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the Debtors and Debtors-in-Possession

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF CALIFORNIA
SACRAMENTO DIVISION

In re: OROVILLE HOSPITAL, *et al.*,[1] Debtors and Debtors in Possession.	Lead Case No. 25-26876 Jointly Administered With: Case No. 25-26877 **DCN CAE-1** Chapter 11
☒ Affects All Debtors ☐ Affects Oroville Hospital ☐ Affects OroHealth Corporation: A Nonprofit Healthcare System Debtors and Debtors in Possession.	Hon. Christopher D. Jaime **Hearing Information** Hearing Date: July 28, 2026 Hearing Time: 11:00 a.m. Location: Courtroom 32 501 I Street Sacramento, California 95814

DEBTORS' CHAPTER 11 STATUS REPORT

Oroville Hospital, a California nonprofit public benefit corporation ("Oroville Hospital"), and OroHealth Corporation: A Nonprofit Healthcare System ("OroHealth" and, together with Oroville Hospital, the "Debtors"), the debtors and debtors in possession in the above-captioned cases (the "Chapter 11 Cases") hereby file this Status Report in advance of the continued chapter 11 status

[1] The Debtors in these chapter 11 cases, along with the last four digits of each debtor's federal tax identification number, are: Oroville Hospital (4554) and OroHealth Corporation: A Nonprofit Healthcare System (4776). The mailing address for the Debtors is 2767 Olive Highway, Oroville, California, 95966.

conference in the Chapter 11 Cases to apprise the Court and parties of recent material developments in the Chapter 11 Cases.

I.

INTRODUCTION

As the Court is aware, the Debtors initially entered "chapter 11 with the singular purpose of running a sales process to ensure Oroville Hospital and its related healthcare facilities continue serving Oroville, Butte County and surrounding areas in accordance with their mission, and to maximize value for all stakeholders in these Chapter 11 Cases." Docket No. 155 (Initial Status Report at 2-3). To that end, the Debtors obtained Court approval of bid procedures [Docket No. 490] that were subsequently extended to accommodate bidder requests for additional time [Docket Nos. 852, 857, 938]. The Debtors also obtained an extension of a key milestone under their postpetition financing order [Docket No. 480]—the deadline to obtain entry of a sale order—to accommodate the bid deadline extensions. The current deadline for the Debtors to obtain entry of a sale order is August 14, 2026 (the "Sale Order Milestone"). *See* Docket No. 852 at 4.

The Debtors engaged in negotiations with multiple interested parties and made material progress in the negotiation of a potential stalking horse bid. However, the process required the Debtors to exercise their discretion to further extend bid procedures deadlines, consistent with their authority under the bid procedures, to "best promote the goals of the bidding process." Docket No. 857 at 4. Throughout this process, the Debtors also maintained productive negotiations with UMB Bank, N.A., as successor Series 2019 Bond Trustee, Master Trustee, and DIP Lender ("UMB Bank").

As the Sale Order Milestone approached, the Debtors and UMB negotiated a further extension that permits continued negotiations with bidders and presents an avenue for the Debtors to negotiate a potential consensual restructuring with UMB. The proposed resolution is embodied in an amendment (the "DIP Amendment") to the postpetition financing order and related loan documents [Docket No. 480] (collectively, the "DIP Loan Documents") dated July 24, 2026. A true and correct copy of the DIP Amendment is attached hereto as **Exhibit A**. The revised Chapter 11 Case deadlines under the DIP Amendment are generally[2] as follows:

August 14, 2026	The Debtors provide initial diligence information to UMB as specified in the DIP Amendment.
August 28, 2026	UMB provides supplemental information requests.
September 11, 2026	The Debtors provide supplemental information or responses.
October 16, 2026	The deadline for the Debtors and UMB to agree to a binding term sheet to effectuate a recapitalization and reorganization of the Debtors' assets and liabilities (the "Restructuring Term Sheet").
October 30, 2026	The deadline for the Debtors to file a bid procedures motion that either: (i) provides for an auction with a floor (if the parties enter into a Restructuring Term Sheet) that is based on the economics of the Restructuring Term Sheet; or (ii) provides for an auction with no floor if the parties do not enter into a Restructuring Term Sheet. In either case, the auction must take place 30 days after entry of an order approving the bid procedures.
March 31, 2027	The deadline for the effective date of a plan implementing the winning bid, or 30 days after the receipt of regulatory approvals necessary to close such transaction (if later than March 31, 2027).

Importantly, the DIP Amendment provides the Debtors with continued access to liquidity to explore these alternative resolutions of the Chapter 11 Cases.

Section 1.1.1 of the Final DIP Order permits the Debtors and UMB to modify the Final DIP Order without Court order, subject to certain notice provisions. However, without waiver, the Debtors will seek a Court order approving the DIP Amendment in an abundance of caution. Given the recent execution of the DIP Amendment, the Debtors anticipate filing the motion early this week and seeking an expedited hearing on August 11, 2026, concurrent with other hearings already scheduled in these Chapter 11 Cases.

[2] This summary is provided for convenience only. To the extent of any conflict, the terms of the DIP Amendment govern.

The Debtors are encouraged by this development, which permits their consideration of both a potential sale and consensual restructuring to resolve these Chapter 11 Cases. The Debtors anticipate that simultaneous consideration of all potential avenues will maximize value to the estate and its stakeholders. And, importantly, the spirit of cooperation embodied in the DIP Amendment should signal the parties' focus on achieving the best possible outcome for our patients, employees, physicians and community while maintaining the Hospital's high standards of quality care and patient safety.

In addition to the foregoing, the Debtors submit the following Status Report based on the issues outlined in the Court's order [Docket No. 88] setting the initial status conference:

II.

STATUS REPORT

A. Administrative Solvency of the Estates, Including Identification and Treatment of Potential Professional Fees and § 503(b)(9) Administrative Claims

The DIP Amendment and related approved budget will ensure that the Debtors have continued access to liquidity sufficient to fund operating expenses for the anticipated duration of the Chapter 11 Cases. The Debtors project drawing another $10 million on the postpetition loan in approximately August and September, which makes the amendment to the Sale Order Milestone a critical feature for the Debtors' ongoing solvency. Subject to Court approval, the Debtors will remain solvent postpetition.

The Debtors have budgeted for postpetition operating expenses as well as certain claims entitled to priority including employee wages and benefits, under § 507(a)(4), claims asserted under § 503(b)(9). The Debtors' approved budgets under the Final DIP Order, and under the proposed DIP Amendment, remain sufficient for these purposes.

The agreed Final DIP Order provided for professional fees, subject to certain limitations. The Final DIP Order provided for up to $5 million in professional fees from cash collateral with another $5 million from sale proceeds. Administrative claims of professionals have exhausted the initial $5 million source of funding. To ensure that the Debtors' professionals do not accrue additional unpaid fees to explore a potential restructuring with UMB, the DIP Amendment provides for an additional

$2.1 million of cash collateral use for the Debtors professionals to negotiate a Restructuring Term Sheet (subject to Court approval). The DIP Amendment also provides that any Restructuring Term Sheet would propose an alternative structure for payment of professional fees to the extent sale proceeds are not available to fund such administrative expenses, as originally anticipated in the Final DIP Order.

B. Motions for Relief from Stay Which Are Pending or Which Have Already Been Acted Upon

Creditors have filed numerous relief from stay motions in the Chapter 11 Cases. The majority of these motions seek, in part, the right to liquidate claims against the Debtors and proceed against available insurance proceeds. The Debtors have engaged with these movants, the applicable insurer, and the Committee to negotiate consensual resolutions or temporary extensions to the motions that would permit the claims to be liquidated in nonbankruptcy forums.

C. Motions under § 365(d)(3) or (d)(4) Which Are Pending or Which Have Already Been Acted Upon

The Debtors' current deadline to assume or reject leases of nonresidential real property was July 6, 2026. On July 6, 2026, the Debtors filed a motion to further extend the deadline (which served to toll the deadline) based on landlord consent, which the Debtors anticipate obtaining by the August 11 hearing on the motion. On July 6, 2026, the Debtors filed a motion to assume the lease with Dove's Landing, LLC, which is set for hearing on August 11. The Debtors also anticipate filing a motion to reject a lease with Oroville Sports Club, LLC, and have recently identified an alternative property in which to transition operations currently at the Oroville Sports Club property.

Aside from these issues, the Debtors believe that determination of issues concerning assumption and assignment are not yet ripe. These issues will need to be deferred while the Debtors run the process outlined in the DIP Amendment and determine whether potential bidders wish to assume or negotiate the acquisition of the underlying real property.

D. Status of Stipulations or Motions for Use of Cash Collateral or the Obtaining of Credit

As set forth above, the Debtors will file a motion to approve the terms of the DIP Amendment this week and seek a hearing on shortened notice for August 11.

E. Employment of Professionals

The Debtors and Committee have obtained orders employing their professionals in these Chapter 11 Cases. Given a potential conflict, the Debtors anticipate filing an application to employ alternative conflicts counsel. The Debtors have also filed ordinary course professional employment declarations, in accordance with the Court approved procedures, in the ordinary course.

F. Any Pending Motion to Convert or Dismiss the Chapter 11 Cases, or to Appoint a Chapter 11 Trustee

No such motions have been filed.

G. Intentions Concerning a Reorganization Plan, including a Realistic Timetable for Filing a Disclosure Statement and Plan and for Setting Hearings on Both

As noted above, subject to Court approval, the DIP Amendment contemplates a plan effective date on the later of March 31, 2026, or 30 days after the Debtors receive governmental approvals necessary to close any transaction on which such plan is premised. The Debtors estimate that the DIP Amendment will result in an auction by mid-December 2026 with a hearing to approve the winning transaction in late December 2026 or early January 2027. Based on the foregoing, the Debtors' best estimate as of today is that the Debtors will likely be in a position to file a disclosure statement and plan in late 2026 or early 2027.

H. The Timely Filing of Monthly Operating Reports, DIP Accounts, Payment of United States Trustee's Fees and Proof of Adequate Insurance

The Debtors' are current on all reporting requirements and United States Trustee quarterly fee payments.

I. Any Other Matters Which Might Materially Affect the Administration of This Case

As of the date of this Status Report, the Debtors believe there are no additional issues that would materially affect the administration of these Chapter 11 Cases. However, the Debtors reserve all rights to further update or supplement this Status Report in advance of, or at, the Status Conference to address continuing developments to the issues raised in this Status Report or any other matter relevant to the Court's consideration of these Chapter 11 Cases.

Dated: July 27, 2026

FOX ROTHSCHILD LLP

/s/ Nicholas A. Koffroth

Keith C. Owens
Nicholas A. Koffroth
Counsel to Oroville Hospital, et al.,
the Debtors and Debtors-in-Possession

EXHIBIT A

OROVILLE HOSPITAL, ET AL.

Amendment to Secured Superpriority Debtor in Possession Financing Loan Documents

July 24, 2026

This *Amendment to Secured Superpriority Debtor in Possession Financing Loan Documents* (the "**Amendment**"), effective as of the date set forth above (the "Effective Date"), amends and supersedes, as applicable, that certain *Secured Superpriority Debtor in Possession Financing Summary of Terms and Conditions* dated December 11, 2025 (the "**Term Sheet**"), and related provisions of the *Final Order (I) Authorizing the Debtors to (A) Obtain Senior Secured Postpetition Financing, (B) Use Cash Collateral, and (C) Grant Liens and Provide Superpriority Administrative Expense Claims; (II) Granting Adequate Protection to Certain Prepetition Secured Parties; (III) Modifying the Automatic Stay; and (IV) Granting Related Relief* [Docket No. 480] (the "**Final Order**").

RECITALS:

A. The Debtors and the DIP Lender are parties to the DIP Loan Documents as set forth more fully in the Final Order.

B. By this Amendment, the Debtors, the DIP Lender, and UMB Bank, N.A., in its capacity as Master Trustee (together with the Debtors and the DIP Lender, the "**Parties**") seek to modify the terms and conditions under which the DIP Lender will continue to extend postpetition financing, and the Master Trustee will permit continued use of cash collateral, for the Debtors to pursue a dual-track process to negotiate a potential consensual plan of reorganization with the Master Trustee, or, alternatively, pursue a sale of substantially all of the Debtors' assets.

C. The Parties enter this Amendment, pursuant to Section 1.1.1. of the Final Order, which permits the Debtors and the DIP Lender to amend, modify, supplement, or waive any provision of the DIP Loan Documents without further approval or order of the Court, subject to certain notice and approval procedures set forth more fully in the Final Order.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Defined Terms.** Unless otherwise defined herein, all capitalized terms have the definitions set forth in the Term Sheet and Final Order, as applicable.

2. **Amendments to Term Sheet.** The Term Sheet is hereby amended as follows:

a. **Milestones.** Subject to the extension of any Milestone by the written consent of the DIP Lender, at its sole discretion, the Debtors will agree to comply with the following deadlines (collectively, the "**Milestones**"):

i. By July 13, 2026, the Debtors shall provide the DIP Lender and Master Trustee a draft forecast model, including sources and uses of needed additional capital. The Debtors satisfied this Milestone prior to the Effective Date.

ii. The Debtors will make their executive management team, at least three members of their board of trustees, and their advisors available to meet with the DIP Lender and Master Trustee on July 15, 2026, at the Hospital, and on such other dates and at such other places as mutually agreed between the parties. The Debtors satisfied the July 15, 2026 meeting Milestone prior to the Effective Date.

iii. The Debtors shall, in good faith, provide the DIP Lender and Master Trustee with responsive documents or other management responses to the initial diligence requests attached hereto as **Exhibit 1**, not later than twenty (21) days after the Effective Date.

iv. Within fourteen (14) days of receiving the Debtor's diligence responses, the Master Trustee will provide the Debtor with comments/questions, or additional requests for information or clarification, to which the Debtors will have fourteen (14) days to respond or provide explanation as to why responses are not possible.

v. If the Master Trustee and the Debtors agree to a Restructuring Term Sheet by the Commitment Date, then the Debtors shall file a bidding procedures and sale motion (the "**New Stalking Horse Motion**"), not later than fourteen (14) days following the Commitment Date, that: (A) sets an auction floor based on the Restructuring Term Sheet; (B) provides for a procedure to solicit higher and better proposals for the sale of substantially all of the Debtors' assets; and (C) provides for an auction to occur not later than 30 days after the entry of an order approving the New Stalking Horse Motion.

vi. If the parties do not agree on a Restructuring Term Sheet by the Commitment Date, or if the Master Trustee notifies the Debtors in writing prior to the Commitment Date that it does not intend to pursue a restructuring proposal then the Debtors shall file a bidding procedures and sale motion (the "**New Sale Motion**"), the earlier of: (1) fourteen (14) days following the Commitment Date; or (2) fourteen (14) days after the Master Trustee notifies the Debtors that it does not intend to pursue a restructuring proposal, that: (A) provides for a procedure to solicit proposals for the sale of substantially all of the Debtors' assets; and (B) provides for an auction to occur not later than 30 days after the entry of an order approving the New Sale Motion.

vii. The effective date of any plan under the Restructuring Term Sheet or New

Sale Motion shall be no later than the later of: (A) March 31, 2027, and (B) 30 days following the Debtors' receipt of all applicable regulatory approvals necessary to close any sale or restructuring.

b. **Commitment Date.** By October 16, 2026 (the "**Commitment Date**"), either (i) the Master Trustee and the Debtors shall have executed a binding term sheet to effectuate a recapitalization and reorganization of the Debtors' assets and liabilities (the "**Restructuring Term Sheet**"), which shall include an imputed value of such restructuring to be used by the Debtors as the auction floor, and the payment of the agreed upon Estate Professionals' fees and expenses necessary to effectuate the Restructuring Term Sheet, or (ii) the Master Trustee shall inform the Debtors that it will not agree to a restructuring.

c. **Continued Negotiations with Potential Bidders.** The Debtors shall be permitted to continue to maintain good-faith negotiations and engagement with potential bidders for a potential sale of substantially all of the Debtors' assets, which conduct shall not constitute an Event of Default, provided, however that if the Debtors seek approval from the Bankruptcy Court of any offer that is not approved by the Master Trustee that shall constitute an Event of Default.

d. **Approved Budget.** The Debtors have delivered a 13-week cash flow forecast approved by the DIP Lender, attached hereto as **Exhibit 2** (the "**Approved Budget**"), setting forth cash receipts and the disbursements (including payment of trade payables and expenses, working capital, certain administrative expenses, and other general corporate needs) of the Debtors for the period covered thereby. The Approved Budget shall include payment of the Debtors' legal fees and expenses and the fees and expenses of the Debtors' financial advisors, Force 10, which are reasonable and necessary to effectuate the diligence process contemplated hereby through the Commitment Date, subject to Court approval, which estate professional fees and expenses shall be included as an additional amount under the Winddown Expense Surcharge (as that term is defined in the Final Order) and not subject to the limitations set forth in Section 11.4(d) of the Final Order.[1]

e. **DIP Facility**. Notwithstanding any extension of the Maturity Date, the DIP Lender may, in its sole discretion, call for repayment up to $10 million of the then outstanding amount drawn on the DIP Facility any time after the Debtors receive their initial HQAF Program 9 managed care payment, and the Debtors are required and authorized to honor such repayment request within five (5) business days thereof.

3. **Amendments to Final Order.** The Final Order is hereby amended as follows:

a. **Paragraph P** is amended and restated as follows:

The Debtors have requested the use of the Master Trustee's Cash Collateral (as defined below) in connection with the Chapter 11 Cases to preserve the value of their assets while such assets are marketed for a potential sale ***or the Debtors pursue a restructuring path***. Pursuant to the Bankruptcy Code, the Debtors are required to provide

[1] The Debtors' professionals have agreed that the fees payable under paragraph 2(d) hereof will not exceed $2.1 million and will be paid from the Debtors' cash collateral in November 2026 and December 2026, i.e., after the Hospital receives the payments due to it under Program 8 of the HQAF Program.

adequate protection to the Master Trustee for the use of such Cash Collateral. The Master Trustee has informed the Debtors and the Court that the Master Trustee does not consent to the use of Cash Collateral except upon the terms and conditions of this Order.

b. **Paragraph X(v)** is amended and restated as follows:

Budget. The Debtors have prepared and delivered to the DIP Lender the Approved Budget ***attached to the Amendment to Secured Superpriority Debtor in Possession Financing Loan Documents dated July 24, 2026 (the "Amendment") as Exhibit 3***. The Approved Budget consists of a 13-week operating and administrative expense budget. The Approved Budget has been approved by the DIP Lender pursuant to the terms of the DIP Term Sheet and constitutes an "Approved Budget" under the terms of and as defined in the DIP Term Sheet. The Approved Budget has been thoroughly reviewed by the Debtors and their management and sets forth, among other things, projections for the periods covered thereby. The DIP Lender is relying upon the Debtors' compliance with the Approved Budget in accordance with the terms of ***the Amendment,*** the DIP Term Sheet, ***and*** the other DIP Loan Documents ~~***and this Final Order and the Interim Order***~~ in determining to extend the post-petition financing arrangements provided for herein. Allowance and interim payment of any professional fees set forth in the Approved Budget shall be subject to further Court order and nothing contained herein shall (i) limit or cap the amount of any professional fees of Estate Professionals that may ultimately be allowed; or (ii) constitute a waiver of any party's right to object to a request for allowance of any administrative expenses. Nothing herein shall be construed to prohibit, restrict, or otherwise limit the Debtors from seeking to amend, supplement, or extend the Approved Budget, subject to the terms of the DIP Documents***,*** ~~***and this***~~ ***the*** Final Order***, or the Amendment***, and in each instance with the consent of the DIP Lender and Master Trustee and as otherwise ordered by the Court.

c. **Paragraph 5.2** is amended and restated as follows:

As a condition to funding under the DIP Facility, the Debtors shall achieve the Milestones as set forth in the ~~***DIP Term Sheet***~~ ***Amendment.***~~***; provided, however, that the Milestones set forth in the DIP Term Sheet shall be modified as follows: a. The Bankruptcy Court shall have entered the Final DIP Order by the date that is no later than February 20, 2026. b. The Bankruptcy Court shall have entered an order approving the bidding procedures for the sale contemplated by the Sale Motion by the date that is no later than February 20, 2026. c. The Bankruptcy Court shall have entered an order approving the Sale by the date that is no later than June 12, 2026.***~~

4. **No Other Amendments.** Except as amended hereby, the DIP Loan Documents are acknowledged to be in full force and effect as written. Nothing in this Amendment is intended to waive any rights or remedies of the Parties set forth in the DIP Loan Documents. The DIP Loan Documents shall continue to be valid and binding, except as amended herein.

5. **No Oral Agreements.** This written Amendment, together with all of the DIP Loan Documents, as amended hereby, represent the final agreement between the Parties and may not be

contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the Parties. This Amendment and the related DIP Loan Documents may not be amended except between the Parties by a further written amendment, pursuant to the terms of Section 1.1.1. of the Final Order.

6. **Multiple Counterparts.** This Amendment may be executed in any number of counterparts, all of which taken together shall constitute one and the same agreement, and any of the Parties to this Amendment may execute this Amendment by signing any of the counterparts.

[*Signature pages follow.*]

IN WITNESS WHEREOF, this Amendment is duly executed as of the date first set forth above.

BORROWERS:

OROVILLE HOSPITAL

By: Scott Chapple ______________________
Name: Scott Chapple
Title: Chief Executive Officer

OROHEALTH CORPORATION

By: Scott Chapple ______________________
Name: Scott Chapple
Title: Chief Executive Officer

DIP LENDER AND MASTER TRUSTEE:

UMB BANK, N.A., AS MASTER TRUSTEE SERIES 2019 BOND TRUSTEE AND DIP LENDER, AS APPLICABLE

SIGNATURE REDACTED

<u>Exhibit 1</u>
Initial Diligence Requests

The Debtors shall, in good faith, provide the DIP Lender and Master Trustee with responsive documents or other management responses to the following initial diligence requests, *provided*, *however*, that the Debtors shall not be obligated to create analyses or documents where no responsive document is in the Debtors' possession, custody or control, with the exceptions of Items 4-9 and 11:

1. Trailing twelve months actual financials.
2. Quality of Earnings report prepared by Berkeley Research Group subject to: (i) Berkeley Research Group's consent to release such report, or (ii) leave from the Bankruptcy Court to obtain the Quality of Earnings report without executing the nonreliance letter, which the Debtor shall seek within five (5) business days after the Effective Date.
3. Management forecast for the activation of the new Hospital Tower with the following components: (i) management's assessment for the optimal use of new Tower space *vis-à-vis* market demand; (ii) details of the needed equipment cost, working capital costs, and staffing costs; (iii) timing and rationale of the various phases of opening the new Tower; and (iv) update on Tower project including completion schedule, HCAI approval, and licensing with estimated workflow and costs, including equipment, staffing and training, and inventory, inclusive of costs.
4. Management assumptions and ideas of the best go-forward use case for the Hospital's older buildings and relationship with the new Tower activation, including management's plan to consolidate use into the Hospital-owned footprint away from leased buildings, with cost and timing expectations.
5. Management analysis of the scale and size of the dining area / cafeteria needed to support new Tower and the efficient reconfiguration of older buildings.
6. Management analysis of the pharmacy in context of regulatory requirements and functionality to serve the hospital post opening of the Tower.
7. Management plan for use of medical office buildings and transition from leased space, as applicable.
8. Management analysis of capital expenditure needs unrelated to the new Tower, by hospital unit and rationale for use.
9. Data room access to information provided to potential purchasers, including as relates to accounts receivable aging, Hospital Quality Assurance Fee forecasts, and payroll detail.
10. Analysis of physician and other hospital staff productivity and recommendations regarding modification of contracts with physicians.
11. Five-year three-statement forecast model with management narrative including the following:
    a. Projected capital expenditures detailed by significant items or projects;
    b. Sources and Uses of cash, highlighting working capital;
    c. Best-effort analysis of the hospital volumes by agreed specialty or department, with associated expenses in agreed categories;
    d. Update and initial findings of the information technology systems including any proposals and assessments of the electronic health record and financial systems
    e. Detailed development of Hospital Quality Assurance Fee estimates based upon Hospital volumes and other factors.

Exhibit 2

Approved Budget

Oroville Hospital, et. Al.

Proposed Weekly DIP Budget

($ in thousands)

	A	A														
Week	4	5	1	2	3	4	5	6	7	8	9	10	11	12	13	13-Week
Week ending	3-Jul	10-Jul	17-Jul	24-Jul	31-Jul	7-Aug	14-Aug	21-Aug	28-Aug	4-Sep	11-Sep	18-Sep	25-Sep	2-Oct	9-Oct	Budget
Cash Receipts																
Patient receipts	5,320	6,774	6,608	6,591	6,568	6,572	6,612	6,557	6,557	6,610	6,595	6,543	6,507	6,493	6,584	85,396
DSH/CMAC/PHSF	-	-	771	-	-	-	-	-	-	-	-	-	-	-	-	771
Other	36	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Cash Receipts	5,356	6,774	7,379	6,591	6,568	6,572	6,612	6,557	6,557	6,610	6,595	6,543	6,507	6,493	6,584	86,167
Payroll & Benefits																
Payroll	4,240	1,973	4,345	2,060	4,351	2,063	4,359	2,067	4,365	2,070	4,371	2,073	4,376	2,075	4,382	42,957
Employee Benefits	34	1,048	350	539	350	1,384	350	539	350	1,384	350	539	350	1,384	350	8,219
Physician Payments	11	36	6,716	-	-	56	34	6,733	-	56	34	7,199	-	56	34	20,918
Total Payroll & Benefits	4,285	3,058	11,411	2,599	4,701	3,503	4,743	9,339	4,715	3,510	4,755	9,811	4,726	3,515	4,766	72,094
Disbursements																
Vendor Spend	2,157	1,942	2,416	2,156	2,235	1,790	2,025	1,776	2,799	2,075	2,417	1,758	2,035	2,423	1,918	27,823
OCP	0	5	27	27	27	45	22	22	22	25	51	25	51	23	23	390
CRO	71	-	-	-	-	70	-	-	-	70	-	-	-	70	-	210
Affiliates	436	-	-	-	-	436	-	-	-	479	-	-	-	539	-	1,454
Insurance	443	125	-	568	-	466	-	-	-	550	-	-	-	466	-	2,050
Tower	-	15	-	-	67	-	108	125	63	-	-	25	-	-	550	937
Total Disbursements	3,108	2,087	2,442	2,750	2,329	2,807	2,155	1,923	2,884	3,200	2,468	1,808	2,085	3,521	2,491	32,864
Cash Flow From Operations	(2,037)	1,630	(6,475)	1,242	(462)	261	(286)	(4,705)	(1,042)	(100)	(629)	(5,076)	(304)	(542)	(674)	(18,790)
HQAF Receipts	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
HQAF Disbursements	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
HQAF Net Benefit	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Restructuring Spend, $10M Cap																
Total Restructuring Spend, $10M Cap	-	-	-	50	-	-	-	50	-	-	-	-	40	-	-	140
Restructuring Spend, No Cap																
Board of Directors' Fees	-	-	-	50	-	25	-	-	-	25	-	-	-	25	-	125
PCO Fees	389	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Restructuring Incremental	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Prepetition Obligations to Physicians as Critical Vendors	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Utility Deposits	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
UST Fees	-	-	-	258	-	-	-	-	-	-	-	-	-	-	-	258
Total Restructuring Spend, No Cap	389	-	-	308	-	25	-	-	-	25	-	-	-	25	-	383
Total Cash Flow	(2,426)	1,630	(6,475)	884	(462)	236	(286)	(4,755)	(1,042)	(125)	(629)	(5,076)	(344)	(567)	(674)	(19,313)
Beginning Balance	17,383	14,957	16,587	10,113	10,996	10,535	10,771	10,485	10,730	9,688	9,563	8,935	8,858	8,514	7,947	16,587
Change in Cash	(2,426)	1,630	(6,475)	884	(462)	236	(286)	(4,755)	(1,042)	(125)	(629)	(5,076)	(344)	(567)	(674)	(19,313)
(+) DIP Funding	-	-	-	-	-	-	-	5,000	-	-	-	5,000	-	-	-	10,000
Ending Available Cash	14,957	16,587	10,113	10,996	10,535	10,771	10,485	10,730	9,688	9,563	8,935	8,858	8,514	7,947	7,274	7,274

Board of Directors Note: Board fees included for 1 BOD member; to be adjusted for additional BOD member.