

CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT  
IN AND FOR HILLSBOROUGH COUNTY, FLORIDA  
CIVIL DIVISION

In re:

Laser Spine Institute, LLC <sup>1</sup>	Case No. 2019-CA-2762
CLM Aviation, LLC	Case No. 2019-CA-2764
LSI HoldCo, LLC	Case No. 2019-CA-2765
LSI Management Company, LLC	Case No. 2019-CA-2766
Laser Spine Surgery Center of Arizona, LLC	Case No. 2019-CA-2767
Laser Spine Surgery Center of Cincinnati, LLC	Case No. 2019-CA-2768
Laser Spine Surgery Center of Cleveland, LLC	Case No. 2019-CA-2769
Laser Spine Surgical Center, LLC	Case No. 2019-CA-2770
Laser Spine Surgery Center of Pennsylvania, LLC	Case No. 2019-CA-2771
Laser Spine Surgery Center of St. Louis, LLC	Case No. 2019-CA-2772
Laser Spine Surgery Center of Warwick, LLC	Case No. 2019-CA-2773
Medical Care Management Services, LLC	Case No. 2019-CA-2774
Spine DME Solutions, LLC	Case No. 2019-CA-2775
Total Spine Care, LLC	Case No. 2019-CA-2776
Laser Spine Institute Consulting, LLC	Case No. 2019-CA-2777
Laser Spine Surgery Center of Oklahoma, LLC	Case No. 2019-CA-2780

Assignors,

Consolidated Case No:  
2019-CA-2762

To:

Soneet Kapila,

Division L

Assignee.

**NOTICE OF FILING CASH COLLATERAL BUDGET**

Assignee, Soneet Kapila, by and through his undersigned counsel, hereby gives notice of filing the attached Cash Collateral Budget in connection with the *Motion for Entry of an Order Pursuant to Fla. Stat. § 727.109(15): (I) Authorizing the Use of Cash Collateral; (II) Providing*

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<sup>1</sup> On April 8, 2019, the Court entered an order administratively consolidating this case with the assignment cases of the following entities: LSI Management Company, LLC; Laser Spine Institute Consulting, LLC; CLM Aviation, LLC; Medical Care Management Services, LLC; LSI HoldCo, LLC; Laser Spine Surgical Center, LLC; Laser Spine Surgery Center of Arizona, LLC; Laser Spine Surgery Center of Cincinnati, LLC; Laser Spine Surgery Center of St. Louis, LLC; Laser Spine Surgery Center of Pennsylvania, LLC; Laser Spine Surgery Center of Oklahoma, LLC; Laser Spine Surgery Center of Warwick, LLC; Laser Spine Surgery Center of Cleveland, LLC; Total Spine Care, LLC; and Spine DME Solutions, LLC.

*Adequate Protection to Lenders; (III) Establishing a Lien Challenge Deadline; and (IV) Granting Related Relief.*

/s/ Edward J. Peterson

Edward J. Peterson (FBN 0014612)  
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Counsel for Assignee

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that the foregoing Notice has been furnished on this 25<sup>th</sup> day of June, 2019, by the Court's electronic noticing system to all parties receiving electronic service.

/s/ Edward J. Peterson

Edward J. Peterson

# EXHIBIT A

**Laser Spine Institute ("LSI")**

**13-Week Wind Down Expense Budget**

For the Combined Locations: Tampa, Arizona, Cincinnati, Philadelphia and St. Louis

PRELIMINARY DRAFT as of June 18, 2019:

This is a preliminary draft. It has been prepared based on preliminary information and assumptions. No one may rely on this draft. It is subject to change as additional information becomes available or is clarified.

Source: Discussions with LSI management and support

Notes	3/15-6/16/19	06/23/19	06/30/19	07/07/19	07/14/19	07/21/19	07/28/19	08/04/19	08/11/19	08/18/19	08/25/19	09/01/19	09/08/19	09/15/19	Total
	Actual	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget
<b>Proceeds</b>															
1															
Payor/Insurance Collections	\$5,516,677														\$5,516,677
HFD Deposits	\$940,488														\$940,488
Pharmacy Rebates	\$210,365														\$210,365
Other Receipts	\$173,929														\$173,929
Funds Recovered from First Home Bank	\$286,465														\$286,465
Liquidation proceeds	\$445,500														\$445,500
<b>Total proceeds</b>	<b>\$7,883,424</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$7,883,424</b>
<b>Wind down operating expenses</b>															
<b>Salaries, Wages &amp; Benefits</b>															
2															
Wind Down Payroll & Payroll Taxes	(\$550,605)														(\$550,605)
3															
On call - per diem contractors	(\$34,991)	(\$20,000)	(\$20,000)	(\$20,000)	(\$15,000)	(\$15,000)	(\$15,000)	(\$10,000)	(\$10,000)	(\$10,000)	(\$10,000)	(\$7,500)	(\$7,500)	(\$7,500)	(\$202,891)
4															
Healthcare Claims	\$0	(\$202,000)													(\$202,000)
5															
Employee Benefits from Payroll Deductions	(\$56,931)														(\$56,931)
ADP Payroll Processing Fees	(\$12,740)														(\$12,740)
401K Audit	\$0														\$0
<b>Total Salaries, Wages &amp; Benefits</b>	<b>(\$655,267)</b>	<b>(\$20,000)</b>	<b>(\$222,000)</b>	<b>(\$20,000)</b>	<b>(\$15,000)</b>	<b>(\$15,000)</b>	<b>(\$15,000)</b>	<b>(\$10,000)</b>	<b>(\$10,000)</b>	<b>(\$10,000)</b>	<b>(\$10,000)</b>	<b>(\$7,500)</b>	<b>(\$7,500)</b>	<b>(\$7,500)</b>	<b>(\$1,024,767)</b>
<b>Other Expenses</b>															
<b>Facilities</b>															
6															
Rent, CAM, Taxes	(\$42,697)		(\$109,000)		(\$229,000)				(\$229,000)						(\$609,697)
7															
Utilities	(\$228,015)	(\$65,000)	(\$1,000)	(\$1,000)	(\$65,000)	(\$1,000)	(\$1,000)	(\$1,000)	(\$1,000)	(\$1,000)	(\$1,000)	(\$65,000)	(\$65,000)	(\$65,000)	(\$488,015)
8															
Maintenance & Cleaning	\$0	(\$1,000)	(\$1,000)	(\$1,000)	(\$1,000)	(\$1,000)	(\$1,000)	(\$1,000)	(\$1,000)	(\$1,000)	(\$1,000)	(\$1,000)	(\$1,000)	(\$1,000)	(\$10,000)
9															
Security	\$0	(\$250)	(\$250)	(\$250)	(\$250)	(\$250)	(\$250)	(\$250)	(\$250)	(\$250)	(\$250)	(\$250)	(\$250)	(\$250)	(\$2,500)
10															
Bio Waste Disposal	\$0														\$0
11															
Shredding	(\$1,965)		\$3,000												\$1,035
12															
MRI Ramp Down	(\$21,000)														(\$21,000)
13															
C'Arms	\$0														\$0
14															
Wipe X-Rays	(\$4,362)														(\$4,362)
<b>Regulatory</b>															
15															
Pharmacy Audit	\$0														\$0
16															
Insurance Premiums - Malpractice	\$0														\$0
17															
Ins - Malpractice/Claims Resolution	\$0														\$0
18															
Insurance Premiums - CGL	\$0														\$0
19															
D & O Insurance coverage	(\$162,088)	(\$51,416)													(\$213,504)
20															
Terrorism Insurance Premium	\$0														\$0
<b>IT Related</b>															
21															
Cytera	(\$52,086)			(\$22,000)											(\$74,086)
22															
Level 3	(\$80,820)	(\$10,000)	(\$10,000)	(\$22,000)											(\$122,820)
23															
CenturyLink	(\$45,494)	(\$25,000)	(\$25,000)	(\$25,000)	(\$25,000)	(\$25,000)	(\$25,000)	(\$25,000)	(\$25,000)	(\$25,000)	(\$25,000)	(\$25,000)	(\$25,000)	(\$25,000)	(\$250,000)
24															
AVS	\$0	(\$1,100)			(\$1,100)										(\$2,200)
25															
Iron Mountain	(\$36,397)	(\$5,000)			(\$5,000)										(\$41,397)
26															
CenturyLink (Installation agmt)	(\$58,078)	(\$40,000)			(\$40,000)										(\$98,078)
27															
NextGen & other medical databases	(\$249,192)	(\$500)			(\$500)										(\$249,692)
28															
Assignee Website	(\$362)	(\$594)			(\$594)										(\$956)
29															
Domain Name/ Toll Free # Preservation	(\$7,330)	(\$5,000)			(\$5,000)										(\$12,330)
30															
Contingency	(\$7,897)	(\$5,000)			(\$5,000)										(\$12,897)
<b>Other Expenses</b>															
31															
Taxes	(\$185,626)														(\$185,626)
32															
Office/Mailing Expenses	(\$11,529)	(\$7,500)	(\$2,500)	(\$2,500)	(\$2,500)	(\$2,500)	(\$2,500)	(\$2,500)	(\$2,500)	(\$2,500)	(\$2,500)	(\$2,500)	(\$2,500)	(\$2,500)	(\$115,626)
33															
Printers/Copiers	\$0	(\$1,000)	(\$1,000)	(\$1,000)	(\$1,000)	(\$1,000)	(\$1,000)	(\$1,000)	(\$1,000)	(\$1,000)	(\$1,000)	(\$1,000)	(\$1,000)	(\$1,000)	(\$12,000)
34															
Contingency	(\$12,790)	(\$10,000)	(\$10,000)	(\$10,000)	(\$10,000)	(\$10,000)	(\$10,000)	(\$10,000)	(\$10,000)	(\$10,000)	(\$10,000)	(\$10,000)	(\$10,000)	(\$10,000)	(\$127,900)
<b>Total Other Expenses</b>	<b>(\$1,217,733)</b>	<b>(\$213,360)</b>	<b>(\$137,750)</b>	<b>(\$66,344)</b>	<b>(\$358,850)</b>	<b>(\$45,250)</b>	<b>(\$28,750)</b>	<b>(\$66,344)</b>	<b>(\$357,750)</b>	<b>(\$48,350)</b>	<b>(\$28,750)</b>	<b>(\$65,094)</b>	<b>(\$122,500)</b>	<b>(\$119,000)</b>	<b>(\$2,873,825)</b>
<b>Total Wind Down Op Expenses</b>	<b>(\$1,873,000)</b>	<b>(\$233,360)</b>	<b>(\$359,750)</b>	<b>(\$86,344)</b>	<b>(\$373,850)</b>	<b>(\$60,250)</b>	<b>(\$43,750)</b>	<b>(\$76,344)</b>	<b>(\$387,750)</b>	<b>(\$56,350)</b>	<b>(\$38,750)</b>	<b>(\$72,594)</b>	<b>(\$130,000)</b>	<b>(\$126,500)</b>	<b>(\$3,898,892)</b>
<b>Net cash flow (deficit) from Operations</b>	<b>\$5,710,423</b>	<b>(\$233,360)</b>	<b>(\$359,750)</b>	<b>(\$86,344)</b>	<b>(\$373,850)</b>	<b>(\$60,250)</b>	<b>(\$43,750)</b>	<b>(\$76,344)</b>	<b>(\$387,750)</b>	<b>(\$56,350)</b>	<b>(\$38,750)</b>	<b>(\$72,594)</b>	<b>(\$130,000)</b>	<b>(\$126,500)</b>	<b>\$3,664,831</b>

Laser Spine Institute ("LSI")

13-Week Wind Down Expense Budget

For the Combined Locations: Tampa, Arizona, Cincinnati, Philadelphia and St. Louis

PRELIMINARY DRAFT as of June 18, 2019:

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Source: Discussions with LSI management and support

Notes	3/15-6/16/19	06/23/19	06/30/19	07/07/19	07/14/19	07/21/19	07/28/19	08/04/19	08/11/19	08/18/19	08/25/19	09/01/19	09/08/19	09/15/19	Total
<b>Asignee fees and expenses</b>															
14															
Soneet R Kapila, Assignee	\$0		(\$120,292)				(\$44,798)				(\$33,184)				(\$198,274)
Soneet R Kapila, Assignee pre-petition	(\$42,621)														(\$42,621)
KapilaMukamal et al	\$0		(\$560,310)				(\$219,225)				(\$147,464)				(\$926,999)
KapilaMukamal et al pre-petition	(\$76,891)														(\$76,891)
Stichter, Riedel et al	\$0		(\$360,000)				(\$144,444)				(\$96,000)				(\$600,444)
Stichter, Riedel, et al pre-petition	(\$78,131)														(\$78,131)
Healthcare attorney	\$0		(\$12,000)				(\$7,000)				(\$5,000)				(\$24,000)
ERISA counsel	\$0		(\$23,000)				(\$5,000)				(\$5,000)				(\$28,000)
Risk / Insurance consultant	\$0		(\$36,000)				(\$10,000)				(\$5,000)				(\$51,000)
LSI Officer/Director (Bill Maloney)	\$0														\$0
Liquidators / Appraisers	\$0														\$0
16															
IT - data preservation (eHounds)	(\$25,000)		(\$30,000)				(\$15,000)								(\$70,000)
17															
AVR Collections Outsourcing	(\$25,000)														(\$25,000)
Medical Records Custodian	\$0		(\$4,000)				(\$1,200)								(\$27,600)
18															
Filing & Recording Fees & Notice to Creditors	(\$43,451)		(\$20,000)												(\$43,451)
Records Storage fees	(\$861)		(\$5,000)				(\$5,000)								(\$15,861)
Bond expense	(\$2,000)														(\$2,000)
<b>Total Assignee fees and expenses</b>	<b>(\$293,954)</b>	<b>(\$39,000)</b>	<b>(\$1,131,602)</b>	<b>\$0</b>	<b>(\$1,200)</b>	<b>(\$5,000)</b>	<b>(\$445,466)</b>	<b>\$0</b>	<b>(\$1,200)</b>	<b>(\$5,000)</b>	<b>(\$286,648)</b>	<b>\$0</b>	<b>(\$1,200)</b>	<b>\$0</b>	<b>(\$2,210,272)</b>
<b>Texas Capital Bank Expenses</b>															
19															
Bank / Agent Expenses	(\$356,496)		(\$90,000)				(\$90,000)				(\$90,000)				(\$626,496)
<b>Total Texas Capital Bank expenses</b>	<b>(\$356,496)</b>	<b>(\$90,000)</b>	<b>(\$90,000)</b>	<b>\$0</b>	<b>\$0</b>	<b>(\$90,000)</b>	<b>\$0</b>	<b>\$0</b>	<b>(\$90,000)</b>	<b>(\$90,000)</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>(\$626,496)</b>
<b>Net Cash Flow (Deficit) after Total Expenses</b>	<b>\$5,059,973</b>	<b>(\$362,360)</b>	<b>(\$1,491,352)</b>	<b>(\$86,344)</b>	<b>(\$375,050)</b>	<b>(\$155,250)</b>	<b>(\$489,218)</b>	<b>(\$76,344)</b>	<b>(\$368,950)</b>	<b>(\$157,350)</b>	<b>(\$325,398)</b>	<b>(\$72,594)</b>	<b>(\$131,200)</b>	<b>(\$126,500)</b>	<b>\$848,063</b>
Beginning cash balance (deficit)	\$1,086,652	\$5,996,093	\$5,633,733	\$4,142,381	\$4,056,037	\$3,680,987	\$3,525,737	\$2,960,175	\$2,591,225	\$2,439,875	\$2,114,477	\$2,041,683	\$1,910,683	\$1,086,652	
Net cash flow	\$5,059,973	(\$362,360)	(\$1,491,352)	(\$86,344)	(\$375,050)	(\$155,250)	(\$489,218)	(\$76,344)	(\$368,950)	(\$157,350)	(\$325,398)	(\$72,594)	(\$131,200)	(\$126,500)	\$848,063
Adjust for Miscellaneous Bank Activity	(\$150,532)														(\$150,532)
<b>Ending cash balance (deficit)</b>	<b>\$5,996,093</b>	<b>\$5,633,733</b>	<b>\$4,142,381</b>	<b>\$4,056,037</b>	<b>\$3,680,987</b>	<b>\$3,525,737</b>	<b>\$3,036,519</b>	<b>\$2,960,175</b>	<b>\$2,591,225</b>	<b>\$2,439,875</b>	<b>\$2,114,477</b>	<b>\$2,041,683</b>	<b>\$1,910,683</b>	<b>\$1,784,183</b>	<b>\$1,784,183</b>

SEE ACCOMPANYING NOTES

The Assignee from time to time makes written or oral forward-looking statements concerning expectations, beliefs, plans, objectives, future events or performance and underlying assumptions and other statements that are not historical facts. These statements are "forward-looking statements." Generally, the inclusion of the words "believe", "could", "should", "estimate", "expect", "intend", "anticipate", "will", "plan", "target", "forecast", "will", "may" and similar expressions identify statements that constitute "forward-looking statements." All statements addressing developments that the Assignee expects or anticipates will occur in the future, including statements relating to values, future financial condition, assets, real property and timing of their disposition, as well as statements expressing optimism or pessimism about future results, are forward-looking statements. The forward-looking statements are based upon the Assignee's then-current views and assumptions regarding future developments and are applicable only as of the dates of such statements. By their nature, all forward-looking statements involve risks and uncertainties. The Assignee assumes no obligation to update or review any forward-looking information to reflect actual results, changes in assumptions or changes in other factors affecting forward-looking information, whether as a result of new information, future events or otherwise. There can be no assurance that the Assignee has correctly identified and appropriately assessed all factors affecting the Company and its assets. For these reasons, you are cautioned not to place undue reliance on any forward-looking statements.

## Laser Spine Institute ("LSI")

### Notes for the 13-Week Wind Down Budget For the Combined Locations: Tampa, Arizona, Cincinnati and St. Louis

**PRELIMINARY DRAFT as of June 18, 2019:**

**This is a preliminary draft. It has been prepared based on preliminary information and assumptions. No one may rely on this draft. It is subject to change as additional information becomes available or is clarified.**

**Source:** Discussions with LSI management and supporting schedules and records provided by management.

1	Actual receipts are reflected for purposes of tying actual results to the book/ledger balance at the end of a prior periods. Future collections are not budgeted. To the extent this results in a negative ending cash balance in any budgeted period, it demonstrates the need for minimum future collections to fund the estate.
2	KapilaMukamal ("KM") identified approximately 44 employees (of the approximately 67 employees that were retained as of March 1, 2019) that would remain on staff to assist the Assignee with the wind down ("Wind Down Staff") and taper off as services are no longer required (note: as of the date of this budget draft, 29 employees were remaining). The budget assumes that all employee benefits are eliminated and that compensation of the Wind Down Staff will be converted to an hourly rate + 20% fringe factor. Employees who stay on through the required end date (currently estimated at 5/31/19) will be paid a 10% stay bonus based on their base annual compensation prorated to the period 4/1/19 - 5/31/19. The Assignee is also considering paying PTO due to the Wind Down Staff, the total amount has not been determined, and is not included in the budget at this time. In addition to payroll, KM included an estimate for per diem contractors to assist with the wind down.
3	The employee health care plan is self funded by LSI and administered by Cigna and the current agreement expired on March 31, 2019. Cigna maintains a \$195,000 reserve to pay claims and LSI is responsible to replenish the reserve weekly based on claims paid from the previous week (note: it appears that the \$190,000 reserve may have been depleted by subsequent notifications from Cigna aggregating \$310,000). The claims payments have historically averaged approximately \$100,000 per week and it is estimated that the remaining liability will be approximately \$1 million. The company received a \$202,000 pharmacy rebate from Cigna. Cigna is arguing that this amount must be returned to them and be applied to amounts due them for the company's self insured plan. The ultimate resolution is TBD but the amount is reflected in the budget as being returned to Cigna.
4	Employee Benefits from Payroll Deductions are employee deductions taken from the March 1st payroll to pay for the employee benefits (dental, life, vision, disability, etc.). The amount in the budget represents the remaining unfunded balance from the March 1st payroll.
5	The estimated 401k Audit payment for the 2019 401(K) audit (\$14,000) may be offset by forfeitures to pay for the audit.
6	See separate "Status of Lease Negotiations" chart and Exhibit I (both attached hereto).
7	KM assumed utilities would be paid for Tampa, Arizona, Cincinnati and St Louis from March through facility closings.
8	The cost to ramp down and wipe PHI data from the MRI units is approximately \$12,000 for each location and the costs to wipe PHI data for the X-ray machines and C-Arms has been estimated based on discussions with the vendors.
9	The estimated malpractice insurance premiums for tail coverage and a new policy requiring installment payments have been removed from the budget given unsuccessful negotiation with the insurance provider.
10	Commercial and general liability policy, effective March 1, 2019, financed with a down payment of approximately \$124,927 to be followed by 10 monthly payments of \$51,416 and one payment of \$7,840. The risk consultant has worked to eliminate coverage no longer required, and the Assignee has reduced the month premium accordingly.
11	The IT expenses include data storage fees (CenturyLink, AWS and Iron Mountain) internet and phone connectivity (Level 3) and billing/collecting and medical record storage (NextGen). KM assumed the IT services would be required through May 2019.
12	Iron Mountain expenses include monthly storage charges as well as a \$74,000 charge for records destruction based on a quote provided by them.
13	There are, and will continue to be, a significant amount of medical record requests that require and the office, mailing and printer copier expenses are estimates for costs to respond.
14	The Assignee's costs and expenses include the costs to administer and manage the Assignment. Timing and amount of budgeted fees reflect the order for interim fee payments (i.e. 80% of budgeted fees and 100% of expenses). These estimates are a good faith estimate and will in all likelihood vary. They do not represent a fixed fee.
15	These costs were eliminated.
16	Includes estimated costs for inventory and appraisal only. Liquidation costs are not included in the budget at this time. Liquidation costs will include expenses for moving equipment, storage, restoration of real property for damage caused in removals (e.g. MRI's) and auctioneer's fees and expenses.
17	The Assignee has retained a third-party AR collection company, Accordias, to administer the AR recovery process with the continued assistance of four to five former LSI AR team members on a per diem basis to assist with the recovery efforts and provide institutional knowledge of the various payors and accounts. The contract with Accordias was approved by the Court and the terms include a \$25,000 initial set up fee plus 8.5% of collections.
18	The Assignee has identified a medical record custodian ("Custodian") to preserve and respond to patient and third-party medical record requests. The terms include a one-time set-up fee between \$10,000 to \$20,000 (depending on the format the records are provided) and the Custodian will preserve the records for the period of time required by law and produce records upon request. The Custodian will charge the requesting party a fee to produce the medical records and the LSI estate will not be responsible for any additional costs (except the one-time set up fee) plus a monthly servicing and licensing fee for the transfer of the required applications to the Custodian. The Assignee, with the assistance of the LSI IT team, are working on converting the records in an acceptable format for the Custodian and there may be additional costs required to convert the DICOM images (MRIs & X-Rays) and the legacy medical record application (Amkia) into an acceptable format.
19	The Assignee will pay the costs of Texas Capital Bank and it's professionals to administer the ABC arrangement. Costs are not fully budgeted but do include estimated legal fees.
20	Cash includes balances in Texas Capital Bank accounts plus amounts in Assignee's Signature Bank accounts.
21	Mostly ACH debits related to pre-petition liabilities which will be reversed in subsequent periods. There is a day or two lag from when the ACH debits are charged to the account and when they are reversed. As such, at any given time there is a negative balance which will be reversed prospectively.

## Laser Spine Institute ("LSI")

### Notes for the 13-Week Wind Down Budget For the Combined Locations: Tampa, Arizona, Cincinnati and St. Louis

**PRELIMINARY DRAFT as of June 18, 2019:**

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**Source:** Estimated based on ongoing discussions with Landlords

Facility Location	May	June	July	August	September		
Cincinnati	\$42,697	\$0	\$0	\$0	\$0		
Cleveland	\$40,000	\$0	\$0	\$0	\$0		
Oklahoma	\$0	\$0	\$0	\$0	\$0		
Philadelphia	\$0	\$0	\$0	\$0	\$0		
Scottsdale		\$109,000	\$109,000	\$109,000	\$0		
St. Louis	\$0	\$0	\$0	\$0	\$0		
Tampa	\$0	\$0	\$120,000	\$120,000	\$0		
	<b>\$82,697</b>	<b>\$109,000</b>	<b>\$229,000</b>	<b>\$229,000</b>	<b>\$0</b>		

**Notes:**

**Cincinnati** - Amount payable per agreement with landlord

**Cleveland** - Amount payable per agreement with landlord

**Oklahoma** - Facility was vacated prior to assignee's appointment

**Philadelphia** - Facility was vacated prior to assignee's appointment

**Scottsdale** - The Assignee is working to resolve the landlord's assertion of a lien. Out of precaution the budget reflects regular rent payments to allow sufficient time for an orderly auction of the furniture and equipment.

**St. Louis** - Standstill through May 24th. All assets have been removed for auction.

**Tampa** - standstill agreement in place. Fair market storage rent is due after termination of standstill period. The amount budgeted for rent is the estimated FMV storage amount provided for in agreement.