Case 14-00279 Doc 948

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Docket #0948 Date Filed: 12/16/2015

U.S. Trustee Basic Monthly Operating Report Form SB-1

Case Name:	Specialty Hospital of Washington, LLC	Date Filed:	12/14/2015
Case Number:	14-00279	SIC Code:	province of province (spin contract of the con
THIS U.S. TRUS	EE WITH TITLE 2B, SECTION 1746, OF THE UNITED STATE TEE BASIC MONHTLY OPERATING REPORT AND THE AC EST OF MY KNOWLEDGE, THIS REPORT AND RELATED D	COMPANYING A	ARE UNDER PENALTY OF PERJURY THAT I HAVE EXAMINED TRACHMENTS ON BEHALF OF THE CHAPTER 11 DEBTOR E TRUE, CORRECT, AND COMPLETE.
ORIGINAL SIGN	ATURE OF RESPONSIBLE PARTY	2	DATE REPORT SIGNED
	O and VP Finance OF RESPONSIBLE PARTY AND POSITION WITH THE DEF		et standarde conductores

The debtor is required to provide financial reports prepared by or for the debtor in addition to the information required in this form. The U.S. Trustee may permit the debtor to eliminate duplicate information. No such permission is valid unless in writing.

QUESTIO	NNAIRE:	YES	NO	N/A
1	IS THE BUSINESS STILL OPERATING?	Х		territorio de trapación territorio de se esta de la composición del la composición del la composición de la composición del
2	DID YOU SELL ANY ASSETS OTHER THAN INVENTORY THIS MONTH?	etinteelintonionuse in previous et gane e financiale	X	об учествення довення боле в пострубнення учент у в отприрод досторовання достубного до на достубного достубного до отпривод в пострубного достубного в достубно
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	HAVE YOU PAID ANY BILLS YOU OWED BEFORE YOU FILED BANKTRUPTCY?		х	
4	DID YOU PAY ANYTHING TO YOUR ATTORNEY OR OTHER PROFESSIONALS THIS MONTH?		x	од та в се
5	DID YOU PAY ALL OF YOUR BILLS ON TIME THIS MONTH?	Х		gitter er e
6	DID YOU PAY YOUR EMPLOYEES ON TIME?	Х		ANTER
7	HAVE YOU FILED ALL OF YOUR RETURNS AND PAID ALL OF YOUR TAXES THIS MONTH?	х		том на предоставления в предоставления на предоставления подрожения по предоставления на предоставления на пред
8	DID YOU PAY ALL OF YOUR INSURANCE PREMIUMS THIS MONTH?	Х		
9		Andreas of the Control of the Contro	Construction of the state of th	afayaran karana karan ayaran uyun karan karan karan ayar ayar ayar ayar ayar ayar ayar
	DID ANY INSURANCE COMPANY CANCEL OR CHANGE YOUR POLICY THIS MONTH?		Х	
10	HAVE YOU BORROWED MONEY FROM ANYONE THIS MONTH?		Х	en Die Germann der der en versche der Erste der der der der Aufgenande kennoork kontrespielen instansonomische profisionen konzentuur zu von der G
11	DO YOU HAVE ANY BANK ACCOUNTS OPEN OTHER THAN THE DIP ACCOUNT?		x	тер Солон Ангандов, в том в наврежения постоя общений в постоя общений в постоя постоя постоя постоя постоя по
12	DID YOU HAVE ANY UNUSUAL OR SIGNIFICANT UNANTICIPATED EXPENSES THIS MONTH?	inder Alliania and Angelon Agents (empressagling agents agents agents agents agents agents agents agents agent	x	omeranden von der de service i enflere de con a rigio estación in mineriológica de la defen y a de de sem bet como estaca estaca de sem
13	DID YOU DEPOSIT ALL MONEY FOR YOUR BUSINESS INTO A DIP ACCOUNT THIS MONTH?	Х		жей ж. ж. быль компонентый на Аб-4 гру стогу от Его учес то исто и се быль и ст. и Польго установый основания продости
14	DID THE BUSINESS SELL ANY GOODS OR PROVIDE SERVICES TO ANY BUSINESS RELATED TO THE DIP IN ANY WAY?		х	annamen gran og 4 gran rivergi i nå mår gjer gran fram en gland od den krimer får til å å å den enderenger hydrigen då til den gran fram enderenger hydrigen de til den gran fram endere fram enderenger hydrigen de til den gran enderenger hydrigen enderen enderenger hydrigen end
15	DO YOU PLAN TO CONTINUE TO OPERATE THE BUSINESS NEXT MONTH?	X	recol provide the desired the reconstant and the second and the se	one are new years after a hear present the speed which district and the speed of th
16	ARE YOU CURRENT ON YOUR QUARTERLY FEE PAYMENT TO THE UST?	Х	Tarana da	en de la company de la comp La company de la company d
17	DO YOU HAVE ANY PAST DUE TAX RETURNS OR POST PETITION TAX OBLIGATIONS?		Х	от в на при в до на при при на серти на при при на при На при на при

IF YES, PLEASE PROVIDE A WRITTEN EXPLANATION INCLUDING WHEN SUCH RETURNS WILL BE FILED, OR WHEN SUCH PAYMENTS WILL BE MADE AND THE SOURCE OF THE FUNDS FOR THE PAYMENT.

NOTE: (DEBTOR MUST ANSWER ALL QUESTIONS LISTED ABOVE.)

INCOME

PLEASE SEPARATELY LIST ALL OF THE INCOME YOUR RECEIVED FOR THE MONTH. THE LIST SHOULD INCLUDE ALL INCOME FROM CASH AND CREDIT CARD TRANSACTIONS. (If you use an automated accounting system, please attach a copy of the Income Statement and Balance Sheet.)

(EXHIBIT B)

TOTAL INCOME

EXPENSES

PLEASE SEPARATELY LIST ALL EXPENSES PAID BY CASH OR BY CHECK FROM YOUR BANK ACCOUNTS PAID THIS MONTH. INCLUDE THE DATE PAID, WHO WAS PAID THE MONEY, THE PURPOSE AND THE



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AMOUNT. (If you use an automated system, please a a copy of the Check Register.)	ittach a copy of the Disbui	sements Journal. Otherwise, attach	
a copy of the check Register.)	(EXHIBIT C)	TOTAL EXPENSES	203
TOTAL INCOME LESS TOTAL EXPENSES (EXHIBIT	CASH PROFIT B MINUS EXHIBIT C)	CASH PROFIT	(146)
	UNPAID BILLS		
PLEASE ATTACH A LIST OF ALL DEBTS (INCLUDINDATE YOU FILED BANKRUPTCY BUT HAVE NOT PINCURRED, WHO IS OWED THE MONEY, THE PUR	AID. THE LIST MUST IN	CLUDE THE DATE THE DEBT WAS	
	(EXHIBIT D)	TOTAL PAYABLES	703,908
PLEASE ATTACH A LIST OF ALL AMOUNTS OWED DONE OR THE MERCHANDISE YOU HAVE SOLD. MUCH IS OWED, AND WHEN IT IS DUE.	YOU SHOULD INCLUDE	WHO OWES YOU MONEY, HOW	
	(EXHIBIT E)	TOTAL RECEIVABLES	
PLEASE ATTACH A COPY OF YOUR LATEST BANK THE DATE OF THIS FINANCIAL REPORT.	<u>GINFORMATION</u> STATEMENT FOR EVE	RY ACCOUNT YOU HAVE AS OF	
NUMBER OF EMPLOYEES WHEN THE CASE WAS	EMPLOYEES FILED?		224
NUMBER OF EMPLOYEES AS OF THE DATE OF TH	IS MONTHLY REPORT?	,	Command from the Control of Con
PROFE	SSIONAL FEES		METADAK DEPANCIAN NASA CINCAN METADAK PERMANAN P
TOTAL PROFESSIONAL FEES APPROVED BY THE TOTAL PROFESSIONAL FEES APPROVED BY THE	COURT DURING THIS F COURT SINCE THE FIL	ING OF THE CASE?	See Debtor Budget (Exhibit F) See Debtor Budget (Exhibit F)
TOTAL PROFESSIONAL FEES INCURRED BY OR OPERIOD?			See Debtor Budget (Exhibit F)
TOTAL PROFESSIONAL FEES INCURRED BY OR C CASE?			See Debtor Budget (Exhibit F)
PROFESSIONAL FEES INCURRED BY OR ON BEHATHIS REPORTING PERIOD?			See Debtor Budget (Exhibit F)
PROFESSIONAL FEES INCURRED BY OR ON BEHATHE FILING OF THE CASE? (IF USING EXCEL TO FILL OUT ATTACHED FOR	RMS, DEBTOR ONLY NE	EDS TO FILL OUT THE EMPLOYEE	
SECTIONS. IF COMPLE	TED MANUALLY, DEBT PROJECTIONS	OR MUST ANSWER ALL QUESTION	S.)
COMPARE YOUR ACTUAL INCOME, EXPENSES, A PROVIDED AT THE INITIAL DEBTOR INTERVIEW.	ND CASH PROFIT TO TI	HE PROJECTIONS FOR THE FIRST	180 DAYS OF YOUR CASE
PROJECTED INCOME FOR THE MONTH:		\$	See Debtor Budget (Exhibit F)
ACTUAL INCOME FOR THE MONTH: (EXHIBIT B)		\$	57
DIFFERNCE BETWEEN PROJECTED AND ACTUAL	INCOME:	\$	
PROJECTED EXPENSES FOR THE MONTH:		\$	See Debtor Budget (Exhibit F)
ACTUAL EXPENSES FOR THE MONTH: (EXHIBIT C	5)	\$	
DIFFERNCE BETWEEN PROJECTED AND ACTUAL	INCOME:	\$	
PROJECTED CASH PROFIT FOR THE MONTH:		¢	

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(146)

(146)

202.76

202.76

0.00

ACTUAL CASH PROFIT FOR THE MONTH:

CASH DISBURSEMENTS PER FORM 4A-2

CASH DISBURSEMENTS PER FORM 4D

CASH DISBURSEMENTS PER SUM OF FORM 4A-3

DIFFERNCE BETWEEN PROJECTED AND ACTUAL CASH PROFIT:

(TOTAL FROM EXHIBIT B MINUS TOTAL FROM EXHIBIT C)

(IF ACTUAL CASH PROFIT WAS 90% OR LESS THAN PROJECTED CASH PORFIT, PLEASE ATTACH A DETAILED WR EXPLANATION.)	ITTEN
(IF USING EXCEL TO FILL OUT ATTACHED FORMS, DERTOR ONLY MEEDS TO COMPLETE DRO ISCTION SIGHRE	S IE COMDIETER

MANUALLY, DEBTOR MUST ANSWER ALL QUESTIONS.)

RECONCILIATION OF CASH DISBURSEMENTS

CASE NO:

14-00279

DEBTOR:	Specialty Hospital of Washington, LLC	milia	CASE N): _	14-00279	gymes pillogiddidd
	CASH RECEIPTS AND DISBURSEME			RM SI	3-2	
	For Period: 11/01/15	_to _	42,338			
CASH FLOW	SUMMARY		Current <u>Month</u>		<u>Accumulated</u>	
1. Beginning	g Cash Balance	\$	30,827	(1) \$	(55,255)	(1)
		brody sector sector sector sector sector	your industrial to a probability in the second seco		7,243,468 - 31,932,599 482,096	
Total C	Cash Receipts	\$ _	57	\$	39,658,163	
Profes		\$		\$	33,090,531 6,481,695	•
Total (Cash Disbursements	\$	203	\$	39,572,226	:
4. Net Cash Total (Flow (Total Cash Receipts less Cash Disbursements)	\$.	(146)	\$	85,937	nia.
5 Ending C	Cash Balance	\$,	30,682	(2) \$	30,682	(2)
CASH BALA	ANCE SUMMARY See Note (A) below.	,			Book	
Petty Cas	5 17 particulare described a surface of the surface	h-a-paine contrast a mainth in the co	de grande grande en la la la de grande en participa de grande grande de la compansión de compansión de compans La compansión de compa	3	\$A.	ista#
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DIP State	e Tax Account	anne de la composition della c			By group hij indicated in the high parties are as programmed annotation and	nost.
DIP Payr	roll Account	erendêri kumênzayan e.			29,030	
Other Op	perating Account		ia) till die de print for freihe Group de Leichen (print Zeit der Spill) der freihe freihe der Spill der freihe d	. ;	1,652	ines
Other Int	erest-bearing Account	oli praesium niin san Analides, 1994 in	dienes kraster in er grif werder dien der des des des deutsche der deutsche der deutsche deutsche gegen geleic	,		of the S
TOTAL (must agree with Ending Cash Balance above)			,	30,682	[(2)

Variance between Ending Cash Balance and Ending Book Balances:

⁽A) The term "cash" includes all forms of currency i.e., checks, cash, money orders, etc.

⁽B) This figure should include the gross amount the seller receives from the sale. On a HUD-1, this would be line 420.

⁽C) This figure should include all reductions paid by the debtor for the sale of of asset(s). On a HUD-1, this would be line 520.

⁽¹⁾ Accumulated beginning cash balance is the cash available at the commencement of the case. Current month beginning cash balance should equal the previous month's ending balance.

⁽²⁾ All cash balances should be the same.

DEBTOR:	Specialty Hospital of Washington, LLC	CASE NO:	14-00279
	Form SB- CASH RECEIPTS AND DISBURSEMEN		
	For Period: 11/01/15 to		
CASH RECEI	PTS DETAIL Account No		
	Payer SEE ATTACHED (exhibit B) Land of the second of the		
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purples says to express your billion into contract your process and the same of the same o		The state of the s	
	Total Cash	h Receipts	

⁽A) The term "cash" includes all forms of currency i.e., checks, cash, money orders, etc.

⁽¹⁾ Total for all accounts should agree with total cash receipts listed on Form SB-2.

7	F	R	T	0	R
	<u> </u>	_		-	1.

Specialty Hospital of Washington, LLC

14-00279

Form SB-4 CASH RECEIPTS AND DISBURSEMENTS STATEMENT (SEE NOTE A)

	MENTS DET		Account No:	uga ayrunna emd una krimu endyr yaddirini did enwaenda indicino in un itasi kerisida inganisia ene e
Date	Check No.	Payee	Description (Purpose)	Amount
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				\$
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⁽A) The term "cash" includes all forms of currency i.e., checks, cash, money orders, etc.

⁽¹⁾ Total for all accounts should agree with total cash disbursements listed on Form 2-B, page 1

DEBTOR:	Specialty Hospital of Washington, LLC	14-00279
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Form SB-4 CASH RECEIPTS AND DISBURSEMENTS STATEMENT (SEE NOTE A)

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	Date	Check No.	Payee	Description (Purpose)	lΓ	Amount
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⁽A) The term "cash" includes all forms of currency i.e., checks, cash, money orders, etc.

⁽¹⁾ Total for all accounts should agree with total cash disbursements listed on Form SB-2

DEBTOR;	Specialty Hospital of Washington, LLC	14-00279

Form SB-4 CASH RECEIPTS AND DISBURSEMENTS STATEMENT (SEE NOTE A)

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Date	Check No.	Payee	Description (Purpose)	Amount
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- (A) The term "cash" includes all forms of currency i.e., checks, cash, money orders, etc.
- (1) Total for all accounts should agree with total cash disbursements listed on Form 2-B, page 1

DEBTOR:	Specialty Hospital of Washington, LLC	CAS	E NO:	1	4-00279
	Form SB-5 COMPARATIVE BALANCE For Period Ended: 11/30				
ASSETS		A STATE OF THE STA	Current		Petition
ASSEIS Current Ass	ets:		Month		Date (1)
Cash and Ca	ash Equivalents (from Form 2-B, line 5)	\$	30,682	\$	98,286
	eceivable (from Form 2-E)	elityteen	ispasyandafishadii vaqiiqodlanido canayana basananishi Ne	sentrucci	(718,677)
Receivable t	from Officers, Employees, Affiliates	Vacading	***	-eystynan	363,083
	nt Assets :(List)	Name in the latest control of the latest con	**************************************	*******	832,104
	and by the second and a second	******		aringanian Yearing	nnedon engle o historia de la constante de la
	ırrent Assets	\$	30,682	\$	574,797
Fixed Asset	S:			rh.	
Land Building		\$	en-innersymmetries still the developeration of the developeration	\$	
	Furniture and Fixtures	galdinder	At the accuracy drive a picture proper committee up a contraction up	eniger.	4,566,455
Total Fix	xed Assets	\$		\$	4,566,455
Less; Accur	nulated Depreciation	(nin de primition de le comp de me manteur de constitue de la différent de la différent de la différent de la d La différent de la comp de me manteur de constitue de la différent de la différ) (2,019,132
Not Fixe	od Assets	\$		\$	2,547,323
Other Assets	s (List): Intercompany		(21,134,906)		M
	Goodwill	di Badrian	13,722,389	Monthon	7 M. Commission of the Commission of the Commiss
TOTAL	ASSETS	\$	(7,381,835)	\$	3,122,120
LIABILITIES		<u> </u>	enchaler vende service (Stanson-Article at all wat do out of principle principle principle at an amount of the	2000	and marks and developed with a size p ost processor grand foreigness
Post Petitio	n Liabilities:				
	Accounts Payable (from Form 2-E)	\$	389,165	\$	wing complex with the processing company of the contraction of the con
•	n Accrued Profesional Fees (from Form 2-E) n Taxes Payable (from Form 2-E)	#zageneg	entrepronation de principal de la constantion de	andingen	Mark Ordinal options to the fortune and account of the same
	Notes Payable	47 calcop may		Fantacia	
Other Post-p	petition Payable(List): Payroll exp		64,743	all the same of th	
	Other:	demperature; sequencies	250,000	entransis managana	
Total Po	ost Petition Liabilities	\$	703,908	\$	wind deline the restriction of the second december of the second dec
	Liabilities: (Exhibit G)				
Secured Del Priority Debt		**************************************	anging district connectation and control of the con	www.	50,419,868 7,860
Unsecured I		eronats or	25,675,407	wysope	46,293,646
Total Pr	e Petition Liabilities	\$	25,675,407	\$	96,721,374
	LIABILITIES	\$	26,379,315	\$	96,721,374
		above.		SHOW	
OWNERS' EC	ckholder's Equity	\$	100,000	\$	100,000
	urnings - Prepetition	à-rectaryor.	(27,032,927)	4	(93,699,254)
	rnings - Post-petition	teldigenosis Mediconsta	(6,828,223)	promitions:	in despetablists a state the state in the state in the state of the st
TOTAL	OWNERS' EQUITY	\$	(33,761,150)	\$_	(93,599,254)
TOTAL	LIABILITIES AND OWNERS' EQUITY	\$	(7,381,835)	\$	3,122,120
VARIAN	CE (ASSETS - LIABILITIES +- CAPITAL) MUST BE \$0	\$	0.00	\$	0.00
1 1	values are taken from the Debtor's balance sheat as of the petition Debtor's schedules.	n date or are	the values	1000 PM	

listed on the Debtor's schedules.
NOTE: IF USING EXCEL, EACH LINE MUST CONTAIN A NUMBER.

DEBTOR: Specialty Hospital of Washington, LLC

CASE NO:

(146)

14-00279

Form SB-6 PROFIT AND LOSS STATEMENT

For Period 11/01/15 to 42,338 Current Accumulated **Month** Total (1) 23,000,839 **Gross Operating Revenue** 11,590,147) Less: Discounts, Returns and Allowances 11,410,692 Net Operating Revenue Cost of Goods Sold **Gross Profit** 11,410,692 #DIV/01 100% **Gross Profit Margin Operating Expenses** Officer Compensation Selling, General and Administrative Rents and Leases 788,397 Depreciation, Depletion and Amortization 146 1,155 Other (list): Bank fees 14,561,656 146 **Total Operating Expenses Operating Income (Loss)** (146)(3,150,964)Non-Operating Income and Expenses Other Non-Operating Expenses Gains (Losses) on Sale of Assets Interest Income 717,533 Interest Expense Other Non-Operating Income (717,533)**Net Non-Operating Income or (Expenses)** Reorganization Expenses Legal and Professional Fees 2,959,725 Other Reorganization Expense Sale of Assets 2,959,725 **Total Reorganization Expenses** (146)(6.828, 223)Net Income (Loss) Before Income Taxes Federal and State Income Tax Expense (Benefit)

NET INCOME (LOSS)

(6,828,223)

⁽¹⁾ Accumulated Totals include all revenue and expenses since the petition date.

NOTE: IF USING EXCEL, ALL LINES MUST CONTAIN A NUMBER.

Case 14-00279 Doc 948 Filed 12/16/15 Entered 12/16/15 08:36:33 Desc Main Document Page 11 of 27

EBIUK:	Specialty Hospital of Washington, LLC	CASE NO:	14-00279
	Form SB-7 DISBURSEMENT SUMMAI For the Month Ended:	RY 11/30/15	
Total Disb	ursements from Operating Account (Note 1)	\$	203
Total Disb	ursements from Payroll Account (Note 2)	S mela adalakan da Antirim da nambar nyaman amin'al baran sa al	
Total Disb	ursements from Tax Escrow Account (Note 3)		O
Total Disb	ursements from and other Account (Note 4)		Q prosition and homeous property and a section in the state of the section of the
Grand Tol	tal disbursements from all accounts	\$	203

NOTE 1 - Include in this amount all checks written, wire transfers made from, or any other withdrawal from the general operating account. Exclude only transfers to the debtor in possession payroll account, the debtor in possession tax escrow account or other debtor in possession account where the disbursements will be listed on this report.

NOTE 2 - Include in this amount all checks written, wire transfers made from, or any other withdrawal from the payroll account. Exclude only transfers to the debtor in possession operating account, the debtor in possession tax escrow account or other debtor in possession account where the disbursements will be listed on this report.

NOTE 3 - Include in this amount all checks written, wire transfers made from, or any other withdrawal from the tax escrow account. Exclude only transfers to the debtor in possession operating account, the debtor in possession payroll account or other debtor in possession account where the disbursements will be listed on this report.

NOTE 4 - Include in this amount any other disbursements made by the debtor including (but not limited to) cash paid from a petty cash fund or cash register, amounts paid from any other debtor in possession account, and amounts paid from the accounts of others on the debtors behalf (for example, disbursements made from a law firm's escrow account as a result of a sale of property.)

FEE SCHEDULE

Quarterly Disbursements	<u>Fee</u>	Quarterly Disbursements	<u>Fee</u>
\$0 to \$14,999 \$15,000 to \$74,999 \$75,000 to \$149,999 \$150,000 to \$224,999 \$225,000 to \$299,999 \$300,000 to \$999,999	\$650 \$975 \$1,625 \$1,950	\$1,000,000 to \$1,999,999 \$2,000,000 to \$2,999,999 \$3,000,000 to \$4,999,999 \$5,000,000 to \$14,999,999 \$15,000,000 to \$29,999,99 \$30,000,000 or more	\$6,500 \$9,750 \$10,400 \$13,000 \$20,000 \$30,000

Interest will be assessed on Chapter 11 quarterly fees not paid by the end of the month following the end of the calander quarter pursuant to 31 U.S.C. Sec. 3717. The interest rate assessed is the rate in effect as determined by the Treasury Department at the time the account becomes past due.

Failure to pay the quarterly fee is cause for conversion or dismissal of the chapter 11 case. [11 U.S.C. Sec. 1112(b)(10)]

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Specialty Hospital of Washington, LLC	CASE NO:	14-00279

Form SB-8 NARRATIVE FOR THE PERIOD 11/1 to 11/30

Please provide a brief description of any significant business and legal actions taken by the debtor, its creditors, or the court during the reporting period, any unusual or non-recurring accounting transactions that are reported in the financial statements, and any significant changes in the financial condition of the debtor which have occurred subsequent to the report date.

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Form SB-8

On April 23, 2014, an involuntary petition for relief under chapter 11 of the U.S. Bankruptcy Code was filed against Specialty Hospital of Washington, LLC ("SHDC") in the U.S. Bankruptcy Court for the District of Delaware. On May 9, 2014, however, the case was transferred to the U.S. Bankruptcy Court for the District of Columbia (the "Bankruptcy Court") upon the request of various parties, including the petitioning creditors, the District of Columbia, other federal agenices and SHDC. On May 21, 2014, SHDC consented to the entry of an order for relief (which was entered), and the other Debtors filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the Bankruptcy Court.

Prior to May 21, 2014, the Debtors negotiated the terms of a \$15 million debtor-in-possession credit facility (the "DIP Facility") with DCA Acquisitions, LLC ("DCA"). After lengthy contested hearings conducted on May 23, May 29 and May 30, 2014, the Bankruptcy Court approved the DIP Facility on an interim basis pursuant to an order entered on June 2, 2014. After further negotiations with creditors and parties in interest, and a hearing on June 18, 2014, the Bankruptcy Court entered an order on June 25, 2014, approving the DIP Facility on a final basis. The availability under the DIP Facility and its maturity date were extended on two occassions to provide the Debtors with funding through the extension of the closing of the sale of substantially of the Debtors' assetes and business/healthcare operations discussed below.

In January 2014, the Debtors began formal marketing for the sale of substantially all of their assets and business/healthcare operations. By May 21, 2014, the Debtors selected DCA as the "stalking horse" bidder. After a lengthy contested hearing conducted on May 30, 2014, the Bankauptcy Court approved the Debtors' bidding procedures (the "Bidding Procedures") and the Debtors' designation of DCA as the stalking horse purchaser, as well as accompanying bidding provisions, including a break-up fee, pursuant to an order entered on June 2, 2014. The Bidding Procedures established a process pursuant to which potential bidders could conduct due diligence and submit a competing bid to acquire the Debtors' assets. No competing bids were received by the June 20, 2014 deadline, and as a result, the Debtors did not hold the previously-scheduled auction on June 23, 2014.

A hearing to approve the Debtors' request to sell substantially all of their assets and business/healthcare operations to DCA was conducted on June 25, 2014. Several objections and responses to the Debtors' request were filed by creditors and parties in interest. Extensive negotiations over the form and substance of an order (the "Sale Order") authorizing the sale (the "Sale") occurred prior to commencement of the June 25 hearing. By the conclusion of that hearing, the Debtors and other parties had reached agreement in principle on the substance of a Sale Order, and the Bankruptey Court approved the Sale, subject to settlement and presentment of the Sale Order. Between June 25 and June 27, 2014, the Debtors continued to negotiate with certain parties regarding language necessary to settle the Sale Order. A final form of the Sale Order was endorsed by the principal parties and submitted for court approval on June 27, 2014. The Bankruptey Court entered the Sale Order on June 30, 2014.

On November 14, 2014, DCA extended the time to close on the Sale (fine "Closing") to November 30, 2014 and on December 12, 2014, DCA further extended the Closing to December 19, 2014. The Closing was subject to various conditions precedent identified in the Sale Order and the Asset Purchase Agreement, including the Debtors and DCA reaching acceptable settlements and other arrangements with various federal and local regulatory authorities. The relevant settlements and other arrangements were achieved and the Closing occurred on December 18, 2014. In connection with the Closing and the transaction, DCA agreed to continue to fund all pre-Closing operational and other expenses and costs pursuant to the Second Extension Order (Doc. 730).

From and after the Closing, the Debtors (though their Board of Directors and other individuals, including their chief financial officer, Edwin Clark, who will continue to provide services for the Debtors and be compensated for the same) have continued to manage their remaining assets, pay pre-Closing administrative expenses, and address other matters. On January 6, 2015, the Court entered an order approving the retention of Silis Cummins & Gross P.C. as special counsel to the Debtors and the Committee to investigate potential causes of action (the "Silis Investigation"). The Silis Investigation is completed. The Debtors are consulting with the Committee and other constituents regarding appropriate steps to conclude administration of the cases.

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Additional Narrative Regarding Assets and Liabilities

This Monthly Operating Report reflects historical book values for assets, which does not reflect the fair market value of such assets. The reader is directed to the bankruptcy schedules and amendments thereto, filed with the Court, for an understanding of the fair market value of assets (including interests in real property and receivables), and issues relating thereto. The debtors' assessment of asset valuation was supported by the results of the Court-approved sale process and the purchase and sale transaction approved pursuant to Court order dated June 30, 2014.

10

DEBTOR	Speci	alty Hospital	of Washingto	The second secon	PORT
CASE NU	MBER:	14-00279	луция П	FORM PC - 1 CHAPTER 11 COVER SHEET	
				11/30/15 Date of Report	innemBarache et andre cito Carthopropropropria
			THIS REPOI	RT IS DUE 15 DAYS AFTER THE PETITION FILING D	ATE
Mark One Box Required Docu					
Document Attached	Previously Submitted	Explanation Attached	oraningen, de vere gamente som og fjelle skrive i hart mer tropp oppskippt som gen and I skrive skrive Oranin skrive	REQUIRED DOCUMENTS	enterente de calmana que de fara à estra de la compansa de la compansa de mastra de cada de cada de cada de ca
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liero guana	X		5. Pro Da	ojected Revenue, Expenses and Cash Flow for First 180 ys of Post Petition Operations)
			an	me and Address of Financial Institution, Account Number d Sample Voided Check for Each Debtor in Possession nk Account	3 ľ
				General Account Tax Account (if required)	
l declare u are true an	nder pena id correct	alty of perju	iry that the fo	ollowing Initial Financial Report, and any attact ledge and belief.	nments
Executed	on: 12/	14/15	Debtor(s):		moramona de que que que en entre en como de co
			Ву:	Edwin Clark	yraniankanjauren konferenciesen in oraniankan osakakkilanun ekkenskilanun ekkenskilanun ekkenskilanun ekkenski
			Position:	CFO and VP Finance	

NOTE: Signature of Debtor(s) is required.



Desc Main



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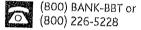
Your account statement

For 11/30/2015

Contact us



BBT.com



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Protecting your customers and your business has never been more important. BB&T Merchant Services is one of the first to offer terminals that accept both EMV-secured chip cards and contactless payments. Provide your customers with the latest in processing technology while offering a more secure payment method to help prevent card fraud.

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Account summary

Your previous balance as of 10/30/2015	\$0.00
Checks	- 0.00
Other withdrawals, debits and service charges	- 93,19
Deposits, credits and interest	+ 57,19
Your new balance as of 11/30/2015	= \$-36.00

Other withdrawals, debits and service charges

DATE	DESCRIPTION	
11/17	RETURNED ITEM FEE (\$36/ITEM)	AMOUNT(\$)
11/17	AUTOMATIC ACCOUNT TRANSFER ACCOUNT NUMBER 4341	36,00
11/24	RETURNED ITEM FEE (\$36/ITEM)	21.19
Total of	her withdrawals, debits and service charges	36,00
	Manager Angles and set Arce mid Res	= \$93.19

Deposit	s, credits and interest	7 6 6 1 16
DATE	DESCRIPTION	
11/16	AUTOMATIC ACCOUNT TRANSFER ACCOUNT NUMBER 5 341	AMOUNT(\$)
	posits, credits and interest	57.19
	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	= \$57.19

Questions, comments or errors? Page 17 or 27

For general questions/comments or to report errors about your statement or account, please call BB&T Phone24 at 1-800-BANK BBT (1-800-226-5228) 24 hours a day, 7 days a week. BB&T Phone24 Client Service Associates are available to assist you from 6 a.m. until midnight ET. You may also contact your local BB&T financial center. To locate a BB&T financial center in your area, please visit BBT.com.

Electronic fund transfers

In case of errors or questions about your electronic fund transfers, if you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt, contact us as soon as possible. You may write to us at the following address:

BB&T Liability Risk Management

P.O. Box 996

Wilson, NC 27894-0996

You may also call BB&T Phone24 at 1-800-BANK BBT or visit your local BB&T financial center. We must hear from you no later than sixty (60) days after we sent you the FIRST statement on which the error or problem appeared. Please provide the following information:

- Your name and account number
- Describe the error or transfer you are unsure about, and explain in detail why you believe this is an error or why you need more information
- The dollar amount of the suspected error

We will investigate your complaint/concern and promptly take corrective action. If we take more than ten (10) business days to complete our investigation, your account will be credited for the amount you think is in error, minus a maximum of \$50 if we have a reasonable basis to believe that an unauthorized electronic fund transfer has occurred. This will provide you with access to your funds during the time it takes us to complete our investigation. You may have no liability for unauthorized Check Card purchases, subject to the terms and conditions in the current BB&T Electronic Fund Transfer Agreement and Disclosures. If you have arranged for direct deposit(s) to your account, please call BB&T Phone24 at 1-800-BANK BBT to verify that a deposit has been made.

If your periodic statement shows transfers that you did not make, tell us at once. If you do not inform us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after sixty (60) days. This will occur if we can prove that we could have stopped someone from taking the money if you had informed us in time. If a good reason kept you from informing us, we will extend the time periods.

Important Information about your Constant Credit Account

Once advances are made from your Constant Credit Account, an INTEREST CHARGE

will automatically be imposed on the account's outstanding "Average daily balance." The INTEREST CHARGE is calculated by applying the "Daily periodic rate" to the "Average daily balance" of your account (including current transactions) and multiplying this figure by the number of days in the billing cycle. To get the "Average daily balance," we take the beginning account balance each day, add any new advances or debits, and subtract any payments or credits and the last unpaid INTEREST CHARGE. This gives us the daily balance. Then we add all of the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "Average daily balance."

Member FDIC

Billing rights summary

In case of errors or questions about your Constant Credit statement

If you think your statement is incorrect, or if you need more information about a Constant Credit transaction on your statement, please call 1-800-BANK BBT or visit your local BB&T financial center. To dispute a payment, please write to us on a separate sheet of paper at the following address:

BankCard Services Division

P.O. Box 200

Wilson, NC 27894-0200

We must hear from you no later than sixty (60) days after we sent you the FIRST statement on which the error or problem appeared. You may telephone us, but doing so will not preserve your rights. In your letter, please provide the following information:

- Your name and account number
- Describe the error or transfer you are unsure about, and explain in detail why you believe this is an error or why you need more information
- The dollar amount of the suspected error

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Change of address

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How to Reconcile Your Account		Outstanding Checks and Other Debits (Section A)			
1. List the new balance of your account from your latest statement here:	and the state of t	Date/Check #	Amount	Date/Check #	Amount
 Record any outstanding debits (checks, check card purchases, ATM withdrawals, electronic transactions, etc.) in section A. Record the transaction date, the check number or type of debit and the debit amount. Add up all of the debits, and enter the sum here: 	Annual problems to the second	in mentangkan kanangan anggan pengangan panggan pengangan pengangkan pengangkan pengangkan pengangkan pengangk Pengangkan pengangkan pengangkan pengangkan pengangkan pengangkan pengangkan pengangkan pengangkan pengangkan Pengangkan pengangkan pengangkan pengangkan pengangkan pengangkan pengangkan pengangkan pengangkan pengangkan	kan jeria di kan di dia kan di dia kan di dia kan di k Mangalari di kan di		
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 Record any outstanding credits in section B. Record the transaction date, credit type and the credit amount. Add up all of the credits and enter the sum here: 	Graph and the contract of the	Outstandi	ng Deposits an	d Other Credits (Se	action D
Add the amount in line 4 to the amount in line 3 to find your balance. Enter the sum here. This amount should match the balance in your register.		Date/Type	Amount	Date/Type	Amount
For more information, please contact your local BB&T relationship man BBT.com, or contact BB&T Phone24 at 1-800-BANK BBT (1-800-226-52	nger, visit				



410-09-01-00 12209 0 C 001 30 50 003 THE SPECIALTY HOSPITAL OF WASHINGTON CAPITOL HILL 8 FORDHAM CT MILLERSVILLE MD 21108-1264

Your account statement

For 11/30/2015

Contact us



BBT.com



(800) BANK-BBT or (800) 226-5228

Accept Apple Pay and Chip Cards With \$200 Off a New Terminal!

Protecting your customers and your business has never been more important. BB&T Merchant Services is one of the first to offer terminals that accept both EMV-secured chip cards and contactless payments. Provide your customers with the latest in processing technology while offering a more secure payment method to help prevent card fraud.

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Account summary

Your previous balance as of 10/30/2015	\$1,728.11
Checks	-0.00
Other withdrawals, debits and service charges	- 40.20
Deposits, credits and interest	
Your new balance as of 11/30/2015	+0.00
. out then paratice as at 11/20/2012	= \$1,687.91

Other withdrawals, debits and service charges

DATE	DESCRIPTION	
11/23	SERVICE CHARGES - PRIOR PERIOD	AMOUNT(\$)
Total ot	her withdrawals, debits and service charges	40.20
	, and the second characters are the second c	= \$40.20

Questions, comments or errors? Page 19 of 27

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BB&T Liability Risk Management

P.O. Box 996

Wilson, NC 27894-0996

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Member FDIC

Billing rights summary

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Withdrawals, electronic transactions, etc.) in section A. Record the transaction date, the check number or type of debit and the debit amount. Add up all of the debits, and enter the sum here: 3. Subtract the amount in line 2 above from the amount in line 1 above and enter the total here: 4. Record any outstanding credits in section B. Record the transaction date, credit type and the credit amount. Add up all of the credits	Chimbert Commercian de la descripció de la company de la c	Amount	d Other Debits (Se Date/Check #	Amount
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and enter the sum nere:				Annahur geger jag annahum mendelember and andre annahum services and
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. Add the amount in line 4 to the amount in line 3 to find your De	ate/Type	, Amount	Date/Type	Amount
balance. Enter the sum here. This amount should match the balance	***************************************			American Straight Straight of the Straight of the Straight Straigh
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For 11/30/2015

Contact us



BBT.com



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BUSINESS ANALYZED CHECKING

Account summary

Your previous balance as of 10/30/2015	\$6,494.12
Checks	- 0.00
Other withdrawals, debits and service charges	- 0.00
Deposits, credits and interest	+ 0.00
Your new balance as of 11/30/2015	= \$6,494.12

Questions, comments or errors?

Member FDIC

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Billing rights summary

Page 21 of 27

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How to Reconcile Your Account		Outstan	ding Checks an	d Other Debits (Sec	tion A)
List the new balance of your account from your latest statement here:		Date/Check #	Amount	Date/Check #	Amount
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the transaction date, the check number or type of debit and the debit amount. Add up all of the debits, and enter the sum here:	Accommission of the contract of the State of	ooroofed. PETERS II Till die die deel ooroogene teer belijf verschillinke verzonen ependeer of a	Commentario de la composición del composición de la composición de la composición de la composición del composición de la composición del composición de la composición del co		anning aggregation of the grant
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above and enter the total here:	Eigen Straman Margaria jarapai pagaraga	ness constitution of the c	de likelikulukulusus kan di kalintek mendan pinan kan pinan namanan y		
Record any outstanding credits in section B. Record the transaction date, credit type and the credits	PETER ON THE STATE OF THE STATE	allian delegica, in his discource property and attractive in the contract and more particular of the contract	entreprimer i della disconsiderate di comprete di della chi mitta di considerati i di consi		ment ann a mar ann ann an mar agus ann ann an ann an ann an ann an ann an
and enter the sum here:		Outstandi	ng Deposits an	d Other Credits (Se	ection B)
. Add the amount in line 4 to the amount in line 3 to find your		Date/Type	Amount	Date/Type	Amount
balance. Enter the sum here. This amount should match the balance in your register.	*	art Suind grailleannaire ann air aig ag de ga an Cur ag gar ag	characters of the supplemental distribution of the supplement of the supplemental distribution of t		marken and a complete more parties of the Period Color Strawer and Selections.
or more information, please contact your local BB&T relationship mans BT.com, or contact BB&T Phone24 at 1-800-BANK BBT (1-800-226-52	ager, visit	na viena ka	ingeneration of the state of the control of the con		



410-09-01-00 12209 0 C 001 30 50 003 SPECIALTY HOSPITAL OF WASHINGTON CAPITOL HILL PAYROLL ACCT 8 FORDHAM CT MILLERSVILLE MD 21108 - 1264

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For 11/30/2015

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Account summary

Your previous balance as of 10/30/2015	\$22,605.10
Checks	- 0.00
Other withdrawals, debits and service charges	- 69.37
Deposits, credits and interest	+ 0.00
Your new balance as of 11/30/2015	= \$22,535.73

Other withdrawals, debits and service charges

DATE	DESCRIPTION	
11/23	SERVICE CHARGES - PRIOR PERIOD	AMOUNT(\$)
	ther withdrawals, debits and service charges	69.37
	desired and service charges	= \$69.37

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Member FDIC

Billing rights summary

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Record any outstanding credits in section B. Record the transaction date, credit type and the credit amount. Add up all of the credits and enter the sum here:			inali matematika piraka piraka di matematika piraka di matematika di matematika di matematika di matematika di Matematika di matematika d		aller gap galler, At 4 to 1,000 to delete a son quantities visit en equipe a son a son quantities visit en est At the at 500 to 1,000 to 1
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balance. Enter the sum here. This amount should match the balance in your register.	Contract and contract of the C		MIFICALI & L.	Date/Type	Amount
or more information, please contact your local BB&T relationship mana BT.com, or contact BB&T Phone24 at 1-800-BANK BBT (1-800-226-52	nger, visit 28).	in the first the first control of the control of th			

Specialty Hospital of Washington LLC Unpaid Bills 11/30/2015

Purpose of Obligation Obligation	Hospital Operations \$ 389,165	Hospital Operations 250,000 Employee Payroll 64,743 314,743	\$ 703,908
Due Dates Purpo	Various Hosp	Various Hosp Various Emp	
Date Incurred	Various	Various Various	
Payee Description	Trade payables	Other Accrued Expense Other Accrued Costs Accrued Payroll Costs and taxes, including vacation Total Accrued Expenses	Total Unpaid Bills

Specialty Hospital of Washington, LLC Net Patient Accounts Receivable 30-Nov-15

Specialty Hospital of Washington Nursing Center, LLC	Medicare	Medicaid	Commercial	Bad Debt	Total
Gross Accounts Receivable	1	ı	ı	1	44
Adjustments					
Contractual Allowance	•	•	1	ì	
Bad Debis	ţ	t	,	,	
Total Adjustments				The state of the s	
Net Accounts Receivable	(ı	į	,	€

All Accounts Recievable was transferred at close

Filed 12/16/15 Entered 12/16/15 08:36:33 Desc Main Document Page 26 of 27 Case 14-00279 Doc 948 PIRVILEGED & CONTIDENTIAL

Week Bunking 34		जिस् <i>रे शिष्टा विटा</i> र्ग	Capital III Total			Popular Paradi Tarana & Bardha			CORPAC SOCIALISMS			Secondario de la constante de	O(1867	domestical	(Sec.)		I. T	Londs Polenthasi Fees			Street, and the street of the		ng Jacos Brouder, solice Read, proporty	informit and	•	take wastling fears	DED INDERFECT Print IS Withinking	1		vs.	Chalife in Corn. (1.731) Serrendes filosomential Debi	•
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u			200	253		333				•	272	PK.	2,002	6,60	12,017	Ę	},				Property Contract	ś	*				. ***	192	3,743	2,433	(F)	3
92		ŀ	1,422 \$	2,300		2,233		4	,	,	,	,	333	1,626	633	ä	ř.	. ,		٠,	The formal designation of the least	Š,	,		•		•	-	S	45.	250	,
n j	Narcolff 12-5cp	-	215	200		,	۲	e e	Ñ	,		200	220	2	(tas)	÷			, î	3		64	8					* minimum management	1200	\$4 BES	ies.	T.
est .	Torochit 19-Sep		5 255	205	}	3,740		١	•		,	4	200	3,048	(2023)	Ĭ	S.	. ,	•		- Contractions	ŧ	٠		٠		•		(4,515)		(4,535)	
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a	Forecast frame	100	10.	372		27.00	,	٠							(1,747)		101	,	ı	452		503					4	,	\$505'2)	S CENT	12,746)	200
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Specialty Hospital of Washington ILC Current Liabilities Reconciliation 11/30/2015

					Pre-Petitio	Pre - Petition Breakdown	
Account Description	Total Current Liabilities	Post Petrion Current Liabilities	Pre - Petition Current Labilities	Secured	Priority	Unsecured *	Total Pre - Petition Accused Expenses
Accounts Payable	\$ 12,294,822	389,165	11,905,657	- China de Canada (Canada (Ca		11,905,657	11,905,657
Accrued Expenses							
Other Accrued Costs	446,956	250,000	196.956			300	
Accrued Interest	(359,246)	1	(350 246)			196,956	196,956
Licensed Bed Tax	833,580	. 4	(333,440)	1	1	(359,246)	(359,246)
Accrued Personal Property Taxes	102,953	. ,	403 053	T	ī	833,580	833,580
FIN 47	87.336		104,933	l ·	1	102,953	102,953
Accrued Ballpark fees	000'99	, 1	90079	;	ī	87,336	87,336
Federal/Fica taxes/FUTA/SUTA	7.695,229	,	7 405 7	1		000'99	000'99
State taxes - Maryland	1,939,668	ı	1 020 420	1	•	7,605,220	7,695,229
State taxes - DC	159.165		150 375	ŧ		1,930,668	1,939,668
State taxes - Virginia	1		601,401	1	ı	130,165	159,165
Employee Deductions, including 401k	470.277	•	, 65	ľ	1		ſ
CMS - Cryl Penalty (SNP)	(1) 22 C	1	1170/4	i	,	470,277	470,277
Tax Penalties - IRS	1147.000	i	133,150	,	•	133,150	133,150
The Description Maryland	1,146,020	ľ	1,146,020	1	•	1,146,020	1.146.020
Tan Felance - Manjund	223,886	1	223,886	1	1	223.886	773.886
Lax Fenames - vugnia	19,607	1.	19,607	,	•	10,607	2005
Tax Penalties - DC	534,395	r	534.395			10000	19,61
Accrued Payroll Costs, including vacation	593,174	64.743	528 441	ı	•	いたがあり、	534,395
Other	192,477	,	103,477	1	•	578,451	528,431
Total Accrued expenses	14,284,626	314.743	12 060 894	_		192,477	192,477
				*		13,969,884	13,969,884
Amounts Due to Government Authorities							
Due to Department of Heath Care Finance - LTACH							
Medicard Appeals (2007 -2010)	3,865,085	r	3,865,085	•	r	3,865,085	3.865.085
Due from Department of Heath Care Finance - 2011 -	1000 0000						Control of the Contro
	(4,060,328)	-	(4,060,328)		•	(4.060.328)	(4.060.328)
TOTAL DUE to GOVERNMEN AUMORNES	(195,243)	-	(195,243)		-	(195,243)	(195,243)
Total Current Liabilities	26,384,205	703,908	25,680,297			25,680,297	25,680,297
							And the recommendation of the summer and the summer

* Same portion of total number contained in each shaded thre item may onstitute a priority claim wader the Bonkerphty Code. However, the debtors and their legal sourced have not conducted the factual and legal analysis to describe any elements to be affected any element to an element to be affected priority to be affected any element to be affected from the constitute a priority claim and the announts to be affected to receive the conditions and the announts to be affected to the conditions to be affected to the conditions and the announts to be affected the conditions and the conditions and the conditions are also announts to be affected to the conditions and the conditions are also announts to be affected to the conditions are also announts to be affected to the conditions are also announts to be affected to the conditions are also announts to be affected to the conditions are also announts to be affected to the conditions are also announts to be affected to the conditions are also as a condition and a condition are also as a condition and a condition are also as a condition and a condition are also as a condition are also as a condition are also as a condition and a condition are also as a condition are a condition are also as a condition are also as a condition are a condition are also as a condition are a condition are a