

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

_____)	
In re:)	Chapter 11
Lower Bucks Hospital,)	
)	Case No. 10-10239 (____)
)	
Debtor.)	Joint Administration Requested
_____)	
In re:)	Chapter 11
Lower Bucks Health Enterprises, Inc.,)	
)	Case No. 10-10241 (____)
)	
Debtor.)	Joint Administration Requested
_____)	
In re:)	Chapter 11
Advanced Primary Care Physicians,)	
)	Case No. 10-10243 (____)
)	
Debtor.)	Joint Administration Requested
_____)	

INTERIM ORDER (I) AUTHORIZING DEBTORS TO USE CASH COLLATERAL PURSUANT TO 11 U.S.C. § 363, (II) GRANTING ADEQUATE PROTECTION PURSUANT TO 11 U.S.C. §§ 361 AND 363, AND (III) SCHEDULING FINAL HEARING PURSUANT TO BANKRUPTCY RULE 4001(b)

THIS MATTER coming before this Court on the Debtors' Motion for Entry of an Interim Order (i) Authorizing Debtors to Use Cash Collateral Pursuant to 11 U.S.C. § 363, (ii) Granting Adequate Protection Pursuant to 11 U.S.C. §§ 361 and 363, and (iii) Scheduling a Final Hearing Pursuant to Bankruptcy Rule 4001(b) (the "Motion")¹, for interim and final orders seeking: (1) authorization for the Debtors to use Cash Collateral (as defined herein) pursuant to the terms of this order (the "Interim Order"); (2) the grant of adequate protection to The Bank of

¹ Unless otherwise defined, capitalized terms used herein shall have the meanings ascribed to them in the Motion.

New York Mellon Trust Company, N.A., Trustee for the Borough of Langhorne Higher Education and Health Authority Hospital Revenue Bonds, Series of 1992 (The Lower Bucks Hospital) (the “Indenture Trustee”); (3) the scheduling, pursuant to Bankruptcy Rule 4001, of an interim hearing (the “Interim Hearing”) on the Motion to be held before this Court to consider entry of this Interim Order; and (4) the scheduling, pursuant to Bankruptcy Rule 4001(b)(2), of a final hearing (the “Final Hearing”) to consider entry of an order (the “Final Order”) granting the relief requested in the Motion on a final basis; and based upon all the pleadings filed with the Court and the evidence presented and the entire record herein; and the Court having heard and resolved or overruled any objections to the interim relief requested in the Motion; and the Court having noted the appearances of all parties in interest; and it appearing that the relief requested in the Motion is in the best interests of the Debtors, their estates, and creditors; and after due deliberation thereon, and sufficient cause appearing therefor:

IT IS HEREBY FOUND AND DETERMINED THAT:²

A. Petition Date. On January 13, 2010 (the “Petition Date”), the Debtors commenced their chapter 11 cases (the “Chapter 11 Cases”) by filing voluntary petitions for relief under chapter 11 of the Bankruptcy Code. The Debtors are operating their businesses and managing their affairs as debtors-in-possession pursuant to Sections 1107(a) and 1108 of the Bankruptcy Code. No trustee, examiner or committee of creditors holding unsecured claims appointed under Section 1102(a) of the Bankruptcy Code (“Committee”) has been appointed in any of the Chapter 11 Cases.

B. Jurisdiction; Venue. The Court has jurisdiction over the Chapter 11 Cases and the Debtors’ property pursuant to 28 U.S.C. § 1334. This is a core proceeding pursuant to 28

² Pursuant to Bankruptcy Rule 7052, findings of fact shall be construed as conclusions of law, and conclusions of law shall be construed as findings of fact, as applicable.

U.S.C. § 157(b)(2)(A), (M) and (O). Venue of the Chapter 11 Cases and the Motion is proper under 28 U.S.C. §§ 1408 and 1409.

C. Notice. Notice of the Motion, the relief requested therein and the Interim Hearing (the “Notice”) was served by the Debtors on: (a) the Office of the United States Trustee for the Eastern District of Pennsylvania; (b) the Office of the United States Attorney for the Eastern District of Pennsylvania; (c) the Office of the Attorney General for the Commonwealth of Pennsylvania; (d) the Commonwealth of Pennsylvania Department of Labor and Industry; (e) the entities listed on the Consolidated List of Creditors Holding the 30 Largest Unsecured Claims filed by the Debtors pursuant to Bankruptcy Rule 1007(d); (f) counsel to Indenture Trustee; (g) the Internal Revenue Service; (h) the Commonwealth of Pennsylvania Department of Revenue; (i) counsel to the International Union of Operating Engineers, Local 835 AFL-CIO; (j) counsel to the Pennsylvania Association of Staff Nurses & Allied Professionals; (k) the Pension Benefit Guaranty Corporation; (l) the Commonwealth of Pennsylvania Department of Revenue; (m) all applicable local taxing authorities; and (n) all parties asserting liens against the Debtors’ assets (collectively, the “Notice Parties”).

D. Prepetition Indebtedness. For purposes of this Interim Order, the term “Prepetition Indebtedness” shall mean all obligations owed by Lower Bucks Hospital to the Indenture Trustee, as assignee of all rights of The Borough of Langhorne Manor Higher Education and Health Authority, under that certain Loan and Security Agreement dated as of November 1, 1992 between The Borough of Langhorne Manor Higher Education and Health Authority and The Lower Bucks Hospital (the “Loan and Security Agreement”).

E. Prepetition Liens. To secure the Prepetition Indebtedness, Lower Bucks Hospital (“LBH” or the “Hospital”) granted to the Indenture Trustee for the benefit of the

holders of the Borough of Langhorne Manor Higher Education and Health Authority Hospital Revenue Bonds, Series 1992 (The Lower Bucks Hospital) (the “Bondholders”) a lien in LBH’s Unrestricted Gross Revenues, which term is defined as:

unrestricted receipts, revenues, income and other monies received by or on behalf of the Hospital from whatever source derived recorded as additions to unrestricted current funds in the financial statements of the Hospital under Generally Accepted Accounting Principles, including without limiting the generality of the foregoing, transfers to unrestricted current funds from other funds of the Hospital such as the “Endowment Funds” as set forth on the Hospital’s financial statements, and all rights to receive the same whether in the form of accounts receivable, contract rights, chattel paper, instruments, general intangibles or other rights and the proceeds thereof including any insurance proceeds and condemnation awards derived therefrom, whether now existing or hereafter acquired coming into existence and whether now owned or held or hereafter acquired by the Hospital

(to the extent such Unrestricted Gross Revenues existed as of the Petition Date, the “Prepetition Collateral”);

F. Debtors’ Acknowledgments and Stipulations. The Debtors acknowledge, represent, stipulate, and agree that, as of the Petition Date:

1. The Debtors have requested that the Indenture Trustee consent to, among other things, the Debtors’ use of Cash Collateral (as defined below);

2. The Indenture Trustee is entitled, pursuant to Sections 361 and 363(e) of the Bankruptcy Code, to adequate protection to the extent of any diminution of its interests in the Prepetition Collateral due to, among other things, the diminution in value of the Prepetition Collateral that may occur from and after the Petition Date resulting from, among other things, the Debtors’ use of the Prepetition Collateral, and the imposition of the automatic stay pursuant to Section 362 of the Bankruptcy Code;

3. As of the Petition Date, the aggregate amount of the Prepetition Indebtedness is approximately \$24.87 million, exclusive of any interest and other amounts that may be due and owing;

4. As of the Petition Date, the Prepetition Collateral consisted of (a) a reserve fund (the "Reserve Fund") in the approximate amount of \$3,045,556.88, (b) a bond fund (the "Bond Fund") in the approximate amount of \$674.20, (c) cash in the approximate amount of \$3,851,279.79, and (d) accounts receivable in the approximate amount of \$9,300,000.00.

G. Cash Collateral. For purposes of this Interim Order, the term "Cash Collateral" shall mean and include the Prepetition Collateral in LBH's actual possession, and any "cash collateral," as that term is defined in Section 363 of the Bankruptcy Code, in which the Indenture Trustee, for the benefit of the Bondholders, asserts a lien, security interest or other interest.

H. Purpose and Necessity of Use of Cash Collateral.

1. The Debtors have shown good cause for immediate entry of this Interim Order. The Debtors do not have available sources of working capital or sufficient financing to carry on the operation of their businesses without the use of Cash Collateral. The Debtors have an immediate need to use Cash Collateral to enable them to, among other things, continue the operation of their businesses in an orderly manner, maintain patient care, maintain business relationships with suppliers and vendors, fund payroll and satisfy other working capital and operational needs. The access of the Debtors to sufficient working capital and liquidity through the use of Cash Collateral is vital to the preservation and maintenance of the going concern values of the Debtors.

2. Based on the record presented to the Court at the Interim Hearing, the terms of the Debtors' use of Cash Collateral are fair and reasonable and reflect the Debtors' prudent exercise of business judgment consistent with their fiduciary duties.

I. Immediate Entry of Interim Order. The Debtors have requested immediate entry of this Interim Order pursuant to Bankruptcy Rule 4001(b)(2). The permission granted herein to use Cash Collateral is necessary to avoid immediate and irreparable harm to the Debtors' estates. This Court concludes that entry of this Interim Order is in the best interests of the Debtors' respective estates and creditors as its implementation will, among other things, allow for access to the funds necessary for the continued maintenance of patient care and flow of supplies and services to the Debtors necessary to sustain the Debtors' existing businesses and maintain the value of the Debtors' bankruptcy estates.

J. Budget for Use of Cash Collateral. Attached hereto as Exhibit "A" is a budget that sets forth projected cash receipts and cash disbursements on a weekly basis for the time period from and including the Petition Date through April 2, 2010 (the "Budget"). The Budget may be modified or supplemented from time to time only by written agreement of the Indenture Trustee and the Debtors, without the need of further notice, hearing or order of this Court.

Based upon the foregoing findings, acknowledgements, and conclusions, and upon the record made before this Court at the Interim Hearing, and good and sufficient cause appearing therefor:

IT IS HEREBY ORDERED AS FOLLOWS:

1. Disposition. The Motion is granted on an interim basis on the terms set forth in this Interim Order. Any objection to the interim relief sought in the Motion that has not

previously been withdrawn or resolved is hereby overruled on its merits. This Interim Order shall be valid, binding on all parties-in-interest, and fully effective immediately upon entry.

2. Authorization to Use Cash Collateral.

(a) The Debtors are hereby authorized, on an interim basis, to use Cash Collateral in accordance with the terms of the Budget and this Interim Order, until the earlier of (a) February 12, 2010, or (b) the occurrence of a Termination Event, subject to the Remedies Notice Period (as defined below).

(b) The Debtors shall not, without the prior written consent of the Indenture Trustee, for any period set forth below, permit actual aggregate disbursements by the Debtors for such period to be greater than the projected amount thereof set forth in the Budget for such period, by a percentage greater than the percentage set forth opposite such period below:

Period	Maximum Deviation
One week period following the Petition Date	20%
Two week period following the Petition Date	18%
Three week period following the Petition Date	16.5%
Each rolling four-week period ending thereafter	15%

(c) The Debtors shall provide a report to the Indenture Trustee within four (4) business days of the last day of each bi-weekly period set forth in the Budget setting forth (i) the aggregate amount of collections received by the Debtors during such period, (ii) the aggregate amount of disbursements by the Debtors during such period, and (iii) a reconciliation, in form and substance reasonably satisfactory to the Indenture Trustee, of the actual amount of collections and disbursements (in the aggregate and by category) of the Debtors during such period to the budgeted amounts therefor set forth in the Budget for such period.

3. Termination of Cash Collateral Usage. Subject to the Remedies Notice Period (as defined below), any right that the Debtors have to use Cash Collateral under the terms of this Interim Order (but no other provision of this Interim Order) shall terminate (except as the Indenture Trustee may otherwise agree in writing) upon the earliest to occur of the following (each, a "Termination Event"):

- (a) the Debtors' receipt of written notice from the Indenture Trustee of the occurrence of any material violation by the Debtors of any of the provisions of this Interim Order, which violation, if capable of being cured, is not cured within the Remedies Notice Period;
- (b) the effective date of any confirmed plan of reorganization in any or all of the Chapter 11 Cases;
- (c) this Interim Order is stayed, reversed, vacated, amended or otherwise modified in any respect without the prior written consent of the Indenture Trustee;
- (d) immediately upon the appointment of a trustee or an examiner with enlarged powers (beyond those set forth in Sections 1106(a)(3) and (4) of the Bankruptcy Code) relating to the operation of the business of any Debtor in any of the Chapter 11 Cases without the prior written consent of the Indenture Trustee, or any Debtor applies for, consents to, acquiesces in or fails to object to, any such appointment without the prior written consent of the Indenture Trustee; and
- (e) immediately upon the dismissal of any of the Chapter 11 Cases or the conversion of any of the Chapter 11 Cases into a case under Chapter 7 of the Bankruptcy Code.

4. Remedies. Upon the occurrence of a Termination Event, after five (5) business days' written notice (the "Remedies Notice Period") to the Debtors (a copy of which must be filed with the Court and served upon counsel for the Committee, the Office of the United States Trustee and any Patient Care Ombudsman appointed in these Chapter 11 Cases), which notice may be delivered by electronic mail, the Debtors' use of Cash Collateral shall terminate under this Interim Order.

5. Claims Investigation Period. Except as expressly set forth below, all of the terms and conditions of this order shall be immediately and irrevocably binding on all persons and entities. The Debtors and the Committee shall have until 60 days from the date that the Committee is appointed to bring any action challenging the extent, validity, priority and avoidability of any liens, claims and security interests of the Indenture Trustee (the "Investigation Termination Date"). Any assertion of claims or causes of action by or on behalf of the Debtors and/or their estates against the Indenture Trustee must be made by commencing an adversary proceeding or contested matter on or before the Investigation Termination Date. If no such action is filed on or before the Investigation Termination Date, all persons and entities shall be forever barred from bringing or taking any action to challenge the extent, validity, priority and avoidability of any liens, claims and security interests of the Indenture Trustee and the adequate protection and stipulations concerning the Indenture Trustee set forth below shall be permanently and irrevocably binding upon all persons and entities.

6. Adequate Protection for the Indenture Trustee. As adequate protection against any diminution in the value of the interest of the Indenture Trustee in the Prepetition Collateral from and after the Petition Date, but only if and to the extent the Indenture Trustee's asserted lien on the Prepetition Collateral is determined to be a valid, perfected, enforceable and

non-avoidable first priority lien (the "Diminution Claim"), the Indenture Trustee is hereby granted the following, without necessity of execution by the Debtors of mortgages, security agreements, pledge agreements, financing statements or other agreements):

(a) a security interest and replacement lien in all Unrestricted Gross Revenues acquired by LBH subsequent to the Petition Date;

(b) a lien on LBH's real estate, subject only to that certain lien of the Township of Bristol in the principal amount of approximately \$133,000, which consists of several parcels comprising approximately 23 acres located at 501 Bath Road, Bristol, Pennsylvania 19007 and all improvements thereon including with limitation LBH's main hospital building (the "LBH Real Estate"); and

(c) a superpriority claim as provided in Section 507(b) of the Bankruptcy Code with priority over all administrative expense claims, except any superpriority claim provided in Section 507(b) of the Bankruptcy Code held by any other creditor, and unsecured claims against the Debtors or their estates, now existing or hereafter arising, of any kind or nature whatsoever, including, without limitation, administrative expenses of the kind specified in or ordered pursuant to Sections 105, 326, 328, 330, 331, 503(a), 503(b), 507(a), 507(b), 546(c), 546(d), 726, 1113 and 1114 and any other provision of the Bankruptcy Code (the "Adequate Protection Superpriority Claim"), provided, however, that, for the purposes of this Interim Order, the Adequate Protection Superpriority Claim shall not attach to any actions under Chapter 5 of the Bankruptcy Code ("Avoidance Actions") or to the proceeds of any Avoidance Actions.

7. Additional Indenture Trustee Protections. Regardless of whether an action has been brought to determine the extent, validity and priority of liens prior to the Investigation

Termination Date, the Debtors shall provide the following additional protections to the Indenture Trustee:

(a) Trustee Fees and Expenses: To the extent permitted by the Trust Indenture dated as of November 1, 1992 Securing the Borough of Langhorne Manor Higher Education and Health Authority Hospital Revenue Bonds Series of 1992 (The Lower Bucks Hospital) (the "Indenture"), the Indenture Trustee's fees and expenses, including the reasonable fees and expenses of its counsel, may be paid from the Reserve Fund and/or the Bond Fund on a monthly basis, without need for prior Court approval, provided, however, that the Debtors reserve all rights to assert that the full amount of the Reserve Fund and/or the Bond Fund as of the Petition Date should be credited against the total amount of the Indenture Trustee's asserted claim as of the Petition Date; and

(b) Automatic Stay Modified: The automatic stay provisions of section 362 of the Bankruptcy Code hereby are, to the extent applicable, vacated, and modified to the extent necessary to effectuate the payments set forth in paragraph 7(a) above without the need for any further order of this Court with regard to any and all funds held in the Reserve Fund and/or the Bond Fund.

8. Carve-Out. The liens granted pursuant to paragraphs 6(a) and 6(b) hereof (collectively, the "Post-Petition Security Interests") and the Adequate Protection Superpriority Claim granted pursuant to paragraph 6(c) hereof shall, notwithstanding anything else contained herein to the contrary, be subject to: (i) fees payable to the United States Trustee pursuant to 28 U.S.C. § 1930(a)(6) or to the Clerk of the Bankruptcy Court (the "Case Administration Fees"), (ii) unpaid professional fees and expenses ("Professional Fees") payable to any legal or financial advisors retained by the Debtors, any Committee and any Patient Care Ombudsman that are

incurred or accrued prior to the date of the occurrence of a Termination Event, but only as and to the extent such Professional Fees are payable pursuant to the Local Bankruptcy Rules of the United States Bankruptcy Court for the Eastern District of Pennsylvania and/or ultimately allowed by the Court, and (iii) unpaid Professional Fees incurred or accrued on or after the date of the occurrence of a Termination Event in an aggregate amount of \$400,000, as may be allowed by the Court (the professional fees and expenses described in this decretal paragraph 8(a)(i) – (iii) of this Interim Order are collectively referred to as the “Carve-Out”). So long as no Termination Event has occurred, the Debtors shall be permitted to pay Case Administration Fees, the costs of the claims and noticing agent, and Professional Fees allowed and/or payable pursuant to the Local Bankruptcy Rules of the United States Bankruptcy Court for the Eastern District of Pennsylvania and/or under Bankruptcy Code Sections 330, 331 and 503.

9. Limitations. Notwithstanding anything to the contrary set forth herein, this Interim Order is intended merely to preserve the Indenture Trustee's rights and interests, if any, with respect to Cash Collateral, as such rights existed as of the Petition Date.

10. The Post-Petition Security Interests shall be perfected, but solely with the same validity, priority, extent and enforceability as the Indenture Trustee's asserted liens on the Prepetition Collateral, by operation of law immediately upon entry of this Interim Order.

11. Access to Books and Records. The Debtors will (a) keep books, records and accounts in accordance with GAAP, (b) cooperate, consult with, and provide to the Indenture Trustee all information required under the provisions of this Interim Order and such information (other than any audited financial statements and/or related certifications) required under the provisions of the Indenture that may be reasonably available, and (c) permit representatives of the Indenture Trustee to consult, during normal business hours, with the

Debtors' CEO/CRO, Executive Vice President and/or Chief Financial Officer on matters concerning the general status of the Debtors' business, financial condition and operations.

12. Successors and Assigns. The provisions of this Interim Order shall be binding upon and inure to the benefit of the Debtors, the Indenture Trustee, and each of their respective successors and assigns, including, without limitation, any trustee, responsible officer, estate administrator or representative, or similar person appointed in a case for any Debtor under any chapter of the Bankruptcy Code. The provisions of this Interim Order shall also be binding on all of the Debtors' creditors, equity holders, and all other parties-in-interest.

13. No Waiver. This Interim Order shall not be construed in any way as a waiver or relinquishment of any rights that the Indenture Trustee may have to bring or be heard on any matter brought before this Court.

14. Conversion/Dismissal. If an order dismissing or converting any of these Chapter 11 Cases under Sections 305 or 1112 of the Bankruptcy Code or otherwise is at any time entered, such order shall provide that (a) the Post-Petition Security Interests granted hereunder shall continue in full force and effect, remain binding on all parties-in-interest, and maintain their validity, priority and enforceability as provided in this Interim Order, and (b) this Court shall retain jurisdiction, notwithstanding such dismissal, for purposes of enforcing the Post-Petition Security Interests.

15. Limits on Liability. Nothing in this Interim Order shall in any way be construed or interpreted to impose upon the Indenture Trustee any liability for any claims arising from any and all activities by the Debtors or any of their subsidiaries or affiliates in the operation of their businesses or in connection with their restructuring efforts.

16. Reservation of Rights. Nothing contained herein shall be deemed to be an agreement or determination with respect to the validity, priority, avoidability, extent and/or enforceability of the Indenture Trustee's asserted liens on and/or security interests in the Prepetition Collateral. Without limitation of the foregoing, all rights of any party regarding the validity, priority, extent, enforceability and avoidability of the Indenture Trustee's asserted liens on and/or security interests in the Prepetition Collateral are hereby expressly reserved.

17. No Consent: No action, inaction or acquiescence by the Indenture Trustee, pursuant to this Interim Order or otherwise, shall be deemed or shall be considered as evidence of any alleged consent by the Indenture Trustee to any charge against the Prepetition Collateral pursuant to Sections 506(c) or 105(a) of the Bankruptcy Code.

18. No Third Party Beneficiary. Except as explicitly set forth herein, no rights are created hereunder for the benefit of any third party, any creditor or any direct, indirect or incidental beneficiary.

19. Survival. Except as otherwise provided herein, (a) the protections afforded to the Indenture Trustee under this Interim Order, and any actions taken pursuant thereto, shall survive the entry of an order (i) dismissing any of the Chapter 11 Cases or (ii) converting any of the Chapter 11 Cases to a proceeding under chapter 7 of the Bankruptcy Code, and (b) the Post-Petition Security Interests shall continue in the Chapter 11 Cases, in any such successor case or after any such dismissal. Except as otherwise provided herein, the Post-Petition Security Interests shall maintain their priorities as provided in this Interim Order.

20. Notice & Final Hearing. The notice given by the Debtors of the Interim Hearing was given in accordance with Bankruptcy Rules 2002 and 4001(b)(2), and the local rules of this Court. No further notice of the request for the relief granted at the Interim Hearing

is required. The Debtors shall promptly mail copies of this Interim Order and notice of the Final Hearing to the Notice Parties, any known party affected by the terms of the Final Order, and any other party requesting notice after the entry of this Interim Order, within two (2) business days after the entry of this Interim Order. Any objection to the relief sought at the Final Hearing shall be made in writing setting forth with particularity the grounds thereof, and filed with the Court and served so as to be actually received no later than five (5) days prior to the Final Hearing by the following: **(i) Saul Ewing LLP, Centre Square West, 1500 Market Street, 38th Floor, Philadelphia, PA 19102, Attn: Jeffrey C. Hampton, Esq. and Adam H. Isenberg, Esq. (Proposed Counsel for the Debtors); (ii) Office of the United States Trustee, 833 Chestnut Street, Suite 500, Philadelphia, PA 19107, Attn: Frederic J. Baker, Esq., and (iii) Drinker Biddle & Reath LLP, 140 Broadway, 39th Floor, New York, NY 10005, Attn: Stephanie Wickouski, Esq. and Drinker Biddle & Reath LLP, 1500 K. Street, N.W., Suite 1108, Washington, DC 20005, Attn: Kristin K. Going, Esq. (Counsel for the Trustee).** The Court shall conduct a Final Hearing on the Motion commencing on _____, 2010 at _____ .m. to consider granting the relief requested in the Motion on a final basis.

21. Entry of Interim Order; Effect. This Interim Order shall take effect immediately upon execution hereof, and the Clerk of the Court is hereby directed to enter this Interim Order on the Court's docket in these Chapter 11 Cases.

22. Retention of Jurisdiction. This Court shall retain jurisdiction overall all matters pertaining to the implementation, interpretation and enforcement of this Interim Order.

23. Binding Effect of Interim Order. The terms of this Interim Order shall be binding on any trustee appointed under chapter 7 or chapter 11 of the Bankruptcy Code.

24. No Prejudice. This Interim Order is entered without prejudice to the rights of parties in interest at the Final Hearing.

BY THE COURT:

United States Bankruptcy Judge

Exhibit "A" - Budget

Lower Bucks Hospital, Health Enterprises & Advanced Primary												
Rolling Cash Flow Forecast												
	15-Jan	22-Jan	29-Jan	5-Feb	12-Feb	19-Feb	26-Feb	5-Mar	12-Mar	19-Mar	26-Mar	01/13/10
WEEK ENDING	Subject to Revision											
CASH START OF WEEK	4,861,776	5,133,986	4,488,658	3,717,882	3,401,437	2,872,728	2,831,533	2,888,084	3,356,165	3,483,424	3,901,573	3,410,798
CASH INFLOWS:												
AIR COLLECTIONS	1,700,844	1,285,862	1,398,862	1,449,480	1,449,480	1,449,836	2,164,203	2,050,274	1,909,180	1,909,180	2,021,877	1,697,539
OTHER	78,280	78,280	78,280	78,280	78,280	78,280	78,280	78,280	78,280	78,280	78,280	78,280
TOTAL CASH INFLOWS	1,779,124	1,364,142	1,477,142	1,527,760	1,527,760	1,528,116	2,242,483	2,128,554	1,987,460	1,987,460	2,100,157	1,775,819
CASH OUTFLOWS:												
SALARIES AND WAGES	880,900	771,403	850,900	771,403	850,900	771,403	850,900	771,403	850,900	771,403	850,900	771,403
PHYSICIAN FEES	54,108	88,000	92,800	47,313	215,816	132,000	92,800	47,313	215,816	132,000	92,800	47,313
SOCIAL SECURITY	62,300	57,744	62,300	57,744	62,300	57,744	62,300	57,744	62,300	57,744	62,300	57,744
HOSPITALIZATION	(12,500)	(6,523)	491,500	(12,500)	(6,523)	(6,523)	491,500	(12,500)	(6,523)	(6,523)	491,500	(15,500)
OTHER FRINGE BENEFITS	(1,150)	83,151	(1,150)	(800)	(800)	83,151	(1,150)	(800)	(800)	(1,150)	83,151	(800)
MEDICAL/SURGICAL SUPPLIES	60,625	105,749	124,549	139,749	121,049	105,749	124,549	139,749	121,049	105,749	124,549	139,749
PROSTHESIS	11,500	23,000	25,000	27,000	23,000	25,000	27,000	23,000	25,000	27,000	23,000	27,000
ICD DEVICES	16,500	41,000	32,000	43,000	33,000	41,000	32,000	43,000	33,000	41,000	32,000	43,000
OTHER SUPPLIES	19,750	72,500	53,700	57,700	58,500	92,500	73,700	77,700	58,500	92,500	73,700	77,700
DRUGS	34,969	51,288	64,288	61,288	69,938	51,288	64,288	61,288	69,938	51,288	64,288	61,288
REPAIRS MAINTENANCE	20,250	27,800	27,500	27,800	40,500	27,800	27,500	40,500	27,800	27,500	40,500	27,800
UTILITIES	27,000	173,475	171,000	125,600	54,000	13,475	11,000	125,600	54,000	13,475	11,000	125,600
INSURANCE	45,407	7,976	126,797	0	7,976	126,797	0	7,976	126,797	0	7,976	126,797
OUTSIDE SERVICES	14,993	196,546	21,386	162,546	264,986	52,386	21,386	162,546	264,986	52,386	21,386	162,546
AGENCY	5,000	21,000	19,000	19,000	19,000	21,000	19,000	19,000	21,000	19,000	19,000	19,000
PROFESS. & TRUSTEE FEES	35,000	0	0	0	0	0	0	0	0	0	0	0
OTHER OUTSIDE SERVICES	12,500	35,000	25,000	25,000	25,000	35,000	25,000	25,000	25,000	35,000	25,000	25,000
LEASES	0	0	21,986	0	96,268	0	96,268	0	96,268	0	96,268	0
RENTALS	3,000	6,000	9,000	6,000	6,000	6,000	9,000	6,000	6,000	6,000	9,000	6,000
OTHER EXPENSES	216,863	54,363	29,363	54,363	29,363	54,363	29,363	54,363	29,363	54,363	29,363	54,363
CONTINGENCIES	0	200,000	0	200,000	100,000	0	0	0	0	0	0	0
CASH OUTFLOW OPS.	1,506,915	2,009,471	2,247,918	1,844,205	2,056,469	1,569,311	2,085,932	1,760,473	1,860,201	1,569,311	2,590,932	1,760,473
NET WEEKLY CASH FLOW	272,210	(645,328)	(770,775)	(316,445)	(528,710)	(41,195)	156,551	368,081	127,259	418,149	(490,775)	15,346
CASH AT END OF WEEK	5,133,986	4,488,658	3,717,882	3,401,437	2,872,728	2,831,533	2,988,084	3,356,165	3,483,424	3,901,573	3,410,798	3,426,144
Lower Bucks Hospital, Health Enterprises & Advanced Primary												
Accounts Receivable Roll Forward												
	Subject to Revision											
Beginning Balance	10,104,750	10,128,722	10,569,677	10,896,631	11,172,968	11,448,305	11,725,286	11,286,900	10,962,443	10,779,080	10,595,717	10,299,657
Total Revenue	1,725,817	1,725,817	1,725,817	1,725,817	1,725,817	1,725,817	1,725,817	1,725,817	1,725,817	1,725,817	1,725,817	1,725,817
Total Collections	(1,700,844)	(1,285,862)	(1,398,862)	(1,449,480)	(1,449,836)	(2,164,203)	(2,050,274)	(1,909,180)	(1,909,180)	(2,021,877)	(1,697,539)	(1,697,539)
Ending Balance	10,129,722	10,569,677	10,896,631	11,172,968	11,448,305	11,725,286	11,286,900	10,962,443	10,779,080	10,595,717	10,299,657	10,327,935
Total Projected Cash and Accounts Receivable												
Cash (See above)	5,133,986	4,488,658	3,717,882	3,401,437	2,872,728	2,831,533	2,988,084	3,356,165	3,483,424	3,901,573	3,410,798	3,426,144
Accounts receivable (see above)	10,129,722	10,569,677	10,896,631	11,172,968	11,449,305	11,725,286	11,286,900	10,962,443	10,779,080	10,595,717	10,299,657	10,327,935
Total	15,263,708	15,058,334	14,614,514	14,574,405	14,322,033	14,556,819	14,274,984	14,318,608	14,262,504	14,497,290	13,710,455	13,754,079