

UNITED STATES BANKRUPTCY COURT
DISTRICT OF CONNECTICUT
HARTFORD DIVISION

	Chapter 11
In re:	Case No. 16-21635 (JJT)
SPECTRUM HEALTHCARE LLC, ET AL ¹	through 16-21639 (JJT)
Debtors.	(Jointly Administered)

SEVENTEENTH ORDER (1) AUTHORIZING THE USE OF CASH COLLATERAL, (2) GRANTING ADEQUATE PROTECTION, AND (3) GRANTING RELATED RELIEF

On March 16, 2017, the Debtors, Spectrum Healthcare, LLC (“Spectrum”) and Spectrum Healthcare Torrington, LLC (“Spectrum Torrington”), Spectrum Healthcare Derby, LLC (“Spectrum Derby”), Spectrum Healthcare Hartford, LLC (“Spectrum Hartford”), and Spectrum Healthcare Manchester, LLC (“Spectrum Manchester”) (collectively, the “Affiliates”) and jointly with Spectrum, the debtors and debtors in possession, filed the Debtors’ Motion for a Final Order (1) Authorizing the Use of Cash Collateral, (2) Granting Adequate Protection, and (4) for Related Relief (the “Motion”)², whereby the Debtors seek entry of an order, pursuant to sections 105, 361, 362, 363, and 507 of Title 11 of the United States Code (the “Bankruptcy Code”) authorizing (a) the use cash collateral of MidCap Funding IV Trust (“MidCap Funding”), as assignee of MidCap Financial, LLC (“MidCap Financial”) (collectively, “MidCap”), CCP Finance I, LLC (“CCP Finance”), as assignee of Nationwide Health Properties, LLC (“NHP”), as Lender under the NHP Loan (as defined below), CCP Park Place 7541 LLC and CCP Torrington 7542 LLC (“CCP Landlords”) as agents for NHP with respect to the NHP Lease (as defined

¹ Spectrum Healthcare, LLC (Case No. 16-21635); Spectrum Healthcare Torrington, LLC (Case No. 16-21639); Spectrum Healthcare Derby, LLC (Case No. 16-21636), Spectrum Healthcare Manchester, LLC (Case No. 16-21638); and Spectrum Healthcare Hartford, LLC (Case No. 16-21637).

² Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Motion.

below), Love Funding Corporation (“LFC”), the Secretary of Housing and Urban Development (“HUD”) as additional secured party with LFC, and the State of Connecticut Department of Revenue Services (“DRS”) hereinafter collectively referred to as the “Secured Parties,” (b) authorizing adequate protection in the form of replacement liens on the accounts generated and/or created by the Debtors and proceeds therefrom (“Accounts”), subject to an “Exclusion” and “Carve-Out,” as defined below, and (c) related relief.

The Motion having come before the Court for a final hearing on January 11, 2018, and the Court having reviewed the Motion and having considered the arguments and representations of counsel and the records in these cases; and the Court having found that proper notice has been given under the circumstances of these cases, and based thereon and good cause appearing, the Court makes the following Order:

IT IS HEREBY FOUND THAT:

A. Bankruptcy Filings

1. On October 6, 2016 (the “Petition Date”), Spectrum, Spectrum Derby, Spectrum Hartford, Spectrum Manchester and Spectrum Torrington filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code and, with the exception of Spectrum Hartford³ and Spectrum Manchester⁴, have continued to operate as a debtor-in-possession pursuant to sections 1107 and 1108 of the Bankruptcy Code. Spectrum, Spectrum Derby, and Spectrum Torrington shall be referred herein as the Debtors. On October 21, 2016, an official committee of unsecured creditors (the “Committee”) was appointed in these Bankruptcy Cases.

³ Spectrum Hartford was placed into a State Court receivership on August 2, 2017.

⁴ Spectrum Manchester achieved confirmation of a plan of reorganization by order entered on December 20, 2017 and accordingly, is no longer operating as a debtor-in-possession.

B. Pre-Petition Loan Documents and Pre-Petition Obligations of MidCap. The

Debtors acknowledge and admit the following:

2. In connection with the confirmation and implementation of the Second Amended Plan of Reorganization for Spectrum Healthcare, LLC, Spectrum Healthcare Torrington, LLC, Spectrum Healthcare Derby, LLC Spectrum Healthcare Hartford, LLC and Spectrum Healthcare Manchester, LLC (the “Plan”), which was confirmed by Order entered on May 7, 2013, MidCap Financial, LLC (“MidCap Financial”) for itself and as agent for other lenders, made available to the Debtors, except for Spectrum Derby (the “Spectrum Prepetition Borrowers”), a revolving credit facility in the aggregate principal amount of up to \$5,000,000 pursuant to a Credit and Security Agreement dated as of June 13, 2013 (the “June 13, 2013 Credit and Security Agreement”). In connection with the June 13, 2013 Credit and Security Agreement, the Spectrum Borrowers executed and delivered a Revolving Credit Note in favor of MidCap Financial in the amount of \$5,000,000 and dated as June 13, 2013 (the “June 13, 2013 Note”).

3. The obligations under the June 13, 2013 Credit and Security Agreement and the June 13, 2013 Note were secured by duly perfected security interests in substantially all assets of the Spectrum Prepetition Borrowers, including all accounts receivable, proceeds thereof and deposit accounts.

4. By Amended and Restated Credit and Security Agreement dated as of August 27, 2014 (the “August 27, 2014 Credit and Security Agreement”), the June 13, 2013 Credit and Security Agreement was amended whereby, *inter alia*, MidCap Funding was substituted for MidCap Financial as its successor-by-assignment and the terms and conditions of the June 13, 2013 Credit and Security Agreement were modified in certain respects.

5. The Spectrum Prepetition Borrowers and MidCap Funding thereafter entered into two amendments to the August 27, 2014 Amended Credit and Security Agreement: (i) Amendment No. 1 to Amended and Restated Credit and Security Agreement dated as of March 14, 2016, pursuant to which the Spectrum Borrowers executed and delivered to MidCap Funding an Amended and Restated Revolving Loan Note in the amount of \$6,250,000 and dated as March 14, 2016; and (ii) Amendment No. 2 to Amended and Restated Credit and Security Agreement dated as of September 30, 2016, pursuant to which the Spectrum Borrowers executed and delivered to MidCap Funding an Amended and Restated Revolving Loan Note in the amount of \$7,500,000 and dated as of September 30, 2016.

6. Pursuant to a plan of reorganization for Spectrum Manchester that was confirmed by order of the Court entered on December 20, 2017 (the "Spectrum Manchester Plan"), Spectrum Manchester and the assignee of MidCap Funding entered into new loan and related agreements to replace Spectrum Manchester's obligations under the June 13, 2013 Credit and Security Agreement, the June 13, 2013 Note, the August 27, 2014 Credit and Security Agreement and amendments thereto (the "Spectrum Manchester Plan Loan Agreements"). Thus, by reason of the confirmation and implementation of the Spectrum Manchester Plan, Spectrum Manchester no longer requires authority to use cash collateral and is not subject to this Order.

7. The obligations of Spectrum, Spectrum Torrington, and Spectrum Hartford (the "Spectrum Borrowers") under the August 27, 2014 Credit and Security Agreement, the amendments thereto and the Revolving Notes executed and delivered pursuant to such amendments (the "Spectrum Borrowers Revolving Credit Obligations"), are secured by duly perfected security interests in substantially all of the assets of the Spectrum Borrowers, including all accounts receivable, proceeds thereof and deposit accounts. As of the Petition Date, the

amount owing on account of the Spectrum Borrowers Revolving Credit Obligations was \$4,073,230 for Spectrum, Spectrum Hartford and Spectrum Torrington

8. As part of their lending relationship with MidCap Funding, the Spectrum Borrowers, as well as Spectrum Derby, have a lockbox arrangement whereby the funds they receive for services provided to their patients, typically from Medicare, Medicaid and insurance companies (the "Collections"), are paid into accounts ("Collection Accounts") maintained at Wells Fargo Bank, N.A. (the "Bank"). The Collection Accounts are governed by a Deposit Account Control Agreement as to non-governmental receivables and a Collection Account Agreement as to governmental receivables. The Deposit Account Control Agreement and the Collection Account Agreement direct the funds in the Collection Accounts to be swept each business day, into one or more payment or destination accounts (the "Payment Accounts"), whereupon the funds are then used by MidCap Funding to reduce the amounts extended under the revolving lines of credit.

9. In connection with the confirmation and implementation of the Plan, MidCap Financial made available to Spectrum Derby a revolving credit facility in the aggregate principal amount of up to \$1,250,000 pursuant to a Credit and Security Agreement dated as of June 13, 2013, as amended, restated or otherwise modified from time to time (the "Spectrum Derby June 13, 2013 Credit and Security Agreement"). In connection with the Spectrum Derby June 13, 2013 Credit and Security Agreement, Spectrum Derby executed and delivered a Revolving Loan Note in favor of MidCap Financial in the amount of \$1,250,000 and dated as of June 13, 2013 (the "Spectrum Derby June 13, 2013 Note").

10. The obligations under the Spectrum Derby June 13, 2013 Credit and Security Agreement and Spectrum Derby June 13, 2013 Note (the "Spectrum Derby Revolving Credit")

Obligations”) are secured by duly perfected security interests in substantially all assets of Spectrum Derby, including all accounts receivable, proceeds thereof and deposit accounts. As of the Petition Date, the amount owing on account of the Spectrum Derby Revolving Credit Obligations was \$1,244,879.

11. The Spectrum Borrowers are also obligated to MidCap Financial or MidCap Funding, as successor-by-assignment to MidCap Financial, under certain guarantees of affiliate entities. Pursuant to a Cross-Collateralization, Cross Default and Cross-Guaranty Agreement dated as of June 13, 2013, the Spectrum Borrowers guaranteed the obligations of Spectrum Manchester Realty, LLC (“Spectrum Manchester Realty”) under a Credit and Security Agreement dated as of February 22, 2011 (as amended, restated, or otherwise modified from time to time), in relation to a term loan to Spectrum Manchester Realty in the amount of \$10,500,000. Pursuant to a Payment Guaranty executed and delivered to MidCap Financial and dated as of June 13, 2013, the Spectrum Borrowers guaranteed the obligations of Spectrum Derby for a loan and other revolving credit accommodations to Spectrum Derby in the amount of \$1,250,000 pursuant to a Credit and Security Agreement between Spectrum Derby and MidCap Financial, dated as of June 13, 2013.

12. The obligations of the Spectrum Borrowers and Spectrum Derby to MidCap that are described in the foregoing paragraphs 1-11 are hereinafter referred to as the “MidCap Prepetition Obligations”.

C. Pre-Petition Loan Documents and Pre-Petition Obligations of NHP and CCP Landlords

The Debtors acknowledge and admit the following:

13. Spectrum Hartford and Spectrum Torrington (collectively, the “Spectrum Tenants”) are parties to a certain Master Lease dated June 13, 2013 (the “NHP Lease”), pursuant to which the Spectrum Tenants leased from NHP two skilled nursing facilities from which they operate their businesses.⁵

14. Pursuant to the NHP Lease, the Spectrum Tenants granted NHP a security interest in “Tenant Property” and the product and proceeds thereof, which grant continues the security interest previously granted to NHP under the previous Master Lease between the parties.

15. The Spectrum Tenants also have loan obligations to NHP pursuant to a Fifth Amendment to Amended and Restated Loan and Security Agreement, dated June 13, 2013, which, with intervening amendments, relates back to that certain Amended and Restated Loan and Security Agreement dated January 1, 2005 (the “NHP Loan”). The NHP Loan is evidenced by that certain Amended and Restated Secured Promissory Note, dated March 28, 2006, as amended, in the original principal amount of \$900,000. To secure the obligations relating to the NHP Loan and accompanying note, as amended, the Spectrum Tenants granted NHP a security interest in substantially all of their assets and all products and proceeds thereof.

16. Pursuant to an Intercreditor Agreement dated June 13, 2013 (the “NHP Intercreditor Agreement”), between MidCap Financial, MidCap Funding II, LLC, NHP and the Spectrum Borrowers, as set forth more particularly therein, NHP subordinated its security interest in the assets of the Spectrum Tenants, except for certain deposits under the Lease and insurance policies, to the security interests of MidCap Financial and MidCap Funding II, LLC. Thus, as to cash collateral assets such as accounts receivable, the proceeds thereof, deposit accounts and cash, MidCap Financial and its successor-by-assignment, MidCap Funding, have a

⁵ As of May 19, 2017, the NHP Lease was deemed rejected pursuant to Section 365(d)(4)(B) because the time within which Spectrum Torrington and Spectrum Hartford had to assume and/or reject the NHP Lease expired and no further extension was granted.

prior secured position relative to CCP Finance's secured position and the CCP Landlords' secured position as agents for NHP.

17. NHP duly perfected the security interests it was granted by the Spectrum Tenants for the NHP Loan and the NHP Lease by filing of financing statements under the Uniform Commercial Code as adopted in Connecticut.

18. As of the Petition Date, CCP Finance, as assignee of NHP, was owed the sum of approximately \$825,000 on account of the NHP Loan. The CCP Landlords, as agents for NHP, are also owed certain prepetition obligations under the NHP Lease.

19. The obligations of the Spectrum Tenants to CCP Finance under the NHP Loan are hereinafter referred to as the "NHP Prepetition Obligations" and the obligations of the Spectrum Tenants to the CCP Landlords, as agents for NHP, under the NHP Lease are hereinafter referred to as the "CCP Landlords' Prepetition Obligations")

D. Pre-Petition Loan Documents and Pre-Petition Obligations of LFC.

The Debtors acknowledge and admit the following:

20. LFC made loans and/or extensions of credit to or for the benefit of Spectrum Derby Realty, LLC ("Spectrum Derby Realty"), which are secured by a mortgage against real estate which is leased by Spectrum Derby Realty to Spectrum Derby and used by Spectrum Derby to operate a skilled nursing facility.

21. To further secure the loans made by LFC to Spectrum Derby Realty, Spectrum Derby granted to LFC a security interest in certain collateral that includes collateral which is the subject of the security interest granted to MidCap Financial by Spectrum Derby. HUD is identified as an additional secured party with LFC.

22. By Intercreditor Agreement dated June 13, 2013 (the “LFC Intercreditor Agreement”), LFC subordinated its security interest of MidCap Financial for all of what is defined as “AR Lender Priority Collateral,” which includes all present and future accounts, government contracts, money, deposit accounts and the proceeds and product of the foregoing. Thus, as to cash collateral assets such as Accounts, the proceeds thereof, deposit accounts and cash, MidCap Financial and its successor-by-assignment, MidCap Funding, have a prior secured position relative to LFC’s secured position.

23. The obligations of Spectrum Derby to Midland based on its grant of a security interest to LFC are hereinafter referred to as the “LFC Prepetition Obligations.”

E. Pre-Petition Obligations to DRS

24. DRS asserts a statutory right to setoff Debtors’ unpaid pre-petition provider taxes against the Debtors’ pre-petition Medicaid Receivables.

F. Pre-Petition Collateral

25. The Debtors acknowledge and admit that as of the Petition Date, and subject to ¶15, *infra*, of this Order, (a) the MidCap Prepetition Obligations were secured by liens and security interests (the “MidCap Prepetition Liens”) in substantially all assets of the Debtors, including accounts receivable, the proceeds thereof and cash, as set forth in the agreements and ancillary documents executed by the Debtors in favor of MidCap and which evidence and/or are related to the MidCap Prepetition Obligations (the “MidCap Prepetition Collateral”), (b) the NHP Prepetition Obligations were secured by liens and security interests (the “NHP Prepetition Liens”) in virtually all personal property of the Spectrum Tenants as set forth in the NHP Loan and any security agreement executed in connection therewith (the “NHP Prepetition Collateral”), (c) the CCP Landlords’ Prepetition Obligations were secured by liens and security interests (the

“CCP Landlords Prepetition Liens”) in certain personal property of the Spectrum Tenants’ as set forth in the NHP Lease (the “CCP Landlord’s Prepetition Collateral”), (d) the LFC Prepetition Obligations were secured by liens and security interests (the “LFC Prepetition Liens”) in the property of Spectrum Derby as set forth in the security agreement executed by Spectrum Derby in favor of LFC (the “LFC Prepetition Collateral”), (e) the MidCap Prepetition Liens constitute perfected first and senior priority liens in and upon the MidCap Prepetition Collateral, except as otherwise provided in the NHP Intercreditor Agreement and the LFC Intercreditor Agreement, (f) the NHP Prepetition Liens constitute perfected second priority liens in and upon the NHP Prepetition Collateral, except as otherwise provided in the NHP Intercreditor Agreement, (g) the CCP Landlords’ Prepetition Liens constitute perfected second priority liens in and upon the CCP Landlords’ Prepetition Collateral, except as otherwise provided in the NHP Intercreditor Agreement, (h) the LFC Prepetition Liens constitute perfected second priority liens in and upon the LFC Prepetition Collateral, except as otherwise provided in the LFC Intercreditor Agreement, and (i) HUD has the same position as LFC as additional secured party with LFC.

26. The Debtors’ further stipulate and admit that (i) the MidCap Prepetition Obligations and the Prepetition Obligations of the CCP Landlords, as agents for NHP, constitute legal, valid, and binding obligations of the Debtors; (ii) the MidCap Prepetition Obligations and the Prepetition Obligations of the CCP Landlords, as agents for NHP, are not subject to avoidance, subordination, recharacterization, recovery, attack, offset, counterclaim, defense, challenge, or Claim (as defined in section 101(5) of the Bankruptcy Code) of any kind pursuant to the Bankruptcy Code or applicable non-bankruptcy law; and (iii) that the Debtors have granted valid, binding, perfected, and enforceable first priority liens upon and security interest in substantially all of the personal property of the Debtors to MidCap to secure the MidCap

Prepetition Obligations and to the CCP Landlords, as agents for NHP, to secure the Prepetition Obligations of the CCP Landlords, as agents for NHP, subject only to the NHP Intercreditor Agreement and the specific permitted exceptions in the August 27, 2014 Credit and Security Agreement and the Spectrum Derby June 13, 2013 Credit and Security Agreement.

G. Use of Cash Collateral and Motion

27. *Request for Use of Cash Collateral.* Pursuant to the Motion, the Debtors have requested the use of cash collateral (as that term is defined in section 363(a) of the Bankruptcy Code) (“Cash Collateral”) excluding the Retained Funds (as defined and provided for below), and the Court is prepared to authorize such use of such Cash Collateral upon the admissions, agreements, terms and conditions in this Order, and certain findings of fact and conclusions of law in support of this Order.

28. *Need for Use of Cash Collateral.* Debtors have an immediate need to use Cash Collateral in order to permit, among other tasks, the orderly continuation of the operation of their businesses, to minimize the disruption of their business operations, and to manage and preserve the assets of their estates.

29. *Adequate Protection.* The Cash Collateral constitutes “cash collateral” of MidCap, CCP Finance, the CCP Landlords, as agents for NHP, and LFC within the meaning of section 363(a) of the Bankruptcy Code, and pursuant to sections 361 and 363(e), MidCap, CCP Finance, the CCP Landlords and LFC (“Secured Parties”) are entitled to adequate protection of their interests therein.

30. *Immediate Entry.* Sufficient cause exists for immediate entry of this Order pursuant to Bankruptcy Rule 4001(c)(2).

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

Having considered this Motion, and certain papers filed with the Court relating thereto, and finding the notice of the Motion was sufficient under the circumstances, the Court makes the following Order:

IT IS HEREBY ORDERED THAT:

1. The Motion is granted in part subject to the specific terms and conditions set forth herein.

2. The Debtors are authorized to pay only their current expenses as reflected in the budgets attached hereto (the "Budget"), provided, however, that: (i) Spectrum Torrington has been omitted from the Budget because it and the parties with an interest in Cash Collateral anticipate addressing the use of Cash Collateral on ad hoc or per item basis based on consent or, if consent cannot be reached, by further order of the Court and (ii) Spectrum Manchester Realty or its assignee, MidCap, as the case may be, and the CCP Landlords reserve the right to assert any accrued but unpaid rent or other lease obligations owed or to become owed to them, respectively, as administrative expense claims (the "Administrative Rent Claims"), which Administrative Rent Claims shall be subordinate to any unpaid, non-professional administrative expenses at the conclusion of the sale process contemplated by this Order or any wind down process that may occur in these cases, except, as to such subordination, to the extent of \$6,000 per week of rent for each of the CCP Landlords and Spectrum Manchester Realty or its assignee, MidCap, as the case may be, starting as of January 13, 2017; provided further, however, that (i) the Administrative Rent Claims shall only be payable upon further order of this Court to the extent that funds are available to pay such Administrative Rent Claims; and (ii) nothing herein

shall affect any rights of the CCP Landlords, Spectrum Manchester Realty or its assignee, Midcap, or any other party, under section 365(d)(4) of the Bankruptcy Code. If the payment of any line item in the Budget is more than 5% of the budgeted item or the item is not included in the Budget, then in that event, the Debtors shall not pay same unless the following procedure is followed: The Debtors shall notify by fax or e-mail the Secured Parties and each Secured Party's counsel of the item to be paid and an explanation; if no objection is received by the Debtors from any of the Secured Parties or any Secured Party's counsel within one (1) business day from receipt of notice, their consent shall be deemed to be given for the expenditure. If any of the Secured Parties do object (through counsel or otherwise), then in that event, a conference shall be set up before the Court or such other person as designated by the Court to resolve the objection and its decision shall be binding. The Debtors shall provide and make available to Secured Parties and each Secured Party's counsel any and all reports, income statements and balance sheets within 30 days after the end of the month, weekly cash reports showing inflows and outflows in reasonable detail, budgets, occupancy rates per facility on a weekly and monthly basis, payroll and tax information per facility any other reasonable requests for financial or operational information. Each Friday at noon (Eastern), beginning April 7, 2017, and without prior request from any Secured Party or the Committee, the Debtors shall provide to the Secured Parties and each Secured Party's counsel and the Committee a written reconciliation showing actual receipts and disbursements for the preceding week compared with the Budget. In addition, the Debtors shall provide to the Secured Parties and each Secured Party's counsel and the Committee accounts payable reports on a monthly basis no later than the 20th day of the month following the month to be reported. Unless stated otherwise in this paragraph, all requested information shall be sent via email to counsel for Secured Parties within two business

days after the request is made. For the avoidance of doubt, all notices required to be given to a Secured Party pursuant to this Order shall also be given simultaneously to such Secured Party's counsel.

3. All collections (whether paid by wire or check) shall continue to be paid into the Collection Accounts. The funds in the Collection Accounts shall be swept, each business day, into the Payment Accounts (the "Funds"). The Funds shall continue to constitute Cash Collateral and shall not be applied by MidCap to the Revolver. The Funds shall be promptly (within two business days) remitted to the Debtors' operating accounts for use in connection with their operations in accordance with paragraph 2 hereof.

4. The Debtors shall be and they hereby are authorized to adequately protect Secured Parties by (a) granting to them replacement liens on the Collection Accounts and the debtor-in-possession accounts of the Debtors, *nunc pro tunc* to the Petition Date, subject to the Exclusion and Carve-Out as contained herein, to the same extent (if any) and with the same validity, enforceability and priority as the MidCap Prepetition Liens, the NHP Prepetition Liens, the CCP Landlords' Prepetition Liens and the LFC Prepetition Liens (along with HUD's lien as additional secured party) had (and after application of the terms and conditions of the NHC Intercreditor Agreement and the LFC Intercreditor Agreement, collectively the "IC Agreements") against the Debtors' deposit accounts and other assets prior to the Petition Date, and (b) making weekly adequate protection payments of \$2,000 to Midcap beginning in the first week of the Budget and continuing weekly until the week ending February 10, 2018, following which, for the week beginning February 11, 2017, MidCap shall be paid \$12,000. In addition, having ceased operations and vacated its leased premises, Spectrum Torrington shall retain and not spend any and all collections received for the period of this budget absent consent from MidCap or a further

Court Order. The payments to be made pursuant to subsection (b) of this ¶4 shall be applied to the principal of the MidCap Prepetition Obligations, but may be recharacterized as payments of interest (along with reasonable fees, costs, or other charges provided for under the August 27, 2014 Credit and Security Agreement and the Spectrum Derby June 13, 2013 Credit and Security Agreement and the other Financing Documents, as defined in each of the August 27, 2014 Credit and Security Agreement and the Spectrum Derby June 13, 2013 Credit and Security Agreement) in the event it is determined that MidCap is an oversecured creditor, in accordance with section 506(b) of the Bankruptcy Code. Nothing herein shall be deemed an adjudication that MidCap is oversecured or undersecured or an admission by any party that MidCap is oversecured or undersecured.

5. Excluded from the liens and interests held by the Secured Creditors in property of the Debtors' bankruptcy estates, including any replacement lien granted by this Order shall be (i) any lien on or interest in the Debtors' claims, causes of claim or proceeds from "avoidance actions" under sections 544, 545, 547, 548, 549 and 553 of the Bankruptcy Code and(ii) a carve-out for payment of the Debtors' professional fees in the amount of \$260,000, less payments received on account of such fees pursuant to the Spectrum Manchester Plan, with the carve-out for payment of the professionals of the Committee having been exhausted by reason of fees its professionals received pursuant to the Spectrum Manchester Plan. (the "Carve-Out"). Debtors stipulate and agree that merely providing for the Carve-Out in this Order or the Budget does not prejudice the right of any Secured Creditor, any committee appointed in this case or the United States Trustee's Office to subsequently object to the allowance of fees and expenses to any professional of the Debtors or the Committee for whose benefit the Carve-Out has been provided. In exchange for the Carve-Out, subject to paragraph 2 hereof, the Debtors stipulate

that for the duration of this Order, they shall not seek any surcharge of any Secured Creditor's collateral (whether granted prepetition or postpetition under this Order), including under section 506(c) of the Bankruptcy Code, except to the extent (i) there remain any unpaid, non-professional administrative operating expenses (excluding rent) at the conclusion of the sale process contemplated by this Order or any wind down process that may occur in these cases or (ii) of any unpaid allowed fees and expenses due to the professionals retained by the Committee.

6. Any replacement lien granted herein is subordinate to any fees due to the U.S. Trustee and costs due the Clerk of the Court (the "Exclusion").

7. The Secured Parties are hereby granted, subject to the Exclusion and Carve-Out, an additional replacement lien in Cash Collateral, Accounts including (without limitation) health-care insurance receivables and governmental healthcare receivables and all proceeds thereof whether deposited in the Collections Accounts, any payment account or elsewhere, and other collateral in which each of the Secured Parties held a security interest pre-petition, whether acquired before or after the Petition Date, whether now owned or hereafter acquired, created or arising, and all product and proceeds thereof, to the extent of any diminution of the value of the prepetition security interest, tax lien or setoff or recoupment rights the Secured Parties may claim in the Cash Collateral Accounts or other collateral (including accounts receivable) for the MidCap Prepetition Obligations, the NHP Prepetition Obligations, the CCP Landlords' Prepetition Obligations or the LFC Prepetition Obligations (whether by setoff, or security interest or tax warrant, or otherwise), arising out of the use of such accounts and proceeds by Debtors pursuant to this Order. Such additional replacement liens shall be effective to the same extent and with same validity, enforceability and priority as the MidCap Prepetition Liens, the NHP Prepetition Liens, the CCP Landlords' Prepetition Liens, the LFC Prepetition Liens, and

any rights of setoff claimed by DRS as against the Debtors' assets prior to the Petition Date. To the extent the adequate protection provided herein to MidCap, the CCP Landlords, as agents for NHP, or CCP Finance proves to be inadequate and such inadequacy gives rise to a claim allowable under section 507(a)(2) of the Bankruptcy Code, such claim shall constitute an allowed administrative expense claim against each of the Debtors on a joint and several basis with priority over all other administrative claims in the Bankruptcy Cases (other than the Carve-Out and the Exclusion), including all claims of the kind specified in section 503(b) and 507(b) of the Bankruptcy Code.

8. In the event a Secured Party is determined not to have a lien position in any of the Debtors' Accounts or other collateral, the replacement liens granted herein to such Secured Party shall be ineffective. Otherwise, the replacement liens, or payments to MidCap or any of the other Secured Parties provided under this Order, shall not be rescinded or disgorged by subsequent court order.

9. The time for any person or entity, including the Committee, to commence a contested matter or adversary proceeding raising any objection or challenge, including, without limitation, any claim against the Secured Parties in the nature of a setoff, counterclaim or defense to the applicable obligations, or a claim, related in any manner to the obligations, that seeks an affirmative recovery from the Secured Parties or any objection or challenge that contests the scope, validity, perfection or priority of any Secured Party's liens and/or amount of any Secured Party's claim (each, a "Challenge") has expired. Any and all such Challenges by any person or entity (including, without limitation, the Committee, any other statutory committee, any receiver, any administrator, any responsible officer, any Chapter 11 trustee, and/or any examiner or other estate representative appointed in the Bankruptcy Cases, and any Chapter 7 trustee and/or

examiner or other estate representative appointed in any successor cases or in any jurisdiction), shall be deemed to be forever waived, released and barred; (B) all of the Debtors' waivers, releases, affirmations and other stipulations as to the priority, extent, validity, amount and secured status as to each Secured Party's claims, liens, and interests shall be of full force and effect and forever binding upon the Debtors, the Debtors' bankruptcy estates and all creditors, interest holders, and other parties in interest in these Bankruptcy Cases and any successor case and the prepetition obligations to each Secured Party shall be deemed to be allowed in full as a secured claim within the meaning of Section 506 of the Bankruptcy Code for all purposes in connection with the Bankruptcy Cases or any successor cases, provided, however, that nothing contained in this Order shall constitute a determination of the secured status of MidCap under Section 506(a) of the Bankruptcy Code based on the value of its collateral; and (C) any repayment, whether prior or subsequent to the Petition Date, of the obligations to each Secured Party shall be deemed final and indefeasible, not subject to subordination or disgorgement and otherwise unavoidable.

10. This Order shall be sufficient and conclusive evidence of the priority, perfection and validity of all of the security interests in and liens upon the property of the Debtors' estates granted to Secured Parties as set forth herein, without the necessity of control over any deposit account, filing, recording or serving any financing statements or other documents which may otherwise be required under federal or state law in any jurisdiction or the taking of any other action to validate or perfect the security interests and liens granted to Secured parties in this Order. If the Secured Parties shall, in their discretion, elect for any reason to file any such financing statements or other documents with respect to such security interests and liens, Debtors are authorized and directed to execute, or cause to be executed, all such financing statements or

other documents upon Secured Parties' request and the filing, recording or service thereof (as the case may be) of such financing statements or similar documents shall be deemed to have been made at the time of and on the Petition Date. In the event Debtors fail to execute and/or deliver any such documents, the Secured Parties are authorized as Debtors' attorney-in-fact to execute and deliver any such documents in Debtors' name. Secured Parties may, in their discretion, file or record a copy of this Order and any other document in any filing or recording office in any country or other jurisdiction in which Debtors have an interest in personal property and, in such event, the subject filing or recording officer is authorized and directed to file or record such copy of this Order or any other document in accordance with applicable law.

11. Notwithstanding anything to the contrary herein, nothing in this 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 The State of Connecticut's Department of Social Services' ("DSS") 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. Debtors agree that any notice of recoupment they receive from DSS will be forwarded within twenty-four (24) hours to counsel for MidCap.

12. Except as expressly provided herein, nothing contained in this Order (including, without limitation, the authorization of the use of any Cash Collateral) shall impair or modify any rights, claims or defenses available in law or equity to the Secured Parties, including but not limited to, the right to seek relief from the automatic stay or dismissal of these proceedings, the right to compel payment of rent, or the right to request further or different adequate protection. None of the facts or statements contained in this Order shall be construed as an admission by the Secured Parties as to the truth, accuracy or validity of such facts or statements and the Secured Parties reserve all rights with respect to such facts or statements.

13. In the event the Debtors, in their reasonable business judgment, do not have a reasonable basis for proposing a plan of reorganization for Spectrum Derby within the term of this Order, Spectrum Derby, subject to obtaining mutual agreement with MidCap on the terms of an additional Carve-Out and mutual agreement on such other terms as the Debtors consider reasonably necessary, will be expected to promptly prepare and file a motion for the orderly wind-down and closure of its operations within these Chapter 11 cases.

14. The provisions of this Order and any actions taken pursuant thereto shall survive entry of any order which may be entered: (a) confirming any plan of reorganization in the Debtors' bankruptcy case; (b) appointing any examiner or trustee in the Bankruptcy Cases; (c) converting any of the Bankruptcy Cases to a Chapter 7 case; or (d) dismissing any of the Debtors' Bankruptcy Cases, and the terms and provisions of this Interim Order as well as the liens granted pursuant to this Order shall continue in full force and effect notwithstanding the

entry of such order, and shall maintain their priority and enforceability as provided by this Order until all of the Obligations are indefeasibly satisfied in full.

15. The provisions of this Order shall inure to the benefit of Debtors and Secured Parties shall be binding upon Debtors and Secured Parties and their respective successors and assigns including any Chapter 11 trustee, Chapter 7 trustee, any Committee, or other fiduciary hereafter appointed as a legal representative of the Debtors or with respect to property of the estate of the Debtors and shall also be binding upon all creditors of Debtors and other parties in interest.

16. The Court has and will retain jurisdiction to enforce this Order according to its terms.

17. The further hearing on the continued use of cash collateral for shall be held on February 15, 2018 at 12:00 p.m., before the undersigned Bankruptcy Judge at the Bankruptcy Court, 450 Main Street, Hartford, Connecticut. Service of a copy of this order shall be made by the Debtors by mail or electronically via the Court's electronic notification system on or before January 16, 2018 on the same entities who were served copies of the Motion.

Dated at Hartford, Connecticut this 16th day of January, 2018.

James J. Tancredi
United States Bankruptcy Judge
District of Connecticut

Spectrum Healthcare - Consolidated						
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	Week 67	Week 68	Week 69	Week 70	Week 71	
	1/14/2018	1/21/2018	1/28/2018	2/4/2018	2/11/2018	
	1/20/2018	1/27/2018	2/3/2018	2/10/2018	2/17/2018	
Opening Cash Balance	1	371,489	290,734	334,479	93,664	6,733
Medicaid		-	100,000	-	-	500,000
Insurance		25,000	50,000	25,000	40,000	10,000
Medicare		-	50,000	-	-	-
Private/Other		20,000	20,000	50,000	35,000	5,000
Working Capital Loan		-	-	-	-	-
Medicaid Order to Repay		-	-	-	-	-
Management Fee/Debt Repayment		-	-	-	-	-
Applied Income		-	-	-	-	-
Total Cash Inflows		45,000	220,000	75,000	75,000	515,000
Cash Available for payments		416,489	510,734	409,479	168,664	521,733
Cash Disbursements						
Payroll & Taxes	2	95,000	109,000	95,000	109,000	95,000
Provider Taxes Reserve	4	-	-	-	-	120,000
Rent	3	-	-	-	2,000	30,000
Workers Comp		-	-	-	20,176	-
Union Welfare Fund/health ins		-	-	67,000	-	-
Union Payments-Pension Fund		-	-	20,000	-	-
Union Payments-Training Fund		-	-	2,000	-	-
CRO & Chapter 11 Professionals		-	-	-	-	23,000
Chapter 11 US Trustee		-	-	14,625	-	-
Utilities-Gas-CT Natural Gas		-	-	-	-	-
Utilities-Gas-Yankee Gas		-	-	4,000	-	-
Utilities-Gas-GDF Suez Energy		-	-	-	-	-
Utilities-Electric-CLP		-	-	7,935	-	-
Utilities-Telephone -Cable-Comcast		-	-	2,000	-	-
Utilities-Water		-	-	1,000	-	-
Utilities-Rubbish Removal		-	-	2,000	-	-
Utilities-Directv		-	-	1,000	-	-
Utilities-Willimantic Waste		-	-	-	-	-
Utilities - United Illuminating		-	-	10,000	-	-
Chapter 11 Plan Payments		-	-	-	-	-
Pharmacy-Pharmerica		-	-	-	-	15,000
Insurance		-	-	10,500	-	-
Nursing supplies - Geriatric		-	-	22,500	-	-
Foremost Rehab		-	-	-	-	-
The Nurse Network		-	1,500	1,500	-	-
Select Rehab		-	35,000	-	-	-
Food-HPC		7,000	7,000	7,000	7,000	7,000
Food-Milk-Maple Hill Farms Inc.		-	-	-	-	-
Food-Fowler		-	-	-	-	-
Food- Bakery-Bread		-	-	-	-	-
Other AP-Wound care		-	-	-	-	-
Other AP-Oxygen		-	-	8,500	-	-
Other AP-Medical Director		-	-	5,000	-	-
Other Ancillary		-	-	-	-	-
Other AP-Collaborative Labs		-	-	3,000	-	-
Other AP-Xray		-	-	1,000	-	-
Repairs and Maintenance		-	-	1,500	-	-
Management Fee/Debt Repayment		-	-	-	-	-
Recreation and Social Non Salary		-	-	-	-	-
Laundry and House Non Salary		11,755	11,755	11,755	11,755	11,755
Data Processing/IT		-	-	5,000	-	-
Property Insurance		-	-	-	-	-
Real Estate Taxes		-	-	-	-	-
Bank Service Charges		-	-	-	-	-
Adequate Protection		2,000	2,000	2,000	2,000	12,000
Interest		-	-	-	-	-
Other AP		10,000	10,000	10,000	10,000	10,000
Total Cash Disbursements		125,755	176,255	315,815	161,931	323,755
Funds escrowed by lender						
Transfer To/(From) Corporate Consolidation Acct						
Credit Line Advance (repayment)						
Ending Cash Balance		290,734	334,479	93,664	6,733	197,978
Cumulative Rent: Accrued & unpaid						
Derby Realty				210,000		
Workers comp return premium of \$747,906 was paid in Feb to Midcap						
1. Week 66 opening cash adjusted to actual						
2. Week 3 - 15 provided for wage enhancement payments of 32k/week						
3. Rent reflects payments of 2k for mgmt co office, 30k Derby Realty						
Budget does not include accrued and unpaid rent for the Debtors' Derby facility in the aggregate amount of \$210,000						
4. Includes funds reserved to pay provider taxes, inclusive of any penalties, fees and interest						