

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF CONNECTICUT
BRIDGEPORT DIVISION**

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In re	:	Chapter 11
	:	
HEBREW HEALTH CARE, INC., <i>et al.</i> , ¹	:	Case Nos. 16-21311 (JAM)
	:	through 16-21314 (JAM)
	:	and 16-21334 (JAM)
	:	
Debtors.	:	(Jointly Administered)
	:	Re: ECF No. 54
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**AGREED ORDER GRANTING, FOR A SEVENTH INTERIM PERIOD,
THE MOTION OF THE DEBTORS FOR AUTHORITY TO USE CASH
COLLATERAL AND TO PROVIDE ADEQUATE PROTECTION**

Upon consideration of the Motion for Authority to Use Cash Collateral and to Provide Adequate Protection [Docket No. 54] (the “Motion”) filed on August 24, 2016, by the entities listed in footnote 1 (collectively, the “Debtors”); this Court having conducted an initial hearing on the Motion on August 24, 2016; this Court having entered a Preliminary Order Authorizing Use of Cash Collateral and Authorizing Adequate Protection on August 24, 2016 [Docket No. 65] (the “First Cash Collateral Order”); this Court having conducted a further hearing on the Motion on September 7, 2016; this Court having entered a Second Interim Order Authorizing Use of Cash Collateral and Authorizing Adequate Protection on September 9, 2016 [Docket No. 137] (the “Second Cash Collateral Order”); this Court having conducted a further hearing on the Motion on October 5, 2016; this Court having entered a Third Interim Order Authorizing Use of Cash Collateral and Authorizing Adequate Protection on October 7, 2016 [Docket No. 275] (the “Third Cash Collateral Order”); this Court having conducted a further hearing on the Motion on

¹ Hebrew Health Care, Inc., Case No. 16-21311, Hebrew Life Choices, Inc., Case No. 16-21312, Hebrew Community Services, Inc., Case No. 16-21313, Hebrew Home and Hospital, Incorporated, Case No. 16-21314, and CT Geriatric Specialty Group, P.C., Case No. 16-21334.

November 30, 2016; this Court having entered a Fourth Interim Order Authorizing Use of Cash Collateral and Authorizing Adequate Protection on December 7, 2016 [Docket No. 456] (the “Fourth Cash Collateral Order”); this Court having conducted a further hearing on the Motion on December 13, 2016; this Court having entered a Fifth Interim Order Authorizing Use of Cash Collateral and Authorizing Adequate Protection on December 16, 2016 [Doc. No. 464] (the “Fifth Cash Collateral Order”); this Court having conducted a further hearing on the Motion on January 24, 2017; this Court having entered a Sixth Interim Order Authorizing Use of Cash Collateral and Authorizing Adequate Protection on January 27, 2017 [Doc. No. 582] (the “Sixth Cash Collateral Order”); and the Debtors, the United States Department of Housing and Urban Development (“HUD”), U.S. Bank National Association, as Bond Trustee (“U.S. Bank”) and TD Bank, National Association (“TD Bank”) (HUD, U.S. Bank and TD Bank shall be collectively known as the “Secured Creditors”) and the State of Connecticut Department of Revenue Services (“DRS”) having consented to the entry of this Order; and the Court finding that:

Stipulations and Findings of Fact

A. Filing of Petition. On August 15, 2016 (the “Petition Date”), all Debtors except for CT Geriatric Specialty Group, P.C. (“CGSG”) filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”). On August 19, 2016, CGSG filed a voluntary petition for relief under the Bankruptcy Code. Pursuant to sections 1107 and 1108 of the Bankruptcy Code, the Debtors are authorized to operate their businesses as debtors in possession. On August 30, 2016, an Official Committee of Unsecured Creditors (the “Committee”) was appointed in the Debtors’ cases. The Debtors’ cases are jointly administered for procedural purposes only.

B. Jurisdiction: Core Proceeding. Consideration of the Motion constitutes a “core proceeding” as defined in 28 U.S.C. § 157(b)(2)(A), (M), & (O). This Court has jurisdiction over this proceeding and the parties and property affected hereby pursuant to 28 U.S.C. §§ 157 and 1334. Venue is proper in this District.

C. Debtor HHHI’s Business. At the time of the filing of the Petition Debtor Hebrew Home and Hospital, Incorporated (“HHHI”) was a Connecticut corporation that is engaged in the business of operating (a) a 45 bed nursing hospital comprised of a 23 bed medical unit and a 22 bed behavioral health unit, and (b) a 257 bed skilled nursing facility. On December 13, 2016, an Order entered authorizing the sale of the skilled nursing facility business which sale closed on December 21, 2016. HHHI continues to operate the hospital business and provides those services at One Abrahms Boulevard, West Hartford, Connecticut 06117.

D. Debtor HLCI’s Business. Debtor Hebrew Life Choices Inc. (“HLCI”) is a Connecticut corporation engaged in the business of operating an assisted living facility and providing rehabilitation services. HLCI provides the services at 160 Simsbury Road, West Hartford, CT 06117 (as more particularly described in the U.S. Bank Mortgage (as hereinafter defined), the “HLCI Real Property”).

E. Debtor HCSI Business. Hebrew Community Services, Inc. (HCSI) is a Connecticut corporation that is engaged in the business of senior day care and rehabilitation services. The facility is located at One Abrahms Boulevard, West Hartford, Connecticut 06117.

F. Lenders’ Consent. HUD consents to the use of the HHHI and HCSI Cash Collateral (as defined in Paragraph P below) by HHHI and HCSI solely in strict accordance with the terms and conditions contained in this Order, and U.S. Bank and TD Bank consent to the use of HLCI

Cash Collateral (as defined in Paragraph Q below) by HLICI, solely in strict accordance with the terms and conditions contained in this Order.

G. Good Cause. Good and sufficient cause has been shown for the entry of this Order.

H. Negotiations. The agreements and arrangements authorized in this Order have been negotiated at arm's-length, are fair and equitable under the circumstances, and are enforceable pursuant to their terms. HUD, U.S. Bank, TD Bank and the Debtors have been represented by counsel and intend to be and are bound by the terms of this Order.

I. The Pre-Petition Indebtedness of HHHI to Wells Fargo. The pre-petition indebtedness of HHHI to Wells Fargo Bank, National Association (Wells Fargo) was satisfied in full from the proceeds of the sale of HHHI's skilled nursing facility business and Wells Fargo no longer holds a lien and security interest in cash collateral of HHHI.

J. The Pre-Petition Indebtedness of HHHI and HCSI to HUD. A total of \$1,300,000 of the pre-petition indebtedness owed to HUD was satisfied from the proceeds of the sale of HHHI's skilled nursing facility. HUD maintains its security interest in the personal property of HHHI and HCSI, including but not limited to accounts receivable, furniture, fixtures and equipment and other tangible assets, but only to the same extent, validity and priority that such security interest existed on the Petition Date; provided, however, that in accordance with the Order dated December 13, 2016 Granting and Approving the Sale of Assets Free and Clear of Liens, Claims, Interests and Encumbrance and Other Related Relief (the "Sale Order"), HUD consents to the use of cash collateral to pay administrative expenses in HHHI's bankruptcy case. HHHI and HCSI's plan of reorganization will grant HUD a \$1,300,000 secured claim in accounts receivable of HHHI and HCSI, but only having the same validity and priority that such security interest existed on the Petition Date to be paid from surplus cash as reported in individual financial

statements for each entity. HUD will have an unsecured claim for the balance of the unpaid Pre-Petition Indebtedness. Additionally, HUD agreed that as soon as reasonably practical after the closing date, \$200,000 in accounts receivable collected by HHHI will be set aside and maintained in a segregated account by HHHI for the exclusive benefit of allowed unsecured claims in HHHI's bankruptcy case (subject, however, to administrative claims in the event HHHI's bankruptcy case is determined to be administratively insolvent). HUD further agreed that it will not receive any distribution on account of those funds and that it will not receive a distribution from the \$150,000 paid by Hebrew Home for Health and Rehabilitation, LLC, the buyer of the skilled nursing facility, for the exclusive benefit of allowed unsecured claims in HHHI's bankruptcy case (subject, however, to administrative claims in the event HHHI's bankruptcy is determined to be administratively insolvent).

K. The Pre-Petition indebtedness of HLCI to U.S. Bank. TD Bank and the Debtors by and for themselves only, stipulate and acknowledge that the U.S. Bank Pre-petition Indebtedness (as defined in Paragraph P below), is valid, existing and legally enforceable and is evidenced by certain documents executed and delivered by HLCI consisting of a loan agreement and mortgage dated November 1, 2007, executed in connection with issuance by the State of Connecticut Health and Educational Facilities Authority ("CHEFA") of its Revenue Bonds, Hoffman Summerwood Community Issue, Series B (the "Series B Bonds") together with all other documents evidencing the indebtedness and obligations of HLCI to CHEFA, which indebtedness was assigned to U.S. Bank, as Bond Trustee (The "U.S. Bank Loan Documents"). For clarity, nothing contained in this Order is intended to stipulate to the existence of liens or security interests, or, to grant replacement liens or security interests, for the benefit of U.S. Bank or TD Bank, on property of any Debtors other than property of HLCI.

L. Validity of Liens and Security Interests Granted to U.S. Bank. U.S. Bank and TD Bank assert, and the Debtors, by and for themselves only, stipulate and acknowledge that the U.S. Bank Pre-Petition Indebtedness is secured by valid, enforceable, properly perfected and unavoidable liens and security interests in (a) the HLCI Real Property and all leases and rents derived therefrom and (b) all personal property of HLCI described in the U.S. Bank Loan Agreements (collectively, the “HLCI Collateral”) subordinate only to the superpriority liens in cash, accounts receivable, and accounts granted to the DIP Lender in connection with the DIP Financing.

M. Amount of Pre-Petition Indebtedness Owed to U.S. Bank. U.S. Bank and TD Bank assert and the Debtors, by and for themselves only, stipulate and acknowledge that U.S. Bank holds valid, enforceable, and allowable claims against HLCI, as defined in Section 101 of the Bankruptcy Code, as of 5:00 p.m. EST on the Petition Date, pursuant to the U. S. Bank Loan Documents and applicable law and that as of said time, HLCI was indebted to U.S. Bank under the U.S Bank Loan Documents in the amount of at least \$14,890,000.00, together with any other obligations of HLCI to U.S. Bank to the extent provided under the U.S. Bank Loan Documents, including, without limitation, interest, reasonable costs, attorneys’ fees, and any and all other amounts owing under the U.S. Bank Loan Documents, to the extent permitted by the Bankruptcy Code (whether pre-petition or post-petition) and applicable law (the “U.S. Bank Pre-Petition Indebtedness”).

N. Letter of credit issued by TD Bank. U.S. Bank and TD Bank assert, and the Debtors, by and for themselves only, stipulate to and acknowledge that (a) on November 1, 2007 TD Bank issued a Letter of Credit (“TD Bank LOC”) for the benefit of the U.S. Bank Pre-Petition Indebtedness and HLCI entered into a written Reimbursement Agreement aka Credit Facility

Agreement dated November 1, 2007 with TD Bank which was incorporated by reference and made part of the U.S. Bank Loan Documents; (b) U.S. Bank has the right to draw upon the TD Bank LOC in certain instances, including in the event said Series B Bonds are tendered by the Bondholders and not remarketed under the U.S. Bank Loan Documents; (c) if U.S. Bank draws upon the TD Bank LOC, TD Bank becomes the Bondholder, and so long as TD Bank remains the Bondholder, then all of the U.S. Bank Pre-Petition Indebtedness is held by the Trustee for the benefit of TD Bank, as Bondholder; (d) as of the Petition Date, the remarketing of the Series B Bonds under the U.S. Bank Loan Documents was not permitted under the U.S. Bank Loan Documents, (e) all of the Series B Bonds have been tendered for purchase, and could not be remarketed, and U.S. Bank has drawn on the TD Bank LOC; (f) the amounts drawn on the TD Bank LOC were \$11,291,887.84 on or about September 15, 2016, \$2,630,732.95 on or about September 22, 2016 and \$970,342.42 on or about September 26, 2016, such amounts accruing interest and other applicable costs and fees as are more particularly identified in said Credit Facility Agreement; and (g) any and all of the aforementioned Pre-Petition Debt of U.S. Bank, including the amounts drawn under the TD Bank LOC plus any and all interest, fees and costs permitted under the U.S. Bank Loan Documents, are due to the U.S. Bank as Trustee on behalf of TD Bank (other than reasonable costs and attorney's fees due to U.S. Bank as Trustee).

O. The Pre-Petition Indebtedness of HHHI to DRS. DRS asserts a statutory right to set off HHHI's unpaid pre-petition provider taxes against HHHI's pre-petition Medicaid receivables. The Debtors acknowledge that unpaid pre-petition provider taxes are owed by HHHI, but dispute that DRS has a right of set-off with respect to same.

P. Cash Collateral of HHHI AND HCSI. HUD asserts, and the Debtors, by and for themselves only, stipulate and acknowledge that all: (a) cash that is now in HHHI's and HCSI's

possession, custody or control, or in which HHHI and HCSI will obtain an interest during the pendency of the Debtors' bankruptcy cases; (b) cash equivalents, whether in the form of negotiable instruments, documents of title, securities, deposit accounts, or in any other form which represent income, proceeds, products, rents, or profits of the HHHI and HCSI Collateral that are now in HHHI's and HCSI's possession, custody or control, or in which HHHI and HCSI will obtain an interest during the pendency of the Debtors' bankruptcy cases; and (c) all other "cash collateral" within the meaning of section 363(a) of the Bankruptcy Code that is now in HHHI's and HCSI's possession, custody or control, or in which HHHI and HCSI will obtain an interest during the pendency of the Debtors' bankruptcy cases (collectively, the "HHHI and HCSI Cash Collateral") constitutes the "cash collateral" of HUD. HUD asserts, and the Debtors, by and for themselves only, further stipulate and acknowledge that HUD has perfected liens and security interests in the HHHI and HCSI Cash Collateral subject to the terms set forth in Paragraph J herein.

Q. Cash Collateral of HLCI. U.S. Bank and TD Bank assert, and the Debtors, by and for themselves only, stipulate and acknowledge that all: (a) cash that is now in HLCI's possession, custody or control, or in which HLCI will obtain an interest during the pendency of the Debtors' bankruptcy cases; (b) cash equivalents, whether in the form of negotiable instruments, documents of title, securities, deposit accounts, or in any other form which represent income, proceeds, products, rents, or profits of the HLCI Collateral that are now in HLCI's possession, custody or control, or in which HLCI will obtain an interest during the pendency of the Debtors' bankruptcy cases; and (c) all other "cash collateral" within the meaning of section 363(a) of the Bankruptcy Code that is now in HLCI's possession, custody or control, or in which HLCI will obtain an interest during the pendency of the Debtors' bankruptcy cases (collectively, the "HLCI Cash Collateral") constitutes the "cash collateral" of U.S. Bank and TD Bank. U.S. Bank and TD Bank assert, and

the Debtors, by and for themselves only, further stipulate and acknowledge that: (a) U.S. Bank and TD Bank have first priority perfected liens and security interests in the HLCI Cash Collateral pursuant to the applicable provisions of the U.S. Bank Loan Documents and TD Bank LOC and sections 363(a), 364(c), and 552(b) of the Bankruptcy Code, subordinate only to the lien of the DIP Lender. The HHHI Cash Collateral and HLCI Cash Collateral shall be referred to hereinafter as the “Cash Collateral”.

R. Necessity of Use of Cash Collateral. The Debtors do not have sufficient available sources to provide working capital to operate their businesses in the ordinary course without being allowed to use the Cash Collateral. The Debtors’ ability to provide patient services, and to maintain their business relationships with vendors, suppliers and employees, and to otherwise fund their operations, are essential to the Debtors’ viability. There is an immediate need for funding to minimize the disruption of the Debtors’ business and daily operations, to manage and to preserve the assets of its bankruptcy estate, to provide patient care to existing and future patients and to enhance the likelihood of a successful reorganization for the benefit of the Debtors’ bankruptcy estates, creditors and other parties-in-interest. Thus, the use of the Cash Collateral contemplated by the Motion is necessary, essential and appropriate to prevent immediate and irreparable harm to the Debtors, and their estates, employees and patients. Absent entry of this Interim Order, the Debtors’ operations risk being disrupted, resulting in immediate and irreparable harm to the estate and the likely impairment of a successful reorganization.

S. Notice. Notice of the Motion and the relief granted pursuant to this Interim Order is adequate and sufficient under the circumstances.

T. Factual Findings/Legal Conclusions. Each of the foregoing findings by the Court will be deemed a finding of fact if and to the full extent that it makes and contains factual findings and a conclusion of law if and to the full extent that it makes and contains legal conclusions.

IT IS THEREFORE ORDERED THAT:

1. Authorization to Use Cash Collateral. The Motion is **GRANTED** for an interim period upon the terms and conditions set forth herein. Debtors are **AUTHORIZED** to use the Cash Collateral on an interim basis solely to pay the expenses described in the Budget attached as Exhibit A hereto for the period from March 4, 2017, through April 14, 2017 at 5:00 p.m. E.T. (the "Period"); provided, however, that the Debtors shall be permitted to exceed expenses in the Budget by an amount not to exceed ten percent (10%) of total expenses. The Period may be extended from time to time upon written agreement by The Debtors, the Secured Creditors and the Committee on terms mutually agreeable to the Debtors, the Secured Creditors and the Committee.

2. Adequate Protection as to HUD. As adequate protection of its interest in the HHHI and HCSI Cash Collateral, pursuant to Bankruptcy Code §§ 361 and 363, HUD is hereby **GRANTED** valid and automatically perfected second-priority replacement liens on and replacement security interests in and upon the HHHI and HCSI Collateral to the same extent, validity and priority as set forth in Paragraph J herein, subject only to the Carve-Out (as hereinafter defined) and the Preserved Actions (as hereinafter defined). The liens and security interests granted to HUD pursuant to this Order shall be valid and perfected, as of the Petition Date, without the need for execution or filing of any further document or instrument otherwise required to be executed or filed under applicable nonbankruptcy law. Notwithstanding that no documents need be executed or filed to create or perfect liens and security interests granted hereunder, HHHI, and HCSI and their officers and agents, shall execute and deliver such further documentation as HUD

may reasonably request evidence and to give notice of the liens and security interests granted pursuant to this Order, and the automatic stay is modified for that purpose.

3. Adequate Protection as to U.S. Bank and TD Bank. As adequate protection of its interest in the HLCI Cash Collateral, pursuant to Bankruptcy Code §§ 361 and 363, U.S. Bank is hereby **GRANTED** valid and automatically perfected replacement liens on and replacement security interests in and upon the HLCI Cash Collateral to the same extent, validity and priority as U.S. Bank possessed as of the Petition Date, subject only to the liens against accounts, accounts receivable, and cash and super-priority administrative expense granted to the DIP Lender in connection with the DIP Financing, the Carve-Out (as hereinafter defined) and the Preserved Actions (as hereinafter defined). As adequate protection of its interest in the HLCI Cash Collateral, pursuant to Bankruptcy Code §§ 361 and 363, TD Bank is hereby **GRANTED** valid and automatically perfected replacement liens on and replacement security interests in and upon the HLCI Collateral to the same extent, validity and priority as TD Bank possessed as of the Petition Date, subject only to the liens against accounts, accounts receivable, and cash and super-priority administrative expense granted to the DIP Lender in connection with the DIP Financing and the liens and security interests held by U.S. Bank. To the extent such adequate protection is insufficient to adequately protect U.S. Bank from any diminution of its interests as of the Petition Date, subject only to the Carve-Out (as hereinafter defined) and the Preserved Actions (as hereinafter defined), U.S. Bank is hereby granted a superpriority administrative expense claim against all of HLCI's assets and all of the other benefits and protections allowable under Sections 503(b) and 507(b) of the Bankruptcy Code, subordinate only to the superpriority administrative expense claims against HLCI granted to the DIP Lender by prior Court orders or by Court orders entered subsequent to this Order. The liens and security interests granted to U.S. Bank and TD

Bank pursuant to this Order shall be valid and perfected, as of the Petition Date, without the need for execution or filing of any further document or instrument otherwise required to be executed or filed under applicable nonbankruptcy law. Notwithstanding that no documents need be executed or filed to create or perfect liens and security interests granted hereunder, HLCI, and its officers and agents, shall execute and deliver such further documentation as U.S. Bank or TD Bank may reasonably request evidence and give notice of the liens and security interests granted pursuant to this Order, and the automatic stay is modified for that purpose.

4. Adequate Protection as to DRS. As adequate protection of the right asserted by DRS to setoff amounts due and owing, as of the date of this Order, to HHHI by the State of Connecticut, Department of Social Services, in connection with the Medicaid program for services provided by HHHI (the "Medicaid Payables") prior to the Petition Date (the "Prepetition Medical Payables"), against amounts that DRS alleges are due and owing by HHHI to DRS for unpaid provider taxes arising prior to the Petition Date, DRS' asserted right to setoff against the Prepetition Medical Payables shall attach to all Medicaid Payables due and owing to HHHI for services provided by HHHI after the Petition Date (the "Postpetition Medicaid Payables"), notwithstanding the restriction against exercising setoff rights for pre-petition debt against post-petition payables contained in section 553 of the Bankruptcy Code; provided, however, that (a) such expanded setoff rights shall only be preserved and arise to the same extent that DRS possessed a valid and enforceable right of setoff against the Prepetition Medicaid Payables as of the Petition Date and (b) such amount shall be subordinate to the super-priority administrative expense claims and liens against HHHI granted to the DIP Lender by previous Court orders or by Court orders entered subsequent to this Interim Order.

5. Carve-Out. The liens of the Secured Creditors, any replacement thereof and superpriority administrative expense granted pursuant to this Interim Order, and any priority to which the Secured Creditors may be entitled or become entitled under § 507(b) of the Bankruptcy Code, shall be subject and subordinate in lien, payment and priority to the amounts payable pursuant to the Carve-Out. The Carve-Out shall encompass the following expenses: (i) allowed fees and reimbursement for disbursements of professionals retained by the Debtors (“Debtors’ Professional Fees”) in an aggregate amount for all such Debtors’ Professional Fees not to exceed \$350,000.00; (ii) allowed fees and reimbursement for disbursements of professionals retained by the Committee (“Committee’s Professional Fees”) in an aggregate amount of all such Committee’s Professional Fees not to exceed \$175,000.00 (iii) quarterly fees pursuant to 28 U.S.C. § 1930(a)(6) plus interest accrued pursuant to 31 U.S.C. § 3717 (“Chapter 11 Quarterly Fees”), and any fees payable to the clerk of the Bankruptcy Court; and (iv) amounts due and owing to the Debtors’ non-insider employees for post-petition wages; provided, however, the Carve Out shall be borne by each of the Secured Creditors in proportion to the principal amount of each of their claims. Nothing in this Order shall be deemed to grant the Secured Creditors any claims, causes of action or recoveries from any avoidance or other actions under Chapter 5 of the Bankruptcy Code (collectively, the “Preserved Actions”), and the Preserved Actions and any recovery derived therefrom are specifically excluded from the liens of the Secured Creditors, any replacement thereof, any superpriority administrative expense granted pursuant to this Order, and any priority to which the Secured Creditors may be entitled or become entitled under § 507(b) of the Bankruptcy Code.

6. Sales Outside of the Ordinary Course of Business & Prohibition on Grant of Security Interests in the Collateral. The Debtors shall not file any motion or seek any approval

from this Court to obtain credit secured by a lien or security interest in the Collateral, the Cash Collateral or any other assets of the Debtors, without first informing the Secured Creditors of the projected cash shortfall and describing the efforts of the Debtors to address the projected cash shortfall without obtaining financing, and describing the Debtors' efforts to obtain financing or cash on a basis that does not prime the liens and security interests of the Secured Creditors.

7. Right of Recoupment by Medicaid and Medicare. Notwithstanding anything to the contrary herein, nothing in this Interim Order or in any agreement between the Secured Creditors and any of the Debtors shall (i) impair, modify or affect State of Connecticut's Medicaid programs and the United States Department of Health and Human Services ("HHS") Medicare programs, rights to make reductions or otherwise withhold any Medicaid or Medicare receivables arising from services provided by Debtors through recoupment, setoff under Section 553 of the Bankruptcy Code or otherwise, any amounts due to the State of Connecticut's Medicaid program or HHS's Medicare Program, including, but not limited to, any recoupment on account of prior advances by the State of Connecticut or HHS; and (ii) be construed, as to the Debtors, only, to impair, modify or effect DSS's or HHS's process of administering the Medicaid and Medicare provider agreements to which each Debtor is a party, the Medicaid program or the Medicare program as it relates to the Debtors. As used herein, "State of Connecticut's Medicaid program" shall be defined to include any agent, carrier, administrator or intermediary of DSS.

8. Segregation of HHHI Receivables. All payments, revenues and other amounts generated by HHHI on account of its business operations (collectively, the "HHHI Receivables") shall continue to be maintained in a segregated bank account held solely in the name of HHHI, DIP (the "HHHI Receivables Account"); HHHI Receivables and all funds in the HHHI Receivables Account shall not be utilized to pay administrative expenses, operating expenses, or

liabilities incurred by the Debtors other than HHHI; provided, however, that HHHI Receivables and funds in the HHHI Receivables Account may be used to pay HHHI's reasonably allocated portion of administrative expenses, chargeable to some or all Debtors; and providing further that HHHI's use of funds shall continue to be further limited by the budget appended hereto.

9. Insurance. The Debtors shall at all times continue to maintain, with financially sound and reputable insurance companies, insurance in accordance with the HUD Loan Documents, the U.S. Bank Loan Documents and the TD Bank LOC. On or before September 9, 2016, the Debtors provided HUD, U.S. Bank and TD Bank with insurance certificates showing proof that the Debtors have insurance policies that fully comply with the requirements of the HUD Loan Documents, the U.S. Bank Loan Documents and the TD Bank LOC.

10. Examination. HUD and the Committee and their respective agents shall have access upon notice during normal business hours to HHHI and HCSI's business premises and to the HHHI and HCSI Collateral to review, appraise and evaluate the physical condition of the HHHI and HCSI Collateral and to inspect the financial records and all other records of HHHI and HCSI concerning the operation of HHHI's and HCSI's businesses, for review of HHHI's and HCSI overall financial condition, the expenditure of funds generated therefrom, the accrual of expenses relating thereto, and any and all other records relating to the operations of HHHI and HCSI. The Debtors shall fully cooperate with HUD and the Committee regarding such reviews, evaluations, and inspections.

11. Reporting Requirements. The Debtors shall provide the Secured Creditors with periodic financial reporting as provided for and at the times required under the Loan Documents. Without duplication, the Debtors shall also deliver to HUD: (a) monthly reports reconciling actual cash receipts and expenses with the projected cash receipts and expenses, respectively, in the

Budget on (i) a consolidated basis; (ii) a debtor by debtor basis; and (iii) with respect to HHHI, on a business line basis; (b) on a weekly basis payroll summaries on a cash basis; (c) on a weekly basis a computer print-out from TD Bank's website showing the balances in the Debtors' accounts as of the close of business every Friday during the Period; (d) monthly operating reports as required under the Bankruptcy Code; (e) monthly accounts receivable reports on (i) a consolidated basis; (ii) a debtor by debtor basis; and (iii) with respect to HHHI, on a business line basis; and (f) monthly month-end demonstrations of the Debtors' actual operating results, expressed in the same format and utilizing the same methodology as used in the Budget. All monthly reports required by this paragraph shall be provided to the Secured Creditors by the 20th day of each month. All bi-weekly reports shall be provided by Wednesday after the end of each two week period. The Debtors shall provide US Bank and TD Bank with periodic financial reporting as provided for and at the times required under the U.S. Bank Loan Documents.

12. Events of Default. The occurrence of any of the following shall constitute an event of default under this Order, if not cured within five (5) business days after notice of a default is given as to HHHI and HCSI by HUD or as to HLCI by U.S. Bank or TD Bank and filed with the Court: (a) the failure of the Debtors to use the Cash Collateral in strict compliance with this Order or to provide the adequate protection required under this Order; (b) the failure of HHHI and HCSI to timely provide HUD or the failure of HLCI to provide U.S. Bank and TD Bank with the reports/information required under Sections 7 and 9 of this Order; (c) conversion of any of the Debtors' bankruptcy cases to a case under Chapter 7 of the Bankruptcy Code; (d) the appointment of an operating trustee in any of the bankruptcy cases of the Debtors; (e) the appointment of an examiner in any of the Debtors' bankruptcy cases; (f) the dismissal of any of the Debtors' bankruptcy cases without the written consent of the Secured Creditors; (g) the entry of any order

modifying, reversing, revoking, staying, rescinding, vacating, or amending this Order without the express prior written consent of the Secured Creditors; (h) as to U.S. Bank, a compromise or settlement of collection for less than 90% of the actual amount owed on any accounts receivable of HLCI in excess of the aggregate amount of \$75,000 due and owing HLCI without the prior written consent of U.S. Bank (any of the foregoing events of default being referred to in this Order, individually, as an “Event of Default” and, collectively, as “Events of Default”).

13. Remedies Upon Occurrence of an Event of Default. Subject to the right of HHHI, HCSI and/or HLCI to cure after notice described in Paragraph 13 of this Order and the right of HHHI , HCSI and/or HLCI to seek continued use of Cash Collateral over the objection of the Secured Creditors and the Committee pursuant to 11 U.S.C. § 363(c)(2)(B), upon the occurrence of any Event of Default, at all times thereafter, and without further act or action by the Secured Creditors or this Court, or any further notice or hearing, or any further Order of this Court, the Debtors’ authority to use the Cash Collateral and any and all obligations of the Secured Creditors under this Order shall automatically terminate. Additionally, once an Event of Default has occurred and if the Court does not enter an Order permitting the Debtors’ continued use of Cash Collateral over the Secured Creditor’s objection pursuant to 11 U.S.C. § 363(c)(2)(B), upon the demand of the Secured Creditors, the Debtors shall (i) immediately account for and marshal all the Cash Collateral of the Debtors for the benefit of the Secured Creditors, (ii) provide adequate security for such Cash Collateral, (iii) turn over such Cash Collateral to the Secured Creditors, (iv) cooperate fully with the Secured Creditors in the pursuit of the rights and remedies of the Secured Creditors against the Cash Collateral, and (v) immediately and on an ongoing, and not less than weekly basis, pay to the Secured Creditors any and all Cash Collateral provided, however, that and the Secured Creditors are not authorized to offset and/or apply any Cash Collateral or other funds

of the estates, as applicable, against the U.S. Bank Pre-Petition Indebtedness absent further order of this Court.

14. Limitation on Use of Carve-Out to Object to Secured Creditors' Liens. The Carve-Out shall not be used for the payment or reimbursement of any fees or disbursements of any of the Debtors' professionals (or any professionals of any Committee) incurred in connection with the assertion or joinder in, any claim, counter-claim, action, proceeding, application, motion, objection, defense or other contested matter, the purpose of which is to seek any order, judgment, determination or similar relief invalidating, setting aside, avoiding, subordinating in whole or in part, the HUD Pre-Petition Indebtedness, the U.S. Bank Pre-Petition Indebtedness, or the liens and security interests of HUD in the HHHI and HCSI Collateral as provided in the HUD Loan Documents as modified by the terms set forth in Paragraph J herein or the respective liens and security interests of U.S. Bank in the HLCI Collateral as provided in the U.S. Bank Loan Documents and any other liens and security interests provided in this Cash Collateral Order. The Committee is hereby authorized and granted standing to file and commence any Challenge including, but not limited to, by motion, objection or adversary proceeding.

15. Order Binding on Successors. The provisions of this Order shall be binding upon and inure to the benefit of the Secured Creditors, the Debtors, and their respective successors and assigns (including any trustee or other estate representative appointed as a representative of the Debtors' estates or of any estate in any successor case). Except as otherwise explicitly set forth in this Order, no third parties are intended to be or shall be deemed to be third party beneficiaries of this Order or the Loan Documents.

16. Notice of this Order. Within five (5) days of the receipt of this Order, a copy of this Order shall be served by the Debtors or their counsel by regular mail upon: (i) the Office of

the United States Trustee, (ii) counsel to HUD, (iii) counsel to U.S. Bank and TD Bank (iv) counsel for the Committee, and (v) any person requesting notice pursuant to Fed. R. Bankr. P. 2002, and that if notice is given in the manner provided above, said notice shall be sufficient and proper and in accordance with the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules of this Court.

17. Further Hearing & Objection Deadline. A further hearing in accordance with Fed. R. Bankr. P. 4001(b)(2) to consider Debtors' further use of the Cash Collateral shall be heard by the Court on April 11, 2017, at 11:00 a.m. (Eastern Time) before the Honorable Julie A. Manning, Chief United States Bankruptcy Judge, at the United States Bankruptcy Court for the District of Connecticut, Bridgeport Division, 915 Lafayette Boulevard, Bridgeport, CT 06604. On or before April 7, 2017, any objection to the Debtors' further use of Cash Collateral shall be filed with the Court and served upon counsel to the Debtors, Elizabeth J. Austin, Pullman & Comley, LLC, 850 Main Street, 8th Floor, Bridgeport, CT 06604, and counsel to the Committee, James Berman and Stephen M. Kindseth, Zeisler & Zeisler, P.C., 10 Middle Street, 15th Floor, Bridgeport, CT 06604, counsel to HUD, Anne F. Thidemann, Assistant U.S. Attorney, 1000 Lafayette Boulevard, 10th FL., Bridgeport, CT 06604, counsel to U.S. Bank, Joshua Cohen, Day Pitney, 242 Trumbull Street, Hartford, CT 06103 and counsel to TD Bank, Scott DeLaura, Palumbo & DeLaura LLC, 528 Chapel Street, New Haven, CT 06511.

DATED: February 28, 2017

Julie A. Manning
Chief United States Bankruptcy Judge
District of Connecticut

EXHIBIT A

HEBREW HEALTH CARE and AFFILIATES
Consolidated

	Actual 2/11/17	2/18/17	2/25/17	3/4/17	3/11/17	3/18/17	3/25/17	4/1/17	4/8/17	4/15/17	4/22/17	4/29/17	Total
Cash, Beginning of Period	\$ 1,032,868	\$ 1,230,834	\$ 1,587,209	\$ 1,413,834	\$ 1,107,759	\$ 1,154,884	\$ 1,427,259	\$ 1,196,384	\$ 1,115,509	\$ 927,934	\$ 1,275,559	\$ 1,110,934	\$ 1,230,834
Cash Receipts:													
Room and Board	470,252	413,500	93,750	143,750	255,500	353,000	77,500	127,500	278,500	391,000	77,500	127,500	2,339,000
Ancillary	280,906	245,500	76,750	76,750	60,500	222,000	60,500	60,500	60,500	225,500	60,500	60,500	1,209,500
Other	560	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	82,500
Intercompany Transfers	-	-	-	-	-	-	-	-	-	-	-	-	-
Due to National	(46,938)	-	-	-	-	-	-	-	-	-	-	-	-
DIP Loan Proceeds	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Cash Receipts	704,780	666,500	178,000	228,000	323,500	582,500	145,500	195,500	346,500	624,000	145,500	195,500	3,631,000
Cash Disbursements:													
Salary and Wages	192,148	168,000	168,000	168,000	168,000	168,000	168,000	168,000	168,000	168,000	168,000	168,000	1,848,000
Fringe Benefits	200,917	4,875	4,875	240,875	4,875	4,875	4,875	4,875	240,875	4,875	4,875	4,875	525,625
Other:													
Administration	46,487	37,400	37,400	37,400	37,400	37,400	37,400	37,400	37,400	37,400	37,400	37,400	411,400
Medical Services	-	-	-	-	-	-	-	-	-	-	-	-	-
Nursing Services	8,715	-	-	-	-	-	-	-	-	-	-	-	-
Social Work Services	66	-	-	-	-	-	-	-	-	-	-	-	-
Rehabilitation Services	128	-	-	-	-	-	-	-	-	-	-	-	-
Life Enrichment Services	2,944	-	-	-	-	-	-	-	-	-	-	-	-
Pharmacy	7,842	5,750	5,750	5,750	5,750	5,750	5,750	5,750	5,750	5,750	5,750	5,750	63,250
Nutritional Services	9,186	18,450	18,450	18,450	18,450	18,450	18,450	18,450	18,450	18,450	18,450	18,450	202,950
Environmental Services	730	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	11,000
Building Operations	37,651	17,500	17,500	19,200	17,500	17,500	17,500	17,500	19,200	17,500	17,500	17,500	195,900
Miscellaneous	-	3,900	3,900	16,400	3,900	3,900	3,900	3,900	16,400	3,900	3,900	3,900	67,900
ALSA Services	-	19,500	19,500	19,500	19,500	19,500	19,500	19,500	19,500	19,500	19,500	19,500	214,500
US Trustee Fees	-	-	-	-	-	-	-	-	-	-	-	-	-
Professional Fees	-	-	75,000	-	-	-	100,000	-	-	-	-	100,000	275,000
Capital Expenditures	-	-	-	-	-	-	-	-	-	-	-	-	-
DIP Loan Payments	-	-	-	-	-	-	-	-	-	-	-	-	-
Debt Service	-	33,750	-	7,500	-	33,750	-	-	7,500	-	33,750	-	116,250
Total Cash Disbursements	506,814	310,125	351,375	534,075	276,375	310,125	376,375	276,375	534,075	276,375	310,125	376,375	3,931,775
Cash, End of Period	\$ 1,230,834	\$ 1,587,209	\$ 1,413,834	\$ 1,107,759	\$ 1,154,884	\$ 1,427,259	\$ 1,196,384	\$ 1,115,509	\$ 927,934	\$ 1,275,559	\$ 1,110,934	\$ 930,059	\$ 930,059

6422354v1

Unsecured

(200,000)

730,059

HEBREW HEALTH CARE and AFFILIATES
Skilled Nursing Facility

	Actual												
	2/11/17	2/18/17	2/25/17	3/4/17	3/11/17	3/18/17	3/25/17	4/1/17	4/8/17	4/15/17	4/22/17	4/29/17	Total
Cash, Beginning of Period	\$ (46,356)	\$ (325,837)	\$ (284,462)	\$ (313,087)	\$ (367,212)	\$ (390,837)	\$ (414,462)	\$ (488,087)	\$ (511,712)	\$ (598,337)	\$ (621,962)	\$ (645,587)	\$ (325,837)
Cash Receipts:													
Room and Board	16,572	32,500	16,250	16,250	-	-	-	-	-	-	-	-	65,000
Ancillary		32,500	16,250	16,250	-	-	-	-	-	-	-	-	65,000
Other		-	-	-	-	-	-	-	-	-	-	-	-
Intercompany Transfers		-	-	-	-	-	-	-	-	-	-	-	-
Due to National	(46,938)	-	-	-	-	-	-	-	-	-	-	-	-
DIP Loan Proceeds		-	-	-	-	-	-	-	-	-	-	-	-
Total Cash Receipts	(30,366)	65,000	32,500	32,500	-	-	-	-	-	-	-	-	130,000
Cash Disbursements:													
Salary and Wages	27,732	16,500	16,500	16,500	16,500	16,500	16,500	16,500	16,500	16,500	16,500	16,500	181,500
Fringe Benefits	188,407	1,125	1,125	64,125	1,125	1,125	1,125	1,125	64,125	1,125	1,125	1,125	138,375
Other:													
Administration	12,056	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	44,000
Medical Services		-	-	-	-	-	-	-	-	-	-	-	-
Nursing Services	5,036	-	-	-	-	-	-	-	-	-	-	-	-
Social Work Services	66	-	-	-	-	-	-	-	-	-	-	-	-
Rehabilitation Services	128	-	-	-	-	-	-	-	-	-	-	-	-
Life Enrichment Services	236	-	-	-	-	-	-	-	-	-	-	-	-
Pharmacy		-	-	-	-	-	-	-	-	-	-	-	-
Nutritional Services		-	-	-	-	-	-	-	-	-	-	-	-
Environmental Services	442	-	-	-	-	-	-	-	-	-	-	-	-
Building Operations	15,012	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	11,000
Miscellaneous		1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	11,000
ALSA Services		-	-	-	-	-	-	-	-	-	-	-	-
US Trustee Fees		-	-	-	-	-	-	-	-	-	-	-	-
Professional Fees		-	37,500	-	-	-	50,000	-	-	-	-	50,000	137,500
Capital Expenditures		-	-	-	-	-	-	-	-	-	-	-	-
DIP Loan Payments		-	-	-	-	-	-	-	-	-	-	-	-
Debt Service		-	-	-	-	-	-	-	-	-	-	-	-
Total Cash Disbursements	249,115	23,625	61,125	86,625	23,625	23,625	73,625	23,625	86,625	23,625	23,625	73,625	523,375
Cash, End of Period	\$ (325,837)	\$ (284,462)	\$ (313,087)	\$ (367,212)	\$ (390,837)	\$ (414,462)	\$ (488,087)	\$ (511,712)	\$ (598,337)	\$ (621,962)	\$ (645,587)	\$ (719,212)	\$ (719,212)

HEBREW HEALTH CARE and AFFILIATES
Hospital

	Actual												
	2/11/17	2/18/17	2/25/17	3/4/17	3/11/17	3/18/17	3/25/17	4/1/17	4/8/17	4/15/17	4/22/17	4/29/17	Total
Cash, Beginning of Period	\$ 804,568	\$ 851,301	\$ 964,801	\$ 933,301	\$ 816,301	\$ 817,301	\$ 915,801	\$ 881,801	\$ 857,801	\$ 765,801	\$ 879,301	\$ 855,301	\$ 851,301
Cash Receipts:													
Room and Board	150,948	195,000	57,500	57,500	82,500	180,000	57,500	57,500	82,500	195,000	57,500	57,500	1,080,000
Ancillary	14,725	21,500	21,500	21,500	21,500	21,500	21,500	21,500	21,500	21,500	21,500	21,500	236,500
Other	159	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	66,000
Intercompany Transfers		-	-	-	-	-	-	-	-	-	-	-	-
Due to National													-
DIP Loan Proceeds		-	-	-	-	-	-	-	-	-	-	-	-
Total Cash Receipts	165,832	222,500	85,000	85,000	110,000	207,500	85,000	85,000	110,000	222,500	85,000	85,000	1,382,500
Cash Disbursements:													
Salary and Wages	84,008	78,000	78,000	78,000	78,000	78,000	78,000	78,000	78,000	78,000	78,000	78,000	858,000
Fringe Benefits	6,390	1,500	1,500	94,500	1,500	1,500	1,500	1,500	94,500	1,500	1,500	1,500	202,500
Other:													
Administration	17,180	12,500	12,500	12,500	12,500	12,500	12,500	12,500	12,500	12,500	12,500	12,500	137,500
Medical Services		-	-	-	-	-	-	-	-	-	-	-	-
Nursing Services	3,679	-	-	-	-	-	-	-	-	-	-	-	-
Social Work Services		-	-	-	-	-	-	-	-	-	-	-	-
Rehabilitation Services		-	-	-	-	-	-	-	-	-	-	-	-
Life Enrichment Services		-	-	-	-	-	-	-	-	-	-	-	-
Pharmacy	7,842	5,750	5,750	5,750	5,750	5,750	5,750	5,750	5,750	5,750	5,750	5,750	63,250
Nutritional Services		5,750	5,750	5,750	5,750	5,750	5,750	5,750	5,750	5,750	5,750	5,750	63,250
Environmental Services		1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	11,000
Building Operations		4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	44,000
Miscellaneous		500	500	500	500	500	500	500	500	500	500	500	5,500
ALSA Services		-	-	-	-	-	-	-	-	-	-	-	-
US Trustee Fees		-	-	-	-	-	-	-	-	-	-	-	-
Professional Fees		-	7,500	-	-	-	10,000	-	-	-	-	10,000	27,500
Capital Expenditures		-	-	-	-	-	-	-	-	-	-	-	-
DIP Loan Payments		-	-	-	-	-	-	-	-	-	-	-	-
Debt Service		-	-	-	-	-	-	-	-	-	-	-	-
Total Cash Disbursements	119,099	109,000	116,500	202,000	109,000	109,000	119,000	109,000	202,000	109,000	109,000	119,000	1,412,500
Cash, End of Period	\$ 851,301	\$ 964,801	\$ 933,301	\$ 816,301	\$ 817,301	\$ 915,801	\$ 881,801	\$ 857,801	\$ 765,801	\$ 879,301	\$ 855,301	\$ 821,301	\$ 821,301

HEBREW HEALTH CARE and AFFILIATES
CGSC

	Actual 2/11/17	2/18/17	2/25/17	3/4/17	3/11/17	3/18/17	3/25/17	4/1/17	4/8/17	4/15/17	4/22/17	4/29/17	Total
Cash, Beginning of Period	\$ (36,800)	\$ (53,345)	\$ (60,845)	\$ (68,345)	\$ (88,845)	\$ (96,345)	\$ (103,845)	\$ (111,345)	\$ (118,845)	\$ (139,345)	\$ (146,845)	\$ (154,345)	\$ (53,345)
Cash Receipts:													
Room and Board	-	-	-	-	-	-	-	-	-	-	-	-	-
Ancillary	-	9,000	9,000	9,000	9,000	9,000	9,000	9,000	9,000	9,000	9,000	9,000	99,000
Other	-	-	-	-	-	-	-	-	-	-	-	-	-
Intercompany Transfers	-	-	-	-	-	-	-	-	-	-	-	-	-
Due to National	-	-	-	-	-	-	-	-	-	-	-	-	-
DIP Loan Proceeds	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Cash Receipts	-	9,000	9,000	9,000	9,000	9,000	9,000	9,000	9,000	9,000	9,000	9,000	99,000
Cash Disbursements:													
Salary and Wages	15,374	13,500	13,500	13,500	13,500	13,500	13,500	13,500	13,500	13,500	13,500	13,500	148,500
Fringe Benefits	1,171	500	500	13,500	500	500	500	500	13,500	500	500	500	31,500
Other:													
Administration	-	1,750	1,750	1,750	1,750	1,750	1,750	1,750	1,750	1,750	1,750	1,750	19,250
Medical Services	-	-	-	-	-	-	-	-	-	-	-	-	-
Nursing Services	-	-	-	-	-	-	-	-	-	-	-	-	-
Social Work Services	-	-	-	-	-	-	-	-	-	-	-	-	-
Rehabilitation Services	-	-	-	-	-	-	-	-	-	-	-	-	-
Life Enrichment Services	-	-	-	-	-	-	-	-	-	-	-	-	-
Pharmacy	-	-	-	-	-	-	-	-	-	-	-	-	-
Nutritional Services	-	-	-	-	-	-	-	-	-	-	-	-	-
Environmental Services	-	-	-	-	-	-	-	-	-	-	-	-	-
Building Operations	-	-	-	-	-	-	-	-	-	-	-	-	-
Miscellaneous	-	750	750	750	750	750	750	750	750	750	750	750	8,250
ALSA Services	-	-	-	-	-	-	-	-	-	-	-	-	-
US Trustee Fees	-	-	-	-	-	-	-	-	-	-	-	-	-
Professional Fees	-	-	-	-	-	-	-	-	-	-	-	-	-
Capital Expenditures	-	-	-	-	-	-	-	-	-	-	-	-	-
DIP Loan Payments	-	-	-	-	-	-	-	-	-	-	-	-	-
Debt Service	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Cash Disbursements	16,545	16,500	16,500	29,500	16,500	16,500	16,500	16,500	29,500	16,500	16,500	16,500	207,500
Cash, End of Period	\$ (53,345)	\$ (60,845)	\$ (68,345)	\$ (88,845)	\$ (96,345)	\$ (103,845)	\$ (111,345)	\$ (118,845)	\$ (139,345)	\$ (146,845)	\$ (154,345)	\$ (161,845)	\$ (161,845)

HEBREW HEALTH CARE and AFFILIATES
Adult Day Center

	Actual												
	2/11/17	2/18/17	2/25/17	3/4/17	3/11/17	3/18/17	3/25/17	4/1/17	4/8/17	4/15/17	4/22/17	4/29/17	Total
Cash, Beginning of Period	\$ 34,887	\$ 62,052	\$ 94,802	\$ 85,927	\$ 76,477	\$ 73,227	\$ 102,477	\$ 91,727	\$ 88,477	\$ 79,027	\$ 111,777	\$ 108,527	\$ 62,052
Cash Receipts:													
Room and Board	-	-	-	-	-	-	-	-	-	-	-	-	-
Ancillary	32,180	41,000	5,000	5,000	5,000	37,500	5,000	5,000	5,000	41,000	5,000	5,000	159,500
Other	-	-	-	-	-	-	-	-	-	-	-	-	-
Intercompany Transfers	-	-	-	-	-	-	-	-	-	-	-	-	-
Due to National	-	-	-	-	-	-	-	-	-	-	-	-	-
DIP Loan Proceeds	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Cash Receipts	32,180	41,000	5,000	5,000	5,000	37,500	5,000	5,000	5,000	41,000	5,000	5,000	159,500
Cash Disbursements:													
Salary and Wages	4,565	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	60,500
Fringe Benefits	348	250	250	4,750	250	250	250	250	4,750	250	250	250	11,750
Other:													
Administration	102	1,150	1,150	1,150	1,150	1,150	1,150	1,150	1,150	1,150	1,150	1,150	12,650
Medical Services	-	-	-	-	-	-	-	-	-	-	-	-	-
Nursing Services	-	-	-	-	-	-	-	-	-	-	-	-	-
Social Work Services	-	-	-	-	-	-	-	-	-	-	-	-	-
Rehabilitation Services	-	-	-	-	-	-	-	-	-	-	-	-	-
Life Enrichment Services	-	-	-	-	-	-	-	-	-	-	-	-	-
Pharmacy	-	-	-	-	-	-	-	-	-	-	-	-	-
Nutritional Services	-	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	13,200
Environmental Services	-	-	-	-	-	-	-	-	-	-	-	-	-
Building Operations	-	-	-	1,700	-	-	-	-	1,700	-	-	-	3,400
Miscellaneous	-	150	150	150	150	150	150	150	150	150	150	150	1,650
ALSA Services	-	-	-	-	-	-	-	-	-	-	-	-	-
US Trustee Fees	-	-	-	-	-	-	-	-	-	-	-	-	-
Professional Fees	-	-	5,625	-	-	-	7,500	-	-	-	-	7,500	20,625
Capital Expenditures	-	-	-	-	-	-	-	-	-	-	-	-	-
DIP Loan Payments	-	-	-	-	-	-	-	-	-	-	-	-	-
Debt Service	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Cash Disbursements	5,015	8,250	13,875	14,450	8,250	8,250	15,750	8,250	14,450	8,250	8,250	15,750	123,775
Cash, End of Period	\$ 62,052	\$ 94,802	\$ 85,927	\$ 76,477	\$ 73,227	\$ 102,477	\$ 91,727	\$ 88,477	\$ 79,027	\$ 111,777	\$ 108,527	\$ 97,777	\$ 97,777

HEBREW HEALTH CARE and AFFILIATES
ALSA Services

	Actual												
	2/11/17	2/18/17	2/25/17	3/4/17	3/11/17	3/18/17	3/25/17	4/1/17	4/8/17	4/15/17	4/22/17	4/29/17	Total
Cash, Beginning of Period	\$ (49,627)	\$ 151,822	\$ 249,322	\$ 224,697	\$ 188,197	\$ 169,197	\$ 279,197	\$ 252,697	\$ 233,697	\$ 197,197	\$ 307,197	\$ 288,197	\$ 151,822
Cash Receipts:													
Room and Board	-	-	-	-	-	-	-	-	-	-	-	-	-
Ancillary	234,001	124,000	7,500	7,500	7,500	136,500	7,500	7,500	7,500	136,500	7,500	7,500	457,000
Other	-	-	-	-	-	-	-	-	-	-	-	-	-
Intercompany Transfers	-	-	-	-	-	-	-	-	-	-	-	-	-
Due to National	-	-	-	-	-	-	-	-	-	-	-	-	-
DIP Loan Proceeds	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Cash Receipts	234,001	124,000	7,500	7,500	7,500	136,500	7,500	7,500	7,500	136,500	7,500	7,500	457,000
Cash Disbursements:													
Salary and Wages	30,204	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	220,000
Fringe Benefits	2,293	1,000	1,000	18,500	1,000	1,000	1,000	1,000	18,500	1,000	1,000	1,000	46,000
Other:													
Administration	55	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	33,000
Medical Services	-	-	-	-	-	-	-	-	-	-	-	-	-
Nursing Services	-	-	-	-	-	-	-	-	-	-	-	-	-
Social Work Services	-	-	-	-	-	-	-	-	-	-	-	-	-
Rehabilitation Services	-	-	-	-	-	-	-	-	-	-	-	-	-
Life Enrichment Services	-	-	-	-	-	-	-	-	-	-	-	-	-
Pharmacy	-	-	-	-	-	-	-	-	-	-	-	-	-
Nutritional Services	-	-	-	-	-	-	-	-	-	-	-	-	-
Environmental Services	-	-	-	-	-	-	-	-	-	-	-	-	-
Building Operations	-	-	-	-	-	-	-	-	-	-	-	-	-
Miscellaneous	-	500	500	500	500	500	500	500	500	500	500	500	5,500
ALSA Services	-	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	22,000
US Trustee Fees	-	-	-	-	-	-	-	-	-	-	-	-	-
Professional Fees	-	-	5,625	-	-	-	7,500	-	-	-	-	7,500	20,625
Capital Expenditures	-	-	-	-	-	-	-	-	-	-	-	-	-
DIP Loan Payments	-	-	-	-	-	-	-	-	-	-	-	-	-
Debt Service	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Cash Disbursements	32,552	26,500	32,125	44,000	26,500	26,500	34,000	26,500	44,000	26,500	26,500	34,000	347,125
Cash, End of Period	\$ 151,822	\$ 249,322	\$ 224,697	\$ 188,197	\$ 169,197	\$ 279,197	\$ 252,697	\$ 233,697	\$ 197,197	\$ 307,197	\$ 288,197	\$ 261,697	\$ 261,697

HEBREW HEALTH CARE and AFFILIATES
Summmer Wood

	Actual 2/11/17	2/18/17	2/25/17	3/4/17	3/11/17	3/18/17	3/25/17	4/1/17	4/8/17	4/15/17	4/22/17	4/29/17	Total
Cash, Beginning of Period	\$ 326,195	\$ 544,840	\$ 623,590	\$ 551,340	\$ 482,840	\$ 582,340	\$ 648,090	\$ 569,590	\$ 566,090	\$ 623,590	\$ 746,090	\$ 658,840	\$ 544,840
Cash Receipts:													
Room and Board	302,732	186,000	20,000	70,000	173,000	173,000	20,000	70,000	196,000	196,000	20,000	70,000	1,194,000
Ancillary		17,500	17,500	17,500	17,500	17,500	17,500	17,500	17,500	17,500	17,500	17,500	192,500
Other	401	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	16,500
Intercompany Transfers		-	-	-	-	-	-	-	-	-	-	-	-
Due to National													-
DIP Loan Proceeds													-
Total Cash Receipts	303,133	205,000	39,000	89,000	192,000	192,000	39,000	89,000	215,000	215,000	39,000	89,000	1,403,000
Cash Disbursements:													
Salary and Wages	30,265	34,500	34,500	34,500	34,500	34,500	34,500	34,500	34,500	34,500	34,500	34,500	379,500
Fringe Benefits	2,308	500	500	45,500	500	500	500	500	45,500	500	500	500	95,500
Other:													
Administration	17,094	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	165,000
Medical Services		-	-	-	-	-	-	-	-	-	-	-	-
Nursing Services		-	-	-	-	-	-	-	-	-	-	-	-
Social Work Services		-	-	-	-	-	-	-	-	-	-	-	-
Rehabilitation Services		-	-	-	-	-	-	-	-	-	-	-	-
Life Enrichment Services	2,708	-	-	-	-	-	-	-	-	-	-	-	-
Pharmacy		-	-	-	-	-	-	-	-	-	-	-	-
Nutritional Services	9,186	11,500	11,500	11,500	11,500	11,500	11,500	11,500	11,500	11,500	11,500	11,500	126,500
Environmental Services	288	-	-	-	-	-	-	-	-	-	-	-	-
Building Operations	22,639	12,500	12,500	12,500	12,500	12,500	12,500	12,500	12,500	12,500	12,500	12,500	137,500
Miscellaneous		1,000	1,000	13,500	1,000	1,000	1,000	1,000	13,500	1,000	1,000	1,000	36,000
ALSA Services		17,500	17,500	17,500	17,500	17,500	17,500	17,500	17,500	17,500	17,500	17,500	192,500
US Trustee Fees		-	-	-	-	-	-	-	-	-	-	-	-
Professional Fees		-	18,750	-	-	-	25,000	-	-	-	-	25,000	68,750
Capital Expenditures		-	-	-	-	-	-	-	-	-	-	-	-
DIP Loan Payments													-
Debt Service		33,750	-	7,500	-	33,750	-	-	7,500	-	33,750	-	116,250
Total Cash Disbursements	84,488	126,250	111,250	157,500	92,500	126,250	117,500	92,500	157,500	92,500	126,250	117,500	1,317,500
Cash, End of Period	\$ 544,840	\$ 623,590	\$ 551,340	\$ 482,840	\$ 582,340	\$ 648,090	\$ 569,590	\$ 566,090	\$ 623,590	\$ 746,090	\$ 658,840	\$ 630,340	\$ 630,340