

UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF NEW YORK

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In re:

TLC HEALTH NETWORK,

Debtor.

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Case No. 1-13-13294-CLB

Chapter 11

**TWENTIETH AMENDED FINAL ORDER GRANTING MOTION:  
(I) AUTHORIZING THE DEBTOR TO INCUR POST-PETITION  
SECURED SUPER-PRIORITY INDEBTEDNESS PURSUANT TO  
SECTIONS 105(a), 362, AND 364(c)(1) AND (2); (II) MODIFYING  
THE AUTOMATIC STAY AND (III) AUTHORIZING USE OF  
CASH COLLATERAL**

The above-captioned debtor, TLC Health Network, debtor in possession in the above captioned case (“TLC” or the “Debtor”), having filed on December 16, 2013 its motion for the entry of Interim and Final Orders, pursuant to sections 105(a), 362, 363(c), and 364(c)(1) and (2) of the United States Bankruptcy Code (the “Bankruptcy Code”), (I) authorizing the Debtor to incur certain post-petition indebtedness on a secured and super-priority basis from Brooks Memorial Hospital (“Brooks” or “Lender”), (II) modifying the automatic stay, (III) authorizing use of cash collateral in which Brooks, Community Bank, N.A. (“Community”), UPMC, and the Dormitory Authority of the State of New York (“Authority”) (Brooks, Community, UPMC, and the Authority are referred to collectively as the “Secured Creditors”) have an interest, pursuant to sections 361, 362, and 363 of the Bankruptcy Code and Federal Rule of Bankruptcy Procedure (the “FRBP”) 4001, and (IV) scheduling a final hearing pursuant to FRBP 4001(b) and 4001(c) (the “Motion”); and

The Debtor having filed the Declaration of the Chairman of the Board of the

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Debtor, Timothy J. Cooper, which explained that the Debtor has an immediate need for financing to enable the Debtor to continue to wind down its operations and market and sell the certain real and personal property and avoid immediate and irreparable harm to the Debtor's estate; and



On March 4, 2014, the Court entered ~~an~~<sup>A</sup> Final Order Granting Motion: (i) Authorizing the Debtor to Incur Post-Petition Secured Super-Priority Indebtedness Pursuant to Sections 105(a), 362, and 364(c)(1) and (2); (ii) Modifying the Automatic Stay (iii) Authorizing use of Cash Collateral; and (iv) Scheduling a Final Hearing Pursuant to Bankruptcy Rules 4001(b) and 4001(c) [Docket No. 239] (the "Final Order"); and

The Nineteenth Amended Final Order authorizing the Debtor's usage of Cash Collateral in which the Secured Creditors asserts liens and/or security interests expired as of May 15, 2017; and

The Debtor, the Secured Creditors, and the Committee now desire to amend the Nineteenth Amended Final Order prior to its expiration in certain respects on the terms and conditions set forth below; and after the deliberation, and for good and sufficient cause appearing therefor:

NOW, THEREFORE, it is hereby stipulated and agreed by and between the Debtor, the Secured Creditors and the Committee, through their undersigned counsel, the parties amend the Nineteenth Amended Final Order and otherwise agree as follows:

- Use of Funds. The Debtor is authorized to use Cash Collateral and incur Indebtedness through **June 5, 2017** unless prior to that date, it files a Plan and

Disclosure Statement, in which case it shall be authorized to use Cash Collateral and incur Indebtedness through the date set for the hearing to consider approval of the Disclosure Statement (as specified below), in an aggregate amount equal to the amounts in the Revised Budget annexed hereto as Schedule 1 with a variance of 7% per line item permitted; provided that such use shall be exclusively in the ordinary course of the Debtor's business and only for those items set out in the Revised Budget. The Debtor and the Secured Creditors may mutually agree to amend the Revised Budget at any time without further Court order. If the Debtor and Secured Creditors cannot agree to amend the Revised Budget, the Debtor or Secured Creditors may bring the dispute to the Court for resolution on not less than seven business days' notice. Notwithstanding this authorization, the Debtor shall not use Cash Collateral for the payment or satisfaction of any expense that will result in the Debtor spending more than 107% of any line item amount budgeted for such period. The Debtor's authority to use Cash Collateral shall terminate on the earliest to occur of:

- **June 5, 2017**, unless prior to that date, it files a Plan and Disclosure Statement, in which case the termination date shall be the date set for the hearing on approval of the Disclosure Statement, unless otherwise unless otherwise extended by Court order;

- the failure to comply with the terms of this Twentieth Amended Final Order;

- a sale or refinancing of substantially all of its assets is proposed by the Debtor without the written consent of Brooks that would not indefeasibly pay the Indebtedness in full in cash;

- any other motion is filed by the Debtor for any relief directly or indirectly affecting the Collateral in a material adverse manner unless all Indebtedness have been indefeasibly paid in full in cash, and completely satisfied upon consummation of the transaction contemplated thereby;

- the Debtor's failure to propose a plan of reorganization or

liquidation acceptable to Brooks in all respects, in their sole and absolute discretion, on or before **June 5, 2017**;

- the entry by this Court of an order reversing, amending, supplementing, staying, vacating or otherwise modifying the terms of this Order without the written consent of Brooks;

- sale, pledge, assignment or hypothecation of all or substantially all of the Collateral;

- the conversion of the Debtor's bankruptcy case to a case under Chapter 7 of the Bankruptcy Code;

- the appointment of a trustee or examiner or other representative with expanded powers for the Debtor, or

- the occurrence of the effective date or consummation of a plan of reorganization.

- At the request of the Debtor or the Committee, Brooks, and UPMC may agree to extend, modify or waive each of the dates set forth in this paragraph, in Brook's and UPMC's sole discretion; provided however, that in order to be effective, any such extension, modification or waiver must be done in writing and signed by Brooks or UPMC as applicable or their respective attorneys prior to the expiration of the original and applicable date set forth above.

- Maturity Date.

- The availability of the Facility shall immediately and automatically terminate, and the Indebtedness, together with any then outstanding interest, fees, costs, expenses or other amounts payable in connection therewith or under this Order, shall be immediately due and payable in full upon the earliest to occur of the following:

- June 5, 2017;

Amended Final Order; or

- sale of all or substantially all of the Collateral;
- the failure to comply with the terms of this Twentieth

Documents.

- a post-petition default under the terms of the Loan

- Notwithstanding any termination of availability or any amounts becoming due and payable pursuant to subparagraph (a) hereof, the rights and obligations of the Debtor and the rights, claims, security interests, liens, and priorities of Brooks and UPMC with respect to all transactions which occurred prior to the occurrence of such termination or maturity shall remain unimpaired and unaffected by any such termination or maturity and shall survive any such termination or maturity.

- The Debtor shall make adequate protection payments to Brooks and UPMC in the amount of \$5,000 each, on or before the 15<sup>th</sup> day June 2017, and each month that this order may be extended pursuant to paragraph 1 above, from the money in the administrative reserve fund being held in escrow by the Debtor's attorneys. All parties rights with respect to the application of the adequate protection payments are reserved, and the payments shall be subject to the remedy of disgorgement if the Committee's claims against the Secured Lenders are commenced and successfully litigated, and if such disgorgement is compelled by final order of the Court.

- For each month that payments are made to the Secured Lenders in accordance with the paragraph above, the Debtor shall deposit the amount of \$25,000 into an escrow account (the "Escrow Account") held by its counsel, to be distributed upon further order of the Court, on notice to the Secured Creditors. The payments to fund this

Escrow Account shall be made from cash collateral of the Secured Creditors, and the Committee, Debtor, Brooks, and UPMC hereby agree that the Escrow Account shall be subject to the duly perfected security interests of the Secured Creditors pending further consensual agreement of the Parties, Court Order authorizing the Debtor to use the funds in the Escrow Account, or a final Court Order determining the security interests of the Secured Creditors in the Debtor's property are invalid. Brooks and UPMC are not required to take any additional steps to perfect their security interest in the funds held in the Escrow Account.

- The Debtor and the Committee agree to: (a) keep Brooks apprised of and included in the negotiations surrounding and leading up to a refinancing or Sale Transaction, (b) agree, subject to the consent of the prospective bidders or investors, to allow representatives of Brooks to participate in calls or meetings, as applicable, with prospective bidders or investors, at the request of Brooks, and (c) shall share letters of intent, offers, draft agreements with Brooks throughout the refinancing or Sale Transaction process.

- The Cash Collateral and the Collateral may not be used in connection with (i) opposing, preventing, hindering or delaying the Lender's enforcement or realization upon any of the Collateral once an Event of Default (as defined in this Final Order or the Loan Documents) has occurred, so long as such Event of Default has not been cured or waived; (ii) using or seeking to use any insurance proceeds constituting the Collateral without the prior written consent of the Secured Creditors; (iii) objecting to or challenging the claims, liens, security interests or the Collateral granted to the Secured

Creditors pursuant to the Final Order; (iv) asserting, commencing or prosecuting any claims or causes of action, including without limitation, any actions under Chapter 5 of the Bankruptcy Code, against the Secured Creditors or any of their respective affiliates, agents, attorneys, advisors, professionals, officers, directors and employees; and (v) prosecuting an objection to, or contesting in any manner, or raising any defense to, the validity, extent, amount, perfection, priority, or enforceability of any of the claims of the Secured Creditors, the liens granted pursuant to the Loan Documents and the Final Order or any other rights or interests of the Secured Creditors under the Loan Documents or the Final Order.


- Except as expressly modified by this Twentieth Amended Final Order all of the terms and conditions of the Final Order shall continue in effect.

- This Twentieth Amended Final Order may be executed in counterparts, each of which shall be deemed to be an original and together shall be deemed to be one and the same agreement.

- A further hearing approving the relief requested in the Motion shall be heard before this Court at the United States Bankruptcy Court, Part II, 300 Pearl Street, Buffalo, New York on **June 5, 2017 at 1:00 p.m.**, unless prior to that date, the Debtor files a Plan and Disclosure Statement, in which case the further hearing shall be held at 1:00 p.m. on the date set for the hearing to consider approval of the Disclosure Statement or as soon thereafter as counsel may be heard.

*(Signature Page to Follow)*

Dated: Buffalo, New York  
MAY 26 2017

  
HON. CARL L. BUCKI  
UNITED STATES BANKRUPTCY  
JUDGE

**AGREED AND APPROVED AS TO FORM AND CONTENT:**

**HODGSON RUSS LLP**  
**TRIVELPIECE, P.C.**  
*Attorneys for Brooks*

**MENTER, RUDIN &**  
*Attorneys for Debtor*

By: /s/James C. Thoman, Esq.

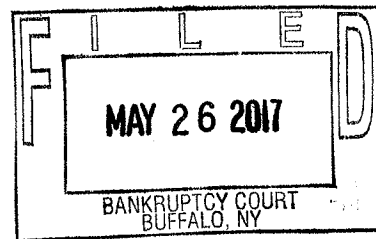
By: /s/Jeffrey A. Dove, Esq.

**BOND, SCHOENECK & KING, PLLC**  
*Attorneys for the Committee*

**CAMPBELL & LEVINE, LLC**  
*Attorneys for UPMC*

By: /s/Sara C. Temes, Esq.

By: /s/David B. Salzman, Esq.





**SCHEDULE "1"**  
**(Operating Budget)**

DRAFT  
Used as Primary Forecast

TLC Cash Flow Projection  
Commencing January 2015 - Weekly Resolution

Week/ Month	Description	Reduction Factor	Upcoming Forecast (Baseline)	Operating	Deposits		Amount	Actual	Change to Fcst	Description	Payments				Account Balance	
					Financing	Other					Operating Expenses	Payroll	Other	Total	Actual	Change to Fcst
Week 1	Medicaid Medicare Blue Cross IHA All Other Pool Distribution Ortho Clinic Prefunded Escrow	100.0% 100.0% 100.0% 100.0% 100.0% 100.0% 100.0%	25,000 75,000 67,000 70,000 182,000 -	25,000 75,000 67,000 70,000 182,000 -	(3,750)	21,250 71,250 63,250 70,000 182,000 -	30,250 76,250 69,250 70,000 209,793 -	378,429 163,216 -	380,000 160,000 -	10,000 10,000 -	380,000 170,000 -	Original Forecast (Beginning Bal. Adjusted to prior Week Actual) 1,616,855 (1,011,750) With Actuals 1,616,855 (649,853) Change 467,137	605,105			
Week 2	Medicaid Medicare Blue Cross IHA All Other Pool Distribution Ortho Clinic Prefunded Escrow	100.0% 100.0% 100.0% 100.0% 100.0% 100.0% 100.0%	25,000 75,000 67,000 70,000 182,000 -	25,000 75,000 67,000 70,000 182,000 -	(3,750)	21,250 71,250 63,250 70,000 182,000 -	24,775 35,932 63,747 45,021 163,017 -	23,185 24,982 174,154 -	23,000 23,000 25,000 442,000 -	23,000 25,000 175,000 -	23,000 25,000 442,000 -	Original Forecast (Beginning Bal. Adjusted to prior Week Actual) 1,685,362 (74,250) With Actuals 1,685,362 (108,110) Change 183,850	982,152			
Week 3	Medicaid Medicare Blue Cross IHA All Other Pool Distribution Ortho Clinic Prefunded Escrow	100.0% 100.0% 100.0% 100.0% 100.0% 100.0% 100.0%	25,000 75,000 67,000 70,000 182,000 -	25,000 75,000 67,000 70,000 182,000 -	(3,750)	21,250 71,250 63,250 70,000 182,000 -	82,955 42,214 116,142 137,589 -	342,000 -	342,000 -	175,000 -	342,000 -	Original Forecast (Beginning Bal. Adjusted to prior Week Actual) 1,176,012 (686,750) With Actuals 1,176,012 (364,160) Change 302,590	509,362			
Week 4	Medicaid Medicare Blue Cross IHA All Other Pool Distribution Ortho Clinic VAPAP (SFY 2017) Prefunded Escrow	100.0% 100.0% 100.0% 100.0% 100.0% 100.0% 100.0%	25,000 75,000 67,000 70,000 182,000 -	25,000 75,000 67,000 70,000 182,000 -	(3,750)	21,250 71,250 63,250 70,000 182,000 -	27,469 80,396 6,893 279,321 -	23,478 24,982 207,485 37,500 -	23,000 23,000 25,000 37,500 -	23,000 25,000 37,500 -	23,000 25,000 37,500 -	Original Forecast (Beginning Bal. Adjusted to prior Week Actual) 811,851 (88,250) With Actuals 811,851 (199,466) Change 297,738	811,851			
Week 5	Medicaid Medicare Blue Cross IHA All Other Pool Distribution Ortho Clinic Prefunded Escrow	100.0% 100.0% 100.0% 100.0% 100.0% 100.0% 100.0%	25,000 75,000 67,000 70,000 182,000 -	25,000 75,000 67,000 70,000 182,000 -	(3,750)	21,250 71,250 63,250 70,000 182,000 -	492,541 23,034 50,620 102,167 218,788 26,115 -	382,584 156,615 -	380,000 160,000 -	15,000 10,000 -	380,000 170,000 -	Original Forecast (Beginning Bal. Adjusted to prior Week Actual) 1,011,338 (443,000) With Actuals 1,011,338 (264,477) Change 178,053	588,338			
Week 6	Medicaid Medicare Blue Cross IHA All Other Pool Distribution Ortho Clinic Prefunded Escrow	100.0% 100.0% 100.0% 100.0% 100.0% 100.0% 100.0%	25,000 75,000 67,000 70,000 182,000 -	25,000 75,000 67,000 70,000 182,000 -	(3,750)	21,250 71,250 63,250 70,000 182,000 -	480,682 19,861 61,833 56,170 194,413 -	22,723 24,982 520,777 -	23,000 23,000 -	25,000 -	23,000 25,000 -	Original Forecast (Beginning Bal. Adjusted to prior Week Actual) 746,336 (104,000) With Actuals 746,336 (168,804) Change (268,804)	850,336			
Week 7	Medicaid Medicare Blue Cross IHA All Other Pool Distribution Ortho Clinic Prefunded Escrow	100.0% 100.0% 100.0% 100.0% 100.0% 100.0% 100.0%	25,000 75,000 67,000 70,000 182,000 -	25,000 75,000 67,000 70,000 182,000 -	(3,750)	21,250 71,250 63,250 70,000 182,000 -	494,566 48,634 69,146 71,078 76,890 182,248 -	386,338 156,847 29,659 102,078 -	380,000 160,000 -	15,000 10,000 -	380,000 170,000 -	Original Forecast (Beginning Bal. Adjusted to prior Week Actual) 590,586 (443,000) With Actuals 590,586 (205,886) Change 237,014	137,586			
Week 8	Medicaid Medicare Blue Cross	100.0% 100.0% 100.0%	25,000 75,000 67,000	25,000 75,000 67,000		25,000 75,000 67,000	11,866 77,190 67,228	23,000 -	23,000 -	-	23,000 -	Original Forecast				





Week/ Month	Description	Reduction Factor	Upgrading Forecast (Baseline)	Deposits			Amount	Actual	Change to Fcst	Payments					Account Balance										
				Operating	Financing	Other				Operating Expenses	Payroll	Other	Total	Actual	Change to Fcst	Beginning	Net Flow	Ending							
Beginning: 6/5/2017	Blue Cross IHA All Other Pool Distribution Ortho Clinic VAPAP (SFY 2017)	100.0% 100.0% 100.0% 100.0% 100.0% 100.0%	67,000 70,000 182,000 -	67,000 70,000 182,000 -	-	67,000 70,000 182,000 -	-	-	-	-	-	30,000 292,000 -	-	-	30,000 292,000 -	-	-	-	-	-	-	-	-	-	-
Week 24	Medicaid Medicare Blue Cross IHA All Other Pool Distribution Ortho Clinic VAPAP (SFY 2017)	100.0% 100.0% 100.0% 100.0% 100.0% 100.0% 100.0% 100.0%	25,000 75,000 67,000 70,000 182,000 -	25,000 75,000 67,000 70,000 182,000 -	-	25,000 75,000 67,000 70,000 182,000 -	-	-	-	-	-	23,000 -	540,000	95,000	24,100 25,000 252,000 25,000	-	-	-	-	-	-	457,618	(483,000)	(25,382)	
Beginning: 6/12/2017	Medicaid Medicare Blue Cross IHA All Other Pool Distribution Ortho Clinic VAPAP (SFY 2017)	100.0% 100.0% 100.0% 100.0% 100.0% 100.0% 100.0% 100.0%	25,000 75,000 67,000 70,000 182,000 -	25,000 75,000 67,000 70,000 182,000 -	-	25,000 75,000 67,000 70,000 182,000 -	-	-	-	-	-	23,000 -	540,000	95,000	24,100 25,000 252,000 25,000	-	-	-	-	-	-	(25,382)	52,900	27,518	
Week 25	Medicaid Medicare Blue Cross IHA All Other Pool Distribution Ortho Clinic VAPAP (SFY 2017)	100.0% 100.0% 100.0% 100.0% 100.0% 100.0% 100.0% 100.0%	25,000 75,000 67,000 70,000 182,000 -	25,000 75,000 67,000 70,000 182,000 -	-	25,000 75,000 67,000 70,000 182,000 -	-	-	-	-	-	23,000 -	540,000	95,000	24,100 25,000 252,000 25,000	-	-	-	-	-	-	(25,382)	52,900	27,518	
Beginning: 6/19/2017	Medicaid Medicare Blue Cross IHA All Other Pool Distribution Ortho Clinic VAPAP (SFY 2017)	100.0% 100.0% 100.0% 100.0% 100.0% 100.0% 100.0% 100.0%	25,000 75,000 67,000 70,000 182,000 -	25,000 75,000 67,000 70,000 182,000 -	-	25,000 75,000 67,000 70,000 182,000 -	-	-	-	-	-	23,000 -	540,000	95,000	24,100 25,000 252,000 25,000	-	-	-	-	-	-	(25,382)	52,900	27,518	
Week 26	Medicaid Medicare Blue Cross IHA All Other Pool Distribution Ortho Clinic VAPAP (SFY 2017)	100.0% 100.0% 100.0% 100.0% 100.0% 100.0% 100.0% 100.0%	25,000 75,000 67,000 70,000 182,000 -	25,000 75,000 67,000 70,000 182,000 -	-	25,000 75,000 67,000 70,000 182,000 -	-	-	-	-	-	23,000 -	540,000	95,000	24,100 25,000 252,000 25,000	-	-	-	-	-	-	(25,382)	52,900	27,518	
Beginning: 6/26/2017	Medicaid Medicare Blue Cross IHA All Other Pool Distribution Ortho Clinic VAPAP (SFY 2017)	100.0% 100.0% 100.0% 100.0% 100.0% 100.0% 100.0% 100.0%	25,000 75,000 67,000 70,000 182,000 -	25,000 75,000 67,000 70,000 182,000 -	-	25,000 75,000 67,000 70,000 182,000 -	-	-	-	-	-	23,000 -	540,000	95,000	24,100 25,000 252,000 25,000	-	-	-	-	-	-	(25,382)	52,900	27,518	
Week 27	Medicaid Medicare Blue Cross IHA All Other Pool Distribution Ortho Clinic VAPAP (SFY 2017)	100.0% 100.0% 100.0% 100.0% 100.0% 100.0% 100.0% 100.0%	25,000 75,000 67,000 70,000 182,000 -	25,000 75,000 67,000 70,000 182,000 -	-	25,000 75,000 67,000 70,000 182,000 -	-	-	-	-	-	23,000 -	540,000	95,000	24,100 25,000 252,000 25,000	-	-	-	-	-	-	(25,382)	52,900	27,518	
Beginning: 7/3/2017	Medicaid Medicare Blue Cross IHA All Other Pool Distribution Ortho Clinic VAPAP (SFY 2017)	100.0% 100.0% 100.0% 100.0% 100.0% 100.0% 100.0% 100.0%	25,000 75,000 67,000 70,000 182,000 -	25,000 75,000 67,000 70,000 182,000 -	-	25,000 75,000 67,000 70,000 182,000 -	-	-	-	-	-	23,000 -	540,000	95,000	24,100 25,000 252,000 25,000	-	-	-	-	-	-	(25,382)	52,900	27,518	
Week 28	Medicaid Medicare Blue Cross IHA All Other Pool Distribution Ortho Clinic VAPAP (SFY 2017)	100.0% 100.0% 100.0% 100.0% 100.0% 100.0% 100.0% 100.0%	25,000 75,000 67,000 70,000 182,000 -	25,000 75,000 67,000 70,000 182,000 -	-	25,000 75,000 67,000 70,000 182,000 -	-	-	-	-	-	23,000 -	540,000	95,000	24,100 25,000 252,000 25,000	-	-	-	-	-	-	(25,382)	52,900	27,518	
Beginning: 7/10/2017	Medicaid Medicare Blue Cross IHA All Other Pool Distribution Ortho Clinic VAPAP (SFY 2017)	100.0% 100.0% 100.0% 100.0% 100.0% 100.0% 100.0% 100.0%	25,000 75,000 67,000 70,000 182,000 -	25,000 75,000 67,000 70,000 182,000 -	-	25,000 75,000 67,000 70,000 182,000 -	-	-	-	-	-	23,000 -	540,000	95,000	24,100 25,000 252,000 25,000	-	-	-	-	-	-	(25,382)	52,900	27,518	
Week 29	Medicaid Medicare Blue Cross IHA All Other Pool Distribution Ortho Clinic VAPAP (SFY 2017)	100.0% 100.0% 100.0% 100.0% 100.0% 100.0% 100.0% 100.0%	25,000 75,000 67,000 70,000 182,000 -	25,000 75,000 67,000 70,000 182,000 -	-	25,000 75,000 67,000 70,000 182,000 -	-	-	-	-	-	23,000 -	540,000	95,000	24,100 25,000 252,000 25,000	-	-	-	-	-	-	(25,382)	52,900	27,518	
Beginning: 7/17/2017	Medicaid Medicare Blue Cross IHA All Other Pool Distribution Ortho Clinic VAPAP (SFY 2017)	100.0% 100.0% 100.0% 100.0% 100.0% 100.0% 100.0% 100.0%	25,000 75,000 67,000 70,000 182,000 -	25,000 75,000 67,000 70,000 182,000 -	-	25,000 75,000 67,000 70,000 182,000 -	-	-	-	-	-	23,000 -	540,000	95,000	24,100 25,000 252,000 25,000	-	-	-	-	-	-	(25,382)	52,900	27,518	
Week 30	Medicaid Medicare Blue Cross IHA All Other Pool Distribution Ortho Clinic VAPAP (SFY 2017)	100.0% 100.0% 100.0% 100.0% 100.0% 100.0% 100.0% 100.0%	25,000 75,000 67,000 70,000 182,000 -	25,000 75,000 67,000 70,000 182,000 -	-	25,000 75,000 67,000 70,000 182,000 -	-	-	-	-	-	23,000 -	540,000	95,000	24,100 25,000 252,000 25,000	-	-	-	-	-	-	(25,382)	52,900	27,518	
Beginning: 7/24/2017	Medicaid Medicare Blue Cross IHA All Other Pool Distribution Ortho Clinic VAPAP (SFY 2017)	100.0% 100.0% 100.0% 100.0% 100.0% 100.0% 100.0% 100.0%	25,000 75,000 67,000 70,000 182,000 -	25,000 75,000 67,000 70,000 182,000 -	-	25,000 75,000 67,000 70,000 182,000 -	-	-	-	-	-	23,000 -	540,000	95,000	24,100 25,000 252,000 25,000	-	-	-	-	-	-	(25,382)	52,900	27,518	









Week/ Month	Description	Reduction Factor	Operating Forecast (Baseline)	Operating	Deposits		Amount	Actual	Change to Fcst	Description	Payments			Account Balance		
					Financing/Other	Operating/Other					Operating Expenses	Payroll	Other	Total	Actual	Beginning
	VAPAP (for November)			24,000	681,277											
	VAPAP (for December)			3,000	84,183		670,000									
	VAPAP (for January)				813,759		250,000	24,167								
	VAPAP (for February)															
	VAPAP (for March)				1,417,102											
	VAPAP (SFY 2017)															
	VAPAP (SFY 2017) - Supplemental					4,575,214										
	Red Distribution															
	Ortho Clinic															
	Ortho Clinic After 150 days (+ Hosp Rev)															
	VP-QIP Funding Stream (per 4/29/2016 NYSDOH call)															
	April-June	742,940	2,882,000	670,500												
	July	200,000		233,500												
	August	215,000	350,000	233,500												
	September	845,000	(350,000)	233,500												
	October	540,000		233,500												
	November	460,000		233,500												
	December	120,000		233,500												
	January	605,000		233,500												
	February	225,000		233,500												
	March	940,000		233,500												
	VITAL ACCESS PROVIDER															
	NOV.14-2016															

Payroll Week  
 Payroll Taxes (State % Calculation) 1.87% 812.93  
 Total Payroll 791,797.56  
 Payroll Taxes (Federal) 42.2%  
 Payroll Taxes (State) 115,891.39 6.2%  
 Update periodically/CLM 5617  
 380,000  
 5 # Payrolls included in K1257

Prerefunded Bankruptcy fees  
 Discount Factor 15.825  
 1.00

Per Steve M. \$200k advanced from future distributions to increase Sept funding by \$200k/yr