

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF CONNECTICUT
BRIDGEPORT DIVISION**

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In re	:	Chapter 11
	:	
HEBREW HEALTH CARE, INC., <i>et al.</i> , ¹	:	Case Nos. 16-21311 (JAM)
	:	through 16-21314 (JAM)
	:	and 16-21334 (JAM)
	:	
Debtors.	:	(Jointly Administered)
	:	
-----	x	Re: ECF no. 54

**AGREED ORDER GRANTING, FOR A FOURTH INTERIM PERIOD,
THE MOTION OF THE DEBTORS FOR AUTHORITY TO USE CASH
COLLATERAL AND TO PROVIDE ADEQUATE PROTECTION**

Upon consideration of the Motion for Authority to Use Cash Collateral and to Provide Adequate Protection [Docket No. 54] (the “Motion”) filed on August 24, 2016, by the entities listed in footnote 1 (collectively, the “Debtors”); this Court having conducted an initial hearing on the Motion on August 24, 2016; this Court having entered a Preliminary Order Authorizing Use of Cash Collateral and Authorizing Adequate Protection on August 24, 2016 [Docket No. 65] (the “First Cash Collateral Order”); this Court having conducted a further hearing on the Motion on September 7, 2016; this Court having entered a Second Interim Order Authorizing Use of Cash Collateral and Authorizing Adequate Protection on September 9, 2016 [Docket No. 137] (the “Second Cash Collateral Order”); this Court having conducted a further hearing on the Motion on October 5, 2016; this Court having entered a Third Interim Order Authorizing Use of Cash Collateral and Authorizing Adequate Protection on October 7, 2016 [Docket No. 275] (the “Third Cash Collateral Order”); and the Debtors, Wells Fargo Bank, National Association (“Wells

¹ Hebrew Health Care, Inc., Case No. 16-21311, Hebrew Life Choices, Inc., Case No. 16-21312, Hebrew Community Services, Inc., Case No. 16-21313, Hebrew Home and Hospital, Incorporated, Case No. 16-21314, and CT Geriatric Specialty Group, P.C., Case No. 16-21334.

Fargo”), the United States Department of Housing and Urban Development (“HUD”), U.S. Bank National Association, as Bond Trustee (“U.S. Bank”) and TD Bank, National Association (“TD Bank”) (Wells Fargo, HUD, U.S. Bank and TD Bank shall be collectively known as the “Secured Creditors”) and the State of Connecticut Department of Revenue Services (“DRS”) having consented to the entry of this Order; and the Court finding that:

Stipulations and Findings of Fact

A. Filing of Petition. On August 15, 2016 (the “Petition Date”), all Debtors except for CT Geriatric Specialty Group, P.C. (“CGSG”) filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”). On August 19, 2016, CGSG filed a voluntary petition for relief under the Bankruptcy Code. Pursuant to sections 1107 and 1108 of the Bankruptcy Code, the Debtors are authorized to operate their businesses as debtors in possession. On August 30, 2016, an Official Committee of Unsecured Creditors (the “Committee”) was appointed in the Debtors’ cases. The Debtors’ cases are jointly administered for procedural purposes only.

B. Jurisdiction: Core Proceeding. Consideration of the Motion constitutes a “core proceeding” as defined in 28 U.S.C. § 157(b)(2)(A), (M), & (O). This Court has jurisdiction over this proceeding and the parties and property affected hereby pursuant to 28 U.S.C. §§ 157 and 1334. Venue is proper in this District.

C. Debtor HHHI’s Business. Debtor Hebrew Home and Hospital, Incorporated (“HHHI”) is a Connecticut corporation that is engaged in the business of operating (a) a 45 bed nursing hospital comprised of a 23 bed medical unit and a 22 bed behavioral health unit, and (b) a 257 bed skilled nursing facility. HHHI provides these services at One Abrahms Boulevard, West

Hartford, Connecticut 06117 (as more particularly described in the Wells Fargo Mortgage (as hereinafter defined), the “HHHI Real Property”).

D. Debtor HLCI’s Business. Debtor Hebrew Life Choices Inc. (“HLCI”) is a Connecticut corporation engaged in the business of operating an assisted living facility and providing rehabilitation services. HLCI provides the services at 160 Simsbury Road, West Hartford, CT 06117 (as more particularly described in the U.S. Bank Mortgage (as hereinafter defined), the “HLCI Real Property”).

E. Lenders’ Consent. Wells Fargo and HUD consent to the use of the HHHI Cash Collateral (as defined in Paragraph R below) by HHHI solely in strict accordance with the terms and conditions contained in this Order, and U.S. Bank and TD Bank consent to the use of HLCI Cash Collateral (as defined in Paragraph S below) by HLCI, solely in strict accordance with the terms and conditions contained in this Order.

F. Good Cause. Good and sufficient cause has been shown for the entry of this Order.

G. Negotiations. The agreements and arrangements authorized in this Order have been negotiated at arm’s-length, are fair and equitable under the circumstances, and are enforceable pursuant to their terms. Wells Fargo, HUD, U.S. Bank, TD Bank and the Debtors have been represented by counsel and intend to be and are bound by the terms of this Order.

H. The Pre-Petition Indebtedness of HHHI to Wells Fargo. Wells Fargo, HUD, and the Debtors, by and for themselves only, stipulate and acknowledge that the Wells Fargo Pre-Petition Indebtedness (as defined in Paragraph J below), is valid, existing and legally enforceable and is evidenced by certain documents executed and delivered by HHHI to Wells Fargo including, without limitation, the following: a Mortgage Note dated June 11, 2009 (the “Wells Fargo Note”); a Modification of Mortgage Note dated June 22, 2015 (together with the Wells Fargo Note, the

“Wells Fargo Modified Note”), a Mortgage recorded in the Hartford County, Connecticut Recorder’s Office (the “Recorder’s Office”) at Book 4402, Page 206-210 (the “Wells Fargo Mortgage”); a Modification of Mortgage dated June 22, 2015, and recorded with the Recorder’s Office at Book 4926, Pages 82-91 (together with the Wells Fargo Mortgage, the “Wells Fargo Modified Mortgage”); a Security Agreement dated June 11, 2009 (the “Wells Fargo Security Agreement”); a Modification of Security Agreement dated June 22, 2015 (together with the Wells Fargo Security Agreement, the “Wells Fargo Modified Security Agreement”); a UCC Financing Statement filed with the Connecticut Secretary of State on June 12, 2009 at Volume 00402, Page 3264, as Lien No. 0002699922 (the “Wells Fargo Financing Statement”); and a continuation statement filed with the Connecticut Secretary of State on or about December 23, 2013, with respect to the Financing Statement (the “Wells Fargo Continuation Statement”). The Wells Fargo Modified Note, the Wells Fargo Modified Mortgage, the Wells Fargo Modified Security Agreement, the Wells Fargo Financing Statement, and the Wells Fargo Continuation Statement, together with all other documents evidencing the indebtedness and obligations of HHHI to Wells Fargo are collectively referred to herein as the “Wells Fargo Loan Documents.” For clarity, nothing contained in this Order is intended to stipulate to the existence of liens or security interests, or grant replacement liens or security interests, for the benefit of Wells Fargo or HUD, on property of any Debtors other than property of HHHI.

I. Validity of Liens and Security Interests Granted to Wells Fargo. Wells Fargo and HUD assert and the Debtors, by and for themselves only, stipulate and acknowledge that the Wells Fargo Pre-Petition Indebtedness is secured by valid, enforceable, properly perfected and unavoidable first priority liens and security interests, in (a) the HHHI Real Property and all leases and rents derived therefrom and (b) all personal property of HHHI described in the Modified

Security Agreement and the Financing Statement (collectively, the “HHHI Collateral”), subordinate only to the superpriority liens in cash, accounts receivable, and accounts granted to Hebrew Home DIP Financing, LLC (the “DIP Lender”) in connection with the postpetition financing approved by the Court by Order entered on August 29, 2016 [Docket No. 91] and by any subsequent orders of the Court (subject to HUD and Wells Fargo’s right to object to such financing, which is expressly preserved) (the “DIP Financing”).

J. Amount of Pre-Petition Indebtedness Owed to Wells Fargo. Wells Fargo and HUD assert, and the Debtors, by and for themselves only, stipulate and acknowledge that Wells Fargo holds valid, enforceable, and allowable claims against HHHI, as defined in Section 101 of the Bankruptcy Code, as of 5:00 p.m. EST on the Petition Date, pursuant to the Wells Fargo Loan Documents and applicable law and that as of said time, HHHI was indebted to Wells Fargo under the Wells Fargo Loan Documents in the amount of at least \$10,797,177.61, together with any other obligations of HHHI to Wells Fargo to the extent provided under the Wells Fargo Loan Documents, including, without limitation, interest, reasonable costs, attorneys’ fees, and any and all other amounts owing under the Wells Fargo Loan Documents, to the extent permitted by the Bankruptcy Code (whether pre-petition or post-petition) and applicable law (the “Wells Fargo Pre-Petition Indebtedness”).

K. The Pre-Petition Indebtedness of HHHI to HUD. Wells Fargo, HUD, and the Debtors, by and for themselves only, stipulate and acknowledge that the HUD Pre-Petition Indebtedness (as defined in Paragraph M below), is valid, existing and legally enforceable and is evidenced by certain documents executed and delivered by HHHI to HUD including, without limitation, the following: a Second Mortgage Note dated June 22, 2015 (the “HUD Note”); a Second Mortgage dated June 22, 2015 recorded in Recorder’s Office at Book 4926, Page 106 (the

“HUD Mortgage”); a Second Security Agreement dated June 22, 2015 (the “HUD Security Agreement”); a UCC Financing Statement filed with the Connecticut Secretary of State on June 23, 2015 at Volume 556, Page 3613, as Lien No. 0003062821 (the “HUD Financing Statement”). The HUD Note, the HUD Mortgage, the HUD Security Agreement, and the HUD Financing Statement, together with all other documents evidencing the indebtedness and obligations of HHHI to HUD are collectively referred to herein as the “HUD Loan Documents.”

L. Validity of Liens and Security Interests Granted to HUD. HUD and Wells Fargo assert and the Debtors, by and for themselves only, stipulate and acknowledge that the HUD Pre-Petition Indebtedness is secured by valid, enforceable, properly perfected and unavoidable liens and security interests in HHHI Collateral, subordinate only to (a) the superpriority liens in cash, accounts receivable, and accounts granted to the DIP Lender in connection with the DIP Financing and (b) the liens and security interests of Wells Fargo held in all of the HHHI Collateral.

M. Amount of Pre-Petition Indebtedness Owed to HUD. Wells Fargo and HUD assert and the Debtors, by and for themselves only, stipulate and acknowledge that HUD holds valid, enforceable, and allowable claims against HHHI, as defined in Section 101 of the Bankruptcy Code, as of 5:00 p.m. EST on the Petition Date, pursuant to the HUD Loan Documents and applicable law and that as of said time, HHHI was indebted to HUD under the HUD Loan Documents in the amount of at least \$11,389,241.65, together with any other obligations of HHHI to HUD to the extent provided under the HUD Loan Documents, including, without limitation, interest, reasonable costs, attorneys’ fees, and any and all other amounts owing under the HUD Loan Documents, to the extent permitted by the Bankruptcy Code (whether pre-petition or post-petition) and applicable law (the “HUD Pre-Petition Indebtedness”).

N. The Pre-Petition indebtedness of HLCI to U.S. Bank. TD Bank and the Debtors by and for themselves only, stipulate and acknowledge that the U.S. Bank Pre-petition Indebtedness (as defined in Paragraph P below), is valid, existing and legally enforceable and is evidenced by certain documents executed and delivered by HLCI consisting of a loan agreement and mortgage dated November 1, 2007, executed in connection with issuance by the State of Connecticut Health and Educational Facilities Authority ("CHEFA") of its Revenue Bonds, Hoffman Summerwood Community Issue, Series B (the "Series B Bonds") together with all other documents evidencing the indebtedness and obligations of HLCI to CHEFA, which indebtedness was assigned to U.S. Bank, as Bond Trustee (The "U.S. Bank Loan Documents"). For clarity, nothing contained in this Order is intended to stipulate to the existence of liens or security interests, or, to grant replacement liens or security interests, for the benefit of U.S. Bank or TD Bank, on property of any Debtors other than property of HLCI.

O. Validity of Liens and Security Interests Granted to U.S. Bank. U.S. Bank and TD Bank assert, and the Debtors, by and for themselves only, stipulate and acknowledge that the U.S. Bank Pre-Petition Indebtedness is secured by valid, enforceable, properly perfected and unavoidable liens and security interests in (a) the HLCI Real Property and all leases and rents derived therefrom and (b) all personal property of HLCI described in the U.S. Bank Loan Agreements (collectively, the "HLCI Collateral") subordinate only to the superpriority liens in cash, accounts receivable, and accounts granted to the DIP Lender in connection with the DIP Financing.

P. Amount of Pre-Petition Indebtedness Owed to U.S. Bank. U.S. Bank and TD Bank assert and the Debtors, by and for themselves only, stipulate and acknowledge that U.S. Bank holds valid, enforceable, and allowable claims against HLCI, as defined in Section 101 of the

Bankruptcy Code, as of 5:00 p.m. EST on the Petition Date, pursuant to the U. S. Bank Loan Documents and applicable law and that as of said time, HLCI was indebted to U.S. Bank under the U.S Bank Loan Documents in the amount of at least \$14,890,000.00, together with any other obligations of HLCI to U.S. Bank to the extent provided under the U.S. Bank Loan Documents, including, without limitation, interest, reasonable costs, attorneys' fees, and any and all other amounts owing under the U.S. Bank Loan Documents, to the extent permitted by the Bankruptcy Code (whether pre-petition or post-petition) and applicable law (the "U.S. Bank Pre-Petition Indebtedness").

Q. Letter of credit issued by TD Bank. U.S. Bank and TD Bank assert, and the Debtors, by and for themselves only, stipulate to and acknowledge that (a) on November 1, 2007 TD Bank issued a Letter of Credit ("TD Bank LOC") for the benefit of the U.S. Bank Pre-Petition Indebtedness and HLCI entered into a written Reimbursement Agreement aka Credit Facility Agreement dated November 1, 2007 with TD Bank which was incorporated by reference and made part of the U.S. Bank Loan Documents; (b) U.S. Bank has the right to draw upon the TD Bank LOC in certain instances, including in the event said Series B Bonds are tendered by the Bondholders and not remarketed under the U.S. Bank Loan Documents; (c) if U.S. Bank draws upon the TD Bank LOC, TD Bank becomes the Bondholder, and so long as TD Bank remains the Bondholder, then all of the U.S. Bank Pre-Petition Indebtedness is held by the Trustee for the benefit of TD Bank, as Bondholder; (d) as of the Petition Date, the remarketing of the Series B Bonds under the U.S. Bank Loan Documents was not permitted under the U.S. Bank Loan Documents, (e) all of the Series B Bonds have been tendered for purchase, and could not be remarketed, and U.S. Bank has drawn on the TD Bank LOC; (f) the amounts drawn on the TD Bank LOC were \$11,291,887.84 on or about September 15, 2016, \$2,630,732.95 on or about

September 22, 2016 and \$970,342.42 on or about September 26, 2016, such amounts accruing interest and other applicable costs and fees as are more particularly identified in said Credit Facility Agreement; and (g) any and all of the aforementioned Pre-Petition Debt of U.S. Bank, including the amounts drawn under the TD Bank LOC plus any and all interest, fees and costs permitted under the U.S. Bank Loan Documents, are due to the U.S. Bank as Trustee on behalf of TD Bank (other than reasonable costs and attorney's fees due to U.S. Bank as Trustee).

R. The Pre-Petition Indebtedness of HHHI to DRS. DRS asserts a statutory right to set off HHHI's unpaid pre-petition provider taxes against HHHI's pre-petition Medicaid receivables. The Debtors acknowledge that unpaid pre-petition provider taxes are owed by HHHI, but dispute that DRS has a right of set-off with respect to same.

S. Cash Collateral of HHHI. Wells Fargo and HUD assert, and the Debtors, by and for themselves only, stipulate and acknowledge that all: (a) cash that is now in HHHI's possession, custody or control, or in which HHHI will obtain an interest during the pendency of the Debtors' bankruptcy cases; (b) cash equivalents, whether in the form of negotiable instruments, documents of title, securities, deposit accounts, or in any other form which represent income, proceeds, products, rents, or profits of the HHHI Collateral that are now in HHHI's possession, custody or control, or in which HHHI will obtain an interest during the pendency of the Debtors' bankruptcy cases; and (c) all other "cash collateral" within the meaning of section 363(a) of the Bankruptcy Code that is now in HHHI's possession, custody or control, or in which HHHI will obtain an interest during the pendency of the Debtors' bankruptcy cases (collectively, the "HHHI Cash Collateral") constitutes the "cash collateral" of Wells Fargo and HUD. Well Fargo and HUD assert, and the Debtors, by and for themselves only, further stipulate and acknowledge that (a) Wells Fargo has first priority perfected liens and security interests in the HHHI Cash Collateral

pursuant to the applicable provisions of the Wells Fargo Loan Documents and sections 363(a), 364(c), and 552(b) of the Bankruptcy Code, subordinate only to the lien of the DIP Lender; and (b) HUD has perfected liens and security interests in the Cash Collateral pursuant to the applicable provisions of the Wells Fargo Loan Documents and sections 363(a), 364(c), and 552(b) of the Bankruptcy Code, subordinate only to the liens of the DIP Lender and Wells Fargo.

T. Cash Collateral of HLCI. U.S. Bank and TD Bank assert, and the Debtors, by and for themselves only, stipulate and acknowledge that all: (a) cash that is now in HLCI's possession, custody or control, or in which HLCI will obtain an interest during the pendency of the Debtors' bankruptcy cases; (b) cash equivalents, whether in the form of negotiable instruments, documents of title, securities, deposit accounts, or in any other form which represent income, proceeds, products, rents, or profits of the HLCI Collateral that are now in HLCI's possession, custody or control, or in which HLCI will obtain an interest during the pendency of the Debtors' bankruptcy cases; and (c) all other "cash collateral" within the meaning of section 363(a) of the Bankruptcy Code that is now in HLCI's possession, custody or control, or in which HLCI will obtain an interest during the pendency of the Debtors' bankruptcy cases (collectively, the "HLCI Cash Collateral") constitutes the "cash collateral" of U.S. Bank and TD Bank. U.S. Bank and TD Bank assert, and the Debtors, by and for themselves only, further stipulate and acknowledge that: (a) U.S. Bank and TD Bank have first priority perfected liens and security interests in the HLCI Cash Collateral pursuant to the applicable provisions of the U.S. Bank Loan Documents and TD Bank LOC and sections 363(a), 364(c), and 552(b) of the Bankruptcy Code, subordinate only to the lien of the DIP Lender. The HHHI Cash Collateral and HLCI Cash Collateral shall be referred to hereinafter as the "Cash Collateral".

U. Necessity of Use of Cash Collateral. The Debtors do not have sufficient available sources to provide working capital to operate their businesses in the ordinary course without being allowed to use the Cash Collateral. The Debtors' ability to provide patient services, and to maintain their business relationships with vendors, suppliers and employees, and to otherwise fund their operations, are essential to the Debtors' viability. There is an immediate need for funding to minimize the disruption of the Debtors' business and daily operations, to manage and to preserve the assets of its bankruptcy estate, to provide patient care to existing and future patients and to enhance the likelihood of a successful reorganization for the benefit of the Debtors' bankruptcy estates, creditors and other parties-in-interest. Thus, the use of the Cash Collateral contemplated by the Motion is necessary, essential and appropriate to prevent immediate and irreparable harm to the Debtors, and their estates, employees and patients. Absent entry of this Interim Order, the Debtors' operations risk being disrupted, resulting in immediate and irreparable harm to the estate and the likely impairment of a successful reorganization.

V. Notice. Notice of the Motion and the relief granted pursuant to this Interim Order is adequate and sufficient under the circumstances.

W. Factual Findings/Legal Conclusions. Each of the foregoing findings by the Court will be deemed a finding of fact if and to the full extent that it makes and contains factual findings and a conclusion of law if and to the full extent that it makes and contains legal conclusions.

IT IS THEREFORE ORDERED THAT:

1. Authorization to Use Cash Collateral. The Motion is **GRANTED** for an interim period upon the terms and conditions set forth herein. Debtors are **AUTHORIZED** to use the Cash Collateral on an interim basis solely to pay the expenses described in the Budget attached as Exhibit A hereto for the period from December 3, 2016, through December 16, 2016 at 5:00 p.m. E.T. (the "Period"); provided, however, that the Debtors shall be permitted to exceed expenses in the Budget by an amount not to exceed ten percent (10%) of total expenses. The Period may be extended from time to time upon written agreement by The Debtors, the Secured Creditors and the Committee on terms mutually agreeable to the Debtors, the Secured Creditors and the Committee.

2. Adequate Protection as to Wells Fargo and HUD. As adequate protection of its interest in the HHHI Cash Collateral, pursuant to Bankruptcy Code §§ 361 and 363, Wells Fargo is hereby **GRANTED** valid and automatically perfected first-priority replacement liens on and replacement security interests in and upon the HHHI Cash Collateral to the same extent, validity and priority as Wells Fargo possessed as of the Petition Date, subject only to the liens against accounts, accounts receivable, and cash and super-priority administrative expense granted to the DIP Lender in connection with the DIP Financing, the Carve-Out (as hereinafter defined) and the Preserved Actions (as hereinafter defined). As adequate protection of its interest in the HHHI Cash Collateral, pursuant to Bankruptcy Code §§ 361 and 363, HUD is hereby **GRANTED** valid and automatically perfected second-priority replacement liens on and replacement security interests in and upon the HHHI Collateral to the same extent, validity and priority as HUD possessed as of the Petition Date, subject only to the liens against accounts, accounts receivable, and cash and super-priority administrative expense granted to the DIP Lender in connection with the DIP Financing and the liens and security interests held by Wells Fargo. To the extent such

adequate protection is insufficient to adequately protect Wells Fargo from any diminution of its interests as of the Petition Date, subject only to the Carve-Out (as hereinafter defined) and the Preserved Actions (as hereinafter defined), Wells Fargo is hereby granted a superpriority administrative expense claim against all of HHHI's assets and all of the other benefits and protections allowable under Sections 503(b) and 507(b) of the Bankruptcy Code, subordinate only to the superpriority administrative expense claims against HHHI granted to the DIP Lender by prior Court orders or by Court orders entered subsequent to this Order. The liens and security interests granted to Wells Fargo and HUD pursuant to this Order shall be valid and perfected, as of the Petition Date, without the need for execution or filing of any further document or instrument otherwise required to be executed or filed under applicable nonbankruptcy law. Notwithstanding that no documents need be executed or filed to create or perfect liens and security interests granted hereunder, HHHI, and its officers and agents, shall execute and deliver such further documentation as Wells Fargo or HUD may reasonably request evidence and to give notice of the liens and security interests granted pursuant to this Order, and the automatic stay is modified for that purpose.

3. Adequate Protection as to U.S. Bank and TD Bank. As adequate protection of its interest in the HLCI Cash Collateral, pursuant to Bankruptcy Code §§ 361 and 363, U.S. Bank is hereby **GRANTED** valid and automatically perfected replacement liens on and replacement security interests in and upon the HLCI Cash Collateral to the same extent, validity and priority as U.S. Bank possessed as of the Petition Date, subject only to the liens against accounts, accounts receivable, and cash and super-priority administrative expense granted to the DIP Lender in connection with the DIP Financing, the Carve-Out (as hereinafter defined) and the Preserved Actions (as hereinafter defined). As adequate protection of its interest in the HLCI Cash Collateral,

pursuant to Bankruptcy Code §§ 361 and 363, TD Bank is hereby **GRANTED** valid and automatically perfected replacement liens on and replacement security interests in and upon the HLICI Collateral to the same extent, validity and priority as TD Bank possessed as of the Petition Date, subject only to the liens against accounts, accounts receivable, and cash and super-priority administrative expense granted to the DIP Lender in connection with the DIP Financing and the liens and security interests held by U.S. Bank. To the extent such adequate protection is insufficient to adequately protect U.S. Bank from any diminution of its interests as of the Petition Date, subject only to the Carve-Out (as hereinafter defined) and the Preserved Actions (as hereinafter defined), U.S. Bank is hereby granted a superpriority administrative expense claim against all of HLICI's assets and all of the other benefits and protections allowable under Sections 503(b) and 507(b) of the Bankruptcy Code, subordinate only to the superpriority administrative expense claims against HLICI granted to the DIP Lender by prior Court orders or by Court orders entered subsequent to this Order. The liens and security interests granted to U.S. Bank and TD Bank pursuant to this Order shall be valid and perfected, as of the Petition Date, without the need for execution or filing of any further document or instrument otherwise required to be executed or filed under applicable nonbankruptcy law. Notwithstanding that no documents need be executed or filed to create or perfect liens and security interests granted hereunder, HLICI, and its officers and agents, shall execute and deliver such further documentation as U.S. Bank or TD Bank may reasonably request evidence and give notice of the liens and security interests granted pursuant to this Order, and the automatic stay is modified for that purpose.

4. Adequate Protection as to DRS. As adequate protection of the right asserted by DRS to setoff amounts due and owing, as of the date of this Order, to HHHI by the State of Connecticut, Department of Social Services, in connection with the Medicaid program for services

provided by HHHI (the “Medicaid Payables”) prior to the Petition Date (the “Prepetition Medical Payables”), against amounts that DRS alleges are due and owing by HHHI to DRS for unpaid provider taxes arising prior to the Petition Date, DRS’ asserted right to setoff against the Prepetition Medical Payables shall attach to all Medicaid Payables due and owing to HHHI for services provided by HHHI after the Petition Date (the “Postpetition Medicaid Payables”), notwithstanding the restriction against exercising setoff rights for prepetition debt against postpetition payables contained in section 553 of the Bankruptcy Code; provided, however, that (a) such expanded setoff rights shall only be preserved and arise to the same extent that DRS possessed a valid and enforceable right of setoff against the Prepetition Medicaid Payables as of the Petition Date and (b) such amount shall be subordinate to the super-priority administrative expense claims and liens against HHHI granted to the DIP Lender by previous Court orders or by Court orders entered subsequent to this Interim Order.

5. Carve Out. The liens of the Secured Creditors, any replacement thereof and superpriority administrative expense granted pursuant to this Interim Order, and any priority to which the Secured Creditors may be entitled or become entitled under § 507(b) of the Bankruptcy Code, shall be subject and subordinate in lien, payment and priority to the amounts payable pursuant to the Carve Out. The Carve Out shall encompass the following expenses: (i) allowed fees and reimbursement for disbursements of professionals retained by the Debtors (“Debtors’ Professional Fees”) in an aggregate amount for all such Debtors’ Professional Fees not to exceed \$350,000.00; (ii) allowed fees and reimbursement for disbursements of professionals retained by the Committee (“Committee’s Professional Fees”) in an aggregate amount of all such Committee’s Professional Fees not to exceed \$175,000.00 (iii) quarterly fees pursuant to 28 U.S.C. § 1930(a)(6) plus interest accrued pursuant to 31 U.S.C. § 3717 (“Chapter 11 Quarterly Fees”), and any fees

payable to the clerk of the Bankruptcy Court; and (iv) amounts due and owing to the Debtors' non-insider employees for post-petition wages; provided, however, the Carve Out shall be borne by each of the Secured Creditors in proportion to the principal amount of each of their claims. Nothing in this Order shall be deemed to grant the Secured Creditors any claims, causes of action or recoveries from any avoidance or other actions under Chapter 5 of the Bankruptcy Code (collectively, the "Preserved Actions"), and the Preserved Actions and any recovery derived therefrom are specifically excluded from the liens of the Secured Creditors, any replacement thereof, any superpriority administrative expense granted pursuant to this Order, and any priority to which the Secured Creditors may be entitled or become entitled under § 507(b) of the Bankruptcy Code.

6. Sales Outside of the Ordinary Course of Business & Prohibition on Grant of Security Interests in the Collateral. Other than the DIP Financing, HHHI and HLCI shall not file any motion or seek any approval from this Court to obtain credit secured by a lien or security interest in the Collateral, the Cash Collateral or any other assets of HHHI and HLCI, without first informing the Secured Creditors of the projected cash shortfall and describing the efforts of the Debtors to address the projected cash shortfall without obtaining financing, and describing the Debtors' efforts to obtain financing or cash on a basis that does not prime the liens and security interests of the Secured Creditors. Other than the DIP Financing, HLCI shall not file any motion or seek any approval from this Court to obtain credit secured by a lien or security interest in the Collateral, the Cash Collateral or any other assets of HLCI, without first informing U.S. Bank and TD Bank of the projected cash shortfall and describing the efforts of the Debtors to address the projected cash shortfall without obtaining financing, and describing the Debtors' efforts to obtain

financing or cash on a basis that does not prime the liens and security interests of U.S. Bank and TD Bank.

7. DIP Financing Order. By orders dated August 29, 2016 [Docket No. 91] and September 16, 2016 [Docket No. 172], the Court entered Orders After Interim Hearings (1) Authorizing the Debtors to Obtain Financing and Other Extensions of Credit from Hebrew Home DIP Financing, LLC together with its successors and assigns in the capacity as post-petition lender, "DIP Lender", (2) Granting Security Interests and Liens and According Superpriority Claim Status in Favor of DIP Lender pursuant to Sections 361, 364(c) and 364(d) of Title 11 of the United States Code; (3) Modifying the Automatic Stay; and (4) Giving Notice of the Final Hearing on the Motion Pursuant to Bankruptcy Rules 4001(b)(2) and (c)(2), and as may be amended or further ordered by the Court (the "Interim DIP Financing Orders"). By order dated November 22, 2016 [Docket No. 401], the Court entered an Order After a Final Hearing (1) Authorizing the Debtors to Obtain Financing and Other Extensions of Credit from Hebrew Home DIP Financing, LLC together with its successors and assigns in the capacity as post-petition lender, "DIP Lender", (2) Granting Security Interests and Liens and According Superpriority Claim Status in Favor of DIP Lender pursuant to Sections 361, 364(c) and 364(d) of Title 11 of the United States Code; (3) Modifying the Automatic Stay; and (4) Giving Notice of the Final Hearing on the Motion Pursuant to Bankruptcy Rules 4001(b)(2) and (c)(2) (the "Final DIP Financing Order" together with the Interim DIP Financing Orders, shall be hereinafter referred to as the "DIP Financing Orders"). The DIP Lender shall be repaid in accordance with the DIP Financing Orders in accordance with the Budget. In the case of a conflict between this instant order and the DIP Financing Orders, the DIP Financing Orders shall control.

8. Limitations. Nothing in this Order shall constitute an adjudication as to the validity, extent, or priority of Wells Fargo's and HUD's pre-petition liens and security interests on HHHI property; provided, however, that the Debtors hereby acknowledge the validity, perfection, and unavailability of Wells Fargo's and HUD's liens and security interests in the HHHI Real Property and the HHHI Collateral in accordance with the terms of the Wells Fargo Loan Documents and the HUD Loan Documents. Nothing herein shall constitute a stipulation or determination as to the value of any of HHHI's property, including the HHHI Collateral, or as to whether the value of the HHHI Collateral is sufficient to make HUD a fully secured creditor within the meaning of section 506(d) of the Bankruptcy Code.

9. Right of Recoupment by Medicaid and Medicare. Notwithstanding anything to the contrary herein, nothing in this Interim Order or in any agreement between the Secured Creditors and any of the Debtors shall (i) impair, modify or affect State of Connecticut's Medicaid programs and the United States Department of Health and Human Services ("HHS") Medicare programs, rights to make reductions or otherwise withhold any Medicaid or Medicare receivables arising from services provided by Debtors through recoupment, setoff under Section 553 of the Bankruptcy Code or otherwise, any amounts due to the State of Connecticut's Medicaid program or HHS's Medicare Program, including, but not limited to, any recoupment on account of prior advances by the State of Connecticut or HHS; and (ii) be construed, as to the Debtors, only, to impair, modify or effect DSS's or HHS's process of administering the Medicaid and Medicare provider agreements to which each Debtor is a party, the Medicaid program or the Medicare program as it relates to the Debtors. As used herein, "State of Connecticut's Medicaid program" shall be defined to include any agent, carrier, administrator or intermediary of DSS.

10. Insurance. The Debtors shall at all times continue to maintain, with financially sound and reputable insurance companies, insurance in accordance with the Wells Fargo Loan Documents, the HUD Loan Documents, the U.S. Bank Loan Documents and the TD Bank LOC. On or before September 9, 2016, the Debtors provided Wells Fargo, HUD, U.S. Bank and TD Bank with insurance certificates showing proof that the Debtors have insurance policies that fully comply with the requirements of the Wells Fargo Loan Documents, the HUD Loan Documents, the U.S. Bank Loan Documents and the TD Bank LOC.

11. Examination. Wells Fargo, HUD, and the Committee and their respective agents shall have access upon notice during normal business hours to HHHI's business premises and to the HHHI Collateral to review, appraise and evaluate the physical condition of the HHHI Collateral and to inspect the financial records and all other records of HHHI concerning the operation of HHHI's businesses, for review of HHHI's overall financial condition, the expenditure of funds generated therefrom, the accrual of expenses relating thereto, and any and all other records relating to the operations of HHHI. The Debtors shall fully cooperate with Wells Fargo, HUD and the Committee regarding such reviews, evaluations, and inspections.

12. Reporting Requirements. The Debtors shall provide the Secured Creditors with periodic financial reporting as provided for and at the times required under the Loan Documents. Without duplication, the Debtors shall also deliver to Wells Fargo and HUD: (a) monthly reports reconciling actual cash receipts and expenses with the projected cash receipts and expenses, respectively, in the Budget on (i) a consolidated basis; (ii) a debtor by debtor basis; and (iii) with respect to HHHI, on a business line basis; (b) on a weekly basis payroll summaries on a cash basis; (c) on a weekly basis a computer print-out from TD Bank's website showing the balances in the Debtors' accounts as of the close of business every Friday during the Period; (d) monthly operating

reports as required under the Bankruptcy Code; (e) monthly accounts receivable reports on (i) a consolidated basis; (ii) a debtor by debtor basis; and (iii) with respect to HHHI, on a business line basis; and (f) monthly month-end demonstrations of the Debtors' actual operating results, expressed in the same format and utilizing the same methodology as used in the Budget. All monthly reports required by this paragraph shall be provided to the Secured Creditors by the 20th day of each month. All bi-weekly reports shall be provided by Wednesday after the end of each two week period. The Debtors shall provide US Bank and TD Bank with periodic financial reporting as provided for and at the times required under the U.S. Bank Loan Documents.

13. Events of Default. The occurrence of any of the following shall constitute an event of default under this Order, if not cured within five (5) business days after notice of a default is given as to HHHI by Wells Fargo or HUD or as to HLCI by U.S. Bank or TD Bank and filed with the Court: (a) the failure of the Debtors to use the Cash Collateral in strict compliance with this Order or to provide the adequate protection required under this Order; (b) the failure of HHHI to timely provide Wells Fargo and HUD or the failure of HLCI to provide U.S. Bank and TD Bank with the reports/information required under Sections 7 and 9 of this Order; (c) conversion of any of HHHI's, HLCI's or Hebrew Health Care, Inc.'s bankruptcy cases to a case under Chapter 7 of the Bankruptcy Code; (d) the appointment of an operating trustee in the bankruptcy cases of HHHI or HLCI or Hebrew Health Care, Inc.; (e) the appointment of an examiner in any of the Debtors' bankruptcy cases; (f) the dismissal of any of HHHI or HLCI or Hebrew Health Care, Inc.'s bankruptcy cases without the written consent of Wells Fargo; (g) the entry of any order modifying, reversing, revoking, staying, rescinding, vacating, or amending this Order without the express prior written consent of Wells Fargo; (h) as to Wells Fargo, a compromise or settlement of collection for less than 90% of the actual amount owed on any accounts receivable of HHHI in excess of the

aggregate amount of \$75,000 due and owing HHHI without the prior written consent of Wells Fargo; (i) as to U.S. Bank, a compromise or settlement of collection for less than 90% of the actual amount owed on any accounts receivable of HLCI in excess of the aggregate amount of \$75,000 due and owing HLCI without the prior written consent of U.S. Bank; (j) failure to repay the DIP Financing, in full, on or before December 17, 2016, unless such date is further extended by Order of the Bankruptcy Court; or (k) any default by the Debtors under the DIP Financing (any of the foregoing events of default being referred to in this Order, individually, as an “Event of Default” and, collectively, as “Events of Default”).

14. Remedies Upon Occurrence of an Event of Default. Subject to the right of HHHI and/or HLCI to cure after notice described in Paragraph 13 of this Order and the right of HHHI and/or HLCI to seek continued use of Cash Collateral over the objection of the Secured Creditors and the Committee pursuant to 11 U.S.C. § 363(c)(2)(B), upon the occurrence of any Event of Default, at all times thereafter, and without further act or action by the Secured Creditors or this Court, or any further notice or hearing, or any further Order of this Court, the Debtors’ authority to use the Cash Collateral and any and all obligations of the Secured Creditors under this Order shall automatically terminate. Additionally, once an Event of Default has occurred and if the Court does not enter an Order permitting the Debtors’ continued use of Cash Collateral over the Secured Creditor’s objection pursuant to 11 U.S.C. § 363(c)(2)(B), upon the demand of the Secured Creditors, the Debtors shall (i) immediately account for and marshal all the Cash Collateral of HHHI for the benefit of the Secured Creditors and the DIP Lender, (ii) provide adequate security for such Cash Collateral, (iii) turn over such Cash Collateral to the Secured Creditors after payment of the DIP Lender in full, (iv) cooperate fully with the Secured Creditors in the pursuit of the rights and remedies of the Secured Creditors against the Cash Collateral, and (v) immediately and on an

ongoing, and not less than weekly basis, and only after payment of the DIP Lender in full, pay to the Secured Creditors any and all Cash Collateral provided, however, that and the Secured Creditors are not authorized to offset and/or apply any Cash Collateral or other funds of the estates, as applicable, against the Wells Fargo Pre-Petition Indebtedness or U.S. Bank Pre-Petition Indebtedness absent further order of this Court.

15. Limitation on Use of Carve-Out to Object to Wells Fargo and HUD's Liens. The Carve-Out shall not be used for the payment or reimbursement of any fees or disbursements of any of the Debtors' professionals (or any professionals of any Committee) incurred in connection with the assertion or joinder in, any claim, counter-claim, action, proceeding, application, motion, objection, defense or other contested matter, the purpose of which is to seek any order, judgment, determination or similar relief invalidating, setting aside, avoiding, subordinating in whole or in part the Wells Fargo Pre-Petition Indebtedness, the HUD Pre-Petition Indebtedness, the U.S. Bank Pre-Petition Indebtedness, or the respective liens and security interests of Wells Fargo and HUD in the HHHI Collateral as provided in the Wells Fargo Loan Documents and the HUD Loan Documents or the respective liens and security interests of U.S. Bank in the HLCI Collateral as provided in the U.S. Bank Loan Documents and any other liens and security interests provided in this Cash Collateral Order. The Committee is hereby authorized and granted standing to file and commence any Challenge including, but not limited to, by motion, objection or adversary proceeding.

16. Order Binding on Successors. The provisions of this Order shall be binding upon and inure to the benefit of the Secured Creditors, the Debtors, and their respective successors and assigns (including any trustee or other estate representative appointed as a representative of the Debtors' estates or of any estate in any successor case). Except as otherwise explicitly set forth in

this Order, no third parties are intended to be or shall be deemed to be third party beneficiaries of this Order or the Loan Documents.

17. Notice of this Order. Within five (5) days of the receipt of this Order, a copy of this Order shall be served by the Debtors or their counsel by regular mail upon: (i) the Office of the United States Trustee, (ii) counsel to Wells Fargo and HUD, (iii) counsel to U.S. Bank and TD Bank (iv) counsel for the Committee, (v) counsel for Hebrew Home DIP Funding, LLC and (vi) any person requesting notice pursuant to Fed. R. Bankr. P. 2002, and that if notice is given in the manner provided above, said notice shall be sufficient and proper and in accordance with the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules of this Court.

18. Further Hearing & Objection Deadline. A further hearing in accordance with Fed. R. Bankr. P. 4001(b)(2) to consider Debtors' further use of the Cash Collateral shall be heard by the Court on December 13, 2016, at 3:00 p.m. (Eastern Time) before the Honorable Julie A. Manning, Chief United States Bankruptcy Judge, at the United States Bankruptcy Court for the District of Connecticut, Bridgeport Division, 915 Lafayette Boulevard, Bridgeport, CT 06604. On or before December 9, 2016, any objection to HHHI's and/or HLCT's further use of Cash Collateral shall be filed with the Court and served upon counsel to the Debtors, Elizabeth J. Austin, Pullman & Comley, LLC, 850 Main Street, 8th Floor, Bridgeport, CT 06604, and counsel to the Committee, James Berman and Stephen M. Kindseth, Zeisler & Zeisler, P.C., 10 Middle Street, 15th Floor, Bridgeport, CT 06604, counsel to Wells Fargo, Matthew G. Summers, Ballard, Spahr LLP, 919 N. Market Street, 11th Floor, Wilmington, DE 19801, counsel to HUD, Anne F. Thidemann, Assistant U.S. Attorney, 1000 Lafayette Boulevard, 10th FL., Bridgeport, CT 06604, counsel to U.S. Bank, Joshua Cohen, Day Pitney, 242 Trumbull Street, Hartford, CT 06103 and counsel to TD Bank, Scott DeLaura, Palumbo & DeLaura LLC, 528 Chapel Street, New Haven, CT 06511.

DATED: December 7, 2016

Julie A. Manning
Chief United States Bankruptcy Judge
District of Connecticut

EXHIBIT A

HEBREW HEALTH CARE and AFFILIATES
Consolidated

	Actual 10/29/16	11/5/16	11/12/16	11/19/16	11/26/16	12/3/16	12/10/16	12/17/16	12/24/16	12/31/16	1/7/17	1/14/17
Cash, Beginning of Period	\$ 404,380	\$ 258,384	\$ 547,934	\$ 1,385,684	\$ 762,684	\$ 173,434	\$ 119,984	\$ 5,484	\$ 859,234	\$ 208,734	\$ 190,409	\$ 210,884
Cash Receipts:												
Room and Board	541,581	525,500	1,899,500	137,500	137,500	182,500	362,250	1,872,500	142,500	192,500	270,500	1,207,500
Ancillary	21,423	125,500	290,500	125,500	125,500	125,500	125,500	283,500	125,500	125,500	125,500	274,250
Other	101,733	40,000	40,000	40,000	40,000	40,000	40,000	340,000	7,500	7,500	7,500	7,500
DIP Loan Proceeds	-	500,000	-	-	-	500,000	250,000	-	-	-	-	-
Total Cash Receipts	664,737	1,191,000	2,230,000	303,000	303,000	848,000	777,750	2,496,000	275,500	325,500	403,500	1,489,250
Cash Disbursements:												
Salary and Wages	485,859	561,500	561,500	561,500	561,500	561,500	561,500	561,500	561,500	168,000	168,000	168,000
Fringe Benefits	107,994	140,250	140,250	140,250	140,250	140,250	140,250	140,250	140,250	41,875	41,875	41,875
Other:												
Administration	66,832	55,400	55,400	55,400	55,400	55,400	55,400	55,400	55,400	55,400	55,400	55,400
Medical Services	-	250	250	250	250	250	250	250	250	-	-	-
Nursing Services	16,566	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000	-	-	-
Social Work Services	-	100	100	100	100	100	100	100	100	-	-	-
Rehabilitation Services	-	500	500	500	500	500	500	500	500	-	-	-
Life Enrichment Services	3,068	700	700	700	700	700	700	700	700	-	-	-
Pharmacy	27,242	22,500	22,500	22,500	22,500	22,500	22,500	22,500	22,500	5,750	5,750	5,750
Nutritional Services	52,627	42,200	42,200	42,200	42,200	42,200	42,200	42,200	42,200	18,450	18,450	18,450
Environmental Services	12,566	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	1,000	1,000	1,000
Building Operations	37,979	30,650	28,950	28,950	28,950	30,650	28,950	28,950	28,950	28,950	30,650	28,950
Miscellaneous	-	4,900	4,900	4,900	4,900	4,900	4,900	4,900	4,900	4,900	4,900	4,900
ALSA Services	-	19,500	19,500	19,500	19,500	19,500	19,500	19,500	19,500	19,500	19,500	19,500
US Trustee Fees	-	-	-	-	-	-	-	-	-	-	-	-
Professional Fees	-	-	-	-	-	-	-	-	-	-	-	-
Capital Expenditures	-	-	-	-	-	-	-	-	-	-	-	-
DIP Loan Payments	-	-	500,000	-	-	-	-	750,000	-	-	-	-
Debt Service	-	7,500	-	33,750	-	7,500	-	-	33,750	-	37,500	-
Total Cash Disbursements	810,733	901,450	1,392,250	926,000	892,250	901,450	892,250	1,642,250	926,000	343,825	383,025	343,825
Cash, End of Period	\$ 258,384	\$ 547,934	\$ 1,385,684	\$ 762,684	\$ 173,434	\$ 119,984	\$ 5,484	\$ 859,234	\$ 208,734	\$ 190,409	\$ 210,884	\$ 1,356,309

1/21/17	1/28/17	2/4/17	2/11/17	2/18/17	2/25/17	3/4/17	Total	Projected	Cumulative Actual Through 9-24-16	Variance	Projected	Cumulative Actual 10/29/16	Variance
\$ 1,356,309	\$ 1,611,234	\$ 2,211,609	\$ 2,139,534	\$ 2,227,659	\$ 2,634,534	\$ 2,299,159	\$ 258,384	\$ 1,250,000	\$ 1,091,441	\$ (158,559)	\$ 690,392	\$ 690,392	\$ -
797,000	797,000	150,000	301,000	488,500	93,750	143,750	9,701,250	3,068,500	3,774,616	706,116	3,102,250	3,456,010	353,760
109,250	109,250	93,000	93,000	258,000	76,750	76,750	2,668,250	918,000	639,959	(278,041)	785,500	414,177	(371,323)
7,500	7,500	7,500	7,500	7,500	7,500	7,500	662,500	240,000	51,998	(188,002)	200,000	136,487	(63,513)
-	-	-	-	-	-	-	1,250,000	365,000	374,429	9,429	500,000	500,000	-
913,750	913,750	250,500	401,500	754,000	178,000	228,000	14,282,000	4,591,500	4,841,002	249,502	4,587,750	4,506,674	(81,076)
168,000	168,000	168,000	168,000	168,000	168,000	168,000	6,172,000	3,369,000	3,036,917	(332,083)	2,807,500	2,486,261	(321,239)
41,875	41,875	41,875	41,875	41,875	41,875	41,875	1,540,750	841,500	1,015,094	173,594	701,250	892,681	191,431
27,075	37,400	37,400	37,400	37,400	37,400	37,400	860,875	235,015	219,196	(15,819)	260,275	285,006	24,731
-	-	-	-	-	-	-	2,000	1,250	9,625	8,375	1,250	1,991	741
-	-	-	-	-	-	-	64,000	34,000	16,673	(17,327)	40,000	55,167	15,167
-	-	-	-	-	-	-	800	500	-	(500)	500	102	(398)
-	-	-	-	-	-	-	4,000	2,500	399	(2,101)	2,500	1,439	(1,061)
-	-	-	-	-	-	-	5,600	3,500	5,050	1,550	3,500	8,442	4,942
5,750	5,750	5,750	5,750	5,750	5,750	5,750	237,500	135,000	147,966	12,966	112,500	145,316	32,816
18,450	18,450	18,450	18,450	18,450	18,450	18,450	522,100	251,100	167,716	(83,384)	211,000	267,706	56,706
1,000	1,000	1,000	1,000	1,000	1,000	1,000	70,000	43,250	90,498	47,248	37,500	69,335	31,835
17,500	17,500	19,200	17,500	17,500	17,500	17,500	447,750	146,525	76,113	(70,412)	146,450	168,650	22,200
2,900	3,900	3,900	3,900	3,900	3,900	3,900	80,200	25,000	5,580	(19,420)	184,000	3,226	(180,774)
17,500	19,500	19,500	19,500	19,500	19,500	19,500	349,000	113,500	3,845	(109,655)	97,500	-	(97,500)
25,025	-	-	-	-	-	-	25,025	-	-	-	17,225	-	(17,225)
300,000	-	-	-	-	200,000	-	500,000	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	3,427	3,427	-	5,656	5,656
-	-	-	-	-	-	-	1,250,000	365,000	365,000	-	500,000	500,000	-
33,750	-	7,500	-	33,750	-	7,500	202,500	73,750	78,952	5,202	71,250	47,704	(23,546)
658,825	313,375	322,575	313,375	347,125	513,375	320,875	12,334,100	5,640,390	5,242,051	(398,339)	5,194,200	4,938,682	(255,518)
\$ 1,611,234	\$ 2,211,609	\$ 2,139,534	\$ 2,227,659	\$ 2,634,534	\$ 2,299,159	\$ 2,206,284	\$ 2,206,284	\$ 201,110	\$ 690,392	\$ 489,282	\$ 83,942	\$ 258,384	\$ 174,442

HEBREW HEALTH CARE and AFFILIATES
Skilled Nursing Facility

	Actual 10/29/16	11/5/16	11/12/16	11/19/16	11/26/16	12/3/16	12/10/16	12/17/16	12/24/16	12/31/16	1/7/17	1/14/17
Cash, Beginning of Period	\$ (836,405)	\$ (1,047,362)	\$ (735,362)	\$ (326,862)	\$ (769,862)	\$ (1,212,862)	\$ (1,155,862)	\$ (1,348,862)	\$ (890,362)	\$ (1,365,862)	\$ (1,292,937)	\$ (1,220,012)
Cash Receipts:												
Room and Board	293,067	320,000	1,416,500	65,000	65,000	65,000	65,000	1,416,500	65,000	65,000	65,000	724,500
Ancillary	2,700	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	48,750
Other	100,228	32,500	32,500	32,500	32,500	32,500	32,500	332,500	-	-	-	-
DIP Loan Proceeds	-	500,000	-	-	-	500,000	250,000	-	-	-	-	-
Total Cash Receipts	395,995	917,500	1,514,000	162,500	162,500	662,500	412,500	1,814,000	130,000	130,000	130,000	773,250
Cash Disbursements:												
Salary and Wages	323,185	410,000	410,000	410,000	410,000	410,000	410,000	410,000	410,000	16,500	16,500	16,500
Fringe Benefits	96,269	102,500	102,500	102,500	102,500	102,500	102,500	102,500	102,500	4,125	4,125	4,125
Other:												
Administration	51,097	22,000	22,000	22,000	22,000	22,000	22,000	22,000	22,000	22,000	22,000	22,000
Medical Services	-	250	250	250	250	250	250	250	250	-	-	-
Nursing Services	16,566	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000	-	-	-
Social Work Services	-	100	100	100	100	100	100	100	100	-	-	-
Rehabilitation Services	-	500	500	500	500	500	500	500	500	-	-	-
Life Enrichment Services	126	700	700	700	700	700	700	700	700	-	-	-
Pharmacy	27,242	16,750	16,750	16,750	16,750	16,750	16,750	16,750	16,750	-	-	-
Nutritional Services	45,260	23,750	23,750	23,750	23,750	23,750	23,750	23,750	23,750	-	-	-
Environmental Services	11,640	6,500	6,500	6,500	6,500	6,500	6,500	6,500	6,500	-	-	-
Building Operations	35,567	12,450	12,450	12,450	12,450	12,450	12,450	12,450	12,450	12,450	12,450	12,450
Miscellaneous	-	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000
ALSA Services	-	-	-	-	-	-	-	-	-	-	-	-
US Trustee Fees	-	-	-	-	-	-	-	-	-	-	-	-
Professional Fees	-	-	-	-	-	-	-	-	-	-	-	-
Capital Expenditures	-	-	-	-	-	-	-	-	-	-	-	-
DIP Loan Payments	-	-	500,000	-	-	-	-	750,000	-	-	-	-
Debt Service	-	-	-	-	-	-	-	-	-	-	-	-
Total Cash Disbursements	606,952	605,500	1,105,500	605,500	605,500	605,500	605,500	1,355,500	605,500	57,075	57,075	57,075
Cash, End of Period	\$ (1,047,362)	\$ (735,362)	\$ (326,862)	\$ (769,862)	\$ (1,212,862)	\$ (1,155,862)	\$ (1,348,862)	\$ (890,362)	\$ (1,365,862)	\$ (1,292,937)	\$ (1,220,012)	\$ (503,837)

1/21/17	1/28/17	2/4/17	2/11/17	2/18/17	2/25/17	3/4/17	Total
\$ (503,837)	\$ 81,088	\$ 827,713	\$ 866,088	\$ 904,463	\$ 942,838	\$ 848,713	\$ (1,047,362)
724,500	724,500	32,500	32,500	32,500	16,250	16,250	5,911,500
48,750	48,750	32,500	32,500	32,500	16,250	16,250	926,250
-	-	-	-	-	-	-	527,500
-	-	-	-	-	-	-	1,250,000
773,250	773,250	65,000	65,000	65,000	32,500	32,500	8,615,250
16,500	16,500	16,500	16,500	16,500	16,500	16,500	3,445,000
4,125	4,125	4,125	4,125	4,125	4,125	4,125	861,250
4,000	4,000	4,000	4,000	4,000	4,000	4,000	270,000
-	-	-	-	-	-	-	2,000
-	-	-	-	-	-	-	64,000
-	-	-	-	-	-	-	800
-	-	-	-	-	-	-	4,000
-	-	-	-	-	-	-	5,600
-	-	-	-	-	-	-	134,000
-	-	-	-	-	-	-	190,000
-	-	-	-	-	-	-	52,000
1,000	1,000	1,000	1,000	1,000	1,000	1,000	143,950
1,000	1,000	1,000	1,000	1,000	1,000	1,000	29,000
-	-	-	-	-	-	-	-
11,700	-	-	-	-	-	-	11,700
150,000	-	-	-	-	100,000	-	250,000
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	1,250,000
-	-	-	-	-	-	-	-
188,325	26,625	26,625	26,625	26,625	126,625	26,625	6,713,300
\$ 81,088	\$ 827,713	\$ 866,088	\$ 904,463	\$ 942,838	\$ 848,713	\$ 854,588	\$ 854,588

Cumulative			Cumulative		
Projected	Actual	Variance	Projected	Actual	Variance
Through 9-24-16			10/29/16		
\$ 750,000	\$ 659,714	\$ (90,286)	\$ (154,228)	\$ (154,228)	\$ -
1,991,500	2,553,856	562,356	2,016,500	2,211,311	194,811
390,000	155,100	(234,900)	325,000	72,919	(252,081)
195,000	51,998	(143,002)	162,500	131,963	(30,537)
365,000	374,429	9,429	500,000	500,000	-
2,941,500	3,135,383	193,883	3,004,000	2,916,193	(87,807)
2,460,000	2,028,914	(431,086)	2,050,000	1,662,037	(387,963)
615,000	941,857	326,857	512,500	833,245	320,745
93,500	163,129	69,629	101,550	196,162	94,612
1,250	9,265	8,015	1,250	1,141	(109)
34,000	16,673	(17,327)	40,000	55,167	15,167
500	-	(500)	500	102	(398)
2,500	399	(2,101)	2,500	1,439	(1,061)
3,500	747	(2,753)	3,500	508	(2,992)
100,500	147,966	47,466	83,750	145,316	61,566
142,500	129,902	(12,598)	118,750	226,365	107,615
39,000	89,554	50,554	32,500	65,199	32,699
74,700	44,867	(29,833)	62,250	118,957	56,707
12,000	3,780	(8,220)	170,000	3,177	(166,823)
-	3,845	3,845	-	-	-
-	-	-	8,450	-	(8,450)
-	3,427	3,427	-	-	-
365,000	365,000	-	500,000	500,000	-
-	-	-	-	512	512
3,943,950	3,949,325	5,375	3,687,500	3,809,327	121,827
\$ (252,450)	\$ (154,228)	\$ 98,222	\$ (837,728)	\$ (1,047,362)	\$ (209,634)

HEBREW HEALTH CARE and AFFILIATES
Hospital

	Actual 10/29/16	11/5/16	11/12/16	11/19/16	11/26/16	12/3/16	12/10/16	12/17/16	12/24/16	12/31/16	1/7/17	1/14/17
Cash, Beginning of Period	\$ 294,711	\$ 405,743	\$ 401,243	\$ 523,243	\$ 481,243	\$ 439,243	\$ 397,243	\$ 408,993	\$ 579,493	\$ 537,493	\$ 495,493	\$ 490,993
Cash Receipts:												
Room and Board	206,245	95,000	221,500	57,500	57,500	57,500	111,250	270,000	57,500	57,500	95,000	221,500
Ancillary	526	21,500	21,500	21,500	21,500	21,500	21,500	21,500	21,500	21,500	21,500	21,500
Other		6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000
DIP Loan Proceeds		-	-	-	-	-	-	-	-	-	-	-
Total Cash Receipts	206,771	122,500	249,000	85,000	85,000	85,000	138,750	297,500	85,000	85,000	122,500	249,000
Cash Disbursements:												
Salary and Wages	80,836	78,000	78,000	78,000	78,000	78,000	78,000	78,000	78,000	78,000	78,000	78,000
Fringe Benefits	6,147	19,500	19,500	19,500	19,500	19,500	19,500	19,500	19,500	19,500	19,500	19,500
Other:												
Administration	8,756	12,500	12,500	12,500	12,500	12,500	12,500	12,500	12,500	12,500	12,500	12,500
Medical Services		-	-	-	-	-	-	-	-	-	-	-
Nursing Services		-	-	-	-	-	-	-	-	-	-	-
Social Work Services		-	-	-	-	-	-	-	-	-	-	-
Rehabilitation Services		-	-	-	-	-	-	-	-	-	-	-
Life Enrichment Services		-	-	-	-	-	-	-	-	-	-	-
Pharmacy		5,750	5,750	5,750	5,750	5,750	5,750	5,750	5,750	5,750	5,750	5,750
Nutritional Services		5,750	5,750	5,750	5,750	5,750	5,750	5,750	5,750	5,750	5,750	5,750
Environmental Services		1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
Building Operations		4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000
Miscellaneous		500	500	500	500	500	500	500	500	500	500	500
ALSA Services		-	-	-	-	-	-	-	-	-	-	-
US Trustee Fees		-	-	-	-	-	-	-	-	-	-	-
Professional Fees		-	-	-	-	-	-	-	-	-	-	-
Capital Expenditures		-	-	-	-	-	-	-	-	-	-	-
DIP Loan Payments		-	-	-	-	-	-	-	-	-	-	-
Debt Service		-	-	-	-	-	-	-	-	-	-	-
Total Cash Disbursements	95,739	127,000	127,000	127,000	127,000	127,000	127,000	127,000	127,000	127,000	127,000	127,000
Cash, End of Period	\$ 405,743	\$ 401,243	\$ 523,243	\$ 481,243	\$ 439,243	\$ 397,243	\$ 408,993	\$ 579,493	\$ 537,493	\$ 495,493	\$ 490,993	\$ 612,993

	1/21/17	1/28/17	2/4/17	2/11/17	2/18/17	2/25/17	3/4/17	Total
\$	612,993	\$ 535,993	\$ 493,993	\$ 451,993	\$ 434,993	\$ 605,493	\$ 543,493	\$ 405,743
	57,500	57,500	57,500	82,500	270,000	57,500	57,500	1,941,750
	21,500	21,500	21,500	21,500	21,500	21,500	21,500	387,000
	6,000	6,000	6,000	6,000	6,000	6,000	6,000	108,000
	-	-	-	-	-	-	-	-
	85,000	85,000	85,000	110,000	297,500	85,000	85,000	2,436,750
	78,000	78,000	78,000	78,000	78,000	78,000	78,000	1,404,000
	19,500	19,500	19,500	19,500	19,500	19,500	19,500	351,000
	12,500	12,500	12,500	12,500	12,500	12,500	12,500	225,000
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
	5,750	5,750	5,750	5,750	5,750	5,750	5,750	103,500
	5,750	5,750	5,750	5,750	5,750	5,750	5,750	103,500
	1,000	1,000	1,000	1,000	1,000	1,000	1,000	18,000
	4,000	4,000	4,000	4,000	4,000	4,000	4,000	72,000
	500	500	500	500	500	500	500	9,000
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
	35,000	-	-	-	-	20,000	-	55,000
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
	162,000	127,000	127,000	127,000	127,000	147,000	127,000	2,341,000
\$	535,993	\$ 493,993	\$ 451,993	\$ 434,993	\$ 605,493	\$ 543,493	\$ 501,493	\$ 501,493

Cumulative			Cumulative		
Projected	Actual	Variance	Projected	Actual	Variance
Through 9-24-16			10/29/16		
\$ -	\$ -	\$ -	\$ 121,186	\$ 121,186	\$ -
595,000	705,502	110,502	553,750	748,171	194,421
129,000	5,497	(123,503)	107,500	5,845	(101,655)
36,000	-	(36,000)	30,000	-	(30,000)
-	-	-	-	-	-
760,000	710,999	(49,001)	691,250	754,016	62,766
468,000	519,575	51,575	390,000	410,287	20,287
117,000	39,256	(77,744)	97,500	31,183	(66,317)
53,125	30,622	(22,503)	62,500	27,139	(35,361)
-	360	360	-	850	850
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
34,500	-	(34,500)	28,750	-	(28,750)
34,500	-	(34,500)	28,750	-	(28,750)
4,250	-	(4,250)	5,000	-	(5,000)
17,000	-	(17,000)	20,000	-	(20,000)
2,500	-	(2,500)	2,500	-	(2,500)
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
730,875	589,813	(141,062)	635,000	469,459	(165,541)
\$ 29,125	\$ 121,186	\$ 92,061	\$ 177,436	\$ 405,743	\$ 228,307

HEBREW HEALTH CARE and AFFILIATES
CGSC

	Actual 10/29/16	11/5/16	11/12/16	11/19/16	11/26/16	12/3/16	12/10/16	12/17/16	12/24/16	12/31/16	1/7/17	1/14/17
Cash, Beginning of Period	\$ (108,687)	\$ (119,077)	\$ (129,577)	\$ (140,077)	\$ (150,577)	\$ (161,077)	\$ (171,577)	\$ (182,077)	\$ (192,577)	\$ (203,077)	\$ (213,577)	\$ (224,077)
Cash Receipts:												
Room and Board	-	-	-	-	-	-	-	-	-	-	-	-
Ancillary	5,442	9,000	9,000	9,000	9,000	9,000	9,000	9,000	9,000	9,000	9,000	9,000
Other	-	-	-	-	-	-	-	-	-	-	-	-
DIP Loan Proceeds	-	-	-	-	-	-	-	-	-	-	-	-
Total Cash Receipts	5,442	9,000	9,000	9,000	9,000	9,000	9,000	9,000	9,000	9,000	9,000	9,000
Cash Disbursements:												
Salary and Wages	15,314	13,500	13,500	13,500	13,500	13,500	13,500	13,500	13,500	13,500	13,500	13,500
Fringe Benefits	518	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500
Other:												
Administration	-	1,750	1,750	1,750	1,750	1,750	1,750	1,750	1,750	1,750	1,750	1,750
Medical Services	-	-	-	-	-	-	-	-	-	-	-	-
Nursing Services	-	-	-	-	-	-	-	-	-	-	-	-
Social Work Services	-	-	-	-	-	-	-	-	-	-	-	-
Rehabilitation Services	-	-	-	-	-	-	-	-	-	-	-	-
Life Enrichment Services	-	-	-	-	-	-	-	-	-	-	-	-
Pharmacy	-	-	-	-	-	-	-	-	-	-	-	-
Nutritional Services	-	-	-	-	-	-	-	-	-	-	-	-
Environmental Services	-	-	-	-	-	-	-	-	-	-	-	-
Building Operations	-	-	-	-	-	-	-	-	-	-	-	-
Miscellaneous	-	750	750	750	750	750	750	750	750	750	750	750
ALSA Services	-	-	-	-	-	-	-	-	-	-	-	-
US Trustee Fees	-	-	-	-	-	-	-	-	-	-	-	-
Professional Fees	-	-	-	-	-	-	-	-	-	-	-	-
Capital Expenditures	-	-	-	-	-	-	-	-	-	-	-	-
DIP Loan Payments	-	-	-	-	-	-	-	-	-	-	-	-
Debt Service	-	-	-	-	-	-	-	-	-	-	-	-
Total Cash Disbursements	15,832	19,500	19,500	19,500	19,500	19,500	19,500	19,500	19,500	19,500	19,500	19,500
Cash, End of Period	\$ (119,077)	\$ (129,577)	\$ (140,077)	\$ (150,577)	\$ (161,077)	\$ (171,577)	\$ (182,077)	\$ (192,577)	\$ (203,077)	\$ (213,577)	\$ (224,077)	\$ (234,577)

1/21/17	1/28/17	2/4/17	2/11/17	2/18/17	2/25/17	3/4/17	Total
\$ (234,577)	\$ (245,077)	\$ (255,577)	\$ (266,077)	\$ (276,577)	\$ (287,077)	\$ (297,577)	\$ (119,077)
-	-	-	-	-	-	-	-
9,000	9,000	9,000	9,000	9,000	9,000	9,000	162,000
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
9,000	9,000	9,000	9,000	9,000	9,000	9,000	162,000
13,500	13,500	13,500	13,500	13,500	13,500	13,500	243,000
3,500	3,500	3,500	3,500	3,500	3,500	3,500	63,000
300	1,750	1,750	1,750	1,750	1,750	1,750	30,050
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
250	750	750	750	750	750	750	13,000
-	-	-	-	-	-	-	-
1,950	-	-	-	-	-	-	1,950
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
19,500	19,500	19,500	19,500	19,500	19,500	19,500	351,000
\$ (245,077)	\$ (255,577)	\$ (266,077)	\$ (276,577)	\$ (287,077)	\$ (297,577)	\$ (308,077)	\$ (308,077)

Projected	Cumulative Actual Through 9-24-16	Variance	Projected	Cumulative Actual 10/29/16	Variance
\$ -	\$ -	\$ -	\$ (52,602)	\$ (52,602)	\$ -
-	-	-	-	-	-
54,000	41,603	(12,397)	45,000	16,972	(28,028)
-	-	-	-	-	-
-	-	-	-	-	-
54,000	41,603	(12,397)	45,000	16,972	(28,028)
81,000	89,978	8,978	67,500	74,433	6,933
21,000	3,652	(17,348)	17,500	2,737	(14,763)
7,000	575	(6,425)	7,300	6,277	(1,023)
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
3,000	-	(3,000)	3,250	-	(3,250)
-	-	-	-	-	-
-	-	-	1,950	-	(1,950)
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
112,000	94,205	(17,795)	97,500	83,447	(14,053)
\$ (58,000)	\$ (52,602)	\$ 5,398	\$ (105,102)	\$ (119,077)	\$ (13,975)

HEBREW HEALTH CARE and AFFILIATES

Adult Day Center

	Actual 10/29/16	11/5/16	11/12/16	11/19/16	11/26/16	12/3/16	12/10/16	12/17/16	12/24/16	12/31/16	1/7/17	1/14/17
Cash, Beginning of Period	\$ 49,356	\$ 46,510	\$ 40,560	\$ 72,310	\$ 68,060	\$ 63,810	\$ 57,860	\$ 53,610	\$ 81,360	\$ 77,110	\$ 72,860	\$ 66,910
Cash Receipts:												
Room and Board	-	-	-	-	-	-	-	-	-	-	-	-
Ancillary	2,818	5,000	41,000	5,000	5,000	5,000	5,000	37,000	5,000	5,000	5,000	41,000
Other	-	-	-	-	-	-	-	-	-	-	-	-
DIP Loan Proceeds	-	-	-	-	-	-	-	-	-	-	-	-
Total Cash Receipts	2,818	5,000	41,000	5,000	5,000	5,000	5,000	37,000	5,000	5,000	5,000	41,000
Cash Disbursements:												
Salary and Wages	4,579	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500
Fringe Benefits	347	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250
Other:												
Administration	738	1,150	1,150	1,150	1,150	1,150	1,150	1,150	1,150	1,150	1,150	1,150
Medical Services	-	-	-	-	-	-	-	-	-	-	-	-
Nursing Services	-	-	-	-	-	-	-	-	-	-	-	-
Social Work Services	-	-	-	-	-	-	-	-	-	-	-	-
Rehabilitation Services	-	-	-	-	-	-	-	-	-	-	-	-
Life Enrichment Services	-	-	-	-	-	-	-	-	-	-	-	-
Pharmacy	-	-	-	-	-	-	-	-	-	-	-	-
Nutritional Services	-	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200
Environmental Services	-	-	-	-	-	-	-	-	-	-	-	-
Building Operations	-	1,700	-	-	-	1,700	-	-	-	-	1,700	-
Miscellaneous	-	150	150	150	150	150	150	150	150	150	150	150
ALSA Services	-	-	-	-	-	-	-	-	-	-	-	-
US Trustee Fees	-	-	-	-	-	-	-	-	-	-	-	-
Professional Fees	-	-	-	-	-	-	-	-	-	-	-	-
Capital Expenditures	-	-	-	-	-	-	-	-	-	-	-	-
DIP Loan Payments	-	-	-	-	-	-	-	-	-	-	-	-
Debt Service	-	-	-	-	-	-	-	-	-	-	-	-
Total Cash Disbursements	5,664	10,950	9,250	9,250	9,250	10,950	9,250	9,250	9,250	9,250	10,950	9,250
Cash, End of Period	\$ 46,510	\$ 40,560	\$ 72,310	\$ 68,060	\$ 63,810	\$ 57,860	\$ 53,610	\$ 81,360	\$ 77,110	\$ 72,860	\$ 66,910	\$ 98,660

	1/21/17	1/28/17	2/4/17	2/11/17	2/18/17	2/25/17	3/4/17	Total
\$	98,660	\$ 74,410	\$ 70,160	\$ 64,210	\$ 59,960	\$ 91,710	\$ 72,460	\$ 46,510
	-	-	-	-	-	-	-	-
	5,000	5,000	5,000	5,000	41,000	5,000	5,000	230,000
	-	-	-	-	-	-	-	-
	5,000	5,000	5,000	5,000	41,000	5,000	5,000	230,000
	5,500	5,500	5,500	5,500	5,500	5,500	5,500	99,000
	1,250	1,250	1,250	1,250	1,250	1,250	1,250	22,500
	1,150	1,150	1,150	1,150	1,150	1,150	1,150	20,700
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
	1,200	1,200	1,200	1,200	1,200	1,200	1,200	21,600
	-	-	-	-	-	-	-	-
	-	-	1,700	-	-	-	-	6,800
	150	150	150	150	150	150	150	2,700
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
	20,000	-	-	-	-	15,000	-	35,000
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
	29,250	9,250	10,950	9,250	9,250	24,250	9,250	208,300
\$	74,410	\$ 70,160	\$ 64,210	\$ 59,960	\$ 91,710	\$ 72,460	\$ 68,210	\$ 68,210

Cumulative			Cumulative		
Projected	Actual	Variance	Projected	Actual	Variance
Through 9-24-16			10/29/16		
\$ -	\$ -	\$ -	\$ 17,857	\$ 17,857	\$ -
-	-	-	-	-	-
66,000	43,990	(22,010)	57,000	54,223	(2,777)
-	-	-	-	-	-
66,000	43,990	(22,010)	57,000	54,223	(2,777)
33,000	23,771	(9,229)	27,500	22,966	(4,534)
7,500	1,842	(5,658)	6,250	1,714	(4,536)
4,890	520	(4,370)	5,750	841	(4,909)
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
5,100	-	(5,100)	6,000	-	(6,000)
-	-	-	-	-	-
1,700	-	(1,700)	1,700	-	(1,700)
750	-	(750)	750	49	(701)
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
52,940	26,133	(26,807)	47,950	25,570	(22,380)
\$ 13,060	\$ 17,857	\$ 4,797	\$ 26,907	\$ 46,510	\$ 19,603

HEBREW HEALTH CARE and AFFILIATES

ALSA Services

	Actual 10/29/16	11/5/16	11/12/16	11/19/16	11/26/16	12/3/16	12/10/16	12/17/16	12/24/16	12/31/16	1/7/17	1/14/17
Cash, Beginning of Period	\$ 479,630	\$ 455,096	\$ 432,096	\$ 538,096	\$ 515,096	\$ 492,096	\$ 469,096	\$ 446,096	\$ 549,096	\$ 526,096	\$ 503,096	\$ 480,096
Cash Receipts:												
Room and Board		-	-	-	-	-	-	-	-	-	-	-
Ancillary	9,746	7,500	136,500	7,500	7,500	7,500	7,500	133,500	7,500	7,500	7,500	136,500
Other		-	-	-	-	-	-	-	-	-	-	-
DIP Loan Proceeds		-	-	-	-	-	-	-	-	-	-	-
Total Cash Receipts	9,746	7,500	136,500	7,500	7,500	7,500	7,500	133,500	7,500	7,500	7,500	136,500
Cash Disbursements:												
Salary and Wages	31,508	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000
Fringe Benefits	2,392	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000
Other:												
Administration	380	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000
Medical Services		-	-	-	-	-	-	-	-	-	-	-
Nursing Services		-	-	-	-	-	-	-	-	-	-	-
Social Work Services		-	-	-	-	-	-	-	-	-	-	-
Rehabilitation Services		-	-	-	-	-	-	-	-	-	-	-
Life Enrichment Services		-	-	-	-	-	-	-	-	-	-	-
Pharmacy		-	-	-	-	-	-	-	-	-	-	-
Nutritional Services		-	-	-	-	-	-	-	-	-	-	-
Environmental Services		-	-	-	-	-	-	-	-	-	-	-
Building Operations		-	-	-	-	-	-	-	-	-	-	-
Miscellaneous		500	500	500	500	500	500	500	500	500	500	500
ALSA Services		2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000
US Trustee Fees		-	-	-	-	-	-	-	-	-	-	-
Professional Fees		-	-	-	-	-	-	-	-	-	-	-
Capital Expenditures		-	-	-	-	-	-	-	-	-	-	-
DIP Loan Payments		-	-	-	-	-	-	-	-	-	-	-
Debt Service		-	-	-	-	-	-	-	-	-	-	-
Total Cash Disbursements	34,280	30,500	30,500	30,500	30,500	30,500	30,500	30,500	30,500	30,500	30,500	30,500
Cash, End of Period	\$ 455,096	\$ 432,096	\$ 538,096	\$ 515,096	\$ 492,096	\$ 469,096	\$ 446,096	\$ 549,096	\$ 526,096	\$ 503,096	\$ 480,096	\$ 586,096

	1/21/17	1/28/17	2/4/17	2/11/17	2/18/17	2/25/17	3/4/17	Total
\$	586,096	\$ 543,096	\$ 520,096	\$ 497,096	\$ 474,096	\$ 580,096	\$ 542,096	\$ 455,096
	-	-	-	-	-	-	-	-
	7,500	7,500	7,500	7,500	136,500	7,500	7,500	648,000
	-	-	-	-	-	-	-	-
	7,500	7,500	7,500	7,500	136,500	7,500	7,500	648,000
	20,000	20,000	20,000	20,000	20,000	20,000	20,000	360,000
	5,000	5,000	5,000	5,000	5,000	5,000	5,000	90,000
	625	3,000	3,000	3,000	3,000	3,000	3,000	51,625
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
	-	500	500	500	500	500	500	8,500
	-	2,000	2,000	2,000	2,000	2,000	2,000	34,000
	4,875	-	-	-	-	-	-	4,875
	20,000	-	-	-	-	15,000	-	35,000
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
	50,500	30,500	30,500	30,500	30,500	45,500	30,500	584,000
\$	543,096	\$ 520,096	\$ 497,096	\$ 474,096	\$ 580,096	\$ 542,096	\$ 519,096	\$ 519,096

Projected	Cumulative Actual Through 9-24-16	Variance	Projected	Cumulative Actual 10/29/16	Variance
\$ 200,000	\$ 194,106	\$ (5,894)	\$ 376,980	\$ 376,980	\$ -
-	-	-	-	-	-
174,000	388,354	214,354	163,500	264,027	100,527
-	-	-	-	-	-
174,000	388,354	214,354	163,500	264,027	100,527
120,000	190,309	70,309	100,000	156,794	56,794
30,000	14,451	(15,549)	25,000	11,770	(13,230)
12,750	720	(12,030)	13,050	17,347	4,297
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
2,500	-	(2,500)	2,500	-	(2,500)
8,500	-	(8,500)	10,000	-	(10,000)
-	-	-	1,950	-	(1,950)
-	-	-	-	-	-
-	-	-	-	-	-
173,750	205,480	31,730	152,500	185,911	33,411
\$ 200,250	\$ 376,980	\$ 176,730	\$ 387,980	\$ 455,096	\$ 67,116

HEBREW HEALTH CARE and AFFILIATES
Summer Wood

	Actual 10/29/16	11/5/16	11/12/16	11/19/16	11/26/16	12/3/16	12/10/16	12/17/16	12/24/16	12/31/16	1/7/17	1/14/17
Cash, Beginning of Period	\$ 525,775	\$ 517,474	\$ 538,974	\$ 718,974	\$ 618,724	\$ 552,224	\$ 523,224	\$ 627,724	\$ 732,224	\$ 636,974	\$ 625,474	\$ 616,974
Cash Receipts:												
Room and Board	42,269	110,500	261,500	15,000	15,000	60,000	186,000	186,000	20,000	70,000	110,500	261,500
Ancillary	191	17,500	17,500	17,500	17,500	17,500	17,500	17,500	17,500	17,500	17,500	17,500
Other	1,505	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500
DIP Loan Proceeds		-	-	-	-	-	-	-	-	-	-	-
Total Cash Receipts	43,965	129,500	280,500	34,000	34,000	79,000	205,000	205,000	39,000	89,000	129,500	280,500
Cash Disbursements:												
Salary and Wages	30,437	34,500	34,500	34,500	34,500	34,500	34,500	34,500	34,500	34,500	34,500	34,500
Fringe Benefits	2,321	8,500	8,500	8,500	8,500	8,500	8,500	8,500	8,500	8,500	8,500	8,500
Other:												
Administration	5,861	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000
Medical Services		-	-	-	-	-	-	-	-	-	-	-
Nursing Services		-	-	-	-	-	-	-	-	-	-	-
Social Work Services		-	-	-	-	-	-	-	-	-	-	-
Rehabilitation Services		-	-	-	-	-	-	-	-	-	-	-
Life Enrichment Services	2,942	-	-	-	-	-	-	-	-	-	-	-
Pharmacy		-	-	-	-	-	-	-	-	-	-	-
Nutritional Services	7,367	11,500	11,500	11,500	11,500	11,500	11,500	11,500	11,500	11,500	11,500	11,500
Environmental Services	926	-	-	-	-	-	-	-	-	-	-	-
Building Operations	2,412	12,500	12,500	12,500	12,500	12,500	12,500	12,500	12,500	12,500	12,500	12,500
Miscellaneous		1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
ALSA Services		17,500	17,500	17,500	17,500	17,500	17,500	17,500	17,500	17,500	17,500	17,500
US Trustee Fees		-	-	-	-	-	-	-	-	-	-	-
Professional Fees		-	-	-	-	-	-	-	-	-	-	-
Capital Expenditures		-	-	-	-	-	-	-	-	-	-	-
DIP Loan Payments												
Debt Service		7,500	-	33,750	-	7,500	-	-	33,750	-	37,500	-
Total Cash Disbursements	52,266	108,000	100,500	134,250	100,500	108,000	100,500	100,500	134,250	100,500	138,000	100,500
Cash, End of Period	\$ 517,474	\$ 538,974	\$ 718,974	\$ 618,724	\$ 552,224	\$ 523,224	\$ 627,724	\$ 732,224	\$ 636,974	\$ 625,474	\$ 616,974	\$ 796,974

	1/21/17	1/28/17	2/4/17	2/11/17	2/18/17	2/25/17	3/4/17	Total
\$	796,974	\$ 621,724	\$ 555,224	\$ 526,224	\$ 630,724	\$ 701,474	\$ 589,974	\$ 517,474
	15,000	15,000	60,000	186,000	186,000	20,000	70,000	1,848,000
	17,500	17,500	17,500	17,500	17,500	17,500	17,500	315,000
	1,500	1,500	1,500	1,500	1,500	1,500	1,500	27,000
	-	-	-	-	-	-	-	-
	34,000	34,000	79,000	205,000	205,000	39,000	89,000	2,190,000
	34,500	34,500	34,500	34,500	34,500	34,500	34,500	621,000
	8,500	8,500	8,500	8,500	8,500	8,500	8,500	153,000
	8,500	15,000	15,000	15,000	15,000	15,000	15,000	263,500
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
	11,500	11,500	11,500	11,500	11,500	11,500	11,500	207,000
	-	-	-	-	-	-	-	-
	12,500	12,500	12,500	12,500	12,500	12,500	12,500	225,000
	1,000	1,000	1,000	1,000	1,000	1,000	1,000	18,000
	17,500	17,500	17,500	17,500	17,500	17,500	17,500	315,000
	6,500	-	-	-	-	-	-	6,500
	75,000	-	-	-	-	50,000	-	125,000
	-	-	-	-	-	-	-	-
	33,750	-	7,500	-	33,750	-	7,500	202,500
	209,250	100,500	108,000	100,500	134,250	150,500	108,000	2,136,500
\$	621,724	\$ 555,224	\$ 526,224	\$ 630,724	\$ 701,474	\$ 589,974	\$ 570,974	\$ 570,974

Cumulative			Cumulative		
Projected	Actual	Variance	Projected	Actual	Variance
Through 9-24-16			10/29/16		
\$ 300,000	\$ 237,621	\$ (62,379)	\$ 381,199	\$ 381,199	\$ -
482,000	515,258	33,258	532,000	496,528	(35,472)
105,000	5,415	(99,585)	87,500	191	(87,309)
9,000	-	(9,000)	7,500	4,524	(2,976)
-	-	-	-	-	-
596,000	520,673	(75,327)	627,000	501,243	(125,757)
207,000	184,370	(22,630)	172,500	159,744	(12,756)
51,000	14,036	(36,964)	42,500	12,032	(30,468)
63,750	23,630	(40,120)	70,125	37,240	(32,885)
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	4,303	4,303	-	7,934	7,934
-	-	-	-	-	-
69,000	37,814	(31,186)	57,500	41,341	(16,159)
-	944	944	-	4,136	4,136
53,125	31,246	(21,879)	62,500	49,693	(12,807)
4,250	1,800	(2,450)	5,000	-	(5,000)
105,000	-	(105,000)	87,500	-	(87,500)
-	-	-	4,875	-	(4,875)
-	-	-	-	-	-
-	-	-	-	5,656	5,656
-	-	-	-	-	-
73,750	78,952	5,202	71,250	47,192	(24,058)
626,875	377,095	(249,780)	573,750	364,968	(208,782)
\$ 269,125	\$ 381,199	\$ 112,074	\$ 434,449	\$ 517,474	\$ 83,025