Case 14-00279 Doc 947

Filed 12/16 Document

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Docket #0947 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:	to chair analysis and monthly prototypes of the control of the con
THIS U.S. TRUS AND, TO THE B		COMPANYING A	ARE UNDER PENALTY OF PERJURY THAT I HAVE EXAMINED ITTACHMENTS ON BEHALF OF THE CHAPTER 11 DEBTOR E TRUE, CORRECT, AND COMPLETE. DATE REPORT SIGNED
Edwin Clark CF	O and VP Finance		

PRINTED NAME OF RESPONSIBLE PARTY AND POSITION WITH THE DEBTOR

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	<u>N/A</u>
1	IS THE BUSINESS STILL OPERATING?	Х		
2	DID YOU SELL ANY ASSETS OTHER THAN INVENTORY THIS MONTH?		Х	
3				
	HAVE YOU PAID ANY BILLS YOU OWED BEFORE YOU FILED BANKTRUPTCY?		χ	
4	DID YOU PAY ANYTHING TO YOUR ATTORNEY OR OTHER PROFESSIONALS THIS MONTH?		Х	
5	DID YOU PAY ALL OF YOUR BILLS ON TIME THIS MONTH?	Х		
6	DID YOU PAY YOUR EMPLOYEES ON TIME?	Х		
7	HAVE YOU FILED ALL OF YOUR RETURNS AND PAID ALL OF YOUR TAXES THIS MONTH?	χ		
8	DID YOU PAY ALL OF YOUR INSURANCE PREMIUMS THIS MONTH?	Х		
9	DID ANY INSURANCE COMPANY CANCEL OR CHANGE YOUR POLICY THIS MONTH?		Х	
10	HAVE YOU BORROWED MONEY FROM ANYONE THIS MONTH?	A STATE OF THE PARTY OF THE PAR	Х	
11	DO YOU HAVE ANY BANK ACCOUNTS OPEN OTHER THAN THE DIP ACCOUNT?		х	
12	DID YOU HAVE ANY UNUSUAL OR SIGNIFICANT UNANTICIPATED EXPENSES THIS MONTH?		Х	
13	DID YOU DEPOSIT ALL MONEY FOR YOUR BUSINESS INTO A DIP ACCOUNT THIS MONTH?	х		
14	DID THE BUSINESS SELL ANY GOODS OR PROVIDE SERVICES TO ANY BUSINESS RELATED TO THE DIP IN ANY WAY?		X	
15	DO YOU PLAN TO CONTINUE TO OPERATE THE BUSINESS NEXT MONTH?	Х		policy constructed and the property of the policy construction of the construction of
16	ARE YOU CURRENT ON YOUR QUARTERLY FEE PAYMENT TO THE UST?	Х		
17	DO YOU HAVE ANY PAST DUE TAX RETURNS OR POST PETITION TAX OBLIGATIONS?		Х	

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

306

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.)	(EXHIBIT C)	TOTAL EXPENSES	416
TOTAL INCOME LESS TOTAL EXPENSES (EXHIBIT	CASH PROFIT B MINUS EXHIBIT C)	CASH PROFIT	мини приможения по приможения приможения по
	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	NCLUDE 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.			
PLEASE ATTACH A COPY OF YOUR LATEST BANK THE DATE OF THIS FINANCIAL REPORT.	<u>G INFORMATION</u> C STATEMENT FOR EVE	ERY ACCOUNT YOU HAVE AS OF	
NUMBER OF EMPLOYEES WHEN THE CASE WAS	EMPLOYEES FILED?		224
NUMBER OF EMPLOYEES AS OF THE DATE OF TH	IIS MONTHLY REPORT	?	
PROFE	SSIONAL FEES		
TOTAL PROFESSIONAL FEES APPROVED BY THE TOTAL PROFESSIONAL FEES APPROVED BY THE TOTAL PROFESSIONAL FEES INCLUDED BY OR COMMITTEE TOTAL PROFESSIONAL FEES INCLUDED BY THE TOTAL PROFESSIONAL FEES INCLUDED BY OR COMMITTEE TOTAL PROFESSIONAL FEES INCLUDED BY OR COMMITTEE BY OR COMMITTE BY OR COMMITTEE BY OR COMMITTEE BY OR COMMITTEE BY OR COMMITTE	COURT SINCE THE FIL	ING OF THE CASE?	See Debtor Budget (Exhibit F) See Debtor Budget (Exhibit F)
TOTAL PROFESSIONAL FEES INCURRED BY OR C PERIOD? TOTAL PROFESSIONAL FEES INCURRED BY OR C			See Debtor Budget (Exhibit F)
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THIS REPORTING PERIOD? PROFESSIONAL FEES INCURRED BY OR ON BEHA			See Debtor Budget (Exhibit F)
THE FILING OF THE CASE?			See Debtor Budget (Exhibit F)
(IF USING EXCEL TO FILL OUT ATTACHED FOF SECTIONS. IF COMPLE	TED MANUALLY, DEBT	COR MUST ANSWER ALL QUESTION	
COMPARE YOUR ACTUAL INCOME, EXPENSES, A PROVIDED AT THE INITIAL DEBTOR INTERVIEW.	PROJECTIONS ND CASH PROFIT TO T	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)		\$	306 material and contract material and contract of the solution of the solutio
DIFFERNCE BETWEEN PROJECTED AND ACTUAL	INCOME:	\$	Terminanten TUSKO (COMON Anna Christiana Cara Anna Como Anna Cara Cara Cara Cara Cara Cara Cara C
PROJECTED EXPENSES FOR THE MONTH:		\$	See Debtor Budget (Exhibit F)
ACTUAL EXPENSES FOR THE MONTH: (EXHIBIT O	>)	4	416
DIFFERNCE BETWEEN PROJECTED AND ACTUAL	INCOME:	\$	
DDO ISCTED CASH DROSIT SOR THE MONTH.		Q	•

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ACTUAL CASH PROFIT FOR THE MONTH:	\$	(110)
DIFFERNCE BETWEEN PROJECTED AND ACTUAL CASH PROFIT: (TOTAL FROM EXHIBIT B MINUS TOTAL FROM EXHIBIT C)	\$	(110)
(IF ACTUAL CASH PROFIT WAS 90% OR LESS THAN PROJECTED CASH PORFIT, PLEASE ATTACH A EXPLANATION.)	DETAILED WRI	TTEN

(IF USING EXCEL TO FILL OUT ATTACHED FORMS, DEBTOR ONLY NEEDS TO COMPLETE PROJECTION FIGURES. IF COMPLETED MANUALLY, DEBTOR MUST ANSWER ALL QUESTIONS.)

RECONCILIATION OF CASH DISBURSEMENTS

CASH DISBURSEMENTS PER FORM 4A-2
CASH DISBURSEMENTS PER SUM OF FORM 4A-3
CASH DISBURSEMENTS PER FORM 4D

416.17 0.00

416.17

DEBTOR: Specialty Hospital of Washington, I	LC	oline	CASE	10:	Food	14-00279	where the second section of the s
		rwa es ···		of Each 80 vs	gra tree		
CASH RECEIPTS AND DISB)KM	SE	or Zu	
For Period: _	10/01/15	_to	10/31/15				
CASH FLOW SUMMARY			Current <u>Month</u>			<u>Accumulated</u>	
. Beginning Cash Balance		\$	30,937	(1)	\$_	(55,255)	(1)
Cash Receipts Operations Sale of Assets NOTE: See (B) Below: Loans/advances/transfers Other			306		Aport	7,243,468 31,932,542 482,096	
Total Cash Receipts		\$	306		\$ _	39,658,106	
3. Cash Disbursements Operations Debt Service/Secured loan payment/Transfers Professional fees/U.S. Trustee fees Payments made from asset sale: NOTE: See Other	(C) Below.	\$	416		\$.	33,090,328 6,481,695	
Total Cash Disbursements		\$	416		\$	39,572,023	
4. Net Cash Flow (Total Cash Receipts less Total Cash Disbursements)		\$	(110)		\$.	86,082	
5 Ending Cash Balance		\$	30,827	(2)	\$	30,827	(2)
CASH BALANCE SUMMARY See Note (A) below.						Book	
Petty Cash	and the second s	leanter sold and comme	angula suurahijo f ootopius piktoonog suurahistoonomiseen kalkus aksisel		\$		
DIP Operating Account			audijou da denotia este timpet app a pipa a postagnos quo o seu dicinea (i seccessoria) sistem	14	\$		•
DIP State Tax Account	· · · · · · · · · · · · · · · · · · ·		and the state of t		\$	en e	-
DIP Payroll Account			ta innega nga nga nga nga nga nga nga nga nga n			29,099	···
Other Operating Account	monte de soudre processes seus de contra de co	-	· · · · · · · · · · · · · · · · · · ·		\$	1,728	•••
Other Interest-bearing Account	the fair specification is strongly with section with a section of the section of		and a second control of the second control o	And	\$	here agreement and conserved, which sinks the second side of the secon	MA.
TOTAL (must agree with Ending Cash Balance Variance between Ending Cash Balance and E		k Bala	ances:		\$	30,827	_ (2)

⁽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.

EBTOR:	Specialty Hospital of Washington, I	LIC	CASE NO:	14-00279
	CASH RECEIPTS AND D		TEMENT (SEE NOTE A)	
	PTS DETAIL onal sheets as necessary)	Account No:		
Date	Payer	Des	cription	Amount
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		Total Cash Receints	t	3

⁽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 SE-2.

DEBTOR:

Specialty Hospital of Washington, LLC

14-00279

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

	heets as nec	ʿAIL essary)	Account No:	ngunanguna panagatanan petantanan manjaban naguya Adi yayang ka ma yang kamata d ata bira
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	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)	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

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Specialty Hospital of Washington, LLC

14-00279

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

l DISBURS h additional	EMENTS DET	AIL ess <i>ary)</i>	Account No:	account to make he had committeen to construction only one of an elementary or how to the sort of the
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	CASE NO:	14-00279
Form SB-5 COMPARATIVE BALA		
For Period Ended:	0/31/15	
ASSETS	Current Month	t Petition Date (1)
Current Assets: Cash and Cash Equivalents (from Form 2-B, line 5)	A	4
Accounts Receivable (from Form 2-E)	\$ 30,1	827 \$ 98,286
Receivable from Officers, Employees, Affiliates	September of a state of a state of the state	- (718,677)
Inventory	gin de en viente la minima de la cinque de la cinque de fermina de la cinque de fermina de la cinque de fermina	* 363,083
Other Current Assets :(List)	gelik trags berüft stern son stern auf stern s	* 832,104
Total Current Assets	who are the art of the area of	827 \$ 574,797
Fixed Assets:		Project (C) internal photology (and an appropriate control of the
L and	\$	- \$
Building		
Equipment, Furniture and Fixtures	with the second and t	4,566,455
Total Fixed Assets		\$ 4,566,455
Less: Accumulated Depreciation	()	-) (2,019,132
Net Fixed Assets		* \$ 2,547,323
Other Assets (List): Intercompany Goodwill	(21,134,9 13,722,3	opinionistiques (necessaries of the second o
TOTAL ASSETS	\$ (7,381,	**************************************
LIABILITIES		Exercises and Control of the Control
Post Petition Liabilities:		
Post-petition Accounts Payable (from Form 2-E)	\$ 389.1	165 \$
Post-petition Accrued Profesional Fees (from Form 2-E)	exceptible environments a environment plantition and continue and cont	Month of the Month
Post-petition Taxes Payable (from Form 2-E)	Water referred to the discovery of the first and the discovery representation and the second	
Post-petition Notes Payable	Selected to a state and well as the selected of the selected o	viandamentrialisticalis XXXII (UK. aantaliik kaista kirkii kili kaleen eereka kaista kaleen k
Other Post-petition Payable(List): Payroll exp Other	64,7	Principal Company and Company
gitam impikiling pin-topoly taking baking baking baking baking baking baking baking interpretation of the property of the second and th	250,0	
Total Post Petition Liabilities	\$ 703,9	908 \$ vi
Pre Petition Liabilities: (Exhibit G)		
Secured Debt		50,419,868
Priority Debt Unsecured Debt	amore instrumental and a second	7,860
	25,875,4	46,293,646
Total Pre Petition Liabilities	\$ 25,675,4	Aprilaminal landing management and applications are applications and applications and applications and applications are applications and applications are applications and applications and applications are applications and appli
TOTAL LIABILITIES	\$ 26,379,3	§15 \$ 96,721,374
OWNERS' EQUITY		
Owner's/Stockholder's Equity	\$ 100,0	management and an annual and an annual and an annual and an annual and an
Retained Earnings - Prepetition Retained Earnings - Post-petition	(27,032,9 (6,828,0	The state of the s
TOTAL OWNERS' EQUITY	\$ (33,761,0	
TOTAL LIABILITIES AND OWNERS' EQUITY	\$ (7,381,6	
Variables /accepts liabed being . Acceptation	Service de description de la constant de la constan	Non-parameters (app. 4)
VARIANCE (ASSETS - LIABILITIES +- CAPITAL) MUST BE (1) Petition date values are taken from the Debtor's balance sheet as of the pe		.00 \$ 0.00

Petition date values are taken from the Debtor's balance sheet as of the petition date or are the values
listed on the Debtor's schedules.

NOTE: IF USING EXCEL, EACH LINE MUST CONTAIN A NUMBER.

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D	Beer	Ser. C	- 1	# Y	4	#

Specialty Hospital of Washington, LLC

CASE NO: 14-00279

Form SB-6 DENETT AND LOSS STATEMENT

	PROFII	TAND LOSS STAT	EMENT		
	For Period	10/01/15 to	42,308		
			Current <u>Month</u>		imulated ital (1)
Gross Operating Less: Discounts, I	Revenue Returns and Allowances	\$		Normal Anna Series Anna Series Contractives	23,000,839 (1,590,147_)
Net Opera	ting Revenue	\$	44	\$	11,410,692
Cost of Goods S	old		sw		ńs.
Gross Pro		\$	#DIV/0!	\$ parameter and	11,410,692 100%
Rents and Leas	nsation Il and Administrative	\$	We describe the particular and the section of the s		788,397 1,010
Total Operati	ng Expenses	\$	110	\$ same delignment and a second	4,561,510
Operating	Income (Loss)	\$	(110)	hercesomes an inequalities and	(3,150,819)
Other Non-Ope	e	\$			717,533
Net Non-Ope	rating income or (Expenses)	\$	726	\$	(717,533)
Reorganization Legal and Profe Other Reorgani	-	\$			2,959,725
Total Reorga	nization Expenses	\$		\$	2,959,725
Net Income	e (Loss) Before Income Taxes	\$	(110)	\$	(6,828,077)
Federal and State	e Income Tax Expense (Benefit)		pari-saturamenten isteriyek vasi olek iki palanisiya ga ga da da ga sa	Name of the last o	placija u dirak i Silan delipopromia me u medimininama Par
NET INCO	WE (LOSS)	\$	(110)	Space in administration of the control of the contr	(6,828,077)

⁽¹⁾ Accumulated Totals include all revenue and expenses since the petition date. NOTE: IF USING EXCEL, ALL LINES MUST CONTAIN A NUMBER.

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DEBTOR: Specialty Hospital of Washington, LLC CASE NO:	14-00279
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Form SB-7 DISBURSEMENT SUMMARY For the Month Ended:

10/31/15

Total Disbursements from Operating Account (Note 1)	\$416
Total Disbursements from Payroll Account (Note 2)	\$0
Total Disbursements from Tax Escrow Account (Note 3)	
Total Disbursements from and other Account (Note 4)	
Grand Total disbursements from all accounts	\$416

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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DEBTOR:	Specialty Hospital of Washington, LLC	CASE NO:	14-00279	
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Form SB-8 NARRATIVE FOR THE PERIOD 10/1 to 10/31

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.

SEE ATTACHED	
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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 Bankuptcy 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 Bankruptcy Court entered the Sale Order on June 30, 2014.

On November 14, 2014, DCA extended the time to close on the Sale (fhe "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 Sills Commins & Gross P.C. as special counsel to the Debtors and the Committee to investigate notential causes of action (the "Sills Investigation"). The Sills 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.

DEBTOR	Specie	alty Hospital	of Washington, LLC	INITIAL FINANCIAL REPORT	
CASE NU	MBER:	14-00279	мении -	FORM PC - 1 CHAPTER 11	
				COVER SHEET	
				10/31/15	
				Date of Report	
			THIS REPORT IS DUE 15 DAYS AFTE	R THE PETITION FILING DATE	
Mark One Box Required Docu					
Document Attached	Previously Submitted	Explanation Attached	REQUIRED D	OCUMENTS	
Cuismon.	X	nucleon and a second	Latest Fiscal Year Financial S	tatements or Tax Returns	
- deadsonbuiles - deadsonbuiles - deadsonbuiles	X	- Carallel Topology	2. Balance Sheet as of Month Er	nd Immediately Preceding Filing	
PROPERTY OF THE PROPERTY OF TH	X	Entertain which	Profit and Loss Statement for Preceding Filing	Month and Year Immediately	
Semantication of the semantica	X	Surrentin forces	4. Proof of Insurance Coverage:		

b. Property (Fire, Theft, etc.) Insurance c. Workers' Compensation Insurance

Days of Post Petition Operations

5. Projected Revenue, Expenses and Cash Flow for First 180

6. Name and Address of Financial Institution, Account Number and Sample Voided Check for Each Debtor in Possession

d. Vehicle Insurance

e. Other:

I declare under penalty of perjury that the following Initial Financial Report, and any attachments are true and correct to the best of my knowledge and belief.

Bank Account

a. General Account c. Tax Account (if required)

Executed on: 12/14/15

By:

Edwin Clark

Position: CFO and VP Finance

NOTE: Signature of Debtor(s) is required.

Exhibits



Desc Mair

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 10/30/2015

Contact us



BBT.com

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

Optimize Your Cash Flow with BB&T

With a legacy dating back to 1872, BB&T has become one of the nation's largest and soundest financial institutions, primarily by investing in the strength of our relationships. We recognize you have goals that are unique to your business, and we take the time to learn about your organization so we can provide solutions that best meet your needs - while helping you improve efficiency and better manage your operations. We help business owners like you face cash flow challenges from every direction:

Accelerate Receivables - Manage Incoming Cash

Control & Extend Payables - Manage Outgoing Cash

Leverage Credit & Optimize Cash - Manage Cash Needs & Excess

To find out more, contact your local Relationship Manager for details.

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■ BUSINESS VALUE 500 CHECKING COMMUNICATION 12231

Account summary

Your previous balance as of 09/30/2015	\$1,768,31
Checks	- 0.00
Other withdrawals, debits and service charges	- 40.20
Deposits, credits and interest	+ 0.00
Your new balance as of 10/30/2015	= \$1,728.11

Other withdrawals, debits and service charges

DATE	DESCRIPTION	ANADIBITAN
10/21	SERVICE CHARGES - PRIOR PERIOD	AMOUNT(\$)
		40.20
rotat oti	her withdrawals, debits and service charges	= \$40.20

Filed 12/16/15 Entered 12/16/15 08:35:54 Desc Main

Questions, comments or errors? Page 18 of 29

Member FDIC

For general questions/comments or to report errors about your statement or account, please call BB&T PhoneZ4 at 1-800-BANK BBT (1-800-226-5228) Z4 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.

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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."

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

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Change of address

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How to Reconcile Your Account		Outstanding Checks and Other Debits (Section A)			
List the new balance of your account from your latest statement here:	More married by Charles and Section of the Charles	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: 			deller erstä unstalligening von jakan å speriorinkre sta näär evannetpal- naan, visiten inndivestativ og divertiet te translation og slightligtenet diversioners og slightligtenet og slightligt		
Subtract the amount in line 2 above from the amount in line 1 above and enter the total here:		en e	er werden die een werde bevoor die de vergelein van de verwer die stele verde die besche die die verde die de Die de verde die een verde die verde die verde die verde die die verde die die verde die die verde die verde d Die de verde die verde		
 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: 	A factory (date given interest monthly that day yet any general parts of the second sec			en generalista un que é reptir el cuerto de servicio de proprieta deputido desposario de cuerto de servicio de ser	and the specific and the specific and applications of the specific
. 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.	Property of the contract of the special designation of the special designat	Outstandir Date/Type	ng Deposits an Amount	d Other Credits (5 Date/Type	ection B) Amount
or more information, please contact your local BB&T relationship man: BT.com, or contact BB&T Phone24 at 1-800-BANK BBT (1-800-226-52	nger, visit				





410-01-01-00 12201 0 C 001 30 50 003 THE SPECIALTY HOSPITAL OF WASHINGTON CAPITOL HILL PAYROLL ACCT 8 FORDHAM CT MILLERSVILLE MD 21108-1264

Your account statement

For 10/30/2015

Contact us



BBT.com



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■ BUSINESS ANALYZED CHECKING 20183

Account summary

Your previous balance as of 09/30/2015	\$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 10/30/2015	= \$6,494.12

Questions, comments or Page 20 of 29

Member FDIC

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Wilson, NC 27894-0996

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	Outstan	ding Checks an	d Other Debits (Se	urtian Al
NOTES THE RESIDENCE OF THE PROPERTY OF THE PRO	Date/Check #	Amount	Date/Check #	Amount
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			dem engen egi de sje e mon degel persong sede de productive have de en e e e e e e e e e e e e e e e e	
	Outstandi Date/Type	Ing Deposits an Amount	d Other Credits (S Date/Type	ection B) Amount
		Outstand Date/typs	Outstanding Deposits an Date/Type Amount	Outstanding Deposits and Other Credits (S Date/Type Amount Date/Type





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

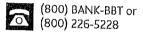
Your account statement

For 10/30/2015

Contact us



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■ BUSINESS ANALYZED CHECKING 1928

Account summary

Your previous balance as of 09/30/2015	\$22,674.59
Checks	- 0.00
Other withdrawals, debits and service charges	- 69.49
Deposits, credits and interest	+ 0.00
Your new balance as of 10/30/2015	= \$22.605.10

Other withdrawals, debits and service charges

DATE	DESCRIPTION				
10/21	SERVICE CHARGI	ES - PRIOR PERIOD		And the state of t	AMOUNT(\$)
Total ot	her withdrawals, de	ebits and service charges	The state of the s		69.49
		630			= \$69.49

Case 14-00279 Doc 947 Filed 12/16/15 Entered 12/16/15 08:35:54 Desc Main

Questions, comments or errors? Page 22 of 29

Member FDIC

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How to Reconcile Your Account		Outstand	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
		are the manufacture of the control o	rinnin de aller gir de dasjet gesinkin i senere gire nem siring aggere der glat eylatese g	The second secon	Orabista sinaturanja manatani propri ari ili qira masterore
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		ord market in the control of the con	opportuiselle (alemba de uniquide de uniquide de l'alemba (alemba de l'alemba	indig i wantiki mji di mumbi wanipuda kula a Kususuma Upina di ni Antonio Cali Maria di mumbi wanipuda kunipuda kula di mumbi kunipuda di mamba kunipuda di mamba kunipuda da	nemercija provinska sesta nasta od nas Nasta od nasta od na
debit amount. Add up all of the debits, and enter the sum here:			to the comment of the state of	and the second	gy fordens in place to have approximent region as a constitution of the second
Subtract the amount in line 2 above from the amount in line 1			in produced de la majorie de principa entre per que que la cience de se participa inspecia que possecución de Anno compressi planta entre casar al limitar de la lación persona posso por participa de deservo de construcción de la construcción		transformation and contracting minimises are compared properties of properties.
above and enter the total here:			-	Attenda and the contract of the second of th	
Record any outstanding credits in section B. Record the transaction date, credit type and the credit amount. Add up all of the credits		magent for the control of mercental control of the depth of the control of the co		and and an appellation to the party of the p	
and enter the sum here:		Outstandi	ng Deposits ar	nd 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.					
or more information, please contact your local BB&T relationship man BT.com, or contact BB&T Phone24 at 1-800-BANK BBT (1-800-226-5;	ager, visit				**************************************



Case 14-00279 Doc 947
Page 1 of 3 10/30/15

Filed 12/16/15 Entered 12/16/15 08:35:54 Document Page 23 of 29



410-09-01-00 12209 0 C 001 30 55 003
SPECIALTY HOSPITAL OF WASHINGTON
CAPITOL HILL
OPERATING ACCT
8 FORDHAM CT
MILLERSVILLE MD 21108-1264

Your account statement

Contact us

For 10/30/2015



BBT.com



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■ BUSINESS ANALYZED CHECKING 400 84228

Account summary

Your previous balance as of 09/30/2015	\$0.00
Checks	- 0.00
Other withdrawals, debits and service charges	- 306.48
Deposits, credits and interest	+ 306.48
Your new balance as of 10/30/2015	= \$0.00

Other withdrawals, debits and service charges

DATE	DESCRIPTION	AMOUNT(\$)
10/16	ACH CORP DEBIT FEE NPDB QUERY THE SPECIALTY HOSPITAL	3.00
10/16	ACH CORP DEBIT FEE NPDB QUERY THE SPECIALTY HOSPITAL	3.00
10/16	ACH CORP DEBIT FEE NPDB QUERY THE SPECIALTY HOSPITAL	3.00
10/16	ACH CORP DEBIT FEE NPDB QUERY THE SPECIALTY HOSPITAL	3.00
10/19	ACH CORP DEBIT ADP - FEES ADP PAYROLL FEES SHW-CAPTL HILL NRSG CN	142.74
10/21	ACH CORP DEBIT FEE NPDB QUERY THE SPECIALTY HOSPITAL	3.00
10/21	ACH CORP DEBIT FEE NPDB QUERY THE SPECIALTY HOSPITAL	3.00
10/21	ACH CORP DEBIT FEE NPDB QUERY THE SPECIALTY HOSPITAL	3.00
10/28	RETURNED ITEM FEE (\$36/ITEM)	36.00
10/30	ACH CORP DEBIT FEE NPDB QUERY THE SPECIALTY HOSPITAL	3.00
10/30	ACH CORP DEBIT FEE NPDB QUERY THE SPECIALTY HOSPITAL	3.00
10/30	OVERDRAFT FEE (\$36/ITEM)	72.00
10/30	AUTOMATIC ACCOUNT TRANSFER ACCOUNT NUMBER 0005162784341	28.74
Takal at	the average by the state of the	Anac In

Total other withdrawals, debits and service charges

= \$306.48

Case 14-00279 Doc 947 Filed 12/16/15 Entered 12/16/15 08:35:54 Desc Main BUSINESS ANALYZED CHECKING 000 50627646276 (cor@age) 24 of 29

Deposits, credits and interest

DATE	DESCRIPTION	AMOUNT(\$)
10/16	AUTOMATIC ACCOUNT TRANSFER ACCOUNT NUMBER \$254341	12.00
10/19	AUTOMATIC ACCOUNT TRANSFER ACCOUNT NUMBER	142.74
10/21	AUTOMATIC ACCOUNT TRANSFER ACCOUNT NUMBER 3 4341	9.00
10/30	ADP - FEES ADP PAYROLL FEES SHW-CAPTL HILL NRSG CN	142.74
Total de	posits, credits and interest	= \$306.48



Doc 947 Case 14-00279

10/30/15

Entered 12/16/15 08:35:54 Filed 12/16/15 Page 25 of 29 Document

Desc Mai

Member FDIC

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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 dally 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."

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

- 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

During our investigation process, you are not responsible for paying any amount in question; you are, however, obligated to pay the items on your statement that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount in question.

Mail-in deposits

If you wish to mall a deposit, please send a deposit ticket and check to your local BB&T financial center. Visit BBT.com to locate the BB&T financial center closest to you. Please do not send cash.

Change of address

If you need to change your address, please visit your local BB&T financial center or call BB&T Phone24 at 1-800-BANK BBT (1-800-226-5228).

How to Reconcile Your Account		Outstanding Checks and Other Debits (Section A)			
List the new balance of your account from your latest statement here:		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:	St. No. (c) or in contrast out the state of			di unti or planne antingal profit common persona hanne person persona di persona di persona di persona di perso En 1900, anche Casa (Casa	
debit amount. Add up all of the debits, and enter the sum here:		- All the state of	THE RESIDENCE OF STREET, STREE		
3. Subtract the amount in line 2 above from the amount in line 1					
above and enter the total here:				u, ana. Juga anticarium ini tihun kinnilitah ndani saksu) unti ana munum munum militum man	mmannoun sycholik oloukakkoat kakkaabjorpoukkoabjorpoukkaabboagast olikokk
Record any outstanding credits in section B. Record the transaction date, credit type and the credit amount. Add up all of the credits		valuel de summande de contracte de contracte de la contracte de la contracte de la contracte de la contracte d	**************************************	A house and a distinct to color to the street of the stree	
and enter the sum here:		Outstand	ling Deposits a	nd Other Credits (S	ection B)
5. 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.		nce a hid sa bine w Ali se dende a que es proporte de la la cue Alia Alia Alia Alia Alia Alia Alia Alia			
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	ager, visit 228).	gran, a desprendação e reconstruir que que en esta companidade a timbo de la sida de la	Andreitica (U.And. Inc.) cont. Mail. Market proper for territory a 4 cont. And	punpun Grammatassassassassassassassassassassassassas	

secialty Hospin Ur	secialty Hospital of Washington LLC	Unpaid Bills	10/21/2015
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Payee Description	Date Incurred	Due Dates	Purpose of Obligation		Obligation
Trade payables	Various	Various	Hospital Operations	€5	389,165
Other Accrued Expense Other Accrued Costs Accrued Payroll Costs and taxes, including vacation	Various Various	Various Various	Hospital Operations Employee Payroll		250,000
Total Accrued Expenses					314,743
Total Unpaid Bills				S	703,908

Specialty Hospital of Washington, LLC Net Patient Accounts Receivable 31-Oct-15

Specially Hospital of Washington Nursing Center, LLC	Medicare	Medicaid	Commercial	Bad Debt	Total
Gross Accounts Receivable	t 49-	•	,		44
Adjustments					
Contractual Allowance	1	•	ī		•
Bad Debts	1	1	ı		•
Total Adjustments					
Net Accounts Receivable	49	3	į		49-

All Accounts Recievable was transferred at close

Case 14-00279 Filed 12/16/15 Entered 12/16/15 08:35:54 Document . Page 28 of 29 Doc 947 Desc Main O G CONFIDERTAL

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REBREEREE

Specialty Hospital of Washington LLC Current Liabilities Reconciliation 10/31/2015

			-		Pre-Pet	Pe - Petition Breakdown	
Account Description	Total Current Liabilities	Post Petition Current Liabilities	Pre - Petition Current Liabilities	Secured	Priority	Unsecured *	Total Pre - Petition Accrued Expenses
Accounts Payable	\$ 12,294,822	389,165	11,905,657	in Market with the day page year	-	11,905,657	11,905,657
Accrued Expenses							i i i i i i i i i i i i i i i i i i i
Other Accrued Costs	446,956	250,000	196,956	M		10 / 01/2	, S. C.
Accrued Interest	(359,246)	. *	(359.246)			050,040	000,000
Licensed Bed Tax	833,580	ı	833.580		,	(047,660)	(359,246)
Accrued Personal Property Taxes	102,953		102,953	,	, ,	230 cult	855,580
FIN 47	87,336	•	87,336	1		750 LO	102,933
Accrued Ballpark fees	000'99	•	000799	ı			90000
Federal/Fica taxes/FUTA/SUTA	7,695,229	•	7.695.229	1			00,000
State taxes - Maryland	1,939,668	,	1.939,668				677'560'
State taxes - DC	159,165	,	159.165	: 1			5,95%,000
State taxes - Virginia	. •) 	!		Cor	c91,861
Employee Deductions, including 401k	470.Z77		77.0 97.7	1	•		1
CMS - Gvil Penalty (SNF)	133,150	,	133.150	. ,	•	410,211	410,211
Tax Penalties - IRS	1.146.020	,	1 146 020		,	OCI,CCI	061,661
Tax Penalties - Maryland	223,886	τ	223.886		1	1,146,020	1,146,020
Tax Penalties - Virginia	19,607		19.607			000,077	72,880
Tax Penairies - DC	534,395		534 395	, ,		12,007	19,007
Accrued Payroll Costs, including vacation	593,174	64,743	528.451	1 1	J ,		554,595
Other	192,477		192,477			TO THE PROPERTY OF THE PARTY OF	109,421
Total Accrued expenses	14,284,626	314,743	13,969,884			13 969 884	132,411
Amounts Due to Government Authorities							
Due to Department of Heath Care Finance - LTACH							ne vonakans
Medicaid Appeals (2007 -2010) Due form Pennetment of Hank Con Editors 2011	3,865,085	t	3,865,085	1		5,865,085	3,865,085
2014	(4 060 \$28)		(00000)				Y ∳⊅•₩
Total Due to Government Authorities	(195,243)		(195,243)			(4.060328))	(4,060,328)
Total Current Liabilities	26,384,205	703,908	25,680,297	i manana i maha di katala maka manana manana manana manana manana maha da katala manana maha da katala manana m	*	25,680,297	25,680,297

* Some portinn of total number contained in each shaded line stern may constitute a priority claim under the Bankempty Code. However, the debtors and their begoi counsel have not conducted the factual and legal analysis to descript to be allowed any claims that do constitute a priority claim and the uncounts to be afferded priority science.