

IN THE UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

IN RE:	:	
	:	Case No. 18-56883-bem
MEEKER NORTH DAWSON	:	
NURSING, LLC	:	
	:	Chapter 11
Debtor.	:	
	:	Judge Ellis-Monro
	:	

MEEKER NORTH DAWSON NURSING, LLC FIRST AMENDED DISCLOSURE STATEMENT DATED DECEMBER 19, 2018

I. INTRODUCTION

This is the disclosure statement (the "Disclosure Statement") in the chapter 11 case of Meeker North Dawson Nursing, LLC (the "Debtor"). This Disclosure Statement contains information about the Debtor and describes the Debtor’s Plan (the "Plan") filed by Debtor. A full copy of the Plan is attached to this Disclosure Statement as Exhibit “A”. Your rights may be affected. You should read the Plan and this Disclosure Statement carefully and discuss them with your attorney. If you do not have an attorney, you may wish to consult one.

The proposed distributions under the Plan are discussed at pages 6-12 of this Disclosure Statement. General unsecured creditors not otherwise classified are classified in Class 2B, and will receive a distribution of 100% of their allowed claims plus interest, to be distributed in quarterly payments, over 60 months from the Effective Date.

A. Purpose of This Document

This Disclosure Statement describes:

- a) The Debtor and significant events during the Chapter 11 case,

- b) How the Plan proposes to treat claims or equity interests of the type you hold (i.e., what you will receive on your claim or equity interest if the Plan is confirmed),
- c) Who can vote on or object to the Plan,
- d) What factors the Bankruptcy Court (the "Court") will consider when deciding whether to confirm the Plan,
- e) Why the Debtor believes the Plan is feasible, and how the treatment of your claim or equity interest under the Plan compares to what you would receive on your claim or equity interest in liquidation, and
- f) The effect of confirmation of the Plan.

Be sure to read the Plan as well as the Disclosure Statement. This Disclosure Statement describes the Plan, but it is the Plan itself that will, if confirmed, establish your rights.

B. Deadlines for Voting and Objecting: Date of Plan Confirmation Hearing

The Court has not yet confirmed the Plan described in this Disclosure Statement. This section describes the procedures pursuant to which the Plan will or will not be confirmed.

1. Time and Place of the Hearing to Approve This Disclosure Statement and Confirm the Plan

The hearing at which the Court will determine whether to finally approve this Disclosure Statement and confirm the Plan will take place on November , 2018 at 1:00 p.m. (E.S.T.) at the Richard Russell Federal Building, 75 Ted Turner Drive, Atlanta, Georgia, 30303, Courtroom 1402.

2. Deadline for Voting to Accept or Reject the Plan

If you are entitled to vote to accept or reject the Plan, you will receive a ballot at a later date. See Section IV below for a discussion of voting eligibility requirements.

Your ballot must be received by the date set by the Court or it may not be counted.

3. Deadline for Objecting to the Adequacy of Disclosure and Confirmation of the Plan

Objections to this Disclosure Statement or to the confirmation of the Plan must be filed with the Court and served upon entities identified by the Court at a later date set by the Court.

4. Identity of Person to Contact for More Information

If you want additional information about the Plan, you should contact Theodore N. Stapleton, P.C., 2802 Paces Ferry Road, Suite 100-B, Atlanta, Ga 30339, tel: 770-436-3334 fax: 404-935-5344, tstaple@tstaple.com, attorney for the Debtor.

C. Disclaimer: Deadline for Objecting to Adequacy of Disclosure Statement

The Court has not approved this Disclosure Statement as containing adequate information to enable parties affected by the Plan to make an informed judgment about its terms. The Court has not yet determined whether the Plan meets the legal requirements for confirmation and has not approved this Disclosure Statement. This Disclosure Statement is subject to final approval at the hearing on same. Objections to the adequacy of this Disclosure Statement may be filed by a later date set by the Court.

II. BACKGROUND

B. Description and History of the Debtor's Business

The Debtor was incorporated on October 25, 2011 and entered into a facility lease of the Meeker Nursing Center, a 70 bed skilled nursing home located at 500 North Dawson, Meeker Oklahoma, (the "Facility") with an affiliated entity, Meeker Property Holdings, LLC on July 26, 2013. The Debtor's manager, Christopher Brogdon ("Brogdon") and his wife, Connie Brogdon indirectly own a one hundred percent (100%) interest in Meeker Property Holdings, LLC. The

Debtor has operated the Facility at all times subsequent thereto. Prior to the Debtor taking over its operations the Facility was operated by a receiver appointed at the request of the secured lender, First Commercial. The Facility was one of three skilled nursing facilities in Oklahoma previously under the control of First Commercial's court appointed receiver. (collectively the "First Commercial Three") The other two (2) facilities comprising the First Commercial Three, known as McLoud Nursing Center located in McLoud, Oklahoma ("McLoud") and Harrah Nursing Center located in Harrah, Oklahoma ("Harrah"), were also subsequently purchased from the receiver by Brogdon related entities. Brogdon related entities also own five (5) other skilled nursing facilities in Oklahoma known as Betty Ann Nursing Center located in Grove, Oklahoma ("Betty Ann"), Grand Lake Villa located in Grove, Oklahoma (Grand Lake"), The Living Center located in Enid, Oklahoma ("Living Center"), Enid Senior Care located in Enid, Oklahoma ("Enid"), and Kenwood Manor located in Enid, Oklahoma (Kenwood"). (collectively the "Blue Dolphin Five") The First Commercial Three and the Blue Dolphin Five are currently managed by Brogdon's wholly owned management company, Marsh Pointe Management, LLC. ("Marsh Pointe") The Debtor's secured obligation to First Commercial is evidenced by a Promissory Note in the original principal amount of \$1,891,352.71, which is co-signed by Marsh Pointe, the First Commercial Three and the Blue Dolphin Five, and a Commercial Security Agreement dated March 19, 2015 pledging all the assets of Marsh Pointe, the First Commercial Three and the Blue Dolphin Five to secure repayment.

The Debtor contracts with Marsh Pointe to operate the Facility in Meeker Oklahoma. The Debtor plays a vital economic role providing over 50 jobs and a good quality of life for its employees. The Debtor plays a vital role in providing quality care for over 59 nursing home residents.

C. Insiders of the Debtor

Insiders as defined in §101 in the Bankruptcy Code are Brogdon's wife, Connie B. Brogdon, who is a ninety-eight and one-half percent (98 ½ %) member of the Debtor and Dick Huebner who is a one and one-half percent (1½ %) member. Mr. Brogdon is the manager of the Debtor. Mr. Brogdon does not receive any salary or other compensation from the Debtor for his services as manager of the Debtor, or otherwise.

D. Management of the Debtor During and After the Bankruptcy

Debtor's manager, Brogdon, who has been in that position since the Debtor's inception and the filing of the petition in this Chapter 11 case, will continue in the same role for the Reorganized Debtor. Marsh Pointe will manage the Reorganized Debtor.

E. Events Leading to Chapter 11 Filing

Prior to Brogdon's acquisition of the First Commercial Three those facilities had been grossly mismanaged by the receiver. When Marsh Pointe took over operations of the First Commercial Three from the receiver payables to vendors were millions of dollars past due and multiple collections lawsuits were filed. Since that time the Debtor and Marsh Pointe have turned the Facility around reaching settlements with vendors and repaying hundreds of thousands of dollars worth of payables left unpaid by prior management. Funding settlements with vendors strained the Debtor's cash flow and resulted in non-payment of certain withholding tax liabilities owed to the Internal Revenue Service (IRS) and the State of Oklahoma. The Debtor negotiated a repayment plan with the IRS but the IRS threatened to seize certain Medicare/Medicaid receivables in early April 2018 and the Debtor was forced to file this voluntary chapter 11 petition on April 24, 2018.

F. Significant Events During the Bankruptcy Case

The Debtor has obtained Court authorization to maintain its pre-petition operating accounts to ensure the uninterrupted collection of accounts receivable, and the use of cash collateral necessary for payment of payroll and other critical operating expenses including payments of bed taxes to the Oklahoma Health Care Authority. The Debtor has negotiated a plan for repayment of its outstanding obligations to the Internal Revenue Service and the State of Oklahoma and proposes payment of 100% of obligations due to unsecured creditors.

G. Projected Recovery of Avoidable Transfers

The Debtor does not intend to pursue preference, fraudulent conveyance, or other avoidance actions.

H. Claims Objections

Except to the extent that a claim is already allowed pursuant to a final non-appealable order, the Debtor reserves the right to object to claims. Therefore, even if your claim is allowed for voting purposes, you may not be entitled to a distribution if an objection to your claim is later upheld. The procedures for resolving disputed claims are set forth in Article V of the Plan.

I. Current and Historical Financial Conditions

The identity and book value of the estate's assets are listed in the balance sheet attached to the most recent post-petition monthly operating report for the Debtor filed since the commencement of the Debtor's bankruptcy case. ("Exhibit B"). Source and basis of valuation is Debtor's management and Synergy Healthcare Resources, LLC.

The Debtor's assets are as follows:

- (i) The Debtor's lease of its Facility and related licenses has a liquidation value of approximately \$300,000.00;

- (ii) Accounts Receivable as of September 30, 2018 total approximately \$175,919.00;
- (iii) Office equipment, computers and fixtures with an estimated value of \$21,356.00;
- (iv) Machinery and equipment with an estimated value of \$46,452.00;
- (v) Intercompany receivables with a book value of \$497,352.00.

The Debtor's liabilities are as follows:

- (i) First Commercial Bank which was owed approximately \$1,785,749.00 as of the Petition Date;
- (ii) The Oklahoma Tax Commission which has filed a proof of claim for \$32,688.51;
- (iii) The Internal Revenue Service which has filed a proof of claim for \$482,281.69;
- (iv) The Lincoln County Tax Treasurer who has filed a proof of claim for \$42,086.53;
- (v) General Unsecured Claims scheduled in the amount of \$409,342.73. The Debtor estimates non-objectionable General Unsecured Claims excluding inter-company loans total \$409,637.07. Convenience Unsecured Claims are estimated to total approximately \$10,300.00.

III. SUMMARY OF THE PLAN OF REORGANIZATION AND TREATMENT OF CLAIMS AND EQUITY INTERESTS

J. What is the Purpose of the Plan of Reorganization?

As required by the Code, the Plan places claims and equity interests in various classes and describe the treatment each class will receive. The Plan also states whether each class of claims or equity interests is impaired or unimpaired. If the Plan is confirmed, your recovery will be limited to the amount provided by the Plan.

K. Unclassified Claims

Certain types of claims are automatically entitled to specific treatment under the Code. They are not considered impaired, and holders of such claims do not vote on the Plan. They may, however, object if, in their view, their treatment under the Plan does not comply with that required by the Code. As such, the Plan's Proponent has not placed the following claims in any class:

1. Administrative Expenses

Administrative expenses are costs or expenses of administering the Debtor's chapter 11 case which are allowed under § 507(a)(2) of the Code. The Code requires that all administrative expenses be paid on the Effective Date of the Plan, unless a particular claimant agrees to a different treatment.

The following chart lists the Debtor's estimated administrative expenses, and their proposed treatment under the Plan:

Type	Estimated Amount Owed	Proposed Treatment
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Expenses Arising in the Ordinary Course of Business After the Petition Date	\$10,000.00	Paid in full on the Effective Date of the Plan, or according to terms of obligation if later than the Effective Date, or by separate written agreement.
Estimated Professional Fees, as approved by the Court.	\$30,000.00	Paid in full on the Effective Date of the Plan, or according to separate written agreement, or according to court order if such fees have not been approved by the Court on the Effective Date of the Plan.
Clerk's Office Fees	unknown	Paid in full on the Effective Date of the Plan.
Other administrative expenses	unknown	Paid in full on the Effective Date of the Plan or according to separate written agreement.
Office of the U.S. Trustee Fees	unknown	Paid in full on the Effective Date of the Plan.
TOTAL	\$40,000.00	

2. Priority Tax Claims

Priority tax claims are unsecured income, employment, and other taxes described by § 507(a)(8) of the Code. Unless the holder of such a § 507(a)(8) priority tax claim agrees otherwise,

it must receive the present value of such claim, in regular installments paid over a period not exceeding 5 years from the order of relief, in addition to any statutory interest.

The following chart lists the Debtor's estimated § 507(a)(8) priority tax claims and their proposed treatment under the Plan:

Description (name and type of tax)	Estimated Amount Owed	Date of Assessment	Treatment
Oklahoma Tax Commissioner	\$35,173.51	January-June 2016; September-December 2017; March-April 2018	Paid in full with interest within 60 months of the Petition Date, April 24, 2018
Internal Revenue Service	\$365,818.21	June 30-December 31, 2012; June 30, 2013; December 31, 2015; March 31, 2016; March-December 2017; January-April 2018	Paid in full with interest within 60 months of the Petition Date, April 24, 2018
Lincoln County Tax Commissioner	42,086.53	2017-2018	Paid in full with interest within 60

			months of the Petition Date, April 24, 2018
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L. Classes of Claims and Equity Interests

The following are the classes set forth in the Plan, and the proposed treatment that they will receive under the Plan:

1. Classes of Secured Claims

Allowed Secured Claims are claims secured by property of the Debtor's bankruptcy estate (or that are subject to setoff) to the extent allowed as secured claims under § 506 of the Code. If the value of the collateral or setoffs securing the creditor's claim is less than the amount of the creditor's allowed claim, the deficiency will be classified as a general unsecured claim.

The following chart lists all classes containing Debtor's secured prepetition claims and their proposed treatment under the Plan:

Class #	Description	Insider? Impairment (Yes or No)	Treatment
Class-1	First Commercial Bank	No-Impaired	Paid in full according to contractual terms by Debtor's lessor and affiliate Meeker Property Holdings, LLC. All legal, equitable and contractual rights remain unaltered

2. Classes of Priority Unsecured Claims

Certain priority claims that are referred to in §§ 507(a)(1), (4), (5), (6), and (7) of the Code are required to be placed in classes. The Code requires that each holder of such a claim receive cash on the effective date of the Plan equal to the allowed amount of such claim. However, a class of holders of such claims may vote to accept different treatment.

The following chart lists all classes containing claims under §§ 507(a)(1), (4), (5), (6), and (a)(7) of the Code and their proposed treatment under the Plan: N/A

3. Classes of General Unsecured Claims

General unsecured claims are not secured by property of the estate and are not entitled to priority under § 507(a) of the Code.

The following chart identifies the Plan's proposed treatment of Classes 3 through 4, which contain general unsecured claims against the Debtor:

Class #	Description	Insider? Impairment?	Treatment
Class- 2A	Unsecured Convenience Claims \$10,324.58	No- Unimpaired	Class 2A consists of the claims held by unsecured creditors that are in an amount up to \$1,000.00 and any unsecured claims held by unsecured creditors that elect on the ballot to reduce their claim to \$1,000.00 to be treated as Class 2A claimant instead of treatment as a general unsecured creditor under Class 2B. Holders of Allowed Convenience Claims shall receive payment in full in Cash on account of each holder's

			Allowed Convenience Claim on or before the Effective Date.
Class 2B	General Unsecured Claims \$409,637.07	No- Impaired	All Allowed Unsecured Claims not separately classified shall be paid 100% of each Allowed Claim with regular quarterly payments beginning the first Business Day of the month, 30 days following the Effective Date. Holders of Allowed Unsecured Claims not separately classified under the Plan shall receive payments in cash in an amount equal to one hundred (100%) percent of each holder's Allowed Unsecured Claim plus interest accruing at the rate of 5.0% APR payable in quarterly payments beginning the first Business Day of the month thirty (30) days following the Effective Date until the earlier of (a) five (5) years after the Effective Date, or (b) until the Allowed Unsecured Claims is paid in full plus interest at the rate of 5.0% APR.

4. Class of Equity Interest Holders

Equity interest holders are parties who hold an ownership interest (i.e., equity interest) in the Debtor. In a corporation, entities holding preferred or common stock are equity interest holders. In a partnership, equity interest holders include both general and limited partners. In a

limited liability company ("LLC"), the equity interest holders are the members. Finally, with respect to an individual who is a debtor, the Debtor is the equity interest holder.

The following chart sets forth the Plan's proposed treatment of the class of equity interest holders:

Class #	Description	Impairment	Treatment
5	Equity interest holders: Connie B. Brogdon and Richard Huebner	Unimpaired	Equity Security Holders will retain their interests in the Debtor as such interests existed as of the Petition Date.

M. Means of Implementing the Plan

1. Source of Payments

Payments and distributions under the Plan will be funded by the following:

Funding on the Effective Date. All payments under the Plan which are due on the Effective Date will be funded from the Cash on hand, and operating revenues.

Funding after the Effective Date. The funds necessary to ensure continuing performance under the Plan after the Effective Date will be (or may be) obtained from:

- (a) any and all remaining Cash retained by the Reorganized Debtor after the Effective Date; and
- (b) Cash generated from the post-Effective Date operations of the reorganized Debtor; and
- (c) any other contributions or financing (if any) which the Reorganized Debtor may obtain on or after the Effective Date.

2. Post-confirmation Management

The Post-Confirmation Managers of the Debtor, and their compensation, shall be as follows:

From and after the Effective Date, the reorganized Debtor will be managed by Mr. Brogdon in accordance with the operating agreement of the Reorganized Debtor with Mr. Brogdon's wholly owned management company, Marsh Pointe Management, LLC as such may be amended as necessary or appropriate to comply with applicable state law, and the Plan. On the Effective Date, Marsh Point Management, LLC will become the management company for the Reorganized Debtor.

N. Risk Factors

There are various factors that may adversely affect the viability of the Plan over which the Debtor has little control, and which may not be predicted with any degree of certainty. Debtor operates in a highly and tightly regulated business environment that is overseen by CMS and the Oklahoma state long-term care regulatory agencies. These agencies can require the Debtor to incur substantial capital improvement costs to the Debtor's nursing home facility. There is no practical administrative review of these regulatory functions and thus the Debtor is forced to incur costs on an unpredictable basis. Debtor has attempted to limit this exposure by limiting their capital cost exposure quarterly through language in the Debtor's lease with its landlord.

Furthermore, the Debtor's facility can be closed by the regulators, if the regulators determine that cause exists therefore. There is no practical review of these regulatory decisions. The Debtor has attempted to ameliorate this risk by strengthening their operational management to pay as close attention as possible to the condition of the facilities and the treatment and care being afforded to the residents of the facilities.

The Oklahoma State Department of Health (“OSDH”) conducted an inspection and complaint investigation on October 9, 2018. The inspection found deficiencies requiring significant corrections. The failure of the Debtor to address and correct deficiencies found by OSDH can result in the Debtor’s de-certification for the Medicare/Medicaid program and denial of payment for new Medicare/Medicaid admissions effective January 9, 2019. In a letter dated October 18, 2018, OSDH requested that the Debtor submit an acceptable Plan of Correction (“POC”) within ten calendar days of receipt. The Debtor timely submitted its POC as requested and OSDH accepted the POC by correspondence dated November 15, 2018. The POC provided that the survey would be corrected, and the Debtor would be in substantial compliance by November 30, 2018. The OSDH has elected not to conduct a “revisit” to the facility to verify that substantial compliance has been achieved but to do a “desk review” to verify substantial compliance. The Debtor timely submitted the documentation required for the OSDH desk review on December 6, 2018. On December 10, 2018 the OSDH issued a substantial compliance letter confirming that an offsite/paper revisit was conducted which verified that the facility had achieved substantial compliance with the requirements for participation in the Medicare program effective November 30, 2018 and finding that the deficiencies cited during the Medicare survey on October 9, 2018 have been corrected and no remedies need to be imposed.

F. Executory Contracts and Unexpired Leases

The Plan lists all executory contracts and unexpired leases that the Debtor will assume under the Plan. The only executory contract or lease that the Debtor intends to assume is its Facility lease. Assumption means that the Debtor has elected to continue to perform the obligations under such contracts and unexpired leases, and to cure defaults of the type that must be cured under the Code, if any.

If you object to the assumption of your unexpired lease or executory contract, the proposed cure of any defaults, or the adequacy of assurance of performance, you must file and serve your objection to the Plan within the deadline for objecting to the confirmation of the Plan, unless the Court has set a different time.

All executory contracts and unexpired leases that are not listed in the Plan as accepted will be rejected under the Plan. Consult your adviser or attorney for more specific information about particular contracts or leases.

If you object to the rejection of your contract or lease, you must file and serve your objection to the Plan within the deadline for objecting to the confirmation of the Plan.

The deadline for filing a Proof of Claim based on a Claim arising from the rejection of a lease or contract will be set by the Court. Any claim based on the rejection of a contract or lease will be barred if the proof of claim is not timely filed, unless the Court orders otherwise.

G. Tax Consequences of Plan

Creditors and Equity Interest Holders concerned with how the Plan may affect their tax liability should consult with their own accountants, attorneys, and/or Advisors.

THE PROPONENTS ASSUME NO RESPONSIBILITY FOR THE TAX EFFECT THAT CONSUMMATION OF THE PLAN WILL HAVE ON ANY GIVEN HOLDER OF A CLAIM OR INTEREST. EACH HOLDER OF A CLAIM OR INTEREST IS STRONGLY URGED TO CONSULT THEIR OWN TAX ADVISORS CONCERNING THE FEDERAL, STATE, LOCAL AND FOREIGN TAX CONSEQUENCES OF THE PLAN.

IV. CONFIRMATION REQUIREMENTS AND PROCEDURES

To be confirmable, the Plan must meet the requirements listed in §§ 1129(a) or (b) of the Code. These generally include the requirement that: the Plan must be proposed in good faith; at

least one impaired class of claims must accept the plan, without counting votes of insiders; the Plan must distribute to each Creditor and Equity Interest Holder at least as much as the Creditor or Equity Interest Holder would receive in a chapter 7 liquidation case, unless the Creditor or Equity Interest Holder votes to accept the Plan; and the Plan must be feasible. These requirements are not the only requirements listed in §1129, and they are not the only requirements for confirmation.

A. Who May Vote or Object

Any party in interest may object to the confirmation of the Plan if the party believes that the requirements for confirmation are not met.

Certain parties in interest, however, are not entitled to vote to accept or reject the Plan. A Creditor or Equity Interest Holder has a right to vote for or against the Plan only if that Creditor or Equity Interest Holder has a Claim or Equity Interest that is both (1) allowed or allowed for voting purposes and (2) impaired.

In this case, the Plan's Proponent believes that Classes 1 and 2B are impaired and that holders of claims in those classes are therefore entitled to vote to accept or reject the Plan. The Plan Proponent believes that Classes 2A and 3 are unimpaired and that holders of Claims in this class, therefore, do not have the right to vote to accept or reject the Plan.

1. What Is an Allowed Claim or an Allowed Equity Interest?

Only a Creditor or Equity Interest Holder with an Allowed Claim or an Allowed Equity Interest has the right to vote on the Plan. Generally, a claim or equity interest is allowed if either (1) the Debtor has scheduled the claim on the Debtor's schedules, unless the claim has been scheduled as disputed, contingent, or unliquidated, or (2) the Creditor has filed a proof of claim or Equity Interest, unless an objection has been filed to such proof of claim or Equity Interest. When

a Claim or Equity Interest is not allowed, the Creditor or Equity Interest holder holding the claim or equity interest cannot vote unless the Court, after notice and hearing, either overrules the objection or allows the Claim or Equity Interest for voting purposes pursuant to Rule 3018(a) of the Federal Rules of Bankruptcy Procedure.

2. What Is an Impaired Claim or Impaired Equity Interest?

As noted above, the holder of an Allowed Claim or Equity Interest has the right to vote only if it is in a class that is impaired under the Plan. As provided in § 1124 of the Code, a class is considered impaired if the Plan alters the legal, equitable, or contractual rights of the members of that class.

3. Who is Not Entitled to Vote

The holders of the following five types of Claims and Equity Interests are not entitled to vote:

- a) holders of Claims and Equity Interests that have been disallowed by an order of the Court;
- b) holders of other claims or equity interests that are not "allowed claims" or "allowed equity interests" (as discussed above), unless they have been "allowed" for voting purposes.
- c) holders of Claims or Equity Interests in unimpaired classes;
- d) holders of Claims entitled to priority pursuant to §§ 507(a)(2), (a)(3), and (a)(8) of the Code; and
- e) holders of Claims or Equity Interests in classes that do not receive or retain any value under the Plan; administrative expenses.

Even if you are not entitled to vote on the Plan, you have a right to object to the confirmation of the plan and to the adequacy of the disclosure statement.

4. Who Can Vote in More Than One Class

A creditor whose Claim has been allowed in part as a Secured Claim and in part as an Unsecured Claim, or who otherwise hold claims in multiple classes, is entitled to accept or reject the Plan in each capacity and should cast one ballot for each claim.

B. Votes Necessary to Confirm the Plan

If impaired classes exist, the Court cannot confirm the Plan unless (1) at least one impaired class of creditors has accepted the Plan without counting the votes of any insiders within that class, and (2) all impaired classes have voted to accept the Plan, unless the Plan is eligible to be confirmed by "cram down" on nonaccepting classes, as discussed later in Section B.2.

1. Votes Necessary for a Class to Accept the Plan

A class of claims accepts the Plan if both of the following occur: (1) the holders of more than one-half (1/2) of the allowed claims in the class, who vote, cast their votes to accept the Plan, and (2) the holders of at least two-thirds (2/3) in dollar amount of the allowed claims in the class, who vote, cast their votes to accept the Plan.

A class of equity interests accepts the Plan if the holders of at least two-thirds (2/3) in amount of the allowed equity interests in the class, who vote, cast their votes to accept the Plan.

2. Treatment of Nonaccepting Classes

Even if one or more impaired classes reject the Plan, the Court may nonetheless confirm the Plan if the nonaccepting classes are treated in the manner prescribed by § 1129(b) of the Code. A plan that binds nonaccepting classes is commonly referred to as a "cram down" plan. The Code allows the Plan to bind nonaccepting classes of claims or equity interests if it meets all the

requirements for consensual confirmation except the voting requirements of § 1129(a)(8) of the Code, does not "discriminate unfairly," and is "fair and equitable" toward each impaired class that has not voted to accept the Plan.

You should consult your own attorney if a "cramdown" confirmation will affect your claim or equity interest, as the variations on this general rule are numerous and complex.

C. Liquidation Analysis

To confirm the Plan, the Court must find that all creditors and equity interest holders who do not accept the Plan will receive at least as much under the Plan as such claim and equity interest holders would receive in a chapter 7 liquidation.

Under Bankruptcy Code § 1129(a)(7), each holder of a Claim or Interest in an impaired class must either (i) vote to accept the Plan or (ii) receive or retain under the Plan cash or property of a value, as of the Effective Date of the Plan, that is not less than the value such holder would receive or retain if the Debtor was liquidated under Chapter 7 of the Bankruptcy Code. In a Chapter 7 case, a trustee would be elected or appointed to liquidate the Debtor's assets for distribution to creditors in accordance with the priorities set forth in the Bankruptcy Code. Under the priority scheme set forth in the Bankruptcy Code, Secured Creditors are generally paid from the proceeds of sale of the properties securing their liens. If any assets are remaining after the satisfaction of secured claims, the holders of administrative Claims are generally next to receive payments. Unsecured Claims are thereafter paid from any remaining sales proceeds, according to their legal rights of priority. Unsecured Claims with the same priority share in proportion to the amount of their allowed claim in relation to the amount of total allowed Unsecured Claims with the same priority. Finally, Interest Holders receive the balance that remains, if any, after all creditors are paid. Thus, to confirm the Plan, the Court must find that all creditors and interest

holders that do not accept the Plan will receive at least as much under the Plan as they would receive under a hypothetical Chapter 7 liquidation of the Debtor.

The Debtor has estimated the liquidation value of the Debtor's assets based upon the consideration paid for the transfer of Debtor's operating licenses and the market value of its Facility lease. Therefore, the transfer of the Debtor's assets to a new operator would each likely generate between \$300,000.00 and \$400,000.00. Since First Commercial is secured by the Debtor's furniture, fixtures, equipment, receivables, and all other personal property of the Debtor and is owed \$1,785,749.00, more or less, the sale of Debtor's assets would likely not result in any payment to Debtor's Creditors after First Commercial is paid. This liquidation analysis is not a guarantee as to the amounts and sources of recovery that could be realized in a hypothetical liquidation of the Debtor. Rather, the liquidation analysis is only an estimate.

As demonstrated by the above liquidation analysis, the prospects for recovery that may be realized by creditors on account of their Claims and Equity Holders on account of their Interests are greater under the terms embodied in the Plan than they would be in a Chapter 7 liquidation of the Debtor. Consequently, the Debtor does not believe that holders of Claims and Interests would receive more in a Chapter 7 liquidation of the Debtor than they would receive under the Plan. (Exhibit "D")

D. Feasibility

The Court must find that confirmation of the Plan is not likely to be followed by the liquidation, or the need for further financial reorganization, of the Debtor or any successor to the Debtor, unless such liquidation or reorganization is proposed in the Plan.

1. Ability to Initially Fund Plan

The Plan's Proponent believes that the Debtor will have enough cash on hand on the Effective Date of the Plan to pay all the claims and expenses that are required to be paid on that date. Debtor estimates cash on hand on the Effective Date of the Plan, will be approximately \$40,000.00.

2. Ability to Make Future Plan's Payments And Operate Without Further Reorganization

The Plan's Proponent must also show that Debtor will have enough cash over the life of the Plan to make the required Plan's payments.

The Plan's Proponent has provided projected financial information for sixty (60) months following the Effective Date. Those projections are listed in Exhibit C.

The Plan's Proponent's financial projections show that the Debtor will have an aggregate annual average cash flow, after paying operating expenses and post-confirmation taxes, of approximately \$227,000.00. The final Plan's payment is expected to be paid sixty (60) months after the Effective Date.

You should consult with your accountant or other financial advisor if you have any questions pertaining to these projections.

V. EFFECT OF CONFIRMATION OF PLAN

A. Discharge of Debtor

On the Effective Date of the Plan, the Debtor shall be discharged from any debt that arose before confirmation of the Plan, subject to the occurrence of the Effective Date, to the extent specified in § 1141(d)(1)(A) of the Code, except that the Debtor shall not be discharged of any debt (i) imposed by the Plan, (ii) of a kind specified in § 1141(d)(6)(A) if a timely complaint was

filed in accordance with Rule 4007(c) of the Federal Rules of Bankruptcy Procedure, or (iii) of a kind specified in § 1141(d)(6)(B). After the Effective Date of the Plan your claims against the Debtor will be limited to the debts described in clauses (i) through (iii) of the preceding sentence.

B. Modification of Plan

The Plan's Proponent may modify the Plan at any time before confirmation of the Plan. However, the Court may require a new disclosure statement and/or revoting on the Plan.

Upon request of the Debtor, the United States Trustee, or the holder of an allowed unsecured claim, the Plan may be modified at any time after confirmation of the Plan but before the completion of payments under the Plan, to (1) increase or reduce the amount of payments under the Plan on claims of a particular class, (2) extend or reduce the time period for such payments, or (3) alter the amount of distribution to a creditor whose Claim is provided for by the Plan to the extent necessary to take account of any payment of the claim made other than under the Plan

C. Final Decree

Once the estate has been fully administered, as provided in Rule 3022 of the Federal Rules of Bankruptcy Procedure, the Plan's Proponent, or such other party as the Court shall designate in the Plan confirmation order, shall file a motion with the Court to obtain a final decree to close the case. Alternatively, the Court may enter such a final decree on its own motion.

VI. RECOMMENDATION AND CONCLUSION

Debtor recommends that all creditors vote to accept the Plan. The Debtor believes that the Plan provides the best possible return to Creditors under the circumstances and a much greater return than if the Chapter 11 case is dismissed or converted to Chapter 7.

/s/ Christopher Brogdon
Christopher Brogdon

Managing Member
Meeker North Dawson Nursing, LLC'

/s/ Theodore N. Stapleton
Theodore N. Stapleton
Georgia Bar No. 675850
Attorneys for Debtor

Suite 100-B
2802 Paces Ferry Road
Atlanta, Georgia, 30339
Telephone: (770) 436-3334
tstaple@tstaple.com

IN THE UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

EXHIBIT "A"

IN RE:	:	
	:	Case No. 18-56883-bem
MEEKER NORTH DAWSON	:	
NURSING, LLC	:	
	:	Chapter 11
Debtor.	:	
	:	Judge Ellis-Monro
	:	

CHAPTER 11 PLAN SUBMITTED BY
MEEKER NORTH DAWSON NURSING, LLC,
DEBTOR AND DEBTOR IN POSSESSION

October 22, 2018
Filed by:
MEEKER NORTH DAWSON NURSING, LLC
Debtor and Debtor-in-Possession

THEODORE N. STAPLETON, PC
/s/ Theodore N. Stapleton
Theodore N. Stapleton
Georgia Bar No. 675850
Attorneys for Debtor-in-Possession

Suite 100-B
2802 Paces Ferry Road
Atlanta, Georgia, 30339
Telephone: (770) 436-3334
tstaple@tstaple.com

Introduction

Pursuant to Title of the United States Code, Meeker North Dawson Nursing, LLC, (the “Debtor”) Chapter 11 debtor and debtor in possession, submits and proposes this “Chapter 11 Plan Submitted by Meeker North Dawson Nursing, LLC, Debtor and Debtor-in-Possession” (the “Plan”).

Article I

DEFINITIONS

Unless the context requires otherwise, the following terms shall have the respective meanings specified below whenever used in the Plan. Capitalized terms not defined in this Plan have the meanings ascribed to such terms in Title 11 of the United States Code and the Federal Rules of Bankruptcy Procedure. Accounting terms not defined in the Plan shall have the meanings ascribed to such terms in accordance with generally accepted accounting principles currently in effect. Whenever from the context it appears appropriate, terms stated in the singular or plural shall include the singular and the plural, and pronouns stated in the masculine, feminine, or neuter gender shall include the masculine, the feminine, and the neuter. The words “herein”, “hereof”, and “hereunder”, and other words of similar import shall refer to this Plan as a whole, including any and all exhibits and schedules to the Plan, as the same may be amended.

“Administrative Claim” means a Claim for payment of an administrative expense of a kind specified in Section 503(b) of the Bankruptcy Code and referred to in Section 507(a)(2) of the Bankruptcy Code, including, without limitation: (a) the actual, necessary costs and expenses of preserving the estate and administering the Case that arose or accrued or that shall arise or accrue in the ordinary course of business during the period between the Petition Date and the Closing Date; (b) any Professional Fee Claim; and (c) any fee or charge assessed against the Debtor under 28 U.S.C. § 1930.

“Allowed Administrative Claim” means all or that portion of an Administrative Claim to the extent it has been allowed by a Final Order of the Bankruptcy Court.

“Allowed Claim and Allowed...Claim” means all or that portion of any Claim, other than an Administrative Claim, against the Debtor to the extent that: (a) proof of such Claim has been filed or is deemed filed pursuant to § 1111 of the Bankruptcy Code and is not the subject of an objection filed by the last date set by the Bankruptcy Court for filing objections to Claims; or (b) it has been allowed by this Plan or a Final Order of the Bankruptcy Court after objection pursuant to the procedures established in this Plan for resolution of Disputed Claims and in respect of which there is no proceeding pending that asserts an Avoidance Action or Cause of Action against the Holder of such Claim. The term “Allowed”, when used to modify a reference in the Plan to any Claim or Class of Claims, shall mean a Claim (or any Claim in any such Class) that is so allowed.

“Avoidance Action” means any claim or right arising out of or maintainable pursuant to §§510, 544, 545, 546, 547, 548, 549, 550 or 553 of the Bankruptcy Code or under any other similar

applicable law, regardless of whether any action to assert such claim or right has been commenced or asserted prior to the Effective Date.

“Bankruptcy Code” means Title 11 of the United States Code, as amended, as applicable to the Bankruptcy Case.

“Bankruptcy Court” means the United States Bankruptcy Court of the Northern District of Georgia, Atlanta Division.

“Bankruptcy Rules” means the Federal Rules of Bankruptcy Procedure and the local rules of the Bankruptcy Court, as applicable from time to time to the Case.

“Business Day” means a day on which commercial banks in Georgia are not required or authorized by law to be closed.

“Case” means the Debtor’s Chapter 11 bankruptcy case.

“Cash” means lawful currency of the United States and its equivalents, provided, however, that any distributions under this Plan will be deemed to be made in Cash if made by check drawn on any United States bank, or by wire transfer.

“Causes of Action” means all causes of action, choses in action, claims, rights suits, accounts or remedies belonging to or enforceable by the Debtor, including Avoidance Actions, whether or not matured or unmatured, liquidated or unliquidated, contingent or non-contingent, known or unknown, or whether in law or in equity, and whether or not specifically identified in the Debtor’s Schedules.

“Claim” means a claim, as defined in Section 101(5) of the Bankruptcy Code, against the Debtor.

“Claims Bar Date” means: (a) with respect to Administrative Claims that accrued or were incurred during the period commencing after the Petition Date but prior to the Confirmation Date (other than Administrative Claims arising in the ordinary course of business or Professional Fee Claims) or are Allowed under Section 503(b)(9) of the Bankruptcy Code, the first Business Day that is twenty one (21) days after the Confirmation Date; or (b) with respect to prepetition Claims for which a Proof of Claim is required to be filed, July 30, 2018.

“Class” means a class of Claims or Interests as defined in this Plan.

“Confirmation Date” means the date upon which the Bankruptcy Court enters the Confirmation Order.

“Confirmation Hearing” means the duly noticed hearing held by the Bankruptcy Court pursuant to Section 1128 of the Bankruptcy Code to consider confirmation of this Plan, as may be adjourned by the Court from time to time without further notice other than announcement of the adjourned date of the Confirmation Hearing at such hearing.

“Confirmation Order” means the Order of the Bankruptcy Court confirming this Plan.

“Convenience Claim” means Claim less than or equal to \$1,000.00.

“Court” means the Bankruptcy Court or any other Court in the United States with authority over the Cases or, with respect to any particular proceeding arising under or related to the Case, any other Court that is exercising jurisdiction over such proceeding.

“Creditor” means the Holder of a Claim against the Debtor.

“Debtor” means Meeker North Dawson Nursing, LLC.

“Designated Notice” means notice and an opportunity for a hearing as described in Section 102 (1)(A) of the Bankruptcy Code. Following entry of the Confirmation Order and through the date of entry of a Final Decree, the time for the giving of any notice shall be reduced to fourteen (14) days, and notice shall be limited to the Notice Parties. When a party gives Designated Notice and no written objection is served within 10 Business Days of service, the party to whom Designated Notice is given shall be presumed to have consented to or have no opposition to the relief or request identified in the Designated Notice. If timely objection is served, the Court will hold a hearing on the objection on no less than (7) days notice.

“Disclosure Statement” means the Disclosure Statement filed with respect to this Plan, as approved by the Court and may be further amended or modified.

“Distribution” means a distribution of Cash to a Claimant account of an Allowed Claim pursuant to the terms of this Plan.

“Distribution Fund” means the account created for the purpose of making Distributions as set forth in Article 4.02 below.

“Effective Date” means the day that is thirty (30) days after the Confirmation Date.

“Final Decree” means a Final Order of the Bankruptcy Court closing the Case.

“Final Order” means an order or judgment of a Court (including one approving a settlement) entered on the docket which: (a) shall not have been reversed, stayed, modified or amended and as to which the time to appeal from, or to seek review or rehearing of, shall have expired and as to which no appeal or petition for review, rehearing or certiorari is pending; or (b) if appealed from, shall have been affirmed (or the appeal dismissed) and the time to appeal from such affirmance or to seek review or rehearing thereof shall have expired, or no further hearing, appeal or petition for certiorari can be taken or granted.

“First Commercial” means First Commercial Bank.

“General Unsecured Claims” means all Claims against the Debtor arising on or before the Petition Date that are not Secured Claims, Priority Claims, Administrative Claims, or Convenience Claims.

“Holder” means the beneficial owner of any Claim or Interest.

“Interest” means any and all ownership rights and interests in the Debtor held by the Shareholders as of the Petition Date.

“Lien” means any mortgage, lien, pledge, charge, security interest, encumbrance or other legally cognizable security device of any kind affecting or attaching to property of the estate of the Debtor.

“Notice Parties” means (i) with respect to notices served by the Debtor, the U.S. Trustee, and all other parties in interest who, after entry of the Confirmation Order, have filed a request for notice with the Clerk of the Court and have served same on Debtor’s counsel, or (ii) with respect to the notices served by a party other than the Debtor, the debtor and its counsel, the U.S. Trustee (unless such notice is being served by the U.S. Trustee), and all other parties in interest who, after entry of the Confirmation Order, have filed a request for notice with the Clerk of the Court and have served same on debtor’s counsel.

“Petition Date” means April 24, 2018.

“Plan” means this plan proposed by the Proponent, as it may be amended or modified from time to time, including all exhibits and reports annexed hereto or referenced herein.

“Post-Confirmation Administrative Claims” means costs and expenses incurred, after the Confirmation Date, in connection with administration and consummation of this Plan, including, without limitation, Post-Confirmation Professional Fee Claims.

“Post-Confirmation Professional Fee Claims” means Post-Confirmation Administrative Claims for compensation earned, and reimbursement of expenses incurred, by attorneys, accountants, or other professionals employed by the Reorganized Debtor.

“Professional Fee Claim” means Claims for compensation earned and reimbursement of expenses of attorneys, accountants, or other professionals employed by the Debtor, with approval of the Bankruptcy Court.

“Priority Tax Claim” means a Claim that is entitled to priority under Section 507(a)(8) of the Bankruptcy Code.

“Proponent” means the Debtor.

“Reorganized Debtor” means the Debtor from and after the Effective Date.

“Schedules” means the schedules of assets and liabilities and any amendment thereto filed by the Debtor herein pursuant to Section 521 of the Bankruptcy Code.

“Shareholders” means Connie B. Brogdon in her capacity as owner of 98 ½ % of the outstanding Interests in the Debtor, and Dick Huebner, in his capacity as owner of 1 ½ % of the outstanding Interests in the Debtor.

“Unclaimed Property” means any funds payable to Holders of Claims from the Distribution Fund that are unclaimed. Unclaimed Property shall include (a) checks (and the funds represented thereby) which have been returned as undeliverable without a proper forwarding address, (b) funds for checks which have not been presented and paid within ninety (90) days of their issuance, and (c) checks (and the funds represented thereby) which were not mailed or delivered because of the absence of a proper address to mail or deliver such property.

“Unpaid Claims Reserve” means the reserve created pursuant to Section 4.04 of the Plan.

“U.S. Trustee” means the United States Trustee for Region 21, and the office of such United States Trustee.

Article II

TREATMENT OF UNCLASSIFIED CLAIMS

Pursuant to § 1122 of the Bankruptcy Code, certain Claims are unclassified. Unclassified Claims are treated as follows:

2.01 Administrative Claims. Allowed Administrative Claims are not classified in this Plan and are treated as follows:

- (a) Payment of Allowed Administrative Claims. Holders of Allowed Administrative Claims other than Professional Fee Claims will be paid in full in cash as soon as practicable after the later of the Effective Date or the date such Claim becomes an Allowed Administrative Claim, unless otherwise agreed to by the Holder thereof. Other than quarterly United States Trustee's fees, which will be paid as they come due, and Professional Fee Claims, which may be filed at any time prior to entry of a Final Decree, any request for payment of an Administrative Claim arising on or before the Confirmation Date must be filed no later than the Claims Bar Date or such Administrative Claim will be forever barred. The Reorganized Debtor shall have the right to object to the allowance of any Administrative Claim.
- (b) Payment of Professional Fee Claims. Professional Fee Claims with regard to the period prior to entry of the Confirmation Order shall be paid in the amount awarded pursuant to orders of the Bankruptcy Court and shall be paid in full in Cash as soon as practicable after the later of the Effective Date or the date such Claim becomes an Allowed Administrative Claim, unless otherwise agreed to by the Holder thereof.

2.02 Treatment of Other Certain Unclassified Claims. Other unclassified Claims are treated as follows:

- (a) Post-Confirmation Administrative Claims. Post-Confirmation Administrative Claims, other than Post-Confirmation Professional Fee Claims, shall be paid as the same come due, without the necessity of Bankruptcy Court approval. Upon motion of any party in interest, the Bankruptcy Court may review any payment of such Post-Confirmation Administrative Claims and, if appropriate, order the return or refund of any such payment. Until entry of a Final Decree, all Post Confirmation Professional Fee Claims for period prior to the entry of a Final Decree shall be subject to review by the Notice Parties. A party seeking payment of a Post-Confirmation Professional Fee Claim shall serve (by electronic mail or first class mail) its invoice on the Notice Parties. Unless one or more of the Notice Parties files an objection with the Bankruptcy Court within fourteen (14) days of the service of the invoice, the Reorganized Debtor shall be fully authorized without an order of the Bankruptcy Court to pay, on a monthly basis, one hundred percent (100%) of the fees and one hundred percent (100%) of the expenses incurred. If an objection is filed, then the Reorganized Debtor shall still be fully authorized without an order of the Bankruptcy Court to pay, on a monthly basis, one hundred percent (100%) of the fees and one hundred percent (100%) of the expenses incurred that are not the subject to an objection. The Bankruptcy Court shall retain

jurisdiction over any objections to such fees and expenses that are filed and shall be authorized to determine whether to allow any disputed Post Confirmation Professional Fee Claims following a hearing on no less than Decree, Post-Confirmation Professional Fee Claims may be paid as they come due.

- (b) Fees of U.S. Trustee. Any pre-confirmation fees due to the United States Trustee shall be paid by the Effective Date. Post-confirmation fees due the United States Trustee shall be paid on the date that such fees are due.

2.03 Treatment of Executory Contracts and Unexpired Leases. Confirmation of the Plan shall operate as an assumption of the Facility Lease with Meeker Property Holdings, LLC (the “Agreement”). The Debtor does not believe that there are any defaults under the Agreement. If any party to the Agreement (the “Lessor”) asserts uncured defaults, then such parties must identify such defaults and file with the Bankruptcy Court a notice of the defaults no later than the date set for filing objections to the Plan or such defaults will be deemed waived and such Lessor will be deemed to have consented to the assumption of their agreements as set forth herein. In the event a Lessor files a notice of an uncured default to which the Debtor agrees, or the Bankruptcy Court allows following a hearing, the Debtor shall cure such default in accordance with Section 365 of the Bankruptcy Code on or before the later of the Effective Date or the date the Court determines such default.

2.04 Treatment of Priority Tax Claims. Holders of Priority Tax Claims shall be paid in equal installments with interest calculated as provided in Section 511 of the Bankruptcy Code beginning on the later of (a) December 31, 2018, or (b) the 30th day of the month in which the Confirmation Order is entered; provided, however, that if the Confirmation Order is entered after the 30th day of the month, then payments will commence on the 30th day of the subsequent month. The installments shall be calculated so that the final payment will be due April 24, 2023, and so that on such date each Priority Tax Claim is paid in full. In the event the Debtor defaults on payments as required under the Plan, the Holder of a Priority Tax Claim may send a default letter to the Debtor with a copy to the Debtor’s attorney. The default must be cured with ten (10) days of the letter. In the event the default is not cured within ten (10) days of the date of the letter, the Holder of a Priority Tax Claim will have the right to pursue enforcement actions. The Debtor is required to timely file returns for and timely pay all post-petition personal, business, and employment taxes. Failure to timely file returns or timely pay taxes as they come due shall constitute a default of the Plan.

Article III

CLASSIFICATION AND TREATMENT OF CLAIMS AND INTERESTS; IMPAIRMENT

Claims and Interests are treated as set forth below. A Claim or Interest shall be deemed classified in a particular Class only to the extent that (a) the Claim or Interest is included within the description of that Class, and (b) the Claim or Interest is not included in any other Class. To the extent that any portion or remainder of the Claim or Interest qualifies within the description of a different Class, that portion of the Claim or Interest shall be classified in that different Class. A Claim or Interest is classified in a particular Class only to the extent that the Claim or Interest is

an Allowed Claim or Allowed Interest in that Class and has not been satisfied, disallowed or extinguished before the Effective Date of the Plan.

3.01 General Provisions Regarding Secured Claims. Following Confirmation, all Holders of secured claims shall retain their Liens in and on any of the Debtor's property to which such Liens attached as of the Petition Date in the same priority and validity as existed as of the Petition Date.

3.02 Class 1 (First Commercial Bank). Class 1 shall consist of the Allowed Secured Claim of First Commercial Bank. The Debtor's obligation with respect to First Commercial Bank under its loan documents and all legal, equitable, and contractual rights of First Commercial Bank under its loan documents shall remain unaltered and in full force and effect, shall not be modified by confirmation of the Plan, and shall survive any discharge entered in the Case. The First Commercial Bank secured claim will continue to be paid according to its contractual terms by the Debtor's lessor, Meeker Property Holdings, LLC.

3.03 Class 2A (Convenience Claims). Class 2A shall consist of the Allowed Convenience Claims. The Holders of Convenience Claims shall receive Distributions totaling one hundred percent (100%), payable on the Effective Date.

3.04 Class 2B (General Unsecured Claims). Class 2B shall consist of the Allowed General Unsecured Claims. The Holders of General Unsecured Claims shall receive Distributions totaling one hundred percent (100%) of each Holder's Allowed Class 2B Claim (the "Class 2B Dividend"), plus interest accruing at the rate of 5.0% APR payable in quarterly payments beginning the first Business Day of the month thirty (30) days following the Effective Date until the earlier of (a) five (5) years after the Effective Date, or (b) until the Allowed Unsecured Claims are paid in full plus interest at the rate of 5.0% APR.

3.05 Class 3 (Shareholders). Class 3 shall consist of the Shareholders. The Shareholders will retain their Interests in the Debtor as such Interests existed as of the Petition Date.

3.06 Impairment. Classes 1 and 2B are impaired and eligible to vote on the Plan. Classes 2B and 3 are unimpaired and ineligible to vote on the Plan.

3.07 Prepayment. The Debtor may prepay the amounts it is obligated to pay under the Plan.

Article IV

MEANS FOR EXECUTION OF THE PLAN

4.01 Funding of the Plan. Upon the Confirmation Order becoming a Final Order (the "Final Order Date", the Debtor shall fund the payments provided for hereunder from operations of the business.

4.02 Establishment of Distribution Fund. The Debtor shall establish a trust account to be known and designated as the Distribution Fund and shall deposit in said account sufficient proceeds from operations to make the payments provided for herein.

4.03 Limitation on Distributions. In no event will the Debtor be required to make any installment payment or Distribution from the Distribution Fund that is less than \$25.00. If a payment or Distribution to a Creditor is less than \$25.00, the Debtor may withhold that Distribution until such time as the total Distributions to which such Creditor is entitled equal or exceed \$25.00.

4.04 Unclaimed Property. Unclaimed Property is treated as follows:

- (a) Unclaimed Property shall be deposited in the Unpaid Claims Reserve to be held in trust for the benefit of the Holders of Allowed Claims entitled thereto under the terms of the Plan. For a period of six (6) months following the first Distribution or ninety (90) days after a Distribution is made to a Creditor on account of which Unclaimed Property first results (said period being hereinafter referred to as the “Claiming Period”), Unclaimed Property shall be held in the Unpaid Claims Reserve solely for the benefit of the Holders of Allowed Claims which have failed to claim such property. During the Claiming Period, Unclaimed Property due the Holder of an Allowed Claim shall be released from the Unpaid Claims Reserve and delivered to such Holder upon presentation of proper proof by such Holder of its entitlement thereto. In the event that there is Unclaimed Property in the Unpaid Claims Reserve with regard to any Claim, the Debtor shall, until such Unclaimed Property is claimed or the Claiming Period with regard to the Holder of such Claim has expired, make all subsequent Distributions due with regard to such Claim to the Unpaid Claims Reserve. After the Claiming Period with regard to such Holder has expired, no subsequent Distributions shall be made on account of such Claim, and such Claim shall be treated as being disallowed, waived, and satisfied.
- (b) At the end of the Claiming Period, the Holder of an Allowed Claim theretofore entitled to Unclaimed Property shall cease to be entitled thereto.
- (c) The Unpaid Claims Reserve may be maintained in an interest bearing account. No Holder entitled to funds from the Unpaid Claims Reserve shall be entitled to interest with regard to the amounts due.

4.05 Authorizations. The entry of the Confirmation Order shall constitute authorization of the Debtor to take or cause to be taken any action necessary or appropriate to consummate the provisions of this Plan, and all such actions taken or caused to be taken shall be deemed to have been authorized and approved by the Bankruptcy Court.

4.06 Objections to Claims. Any Creditor may file an objection to a Claim within 30 days of the Effective Date (the “Objecting Deadline”). After the Objecting Deadline, only the Debtor may file objections to Claims (whether filed, scheduled, or otherwise considered). The Debtor may file objections within ninety (90) days of the Effective Date. All objections shall be resolved by the Bankruptcy Court unless settled as provided herein. Any objection to a Claim may be settled after the settling parties provide Designated Notice of the proposed settlement and there are no

timely objections, and such Claim shall become an Allowed Claim without (i) further notice to any parties, and (ii) without the approval of the Bankruptcy Court. In the event of an objection, the Bankruptcy Court shall resolve the objection after notice and hearing.

4.07 Avoidance Actions and Causes of Action. The Debtor does not believe there are any Avoidance Actions or Causes of Action and, accordingly, will not pursue any.

4.08 Employment of Professionals. The Reorganized Debtor may employ the professionals employed by the Debtor prior to the Effective Date. The Reorganized Debtor shall be entitled to employ such additional professionals as may be necessary after the Effective Date.

Article V

IMPLEMENTATION OF THE PLAN

5.01 Revesting of Assets. All of the property of the estate shall vest with the Reorganized Debtor on the Effective Date free and clear of Liens, except as specifically provided herein.

5.02 Joint and Several Liability. Confirmation of the Plan shall not affect the joint and several liability of any codefendant, co-obligor, guarantor, or other entity that may be liable with the Reorganized Debtor, and such liability shall continue unabated to the extent of applicable non-bankruptcy law. Nothing herein shall be deemed to affect any right of subrogation to which any guarantor may be entitled under applicable non-bankruptcy law.

5.03 Temporary Injunction. The Confirmation Order shall operate as an injunction against any acts against the Reorganized Debtor and its assets to initiate, prosecute, enforce, liquidate, collect or otherwise assert any Claim against the Reorganized Debtor and its assets except as provided in this Plan. Any act in violation of this provision shall be null and void.

Article VI

EFFECT OF CONFIRMATION; VESTING OF PROPERTY; DISCHARGE

6.01 Effect of Confirmation. This Plan shall be binding on all parties in interest upon entry of the Confirmation Order.

6.02 Discharge. Pursuant to Section 1141(d)(1) of the Bankruptcy Code, the Debtor shall receive a discharge upon entry of the Confirmation Order confirming the Plan.

Article VII

RETENTION OF JURISDICTION

7.01 Notwithstanding confirmation of this Plan or the Effective Date having occurred, the Bankruptcy Court shall retain jurisdiction for the following purposes:

- (a) Determination of any objections to requests for payment of Administrative Claims, including Professional Fee Claims;
- (b) Adjudication of any actions brought by or against the Debtor in the Bankruptcy Court before confirmation of the Plan;
- (c) Resolution of controversies and disputes regarding the interpretation and implementation of this Plan, including the determination of defaults under the Plan;
- (d) Implementation of the provisions of this Plan and entry of orders in aid of confirmation of this Plan;
- (e) Determination of any tax liabilities pursuant to Section 505 of the Bankruptcy Code.

7.02 In the event that the Bankruptcy Court is found to lack jurisdiction to resolve any matter, then such matter shall be heard and determined by the District Court for the Northern District of Georgia (the “District Court”). If the District does not have jurisdiction, then the matter may be brought before any Court having jurisdiction with regard thereto.

7.03 The Bankruptcy Court may, upon application of the Reorganized Debtor after Designated Notice, determine that this Plan has been substantially consummated within 120 days after the Confirmation Date. In such event, the Bankruptcy Court may enter an order closing this case pursuant to Section 350 of the Bankruptcy Code, provided, however, that: (a) the Reorganized Debtor shall continue to have the rights, powers, and duties set forth in this Plan; and (b) the Bankruptcy Court may from time to time reopen the case if appropriate for the purpose of enforcing provisions of the Plan or supervising its implementation, or for other cause.

Article VII

MODIFICATION OF PLAN

This Plan may be modified pursuant to Section 1127 of the Bankruptcy Code and as herein provided, to the extent permitted by applicable law. The Plan may be modified, before or after confirmation, without notice or hearing, or on such notice and hearing as the Bankruptcy Court deems appropriate, if the Bankruptcy Court finds that the modification does not materially and adversely affect the rights of any parties which have not had notice and an opportunity to be heard with regard thereto. Without limiting the generality of the foregoing, the Plan may be modified after notice and hearing to an entity that requested notice pursuant to Bankruptcy Rule 2002(i). In the event of any modification on or before confirmation, any votes to accept or reject the Plan shall be deemed to be votes to accept or reject the Plan as modified, unless the Bankruptcy Court finds that the modification materially and adversely affects the rights of parties which have cast said votes.

Article VIII

REQUEST FOR CONFIRMATION PURSUANT TO § 1129(b)

In the event that all requirements for confirmation are met except the provisions of Section 1129(a)(8) of the Bankruptcy Code, the Debtor requests that the Plan be confirmed pursuant to Section 1129(b) of the Bankruptcy Code.

Dated: October 22, 2018

THEODORE N. STAPLETON, PC
/s/ Theodore N. Stapleton
Theodore N. Stapleton
Georgia Bar No. 675850
Attorneys for Debtor-in -Possession

Suite 100-B
2802 Paces Ferry Road
Atlanta, Georgia, 30339
Telephone: (770) 436-3334
tstaple@tstaple.com

Northern District of Georgia

EXHIBIT "B"

IN RE:)	
)	
Meeker North Dawson Nursing, LLC)	Case No. 18-56883-BEM
)	
)	
)	
)	
Debtor(s).)	Chapter 11

MONTHLY OPERATING REPORT

FOR THE MONTH ENDING November 30, 2018

COMES NOW, Meeker North Dawson Nursing, LLC, Debtor-In-Possession, and hereby submits its Monthly Operating Report for the period commencing November 1, 2018 and ending November 30, 2018, as shown by the report and exhibits consisting of 67 pages and containing the following, as indicated:

- X Monthly Reporting Questionnaire (Attachments 1, 2 and 3)
- X Comparative Balance Sheets (Forms OPR-1 & OPR-2)
- X Summary of Accounts Receivable (Form OPR-3)
- X Schedule of Postpetition Liabilities (Form OPR-4)
- X Statement of Income (Loss) (Form OPR-5)
- X Statement of Sources and Uses of Cash (Form OPR-6)
- X Certificate of Service

I declare under penalty of perjury that this report and all attachments are true and correct to the best of my knowledge and belief. I also hereby certify that the original

Monthly Operating Report was filed with the Bankruptcy Court Clerk and a copy delivered to the parties as listed on the attached Certificate of Service.

Date: 12/19/2018

DEBTOR-IN-POSSESSION

By: /s/ Christopher F. Brogdon
(Signature)

Name & Title: Christopher F. Brogdon
President

Address: 455 East Paces Ferry Road, NE
Suite 302
Atlanta, GA 30305

Telephone No. 404.549.4294

CHAPTER 11
MONTHLY REPORTING QUESTIONNAIRE

ATTACHMENT 1

CASE NAME: Meeker North Dawson Nursing, LLC MONTH ENDED: November 30, 2018

CASE NUMBER: 18-56883-BEM

1. Payroll: State the amount of all executive wages paid and taxes withheld and paid during the reporting period.

Name and Title of Executive	Wages and Other Amounts Paid		Taxes	
	Amount Due	Amount Paid	Amount Due	Amount Paid
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
Totals	0.00	0.00	0.00	0.00

2. Insurance: List all insurance coverage in effect in the schedule below. If any policy has lapsed, been replaced or renewed, attach a copy of the new policy's binder or cover page indicating the amount of coverage and the expiration date.

Type	Carrier's Name	Coverage Amount	Expiration Date	Premium Amounts	Date Coverage Paid Through
Property	Axis/Premium Assignment	_____	01/09/2019	1,463.59	11/30/2018
Workers' comp.	Bershire Hathaway	_____	01/18/2019	4,607.31	11/30/2018
General liab.	Allied Health/Premium Assignment	_____	02/25/2019	655.45	11/30/2018
Vehicle	Progressive Northern	_____	05/04/2019	1,464.50	05/03/2019

Other (specify):

Meeker North Dawson Nursing, LLC

Case No. 18-56883-BEM

Attachment 3

Has any property of the debtor been sold or otherwise transferred other than in the ordinary course of the debtor's business?

YES _____

NO X _____

If so, give a description of the property, to whom it was transferred, the date of the transfer, costs and expenses associated with the transfer (including all seller closing costs and loan payoff amounts) and the net amount received. If available, attach a copy of the settlement statement associated with the closing.

CERTIFICATE OF SERVICE

[to be completed by attorney for debtor]

Copies of the foregoing Monthly Operating Report have been sent by operation of the Court's electronic filing system to all parties indicated on the electronic filing receipt.

Done this 19 day of December, 2018.

/s/ Theodore N. Stapleton

(Signature)

Theodore N. Stapleton

(Printed name)

2802 Paces Ferry Road, SE, Suite 100-B

(Street address)

Atlanta, GA 30339

(City, state, zip)

770.436.3334

(Telephone)

SCHEDULE OF RECEIPTS AND DISBURSEMENTS
FOR THE PERIOD BEGINNING 11.1.18 AND ENDING 11.30.1

MEEKR NORTH DAWSON NURSING, LLC

CASE # 18-56883-BEM

	CURRENT MONTH	CUMULATIVE PETITION TO DATE
FUNDS AT BEGINNING OF PERIOD	(573)	(8,389)
RECEIPTS		
Cash Sales	-	-
Minus: Cash Refunds	-	-
Accounts Receivable	280,566	1,533,948
Transfer from Harrah	-	37,000
Rebates/Vending	-	827
TOTAL RECEIPTS	280,566	1,571,775
TOTAL FUNDS AVAILABLE FOR OPERATIONS	279,993	1,563,386
DISBURSEMENTS		
Advertising	-	-
Bank Fees	(1,374)	(5,751)
Computer Software	(2,662)	(15,177)
Consulting Fees	-	-
Contract Labor	-	(7,849)
Fixed Asset Payments	-	(6,970)
Insurance	(5,391)	(39,082)
Inventory Payments	-	-
Leases	(22,334)	(156,338)
Management Fees	-	-
Manufacturing Supplies	-	-
Medical Supplies	-	(10,376)
Office Supplies	(237)	(957)
Payroll - Net	(109,930)	(648,101)
Pharmacy	(4,099)	(14,488)
Professional Fees (Bankruptcy)	(13,000)	(40,323)
Accounting Fees	(2,000)	(21,453)
Raw Food	(13,261)	(86,332)
Rent	-	-
Repairs and Maintenance	-	(1,908)
Secured Creditor Payments	-	-
Taxes Paid - Payroll	(32,408)	(170,037)
Taxes Paid - Sales and Use	-	-
Taxes Paid - Oklahoma Bed Tax	(14,990)	(108,844)
Telephone	(2,431)	(17,901)
Travel and Entertainment	-	-
US Trustee Quarterly Fees	-	(9,750)
Utilities	(7,428)	(41,170)
Vehicle Expenses	-	-
Other Operating Expenses	(24,734)	(136,865)
Total Disbursements	(256,279)	(1,539,672)
Ending Balance	23,714	23,714

Pre	-
Post	90,234
Bank Fees	1,374
payroll	109,930
Payroll taxes	32,408
Lease	22,334

256,279

0

Date: Dec 10, 2018

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Meeker Nursing Center

Balance Sheet

As Of 11/30/2018

Facility #

Page # 1

Assets

100-1001-00 Cash Piedmont Bank Operating
 100-1002-00 Cash Piedmont Bank Payroll
 100-1004-00 Regions PB Operating
 100-1005-00 Cash - PB Operating
 100-1008-00 Post Bankruptcy Payroll
 100-1011-00 Cash - Regions Payroll Taxes
 100-4000-00 Cash - Petty Cash
 100-4500-00 Cash - Petty- Resident T
 120-1100-00 A/R Private
 120-1102-00 A/R - Medicaid Patient Liabil
 120-1200-00 A/R Medicare A
 120-1300-00 A/R Medicaid
 120-1301-00 A/R Medicaid Pending
 120-1600-00 A/R Hospice
 120-1800-00 A/R Medicare B
 120-1850-00 A/R - Managed Care B
 120-1900-00 A/R Coins Medicaid
 120-2100-00 A/R Coins Insurance
 120-9000-00 A/R Allow Doubtful Accounts
 120-9001-00 A/R Allow Doubt Mngd Care
 120-9002-00 A/R Bad Debt Recovery
 120-9030-00 A/R Refund Clearing
 120-9900-00 A/R Other
 121-2017-00 Medcd Bad Debt Rimb by MC 2017
 121-2018-00 Medicare Settlement 2018
 150-0010-00 Prepaid Insurance
 168-1000-00 Building Improvement
 168-2000-00 Accum. Depr. - Building Impro
 170-1000-00 Moveable Equipment
 170-2000-00 Accum. Depr. - Moveable Equip
 171-1000-00 Computer Hardware & Software
 171-2200-00 Accum. Depr. - Cmpter Hardware
 186-1000-00 Leasehold Improvements
 186-2000-00 Accum Depr Leasehold Imprvmnt
 190-1010-00 Utility Deposits
 190-7000-00 Investment in Subsidiary

TOTAL Assets

Liabilities and Equity

Liabilities

200-1000-00 Accounts Payable Trade
 200-1001-00 POST BANKRUPTCY-AP
 200-1100-00 Accounts Payable Trade -Unpost
 200-2040-00 Management Fee Payable
 200-2060-00 Accrued Rent
 200-2090-00 Accrued CMP's
 210-0021-00 IRS Note Current Portion
 220-0010-00 Accrued Salaries
 240-0020-00 Accrued Property Tax
 270-2021-00 IRS Note Long Term
 270-2069-00 Notes Payable Midwest Landscap
 270-2073-00 Notes Payable Stein Ancillary
 270-2079-00 Note Payable - 3MC Consulting
 270-2080-00 Note Payable - Omnicare
 270-2081-00 Not Payable Joerns

CURRENT PERIOD

Actual \$

313
 (1)
 17,557
 (1)
 1,237
 3,108
 1,300
 200
 14,236
 28,244
 16,438
 81,991
 8,309
 825
 3,320
 2,464
 13,667
 2,601
 (6,561)
 (18,540)
 (326)
 15,850
 9,824
 0
 28,958
 (1,464)
 23,850
 (3,164)
 98,943
 (38,624)
 1,120
 (288)
 6,970
 (179)
 4,910
 (199,299)

117,789

270-2082-00 Note Payable Twin Med	10,775
270-2085-00 LT Note Payable - Reliant	18,065
270-2090-00 Note Payable - Adcare	11,665
270-2091-00 Note Payable McKesson	18,750
270-2092-00 Note Payable - AEGIS	80,744
270-2093-00 Note Payable Healthcare Svc	73,523
270-2094-00 Note Payable - Perform Food	53,513
270-2098-00 Note Payable - Novaerus	10,746
TOTAL Liabilities	1,570,238
Retained Earnings	

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Meeker Nursing Center
Balance Sheet
As Of 11/30/2018

Facility #

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	CURRENT PERIOD
	Actual \$
Retained Earnings (con't)	
298-0000-00 Retained Earnings	(1,046,311)
TOTAL Retained Earnings	(1,046,311)
Equity	
TOTAL Equity	0
Inter-Company	
140-0000-00 Due T/F Prior Owner	(67,868)
140-0001-00 Due T/F Marsh Pointe Mgmt	221,783
140-0002-00 Due T/F Betty Ann Nursing Ctr	9,597
140-0003-00 Due T/F Enid Senior Care	(14,646)
140-0004-00 Due T/F Grand Lake Villa	55,684
140-0005-00 Due T/F Kenwood Manor	(6,597)
140-0006-00 Due T/F The Living Center	(4,000)
140-0008-00 Due T/F McCloud Nursing Center	(527,171)
140-0009-00 Due T/F Harrah Nursing Center	417,521
140-0010-00 Due T/F Oklahoma Operating	127,882
140-0014-00 Due T/F Whispering Pines	(18,101)
140-0016-00 Due T/F M. P. Tulsa	(20,318)
140-0020-00 Due T/F Property	(198,026)
140-0025-00 Due T/F Saint Simons Health C	(200,000)
140-0027-00 Due T/F Winterhaven	44,942
TOTAL Inter-Company	(179,319)
Net Income/(Loss)	
Net Income	(226,818)
TOTAL Net Income/(Loss)	(226,818)
TOTAL Liabilities and Equity	117,789

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Meeker Nursing Center

Income Statement
11/1/2018 to 11/30/2018

Facility #

Page # 1

Include Adjustment Periods: NO Include Closing Periods: NO

	CURRENT PERIOD
	Actual \$
Revenue	
300-1100-00 R&B - Private	33,062
300-1200-00 R&B - Medicare A	4,568
300-1300-00 R&B - Medicaid	224,008
300-1400-00 R&B Managed Care RUG	70
300-1480-00 R&B Insurance	6,840
402-1200-00 O/T - Medicare A	3,400
402-1500-00 O/T - Medicare B	1,725
402-1550-00 O/T Managed Care B	1,800
403-1100-00 P/T Private	(150)
403-1200-00 P/T - Medicare A	3,450
403-1300-00 P/T - Medicaid	(150)
403-1500-00 P/T - Medicare B	2,650
403-1550-00 P/T Managed Care B	1,150
404-1200-00 S/T - Medicare A	185
404-1500-00 S/T - Medicare B	1,335
404-1550-00 S/T Managed Care B	550
405-1100-00 Pharm - Private	(1,520)
405-1200-00 Pharm - Medicare A	1,520
480-3000-00 Vending Machine Commissions	40
500-1200-00 C/A R & B - Medicare A	8,228
500-1205-00 2% Sequestration - Medicare A	(304)
500-1300-00 C/A R & B - Medicaid	(10,711)
500-1400-00 C/A R & B Managed Care RUG	(70)
500-1405-00 2% Sequestration - Mngd Care	(258)
500-1480-00 C/A R & B Insurance	2,984
500-1505-00 2% Sequestration - Medicare B	(166)
501-2000-00 C/A Ancillaries Medicaid	(78)
502-1200-00 C/A O/T - Medicare A	(3,400)
502-1500-00 C/A O/T - Medicare B	(746)
502-1550-00 C/A O/T Managed Care B	(1,012)
503-1200-00 C/A P/T - Medicare A	(3,450)
503-1300-00 C/A P/T - Medicaid	150
503-1500-00 C/A P/T - Medicare B	(1,149)
503-1550-00 C/A P/T Managed Care B	(487)
504-1200-00 C/A S/T - Medicare A	(185)
504-1500-00 C/A S/T - Medicare B	(539)
504-1550-00 C/A S/T Managed Care B	0
505-1200-00 C/A Pharm - Medicare A	(1,520)
590-7020-00 Bad Debt Write-Offs	(3,327)
959-1400-00 Other Income (Expense)	600
TOTAL Revenue	269,092
Expenses	
600-0970-00 MDS LPN Reg Time	3,103
600-1000-00 Nursing Admin - Supervisor Reg	10,219
600-1075-00 Nursing Admin Asstnt DON O/T	701
600-5020-00 Nursing Admin Vacation	168
600-5050-00 Nursing Admin - PTO	352
600-6102-00 Nursing Admin FICA	1,104
650-2000-00 RN Non Supervisor Reg Time	5,605
650-2010-00 RN Non Supervisor O/T	551
650-6102-00 RN FICA	471
650-6103-00 RN FUTA	18

12/10/2018

650-6104-00 RN SUTA	62
660-2000-00 LPN Non Supervisor Reg Time	23,865
660-2010-00 LPN Non Supervisor O/T	2,526
660-5050-00 LPN PTO	845
660-6102-00 LPN FICA	2,075
660-6103-00 LPN FUTA	96
660-6104-00 LPN SUTA	160
670-1000-00 CNA Reg Time	34,656
670-1010-00 CNA O/T	3,824
670-5050-00 CNA PTO	1,083

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Meeker Nursing Center
 Income Statement
 11/1/2018 to 11/30/2018

Facility #

Page # 2

	CURRENT PERIOD	
		Actual \$
Expenses (con't)		
670-6102-00 CNA FICA		3,653
670-6103-00 CNA FUTA		153
670-6104-00 CNA SUTA		325
680-1000-00 CMA Reg Time		5,819
680-1010-00 CMA O/T		3,204
680-5050-00 CMA PTO		177
690-7310-00 C/S Nursing - Ambulance/Transp		1,394
690-7320-00 C/S Nursing - Labs		654
690-7330-00 C/S Nursing - X-Rays		2,893
690-8200-00 C/S Nursing - Supplies		652
690-8210-00 Billable Medical Supplies		222
690-8240-00 Nursing - Personal Care Items		134
690-8250-00 C/S Nursing Incontinent Suppl		1,248
702-8400-00 O/T - Contract Srvc		2,200
703-8810-00 Pharm - Floor Stock/OTC		467
703-8820-00 Pharm-Medicare/Mged Care Drugs		4,200
703-8850-00 Pharm Glucose Billing		243
704-8400-00 P/T - Contract Srvc		1,700
705-8400-00 S/T - Contract Srvc		1,000
706-9910-00 R/T Equipment Lease / Rental		423
707-8200-00 R/T Oxygen Supplies		1,383
708-1000-00 Activities- Supervisor Reg Tim		572
708-6102-00 Activities FICA		43
708-8200-00 Activities - Supplies		26
711-1150-00 Admissions Coordinator Reg Ti		4,360
713-8400-00 Medical Director		1,000
810-0990-00 S&W Cooks		3,468
810-0995-00 S&W OT Cooks		1,315
810-1000-00 Dietary - Supervisor Reg Time		1,624
810-1010-00 Dietary - Supervisor O/T		130
810-2000-00 Dietary - Non Super Reg Time		2,834
810-2010-00 Dietary - Non Supervisor O/T		565
810-5020-00 Dietary Vacation		160
810-5050-00 Dietary - PTO		203
810-6102-00 Dietary FICA		820
810-6103-00 Dietary FUTA		36
810-6104-00 Dietary SUTA		107
810-8200-00 Dietary - Supplies		801
810-8400-00 Dietary - Contract Srvc		75
810-8600-00 Dietary - Raw Food		9,093
810-8700-00 Dietary - Supplements		1,144
810-9910-00 Dietary - Lease Exp-Equip		75
820-2000-00 Laundry - Non Super Reg Time		2,796
820-2010-00 Laundry - Non Supervisor O/T		230
820-5050-00 Laundry - PTO		111
820-6102-00 Laundry FICA		240
820-6104-00 Laundry SUTA		31
820-8200-00 Laundry - Supplies		306
820-8550-00 Laundry - Linen Replacement		234
830-1000-00 Hsekeep - Supervisor Reg Time		1,577
830-2000-00 Hsekeep - Non Super Reg Time		4,206
830-2010-00 Hsekeep - Non Supervisor O/T		1
830-5020-00 Hsekeep Vacation		534
830-5050-00 Hsekeep - PTO		311

830-6102-00 Hsekeep FICA	508
830-6103-00 Hsekeep FUTA	14
830-6104-00 Hsekeep SUTA	44
830-8200-00 Hsekeep - Supplies	461
850-1000-00 Plant Ops - Supervisor Reg Ti	3,987
850-6102-00 Plant Ops FICA	305
850-8200-00 Plant Ops - Supplies	108
850-8300-00 Plant Ops - Repairs & Maint	874
850-8400-00 Plant Ops - Contract Srvcs	459
850-8500-00 Plant Ops - Utilities Electric	1,467

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Meeker Nursing Center
 Income Statement
 11/1/2018 to 11/30/2018

Facility #

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	CURRENT PERIOD	
	Actual \$	
Expenses (con't)		
850-8510-00 Plant Ops - Utilities Gas		759
850-8520-00 Plant Ops - Utilities Water		286
850-8530-00 Plant Ops - Utilities Waste R		230
850-8535-00 Plant Ops - Utilities - Hazar		40
850-9860-00 Plant Ops Vehicle Fuel		70
905-2000-00 Admin - Non Supervisor Reg Ti		1,333
905-5020-00 Admin Vacation		109
905-6102-00 Admin FICA		646
905-6110-00 Admin - Health Ins		5,128
905-6115-00 Admin Workers Compen Insurnce		3,584
905-6123-00 Admin - Workers Comp TTD		1,023
905-6125-00 Admin Life Insurance		581
905-8140-00 Admin - Emp Relations		204
905-8200-00 Admin - Supplies		221
905-8400-00 Admin - Contract Srvcs		2,662
905-9410-00 Admin - Legal		5,571
905-9411-00 Bankruptcy Trustee Fees		3,000
905-9420-00 Admin Auditing & Accounting		7,732
905-9450-00 Admin - Bank Fees		1,374
905-9700-00 Admin - Management Fees		8,073
905-9750-00 Admin Payroll Processing Fees		616
905-9840-00 Admin - Communication		2,042
905-9865-00 Admin - Bed Taxes		14,990
905-9894-00 Admin Penalties		83
905-9910-00 Admin - Lease Exp-Equip		240
905-9970-00 Admin - PL/GL Insurance		655
905-9971-00 Admin - Property Insurance		1,464
905-9980-00 Admin Consulting Fees		634
915-2000-00 Med Rec Non Super Reg Time		1,851
915-5050-00 Med Rec PTO		112
940-0000-00 Bad Debt Expense		822
950-9621-00 Depreciation Bldg Improvements		142
950-9623-00 Depreciation Moveable Equip		959
950-9625-00 Depreciation Compnr Hrdw & Sf		20
950-9629-00 Depreciation Leasehold Imprvm		60
950-9900-00 Lease Exp-Building		21,500
950-9960-00 Property Taxes		1,590
950-9965-00 Personal Property Taxes		60
950-9980-00 Interest Expense		247
TOTAL Expenses		261,593
Net Income		7,499

**MEEKER NORTH DAWSON NURSING, LLC
STATEMENT OF CASH FLOWS
FOR THE MONTH ENDED November 30, 2018**

Cash Flows from Operating Activities	
Net Income/(Loss)	7,499
Adjustments to Reconcile Net Loss to Net Cash Used by Operating Activities	
Depreciation and Amortization	1,181
Prior Period Adjustment	-
Change In	
Patient Accounts Receivable	2,988
Prepaid Expenses	1,464
Due T/F Affiliates	(378)
Other Assets	-
Accounts Payable	13,357
Accrued Payroll, Benefits and Taxes	8,186
	34,297
Cash Flows from Investing Activities	
Capital Expenditures	(3,831)
Cash Flows from Financing Activities	
Change in Notes Payable	(6,180)
Net Increase in Cash	24,286
Cash, Beginning	(573)
Cash, Ending	23,713
 <u>Cash Accounts per Trial Balance:</u>	
Piedmont Operating	313
Piedmont Payroll	(1)
Regions Operating	17,557
	(1)
Regions Payroll	1,237
Regions Payroll Taxes	3,108
Petty Cash	1,300
Petty Cash - RT	200
	23,713

1: Date: Dec 10, 2018
 Time: 11:06:29 CT
 User: Tim Mathews

Mecker Nursing Center
 DURHAM, NC 27604
 ARR Aging by Service Date
 November 2018

Payer		Total + 11/18	Future Cash	Current 11/18	30 10/18	60 09/18	90 08/18	120 07/18	150 06/18	180 05/18	210 + 04/18
Hospice Respite	HR	\$825.00	\$0.00	\$0.00	\$0.00	\$495.00	\$330.00	\$0.00	\$0.00	\$0.00	\$0.00
Long Term Care	LTC	\$9,823.95	\$0.00	\$6,549.30	\$3,274.65	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Medicare A coins from Insurance	MAI	\$502.50	\$0.00	\$0.00	\$0.00	\$502.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Medicare A Coins from Medicaid	MAM	\$9,867.97	\$0.00	\$4,355.00	\$1,005.00	\$0.00	\$0.00	\$234.77	\$0.00	\$0.00	\$4,273.20
Medicare B Coins from Insurance	MBI	\$2,098.80	\$0.00	\$193.13	\$534.89	\$0.00	\$100.33	\$0.00	\$0.00	\$0.00	\$1,270.45
Medicare B Coins from Medicaid	MBM	\$1,301.33	\$0.00	\$299.72	\$165.06	\$97.77	\$0.00	(\$73.57)	\$0.00	\$0.00	\$812.35
Man Care B Coin from Medicaid Pending	MC-BMP	\$433.15	\$0.00	\$400.15	\$33.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Medicare A	MCA	\$16,437.61	\$0.00	\$7,728.94	\$0.00	\$6,193.96	\$422.78	\$0.00	\$0.00	\$2,091.93	\$0.00
Medicare B	MCB	\$3,319.70	\$0.00	\$2,328.42	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$991.28
Medicaid OK	MCD-OK	\$81,990.74	(\$234.50)	\$76,167.80	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$141.68)	\$6,199.12
Managed Care Coinsurance from Medicaid	MCM	\$2,048.06	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,309.66	\$738.40
Man Care B Coin from Medicaid	MCM-B	\$449.60	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$449.60
Managed Care Part B	MCT	\$2,463.78	\$0.00	\$1,600.48	\$131.99	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$731.31
Medicaid Pending	MP	\$7,953.10	\$0.00	\$4,936.76	\$2,303.54	\$0.00	\$0.00	\$0.00	\$425.04	\$0.00	\$287.76
Medicare B Coins from Medicaid Pending	MP-CB	(\$76.76)	\$0.00	\$0.00	(\$34.53)	\$0.00	(\$42.23)	\$0.00	\$0.00	\$0.00	\$0.00
Patient Liability	PL	\$28,243.75	(\$1,476.70)	\$4,706.00	\$3,222.00	\$385.00	\$350.00	\$1,094.00	\$3,143.52	\$2,702.00	\$14,117.93
Private Pay	PP	\$14,235.97	(\$285.00)	(\$1,215.40)	\$217.00	\$2,454.00	\$4,434.00	\$4,712.00	\$2,280.00	\$0.00	\$1,639.37
TOTAL		\$181,918.25	(\$1,996.20)	\$108,050.30	\$10,852.60	\$10,128.23	\$5,594.88	\$5,967.20	\$5,848.56	\$5,961.91	\$31,510.77

Summary

GL Account #	GL Account Description	Debit	Credit
100-1000-00	Cash - Regions Operating	\$12,069.38	
100-1001-00	Cash-Piedmont Bank Account	\$14,133.17	
100-1004-00	Regions PB Operating	\$254,363.06	
140-0010-00	Due T/F Oklahoma Operating	\$660.84	
590-7020-00	Bad Debt	\$1,858.93	
959-1400-00	Other Income and Expense		\$599.99
480-3000-00	Vending Income		\$40.00
120-1400-00	A/R - Managed Care - RUG		\$1,858.93
120-1300-00	A/R - Medicaid		\$154,367.74
120-1301-00	A/R - Medicaid Pending	\$39.03	
120-1200-00	A/R - Medicare A		\$10,400.06
120-1100-00	A/R - Private Pay		\$61,541.00
120-1600-00	A/R Hospice Medicaid		\$627.84
120-1800-00	A/R Medicare B		\$3,392.81
120-2100-00	A/R-Coinsurance Insurance		\$691.79
120-1900-00	A/R-Coinsurance Medicaid		\$29.87
120-1102-00	A/R-Medicaid Patient Liability		\$49,574.38
Grand Totals:		\$283,124.41	\$283,124.41

Date: Dec 10, 2018
 Time: 11:16:49 CT
 User: Tim Mathews

Report Criteria: Accounts: 200-1001-00, Report Type: Detail, Source: AP-PY, Sort by: Dept

GL Account #	GL Account Description	Effective Date	Batch- Source Ent.	Description	Ref #	Debits Description
200-1001-00	POST BANKRUPTCY-AP	11/02/18	4500-1 AP-PY	METLIFE - GROUP BENEFITS	1314	1,151.08 Employee Benefits
200-1001-00	POST BANKRUPTCY-AP	11/02/18	4500-2 AP-PY	PREMIUM ASSIGNMENT CORPORATION	1315	1,463.59 Insurance
200-1001-00	POST BANKRUPTCY-AP	11/02/18	4507-1 AP-PY	US FOODS, INC.	1317	60.44 Raw Food
200-1001-00	POST BANKRUPTCY-AP	11/05/18	4508-1 AP-PY	US FOODS, INC.	1318	2,582.18 Raw Food
200-1001-00	POST BANKRUPTCY-AP	11/06/18	4510-1 AP-PY	SYNERGY HEALTHCARE RESOURCES	1319	2,000.00 Accounting Fees
200-1001-00	POST BANKRUPTCY-AP	11/06/18	4513-1 AP-PY	ATOMIC SERVICES, INC.	1320	893.57 Contract Service
200-1001-00	POST BANKRUPTCY-AP	11/07/18	4519-1 AP-PY	US FOODS, INC.	1321	1,035.91 Raw Food
200-1001-00	POST BANKRUPTCY-AP	11/07/18	4521-1 AP-PY	AT&T	1322	805.52 Telephone
200-1001-00	POST BANKRUPTCY-AP	11/07/18	4521-2 AP-PY	BRUMMIT & ASSOCIATES, INC.	1323	500.00 Contract Service
200-1001-00	POST BANKRUPTCY-AP	11/07/18	4521-3 AP-PY	FLEXPLAN	1324	105.00 Employee Benefits
200-1001-00	POST BANKRUPTCY-AP	11/07/18	4521-4 AP-PY	MEEKER PWA	1325	4,267.90 Utilities
200-1001-00	POST BANKRUPTCY-AP	11/07/18	4521-5 AP-PY	OKLAHOMA NATURAL GAS COMPANY	1326	322.03 Utilities
200-1001-00	POST BANKRUPTCY-AP	11/07/18	4521-6 AP-PY	OMNICARE, INC.	1327	1,827.23 Pharmacy
200-1001-00	POST BANKRUPTCY-AP	11/07/18	4521-7 AP-PY	REACT EMS	1328	1,063.00 Medical Services
200-1001-00	POST BANKRUPTCY-AP	11/07/18	4521-8 AP-PY	RESPIRATORY SOLUTIONS	1329	399.57 Medical Services
200-1001-00	POST BANKRUPTCY-AP	11/07/18	4521-9 AP-PY	SHRED-IT	1330	38.19 Contract Service
200-1001-00	POST BANKRUPTCY-AP	11/07/18	4521-10 AP-PY	WINDSTREAM	1331	1,104.04 Telephone
200-1001-00	POST BANKRUPTCY-AP	11/07/18	4522-1 AP-PY	SHAWNEE OFFICE SYSTEMS	1332	237.00 Office Supplies
200-1001-00	POST BANKRUPTCY-AP	11/08/18	4526-1 AP-PY	TIMOTHY J. MCGAUGHEY, P.C.	1333	0.00
200-1001-00	POST BANKRUPTCY-AP	11/09/18	4529-1 AP-PY	ALLSTATE BENEFITS	1335	777.03 Employee Benefits
200-1001-00	POST BANKRUPTCY-AP	11/09/18	4531-1 AP-PY	THEODORE N. STAPLETON, ESC	1336	6,500.00 Bankruptcy Fees
200-1001-00	POST BANKRUPTCY-AP	11/09/18	4533-1 AP-PY	OG&E	1337	2,616.05 Utilities
200-1001-00	POST BANKRUPTCY-AP	11/12/18	4536-1 AP-PY	US FOODS, INC.	1338	1,309.04 Raw Food
200-1001-00	POST BANKRUPTCY-AP	11/13/18	4537-1 AP-PY	BERKSHIRE HATHAWAY HOMESTATE	1339	3,189.26 Insurance
200-1001-00	POST BANKRUPTCY-AP	11/13/18	4537-2 AP-PY	OKLAHOMA HEALTH CARE AUTHORITY	1340	14,989.80 Bed Taxes
200-1001-00	POST BANKRUPTCY-AP	11/14/18	4540-1 AP-PY	US FOODS, INC.	1341	1,310.20 Raw Food
200-1001-00	POST BANKRUPTCY-AP	11/14/18	4542-1 AP-PY	BRUMMIT & ASSOCIATES, INC.	1342	200.00 Contract Service
200-1001-00	POST BANKRUPTCY-AP	11/14/18	4542-2 AP-PY	E SOLUTIONS	1343	243.22 Data Processing
200-1001-00	POST BANKRUPTCY-AP	11/14/18	4542-3 AP-PY	NATIONAL DATACARE	1344	94.45 Data Processing
200-1001-00	POST BANKRUPTCY-AP	11/14/18	4542-4 AP-PY	PETTY CASH/MEEKER C/O C. Edmonds	1345	1,123.79 Petty Cash
200-1001-00	POST BANKRUPTCY-AP	11/19/18	4549-1 AP-PY	US FOODS, INC.	1346	1,311.28 Raw Food
200-1001-00	POST BANKRUPTCY-AP	11/21/18	4564-1 AP-PY	US FOODS, INC.	1347	1,734.93 Raw Food
200-1001-00	POST BANKRUPTCY-AP	11/21/18	4568-1 AP-PY	PREMIUM ASSIGNMENT CORPORATION	1348	655.45 Insurance
200-1001-00	POST BANKRUPTCY-AP	11/21/18	4569-1 AP-PY	ADEL R. MALATI, M.D.	1349	1,000.00 Medical Director
200-1001-00	POST BANKRUPTCY-AP	11/21/18	4569-2 AP-PY	BLUECROSS BLUESHIELD	1350	4,596.79 Employee Benefits
200-1001-00	POST BANKRUPTCY-AP	11/21/18	4569-3 AP-PY	CLEARWATER ENTERPRISES, LLC	1351	389.84 Telephone
200-1001-00	POST BANKRUPTCY-AP	11/21/18	4569-4 AP-PY	ECOLAB	1352	75.20 Contract Service
				Ecolab Pest Elirr	1353	259.49 Contract Service
200-1001-00	POST BANKRUPTCY-AP	11/21/18	4569-6 AP-PY	MEDICAL WASTE SERVICES	1354	40.00 Waste Removal
200-1001-00	POST BANKRUPTCY-AP	11/21/18	4569-7 AP-PY	MOBILEX USA	1355	293.42 Medical Services
200-1001-00	POST BANKRUPTCY-AP	11/21/18	4569-8 AP-PY	OKLAHOMA NATURAL GAS COMPANY	1356	221.98 Utilities
200-1001-00	POST BANKRUPTCY-AP	11/21/18	4569-9 AP-PY	OMNICARE, INC.	1357	2,271.55 Pharmacy
200-1001-00	POST BANKRUPTCY-AP	11/21/18	4569-10 AP-PY	OPTIMA SOLUTIONS	1358	75.00 Data Processing
200-1001-00	POST BANKRUPTCY-AP	11/21/18	4569-11 AP-PY	POINT CLICK CARE TECHNOLOGIES	1359	1,302.51 Data Processing
200-1001-00	POST BANKRUPTCY-AP	11/21/18	4569-12 AP-PY	PRIME CARE TECHNOLOGIES	1360	947.00 Data Processing
200-1001-00	POST BANKRUPTCY-AP	11/21/18	4569-13 AP-PY	REACT EMS	1361	98.30 Medical Services
200-1001-00	POST BANKRUPTCY-AP	11/21/18	4569-14 AP-PY	SCHRYVER MEDICAL SALES & MARKETINC	1362	418.54 Medical Services
200-1001-00	POST BANKRUPTCY-AP	11/21/18	4569-15 AP-PY	WINDSTREAM	1363	131.97 Telephone
200-1001-00	POST BANKRUPTCY-AP	11/26/18	4571-1 AP-PY	US FOODS, INC.	1364	1,930.10 Raw Food
200-1001-00	POST BANKRUPTCY-AP	11/28/18	4576-1 AP-PY	ATOMIC SERVICES, INC.	1365	132.69 Contract Service

200-1001-00	POST BANKRUPTCY-AP	11/28/18	4576-2 AP-PY	MOBILEX USA	1366	1,601.48	Medical Services
200-1001-00	POST BANKRUPTCY-AP	11/28/18	4576-3 AP-PY	REACT EMS	1367	1,293.72	Medical Services
200-1001-00	POST BANKRUPTCY-AP	11/28/18	4576-4 AP-PY	RESPIRATORY SOLUTIONS	1368	863.38	Medical Services
200-1001-00	POST BANKRUPTCY-AP	11/28/18	4576-5 AP-PY	STENO CARE, INC.	1369	7,810.28	Medical Services
200-1001-00	POST BANKRUPTCY-AP	11/28/18	4577-1 AP-PY	US FOODS, INC.	1370	1,986.55	Raw Food
200-1001-00	POST BANKRUPTCY-AP	11/30/18	4581-1 AP-PY	PREMIUM ASSIGNMENT CORPORATION	1371	83.18	Insurance
200-1001-00	POST BANKRUPTCY-AP	11/30/18	4581-2 AP-PY	THEODORE N. STAPLETON, ESC	1372	6,500.00	Bankruptcy Fees

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90,233.72

Date: Dec 10, 2018
Time: 11:16:19 CT
User: Tim Mathews
Report Criteria: Accounts: 200-1000-00, Report Type: Detail, Source: AP-PY, Sort by: Dept

Meeker Nursing Center
G/L Transactions

Case 18-56883-bem Doc 102 Filed 12/19/18 Entered 12/19/18 13:08:22 Desc Main Document Page 50 of 167

GL Account #	GL Account Description	Period- Year Month	Effective Date	Batch- Source Ent.	Description	Ref #	Previous Balance	Debits	Credits	Subtotals	Net Change	Balance
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Date: Dec 10, 2018
Time: 11:36:30 CT
User: Tim Mathews

Fiscal Period: 12-Dec 2018 to 12-Dec 2018

Report Criteria: Accounts: 140-0009-00, Report Type: Detail, Sort by: Dept

FP/FY	Eff. Date	Batch-Ent.	Source	Description	Ref #	Prev. Balance	Debits	Credits	Net Chg/Subtotal	Balance	
140-0009-00 - Due T/F Harrah Nursing Center						(417,521.12)					
12-Dec/18	03/15/18	4622-1	AP-IN	METLIFE -GROUP BENEFITS	APR18.ME.CM		0.00	790.04			
Net Change and Ending Balance for Year 2018 and Period 12-Dec									(790.04)	(418,311.16)	
TOTALS						(417,521.12)	0.00	790.04	(790.04)	(418,311.16)	
Grand Totals								0.00	790.04		

Date: Dec 10, 2018
Time: 11:08:51 CT
User: Tim Mathews

Meeker Nursing Center
Check Register
11/1/2018 - 11/30/2018

Check Numbers: 1 - 999999999 Bank: Piedmont Operating Account

Check Number	Vendor Name	Remit to	Reference	Check/Reversal Date	Amount	Type	Status
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No checks found.

Date: Dec 10, 2018
 Time: 11:09:18 CT
 User: Tim Mathews

Meeker Nursing Center
 Check Register
 11/1/2018 - 11/30/2018

Check Numbers: 1 - 999999999 Bank: Post Bankruptcy Operating

Check Number	Vendor Name	Remit to	Reference	Check/Reversal Date	Amount	Type	Status
1314	METLIFE - GROUP BENEFITS	METLIFE - GROUP BENEFITS	1363-1	11/2/2018	\$1,151.08	Payment	
1315	PREMIUM ASSIGNMENT CORPORATION	PREMIUM ASSIGNMENT CORPORATION	1363-2	11/2/2018	\$1,463.59	Payment	
1317	US FOODS, INC.	US FOODS, INC.	1365-1	11/2/2018	\$60.44	Payment	
1318	US FOODS, INC.	US FOODS, INC.	1366-1	11/5/2018	\$2,582.18	Payment	
1319	SYNERGY HEALTHCARE RESOURCES	SYNERGY HEALTHCARE RESOURCES	1367-1	11/6/2018	\$2,000.00	Payment	
1320	ATOMIC SERVICES, INC.	ATOMIC SERVICES, INC.	1368-1	11/6/2018	\$893.57	Payment	
1321	US FOODS, INC.	US FOODS, INC.	1369-1	11/7/2018	\$1,035.91	Payment	
1322	AT&T	AT&T	1370-1	11/7/2018	\$805.52	Payment	
1323	BRUMMIT & ASSOCIATES, INC.	BRUMMIT & ASSOCIATES, INC.	1370-2	11/7/2018	\$500.00	Payment	
1324	FLEXPLAN	FLEXPLAN	1370-3	11/7/2018	\$105.00	Payment	
1325	MEEKER PWA	MEEKER PWA	1370-4	11/7/2018	\$4,267.90	Payment	
1326	OKLAHOMA NATURAL GAS COMPANY	OKLAHOMA NATURAL GAS COMPANY	1370-5	11/7/2018	\$322.03	Payment	
1327	OMNICARE, INC.	OMNICARE, INC.	1370-6	11/7/2018	\$1,827.23	Payment	
1328	REACT EMS	REACT EMS	1370-7	11/7/2018	\$1,063.00	Payment	
1329	RESPIRATORY SOLUTIONS	RESPIRATORY SOLUTIONS	1370-8	11/7/2018	\$399.57	Payment	
1330	SHRED-IT	SHRED-IT	1370-9	11/7/2018	\$38.19	Payment	
1331	WINDSTREAM	WINDSTREAM	1370-10	11/7/2018	\$1,104.04	Payment	
1332	SHAWNEE OFFICE SYSTEMS	SHAWNEE OFFICE SYSTEMS	1371-1	11/7/2018	\$237.00	Payment	
1333	TIMOTHY J. MCGAUGHEY, P.C.	TIMOTHY J. MCGAUGHEY, P.C.	1372-1	11/8/2018	\$0.00	Payment	
1334	APN HEALTHCARE, INC.	APN HEALTHCARE, INC.	1373-1	11/6/2018	\$1,002.98	Payment	
1335	ALLSTATE BENEFITS	ALLSTATE BENEFITS	1374-1	11/9/2018	\$777.03	Payment	
1336	THEODORE N. STAPLETON, ESQ	THEODORE N. STAPLETON, ESQ	1375-1	11/9/2018	\$6,500.00	Payment	
1337	OG&E	OG&E	1376-1	11/9/2018	\$2,616.05	Payment	
1338	US FOODS, INC.	US FOODS, INC.	1377-1	11/12/2018	\$1,309.04	Payment	
1339	BERKSHIRE HATHAWAY HOMESTATE	BERKSHIRE HATHAWAY HOMESTATE	1378-1	11/13/2018	\$3,189.26	Payment	
1340	OKLAHOMA HEALTH CARE AUTHORITY	OKLAHOMA HEALTH CARE AUTHORITY	1378-2	11/13/2018	\$14,989.80	Payment	
1341	US FOODS, INC.	US FOODS, INC.	1379-1	11/14/2018	\$1,310.20	Payment	

Date: Dec 10, 2018
 Time: 11:09:18 CT
 User: Tim Mathews

Meeker Nursing Center
Check Register
 11/1/2018 - 11/30/2018

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Check Number	Vendor Name	Remit to	Reference	Check/Reversal Date	Amount	Type	Status
1342	BRUMMIT & ASSOCIATES, INC.	BRUMMIT & ASSOCIATES, INC.	1380-1	11/14/2018	\$200.00	Payment	
1343	E SOLUTIONS	E SOLUTIONS	1380-2	11/14/2018	\$243.22	Payment	
1344	NATIONAL DATACARE	NATIONAL DATACARE	1380-3	11/14/2018	\$94.45	Payment	
1345	PETTY CASH/MEEKER C/O C. Edmonds	PETTY CASH/MEEKER C/O C. Edmonds	1380-4	11/14/2018	\$1,123.79	Payment	
1346	US FOODS, INC.	US FOODS, INC.	1381-1	11/19/2018	\$1,311.28	Payment	
1347	US FOODS, INC.	US FOODS, INC.	1382-1	11/21/2018	\$1,734.93	Payment	
1348	PREMIUM ASSIGNMENT CORPORATION	PREMIUM ASSIGNMENT CORPORATION	1383-1	11/21/2018	\$655.45	Payment	
1349	ADEL R. MALATI, M.D.	ADEL R. MALATI, M.D.	1384-1	11/21/2018	\$1,000.00	Payment	
1350	BLUECROSS BLUESHIELD	BLUECROSS BLUESHIELD	1384-2	11/21/2018	\$4,596.79	Payment	
1351	CLEARWATER ENTERPRISES, LLC	CLEARWATER ENTERPRISES, LLC	1384-3	11/21/2018	\$389.84	Payment	
1352	ECOLAB	ECOLAB	1384-4	11/21/2018	\$75.20	Payment	
1353	ECOLAB PEST ELIM. DIV.	ECOLAB PEST ELIM. DIV.	1384-5	11/21/2018	\$259.49	Payment	
1354	MEDICAL WASTE SERVICES	MEDICAL WASTE SERVICES	1384-6	11/21/2018	\$40.00	Payment	
1355	MOBILEX USA	MOBILEX USA	1384-7	11/21/2018	\$293.42	Payment	
1356	OKLAHOMA NATURAL GAS COMPANY	OKLAHOMA NATURAL GAS COMPANY	1384-8	11/21/2018	\$221.98	Payment	
1357	OMNICARE, INC.	OMNICARE, INC.	1384-9	11/21/2018	\$2,271.55	Payment	
1358	OPTIMA SOLUTIONS	OPTIMA SOLUTIONS	1384-10	11/21/2018	\$75.00	Payment	
1359	POINT CLICK CARE TECHNOLOGIES	POINT CLICK CARE TECHNOLOGIES	1384-11	11/21/2018	\$1,302.51	Payment	
1360	PRIME CARE TECHNOLOGIES	PRIME CARE TECHNOLOGIES	1384-12	11/21/2018	\$947.00	Payment	
1361	REACT EMS	REACT EMS	1384-13	11/21/2018	\$98.30	Payment	
1362	SCHRYVER MEDICAL SALES & MARKETING	SCHRYVER MEDICAL SALES & MARKETING	1384-14	11/21/2018	\$418.54	Payment	
1363	WINDSTREAM	WINDSTREAM	1384-15	11/21/2018	\$131.97	Payment	
1364	US FOODS, INC.	US FOODS, INC.	1385-1	11/26/2018	\$1,930.10	Payment	
1365	ATOMIC SERVICES, INC.	ATOMIC SERVICES, INC.	1386-1	11/28/2018	\$132.69	Payment	
1366	MOBILEX USA	MOBILEX USA	1386-2	11/28/2018	\$1,601.48	Payment	
1367	REACT EMS	REACT EMS	1386-3	11/28/2018	\$1,293.72	Payment	
1368	RESPIRATORY SOLUTIONS	RESPIRATORY SOLUTIONS	1386-4	11/28/2018	\$863.38	Payment	
1369	SYNERGY CARE, INC.	SYNERGY CARE, INC.	1386-5	11/28/2018	\$7,810.28	Payment	
1370	US FOODS, INC.	US FOODS, INC.	1387-1	11/28/2018	\$1,986.55	Payment	

Date: Dec 10, 2018
 Time: 11:09:18 CT
 User: Tim Mathews

Meeker Nursing Center
Check Register
 11/1/2018 - 11/30/2018

Check Number	Vendor Name	Remit to	Reference	Check/Reversal Date	Amount	Type	Status
1371	PREMIUM ASSIGNMENT CORPORATION	PREMIUM ASSIGNMENT CORPORATION	1388-1	11/30/2018	\$83.18	Payment	
1372	THEODORE N. STAPLETON, ESQ	THEODORE N. STAPLETON, ESQ	1388-2	11/30/2018	\$6,500.00	Payment	

Summary

58 check(s) issued	\$91,236.70
0 check(s) voided	\$0.00
0 check(s) reversed	\$0.00
0 direct payment(s) issued	\$0.00



MEEKER NORTH DAWSON NURSING LLC
 DEBTOR IN POSSESSION
 PAYROLL ACCOUNT
 3050 PEACHTREE RD NW STE 355
 ATLANTA GA 30305-2400

ACCOUNT # 0054206480

Cycle 060
 Enclosures 26
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COMMERCIAL ANALYZED CHECKING

November 1, 2018 through November 30, 2018

SUMMARY

Beginning Balance	\$1,144.38	Minimum Balance	\$5,587 -
Deposits & Credits	\$107,000.00 +		
Withdrawals	\$624.95 -		
Fees	\$0.00 -		
Automatic Transfers	\$0.00 +		
Checks	\$103,541.58 -		
Ending Balance	\$3,977.85		

DEPOSITS & CREDITS

11/06	Regions Bank	Acct Trans 452843679	Mbrew	2,500.00
11/08	Regions Bank	Acct Trans 452843679	Mbrew	40,000.00
11/13	Regions Bank	Acct Trans 452843679	Mbrew	12,000.00
11/26	Regions Bank	Acct Trans 452843679	Mbrew	12,000.00
11/26	Regions Bank	Acct Trans 452843679	Mbrew	27,000.00
11/27	Regions Bank	Acct Trans 452843679	Mbrew	3,500.00
11/28	Regions Bank	Acct Trans 452843679	Mbrew	10,000.00
Total Deposits & Credits				\$107,000.00

WITHDRAWALS

11/01	Meeker North Daw Payroll	Meeker North D	25.85
11/08	Meeker North Daw Payroll	Meeker North D	25.85
11/09	Meeker North Daw Payroll	Meeker North D	287.15
11/23	Meeker North Daw Payroll	Meeker North D	286.10
Total Withdrawals			\$624.95

CHECKS

Date	Check No.	Amount	Date	Check No.	Amount
11/01	101555	176.24	11/01	101603 *	164.92
11/02	101573 *	141.44	11/02	101605 *	100.00
11/05	101598 *	180.68	11/01	101606	511.60

For all your banking needs, please call 1-800-REGIONS (734-4667)
 or visit us on the Internet at www.regions.com. (TTY/TDD 1-800-374-5791)



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MEEKER NORTH DAWSON NURSING LLC
DEBTOR IN POSSESSION
PAYROLL ACCOUNT
3050 PEACHTREE RD NW STE 355
ATLANTA GA 30305-2400

ACCOUNT #

0054206480

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CHECKS (CONTINUED)

Date	Check No.	Amount	Date	Check No.	Amount
11/08	101607	511.60	11/13	101662	2,808.83
11/13	101608	359.57	11/13	101663	241.94
11/13	101609	851.30	11/16	101664	164.92
11/13	101610	431.83	11/16	101665	93.60
11/13	101612 *	521.11	11/21	101666	100.00
11/13	101613	255.84	11/15	101667	511.60
11/13	101614	783.74	11/26	101668	533.51
11/13	101615	1,048.26	11/27	101669	449.80
11/13	101616	783.39	11/26	101671 *	421.71
11/13	101617	2,181.27	11/26	101672	629.37
11/13	101618	1,728.77	11/26	101673	628.30
11/13	101619	1,125.00	11/26	101674	807.26
11/13	101620	187.41	11/26	101675	653.63
11/13	101621	1,184.93	11/26	101676	1,899.90
11/13	101622	291.37	11/26	101677	1,728.79
11/13	101623	178.51	11/26	101678	880.64
11/14	101624	39.73	11/26	101679	749.55
11/13	101625	615.76	11/26	101680	511.08
11/13	101626	791.57	11/27	101681	272.79
11/13	101627	2,048.94	11/26	101682	332.74
11/13	101628	814.21	11/26	101683	635.86
11/13	101629	1,020.19	11/26	101684	731.50
11/13	101630	1,359.87	11/26	101685	1,416.32
11/13	101631	1,080.95	11/27	101686	788.09
11/13	101632	392.40	11/26	101687	817.04
11/14	101633	1,197.50	11/26	101688	767.42
11/13	101634	2,224.13	11/26	101689	1,359.88
11/14	101635	1,354.90	11/26	101690	993.83
11/13	101636	718.27	11/26	101691	543.75
11/13	101637	742.40	11/27	101692	1,117.02
11/13	101638	512.06	11/26	101693	2,224.11
11/13	101639	1,010.63	11/27	101694	1,007.57
11/14	101640	243.63	11/26	101695	1,745.92
11/27	101641	250.95	11/26	101696	612.17
11/13	101642	1,544.72	11/26	101697	1,069.30
11/15	101643	387.05	11/26	101698	961.82
11/13	101644	839.59	11/26	101700 *	481.43
11/13	101645	347.93	11/27	101701	970.03
11/13	101646	240.46	11/27	101702	194.67
11/13	101647	733.52	11/26	101703	2,060.75
11/13	101648	1,926.64	11/29	101704	111.32
11/13	101649	1,250.01	11/26	101705	496.61
11/13	101650	1,031.80	11/26	101706	903.10
11/13	101651	908.62	11/26	101707	508.72
11/13	101652	951.97	11/27	101708	252.13
11/20	101653	551.34	11/26	101709	309.36
11/13	101655 *	642.90	11/26	101710	1,430.36
11/13	101656	1,076.59	11/26	101711	1,979.90
11/13	101657	2,418.98	11/26	101712	474.38
11/13	101658	367.88	11/26	101713	900.41
11/14	101659	514.22	11/26	101714	997.63
11/13	101660	2,155.70	11/26	101715	454.79
11/13	101661	750.32	11/26	101716	1,062.20



MEEKER NORTH DAWSON NURSING LLC
 DEBTOR IN POSSESSION
 PAYROLL ACCOUNT
 3050 PEACHTREE RD NW STE 355
 ATLANTA GA 30305-2400

ACCOUNT # 0054206480

Cycle 060
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CHECKS (CONTINUED)

Date	Check No.	Amount	Date	Check No.	Amount
11/26	101717	1,153.90	11/26	101723	402.10
11/26	101718	516.83	11/26	101724	818.64
11/26	101719	624.76	11/26	101725	1,021.24
11/26	101720	281.74	11/26	101726	821.33
11/26	101721	1,541.87	11/26	101727	2,068.13
11/27	101722	410.85	11/29	101728	323.73
				Total Checks	\$103,541.58

* Break In Check Number Sequence.

DAILY BALANCE SUMMARY

Date	Balance	Date	Balance	Date	Balance
11/01	265.77	11/13	8,036.97	11/23	2,592.38
11/02	24.33	11/14	4,686.99	11/26	3,373.20-
11/05	156.35-	11/15	3,788.34	11/27	5,587.10-
11/06	2,343.65	11/16	3,529.82	11/28	4,412.90
11/08	41,806.20	11/20	2,978.48	11/29	3,977.85
11/09	41,519.05	11/21	2,878.48		

PRICING FOR CERTAIN TREASURY MANAGEMENT SERVICES AND ANALYZED DEPOSITORY PRODUCTS IS CHANGING EFFECTIVE JANUARY 1, 2019. CHANGES WILL BE REFLECTED BEGINNING WITH THE JANUARY ANALYSIS STATEMENT YOU WILL RECEIVE IN FEBRUARY. TO VIEW ALL CHANGES VISIT REGIONS.COM/SPECIALMESSAGE. PLEASE CONTACT YOUR TREASURY MANAGEMENT OFFICER WITH QUESTIONS SPECIFIC TO YOUR ACCOUNT.

Easy Steps to Balance Your Account

Checking Account

Table with 3 columns: Line Number, Description, and Amount/Sign. Lines 1-5 describe steps for balancing the account, including ending balance, deposits, and subtraction of checks.

4a List any checks, payments, transfers or other withdrawals from your account that are not on this statement.

Table for recording checks with columns for Check No. and Amount. Includes a 'Total Enter in Line 4 at Left' row at the bottom.

The law requires you to use "reasonable care and promptness" in examining your bank statement and any checks sent with it and to report to the Bank an unauthorized signature (i.e., a forgery), any alteration of a check, or any unauthorized endorsement.

Summary of Our Error Resolution Procedures
In Case of Errors or Questions About Your Electronic Transfers
Telephone us toll-free at 1-800-734-4667 or write us at
Regions Electronic Funds Transfer Services
Post Office Box 413
Birmingham, Alabama 35201

Please contact Regions as soon as you can, if you think your statement is wrong or if you need more information about a transfer listed on your statement. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

- (1) Tell us your name and account number.
(2) Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.
(3) Tell us the dollar amount of the suspected error.

If you tell us verbally, we may require that you send us your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question (ninety (90) days for POS transactions or for transfers initiated outside of the United States).

New Accounts- If an alleged error occurred within thirty (30) days after your first deposit to your account was made, we may have up to ninety (90) days to investigate your complaint, provided we credit your account within twenty (20) business days for the amount you think is in error.

FOR QUESTIONS CONCERNING THIS STATEMENT OR FOR VERIFICATION OF A PREAUTHORIZED DEPOSIT, PLEASE CALL 1-800-REGIONS (734-4667) OR VISIT YOUR NEAREST REGIONS LOCATION.



MEEKER NORTH DAWSON NURSING LLC
 DEBTOR IN POSSESSION
 PAYROLL TAXES
 3050 PEACHTREE RD NW STE 355
 ATLANTA GA 30305-2400

ACCOUNT # 0054206499

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COMMERCIAL ANALYZED CHECKING

November 1, 2018 through November 30, 2018

SUMMARY

Beginning Balance	\$516.39	Minimum Balance	\$306
Deposits & Credits	\$35,000.00 +		
Withdrawals	\$32,408.22 -		
Fees	\$0.00 -		
Automatic Transfers	\$0.00 +		
Checks	\$0.00 -		
Ending Balance	\$3,108.17		

DEPOSITS & CREDITS

11/02	Regions Bank	Acct Trans 452843679	Mbrew	1,000.00
11/08	Regions Bank	Acct Trans 452843679	Mbrew	16,000.00
11/28	Regions Bank	Acct Trans 452843679	Mbrew	18,000.00
Total Deposits & Credits				\$35,000.00

WITHDRAWALS

11/02	Tax Payments	OK Tax Pmt Meeker North D 1586739776		1,210.00
11/14	IRS	USATAXPYMT Meeker North D 270871842382230		107.48
11/14	IRS	USATAXPYMT Meeker North D 270871825240484		13,598.91
11/15	Tax Payments	OK Tax Pmt Meeker North D 1434876480		1,628.00
11/28	IRS	USATAXPYMT Meeker North D 270873274466841		167.20
11/28	IRS	USATAXPYMT Meeker North D 270873202244934		14,101.63
11/29	Tax Payments	OK Tax Pmt Meeker North D 367674944		1,595.00
Total Withdrawals				\$32,408.22

DAILY BALANCE SUMMARY

Date	Balance	Date	Balance	Date	Balance
11/02	306.39	11/14	2,600.00	11/28	4,703.17
11/08	16,306.39	11/15	972.00	11/29	3,108.17

For all your banking needs, please call 1-800-REGIONS (734-4667)
 or visit us on the Internet at www.regions.com. (TTY/TDD 1-800-374-5791)



Thank You For Banking With Regions!

2018 Regions Bank Member FDIC. All loans subject to credit approval.



MEEKER NORTH DAWSON NURSING LLC
DEBTOR IN POSSESSION
PAYROLL TAXES
3050 PEACHTREE RD NW STE 355
ATLANTA GA 30305-2400

ACCOUNT #

0054206499

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PRICING FOR CERTAIN TREASURY MANAGEMENT SERVICES AND ANALYZED DEPOSITORY PRODUCTS IS CHANGING EFFECTIVE JANUARY 1, 2019. CHANGES WILL BE REFLECTED BEGINNING WITH THE JANUARY ANALYSIS STATEMENT YOU WILL RECEIVE IN FEBRUARY. TO VIEW ALL CHANGES VISIT REGIONS.COM/SPECIALMESSAGE. PLEASE CONTACT YOUR TREASURY MANAGEMENT OFFICER WITH QUESTIONS SPECIFIC TO YOUR ACCOUNT.

Easy Steps to Balance Your Account

Checking Account

1.	Write here the amount shown on statement for ENDING BALANCE	\$
2.	Enter any deposits which have not been credited on this statement.	\$ +
3.	Total lines 1 & 2	\$ =
4.	Enter total from 4a (column on right side of page)	\$ -
5.	Subtract line 4 from line 3. This should be your checkbook balance.	\$ =

4a List any checks, payments, transfers or other withdrawals from your account that are not on this statement.

Check No.	Amount	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
Total Enter in Line 4 at Left		

The law requires you to use "reasonable care and promptness" in examining your bank statement and any checks sent with it and to report to the Bank an unauthorized signature (i.e., a forgery), any alteration of a check, or any unauthorized endorsement. You must report any forged signatures, alterations or forged endorsements to the Bank within the time periods specified under the Deposit Agreement. If you do not do this, the Bank will not be liable to you for the losses or claims arising from the forged signatures, forged endorsements or alterations. Please see the Deposit Agreement for further explanation of your responsibilities with regard to your statement and checks. A copy of our current Deposit Agreement may be requested at any of our branch locations.

Summary of Our Error Resolution Procedures
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- (1) Tell us your name and account number.
- (2) Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.
- (3) Tell us the dollar amount of the suspected error.

If you tell us verbally, we may require that you send us your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question (ninety (90) days for POS transactions or for transfers initiated outside of the United States). If we decide to do this, we will credit your account within ten (10) business days for the amount you think is in error. If, after the investigation, we determine that no bank error occurred, we will debit your account to the extent previously credited. If we ask you to put your complaint in writing and we do not receive it within ten (10) business days, we may not credit your account.

New Accounts- If an alleged error occurred within thirty (30) days after your first deposit to your account was made, we may have up to ninety (90) days to investigate your complaint, provided we credit your account within twenty (20) business days for the amount you think is in error. If we decide there was no error, we will send you a written explanation within three (3) business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

FOR QUESTIONS CONCERNING THIS STATEMENT OR FOR VERIFICATION OF A PREAUTHORIZED DEPOSIT, PLEASE CALL 1-800-REGIONS (734-4667) OR VISIT YOUR NEAREST REGIONS LOCATION.

ADJ - Adjustment RI - Return Item CR - Credit SC - Service Charge OD - Overdrawn
 EB - Electronic Banking NSF - Nonsufficient Funds APY - Annual Percentage Yield FWT - Federal Withholding Tax *Break in Number Sequence

PAGE: 1
ACCOUNT: XXXXXX5351 11/30/2018
DOCUMENTS: 7

MEEKER NORTH DAWSON NURSING LLC
DBA MEEKER NURSING CENTER 30
2550 NORTHSIDE XING 7
MACON GA 31210-2250 0

BUSINESS CHECKING ACCOUNT XXXXXX5351

MINIMUM BALANCE 192.71 LAST STATEMENT 10/31/18 192.71
AVERAGE BALANCE 4,562.93 17 CREDITS 291,303.07
26 DEBITS 291,182.79
THIS STATEMENT 11/30/18 312.99

DEPOSITS
REF #.....DATE.....AMOUNT REF #.....DATE.....AMOUNT REF #.....DATE.....AMOUNT
11/05 18,249.03 11/20 4,953.76 11/26 4,950.00
11/07 46,098.45 11/20 6,433.38
11/13 8,464.00 11/23 10,811.00

OTHER CREDITS
DESCRIPTION DATE AMOUNT
MEDICAID HEALTH CARE AUTH TRN*1*009552053*1731476619*\ 11/07 47,383.99
NDC SWEEP FAC 3787 11/13 11,506.00
MEDICAID HEALTH CARE AUTH TRN*1*009559656*1731476619*\ 11/14 18,204.18
PIEDMONT BUSINESS BANK TRANSFER FROM 12445658 ON 11/20/18 11/20 6,000.00

8:03

HCCLAIMPMT NOVITAS SOLUTION	11/21	2,991.21
TRN*1*EFT0544579*1205296137*000004311\ MEDICAID HEALTH CARE AUTH TRN*1*009567010*1731476619*\	11/21	29,446.07
NDC SWEEP FAC 3787	11/26	686.00
PIEDMONT BUSINESS BANK TRANSFER FROM 12445674 ON 11/27/18	11/27	5,000.00

6:56

HCCLAIMPMT NOVITAS SOLUTION	11/28	10,879.42
TRN*1*EFT0545443*1205296137*000004311\ MEDICAID HEALTH CARE AUTH TRN*1*009574358*1731476619*\	11/28	59,246.58

- - - - - OTHER DEBITS - - - - -

DESCRIPTION	DATE	AMOUNT
WIRE TRANSFER FEE	11/06	20.00
PIEDMONT BUSINESS BANK WIRE TRANSFER TO 54206472 ON 11/06/18 8:52	11/06	18,000.00
WIRE TRANSFER FEE	11/07	20.00

* * * C O N T I N U E D * * *

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ACCOUNT: XXXXXX5351 11/30/2018

DOCUMENTS: 7

MEEKER NORTH DAWSON NURSING LLC

BUSINESS CHECKING ACCOUNT XXXXXX5351

OTHER DEBITS

DESCRIPTION	DATE	AMOUNT
PIEDMONT BUSINESS BANK TRANSFER TO 12445674 ON 11/07/18 9:16	11/07	6,968.13
PIEDMONT BUSINESS BANK WIRE TRANSFER TO 54206472 ON 11/07/18 9:23	11/07	18,000.00
PIEDMONT BUSINESS BANK TRANSFER TO 12445526 ON 11/07/18 9:21	11/07	22,333.66
WIRE TRANSFER FEE	11/08	20.00
PIEDMONT BUSINESS BANK WIRE TRANSFER TO 54206472 ON 11/08/18 9:19	11/08	46,000.00
MBI SETL MED-I-BANK	11/09	46.00
WIRE TRANSFER FEE	11/13	20.00
PIEDMONT BUSINESS BANK WIRE TRANSFER TO 54206472 ON 11/13/18 9:36	11/13	11,000.00
WIRE TRANSFER FEE	11/14	20.00
PIEDMONT BUSINESS BANK WIRE TRANSFER TO 54206472 ON 11/14/18 8:04	11/14	27,000.00
WIRE TRANSFER FEE	11/20	20.00
PIEDMONT BUSINESS BANK WIRE TRANSFER TO 54206472 ON 11/20/18 8:03	11/20	6,500.00
WIRE TRANSFER FEE	11/21	20.00
PIEDMONT BUSINESS BANK TRANSFER TO 12445674 ON 11/21/18 8:41	11/21	7,000.00
PIEDMONT BUSINESS BANK WIRE TRANSFER TO 54206472 ON 11/21/18 8:42	11/21	36,000.00
MBI SETL MED-I-BANK	11/23	125.00
WIRE TRANSFER FEE	11/26	20.00
PIEDMONT BUSINESS BANK WIRE TRANSFER TO 54206472 ON	11/26	12,000.00

11/26/18 7:32		
WIRE TRANSFER FEE	11/27	20.00
PIEDMONT BUSINESS BANK WIRE TRANSFER TO 54206472 ON	11/27	10,000.00
11/27/18 6:57		
WIRE TRANSFER FEE	11/28	20.00
PIEDMONT BUSINESS BANK WIRE TRANSFER TO 54206472 ON	11/28	70,000.00
11/28/18 8:10		
SERVICE CHARGE	11/30	10.00

- - - ITEMIZATION OF SERVICE CHARGE PAID THIS PERIOD - - -

TOTAL CHARGE FOR MAINTENANCE FEE: 10.00

* * * C O N T I N U E D * * *

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ACCOUNT: XXXXXX5351 11/30/2018
DOCUMENTS: 7

MEEKER NORTH DAWSON NURSING LLC

BUSINESS CHECKING ACCOUNT XXXXXX5351

ITEMIZATION OF OVERDRAFT AND RETURNED ITEM FEES

Table with 4 columns: Description, Amount, Total for this period, Total year to date. Rows include TOTAL OVERDRAFT FEES (\$0.00) and TOTAL RETURNED ITEM FEES (\$0.00).

DAILY BALANCE

Table with 6 columns: DATE, BALANCE, DATE, BALANCE, DATE, BALANCE. Shows daily balance fluctuations from 11/05 to 11/26.

Balancing Your Checking Account

This form will assist you in balancing your checking account. Please complete all the information for the Statement Balance and Register Balance forms, and click the Calculate Balance buttons near the bottom of the page. **When the Adjusted Statement and Adjusted Check Register Balances at the bottom of the page equals each other, you have balanced your checking account.** If they do not equal each other, make sure all the information entered is correct and complete, and calculate and compare balances again.

Register Balance Adjustment

Statement Balance Adjustment

Step 1: Enter Ending Balance of Statement:

Step 2: Go through your check copies/stubs or check register and mark off each check listed as paid, as well as deposits and withdrawals, on your statement. If you have written a check, deposited funds/money, or made withdrawals not listed on your statement, follow the instructions below to complete the fill-in section.
- Enter type of transaction (unpaid checks, deposits, and withdrawals) shown in your register and not on your statement.
- Enter amount of the transaction
- The BALANCE column is computed for you when you click the CALCULATE BALANCE button near the bottom of the page

Table with 3 columns: Transaction, Amount, Balance. Contains 15 rows of ATM Deposit entries.

Step 3: Click "Calculate Balance", and your final account balance will be displayed.
[Calculate Balance] [Reset Form]
Adjusted Statement Balance:

Step 1: Enter Check Register Balance:

Step 2: Go through your checkbook register and compare recorded items to your statement. If ATM transactions, interest, fees/charges, incoming transfers (to your checking account), and outgoing transfers (from your checking account) are not recorded already in your checkbook register, follow the instructions below to complete the fill-in section.
- Enter type of transaction (ATM, interest, fee/charge, and transfers) shown on your statement and not in your register.
- Enter amount of the transaction
- The BALANCE column is computed for you when you click the CALCULATE BALANCE button near the bottom of the page

Table with 3 columns: Transaction, Amount, Balance. Contains 15 rows of ATM Deposit entries.

Step 3: Click "Calculate Balance", and your final book balance will be displayed.
[Calculate Balance] [Reset Form]
Adjusted Check Register Balance:



MEEKER NORTH DAWSON NURSING LLC
 DEBTOR IN POSSESSION
 OPERATING ACCOUNT
 3050 PEACHTREE RD NW STE 355
 ATLANTA GA 30305-2400

ACCOUNT # 0054206472

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COMMERCIAL ANALYZED CHECKING

November 1, 2018 through November 30, 2018

SUMMARY

Beginning Balance	\$9,143.04	Minimum Balance	\$6,097 -
Deposits & Credits	\$254,762.54 +		
Withdrawals	\$157,876.68 -		
Fees	\$1,164.21 -		
Automatic Transfers	\$0.00 +		
Checks Converted	\$221.98 -		
Checks	\$68,368.26 -		
Ending Balance	\$36,274.45		

DEPOSITS & CREDITS

11/06	Wire Transfer Meeker North D	18,000.00
11/07	Wire Transfer Meeker North D	18,000.00
11/08	Wire Transfer Meeker North D	46,000.00
11/13	Wire Transfer Meeker North D	11,000.00
11/14	Wire Transfer Meeker North D	27,000.00
11/20	Deposit - Thank You	262.54
11/20	Wire Transfer Meeker North D	6,500.00
11/21	Wire Transfer Meeker North D	36,000.00
11/26	Wire Transfer Meeker North D	12,000.00
11/27	Wire Transfer Meeker North D	10,000.00
11/28	Wire Transfer Meeker North D	70,000.00
Total Deposits & Credits		\$254,762.54

WITHDRAWALS

11/02	Regions Bank Acct Trans 452843679 Mbrew	1,000.00
11/02	US Foodservice Vendor Pay 0012Usfoods-84 110284047166000	60.44
11/05	US Foodservice Vendor Pay 0016Usfoods-84 110584047166000	2,582.18
11/06	Regions Bank Acct Trans 452843679 Mbrew	2,500.00
11/07	US Foodservice Vendor Pay 0014Usfoods-84 110784047166000	1,035.91
11/08	Regions Bank Acct Trans 452843679 Mbrew	16,000.00
11/08	Regions Bank Acct Trans 452843679 Mbrew	40,000.00
11/08	Og&e P183 Meeker Propert	14.32
11/08	Og&e P183 Meeker Propert	14.32

For all your banking needs, please call 1-800-REGIONS (734-4667)
 or visit us on the Internet at www.regions.com. (TTY/TDD 1-800-374-5791)



Thank You For Banking With Regions!

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 DEBTOR IN POSSESSION
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 3050 PEACHTREE RD NW STE 355
 ATLANTA GA 30305-2400

ACCOUNT # 0054206472

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WITHDRAWALS (CONTINUED)

11/08	Og&e	P183 Meeker Propert	15.72
11/08	Og&e	P183 Meeker Propert	15.80
11/08	Og&e	P183 Meeker Propert	15.90
11/08	Og&e	P183 Meeker Propert	16.39
11/08	Og&e	P183 Meeker Propert	21.74
11/08	Og&e	P183 Meeker Propert	23.04
11/08	Og&e	P183 Meeker Propert	31.15
11/08	Og&e	P183 Meeker North D	2,447.67
11/13	Regions Bank	Acct Trans 452843679 Mbrew	12,000.00
11/13	US Foodservice	Vendor Pay 0014Usfoods-84 111284047166000	1,309.04
11/14	US Foodservice	Vendor Pay 0014Usfoods-84 111484047166000	1,310.20
11/19	US Foodservice	Vendor Pay 0014Usfoods-84 111984047166000	1,311.28
11/21	US Foodservice	Vendor Pay 0012Usfoods-84 112184047166000	1,734.93
11/26	Regions Bank	Acct Trans 452843679 Mbrew	27,000.00
11/26	Regions Bank	Acct Trans 452843679 Mbrew	12,000.00
11/26	US Foodservice	Vendor Pay 0016Usfoods-84 112684047166000	1,930.10
11/27	Regions Bank	Acct Trans 452843679 Mbrew	3,500.00
11/28	Regions Bank	Acct Trans 452843679 Mbrew	10,000.00
11/28	Regions Bank	Acct Trans 452843679 Mbrew	18,000.00
11/28	US Foodservice	Vendor Pay 0012Usfoods-84 112884047166000	1,986.55
Total Withdrawals			\$157,876.68

FEES

11/09	Analysis Charge	10-18	276.21
11/09	Analysis Explicit Charge	10-18	888.00
Total Fees			\$1,164.21

CHECKS CONVERTED BY MERCHANT TO ELECTRONIC WITHDRAWALS

<u>Date</u>	<u>Check No.</u>	<u>Description of Check Payment</u>	<u>Amount</u>
11/28	1356	Ong Uttypymnt 21311707313775	221.98

Checks that are converted by a merchant to an electronic withdrawal are not returned to Regions. Therefore, if you receive check enclosures or check images with your monthly statement, checks listed above are not included with this statement.

CHECKS

<u>Date</u>	<u>Check No.</u>	<u>Amount</u>	<u>Date</u>	<u>Check No.</u>	<u>Amount</u>
11/06	1295	241.95	11/15	1325	4,267.90
11/05	1307 *	947.00	11/14	1326	322.03
11/02	1308	1,323.00	11/13	1327	1,827.23
11/07	1310 *	5,330.98	11/21	1328	1,063.00
11/05	1312 *	4,875.00	11/21	1329	399.57
11/14	1314 *	1,151.08	11/13	1330	38.19
11/06	1315	1,463.59	11/14	1331	1,104.04
11/06	1319 *	2,000.00	11/13	1332	237.00
11/09	1320	893.57	11/26	1335 *	777.03
11/13	1322 *	805.52	11/15	1336	6,500.00
11/15	1323	500.00	11/15	1339 *	3,189.26
11/13	1324	105.00	11/19	1340	14,989.80



MEEKER NORTH DAWSON NURSING LLC
 DEBTOR IN POSSESSION
 OPERATING ACCOUNT
 3050 PEACHTREE RD NW STE 355
 ATLANTA GA 30305-2400

ACCOUNT # 0054206472

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CHECKS (CONTINUED)

Date	Check No.	Amount	Date	Check No.	Amount
11/20	1343 *	243.22	11/27	1354	40.00
11/20	1344	94.45	11/27	1355	293.42
11/21	1345	1,123.79	11/26	1357 *	2,271.55
11/27	1348 *	655.45	11/26	1358	75.00
11/28	1349	1,000.00	11/26	1359	1,302.51
11/26	1350	4,596.79	11/27	1360	947.00
11/26	1351	389.84	11/29	1361	98.30
11/27	1352	75.20	11/27	1362	418.54
11/27	1353	259.49	11/29	1363	131.97
				Total Checks	\$68,368.26

* Break In Check Number Sequence. Missing items may appear in the "Checks Converted by Merchant to Electronic Withdrawals" section of the statement.

DAILY BALANCE SUMMARY

Date	Balance	Date	Balance	Date	Balance
11/02	6,759.60	11/13	1,787.18	11/21	32,245.17
11/05	1,644.58 -	11/14	24,899.83	11/26	6,097.65 -
11/06	10,149.88	11/15	10,442.67	11/27	2,286.75 -
11/07	21,782.99	11/19	5,858.41 -	11/28	36,504.72
11/08	9,166.94	11/20	566.46	11/29	36,274.45
11/09	7,109.16				

PRICING FOR CERTAIN TREASURY MANAGEMENT SERVICES AND ANALYZED DEPOSITORY PRODUCTS IS CHANGING EFFECTIVE JANUARY 1, 2019. CHANGES WILL BE REFLECTED BEGINNING WITH THE JANUARY ANALYSIS STATEMENT YOU WILL RECEIVE IN FEBRUARY. TO VIEW ALL CHANGES VISIT REGIONS.COM/SPECIALMESSAGE. PLEASE CONTACT YOUR TREASURY MANAGEMENT OFFICER WITH QUESTIONS SPECIFIC TO YOUR ACCOUNT.

Easy Steps to Balance Your Account

Checking Account

1.	Write here the amount shown on statement for ENDING BALANCE	\$
2.	Enter any deposits which have not been credited on this statement.	\$ +
3.	Total lines 1 & 2	\$ =
4.	Enter total from 4a (column on right side of page)	\$ -
5.	Subtract line 4 from line 3. This should be your checkbook balance.	\$ =

4a List any checks, payments, transfers or other withdrawals from your account that are not on this statement.

Check No.	Amount
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
Total Enter in Line 4 at Left	

The law requires you to use "reasonable care and promptness" in examining your bank statement and any checks sent with it and to report to the Bank an unauthorized signature (i.e., a forgery), any alteration of a check, or any unauthorized endorsement. You must report any forged signatures, alterations or forged endorsements to the Bank within the time periods specified under the Deposit Agreement. If you do not do this, the Bank will not be liable to you for the losses or claims arising from the forged signatures, forged endorsements or alterations. Please see the Deposit Agreement for further explanation of your responsibilities with regard to your statement and checks. A copy of our current Deposit Agreement may be requested at any of our branch locations.

Summary of Our Error Resolution Procedures
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Please contact Regions as soon as you can, if you think your statement is wrong or if you need more information about a transfer listed on your statement. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

- (1) Tell us your name and account number.
- (2) Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.
- (3) Tell us the dollar amount of the suspected error.

If you tell us verbally, we may require that you send us your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question (ninety (90) days for POS transactions or for transfers initiated outside of the United States). If we decide to do this, we will credit your account within ten (10) business days for the amount you think is in error. If, after the investigation, we determine that no bank error occurred, we will debit your account to the extent previously credited. If we ask you to put your complaint in writing and we do not receive it within ten (10) business days, we may not credit your account.

New Accounts- If an alleged error occurred within thirty (30) days after your first deposit to your account was made, we may have up to ninety (90) days to investigate your complaint, provided we credit your account within twenty (20) business days for the amount you think is in error. If we decide there was no error, we will send you a written explanation within three (3) business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

FOR QUESTIONS CONCERNING THIS STATEMENT OR FOR VERIFICATION OF A PREAUTHORIZED DEPOSIT, PLEASE CALL 1-800-REGIONS (734-4667) OR VISIT YOUR NEAREST REGIONS LOCATION.

ADJ - Adjustment RI - Return Item CR - Credit SC - Service Charge OD - Overdrawn
 EB - Electronic Banking NSF - Nonsufficient Funds APY - Annual Percentage Yield FWT - Federal Withholding Tax *Break in Number Sequence

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Chk. No.	Effective Date	Status	Debit	Credit	Description
Opening Balance					\$1,144.38
101555	10/24/2018	Cleared		\$176.24	pr ck reg 10.24.18 import...
101573	10/24/2018	Cleared		\$141.44	pr ck reg 10.24.18 import...
101598	10/24/2018	Cleared		\$180.68	pr ck reg 10.24.18 import...
101603	10/24/2018	Cleared		\$164.92	pr ck reg 10.24.18 import...
101605	10/24/2018	Cleared		\$100.00	pr ck reg 10.24.18 import...
101606	10/31/2018	Cleared		\$511.60	record ttd payrolls
GJ2	11/2/2018	Cleared	\$2,500.00		11-2018
GJ2	11/2/2018	Cleared	\$40,000.00		11-2018
GJ2	11/2/2018	Cleared	\$12,000.00		11-2018
GJ2	11/2/2018	Cleared	\$12,000.00		11-2018
GJ2	11/2/2018	Cleared	\$27,000.00		11-2018
GJ2	11/2/2018	Cleared	\$3,500.00		11-2018
GJ2	11/2/2018	Cleared	\$10,000.00		11-2018
GJ2	11/2/2018	Cleared		\$25.85	11-2018
GJ2	11/2/2018	Cleared		\$25.85	11-2018
GJ2	11/2/2018	Cleared		\$287.15	11-2018
GJ2	11/2/2018	Cleared		\$286.10	11-2018
GJ2	11/2/2018	Cleared	\$2,500.00		record cash activity
GJ2	11/2/2018	Cleared	\$40,000.00		record cash activity
GJ2	11/2/2018	Cleared	\$12,000.00		record cash activity
GJ2	11/2/2018	Cleared	\$12,000.00		record cash activity
GJ2	11/2/2018	Cleared	\$27,000.00		record cash activity
GJ2	11/2/2018	Cleared	\$3,500.00		record cash activity
GJ2	11/2/2018	Cleared	\$10,000.00		record cash activity
GJ2	11/2/2018	Cleared		\$25.85	record cash activity
GJ2	11/2/2018	Cleared		\$25.85	record cash activity
GJ2	11/2/2018	Cleared		\$287.15	record cash activity
GJ2	11/2/2018	Cleared		\$286.10	record cash activity
GJ2	11/2/2018	Cleared		\$2,500.00	record cash activity
GJ2	11/2/2018	Cleared		\$40,000.00	record cash activity
GJ2	11/2/2018	Cleared		\$12,000.00	record cash activity
GJ2	11/2/2018	Cleared		\$12,000.00	record cash activity
GJ2	11/2/2018	Cleared		\$27,000.00	record cash activity
GJ2	11/2/2018	Cleared		\$3,500.00	record cash activity
GJ2	11/2/2018	Cleared		\$10,000.00	record cash activity
GJ2	11/2/2018	Cleared	\$25.85		record cash activity
GJ2	11/2/2018	Cleared	\$25.85		record cash activity
GJ2	11/2/2018	Cleared	\$287.15		record cash activity
GJ2	11/2/2018	Cleared	\$286.10		record cash activity
101608	11/9/2018	Cleared		\$359.57	pr ck reg 11.9.18 import ...
101609	11/9/2018	Cleared		\$851.30	pr ck reg 11.9.18 import ...
101610	11/9/2018	Cleared		\$431.83	pr ck reg 11.9.18 import ...
101655	11/9/2018	Cleared		\$642.90	pr ck reg 11.9.18 import ...
101656	11/9/2018	Cleared		\$1,076.59	pr ck reg 11.9.18 import ...
101657	11/9/2018	Cleared		\$2,418.98	pr ck reg 11.9.18 import ...
101658	11/9/2018	Cleared		\$367.88	pr ck reg 11.9.18 import ...
101659	11/9/2018	Cleared		\$514.22	pr ck reg 11.9.18 import ...
101660	11/9/2018	Cleared		\$2,155.70	pr ck reg 11.9.18 import ...
101661	11/9/2018	Cleared		\$750.32	pr ck reg 11.9.18 import ...

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Chk. No.	Effective Date	Status	Debit	Credit	Description
101662	11/9/2018	Cleared		\$2,808.83	pr ck reg 11.9.18 import ...
101663	11/9/2018	Cleared		\$241.94	pr ck reg 11.9.18 import ...
101664	11/9/2018	Cleared		\$164.92	pr ck reg 11.9.18 import ...
101665	11/9/2018	Cleared		\$93.60	pr ck reg 11.9.18 import ...
101666	11/9/2018	Cleared		\$100.00	pr ck reg 11.9.18 import ...
101612	11/9/2018	Cleared		\$521.11	pr ck reg 11.9.18 import ...
101613	11/9/2018	Cleared		\$255.84	pr ck reg 11.9.18 import ...
101614	11/9/2018	Cleared		\$783.74	pr ck reg 11.9.18 import ...
101615	11/9/2018	Cleared		\$1,048.26	pr ck reg 11.9.18 import ...
101616	11/9/2018	Cleared		\$783.39	pr ck reg 11.9.18 import ...
101617	11/9/2018	Cleared		\$2,181.27	pr ck reg 11.9.18 import ...
101618	11/9/2018	Cleared		\$1,728.77	pr ck reg 11.9.18 import ...
101619	11/9/2018	Cleared		\$1,125.00	pr ck reg 11.9.18 import ...
101620	11/9/2018	Cleared		\$187.41	pr ck reg 11.9.18 import ...
101621	11/9/2018	Cleared		\$1,184.93	pr ck reg 11.9.18 import ...
101622	11/9/2018	Cleared		\$291.37	pr ck reg 11.9.18 import ...
101623	11/9/2018	Cleared		\$178.51	pr ck reg 11.9.18 import ...
101624	11/9/2018	Cleared		\$39.73	pr ck reg 11.9.18 import ...
101625	11/9/2018	Cleared		\$615.76	pr ck reg 11.9.18 import ...
101626	11/9/2018	Cleared		\$791.57	pr ck reg 11.9.18 import ...
101627	11/9/2018	Cleared		\$2,048.94	pr ck reg 11.9.18 import ...
101628	11/9/2018	Cleared		\$814.21	pr ck reg 11.9.18 import ...
101629	11/9/2018	Cleared		\$1,020.19	pr ck reg 11.9.18 import ...
101630	11/9/2018	Cleared		\$1,359.87	pr ck reg 11.9.18 import ...
101631	11/9/2018	Cleared		\$1,080.95	pr ck reg 11.9.18 import ...
101632	11/9/2018	Cleared		\$392.40	pr ck reg 11.9.18 import ...
101633	11/9/2018	Cleared		\$1,197.50	pr ck reg 11.9.18 import ...
101634	11/9/2018	Cleared		\$2,224.13	pr ck reg 11.9.18 import ...
101635	11/9/2018	Cleared		\$1,354.90	pr ck reg 11.9.18 import ...
101636	11/9/2018	Cleared		\$718.27	pr ck reg 11.9.18 import ...
101637	11/9/2018	Cleared		\$742.40	pr ck reg 11.9.18 import ...
101638	11/9/2018	Cleared		\$512.06	pr ck reg 11.9.18 import ...
101639	11/9/2018	Cleared		\$1,010.63	pr ck reg 11.9.18 import ...
101640	11/9/2018	Cleared		\$243.63	pr ck reg 11.9.18 import ...
101641	11/9/2018	Cleared		\$250.95	pr ck reg 11.9.18 import ...
101642	11/9/2018	Cleared		\$1,544.72	pr ck reg 11.9.18 import ...
101643	11/9/2018	Cleared		\$387.05	pr ck reg 11.9.18 import ...
101644	11/9/2018	Cleared		\$839.59	pr ck reg 11.9.18 import ...
101645	11/9/2018	Cleared		\$347.93	pr ck reg 11.9.18 import ...
101646	11/9/2018	Cleared		\$240.46	pr ck reg 11.9.18 import ...
101647	11/9/2018	Cleared		\$733.52	pr ck reg 11.9.18 import ...
101648	11/9/2018	Cleared		\$1,926.64	pr ck reg 11.9.18 import ...
101649	11/9/2018	Cleared		\$1,250.01	pr ck reg 11.9.18 import ...
101650	11/9/2018	Cleared		\$1,031.80	pr ck reg 11.9.18 import ...
101651	11/9/2018	Cleared		\$908.62	pr ck reg 11.9.18 import ...
101652	11/9/2018	Cleared		\$951.97	pr ck reg 11.9.18 import ...
101653	11/9/2018	Cleared		\$551.34	pr ck reg 11.9.18 import ...
101668	11/23/2018	Cleared		\$533.51	pr ck reg 11.23.18 import...
101669	11/23/2018	Cleared		\$449.80	pr ck reg 11.23.18 import...
101671	11/23/2018	Cleared		\$421.71	pr ck reg 11.23.18 import...
101672	11/23/2018	Cleared		\$629.37	pr ck reg 11.23.18 import...
101673	11/23/2018	Cleared		\$628.30	pr ck reg 11.23.18 import...

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101674	11/23/2018	Cleared		\$807.26	pr ck reg 11.23.18 import...
101675	11/23/2018	Cleared		\$653.63	pr ck reg 11.23.18 import...
101676	11/23/2018	Cleared		\$1,899.90	pr ck reg 11.23.18 import...
101677	11/23/2018	Cleared		\$1,728.79	pr ck reg 11.23.18 import...
101678	11/23/2018	Cleared		\$880.64	pr ck reg 11.23.18 import...
101679	11/23/2018	Cleared		\$749.55	pr ck reg 11.23.18 import...
101680	11/23/2018	Cleared		\$511.08	pr ck reg 11.23.18 import...
101681	11/23/2018	Cleared		\$272.79	pr ck reg 11.23.18 import...
101682	11/23/2018	Cleared		\$332.74	pr ck reg 11.23.18 import...
101683	11/23/2018	Cleared		\$635.86	pr ck reg 11.23.18 import...
101684	11/23/2018	Cleared		\$731.50	pr ck reg 11.23.18 import...
101685	11/23/2018	Cleared		\$1,416.32	pr ck reg 11.23.18 import...
101686	11/23/2018	Cleared		\$788.09	pr ck reg 11.23.18 import...
101687	11/23/2018	Cleared		\$817.04	pr ck reg 11.23.18 import...
101688	11/23/2018	Cleared		\$767.42	pr ck reg 11.23.18 import...
101689	11/23/2018	Cleared		\$1,359.88	pr ck reg 11.23.18 import...
101690	11/23/2018	Cleared		\$993.83	pr ck reg 11.23.18 import...
101691	11/23/2018	Cleared		\$543.75	pr ck reg 11.23.18 import...
101692	11/23/2018	Cleared		\$1,117.02	pr ck reg 11.23.18 import...
101693	11/23/2018	Cleared		\$2,224.11	pr ck reg 11.23.18 import...
101694	11/23/2018	Cleared		\$1,007.57	pr ck reg 11.23.18 import...
101695	11/23/2018	Cleared		\$1,745.92	pr ck reg 11.23.18 import...
101696	11/23/2018	Cleared		\$612.17	pr ck reg 11.23.18 import...
101697	11/23/2018	Cleared		\$1,069.30	pr ck reg 11.23.18 import...
101698	11/23/2018	Cleared		\$961.82	pr ck reg 11.23.18 import...
101700	11/23/2018	Cleared		\$481.43	pr ck reg 11.23.18 import...
101701	11/23/2018	Cleared		\$970.03	pr ck reg 11.23.18 import...
101702	11/23/2018	Cleared		\$194.67	pr ck reg 11.23.18 import...
101703	11/23/2018	Cleared		\$2,060.75	pr ck reg 11.23.18 import...
101704	11/23/2018	Cleared		\$111.32	pr ck reg 11.23.18 import...
101705	11/23/2018	Cleared		\$496.61	pr ck reg 11.23.18 import...
101706	11/23/2018	Cleared		\$903.10	pr ck reg 11.23.18 import...
101707	11/23/2018	Cleared		\$508.72	pr ck reg 11.23.18 import...
101708	11/23/2018	Cleared		\$252.13	pr ck reg 11.23.18 import...
101709	11/23/2018	Cleared		\$309.36	pr ck reg 11.23.18 import...
101710	11/23/2018	Cleared		\$1,430.36	pr ck reg 11.23.18 import...
101711	11/23/2018	Cleared		\$1,979.90	pr ck reg 11.23.18 import...
101712	11/23/2018	Cleared		\$474.38	pr ck reg 11.23.18 import...
101713	11/23/2018	Cleared		\$900.41	pr ck reg 11.23.18 import...
101714	11/23/2018	Cleared		\$997.63	pr ck reg 11.23.18 import...
101715	11/23/2018	Cleared		\$454.79	pr ck reg 11.23.18 import...
101716	11/23/2018	Cleared		\$1,062.20	pr ck reg 11.23.18 import...
101717	11/23/2018	Cleared		\$1,153.90	pr ck reg 11.23.18 import...
101718	11/23/2018	Cleared		\$516.83	pr ck reg 11.23.18 import...
101719	11/23/2018	Cleared		\$624.76	pr ck reg 11.23.18 import...
101720	11/23/2018	Cleared		\$281.74	pr ck reg 11.23.18 import...
101721	11/23/2018	Cleared		\$1,541.87	pr ck reg 11.23.18 import...
101722	11/23/2018	Cleared		\$410.85	pr ck reg 11.23.18 import...
101723	11/23/2018	Cleared		\$402.10	pr ck reg 11.23.18 import...
101724	11/23/2018	Cleared		\$818.64	pr ck reg 11.23.18 import...
101725	11/23/2018	Cleared		\$1,021.24	pr ck reg 11.23.18 import...
101726	11/23/2018	Cleared		\$821.33	pr ck reg 11.23.18 import...

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Chk. No.	Effective Date	Status	Debit	Credit	Description
101727	11/23/2018	Cleared		\$2,068.13	pr ck reg 11.23.18 import...
101728	11/23/2018	Cleared		\$323.73	pr ck reg 11.23.18 import...
101607	11/30/2018	Cleared		\$511.60	record ttd payrolls
101667	11/30/2018	Cleared		\$511.60	record ttd payrolls
Cleared Balance					\$3,977.85
101001	5/31/2018	Outstanding		\$511.60	record ttd payrolls
101265	8/1/2018	Outstanding	\$828.64		record adjustment payroll
101268	8/1/2018	Outstanding	\$842.75		record adjustment payroll
101388	8/24/2018	Outstanding		\$2.78	pr ck reg 8.24.18 import ...
101611	11/9/2018	Outstanding		\$1,037.81	pr ck reg 11.9.18 import ...
101654	11/9/2018	Outstanding		\$286.18	pr ck reg 11.9.18 import ...
101670	11/23/2018	Outstanding		\$1,511.38	pr ck reg 11.23.18 import...
101699	11/23/2018	Outstanding		\$653.27	pr ck reg 11.23.18 import...
101729	11/23/2018	Outstanding		\$164.92	pr ck reg 11.23.18 import...
101730	11/23/2018	Outstanding		\$93.60	pr ck reg 11.23.18 import...
101731	11/23/2018	Outstanding		\$50.69	pr ck reg 11.23.18 import...
101732	11/23/2018	Outstanding		\$100.00	pr ck reg 11.23.18 import...

GL Account Balance **\$1,237.01**

Summary	
Statement from 11/1/2018 to 11/30/2018	Statement Amount - \$3,977.85
12 transaction(s) outstanding	Outstanding Amount - (\$2,740.84)
157 transaction(s) cleared	Cleared Amount - \$2,833.47
	Cumulative Cleared Amount - \$3,977.85
	Statement Difference - \$0.00

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Chk. No.	Effective Date	Status	Debit	Credit	Description
Opening Balance					\$9,143.04
1295	10/19/2018	Cleared		\$241.95	CLEARWATER ENTERPRISES, L...
1307	10/26/2018	Cleared		\$947.00	PRIME CARE TECHNOLOGIES
1308	10/26/2018	Cleared		\$1,323.00	THEODORE N. STAPLETON, ES...
1310	10/31/2018	Cleared		\$5,330.98	BLUECROSS BLUESHIELD
1312	10/31/2018	Cleared		\$4,875.00	U.S. TRUSTEE
1314	11/2/2018	Cleared		\$1,151.08	METLIFE - GROUP BENEFITS
1315	11/2/2018	Cleared		\$1,463.59	PREMIUM ASSIGNMENT CORPOR...
1317	11/2/2018	Cleared		\$60.44	US FOODS, INC.
GJ2	11/2/2018	Cleared		\$1,000.00	11-2018
GJ2	11/2/2018	Cleared		\$2,500.00	11-2018
GJ2	11/2/2018	Cleared		\$16,000.00	11-2018
GJ2	11/2/2018	Cleared		\$40,000.00	11-2018
GJ2	11/2/2018	Cleared		\$12,000.00	11-2018
GJ2	11/2/2018	Cleared		\$12,000.00	11-2018
GJ2	11/2/2018	Cleared		\$27,000.00	11-2018
GJ2	11/2/2018	Cleared		\$3,500.00	11-2018
GJ2	11/2/2018	Cleared		\$10,000.00	11-2018
GJ2	11/2/2018	Cleared		\$18,000.00	11-2018
GJ2	11/2/2018	Cleared		\$276.21	11-2018
GJ2	11/2/2018	Cleared		\$888.00	11-2018
GJ2	11/2/2018	Cleared		\$1,000.00	record cash activity
GJ2	11/2/2018	Cleared		\$2,500.00	record cash activity
GJ2	11/2/2018	Cleared		\$16,000.00	record cash activity
GJ2	11/2/2018	Cleared		\$40,000.00	record cash activity
GJ2	11/2/2018	Cleared		\$12,000.00	record cash activity
GJ2	11/2/2018	Cleared		\$12,000.00	record cash activity
GJ2	11/2/2018	Cleared		\$27,000.00	record cash activity
GJ2	11/2/2018	Cleared		\$3,500.00	record cash activity
GJ2	11/2/2018	Cleared		\$10,000.00	record cash activity
GJ2	11/2/2018	Cleared		\$18,000.00	record cash activity
GJ2	11/2/2018	Cleared		\$276.21	record cash activity
GJ2	11/2/2018	Cleared		\$888.00	record cash activity
GJ2	11/2/2018	Cleared	\$1,000.00		record cash activity
GJ2	11/2/2018	Cleared	\$2,500.00		record cash activity
GJ2	11/2/2018	Cleared	\$16,000.00		record cash activity
GJ2	11/2/2018	Cleared	\$40,000.00		record cash activity
GJ2	11/2/2018	Cleared	\$12,000.00		record cash activity
GJ2	11/2/2018	Cleared	\$12,000.00		record cash activity
GJ2	11/2/2018	Cleared	\$27,000.00		record cash activity
GJ2	11/2/2018	Cleared	\$3,500.00		record cash activity
GJ2	11/2/2018	Cleared	\$10,000.00		record cash activity
GJ2	11/2/2018	Cleared	\$18,000.00		record cash activity
GJ2	11/2/2018	Cleared	\$276.21		record cash activity
GJ2	11/2/2018	Cleared	\$888.00		record cash activity
	11/2/2018	Cleared	\$11,506.00		A/R Cash Receipt
	11/2/2018	Cleared	\$18,249.03		A/R Cash Receipt
1318	11/5/2018	Cleared		\$2,582.18	US FOODS, INC.

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Chk. No.	Effective Date	Status	Debit	Credit	Description
1319	11/6/2018	Cleared		\$2,000.00	SYNERGY HEALTHCARE RESOUR...
1320	11/6/2018	Cleared		\$893.57	ATOMIC SERVICES, INC.
1334	11/6/2018	Cleared		\$1,002.98	APN HEALTHCARE, INC.
	11/7/2018	Cleared	\$47,383.99		A/R Cash Receipt
1321	11/7/2018	Cleared		\$1,035.91	US FOODS, INC.
1322	11/7/2018	Cleared		\$805.52	AT&T
1323	11/7/2018	Cleared		\$500.00	BRUMMIT & ASSOCIATES, INC...
1324	11/7/2018	Cleared		\$105.00	FLEXPLAN
1325	11/7/2018	Cleared		\$4,267.90	MEEKER PWA
1326	11/7/2018	Cleared		\$322.03	OKLAHOMA NATURAL GAS COMP...
1327	11/7/2018	Cleared		\$1,827.23	OMNICARE, INC.
1328	11/7/2018	Cleared		\$1,063.00	REACT EMS
1329	11/7/2018	Cleared		\$399.57	RESPIRATORY SOLUTIONS
1330	11/7/2018	Cleared		\$38.19	SHRED-IT
1331	11/7/2018	Cleared		\$1,104.04	WINDSTREAM
1332	11/7/2018	Cleared		\$237.00	SHAWNEE OFFICE SYSTEMS
GJ2	11/7/2018	Cleared	\$18,000.00		record cash activity
GJ2	11/7/2018	Cleared	\$18,000.00		record cash activity
GJ2	11/7/2018	Cleared	\$46,000.00		record cash activity
GJ2	11/7/2018	Cleared	\$11,000.00		record cash activity
GJ2	11/7/2018	Cleared	\$27,000.00		record cash activity
GJ2	11/7/2018	Cleared	\$6,500.00		record cash activity
GJ2	11/7/2018	Cleared	\$36,000.00		record cash activity
GJ2	11/7/2018	Cleared	\$12,000.00		record cash activity
GJ2	11/7/2018	Cleared	\$10,000.00		record cash activity
GJ2	11/7/2018	Cleared	\$70,000.00		record cash activity
	11/7/2018	Cleared	\$46,098.45		A/R Cash Receipt
1333	11/8/2018	Cleared		\$0.00	TIMOTHY J. MCGAUGHEY, P.C...
1335	11/9/2018	Cleared		\$777.03	ALLSTATE BENEFITS
1336	11/9/2018	Cleared		\$6,500.00	THEODORE N. STAPLETON, ES...
1337	11/9/2018	Cleared		\$2,616.05	OG&E
1338	11/12/2018	Cleared		\$1,309.04	US FOODS, INC.
	11/12/2018	Cleared	\$8,464.00		A/R Cash Receipt
1339	11/13/2018	Cleared		\$3,189.26	BERKSHIRE HATHAWAY HOMEST...
1340	11/13/2018	Cleared		\$14,989.80	OKLAHOMA HEALTH CARE AUTH...
1341	11/14/2018	Cleared		\$1,310.20	US FOODS, INC.
	11/14/2018	Cleared	\$18,204.18		A/R Cash Receipt
1343	11/14/2018	Cleared		\$243.22	E SOLUTIONS
1344	11/14/2018	Cleared		\$94.45	NATIONAL DATACARE
1345	11/14/2018	Cleared		\$1,123.79	PETTY CASH/MEEKER C/O C. ...
1346	11/19/2018	Cleared		\$1,311.28	US FOODS, INC.
	11/20/2018	Cleared	\$4,953.76		A/R Cash Receipt
1347	11/21/2018	Cleared		\$1,734.93	US FOODS, INC.
	11/21/2018	Cleared	\$29,446.07		A/R Cash Receipt
1348	11/21/2018	Cleared		\$655.45	PREMIUM ASSIGNMENT CORPOR...
1349	11/21/2018	Cleared		\$1,000.00	ADEL R. MALATI, M.D.
1350	11/21/2018	Cleared		\$4,596.79	BLUECROSS BLUESHIELD
1351	11/21/2018	Cleared		\$389.84	CLEARWATER ENTERPRISES, L...

Date: Dec 10, 2018
 Time: 11:12:27 CT
 User: Tim Mathews

Meeker Nursing Center
Bank Reconciliation Report
 as of 11/30/2018

Chk. No.	Effective Date	Status	Debit	Credit	Description
1352	11/21/2018	Cleared		\$75.20	ECOLAB
1353	11/21/2018	Cleared		\$259.49	ECOLAB PEST ELIM. DIV.
1354	11/21/2018	Cleared		\$40.00	MEDICAL WASTE SERVICES
1355	11/21/2018	Cleared		\$293.42	MOBILEX USA
1356	11/21/2018	Cleared		\$221.98	OKLAHOMA NATURAL GAS COMP...
1357	11/21/2018	Cleared		\$2,271.55	OMNICARE, INC.
1358	11/21/2018	Cleared		\$75.00	OPTIMA SOLUTIONS
1359	11/21/2018	Cleared		\$1,302.51	POINT CLICK CARE TECHNOLO...
1360	11/21/2018	Cleared		\$947.00	PRIME CARE TECHNOLOGIES
1361	11/21/2018	Cleared		\$98.30	REACT EMS
1362	11/21/2018	Cleared		\$418.54	SCHRYVER MEDICAL SALES & ...
1363	11/21/2018	Cleared		\$131.97	WINDSTREAM
	11/23/2018	Cleared	\$10,811.00		A/R Cash Receipt
1364	11/26/2018	Cleared		\$1,930.10	US FOODS, INC.
	11/28/2018	Cleared	\$59,246.58		A/R Cash Receipt
1370	11/28/2018	Cleared		\$1,986.55	US FOODS, INC.
112018	11/30/2018	Cleared		\$18,249.03	reclass cash receipts
112018	11/30/2018	Cleared		\$46,098.45	reclass cash receipts
112018	11/30/2018	Cleared		\$8,464.00	reclass cash receipts
112018	11/30/2018	Cleared		\$4,953.76	reclass cash receipts
112018	11/30/2018	Cleared		\$10,811.00	reclass cash receipts
112018	11/30/2018	Cleared		\$47,383.99	reclass cash receipts
112018	11/30/2018	Cleared		\$11,506.00	reclass cash receipts
112018	11/30/2018	Cleared		\$18,204.18	reclass cash receipts
112018	11/30/2018	Cleared		\$29,446.07	reclass cash receipts
112018	11/30/2018	Cleared		\$59,246.58	reclass cash receipts
112018	11/30/2018	Cleared	\$262.54		reclass cash receipts
112018	11/30/2018	Cleared	\$1,002.98		allocate apn payments

Cleared Balance **\$36,274.45**

1094	6/29/2018	Outstanding		\$172.57	HAGAR RESTAURANT SERVICE
1101	6/29/2018	Outstanding		\$60.00	REACT EMS
1342	11/14/2018	Outstanding		\$200.00	BRUMMIT & ASSOCIATES, INC...
1365	11/28/2018	Outstanding		\$132.69	ATOMIC SERVICES, INC.
1366	11/28/2018	Outstanding		\$1,601.48	MOBILEX USA
1367	11/28/2018	Outstanding		\$1,293.72	REACT EMS
1368	11/28/2018	Outstanding		\$863.38	RESPIRATORY SOLUTIONS
1369	11/28/2018	Outstanding		\$7,810.28	SYNERGY CARE, INC.
1371	11/30/2018	Outstanding		\$83.18	PREMIUM ASSIGNMENT CORPOR...
1372	11/30/2018	Outstanding		\$6,500.00	THEODORE N. STAPLETON, ES...

GL Account Balance **\$17,557.15**

Summary

Statement from 11/1/2018 to 11/30/2018
 10 transaction(s) outstanding
 123 transaction(s) cleared

Statement Amount - \$36,274.45
 Outstanding Amount - (\$18,717.30)
 Cleared Amount - \$27,131.41
 Cumulative Cleared Amount - \$36,274.45
 Statement Difference - \$0.00

Date: Dec 10, 2018
 Time: 11:12:53 CT
 User: Tim Mathews

Meeker Nursing Center
Bank Reconciliation Report
 as of 11/30/2018

Chk. No.	Effective Date	Status	Debit	Credit	Description
Opening Balance					\$192.71
	11/1/2018	Cleared	\$6,433.38		A/R Cash Receipt
GJ2	11/7/2018	Cleared		\$6,968.13	record cash activity
GJ1	11/7/2018	Cleared	\$6,000.00		record cash activity
GJ2	11/7/2018	Cleared		\$7,000.00	record cash activity
GJ1	11/7/2018	Cleared	\$5,000.00		record cash activity
GJ2	11/7/2018	Cleared		\$22,333.66	record cash activity
GJ2	11/7/2018	Cleared		\$125.00	record cash activity
GJ2	11/7/2018	Cleared		\$46.00	record cash activity
GJ2	11/7/2018	Cleared		\$18,000.00	record cash activity
GJ2	11/7/2018	Cleared		\$18,000.00	record cash activity
GJ2	11/7/2018	Cleared		\$46,000.00	record cash activity
GJ2	11/7/2018	Cleared		\$11,000.00	record cash activity
GJ2	11/7/2018	Cleared		\$27,000.00	record cash activity
GJ2	11/7/2018	Cleared		\$6,500.00	record cash activity
GJ2	11/7/2018	Cleared		\$36,000.00	record cash activity
GJ2	11/7/2018	Cleared		\$12,000.00	record cash activity
GJ2	11/7/2018	Cleared		\$10,000.00	record cash activity
GJ2	11/7/2018	Cleared		\$70,000.00	record cash activity
GJ2	11/7/2018	Cleared		\$10.00	record cash activity
GJ2	11/7/2018	Cleared		\$20.00	record cash activity
GJ2	11/7/2018	Cleared		\$20.00	record cash activity
GJ2	11/7/2018	Cleared		\$20.00	record cash activity
GJ2	11/7/2018	Cleared		\$20.00	record cash activity
GJ2	11/7/2018	Cleared		\$20.00	record cash activity
GJ2	11/7/2018	Cleared		\$20.00	record cash activity
GJ2	11/7/2018	Cleared		\$20.00	record cash activity
GJ2	11/7/2018	Cleared		\$20.00	record cash activity
GJ2	11/7/2018	Cleared		\$20.00	record cash activity
GJ2	11/7/2018	Cleared		\$20.00	record cash activity
GJ2	11/7/2018	Cleared		\$20.00	record cash activity
GJ2	11/7/2018	Cleared		\$20.00	record cash activity
GJ2	11/7/2018	Cleared		\$20.00	record cash activity
GJ2	11/7/2018	Cleared		\$20.00	record cash activity
	11/20/2018	Cleared	\$686.00		A/R Cash Receipt
	11/20/2018	Cleared	\$262.54		A/R Cash Receipt
	11/20/2018	Cleared	\$2,991.21		A/R Cash Receipt
	11/26/2018	Cleared	\$4,950.00		A/R Cash Receipt
	11/27/2018	Cleared	\$10,879.42		A/R Cash Receipt
112018	11/30/2018	Cleared	\$18,249.03		reclass cash receipts
112018	11/30/2018	Cleared	\$46,098.45		reclass cash receipts
112018	11/30/2018	Cleared	\$8,464.00		reclass cash receipts
112018	11/30/2018	Cleared	\$4,953.76		reclass cash receipts
112018	11/30/2018	Cleared	\$10,811.00		reclass cash receipts
112018	11/30/2018	Cleared	\$47,383.99		reclass cash receipts
1120188	11/30/2018	Cleared	\$11,506.00		reclass cash receipts
112018	11/30/2018	Cleared	\$18,204.18		reclass cash receipts
112018	11/30/2018	Cleared	\$29,446.07		reclass cash receipts
112018	11/30/2018	Cleared	\$59,246.58		reclass cash receipts
112018	11/30/2018	Cleared		\$262.54	reclass cash receipts
GL Account Balance Summary					\$312.99

Date: Dec 10, 2018
Time: 11:12:53 CT
User: Tim Mathews

**Meeker Nursing Center
Bank Reconciliation Report
as of 11/30/2018**

Chk. No.	Effective Date	Status	Debit	Credit	Description
		Statement from 11/1/2018 to 11/30/2018	Statement Amount - \$312.99		
		0 transaction(s) outstanding	Outstanding Amount - \$0.00		
		45 transaction(s) cleared	Cleared Amount - \$120.28		
			Cumulative Cleared Amount - \$312.99		
			Statement Difference - \$0.00		

Berkshire Hathaway Homestate Ins Co

NCCI# 12211

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

This information page with "Policy Provisions" completes the below numbered

Insured's Name and Mailing Address - ITEM 1

Marsh Pointe Management, LLC
 3050 Peachtree NW Rd
 Ste 355
 Atlanta, GA 30305-2400

Policy No. MAWC916877

Renewal Or Rewrite Of No. MAWC711408

Agent: TXH04428

AMWINS BROKERAGE OF TEXAS, INC.
 5910 North Central Expressway, Suite 500
 Dallas, TX 75206

Other Workplaces, not shown above:

SEE LOCATION SCHEDULE ATTACHED

Federal Employer I.D. No. 46-4324308

Bureau I.D. No. 913419324

Effective - ITEM2: From: 01/18/2018 To: 01/18/2019 at 12:01 A.M. Standard Time at the insured's mailing address

Form of Business: Individual Partnership Corporation Joint Venture Limited Liability Co. (LLC)

Coverage - ITEM3:

A. Workers compensation Insurance: Part One of the policy applies to the Workers compensation Law of the states listed here.

OK

B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in item 3A. The limits of our liability under Part Two are:

Bodily Injury by Accident	\$1,000,000 Each Accident
Bodily Injury by Disease	\$1,000,000 Policy Limit
Bodily Injury by Disease	\$1,000,000 Each Employee

C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:
 All States Except: ND, OH, WA, WY

D. This policy includes these endorsements and schedules: See Schedule Attached

Premium - ITEM4: The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

Classification	Code No.	Premium Basis Total Estimated Annual Remuneration	Rates Per \$100 of Remuneration	Estimated Annual Premium
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See Schedule Attached

Premium Adjustment Period: Monthly

Total Estimated Annual Premium:

\$ 324,508

EXTENSION OF INFORMATION PAGE

Policy Information Page Schedule

Item 4

Insured Name: Marsh Pointe Management, LLC

Effective Date: 01/18/2018

Expiration Date: 01/18/2019

Policy Number: MAWC916877

Classification	Code No.	Premium Basis Total Estimated Annual Remuneration	Rate Per \$100 Remuneration	Estimated Annual Premium
State Oklahoma				
Effective: 01/18/2018-01/18/2019				
Drivers, Chauffeurs, Messengers and	7380	58,039	7.69	4,463
Salespersons or Collectors--Outside	8742	323,821	.45	1,457
Clerical Employees NOC	8810	1,231,038	.27	3,324
Convalescent or Nursing Home--All E	8829	10,399,096	4.10	426,363
Increased Limits Emp Liability 1000K/1000K/1000K	9812		1.400	6,098
Experience Modification	9898		1.000	0
Schedule Modification	9887		.900	-44,171
Tot Est Standard Premium 01/18/2018-01/18/2019				397,534
Premium Discount	0063		12.035	-47,844
\$10,000 Medical/Indemnity Deductible	9664		8.100%	-28,325
Minimum Premium \$750				
Tot Est Standard Premium for Oklahoma				321,365

EXTENSION OF INFORMATION PAGE

Policy Information Page Schedule

Item 4

Insured Name: Marsh Pointe Management, LLC

Effective Date: 01/18/2018

Expiration Date: 01/18/2019

Policy Number: MAWC916877

Policy Totals

Total Estimated Premium for Oklahoma	321,365
Expense Constant	140
Terrorism OK 9740 0.0083 12,011,994	997
Catastrophe 9741 0.0167 12,011,994	2,006
Total Estimated Annual Premium	324,508
Total Estimated Cost for MAWC916877	324,508

EXTENSION OF INFORMATION PAGE

Schedule of Named Insured

Item 1

Insured Name: Marsh Pointe Management, LLC

Effective Date: 01/18/2018

Expiration Date: 01/18/2019

Policy No. MAWC916877

Named Insured

FEIN

Oak Lake, LLC	27-2041977
Ban NH, LLC	27-2042109
Senior NH, LLC	27-2041856
Living Center, LLC	27-2042017
Kenmetal LLC	27-2042065
Meeker North Dawson Nursing, LLC	35-2425455
MCL Nursing, LLC	32-0357141
Harrah Whites Meadow Nursing, LLC	30-0704010

EXTENSION OF INFORMATION PAGE

Locations Schedule

Item 1

Insured Name: Marsh Pointe Management, LLC

Effective Date: 01/18/2018

Expiration Date: 01/18/2019

Policy No. MAWC916877

Mailing Address: Marsh Pointe Management, LLC
3050 Peachtree NW Rd
Ste 355
Atlanta, GA 30305-2400

- 2 103 Harber Road , Grove, OK 74345 (01/18/2018 - 01/18/2019)
- 3 1400 South Main Street , Grove, OK 74344 (01/18/2018 - 01/18/2019)
- 4 410 North 30th Street , Enid, OK 73701 (01/18/2018 - 01/18/2019)
- 5 1409 North 17th Street , Enid, OK 73701 (01/18/2018 - 01/18/2019)
- 6 502 West Pine Avenue , Enid, OK 73701 (01/18/2018 - 01/18/2019)
- 7 500 North Dawson Street , Meeker, OK 74855 (01/18/2018 - 01/18/2019)
- 8 701 South 8th Street , Meeker, OK 74855 (01/18/2018 - 01/18/2019)
- 9 2400 Whites Meadow Road , Harrah, OK 73045 (01/18/2018 - 01/18/2019)
- 10 900 East Ridge Drive , Tahlequah, OK 74464 (01/18/2018 - 01/18/2019)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

PremPayTable

Premium Payment Table

Insured Name: Marsh Pointe Management, LLC
Effective Date: 01/18/2018
Expiration Date: 01/18/2019 Policy No. MAWC916877

Policy Term	Due Date	Premium
01/18/2018 - 01/18/2019 Initial Deposit	02/01/2018	\$32,450.80
		\$32,450.80

Insured Payment Plan - Monthly Payroll Reporting

KINSALE INSURANCE COMPANY
 2221 Edward Holland Drive, Suite 600
 Richmond, Virginia 23230

DECLARATIONS - ALLIED HEALTH GENERAL LIABILITY - OCCURRENCE

Policy Number: 0100017671-4
Producer Number: 10513
Name and Address: AmWINS Brokerage - Newtown, PA
 12 Terry Drive
 Newtown, PA 18940

NAMED INSURED:	Marsh Pointe Management LLC BAN NH LLC; Senior NH LLC; KEN METAL LLC; Living Center LLC
MAILING ADDRESS:	3050 Peachtree Street, NW, #355 Atlanta, GA 30305
POLICY PERIOD:	FROM 02/25/2018 TO 02/25/2019 at 12:01 AM at the address of the named insured as shown above.

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

LIMITS OF INSURANCE - General Liability		
Each Occurrence Limit	\$1,000,000	
Damage to Premises Rented to You Limit	\$50,000	Any one premises
Personal Injury Limit	\$1,000,000	Any one person or organization
General Aggregate Limit	\$3,000,000	
Products/Completed Operations Aggregate Limit	Included	

DEDUCTIBLE(S)	
Each Claim Deductible	\$15,000

DESCRIPTION OF BUSINESS	
Description of Operations:	Skilled Nursing Facilities - General Liability Only with Patient/Resident Injury Exclusion (9 Locations, 679 Total Beds)
Business Type:	Limited Liability Co

ALL PREMISES YOU OWN, RENT OR OCCUPY (if different from mailing address)	
LOCATION	ADDRESS OF ALL PREMISES YOU OWN, RENT OR OCCUPY
1	1409 N. 17th St, Enid, OK 73701
2	502 W. Pine Ave, Enid, OK 73701
3	410 N. 30th St, Enid, OK 73701
4	1400 S. Main St, Grove, OK 74344
5	103 West 13th Street, Grove, OK 74344
6	500 North Dawson Street, Meeker, OK 74855
7	701 South 8th Street, Mcloud, OK 74851
8	2400 Whites Meadow Road, Harrah, OK 73045
9	1010 Barnes Street Lonoke, AR 72086

CLASSIFICATION AND PREMIUM				
CLASS CODE	CLASS DESCRIPTION	BASIS OF PREMIUM	EXPOSURE	PREMIUM
44471.07	Long Term Care - GL Only w Patient Injury Exclusion	per Bed	607	\$64,248

TOTAL PREMIUM (MINIMUM AND DEPOSIT):				\$64,248
COMPANY FEE:				\$0
TOTAL PAYABLE AT INCEPTION:				\$64,248

POLICY SUBJECT TO AUDIT:	N	AUDIT PERIOD:	Not Applicable
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FORMS AND ENDORSEMENTS
Refer to ADF4001, SCHEDULE OF FORMS

THESE DECLARATIONS, TOGETHER WITH THE COMMON POLICY CONDITIONS AND COVERAGE FORM(S) AND ANY ENDORSEMENT(S), COMPLETE THE ABOVE NUMBERED POLICY.

This contract is registered and delivered as a surplus line coverage under the Surplus Line Insurance Law O.C.G.A. Chapter 33-5.

Broker Name/Initials: Donald J. Tejeski

Georgia Premium: \$ 64,248.00
 Fees: _____
 Surplus Lines Tax: \$ 2,569.92

POLICY NUMBER: EAF620338-18



COMMON POLICY DECLARATIONS

AXIS SURPLUS INSURANCE COMPANY 111 SOUTH WACKER DRIVE, SUITE 3500 CHICAGO, IL 60606	AMWINS BROKERAGE OF GEORGIA, LLC ONE GRESHAM LANDING STOCKBRIDGE, GA 30281
--	---

NAMED INSURED: <u>Meeker Property Holdings, LLC</u> MAILING ADDRESS: <u>3050 Peachtree Road, Northwest</u> <u>Atlanta, GA 30305</u> POLICY PERIOD: FROM <u>January 09, 2018</u> TO <u>January 09, 2019</u> AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.
--

BUSINESS DESCRIPTION <u>Assisted Living Facilities</u>
--

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.	
	PREMIUM
BOILER AND MACHINERY COVERAGE PART	\$ <u>INCLUDED</u>
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART	\$ _____
COMMERCIAL AUTOMOBILE COVERAGE PART	\$ _____
COMMERCIAL GENERAL LIABILITY COVERAGE PART	\$ _____
COMMERCIAL INLAND MARINE COVERAGE PART	\$ <u>INCLUDED</u>
COMMERCIAL PROPERTY COVERAGE PART	\$ <u>48,306</u>
CRIME AND FIDELITY COVERAGE PART	\$ _____
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART	\$ _____
FARM COVERAGE PART	Georgia Premium: \$ <u>48,306.00</u>
LIQUOR LIABILITY COVERAGE PART	Fees: \$ <u>500.00</u>
POLLUTION LIABILITY COVERAGE PART	Surplus Lines Tax: \$ <u>1,952.24</u>
PROFESSIONAL LIABILITY COVERAGE PART	\$ <u>50,758.24 TOTAL</u>
INSPECTION FEE	\$ _____
INSURED PURCHASED TRIA TERRORISM COVERAGE <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES	\$ _____
TOTAL:	\$ <u>48,306</u>
Premium shown is payable: \$ <u>48,306</u> at inception.	

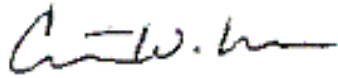
This insurance policy is issued by an approved surplus lines insurer and is not subject to the protection of any guaranty association in the event of liquidation or receivership of the surplus lines insurer.

ES 018 0607

This contract is registered and delivered as a surplus line coverage under the Surplus Line Insurance Law O.C.G.A. Chapter 33-5. Includes copyrighted material of Insurance Services Office, Inc., with its permission.

Broker Name/Initials: Tomas E. Tio

FORMS APPLICABLE TO ALL COVERAGE PARTS (SHOW NUMBERS):	
01	AXIS Surplus Common Policy Declarations Page – ES 018 0607
02	Notice to Policyholder – ES 115 0106
03	State Fraud Statements – LI-FS 001 0715
04	Common Policy Conditions – IL 00 17 11 98
05	Commercial Property Conditions – CP 00 90 07 88
06	Commercial Property Coverage Part Declarations Page – CP DS 00 10 00
07	Building and Personal Property Coverage Form – CP 00 10 10 12
08	Business Income (And Extra Expense) Coverage Form – CP 00 30 10 12
09	Causes of Loss – Special Form – CP 10 30 10 12
10	Commercial Inland Marine Conditions – CM 00 01 09 04
11	Accounts Receivable Coverage Form – CM 00 66 01 13
12	Valuable Papers and Records Coverage Form – CM 00 67 01 13
13	Protective Safeguards – CP 04 11 10 12
14	Sublimit of Liability Endorsement – Endorsement A – AXIS 101 1052 (09-17)
15	Ordinance or Law Coverage – Endorsement B – ES 119 0106
16	Fine Arts – Endorsement C – ES 085 0106
17	Equipment Breakdown Coverage Schedule – Endorsement D – ES 186 1006
18	Equipment Breakdown Coverage – Endorsement E – ES 185 0508
19	Scheduled Limit of Liability Endorsement – Endorsement F – ES 138 0106
20	Mortgagees And/Or Loss Payee – Endorsement G – ES 108 0106
21	Minimum Earned Premium Clause – Percentage – Endorsement H – ES 106 0106
22	Flood Exclusion – Endorsement I – ES 188 0507
23	Commercial Property Exclusion Endorsement – Endorsement J – ES 133 0106
24	Total Exclusion – Electronic Property and Virus – Endorsement K – ES 033 0106
25	Mold, Fungi, Wet or Dry Rot, and Bacteria Exclusion Endorsement – Endorsement L – ES 084 0106
26	Nuclear, Chemical and Biological Exclusion Endorsement – Endorsement M – ES 116 0608
27	Terrorism Exclusion Endorsement – Endorsement N – AXIS TERROR EXCLUSION 01 06
28	Service of Suit Clause – Oklahoma – Endorsement O – SOS-OK (03-11)
29	Oklahoma Changes – Cancellation and Nonrenewal – CXL-CL-OK (07-07)
30	AXIS Surplus Signature Page – ES 020 0607
31	Claim Notice – ES 036 0512

Countersigned:	By:
	
(Date)	(Authorized Representative)

NOTE
 OFFICERS' FACSIMILE SIGNATURES MAY BE INSERTED HERE, ON THE POLICY COVER OR ELSEWHERE AT THE COMPANY'S OPTION.

USI INS SERVICES
4601 TOUCHTON RD 3210
JACKSONVILLE, FL 32246

547172 2588 1 AB 0.408 PGULA03K 013 002588
Named Insured

MARSH POINT MANAGEMENT
3050 PEACHTREE RD, STE 355
ATLANTA, GA 30305



Policy number: 03012893-4

Underwritten by:
Progressive Northern Insurance Co
June 16, 2018
Policy Period: May 4, 2018 - May 4, 2019
Page 1 of 3

Progressiveagent.com

Online Service

Make payments, check billing activity, print policy documents, or check the status of a claim.

1-904-855-0744

USI INS SERVICES

Contact your agent for personalized service.

1-800-444-4487

For customer service if your agent is unavailable or to report a claim.

Commercial Auto Insurance Coverage Summary

This is your Declarations Page

Your coverage has changed

Your coverage began on May 4, 2018 at 12:01 a.m. This policy expires on May 4, 2019 at 12:01 a.m. Standard Time.

This coverage summary replaces your prior one. Your insurance policy and any policy endorsements contain a full explanation of your coverage. The policy limits shown for an auto may not be combined with the limits for the same coverage on another auto, unless the policy contract allows the stacking of limits. The policy contract is form 6912 (06/10). The contract is modified by forms 28520K (06/11), 47570K (11/04), 48520K (02/10), 48810K (06/11) and Z228 (01/11).

The named insured organization type is a corporation.

Policy changes effective June 6, 2018

Premium change: \$1,303.00
Changes: The auto coverage schedule has changed.

The changes shown above will not be effective prior to the time the changes were requested.

Outline of coverage

Policy level coverage	Limits	Deductible	Premium
Uninsured/Underinsured Motorist	\$1,000,000 combined single limit		\$494
Total policy level coverage			\$494
Summary level coverage	Limits	Deductible	Premium
Liability To Others			\$5,900
Bodily Injury and Property Damage Liability	\$1,000,000 combined single limit		
Medical Payments	\$5,000 each person		177
Comprehensive			599
See Auto Coverage Schedule	Limit of liability less deductible		988
Collision			
See Auto Coverage Schedule	Limit of liability less deductible		
Total summary of coverage			\$7,664
Total 12 month policy premium			\$8,158

Rated drivers

1. CHRISTOPHER LEWIS
2. PATRICK STEELE
3. BARBARA JOHNSON
4. JORGE RODRIGUEZ
5. ANDREA C PIGGIE
6. JENNIFER N WHITEHEAD
7. SUSAN D DECKER
8. GWYN A GILKESON
9. DEMETRIO GUTERREZ
10. CHERYL NICHOLS
11. CRYSTAL REEVE
12. JASMINE LOKGAN
13. TIMOTHY TAYLOR
14. AMBER NAKVINDA

Auto coverage schedule

1. 2001 Nissan Quest		Actual Cash Value (plus \$2,000.00 Permanently Attached Equip)	
VIN: 4N2ZN17T81D812197		Garaging Zip Code: 74855	
Radius: 50			
Liability Premium	Liability	Med Pay	
\$1,263	\$1,093	\$39	
Physical Damage Premium	Comp Deductible	Comp Premium	Collision Deductible
\$1,000	\$1,000	\$86	\$1,000
			Collision Premium
			\$349
			Auto Total
			\$1,737
2. 2002 Ford Econo/Club Wgn		Actual Cash Value (plus \$2,000.00 Permanently Attached Equip)	
VIN: 1FBSS31S92HA34841		Garaging Zip Code: 74851	
Radius: 50			
Liability Premium	Liability	Med Pay	
\$1,093	\$1,093	\$39	
Physical Damage Premium	Comp Deductible	Comp Premium	Collision Deductible
\$1,000	\$1,000	\$120	\$1,000
			Collision Premium
			\$137
			Auto Total
			\$1,389
3. 2006 Ford Econo/Club Wgn		Actual Cash Value (plus \$2,000.00 Permanently Attached Equip)	
VIN: 1FTSS34L46HB04493		Garaging Zip Code: 73045	
Radius: 50			
Liability Premium	Liability	Med Pay	
\$1,496	\$1,496	\$51	
Physical Damage Premium	Comp Deductible	Comp Premium	Collision Deductible
\$1,000	\$1,000	\$154	\$1,000
			Collision Premium
			\$156
			Auto Total
			\$1,857

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4. **2005 Chev Venture** Stated Amount: *\$13,000 (including Permanently Attached Equip)
 VIN: 1GBDV13E35D131704 Garaging Zip Code: 73701 Radius: 50

Liability Premium	Liability	\$743				
Physical Damage Premium	Comp Deductible	\$1,000	Comp Premium	\$108	Collision Deductible	\$1,000
					Collision Premium	\$181
					Auto Total	\$1,032

5. **2009 Dodge Grand Caravan** Stated Amount: *\$11,000 (including Permanently Attached Equip)
 VIN: 2D8HN44E29R526099 Garaging Zip Code: 74855 Radius: 50

Liability Premium	Liability	\$1,305	Med Pay	\$48		
Physical Damage Premium	Comp Deductible	\$500	Comp Premium	\$131	Collision Deductible	\$1,000
					Collision Premium	\$165
					Auto Total	\$1,649

*A vehicle's stated amount should indicate its current retail value, including any special or permanently attached equipment. In the event of a total loss, the maximum amount payable is the lesser of the Stated Amount or Actual Cash Value, less deductible. Be sure to check stated amount at every renewal in order to receive the best value from your Progressive Commercial Auto policy.

Premium discounts

Policy: 03012893-4 Business Experience and Paid In Full
 Driver: DEMETRIO GUTIERREZ Defensive Driver

Loss Payee information

1. Loss Payee: Auto 5 TCF EQUIPMENT & FINA
 11100 WAYZATA BLVD # HOPKINS, MN 55305
 2009 Dodge Grand Caravan (2D8HN44E29R526099)

Agent countersignature

Mark Pant

Company officers

DE A. Adams
 Secretary

Meeker North Dawson Nursing, LLC
Projections

	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19
	1	2	3	4	5	6	7	8	9	10	11	12
Cash Beginning Balance	\$ 40,436	\$ 46,066	\$ 62,021	\$ 77,975	\$ 50,231	\$ 58,646	\$ 67,060	\$ 58,816	\$ 67,230	\$ 75,644	\$ 67,400	\$ 75,814
Medicaid/Private Medicare	251,354	251,354	251,354	251,354	251,354	251,354	251,354	251,354	251,354	251,354	251,354	251,354
Receipt from Affiliate	-	-	-	-	-	-	-	-	-	-	-	-
Receipts	251,354	251,354	251,354	251,354	251,354	251,354	251,354	251,354	251,354	251,354	251,354	251,354
Payroll	97,991	97,991	97,991	97,991	97,991	97,991	97,991	97,991	97,991	97,991	97,991	97,991
Payroll Taxes	27,397	27,397	27,397	27,397	27,397	27,397	27,397	27,397	27,397	27,397	27,397	27,397
Accounting Fee	5,027	5,027	5,027	5,027	5,027	5,027	5,027	5,027	5,027	5,027	5,027	5,027
Bank Service Charges	600	600	600	600	600	600	600	600	600	600	600	600
Provider Fees - Ok	15,800	15,800	15,800	15,800	15,800	15,800	15,800	15,800	15,800	15,800	15,800	15,800
Computer IT	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000
Food	13,255	13,255	13,255	13,255	13,255	13,255	13,255	13,255	13,255	13,255	13,255	13,255
Insurance including EE benefits	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000
Rent	22,334	22,334	22,334	22,334	22,334	22,334	22,334	22,334	22,334	22,334	22,334	22,334
Real Estate Taxes	-	-	-	19,500	-	-	-	-	-	-	-	-
Other Operating Costs	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000
Pharmacy	10,106	10,106	10,106	10,106	10,106	10,106	10,106	10,106	10,106	10,106	10,106	10,106
Rehabilitation Services	129	129	129	129	129	129	129	129	129	129	129	129
Physical Services (capex & maint)	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
Supplies (medical & office)	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000
Utilities inc phone	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000
Management Fees	-	-	-	7,541	7,541	7,541	7,541	7,541	7,541	7,541	7,541	7,541
US Trustee Fees	-	-	-	-	-	-	-	-	-	-	-	-
Professional Fees (Bankruptcy)	-	-	-	-	-	-	-	-	-	-	-	-
Unsecured Convenience Claims	10,325	-	-	-	-	-	-	-	-	-	-	-
Priority Creditor Plan Payout	11,759	11,759	11,759	11,759	11,759	11,759	11,759	11,759	11,759	11,759	11,759	11,759
Unsecured Creditor Plan Payout	-	-	-	16,658	-	-	16,658	-	-	16,658	-	-
Expenses	245,724	235,399	235,399	279,098	242,940	242,940	259,598	242,940	242,940	259,598	242,940	242,940
Change	5,630	15,955	15,955	(27,744)	8,414	8,414	(8,244)	8,414	8,414	(8,244)	8,414	8,414
Ending Cash Balance	\$ 46,066	\$ 62,021	\$ 77,975	\$ 50,231	\$ 58,646	\$ 67,060	\$ 58,816	\$ 67,230	\$ 75,644	\$ 67,400	\$ 75,814	\$ 84,228

Meeker North Dawson Nursing, LLC
Projections

	Jan-20 13	Feb-20 14	Mar-20 15	Apr-20 16	May-20 17	Jun-20 18	Jul-20 19	Aug-20 20	Sep-20 21	Oct-20 22	Nov-20 23	Dec-20 24
Cash Beginning Balance	\$ 84,228	\$ 75,984	\$ 84,399	\$ 92,813	\$ 64,869	\$ 73,283	\$ 81,697	\$ 73,453	\$ 81,867	\$ 90,281	\$ 82,037	\$ 90,451
Medicaid/Private Medicare	251,354	251,354	251,354	251,354	251,354	251,354	251,354	251,354	251,354	251,354	251,354	251,354
Receipt from Affiliate Receipts	-	-	-	-	-	-	-	-	-	-	-	-
	251,354	251,354	251,354	251,354	251,354	251,354	251,354	251,354	251,354	251,354	251,354	251,354
Payroll	97,991	97,991	97,991	97,991	97,991	97,991	97,991	97,991	97,991	97,991	97,991	97,991
Payroll Taxes	27,397	27,397	27,397	27,397	27,397	27,397	27,397	27,397	27,397	27,397	27,397	27,397
Accounting Fee	5,027	5,027	5,027	5,027	5,027	5,027	5,027	5,027	5,027	5,027	5,027	5,027
Bank Service Charges	600	600	600	600	600	600	600	600	600	600	600	600
Provider Fees - Ok	15,800	15,800	15,800	15,800	15,800	15,800	15,800	15,800	15,800	15,800	15,800	15,800
Computer IT	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000
Food	13,255	13,255	13,255	13,255	13,255	13,255	13,255	13,255	13,255	13,255	13,255	13,255
Insurance including EE benefits	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000
Rent	22,334	22,334	22,334	22,334	22,334	22,334	22,334	22,334	22,334	22,334	22,334	22,334
Real Estate Taxes	-	-	-	19,700	-	-	-	-	-	-	-	-
Other Operating Costs	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000
Pharmacy	10,106	10,106	10,106	10,106	10,106	10,106	10,106	10,106	10,106	10,106	10,106	10,106
Rehabilitation Services	129	129	129	129	129	129	129	129	129	129	129	129
Physical Services (capex & maint)	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
Supplies (medical & office)	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000
Utilities inc phone	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000
Management Fees	7,541	7,541	7,541	7,541	7,541	7,541	7,541	7,541	7,541	7,541	7,541	7,541
US Trustee Fees	-	-	-	-	-	-	-	-	-	-	-	-
Professional Fees (Bankruptcy)	-	-	-	-	-	-	-	-	-	-	-	-
Unsecured Convenience Claims	-	-	-	-	-	-	-	-	-	-	-	-
Priority Creditor Plan Payout	11,759	11,759	11,759	11,759	11,759	11,759	11,759	11,759	11,759	11,759	11,759	11,759
Unsecured Creditor Plan Payout	16,658	-	-	16,658	-	-	16,658	-	-	16,658	-	-
Expenses	259,598	242,940	242,940	279,298	242,940	242,940	259,598	242,940	242,940	259,598	242,940	242,940
Change	(8,244)	8,414	8,414	(27,944)	8,414	8,414	(8,244)	8,414	8,414	(8,244)	8,414	8,414
Ending Cash Balance	\$ 75,984	\$ 84,399	\$ 92,813	\$ 64,869	\$ 73,283	\$ 81,697	\$ 73,453	\$ 81,867	\$ 90,281	\$ 82,037	\$ 90,451	\$ 98,866

	Jan-21 25	Feb-21 26	Mar-21 27	Apr-21 28	May-21 29	Jun-21 30	Jul-21 31	Aug-21 32	Sep-21 33	Oct-21 34	Nov-21 35	Dec-21 36
Cash Beginning Balance	\$ 98,866	\$ 90,622	\$ 99,036	\$ 107,450	\$ 79,506	\$ 87,920	\$ 96,334	\$ 88,090	\$ 96,504	\$ 104,919	\$ 96,675	\$ 105,089
Medicaid/Private Medicare	251,354	251,354	251,354	251,354	251,354	251,354	251,354	251,354	251,354	251,354	251,354	251,354
Receipt from Affiliate	-	-	-	-	-	-	-	-	-	-	-	-
Receipts	251,354	251,354	251,354	251,354	251,354	251,354	251,354	251,354	251,354	251,354	251,354	251,354
Payroll	97,991	97,991	97,991	97,991	97,991	97,991	97,991	97,991	97,991	97,991	97,991	97,991
Payroll Taxes	27,397	27,397	27,397	27,397	27,397	27,397	27,397	27,397	27,397	27,397	27,397	27,397
Accounting Fee	5,027	5,027	5,027	5,027	5,027	5,027	5,027	5,027	5,027	5,027	5,027	5,027
Bank Service Charges	600	600	600	600	600	600	600	600	600	600	600	600
Provider Fees - Ok	15,800	15,800	15,800	15,800	15,800	15,800	15,800	15,800	15,800	15,800	15,800	15,800
Computer IT	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000
Food	13,255	13,255	13,255	13,255	13,255	13,255	13,255	13,255	13,255	13,255	13,255	13,255
Insurance including EE benefits	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000
Rent	22,334	22,334	22,334	22,334	22,334	22,334	22,334	22,334	22,334	22,334	22,334	22,334
Real Estate Taxes	-	-	-	19,700	-	-	-	-	-	-	-	-
Other Operating Costs	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000
Pharmacy	10,106	10,106	10,106	10,106	10,106	10,106	10,106	10,106	10,106	10,106	10,106	10,106
Rehabilitation Services	129	129	129	129	129	129	129	129	129	129	129	129
Physical Services (capex & maint)	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
Supplies (medical & office)	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000
Utilities inc phone	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000
Management Fees	7,541	7,541	7,541	7,541	7,541	7,541	7,541	7,541	7,541	7,541	7,541	7,541
US Trustee Fees	-	-	-	-	-	-	-	-	-	-	-	-
Professional Fees (Bankruptcy)	-	-	-	-	-	-	-	-	-	-	-	-
Unsecured Convenience Claims	-	-	-	-	-	-	-	-	-	-	-	-
Priority Creditor Plan Payout	11,759	11,759	11,759	11,759	11,759	11,759	11,759	11,759	11,759	11,759	11,759	11,759
Unsecured Creditor Plan Payout	16,658	-	-	16,658	-	-	16,658	-	-	16,658	-	-
Expenses	259,598	242,940	242,940	279,298	242,940	242,940	259,598	242,940	242,940	259,598	242,940	242,940
Change	(8,244)	8,414	8,414	(27,944)	8,414	8,414	(8,244)	8,414	8,414	(8,244)	8,414	8,414
Ending Cash Balance	\$ 90,622	\$ 99,036	\$ 107,450	\$ 79,506	\$ 87,920	\$ 96,334	\$ 88,090	\$ 96,504	\$ 104,919	\$ 96,675	\$ 105,089	\$ 113,503

Meeker North Dawson Nursing, LLC
Projections

	Jan-22 37	Feb-22 38	Mar-22 39	Apr-22 40	May-22 41	Jun-22 42	Jul-22 43	Aug-22 44	Sep-22 45	Oct-22 46	Nov-22 47	Dec-22 48
Cash Beginning Balance	\$113,503	\$105,259	\$113,673	\$122,087	\$ 94,143	\$102,557	\$110,972	\$102,727	\$111,142	\$119,556	\$111,312	\$119,726
Medicaid/Private Medicare	251,354	251,354	251,354	251,354	251,354	251,354	251,354	251,354	251,354	251,354	251,354	251,354
Receipt from Affiliate Receipts	-	-	-	-	-	-	-	-	-	-	-	-
	251,354	251,354	251,354	251,354	251,354	251,354	251,354	251,354	251,354	251,354	251,354	251,354
Payroll	97,991	97,991	97,991	97,991	97,991	97,991	97,991	97,991	97,991	97,991	97,991	97,991
Payroll Taxes	27,397	27,397	27,397	27,397	27,397	27,397	27,397	27,397	27,397	27,397	27,397	27,397
Accounting Fee	5,027	5,027	5,027	5,027	5,027	5,027	5,027	5,027	5,027	5,027	5,027	5,027
Bank Service Charges	600	600	600	600	600	600	600	600	600	600	600	600
Provider Fees - Ok	15,800	15,800	15,800	15,800	15,800	15,800	15,800	15,800	15,800	15,800	15,800	15,800
Computer IT	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000
Food	13,255	13,255	13,255	13,255	13,255	13,255	13,255	13,255	13,255	13,255	13,255	13,255
Insurance including EE benefits	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000
Rent	22,334	22,334	22,334	22,334	22,334	22,334	22,334	22,334	22,334	22,334	22,334	22,334
Real Estate Taxes	-	-	-	19,700	-	-	-	-	-	-	-	-
Other Operating Costs	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000
Pharmacy	10,106	10,106	10,106	10,106	10,106	10,106	10,106	10,106	10,106	10,106	10,106	10,106
Rehabilitation Services	129	129	129	129	129	129	129	129	129	129	129	129
Physical Services (capex & maint)	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
Supplies (medical & office)	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000
Utilities inc phone	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000
Management Fees	7,541	7,541	7,541	7,541	7,541	7,541	7,541	7,541	7,541	7,541	7,541	7,541
US Trustee Fees	-	-	-	-	-	-	-	-	-	-	-	-
Professional Fees (Bankruptcy)	-	-	-	-	-	-	-	-	-	-	-	-
Unsecured Convenience Claims	-	-	-	-	-	-	-	-	-	-	-	-
Priority Creditor Plan Payout	11,759	11,759	11,759	11,759	11,759	11,759	11,759	11,759	11,759	11,759	11,759	11,759
Unsecured Creditor Plan Payout	16,658	-	-	16,658	-	-	16,658	-	-	16,658	-	-
Expenses	259,598	242,940	242,940	279,298	242,940	242,940	259,598	242,940	242,940	259,598	242,940	242,940
Change	(8,244)	8,414	8,414	(27,944)	8,414	8,414	(8,244)	8,414	8,414	(8,244)	8,414	8,414
Ending Cash Balance	\$105,259	\$113,673	\$122,087	\$ 94,143	\$102,557	\$110,972	\$102,727	\$111,142	\$119,556	\$111,312	\$119,726	\$128,140

	Jan-23 49	Feb-23 50	Mar-23 51	Apr-23 52	May-23 53	Jun-23 54	Jul-23 55	Aug-23 56	Sep-23 57	Oct-23 58	Nov-23 59	Dec-23 60
Cash Beginning Balance	\$128,140	\$119,896	\$128,310	\$136,724	\$128,480	\$148,654	\$168,827	\$172,342	\$192,515	\$194,688	\$198,203	\$ 218,376
Medicaid/Private Medicare	251,354	251,354	251,354	251,354	251,354	251,354	251,354	251,354	251,354	251,354	251,354	251,354
Receipt from Affiliate Receipts	-	-	-	-	-	-	-	-	-	-	-	-
	251,354	251,354	251,354	251,354	251,354	251,354	251,354	251,354	251,354	251,354	251,354	251,354
Payroll	97,991	97,991	97,991	97,991	97,991	97,991	97,991	97,991	97,991	97,991	97,991	97,991
Payroll Taxes	27,397	27,397	27,397	27,397	27,397	27,397	27,397	27,397	27,397	27,397	27,397	27,397
Accounting Fee	5,027	5,027	5,027	5,027	5,027	5,027	5,027	5,027	5,027	5,027	5,027	5,027
Bank Service Charges	600	600	600	600	600	600	600	600	600	600	600	600
Provider Fees - Ok	15,800	15,800	15,800	15,800	15,800	15,800	15,800	15,800	15,800	15,800	15,800	15,800
Computer IT	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000
Food	13,255	13,255	13,255	13,255	13,255	13,255	13,255	13,255	13,255	13,255	13,255	13,255
Insurance including EE benefits	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000
Rent	22,334	22,334	22,334	22,334	22,334	22,334	22,334	22,334	22,334	22,334	22,334	22,334
Real Estate Taxes	-	-	-	-	-	-	-	-	18,000	-	-	-
Other Operating Costs	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000
Pharmacy	10,106	10,106	10,106	10,106	10,106	10,106	10,106	10,106	10,106	10,106	10,106	10,106
Rehabilitation Services	129	129	129	129	129	129	129	129	129	129	129	129
Physical Services (capex & maint)	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
Supplies (medical & office)	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000
Utilities inc phone	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000
Management Fees	7,541	7,541	7,541	7,541	7,541	7,541	7,541	7,541	7,541	7,541	7,541	7,541
US Trustee Fees	-	-	-	-	-	-	-	-	-	-	-	-
Professional Fees (Bankruptcy)	-	-	-	-	-	-	-	-	-	-	-	-
Unsecured Convenience Claims	-	-	-	-	-	-	-	-	-	-	-	-
Priority Creditor Plan Payout	11,759	11,759	11,759	11,759	-	-	-	-	-	-	-	-
Unsecured Creditor Plan Payout	16,658	-	-	16,658	-	-	16,658	-	-	16,658	-	-
Expenses	259,598	242,940	242,940	259,598	231,181	231,181	247,839	231,181	249,181	247,839	231,181	231,181
Change	(8,244)	8,414	8,414	(8,244)	20,173	20,173	3,515	20,173	2,173	3,515	20,173	20,173
Ending Cash Balance	\$119,896	\$128,310	\$136,724	\$128,480	\$148,654	\$168,827	\$172,342	\$192,515	\$194,688	\$198,203	\$218,376	\$ 238,549

Meeker North Dawson Nursing, LLC
Projections

	YR 1	YR 2	YR 3	YR 4	YR 5
	1-12	13-24	25-36	37-48	49-60
Cash Beginning Balance	\$ 40,436	\$ 84,228	\$ 98,866	\$ 113,503	\$ 128,140
Medicaid/Private Medicare	3,016,246	3,016,246	3,016,246	3,016,246	3,016,246
Receipt from Affiliate Receipts	-	-	-	-	-
	<u>3,016,246</u>	<u>3,016,246</u>	<u>3,016,246</u>	<u>3,016,246</u>	<u>3,016,246</u>
Payroll	1,175,895	1,175,895	1,175,895	1,175,895	1,175,895
Payroll Taxes	328,766	328,766	328,766	328,766	328,766
Accounting Fee	60,325	60,325	60,325	60,325	60,325
Bank Service Charges	7,200	7,200	7,200	7,200	7,200
Provider Fees - Ok	189,600	189,600	189,600	189,600	189,600
Computer IT	36,000	36,000	36,000	36,000	36,000
Food	159,061	159,061	159,061	159,061	159,061
Insurance including EE benefits	60,000	60,000	60,000	60,000	60,000
Rent	268,008	268,008	268,008	268,008	268,008
Real Estate Taxes	19,500	19,700	19,700	19,700	18,000
Other Operating Costs	144,000	144,000	144,000	144,000	144,000
Pharmacy	121,277	121,277	121,277	121,277	121,277
Rehabilitation Services	1,548	1,548	1,548	1,548	1,548
Physical Services (capex & maint)	12,000	12,000	12,000	12,000	12,000
Supplies (medical & office)	24,000	24,000	24,000	24,000	24,000
Utilities inc phone	96,000	96,000	96,000	96,000	96,000
Management Fees	67,866	90,487	90,487	90,487	90,487
US Trustee Fees	-	-	-	-	-
Professional Fees (Bankruptcy)	-	-	-	-	-
Unsecured Convenience Claims	10,325	-	-	-	-
Priority Creditor Plan Payout	141,108	141,108	141,108	141,108	47,036
Unsecured Creditor Plan Payout	49,975	66,633	66,633	66,633	66,633
Expenses	<u>2,972,453</u>	<u>3,001,608</u>	<u>3,001,608</u>	<u>3,001,608</u>	<u>2,905,837</u>
Change	43,793	14,637	14,637	14,637	110,409
Ending Cash Balance	<u>\$ 84,228</u>	<u>\$ 98,866</u>	<u>\$ 113,503</u>	<u>\$ 128,140</u>	<u>\$ 238,549</u>

EXHIBIT "D"

CHAPTER 7 LIQUIDATION ANALYSIS OF DISTRIBUTION OF MEEKER

ASSETS FOR LIQUIDATION

1	Facility Lease and related licenses	\$300,000.00
2	Accounts Receivable as of September 30, 2018	\$175,919.00
3	Office equipment, computers and fixtures	\$21,356.00
4	Machinery and equipment	\$46,452.00
5	Intercompany receivables	\$497,352.00
	TOTAL PROCEEDS	\$1,041,079.00

LIABILITIES

1	Secured Creditor	\$1,785,749.00
2	Priority Creditors-Oklahoma Tax Commission	\$32,688.51
3	Priority Creditors -IRS	\$365,818.21
4	Priority Creditors - Lincoln County Tax Treasurer	\$42,086.53
5	General Unsecured Creditor- (excluding objectionable claims)	\$409,637.07
6	Unsecured Convenience Class Claims	\$10,300.00
	TOTAL LIABILITIES	\$2,646,279.32

AVAILABLE FUNDS FOR DISTRIBUTION TO UNSECURED CREDITORS: \$0.00