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

In re: )  
 ) Case No. 18-20449  
COBRA WELL TESTERS, LLC, ) Chapter 11  
 )  
Debtor )

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**AGREEMENT FOR USE OF CASH COLLATERAL AND ADEQUATE  
PROTECTION**

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Pursuant to 11 U.S.C. § 363(c)(2) and (e), debtor and debtor in possession, **COBRA WELL TESTERS, LLC**, a Wyoming limited liability company (“Debtor”), and **ANB Bank** (“Lender”), hereby stipulate and agree:

**RECITALS**

A. Debtor filed a Voluntary Petition under Chapter 11 on May 31, 2018 (the “Petition Date”). Debtor continues to operate its business as a debtor in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

B. Given that Lender asserts it has a perfected first priority security interest in substantially all of Debtor’s pre-petition assets, and given Debtor’s obligations under Bankruptcy Code §§ 363(c)(2) and (e), Debtor has requested that Lender consent to Debtor’s use of Lender’s

collateral, including cash collateral (as defined in Bankruptcy Code § 363(a)), as contemplated by Bankruptcy Code § 363(c)(2)(A).

C. Lender is willing to consent Debtor using the Collateral (defined below), including Cash Collateral (defined below) in which Lender has a perfected security interest, but only on the specific terms and conditions set forth in this Agreement.

D. Lender extended a loan, designated Loan No. 0011904205 (the “Loan”), to Debtor’s owners. The Loan is evidenced by various written loan documents and is secured by, among other things, a Commercial Security Agreement (the “Security Agreement”), wherein Debtor granted to Lender a security interest in substantially all of Debtor’s assets (the “Collateral”). Lender’s security interest is perfected by UCC Financing Statements filed with the Wyoming Secretary of State and described on Exhibit 1.

E. The documents, instruments and writings evidencing the Loan are collectively referred to as the “Loan Documents.”

F. Debtor’s owners, Nick and Yavette Bailey, are the makers of the Loan. Debtor guaranteed the Loan.

G. Lender asserts that the Loan balance was **\$1,457,890.90** as of the Petition Date; that amount does not include pre-petition costs of collection, including attorneys’ fees.

H. The Collateral includes equipment; it also includes lease payments and cash (collectively, the “Cash Collateral”).<sup>1</sup>

I. As noted on Exhibit 1, Debtor’s assets are subject to liens in favor of the United States. Lender asserts its liens are senior to the liens of the United States on all assets of the Debtor, excluding titled vehicles.

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<sup>1</sup> Debtor and Lender disagree as to the value of the Collateral at this time. As a result, whether Lender’s claim on account of the Loan is an over-secured claim entitled to the rights contained in Bankruptcy Code § 506(b) is not presently determined.

J. In addition to the Cash Collateral, Debtor's continued use of Lender's Collateral may cause such other Collateral to decrease in value and Debtor acknowledges that Lender is entitled to compensation for such decrease in the value of such other Collateral.

K. Moreover, Debtor intends to sell and/or use its present equipment during the pendency of this Chapter 11 case.

L. Debtor desires to enter into this Agreement in order for Lender to consent to Debtor's use of the Cash Collateral and the other Collateral.

### **AGREEMENT**

IN CONSIDERATION OF the foregoing Recitals and the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lender and Debtor hereby stipulate and agree as follows:

1. Lender consents to Debtor's use of the Collateral, including Cash Collateral, but only on the terms and conditions set forth herein. Lender reserves the right to withdraw its consent to such use in the event that the Bankruptcy Court enters an order in connection with the approval or attempted approval of this Agreement which contains any provision to which Lender does not consent.

2. Debtor is authorized, pursuant to § 363 of the Bankruptcy Code, to receive, collect and use Cash Collateral under § 363 of the Bankruptcy Code, but only in strict accordance with the Budget, attached hereto as Exhibit 2. Debtor shall maintain its Debtor in Possession bank accounts at Lender and all revenues, payments and collections shall be deposited solely at Lender in Debtor's DIP account.

3. For so long as Debtor remains in compliance with the terms of this Agreement, the Budget and the order approving this Agreement (which order shall be acceptable to Lender in

its sole discretion), Debtor shall be authorized and entitled to use the Collateral, including Cash Collateral. Debtor shall provide to Lender copies of receipts and invoices paid, upon Lender's request. Debtor shall make payments to Lender in the amount of \$17,000 on each of October 1, November 1 and December 1, 2018, and January 1, 2019 and the United States in the amount of \$5,000 on each of October 7, November 7 and December 7, 2018, and January 7, 2019. Additionally, rent payments shall be delivered directly to Lender. On the fifth day of each of November and December 2018 and January 5, 2019, Debtor shall pay to Lender an amount equal to the difference between budgeted expenses and actual expenses during the previous month up to \$4,800.00. Provided rent payments are delivered to Lender, Lender shall continue the foreclosure sale on Debtor's location to January 2019. To the extent this Section 3 differs from the Budget, attached hereto as Exhibit 2, this Section 3 shall control.

4. In accordance with Bankruptcy Code § 361(2), Debtor hereby grants, assigns and pledges to Lender, *nunc pro tunc* to the Petition Date, valid, first priority and automatically perfected post-petition replacement liens and security interests in all property which Debtor or this estate had as of, or may acquire after, the Petition Date and upon which Lender did not have a perfected lien or security interest (with the exception of any avoiding powers or causes of action possessed by Debtor's estate under 11 U.S.C. §§ 544, 545, 547, 548, and 549) (the "Replacement Collateral"), subject only to statutory tax liens to the extent provided by applicable non-bankruptcy law, in the amount and only to the extent of a diminution in the value of the Collateral, including the Cash Collateral, following the Petition Date. The liens and security interests granted hereunder as adequate protection shall be automatically valid, perfected and enforceable against the Replacement Collateral as of the Petition Date and thereafter without

further filing or recording of any document or instrument or the taking of any further action, including but not limited to the filing of UCC Financing Statements.

5. Lender shall be entitled to request a super-priority administrative expense claim under § 507(b) of the Bankruptcy Code to the extent that the provision of adequate protection by virtue of the provision of replacement liens, monthly payments and security interests are insufficient to compensate for any diminution in the value of Lender's interest in the Collateral measured as of the Petition Date. Except to the extent otherwise provided herein, the super-priority administrative claim shall at all times be senior to the rights of all other creditors (except statutory tax lien creditors which may have existed pre-petition or items actually paid by Debtor with Cash Collateral or proceeds thereof pursuant to this Agreement), Debtor, or any trustee in this or any subsequent proceeding under the United States Bankruptcy Code irrespective of and notwithstanding the provisions of § 726(b) of the United States Bankruptcy Code. The replacement liens and security interests of Lender and the proceeds thereof in Replacement Collateral granted to Lender pursuant to this Agreement and any super-priority administrative expense claim awarded or afforded to Lender hereunder shall be subordinate and subject to the payment of any fees owed pursuant to 28 U.S.C. § 1930(a)(6), and subject to any post-petition expenses paid during the course of the Chapter 11 case (the "Carve-Out"). Subject and subordinate to the Carve-Out, no priority claims or costs of administration in this case or any conversion of these proceedings pursuant to § 1112 of the Bankruptcy Code, or any other proceeding related hereto, shall be prior to or on a parity with Lender's claims against Debtor arising from the aforementioned use of the Collateral, including the Cash Collateral.

6. Debtor shall execute any and all documents Lender reasonably requests concerning the transaction specified herein, including but not limited to notes, security agreements, and financing statements.

7. Lender shall be given at least 10 days' prior written notice and an opportunity for a hearing prior to the granting to any other person or entity of any lien or security interest in any property in which Lender possesses a security interest which is senior or equal to the liens of Lender. In the event any such equal or senior security interest or lien is granted to any such other person or entity in the same collateral subject to Lender's liens, the proceeds of any loan or extension of credit secured by any such senior or equal security interest or lien shall be applied first in payment to Lender in reduction of indebtedness and obligations owing by Debtor to Lender, unless otherwise ordered by Court Order.

8. As adequate protection hereunder, Debtor shall turnover to Lender all sales proceeds of the sale of any equipment sold and upon which Lender has a perfected first priority security interest and lien, net of any broker fee approved by Lender and the Court. Moreover, Debtor shall make the payments to Lender as specified in this Agreement. Debtor shall turnover to the United States the net sales proceeds from the sale from the titled vehicles upon which the United States has a perfected first priority security interest and lien. Debtor agrees to use its best efforts to sell the assets not leased as of the date of this Agreement ("Other Assets") as quickly as possible for the maximum value possible, provided however the one sand trap and one separator are excluded from the definition Other Assets and provided further that if the sand trap and the separator are not leased on or before November 30, 2018, then they will be treated as Other Assets. Without limiting the foregoing, no later than October 15, 2018, Debtor shall propose to Lender a detailed plan for the orderly sale of the assets, which plan must be acceptable to Lender

acting reasonably and include, but not be limited to, (a) the names of each broker(s) and/or purchaser(s) that will be selling or purchasing, respectively, specific assets, (b) the specific assets each broker and/or purchaser will be selling or purchasing, (c) the terms of such broker arrangement(s) and/or purchasing terms, and (d) the assets to be sold by auctioneering company selected by Debtor and approved by Lender. Without limiting the foregoing, in the event any Other Assets are not sold by December 31, 2018, Debtor will proceed with auctioning such remaining Other Assets with the consent of Lender and court order with the application to employ filed by January 15, 2019.

9. Debtor shall timely provide to Lender all periodic reports and information, including but not limited to reports regarding Collateral (and Cash Collateral) (specifically including at least a monthly listing and aging of accounts,), financial statements, evidence of insurance, debtor-in-possession reports, all documents specified in any loan agreement between Lender and Debtor, and all other information reasonably requested by Lender to enable Lender to be informed regarding indebtedness and obligations owing to Lender by Debtor, the Collateral and Debtor's operations. Without limiting the foregoing, Debtor shall have a call with representatives of Lender at least once per week for the duration of this Agreement to update Lender on the status of the sale of Cobra's assets, lease of Cobra's assets and any other information requested by Lender. All information provided to Lender pursuant to such conversations shall be deemed to be given under penalty of perjury.

10. Representatives of Lender may conduct reasonable inspection of Debtor's books, records, and operations, interview officers and employees of Debtor, on Debtor's premises, and take an inventory of Lender's Collateral, at reasonable times and in such manner as to not

materially interfere with Debtor's operations. Lender shall be authorized to make and take away copies of any such books and records.

11. Debtor agrees to maintain adequate general liability and property insurance on the Collateral. A copy of the insurance policy covering said assets and showing Lender as loss payee for any loss to the assets will be supplied to Lender promptly after the mutual execution of this Agreement.

12. In the event any other person or entity hereafter seeks an order from the United States Bankruptcy Court pursuant to §§ 361, 362, 363, 364, or 365 of the Bankruptcy Code, Lender shall be given notice hereof and Lender shall have an opportunity to be heard prior to the entry of any such order.

13. Any sale of all or any portion of the Collateral or the Replacement Collateral shall be subject to Bankruptcy Code § 363 and Lender reserve its rights with respect to any such sale, including the right to credit bid.

14. Debtor's right to use Cash Collateral and Lender's pre-petition Collateral hereunder shall terminate automatically and without action by any person on the earlier of (a) January 15, 2019, which date may be extended by mutual agreement of Lender and Debtor in writing without the need to obtain further Court Order; or (b) the occurrence of one of the following events:

a. Entry of an order under Bankruptcy Code § 1112, including conversion of this case to a case under Chapter 7 or dismissal of this case;

b. Entry of an order under Bankruptcy Code § 1104, appointing a Chapter 11 Trustee in this case, provided that Lender may in writing elect to continue this Agreement following appointment of a Chapter 11 trustee;



c. Entry of an order under Bankruptcy Code § 362(d) in favor of any person other than Lender with respect to any of the Collateral or materially affecting Lender's liens;

d. Failure of Debtor to maintain insurance on the Collateral and Replacement Collateral as required by this Agreement;

e. Entry of an order under Bankruptcy Code § 364 granting any person a lien on any assets of the estate equal to or senior to Lender's liens, without the Lender's express prior written consent or Court Order;

f. Closing of a sale of any of the Collateral under Bankruptcy Code § 363 with the amounts owing under the Loan Documents and this Agreement not being paid in full from the sale proceeds or the net sale proceeds if a court approved broker is employed in connection with such sale; and

g. Failure to comply with the Budget, provided that Debtor may vary from the terms of the Budget without seeking prior written consent from Lender by the amount of five percent (5%) on any line item per month.

h. Upon the occurrence of a default as set forth hereinabove or failure to comply with this Agreement or the Order approving this Agreement, Lender shall provide notice of such default to Debtor with a copy to the United States Trustee and counsel to the United States. Debtor shall have a period of seven (7) calendar days from emailing of the notice of such default to cure or request a hearing before the Court to determine whether a default has indeed occurred. If Debtor does not request a hearing or cure the asserted default within the stated seven (7) calendar days, Debtor's right under this Agreement to use the Cash Collateral subject to Lender's security interest shall terminate (unless Debtor has otherwise obtained an Order

authorizing use of Cash Collateral). The cure period provided in this subparagraph (h) does not apply to subsections (a), (b), (c), (e) and (f).

15. Leases executed after the date of this Agreement shall be subject to Lender prior review, and shall be on terms no less favorable to Debtor than those set forth in the existing leases.

16. Nothing contained herein shall preclude Lender or Debtor from making appropriate requests of this Court for such other or further relief as shall from time to time be necessary for adequate protection of Lender's interest, including its security interests in the Collateral and Replacement Collateral. Lender's agreement to the provisions herein shall not constitute an admission by Lender that Debtor should continue operation of its business or that there is a reasonable likelihood of Debtor's successful reorganization. The automatic stay provided by § 362(a) of the Bankruptcy Code, to the extent applicable, shall be deemed vacated or modified as necessary to implement the provisions of this Agreement, but this provision shall not mean nor be interpreted to mean that Lender shall be entitled to foreclose on the Collateral or Replacement Collateral without first obtaining an order under Bankruptcy Code § 362(d) with an opportunity for Debtor.

17. This Agreement shall be binding upon and inure to the benefit of Lender, Debtor, and their respective successors and assigns, including any trustee subsequently appointed in this case or any conversion of this case under the United States Bankruptcy Code to Chapter 7.

18. Debtor shall give notice and an opportunity for hearing to all creditors and parties in interest entitled to notice in accordance with Bankruptcy Rule 4001(d) of the execution of this Agreement and Motion seeking approval thereof.

19. Debtor shall seek approval of this Agreement and authorization to enter and perform the terms hereof. Debtor shall seek approval *nunc pro tunc* to the Petition Date.

20. This Agreement may be executed in any number of counterparts, and may be executed in original or facsimile transmission signatures. All such counterparts, taken together, shall constitute a single agreement.

21. This Agreement shall be governed by Wyoming law except to the extent otherwise governed by Bankruptcy law.

22. Except as otherwise modified by this Agreement, the Loan Documents remain in full force and effect and are hereby incorporated in this Agreement.

25. Any notice or report required to be sent or furnished under this Agreement shall be in writing and transmitted via email as follows, and shall be deemed received immediately upon transmission:

a. **If to Debtor:**

COBRA WELL TESTERS, LLC  
ATTN: Yavette Bailey  
Email: vbailey@cobrawelltesters.com

**With a copy to:**

Bradley T. Hunsicker  
Markus Williams & Young LLC  
Email: BHunsicker@markuswilliams.com

b. **If to Lender:**

ANB Bank  
ATTN: Tim Anderson  
Email: Timothy.Anderson@ANBbank.com

**With a copy to:**

Duncan Barber  
Shapiro Bieging Barber Otteson LLP  
Email: dbarber@sbbolaw.com

And

Patricia Pogge  
ANB Bank  
Email: (PPogge@sturmgroup.com)

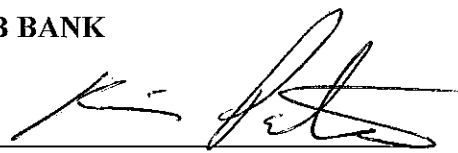
DATED this 26<sup>th</sup> day of September, 2018.

**Accepted and Agreed:**

**COBRA WELL TESTERS, LLC**

**ANB BANK**

By: \_\_\_\_\_  
Name: Yavette Bailey  
Title: Managing Member

By:  \_\_\_\_\_  
Name: Kevin Painter  
Title: Wyoming Regional President

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**Exhibit 1 to**

**AGREEMENT FOR USE OF CASH COLLATERAL AND ADEQUATE PROTECTION**

**List of Wyoming UCC Financing Statements  
 Chronological Summary of Liens**

<b>No.</b>	<b>Secured Party</b>	<b>Document</b>	<b>Filing Date</b>	<b>Reception #</b>
1	ANB Bank	UCC 1 Financing Statement and 1 Amendment	5/6/14	2014- 56674540
2	IRS	UCC 1 Financing Statement and 1 Amendment	7/28/15	2015- 60217327
3	ANB Bank	UCC 1 Financing Statement	6/13/16	2016- 62734538
4	ANB Bank	UCC 1 Financing Statement	1/20/17	2017- 64384446
5	IRS	UCC 1 Financing Statement	8/15/17	2017- 66085132
6	IRS	UCC 1 Financing Statement	2/7/18	2018- 67482650
7	IRS	UCC 1 Financing Statement	3/20/18	2018- 67855037

**Exhibit 2 to**

**AGREEMENT FOR USE OF CASH COLLATERAL AND ADEQUATE PROTECTION**

**Cash Collateral Budget**

**Cobra Well Testers LLC**  
**90-day Cash Flow Projections**  
**Starting Cash :\$33,718.32**

Income:	INCOME	Lease Date	19-Sep	26-Sep	3-Oct	10-Oct	17-Oct	24-Oct	31-Oct	7-Nov	14-Nov	21-Nov	28-Nov	5-Dec	12-Dec	19-Dec	26-Dec	2-Jan	9-Jan	16-Jan
	Starting Cash		\$33,718.32																	
	KLX Energy Services	6/23/2018	\$280.00	\$280.00	\$280.00	\$280.00	\$280.00	\$280.00	\$280.00	\$280.00	\$280.00	\$280.00	\$280.00	\$280.00	\$280.00	\$280.00	\$280.00	\$280.00	\$280.00	\$280.00
	PSI Energy	7/18/2018	\$2,450.00	\$2,450.00	\$2,450.00	\$2,450.00	\$2,450.00	\$2,450.00	\$2,450.00	\$2,450.00	\$2,450.00	\$2,450.00	\$2,450.00	\$2,450.00	\$2,450.00	\$2,450.00	\$2,450.00	\$2,450.00	\$2,450.00	\$2,450.00
	6g Green Completions	7/6/2018	\$ 280.00	\$ 280.00	\$ 280.00	\$ 280.00	\$ 280.00	\$ 280.00	\$ 280.00	\$ 280.00	\$ 280.00	\$ 280.00	\$ 280.00	\$ 280.00	\$ 280.00	\$ 280.00	\$ 280.00	\$ 280.00	\$ 280.00	\$ 280.00
	6g Green Completions	7/18/2018	\$ 875.00	\$ 875.00	\$ 875.00	\$ 875.00	\$ 875.00	\$ 875.00	\$ 875.00	\$ 875.00	\$ 875.00	\$ 875.00	\$ 875.00	\$ 875.00	\$ 875.00	\$ 875.00	\$ 875.00	\$ 875.00	\$ 875.00	\$ 875.00
	Assist Consulting, LLC	4/30/2018	\$ 5,000.00		\$ 5,000.00		\$ 5,000.00		\$ 5,000.00		\$ 5,000.00		\$ 5,000.00		\$ 5,000.00		\$ 5,000.00		\$ 5,000.00	
	Assist Consulting, LLC	7/26/2018	\$ 3,500.00		\$ 3,500.00		\$ 3,500.00		\$ 3,500.00		\$ 3,500.00		\$ 3,500.00		\$ 3,500.00		\$ 3,500.00		\$ 3,500.00	
	Assist Consulting, LLC	7/26/2018	\$ 5,000.00		\$ 5,000.00		\$ 5,000.00		\$ 5,000.00		\$ 5,000.00		\$ 5,000.00		\$ 5,000.00		\$ 5,000.00		\$ 5,000.00	
	Assist Consulting, LLC	7/26/2018	\$ 5,000.00		\$ 5,000.00		\$ 5,000.00		\$ 5,000.00		\$ 5,000.00		\$ 5,000.00		\$ 5,000.00		\$ 5,000.00		\$ 5,000.00	
	Covenant Testing Technologies, LLC	6/22/2018	\$ 1,400.00	\$ 1,400.00	\$ 1,400.00	\$ 1,400.00	\$ 1,400.00	\$ 1,400.00	\$ 1,400.00	\$ 1,400.00	\$ 1,400.00	\$ 1,400.00	\$ 1,400.00	\$ 1,400.00	\$ 1,400.00	\$ 1,400.00	\$ 1,400.00	\$ 1,400.00	\$ 1,400.00	\$ 1,400.00
	Covenant Testing Technologies, LLC	7/17/2018	\$ 875.00	\$ 875.00	\$ 875.00	\$ 875.00	\$ 875.00	\$ 875.00	\$ 875.00	\$ 875.00	\$ 875.00	\$ 875.00	\$ 875.00	\$ 875.00	\$ 875.00	\$ 875.00	\$ 875.00	\$ 875.00	\$ 875.00	\$ 875.00
	Ensign Testing Services (USA), Inc.	6/26/2018	\$ 1,680.00	\$ 1,680.00	\$ 1,680.00	\$ 1,680.00	\$ 1,680.00	\$ 1,680.00	\$ 1,680.00	\$ 1,680.00	\$ 1,680.00	\$ 1,680.00	\$ 1,680.00	\$ 1,680.00	\$ 1,680.00	\$ 1,680.00	\$ 1,680.00	\$ 1,680.00	\$ 1,680.00	\$ 1,680.00
	FMC Technologies, Surface Integrated Services, Inc.	7/9/2018	\$ 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	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00
	Ensign Testing Services (USA), Inc.	8/2/2018	\$ 245.00	\$ 245.00	\$ 245.00	\$ 245.00	\$ 245.00	\$ 245.00	\$ 245.00	\$ 245.00	\$ 245.00	\$ 245.00	\$ 245.00	\$ 245.00	\$ 245.00	\$ 245.00	\$ 245.00	\$ 245.00	\$ 245.00	\$ 245.00
	<b>TOTAL</b>		<b>\$26,620.00</b>	<b>\$8,120.00</b>	<b>\$26,620.00</b>	<b>\$8,120.00</b>	<b>\$26,620.00</b>	<b>\$8,120.00</b>	<b>\$26,620.00</b>	<b>\$8,120.00</b>	<b>\$26,620.00</b>	<b>\$8,120.00</b>	<b>\$26,620.00</b>	<b>\$8,120.00</b>	<b>\$26,620.00</b>	<b>\$8,120.00</b>	<b>\$26,620.00</b>	<b>\$8,120.00</b>	<b>\$26,620.00</b>	<b>\$8,120.00</b>

Expenses:	EXPENSES																			
	Analysis Charge		\$ 50.00				\$ 50.00				\$ 50.00			\$ 50.00					\$ 50.00	
	Rent			\$ 3,200.00					\$ 3,200.00					\$ 3,200.00					\$ 3,200.00	
	Payroll																			
	Rick Adams		\$ 1,929.29		\$ 2,000.00		\$ 2,000.00		\$ 2,000.00		\$ 2,000.00		\$ 2,000.00		\$ 2,000.00		\$ 2,000.00		\$ 2,000.00	
	Shop and Office		\$ 1,864.73		\$ 2,500.00		\$ 2,500.00		\$ 2,500.00		\$ 2,500.00		\$ 2,500.00		\$ 2,500.00		\$ 2,500.00		\$ 2,500.00	
	Utilities					\$ 1,800.00				\$ 1,800.00				\$ 1,800.00					\$ 1,800.00	
	Insurance				\$ 2,900.00				\$ 2,900.00					\$ 2,900.00					\$ 2,900.00	
	Equipment Maintenance		\$ 1,500.00			\$ 1,500.00				\$ 1,500.00				\$ 1,500.00					\$ 1,500.00	
	Payroll Taxes		\$ 2,230.96		\$ 1,900.00				\$ 1,900.00					\$ 1,900.00					\$ 1,900.00	
	Travel/Hauling			\$ 300.00			\$ 300.00			\$ 300.00				\$ 300.00					\$ 300.00	
	Fuel		\$ 220.00				\$ 220.00				\$ 220.00				\$ 220.00				\$ 220.00	
	Phone Service				\$ 125.00				\$ 125.00					\$ 125.00					\$ 125.00	
	UST Fees			\$ 325.00															\$ 325.00	
	ANB Bank			\$ 17,000.00				\$ 17,000.00					\$ 17,000.00						\$ 17,000.00	
	Contingency			\$ 2,500.00				\$ 2,500.00					\$ 2,500.00						\$ 2,500.00	
	Accounting						\$ 2,500.00						\$ 2,500.00							
	IRS				\$ 5,000.00				\$ 5,000.00					\$ 5,000.00					\$ 5,000.00	
	Legal																			
	<b>TOTAL</b>		<b>\$ 7,574.98</b>	<b>\$ 220.00</b>	<b>\$ 27,825.00</b>	<b>\$ 9,925.00</b>	<b>\$ 7,850.00</b>	<b>\$ 520.00</b>	<b>\$ 24,000.00</b>	<b>\$ 12,725.00</b>	<b>\$ 11,050.00</b>	<b>\$ 220.00</b>	<b>\$ 24,000.00</b>	<b>\$ 13,025.00</b>	<b>\$ 10,750.00</b>	<b>\$ 220.00</b>	<b>\$ 24,625.00</b>	<b>\$ 10,225.00</b>	<b>\$ 10,750.00</b>	<b>\$ 520.00</b>

Summary:																				
	Net Cash Outflow for Week		\$ (7,574.98)	\$ (220.00)	\$ (27,825.00)	\$ (9,925.00)	\$ (7,850.00)	\$ (520.00)	\$ (24,000.00)	\$ (12,725.00)	\$ (11,050.00)	\$ (220.00)	\$ (24,000.00)	\$ (13,025.00)	\$ (10,750.00)	\$ (220.00)	\$ (24,625.00)	\$ (10,225.00)	\$ (10,750.00)	\$ (520.00)
	Net Cash Flow for the Week		\$ 19,045.02	\$ 7,900.00	\$ (1,205.00)	\$ (1,805.00)	\$ 18,770.00	\$ 7,600.00	\$ 2,620.00	\$ (4,605.00)	\$ 15,570.00	\$ 7,900.00	\$ 2,620.00	\$ (4,905.00)	\$ 15,870.00	\$ 7,900.00	\$ 1,995.00	\$ (2,105.00)	\$ 15,870.00	\$ 7,600.00
	Cash Balance		\$ 52,763.34	\$ 60,663.34	\$ 59,458.34	\$ 57,653.34	\$ 76,423.34	\$ 84,023.34	\$ 86,643.34	\$ 82,038.34	\$ 97,608.34	\$ 105,508.34	\$ 108,128.34	\$ 103,223.34	\$ 119,093.34	\$ 126,993.34	\$ 128,988.34	\$ 126,883.34	\$ 142,753.34	\$ 150,353.34

\*Note: The column headings "19-Sept" through "16-Jan" each mean the 7 calendar day period ending with such date (e.g. "19-Sept" represents the period of September 13-September 19).

\*\*Note: Any expense set forth in the budget may be incurred in the week represented by the column it is in or the immediately following week (which week is represented by the column immediately to the right of the column in which the expense is listed).