

EXHIBIT A

[Interim Order]

**UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

<p>In re:</p> <p>Wordsworth Academy,</p> <p style="padding-left: 100px;">Debtor.</p>	<p>:</p> <p>:</p> <p>:</p> <p>:</p> <p>:</p>	<p>Chapter 11</p> <p>Case No. 17-14463 (AMC)</p> <p>(Joint Administration Requested)</p>
<p>In re:</p> <p>Wordsworth CUA 5, LLC,</p> <p style="padding-left: 100px;">Debtor.</p>	<p>:</p> <p>:</p> <p>:</p> <p>:</p> <p>:</p>	<p>Chapter 11</p> <p>Case No. 17- 14466 (AMC)</p> <p>(Joint Administration Requested)</p>
<p>In re:</p> <p>Wordsworth CUA 10, LLC,</p> <p style="padding-left: 100px;">Debtor.¹</p>	<p>:</p> <p>:</p> <p>:</p> <p>:</p> <p>:</p>	<p>Chapter 11</p> <p>Case No. 17- 14467 (AMC)</p> <p>(Joint Administration Requested)</p>

INTERIM ORDER PURSUANT TO 11 U.S.C. SECTIONS 105, 361, 362, 363 AND 364 AND RULES 2002, 4001 AND 9014 OF THE FEDERAL RULES OF BANKRUPTCY PROCEDURE (I) AUTHORIZING DEBTORS TO OBTAIN POST-PETITION FINANCING, (II) AUTHORIZING THEM TO ENTER INTO THE DIP CREDIT AGREEMENT, (III) GRANTING LIENS AND ADMINISTRATIVE PRIORITY CLAIMS TO DIP LENDER, (IV) MODIFYING THE AUTOMATIC STAY, AND (V) SCHEDULING A FINAL HEARING

Upon the motion (the “*Motion*”)² of the above-captioned debtors and debtors-in-possession (the “*Debtors*” or the “*Borrower*”) (a) for the entry of this Interim Order (the “*Interim Order*”) and the Final Order (the “*Final Order*”) authorizing the Debtors to (i) obtain loans and advances and other financial accommodations in an aggregate principal amount not to exceed \$1,500,000 (the “*DIP Facility*” or “*DIP Loans*”) pursuant to sections 363 and 364 of title

¹ The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor’s federal tax identification number, are: Wordsworth Academy (9031); Wordsworth CUA 5, LLC (0983); and Wordsworth CUA 10, LLC (5980). Wordsworth Academy has an address at 3300 Henry Ave., Philadelphia, PA 19129.
² Capitalized terms not defined herein shall have the meaning ascribed to them in the Motion.

11 of the United States Code (the “**Bankruptcy Code**”) by entering into a debtor in possession credit agreement (the “**DIP Credit Agreement**”), substantially in the form annexed to the Motion as **Exhibit B**, among the Debtors and Learn and Play, Inc. t/a Play and Learn (the “**DIP Lender**”), and Public Health Management Corporation as guarantor of the timely repayment of the DIP Loans, (ii) execute and enter into the DIP Credit Agreement and the agreements and instruments contemplated thereby and to perform such other and further acts as may be required in connection with the DIP Credit Agreement, (iii) grant administrative priority claims to the DIP Lender in accordance with the DIP Credit Agreement, this Interim Order, and the Final Order to secure any and all of the DIP Obligations (as defined herein), and (iv) pending a final hearing on the Motion (the “**Final Hearing**”), obtain emergency funding under the DIP Credit Agreement to and including the date on which the Final Order is entered (the “**Interim Facility**”), (b) requesting modification of the automatic stay imposed under section 362 of the Bankruptcy Code to the extent necessary to permit the Debtors and the DIP Lender to implement the terms of this Interim Order and the Final Order, (c) in accordance with Rule 4001(c) of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), requesting that this Court (the “**Bankruptcy Court**”) schedule the final hearing (the “**Final Hearing**”) for the entry of a Final Order on the Motion to be held within twenty-eight (28) days after the entry of this order (the “**Interim Order**”), and (d) requesting, pursuant to Rule 4001 of the Bankruptcy Rules, that an emergency interim hearing on the Motion (the “**Interim Hearing**”) be held for the Court to consider entry of this Interim Order, which authorizes the Debtors to borrow funds under the DIP Credit Agreement, on an interim basis, up to an aggregate principal amount not to exceed \$1,000,000 (the “**Interim Amount**”); and the Court having considered the Motion and the exhibits attached thereto, including, without limitation, the DIP Credit Agreement; and the Interim Hearing having

been held and concluded; and upon all of the pleadings filed with the Court, all evidence presented in support of this Interim Order, and all of the proceedings held before the Court; and after due deliberation and consideration and good and sufficient cause appearing therefor,

THE COURT HEREBY FINDS:

1. On June 30, 2017 (the “*Petition Date*”), the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code.

2. The Debtors are continuing in the management and possession of their business and properties as a debtors-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

3. This Court has jurisdiction over this proceeding and the parties and property affected hereby pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

4. Notice of the relief sought by the Motion and the Interim Hearing was delivered via facsimile, electronic mail, and/or overnight delivery to the following: (a) the Office of the United States Trustee for the Eastern District of Pennsylvania; (b) the Commonwealth of Pennsylvania, Department of Labor and Industry; (c) the Commonwealth of Pennsylvania, Department of Revenue; (d) the Office of the Attorney General of Pennsylvania; (e) the entities listed on the Consolidated List of Creditors Holding the 30 Largest Unsecured Claims filed pursuant to Bankruptcy Rule 1007(d); (f) the Internal Revenue Service; (g) the City of Philadelphia; (h) M&T Bank; (i) Play and Learn; and (j) all parties who have requested notice pursuant to Bankruptcy Rule 2002. Given the nature of the relief sought in the Motion, the Court concludes that the foregoing notice was sufficient and adequate under the circumstances and

complies with Bankruptcy Rules 2002 and 4001 in all respects for purposes of entering this Interim Order.

5. The Debtors acknowledge, admit, and confirm the following as of the Petition Date:

6. An immediate and critical need exists for the Debtors to obtain funds and use cash collateral to continue the operation of its business. However, the use of “cash collateral,” as defined by section 363(a) of the Bankruptcy Code and including any and all prepetition and, subject to section 552 of the Bankruptcy Code, postpetition proceeds of the Prepetition Collateral (“*Cash Collateral*”), alone would be insufficient to meet the Debtors’ immediate post-petition liquidity needs.³

7. The Debtors are unable to obtain the required funds on terms more favorable than those offered by the DIP Lender under the DIP Credit Agreement, this Interim Order, the Final Order and all other agreements, documents, notes and instruments executed and delivered pursuant hereto or thereto or in connection herewith or therewith (collectively with the DIP Credit Agreement, this Interim Order and the Final Order, the “*Post-petition Financing Documents*”).

8. The Debtors have requested that, pursuant to the terms of the Post-petition Financing Documents, the DIP Lender make loans and advances and provide other financial accommodations to the Debtors to be used by the Debtors solely in accordance with the terms of the Post-petition Financing Documents. The ability of the Debtors to continue their business and reorganize under chapter 11 of the Bankruptcy Code depends upon the Debtors obtaining such

³ The Debtors are separately filing a motion for authority to use cash collateral with respect to M&T Bank.

financing. The Debtors will suffer immediate and irreparable harm if the requested post-petition financing is not available on an interim and/or final basis.

9. The DIP Lender is willing to extend the DIP Facility on an administrative priority claim basis, as more particularly described herein, pursuant to the terms and conditions of the Post-petition Financing Documents. The Debtors' entry into the Post-petition Financing Documents is fair and reasonable and is a sound exercise of their business judgment consistent with their respective fiduciary duties. The Post-petition Financing Documents were negotiated at arm's length and in good faith between the Debtors and the DIP Lender, and the loans and extensions of credit provided for in the Post-petition Financing Documents constitute reasonably equivalent value and fair consideration. Accordingly, the relief requested in the Motion is necessary, essential, and appropriate for the continued operation of the Debtors' business, the management and preservation of their assets and property, and to avoid irreparable harm to the Debtors, their business, their estates, and parties in interest, including children within their care, and is therefore in the best interests of the Debtors and their estates, creditors, and parties in interest.

10. The DIP Credit Agreement provides for various customary Events of Default (as defined therein), including, failure to make payments when due; breach of certain covenants; breach of warranty; other defaults under Loan Documents; dissolution or cessation of business; dismissal of the bankruptcy case or conversion to a chapter 7 case; appointment of a chapter 11 trustee; appointment of an examiner with enlarged powers relating to the operation of the business of the Debtors; Financing Order reversed, stayed or rescinded or amended or supplemented by the Court without written consent of the DIP Lender; attempts by the Debtors to obtain an order of the Bankruptcy Court or other judgment, which would invalidate, reduce or

otherwise impair DIP Lender's claims or claim priority status; filing of pleadings by the Debtors affecting the priority claim status of DIP Lender's claims, invalidation or subordination of the priority claim status, the confirmation of a plan which does not contain a provision for payment in full in cash of all obligations of the Debtors to DIP Lender; filing of a motion by the Debtors requesting, or entry of an order granting, any super-priority claim which is senior to the DIP Lender's claims, *except that* the Debtors may borrow against accounts receivable as expressly set forth in the DIP Credit Agreement. Each of the Event of Default provisions in the DIP Credit Agreement are expressly approved upon entry of this Interim and Final DIP Order.

11. The DIP Credit Agreement provides that the final maturity date (the "*Termination Date*") shall be the earliest of the following: (a) December 31, 2017; (b) the effective date of a confirmed plan of reorganization; (c) acceleration by Lender of the Obligations due to the occurrence of an Event of Default; (d) the indefeasible payment in full of all Obligations owing under the DIP Facility; or (e) upon conversion or dismissal of the bankruptcy case.

12. The Debtors' pre-petition secured lender, M&T Bank, has consented to allow a first priority lien to be placed on the Debtors' accounts receivable and to allow a second-lien to be placed on the Debtors' real property at 2101 Pennsylvania Avenue, Fort Washington, PA (the "*Fort Washington Campus*") and as otherwise set forth in the terms and conditions in the DIP Credit Agreement and this Interim Order.

13. Based on the record before the Court, the terms of the Post-petition Financing Documents, pursuant to which the DIP Loan, advances and other credit and financial accommodations will be made or provided to the Debtors by the DIP Lender, in each case have been negotiated at arm's length and in "good faith," as that term is used in section 364(e) of the

Bankruptcy Code, and are in the best interests of the Debtors and their estates, creditors, and parties in interest. The DIP Lender is extending the DIP Facility to the Debtors in good faith, and the DIP Lender is entitled to the benefits of the provisions of section 364(e) of the Bankruptcy Code.

14. It is in the best interests of the Debtors' estates that they be allowed to finance their operations under the terms and conditions set forth herein and in the Post-petition Financing Documents. The relief requested by the Motion is necessary to avoid immediate and irreparable harm to the Debtors' estate, and good, adequate and sufficient cause has been shown to justify the granting of the relief requested herein, and the immediate entry of this Interim Order pursuant to Bankruptcy Rules 4001(c).

NOW, THEREFORE, IT IS HEREBY ORDERED:

1. **Motion Granted.** The Motion is granted on the terms and conditions set forth herein. Any objections to the relief sought in the Motion that have not been previously resolved or withdrawn are hereby overruled on their merits or, to the extent applicable, deferred until the hearing on the Final Order. This Interim Order shall become effective immediately upon its entry. To the extent the terms of the other Post-petition Financing Documents differ in any material respect from the terms of this Interim Order, this Interim Order shall control.

2. **DIP Credit Agreement.** The Debtors are hereby (i) authorized to enter into the DIP Credit Agreement, substantially in the form filed with the Court as Exhibit B to the Motion, and the other Post-petition Financing Documents, and (ii) authorized to borrow up to the aggregate principal amount of \$1,500,000 in accordance with the terms and conditions of the Post-petition Financing Documents. All obligations owed to the DIP Lender under, or in connection with, the Post-petition Financing Documents, including, without limitation, all loans,

advances, letters of credit and other indebtedness, obligations, and amounts (contingent or otherwise) owing from time to time under or in connection with the Post-petition Financing Documents, and any and all other obligations at any time incurred by any of the Debtors to the DIP Lender, are defined and referred to herein as the “*DIP Obligations.*”

3. **Conditions Precedent.** The DIP Lender shall have no obligation to lend under the DIP Credit Agreement unless and until the conditions set forth in the DIP Credit Agreement have been satisfied or waived in accordance with the DIP Credit Agreement, including, without limitation: (i) assumption of the DIP Lender’s lease, (ii) approval by the Board of Directors of DIP lender, and (iii) completion of due diligence.

4. **Conditions Subsequent.** Delivery of an acceptable appraisal concluding that the value of the Fort Washington campus is not less than \$9,350,000.

5. **Interim Borrowing.** The Debtors are authorized to borrow up to the Interim Amount in accordance with the Budget attached hereto as Exhibit 1, on an interim basis through and including the date of the Final Order.

6. **Binding Effect.** Upon execution and delivery of the Post-petition Financing Documents, the Post-petition Financing Documents shall constitute valid and binding obligations of the Debtors, enforceable against the Debtors in accordance with their terms; *provided, however,* that notwithstanding any other provision of this Interim Order or of the other Post-petition Financing Documents, the Debtors shall not incur DIP Obligations in the principal amount of more than the Interim Amount. No obligation, payment, or transfer under this Interim Order or the other Post-petition Financing Documents shall be stayed, restrained, voided or recovered under the Bankruptcy Code or any applicable non-bankruptcy law, or subjected to any defense, reduction, setoff, recoupment or counterclaim.

7. **Use of Lender Funds.** The Debtors may use the loans or advances made under, or in connection with, the Post-petition Financing Documents solely as provided in this Interim Order and in the Post-petition Financing Documents. From and after the Petition Date, amounts loaned and advanced under, or in connection with, the Post-petition Financing Documents shall not, directly or indirectly, be used to pay expenses of the Debtors or otherwise disbursed except (a) as provided in this Interim Order and in the Post-petition Financing Documents; (b) to fund working capital requirements and capital expenditures of the Debtors in the ordinary course and other items in accordance with the terms of the Budget, including fees and expenses of attorneys and financial advisors or other professional of the Debtors and any committee duly retained pursuant to sections 327 and 1103 of the Bankruptcy Code (including, without limitation, a claims and noticing agent), which have been allowed by the Court, but only to the extent such fees and expenses are provided in the Budget during the administration of the Chapter 11 Case (the “*Professional Fees*”); and (c) to fund the payment of interest accrued on the DIP Loans; *provided, however*, that the foregoing shall not be construed as consent to the allowance of any of the Professional Fees referred to above and shall not affect the right of any party in interest to object to the allowance and payment of any such fees and expenses of professionals.

8. **Interest.** Interest on the DIP Obligations shall accrue at the rates and be paid in accordance with the terms and provisions of the Post-petition Financing Documents.

9. **Grant of Security Interest and Waiver of Recordation.** The DIP Lender is granted a second priority lien on the Fort Washington Campus. Subject to the foregoing paragraph, the second priority lien shall constitute a valid and duly perfected security interest and lien as of the Petition Date. The DIP Lender shall not be required to file or serve financing statements, notices of lien or similar interests which otherwise may be required under

federal or state law in any jurisdiction, or take any action, including taking possession, to validate and perfect such lien.

10. **Acknowledgement of Lease Rights.** The Debtors acknowledge the extent, validity and priority of the DIP Lender's prepetition lease with respect to the Fort Washington Campus and filed a motion to assume such lease on the Petition Date.

11. **Sale of Certain Property.** The parties shall negotiate in good faith for the sale of certain real estate owned by the Debtor to the DIP lender, specifically, the portion of the Fort Washington Property under lease to the DIP Lender and certain adjacent lands.

12. **Indemnification.** The Debtors will indemnify the DIP Lender and its affiliates with respect to the DIP Loan.

13. **506(c) Waiver.** The Debtors waive any right to surcharge the DIP Lender's collateral pursuant to 11 U.S.C. § 506(c).

14. **Avoidance Actions.** The Debtors shall not grant a lien on avoidance actions, if any.

15. **Priority of DIP Obligations.** All DIP Obligations hereby constitute, under sections 364(b) and 503(b)(1) of the Bankruptcy Code, allowed administrative expense claims (the "***Priority Claims***") against the Debtors.

16. **Survival.** The provisions of this Interim Order and any actions taken pursuant hereto shall survive entry of any order which may be entered: (a) confirming any plan of reorganization in any of the Chapter 11 Case (and pursuant to section 1141(d) of the Bankruptcy Code, the Debtors hereby waive such discharge); (b) converting any of the Chapter 11 Case to a case under chapter 7 of the Bankruptcy Code; (c) dismissing any of the Chapter 11 Case or any successor case; or (d) pursuant to which this Court abstains from hearing any of the Chapter 11

Case or any successor case, provided however that priority claims or other administrative expenses shall survive only to the extent permitted by applicable law. The terms and provisions of this Interim Order, including the claims and other protections granted to the DIP Lender pursuant to this Interim Order and/or the Post-petition Financing Documents, notwithstanding the entry of any such order, shall continue in the Chapter 11 Case, in any successor case, or following dismissal of the Chapter 11 Case or any successor case, and shall maintain their priority as provided by this Interim Order until all DIP Obligations have been indefeasibly paid in full in cash and all commitments to extend credit under the DIP Facility are terminated.

17. **DIP Lender Rights.** Except as otherwise provided for herein, the entry of this Interim Order is without prejudice to, and does not constitute a waiver of, expressly or implicitly, or otherwise impair (a) any of the rights of the DIP Lender under the Bankruptcy Code or under any non-bankruptcy law to (i) request modification of the automatic stay of section 362 of the Bankruptcy Code, (ii) request dismissal of the Chapter 11 Case, conversion of the Chapter 11 Case to a case under chapter 7 of the Bankruptcy Code, or appointment of a chapter 11 trustee or examiner (including with expanded powers), or (iii) propose, subject to the provisions of section 1121 of the Bankruptcy Code, a chapter 11 plan or plans, or (b) any other rights, claims or privileges (whether legal, equitable or otherwise) of the DIP Lender.

18. **Releases.** In consideration of DIP Lender providing credit and financial accommodations to the Debtors pursuant to the provisions of the DIP Credit Agreement and the Interim Order. The Debtors on behalf of themselves, successors, and assigns (collectively, the “Releasers”) shall forever release, discharge, and acquit DIP Lender and its affiliates, agents, predecessors, employees, counsel, successors, and assigns (collectively, the “Pre-Petition Releasees”) of and from any and all claims, demands, liabilities, responsibilities, disputes,

remedies, causes of action, indebtedness and obligations of every kind, nature and description, including without limitation, any so-called “lender liability” claims or defenses, that Releasors had, have or hereafter can or may have against Pre-Petition Releasees as of the date hereof, in respect to events that occurred on or prior to the date hereof with respect to the DIP Loan.

19. **Termination.** Notwithstanding any provision of this Order or in any of the Post-petition Financing Documents, on the Termination Date (as defined in the DIP Credit Agreement), (i) the Debtors shall no longer be authorized to borrow funds or incur indebtedness under the Post-petition Financing Documents or this Interim Order or to use any of the DIP Loans already received, and (ii) any obligations of the DIP Lender to make loans or advances or issue letters of credit hereunder or under the other Postpetition Financing Documents automatically shall be terminated.

20. **Survival After Termination.** Notwithstanding anything herein or the occurrence of the Termination Date, all of the rights, remedies, benefits and protections provided to the DIP Lender under this Interim Order and the Post-petition Financing Documents shall survive such Termination Date. Upon such Termination Date, the principal of and all accrued interest and fees and all other DIP Obligations shall be immediately due and payable and the DIP Lenders shall have all other rights and remedies provided in this Interim Order, the other Post-petition Financing Documents, and applicable law.

21. **Automatic Stay Modification.** The automatic stay provisions of section 362 of the Bankruptcy Code are hereby vacated and modified to the extent necessary to permit the DIP Lender (i) to file any documents appropriate in its discretion, (ii) assess, charge, collect, advance, deduct and receive payments, including all interest, fees, costs, and expenses permitted under the Post-Petition Financing Documents, and (iii) upon the Termination Date, with notice as provided

for herein, without further order of or application to this Court, to exercise all rights and remedies provided for in the Post-petition Financing Documents or under applicable law.

22. **No Waiver of Remedies.** The failure or delay by the DIP Lender to seek relief or otherwise exercise its rights and remedies under this Interim Order or any other Post-petition Financing Documents shall not constitute a waiver of any of its rights.

23. **Successor and Assigns.** The provisions of this Interim Order shall be binding upon and inure to the benefit of each of the DIP Lender and the Debtors and their respective successors and assigns (including any trustee or fiduciary hereafter appointed or elected as a legal representative of any of the Debtors, its estate, or with respect to the property of any of its estate) whether in the Chapter 11 Case, in any successor case, or upon dismissal of any such chapter 11 or chapter 7 case.

24. **Additional Assurances.** The Debtors are authorized and directed to do and perform all acts to make, execute and deliver all instruments and documents, and shall pay fees and expenses that may be required or necessary for the Debtors' performance under the Post-petition Financing Documents, including, without limitation, (i) the execution of the Post-petition Financing Documents and (ii) the payment of any fees or other expenses described or provided in the Post-petition Financing Documents as such become due.

25. **Limits on Lender Liability.** Nothing in this Interim Order or in any of the Post-petition Financing Documents, or any other documents related to this transaction shall in any way be construed or interpreted to impose or allow the imposition upon the DIP Lender any liability for any claims arising from any and all activities by the Debtors in the operation of its business in connection with the Debtors' post-petition restructuring efforts.

26. **Good Faith Under Section 364(e) of the Bankruptcy Code; No Modification of Stay of this Interim Order.** The DIP Lender has acted in good faith in connection with this Interim Order and its reliance on this Interim Order is in good faith. Based on the findings set forth in this Interim Order and the record made during the Interim Hearing, and in accordance with section 364(e) of the Bankruptcy Code, in the event any or all of the provisions of this Interim Order are hereafter modified, amended or vacated by a subsequent order of this Court or any other court, the DIP Lender is entitled to the protections provided in section 364(e) of the Bankruptcy Code. Any such modification, amendment or vacatur shall not affect the validity and enforceability of any advances previously made or made hereunder, or any claim or priority authorized or created hereby. Any claims or priorities granted to the DIP Lender hereunder arising prior to the effective date of any such modification, amendment or vacatur of this Interim Order shall be governed in all respects by the original provisions of this Interim Order, including entitlement to all rights, remedies, privileges and benefits granted herein.

27. **Debtors' Waivers.** At all times during this Case, and whether or not an Event of Default has occurred, absent consent of the DIP Lender, the Debtors waive any right that they may have to seek further authority to challenge the application of any payments authorized by the Interim Order pursuant to section 506(b) of the Bankruptcy Code, (d) to propose, support or have a plan of reorganization or liquidation that does not provide for the indefeasible payment in cash in full and satisfaction of all Post-Petition Obligations on the effective date of such plan in accordance with the terms and conditions set forth in the DIP Agreement, provided however, that the DIP Lender may otherwise consent in writing, but no such consent shall be implied from any other action, inaction, or acquiescence by DIP Lender.

28. **No Third Party Rights.** Except as explicitly provided for herein, this Interim Order does not create any rights for the benefit of any third party, creditor, equity holder, or any other direct, indirect or incidental beneficiary.

29. **Reporting.** The Debtors shall keep books and records of original entry current and updated, so that all business activity is posted to them in the ordinary course of the Debtors' business. The Debtors shall provide to the DIP Lender the reports of operations required to be provided by the DIP Credit Agreement, if any, at the same time and in the same manner as set forth therein.

30. **Notice of Final Hearing.** The Debtors shall promptly serve by United States mail, first class postage prepaid, copies of the Motion, this Interim Order and a notice of the Final Hearing (the "***Final Hearing Notice***") to be held on [_____, 2017 at [____:____ __.m.] to consider entry of the Final Order on the following: (a) the U.S. Trustee; (b) DIP Lender; (c) the Internal Revenue Service; (d) the thirty (30) largest unsecured creditors, and (e) M&T Bank.

31. Copies of the Motion, this Interim Order and the Final Hearing Notice also shall be served upon all persons requesting service of papers pursuant to Bankruptcy Rule 2002 by United States mail, first class postage prepaid promptly following the receipt of such request. The Final Hearing Notice shall state that any party in interest objecting to the entry of the Final Order shall file written objections with the Court no later than 4:00 p.m. on [_____, 2017], which objections shall be served so that the same are received on or before such date and time by: (a) counsel for the Debtors, Dilworth Paxson LLP, 1500 Market Street, Suite 3500E, Philadelphia, PA, 19102, Attn: Lawrence G. McMichael; (b) the Office of the U.S.

Trustee; and (c) counsel to the DIP Lender; Flaster Greenberg, P.C., 1835 Market Street, Suite 1050, Philadelphia, PA 19103, Attn: William J. Burnett.

32. **Waiver of Any Applicable Stay.** Any applicable stay is hereby waived and shall not apply to this Interim Order.

33. **Finding of Fact and Conclusion of Law.** This Interim Order shall constitute findings of fact and conclusions of law pursuant to Rule 7052 of the Bankruptcy Rules and shall take effect and be fully enforceable immediately upon execution hereof.

34. **Jurisdiction.** The Court has and will retain jurisdiction to enforce this Interim Order according to its terms.

SO ORDERED by this Court this ____ day of July, 2017.

United States Bankruptcy Judge

EXHIBIT 1

(Budget)

	PR		PR		PR		PR		PR		PR		PR		PR		PR		
	Actual W/E	Actual W/E	Actual W/E	Forecast W/E	Forecast W/E	Forecast W/E	Forecast W/E	Forecast W/E	Forecast W/E	Forecast W/E	Forecast W/E	Forecast W/E	Forecast W/E	Forecast W/E	Forecast W/E	Forecast W/E	Forecast W/E	Forecast W/E	Total
	06/10/17	06/17/17	06/24/17	07/01/17	07/08/17	07/15/17	07/22/17	07/29/17	08/05/17	08/12/17	08/19/17	08/26/17	09/02/17	09/09/17	09/16/17	09/23/17	09/30/17		
Deposits																			
CBH / Other MCOs	288,785	68,868	281,715	50,000	275,000	50,000	300,000	50,000	275,000	50,000	300,000	50,000	275,000	50,000	300,000	50,000	275,000	2,350,000	
PA DOE	-	-	-	643,130	-	-	-	657,922	-	-	-	-	657,922	-	-	-	657,922	2,616,898	
DHS - Regular & DHS - CUA	17,979	56,775	310,455	30,000	30,000	100,000	30,000	30,000	30,000	100,000	30,000	30,000	100,000	30,000	30,000	100,000	30,000	700,000	
SD of Philadelphia	-	4,085,793	-	-	413,363	-	-	-	4,000,000	-	-	-	1,500,000	-	-	-	-	5,913,363	
Other Misc School	16,238	34,388	40,980	294,390	100,000	70,000	319,480	13,000	90,000	70,000	70,000	159,740	192,850	258,825	70,000	70,000	90,000	1,238,285	
Acute Partial	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Term Debt	-	-	-	-	-	-	-	1,500,000	-	-	-	-	-	-	-	-	-	-	1,500,000
Misc Deposits	113,582	33,725	2,000	41,000	10,000	30,000	10,000	10,000	10,000	30,000	10,000	10,000	10,000	30,000	10,000	10,000	10,000	231,000	
Total Deposits	436,584	4,279,549	635,150	1,158,520	798,363	569,480	1,923,000	837,922	4,385,000	409,740	602,850	438,825	2,612,922	180,000	410,000	250,000	1,042,922	15,619,546	

Operating	5/28-6/10		6/11-6/24		6/25-7/8														
Payroll	(1,006,000)	-	(997,124)	(850,000)	-	(960,000)	-	(935,854)	-	(935,854)	-	(935,854)	-	(926,454)	-	(926,454)	-	-	(6,470,470)
403(b) Payment	-	(13,291)	-	(34,000)	-	-	(14,000)	-	(14,000)	-	(14,000)	-	(14,000)	-	(14,000)	-	(14,000)	-	(118,000)
Credit Cards (M&T)	-	(19,523)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Debit Cards (TD)	(608)	-	-	(2,500)	(2,500)	(2,500)	(2,500)	(2,500)	(2,500)	(2,500)	(2,500)	(2,500)	(2,500)	(2,500)	(2,500)	(2,500)	(2,500)	(2,500)	(35,000)
FSA Transfer	(2,000)	(6,014)	-	(4,000)	(2,000)	(2,000)	(2,000)	(6,000)	(2,000)	(2,000)	(2,000)	(10,000)	(2,000)	(2,000)	(2,000)	(2,000)	(2,000)	(2,000)	(42,000)
Employee	(27,334)	(25,296)	(30,648)	(40,000)	(20,000)	(20,000)	(20,000)	(20,000)	(20,000)	(20,000)	(20,000)	(20,000)	(20,000)	(20,000)	(20,000)	(20,000)	(20,000)	(20,000)	(300,000)
Petty Cash	(5,964)	(8,475)	-	(10,000)	(5,000)	(5,000)	(5,000)	(5,000)	(5,000)	(5,000)	(5,000)	(5,000)	(5,000)	(5,000)	(5,000)	(5,000)	(5,000)	(5,000)	(75,000)
Foster Care	(36,321)	(35,355)	(34,750)	(72,000)	-	(36,000)	(36,000)	(36,000)	(36,000)	(36,000)	(36,000)	(36,000)	(36,000)	(36,000)	(36,000)	(36,000)	(36,000)	(36,000)	(504,000)
CUA	(7,671)	(536,141)	(1,433,276)	-	-	(750,000)	(1,000,000)	(750,000)	(1,000,000)	(500,000)	(500,000)	(500,000)	(500,000)	(500,000)	(500,000)	(500,000)	-	-	(7,000,000)
Benefits	(18,220)	(39,763)	(282,127)	(30,000)	-	-	(10,000)	(294,500)	-	-	(10,000)	(294,500)	-	-	(10,000)	-	(294,500)	(943,500)	
Insurance	(64,467)	(152,821)	(17,666)	-	-	(235,000)	-	-	-	-	(235,000)	-	-	-	(235,000)	-	(235,000)	(705,000)	
Operating	(73,286)	(113,834)	(38,264)	(100,000)	(100,000)	(100,000)	(100,000)	(150,000)	(100,000)	(100,000)	(100,000)	(100,000)	(100,000)	(100,000)	(100,000)	(100,000)	(100,000)	(1,450,000)	
Acute Partial	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Rent	-	-	-	-	(238,100)	-	-	-	(106,600)	-	-	-	(106,600)	-	-	-	-	-	(451,300)
Staffing	(43,926)	(48,922)	(49,287)	(50,000)	(50,000)	(50,000)	(50,000)	(50,000)	(50,000)	(50,000)	(50,000)	(50,000)	(50,000)	(50,000)	(50,000)	(50,000)	(50,000)	(50,000)	(700,000)
Utilities	(10,562)	(43,933)	(872)	(5,000)	(15,000)	(47,000)	(5,000)	(5,000)	(5,000)	(15,000)	(47,000)	(5,000)	(5,000)	(15,000)	(47,000)	(5,000)	(5,000)	(5,000)	(226,000)
Professional	(8,173)	(5,850)	(5,510)	(2,325)	(2,325)	(2,325)	(7,325)	(2,325)	(2,325)	(2,325)	(7,325)	(2,325)	(2,325)	(2,325)	(2,325)	(2,325)	(2,325)	(2,325)	(47,550)

Disbursements	(1,304,533)	(1,049,217)	(2,889,523)	(1,199,825)	(434,925)	(2,209,825)	(1,251,825)	(2,257,179)	(1,343,425)	(1,668,679)	(1,028,825)	(1,961,179)	(843,425)	(1,659,279)	(1,023,825)	(1,654,279)	(531,325)	(19,067,820)	
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Net Operating Cash	(867,950)	3,230,332	(2,254,374)	(41,305)	363,438	(1,640,345)	671,175	(1,419,257)	3,041,575	(1,258,939)	(425,975)	(1,522,354)	1,769,497	(1,479,279)	(613,825)	(1,404,279)	511,597	(3,448,274)	
and Restructuring																			
Term Loan (P&I)	-	-	-	-	(19,000)	-	-	-	(19,000)	-	-	-	(19,000)	-	-	-	-	-	(57,000)
LOC Interest / Bank	(2,411)	-	-	-	-	(2,500)	-	-	-	(2,500)	-	-	-	-	(2,500)	-	-	-	(7,500)
New Term Debt	-	-	-	-	-	-	-	-	(4,375)	-	-	-	(8,750)	-	-	-	-	-	(13,125)
New LOC Interest	-	-	-	-	-	-	-	-	(2,058)	-	-	-	(857)	-	-	-	-	-	(2,915)
New Bank Fees	-	-	-	(100,000)	-	-	-	-	-	(100,000)	-	-	(857)	-	-	-	-	-	(202,033)
Professional Fees - PHMC	(17,500)	(145,000)	(50,000)	(115,000)	-	(5,000)	-	-	-	(5,000)	-	(265,000)	-	-	-	-	(290,000)	(680,000)	
Trustee Fees	-	-	-	-	-	-	-	-	-	-	-	(117,127)	-	-	-	-	-	(117,127)	(234,254)

Operating & Chap	(19,911)	(145,000)	(50,000)	(215,000)	(19,000)	(7,500)	-	-	(25,433)	(107,500)	-	(382,127)	(30,640)	-	(2,500)	-	(407,127)	(1,196,827)	
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Total	(1,324,444)	(1,194,217)	(2,939,523)	(1,414,825)	(453,925)	(2,217,325)	(1,251,825)	(2,257,179)	(1,368,858)	(1,776,179)	(1,028,825)	(2,343,306)	(874,065)	(1,659,279)	(1,026,325)	(1,654,279)	(938,452)	(20,264,647)	
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Flow	(887,860)	3,085,332	(2,304,374)	(256,305)	344,438	(1,647,845)	671,175	(1,419,257)	3,016,142	(1,366,439)	(425,975)	(1,904,481)	1,738,857	(1,479,279)	(616,325)	(1,404,279)	104,470	(4,645,101)	
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W/E Balance	970,061	4,055,393	1,751,020	1,494,715	1,839,153	191,308	862,483	(556,773)	2,459,369	1,092,930	666,955	(1,237,526)	501,331	(977,948)	(1,594,273)	(2,998,552)	(2,894,082)	(2,894,082)	
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Benefits - Detail																			
INDEPENDENCE BLUE	-	-	(25,178)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
KEYSTONE HEALTH	-	-	(203,222)	-	-	-	-	-	(277,000)	-	-	(277,000)	-	-	-	-	-	-	(277,000)
ACSA-ASSOC. OF	-	(17,172)	-	-	-	-	-	-	(17,500)	-	-	(17,500)	-	-	-	-	-	-	(17,500)
RX BENEFITS	(18,220)	(13,609)	(53,726)	(30,000)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Provident Life &	-	(8,981)	-	-	-	-	(10,000)	-	-	-	(10,000)	-	-	(10,000)	-	-	-	-	-
Total	(18,220)	(39,763)	(282,127)	(30,000)	-	-	(10,000)	(294,500)	-	-	(10,000)	(294,500)	-	-	(10,000)	-	(294,500)	(294,500)	

Professionals - Detail																			
DANEKER, DAVID	(7,500)	-	-	-	-	(5,000)	-	-	-	(5,000)	-	-	-	-	-	-	-	-	(10,000)
DONLIN ROCANO	(10,000)	-	-	(5,000)	-	-	-	-	-	-	-	(15,000)	-	-	-	-	-	-	(35,000)
GETZLER HENRICH	-	(45,000)	-	(60,000)	-	-	-	-	-	-	-	(100,000)	-	-	-	-	-	-	(280,000)
DILWORTH PAXSON	-	(100,000)	(50,000)	(50,000)	-	-	-	-	-	-	-	(150,000)	-	-	-	-	-	-	(500,000)
Creditor Committee	-	-	-	-	-	-	-	-	-	-	-	-	(50,000)	-	-	-	-	-	(50,000)
Total	(17,500)	(145,000)	(50,000)	(115,000)	-	(5,000)	-	-	-	(5,000)	-	(265,000)	-	-	-	-	-	(290,000)	(875,000)

	Actual W/E	Actual W/E	Actual W/E	Forecast W/E	Forecast W/E	Forecast W/E	Forecast W/E	Forecast W/E	Forecast W/E	Forecast W/E	Forecast W/E	Forecast W/E	Forecast W/E	Forecast W/E	Forecast W/E	Forecast W/E	Forecast W/E	Total
	06/10/17	06/17/17	06/24/17	07/01/17	07/08/17	07/15/17	07/22/17	07/29/17	08/05/17	08/12/17	08/19/17	08/26/17	09/02/17	09/09/17	09/16/17	09/23/17	09/30/17	
Deposits																		
Accounts Receivable																		
Credible New Billings	392,393	252,603	160,059	248,828	308,642	365,082	352,782	419,806	352,561	180,158	153,367	150,433	305,239	341,583	402,919	425,053	392,982	4,559,492
Other New Billings	4,747,062	38,345	413,363	16,121	713,301	4,015,000		16,121	713,301	15,000	1,500,000	117,650	713,301	15,000	1,500,000	16,121	66,142	9,830,421
Total New Billings	5,139,455	290,948	573,422	264,949	1,021,943	4,380,082	352,782	435,928	1,065,862	195,158	1,653,367	268,083	1,018,540	356,583	1,902,919	441,174	459,124	14,389,913
Credible Adjustments	(1,474)	(4,286)	(5,359)	(77,293)	(1,227)	(3,972)	(2,452)	(19,272)	(12,698)	(1,175)	(1,662)	(10,832)	(1,081)	(2,373)	(2,248)	(1,082)	(39,834)	(182,560)
Other Adjustments																		
Total Adjustments	(1,474)	(4,286)	(5,359)	(77,293)	(1,227)	(3,972)	(2,452)	(19,272)	(12,698)	(1,175)	(1,662)	(10,832)	(1,081)	(2,373)	(2,248)	(1,082)	(39,834)	(182,560)
Total Payments	358,002	4,280,258	634,150	1,138,020	793,363	554,480	418,000	832,922	4,380,000	394,740	597,850	433,825	2,607,922	165,000	405,000	245,000	1,037,922	14,638,195
AR Balance	8,948,943	4,955,347	4,889,260	3,938,895	4,166,249	7,987,879	7,920,209	7,503,941	4,177,105	3,976,348	5,030,203	4,853,628	3,263,165	3,452,374	4,948,045	5,143,138	4,524,505	4,524,505

Line of Credit Availability																		
Accounts Receivable - Gross	8,948,943	4,955,347	4,889,260	3,938,895	4,166,249	7,987,879	7,920,209	7,503,941	4,177,105	3,976,348	5,030,203	4,853,628	3,263,165	3,452,374	4,948,045	5,143,138	4,524,505	
Less: Ineligibles	(1,217,056)	(673,927)	(664,939)	(535,690)	(566,610)	(1,086,351)	(1,077,148)	(1,020,536)	(568,086)	(540,783)	(684,108)	(660,093)	(443,790)	(469,523)	(672,934)	(699,467)	(615,333)	
Accounts Receivable - Net	7,731,887	4,281,420	4,224,321	3,403,206	3,599,639	6,901,527	6,843,060	6,483,405	3,609,018	3,435,564	4,346,095	4,193,535	2,819,374	2,982,851	4,275,111	4,443,671	3,909,172	
Advance Rate - 80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	
Availability	6,185,509	3,425,136	3,379,457	2,722,565	2,879,711	5,521,222	5,474,448	5,186,724	2,887,215	2,748,451	3,476,876	3,354,828	2,255,500	2,386,281	3,420,089	3,554,937	3,127,338	

Line of Credit																		
Opening Balance	-	-	-	-	-	-	-	-	-	-	-	-	1,237,526	-	-	1,594,273	2,998,552	
Advances	1,324,444	1,194,217	2,939,523	1,414,825	453,925	2,217,325	1,251,825	2,257,179	1,368,858	1,776,179	1,028,825	2,343,306	874,065	1,659,279	1,026,325	1,654,279	938,452	
Repayments	436,584	4,279,549	635,150	1,158,520	798,363	569,480	1,923,000	837,922	4,385,000	409,740	602,850	438,825	2,612,922	180,000	410,000	250,000	1,042,922	
Adjustments	(887,860)	3,085,332	(2,304,374)	(256,305)	344,438	(1,647,845)	671,175	(1,419,257)	3,016,142	(1,366,439)	(425,975)	666,955	501,331	(1,479,279)	977,948	-	-	
Ending Balance	-	-	-	-	-	-	-	-	-	-	-	-	1,237,526	-	-	1,594,273	2,998,552	2,894,082
Excess/(Deficity) Availability	6,185,509	3,425,136	3,379,457	2,722,565	2,879,711	5,521,222	5,474,448	5,186,724	2,887,215	2,748,451	3,476,876	2,117,302	2,255,500	2,386,281	1,825,816	556,385	233,256	

Professional Fees - Restructuring																		
Weekly Expense:																		
DANEKER, DAVID ESQUIRE	7,500	-	-	-	-	5,000	-	-	-	5,000	-	-	-	-	-	-	-	22,475
DONLIN ROCANO	-	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	-	5,000	-	5,000	70,000
GETZLER HENRICH	22,500	22,500	22,500	22,500	15,000	20,000	20,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	317,500
DILWORTH PAXSON LLP	50,000	50,000	50,000	50,000	40,000	40,000	40,000	40,000	40,000	30,000	30,000	25,000	25,000	25,000	25,000	20,000	20,000	650,000
Creditor Committee Professionals	-	-	-	-	-	-	15,000	15,000	15,000	15,000	15,000	15,000	15,000	10,000	10,000	10,000	10,000	145,000
Total Weekly Expense	80,000	77,500	77,500	77,500	60,000	70,000	80,000	75,000	75,000	70,000	65,000	60,000	60,000	50,000	55,000	45,000	50,000	1,204,975
Payments:																		
DANEKER, DAVID ESQUIRE	7,500	-	-	-	-	5,000	-	-	-	5,000	-	-	-	-	-	-	-	22,475
DONLIN ROCANO	10,000	-	-	5,000	-	-	-	-	-	-	-	15,000	-	-	-	-	-	45,000
GETZLER HENRICH	-	45,000	-	60,000	-	-	-	-	-	-	-	100,000	-	-	-	-	-	325,000

	Actual W/E	Actual W/E	Actual W/E	Forecast W/E	Forecast W/E	Forecast W/E	Forecast W/E	Forecast W/E	Forecast W/E	Forecast W/E	Forecast W/E	Forecast W/E	Forecast W/E	Forecast W/E	Forecast W/E	Forecast W/E	Forecast W/E	Total
	06/10/17	06/17/17	06/24/17	07/01/17	07/08/17	07/15/17	07/22/17	07/29/17	08/05/17	08/12/17	08/19/17	08/26/17	09/02/17	09/09/17	09/16/17	09/23/17	09/30/17	
DILWORTH PAXSON LLP	-	100,000	50,000	50,000	-	-	-	-	-	-	-	150,000	-	-	-	-	150,000	650,000
Creditor Committee Professionals	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	50,000	50,000
Total Payments	17,500	145,000	50,000	115,000	-	5,000	-	-	-	5,000	-	265,000	-	-	-	-	290,000	1,092,475
Accrued Outstanding Amount	(60,000)	(127,500)	(100,000)	(137,500)	(77,500)	(12,500)	67,500	142,500	217,500	282,500	347,500	142,500	202,500	252,500	307,500	352,500	112,500	

Assumptions

Debit Card Activity will increase due to Credit Cards being shut down

Petty Cash Activity will increase due to Credit Cards being shut down

Document Number	Document Date	Vendor Name	Document Amount
038771	1/24/2017	WORDSWORTH ACADEMY- SUBCONTRACTOR	116,761.03
038774	1/24/2017	WORDSWORTH ACADEMY- SUBCONTRACTOR	44,830.26
038775	1/24/2017	WORDSWORTH ACADEMY- SUBCONTRACTOR	40,004.41
039380	3/10/2017	WORDSWORTH ACADEMY- SUBCONTRACTOR (CUA 5)	115,524.46
039455	3/22/2017	WORDSWORTH ACADEMY- SUBCONTRACTOR (CUA 5)	109,547.50
039456	3/22/2017	WORDSWORTH ACADEMY- SUBCONTRACTOR (CUA 10)	42,517.65
039677	3/31/2017	WORDSWORTH ACADEMY- SUBCONTRACTOR (CUA 5)	109,535.79
039730	3/31/2017	WORDSWORTH ACADEMY- SUBCONTRACTOR (CUA 10)	16,229.47
040829	6/22/2017	WORDSWORTH ACADEMY- SUBCONTRACTOR (CUA 5)	59,216.38
040830	6/22/2017	WORDSWORTH ACADEMY- SUBCONTRACTOR (CUA 5)	28,159.04
040831	6/22/2017	WORDSWORTH ACADEMY- SUBCONTRACTOR (CUA 5)	97,262.63
040832	6/22/2017	WORDSWORTH ACADEMY- SUBCONTRACTOR (CUA 10)	66,398.68
040833	6/22/2017	WORDSWORTH ACADEMY- SUBCONTRACTOR (CUA 10)	42,415.34
040834	6/22/2017	WORDSWORTH ACADEMY- SUBCONTRACTOR (CUA 10)	12,246.23

Date	Week Ending	Vendor Class ID	Report Category
01/01/17	01/07/17	OPERATING	Operating
01/02/17	01/07/17	CUA SUBCON	CUA Subcontractors
01/03/17	01/07/17	INSURANCE	Insurance
01/04/17	01/07/17	BENEFITS	Benefits
01/05/17	01/07/17	STAFFING	Staffing
01/06/17	01/07/17	EMP EXP/PC	Employee Expenses
01/07/17	01/07/17	PROFESSION	Professional
01/08/17	01/14/17	RENT	Rent
01/09/17	01/14/17	UTILITIES	Utilities
01/10/17	01/14/17	EMPLOYEE	Employee Expenses
01/11/17	01/14/17	FOSTER CAR	Foster Care
01/12/17	01/14/17		
01/13/17	01/14/17		
01/14/17	01/14/17		
01/15/17	01/21/17		
01/16/17	01/21/17		
01/17/17	01/21/17		
01/18/17	01/21/17		
01/19/17	01/21/17		
01/20/17	01/21/17		
01/21/17	01/21/17		
01/22/17	01/28/17		
01/23/17	01/28/17		
01/24/17	01/28/17		
01/25/17	01/28/17		
01/26/17	01/28/17		
01/27/17	01/28/17		
01/28/17	01/28/17		
01/29/17	02/04/17		
01/30/17	02/04/17		
01/31/17	02/04/17		
02/01/17	02/04/17		
02/02/17	02/04/17		
02/03/17	02/04/17		
02/04/17	02/04/17		
02/05/17	02/11/17		
02/06/17	02/11/17		
02/07/17	02/11/17		
02/08/17	02/11/17		
02/09/17	02/11/17		
02/10/17	02/11/17		
02/11/17	02/11/17		
02/12/17	02/18/17		
02/13/17	02/18/17		
02/14/17	02/18/17		

Date	Week Ending	Vendor Class ID	Report Category
02/15/17	02/18/17		
02/16/17	02/18/17		
02/17/17	02/18/17		
02/18/17	02/18/17		
02/19/17	02/25/17		
02/20/17	02/25/17		
02/21/17	02/25/17		
02/22/17	02/25/17		
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02/26/17	03/04/17		
02/27/17	03/04/17		
02/28/17	03/04/17		
03/01/17	03/04/17		
03/02/17	03/04/17		
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03/07/17	03/11/17		
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03/26/17	04/01/17		
03/27/17	04/01/17		
03/28/17	04/01/17		
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03/31/17	04/01/17		

Date	Week Ending	Vendor Class ID	Report Category
04/01/17	04/01/17		
04/02/17	04/08/17		
04/03/17	04/08/17		
04/04/17	04/08/17		
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04/30/17	05/06/17		
05/01/17	05/06/17		
05/02/17	05/06/17		
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05/07/17	05/13/17		
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05/11/17	05/13/17		
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05/15/17	05/20/17		

Date	Week Ending	Vendor Class ID	Report Category
05/16/17	05/20/17		
05/17/17	05/20/17		
05/18/17	05/20/17		
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05/22/17	05/27/17		
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05/30/17	06/03/17		
05/31/17	06/03/17		
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06/04/17	06/10/17		
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06/12/17	06/17/17		
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06/14/17	06/17/17		
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06/22/17	06/24/17		
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06/25/17	07/01/17		
06/26/17	07/01/17		
06/27/17	07/01/17		
06/28/17	07/01/17		
06/29/17	07/01/17		

Date	Week Ending	Vendor Class ID	Report Category
06/30/17	07/01/17		
07/01/17	07/01/17		
07/02/17	07/08/17		
07/03/17	07/08/17		
07/04/17	07/08/17		
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07/31/17	08/05/17		
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08/13/17	08/19/17		

Date	Week Ending	Vendor Class ID	Report Category
08/14/17	08/19/17		
08/15/17	08/19/17		
08/16/17	08/19/17		
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08/26/17	08/26/17		
08/27/17	09/02/17		
08/28/17	09/02/17		
08/29/17	09/02/17		
08/30/17	09/02/17		
08/31/17	09/02/17		
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09/22/17	09/23/17		
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09/25/17	09/30/17		
09/26/17	09/30/17		
09/27/17	09/30/17		

Date	Week Ending	Vendor Class ID	Report Category
09/28/17	09/30/17		
09/29/17	09/30/17		
09/30/17	09/30/17		
10/01/17	10/07/17		
10/02/17	10/07/17		
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10/29/17	11/04/17		
10/30/17	11/04/17		
10/31/17	11/04/17		
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11/02/17	11/04/17		
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11/07/17	11/11/17		
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11/09/17	11/11/17		
11/10/17	11/11/17		
11/11/17	11/11/17		

Date	Week Ending	Vendor Class ID	Report Category
11/12/17	11/18/17		
11/13/17	11/18/17		
11/14/17	11/18/17		
11/15/17	11/18/17		
11/16/17	11/18/17		
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11/26/17	12/02/17		
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12/24/17	12/30/17		
12/25/17	12/30/17		
12/26/17	12/30/17		

Date	Week Ending	Vendor Class ID	Report Category
12/27/17	12/30/17		
12/28/17	12/30/17		
12/29/17	12/30/17		
12/30/17	12/30/17		
12/31/17	01/06/18		
01/01/18	01/06/18		
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02/07/18	02/10/18		
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02/09/18	02/10/18		

Date	Week Ending	Vendor Class ID	Report Category
02/10/18	02/10/18		
02/11/18	02/17/18		
02/12/18	02/17/18		
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03/25/18	03/31/18		
03/26/18	03/31/18		

Date	Week Ending	Vendor Class ID	Report Category
03/27/18	03/31/18		
03/28/18	03/31/18		
03/29/18	03/31/18		
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05/10/18	05/12/18		

Date	Week Ending	Vendor Class ID	Report Category
05/11/18	05/12/18		
05/12/18	05/12/18		
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06/24/18	06/30/18		

Date	Week Ending
06/25/18	06/30/18
06/26/18	06/30/18
06/27/18	06/30/18
06/28/18	06/30/18
06/29/18	06/30/18
06/30/18	06/30/18

Vendor Class ID	Report Category
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Date	Type	Description
6/5/2017	CREDIT	WIRE TRANSFER INCOMING DILWORTH PAXSON LLP ATTORNEYS
6/5/2017	CREDIT	RDI FEE REFUND
6/6/2017	XFER	Online Xfer Transfer to CK 4265783170
6/7/2017	DEBIT	TD ETREASURY DR PC REIMB CUA 5 (6/2/2017)
6/7/2017	DEBIT	TD ETREASURY DR PC REIMB CUA 5 (6/2/2017)
6/7/2017	CREDIT	TD ETREASURY CR PC REIMB REV CUA 5 (5/3/17 - GAS)
6/9/2017	DEBIT CARD	VISA DDA PUR 426979 GOLDEN CRUST PIZZA III 215 848 4400 * PA
6/9/2017	DEBIT CARD	VISA DDA PUR 469216 WWW NEWEGG COM 800 390 1119 * CA
6/9/2017	DEBIT	TD ETREASURY DR PC ADVANCE CUA 10 (6/9/17)
6/12/2017	DEBIT	TD ETREASURY DR FSA Transfer 06/12/17
6/13/2017	DEBIT	BANK OF AMERICA HSA FUNDIN
6/14/2017	DEP	DEPOSIT
6/15/2017	DEP	DEPOSIT
6/16/2017	DEBIT	TD ETREASURY DR PC REIMB CUA 10 (APRIL 2017)
6/16/2017	DEBIT	TD ETREASURY DR PC REIMB CUA 10 (MAY 2017)
6/16/2017	DEBIT	TD ETREASURY DR PC REIMB AFBS (6/9/17)
6/16/2017	DEBIT	TD ETREASURY DR PC REIMB APS (6/13/17)
6/16/2017	DEBIT	TD ETREASURY DR PC ADVANCE CUA 5 (6/16/17)
6/19/2017	DEBIT	TD ETREASURY DR FSA Transfer 06/19/17
6/23/2017	CREDIT	TD ETREASURY CR CLOSING ACCOUNT
6/22/2017	CREDIT	TD ETREASURY CR CLOSING ACCOUNT
6/22/2017	CREDIT	WIRE TRANSFER INCOMING WORDSWORTH ACADEMY-OPERATING ACCOUN
6/20/2017	DEBIT	WORDSWORTH ACH TRANS

Debit	Credit	Account Balance	Type	Week End
	64,506.36	213,966.35		6/10/2017
	35.00	149,459.99		6/10/2017
2,000.00		174,730.78	FSA	6/10/2017
215.58		172,253.37	PC	6/10/2017
793.18		172,468.95	PC	6/10/2017
	45.00	173,262.13	PC	6/10/2017
10.39		211,545.22	Debit	6/10/2017
597.95		213,879.20	Debit	6/10/2017
5,000.00		215,248.66	PC	6/10/2017
6,000.00		231,211.05	FSA	6/17/2017
13.84		693,388.08	FSA	6/17/2017
	1,200.00	694,588.08		6/17/2017
	3,875.00	694,134.94		6/17/2017
339.31		681,888.85	PC	6/17/2017
348.53		682,228.16	PC	6/17/2017
1,303.23		682,576.69	PC	6/17/2017
1,483.62		683,879.92	PC	6/17/2017
5,000.00		685,363.54	PC	6/17/2017
3,300.00		671,715.36	FSA	6/24/2017
	100.50	547,410.67		6/24/2017
	13,191.56	549,581.67		6/24/2017
	200,000.00	536,390.11		6/24/2017
28,669.69		344,229.10		6/24/2017