		45.00		45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00
Licenses & Permits		1,585.00														
Dues & Subscriptions						11.00									11.00	
Bank Fees	10.00	63.71	10.00		10.00		10.00	10.00	10.00	10.00	10.00	10.00	10.00	10.00	10.00	10.00
Credit Card Fees	175.00	1,107.22	175.00		175.00		175.00	175.00	175.00	175.00	175.00	175.00	175.00	175.00	175.00	175.00
Payroll Fees	40.00	39.00	40.00	39.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00
Sales Tax/M&B	1,100.00		1,100.00		1,100.00		1,100.00	1,100.00	1,100.00	1,100.00	1,100.00	1,100.00	1,100.00	1,100.00	1,100.00	1,100.00
Cash Shortage/Overages	20.00	139.15	20.00	192.14	20.00	158.70	20.00	20.00	20.00	20.00	20.00	20.00	20.00	20.00	20.00	20.00
Gift Cards								40.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00
Insurance - W.C.	200.00		200.00		200.00		200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00
Insurance - GL/LL/CL	260.00		260.00		260.00		260.00	260.00	260.00	260.00	260.00	260.00	260.00	260.00	260.00	260.00
Total Disbursements:	18,330.00	14,450.37	16,330.00	10,142.49	16,330.00	12,803.48	15,930.00	16,384.44	14,435.00	14,435.00	14,435.00	14,435.00	16,384.44	14,435.00	14,446.00	14,435.00
Net Cash Inflow/Outflow:	-1,130.00	-2,500.00	870.00	3,145.14	870.00	-1,484.09	1,270.00	-4,534.44	-2,235.00	-2,585.00	-2,235.00	-2,585.00	-3,984.44	-2,035.00	-2,046.00	-2,035.00
Cash Balance:		5,421.44		8,566.58		7,082.49										

I declare under penalty of perjury (28 U.S.C. Section 1746) that this report is true and correct to the best of my knowledge and belief.

Date: 12/7/2017

Printed Name: Scott Parker

Signature:

