IN THE UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

In re:	Chapter 11
CC Care, LLC, *et al.*[1]	Case No. 17-32406
Debtors.	Judge Janet S. Baer
	(Jointly Administered)

FIFTH AGREED INTERIM ORDER (I) AUTHORIZING USE OF CASH COLLATERAL PURSUANT TO 11 U.S.C. § 363, (II) GRANTING ADEQUATE PROTECTION PURSUANT TO 11 U.S.C. §§ 361 AND 363, (III) SCHEDULING HEARING TO CONSIDER ENTRY OF A FINAL ORDER, AND (IV) GRANTING RELATED RELIEF

Upon the motion (the "Motion") of CC Care, LLC and its related affiliates (collectively, the "Debtors") (a) seeking this Court's authorization pursuant to §363(c) of Title 11 of the United States Code, 11 U.S.C. §§ 101, et seq. (as amended, the "Bankruptcy Code"), Rule 4001 of the Federal Rules of Bankruptcy Procedure (as amended, the "Bankruptcy Rules") and Rule 4001-2 of the Local Bankruptcy Rules for the Northern District of Illinois ("Local Rules"), for the Debtors to, inter alia, use "Cash Collateral" (as defined below) on an interim and final basis and, pursuant to Bankruptcy Code §§ 361 and 363(e), provide adequate protection to the Prepetition Agent, the AR Lenders (as those terms are defined below), the United States Department of Housing and Urban Development ("HUD") and Edward Don & Company ("Edward Don") with respect to any diminution in the value of the Prepetition Agent's, the AR Lenders', HUD's or Edward Don's interest in the Cash Collateral resulting from (i) the use of Cash Collateral, (ii) the use, sale or lease of other "Collateral" (as defined below) (other than

[1] The Debtors in these Chapter 11 Cases are: CC Care, LLC (Case No.: 17-32406), BT Bourbonnais Care, LLC (Case No.: 17-32411), CT Care, LLC (Case No.: 17-32417), FT Care, LLC (Case No.: 17-32423), JT Care, LLC (Case No.: 17-32425), KT Care, LLC (Case No.: 17-32427), SV Care, LLC (Case No.: 17-32430), TN Care, LLC (Case No.: 17-32429), WCT Care, LLC (Case No.: 17-32433), JLM Financial Healthcare, LP (Case No.: 17-32421).

Cash Collateral) and (iii) the imposition of the automatic stay pursuant to Bankruptcy Code § 362(a); (b) seeking a preliminary hearing (the "Preliminary Hearing") on the Motion to consider entry of an interim order pursuant to Bankruptcy Rule 4001; and (c) requesting that a final hearing (the "Final Hearing") be scheduled, and that notice procedures in respect of the Final Hearing be established by this Court to consider entry of a Final Order (defined below) authorizing on a final basis, inter alia, the use of Cash Collateral; the initial Preliminary Hearing having been held before this Court on November 2, 2017, at the conclusion of which the Court entered that certain *Agreed Interim Order (I) Authorizing Use of Cash Collateral Pursuant to 11 U.S.C. §363, (II) Granting Adequate Protection Pursuant to 11 U.S.C. §§361 and 363, and (III) Granting Related Relief* [Dkt. No. 20]; the second Preliminary Hearing having been held before this Court on November 16, 2017, at the conclusion of which the Court entered that certain *Second Agreed Interim Order (I) Authorizing Use of Cash Collateral Pursuant to 11 U.S.C. §363, (II) Granting Adequate Protection Pursuant to 11 U.S.C. §§361 and 363, and (III) Granting Related Relief* [Dkt. No. 53]; the third Preliminary Hearing having been held before this Court on November 30, 2017, at the conclusion of which the Court entered that certain *Third Agreed Interim Order (I) Authorizing Use of Cash Collateral Pursuant to 11 U.S.C. §363, (II) Granting Adequate Protection Pursuant to 11 U.S.C. §§361 and 363, and (III) Granting Related Relief* [Dkt. No. 72]; the fourth Preliminary Hearing having been held before this Court on December 22, 2017, at the conclusion of which the Court entered that certain Fourth Agreed Interim Order (I) Authorizing Use of Cash Collateral Pursuant to 11 U.S.C. §363, (II) Granting Adequate Protection Pursuant to 11 U.S.C. §§361 and 363, and (III) Granting Related Relief [Dkt. No. 107] (collectively, the "Interim Order"); due and sufficient notice of the Motion and the Preliminary Hearing having been given; copies of the Interim Order having been served upon

the Notice Parties (defined below) in accordance with the terms thereof; and upon the entire record made at the Preliminary Hearing, and this Court having found good and sufficient cause appearing therefor,

SUBJECT TO THE STATUTORY COMMITTEE'S AND OTHER PARTIES-IN-INTEREST'S RIGHTS UNDER ¶20, 21 AND 22 HEREOF, THE DEBTORS, THE AR LENDERS AND THE PREPETITION AGENT STIPULATE THAT:

A. On October 30, 2017 (the "Petition Date"), each of the Debtors filed voluntary petitions for relief with this Court under Chapter 11 of the Bankruptcy Code (this "Chapter 11 Cases").

B. The Debtors are continuing in the management and operation of their businesses and properties as Debtors in possession pursuant to §§1107 and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed in the Chapter 11 Cases.

C. This Court has jurisdiction, pursuant to 28 U.S.C. §§ 157(b) and 1334, over the Chapter 11 Cases, and over the persons and property affected hereby. Consideration of the Motion constitutes a core proceeding under 28 U.S.C. § 157(b)(2). Venue for the Chapter 11 Cases and proceedings on the Motion is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409.

D. The United States Trustee appointed an official committee of unsecured creditors in the Chapter 11 Cases pursuant to §1102 of the Bankruptcy Code (the "Statutory Committee") on November 15, 2017.

E. After consultation with their attorneys and financial advisors, and without prejudice to the rights of parties-in-interest as set forth in ¶¶20, 21 and 22 herein, the Debtors (on

behalf of themselves and their estates) admit, stipulate, acknowledge and agree (collectively, the "Debtors' Stipulations") that:

(i) *Prepetition Credit Agreement.* Pursuant to that certain Credit and Security Agreement dated as of July 3, 2012 (as amended, modified or otherwise supplemented from time to time, the "Prepetition Credit Agreement" and together with all other documents executed in connection therewith, the "Prepetition Credit Documents"), among the Debtors (exclusive of JLM Financial Healthcare, LP ("JLM")) (collectively, the "Operating Debtors"), SH Care, LLC (a non-debtor affiliate), the lenders party thereto from time to time (collectively, the "AR Lenders"), and MidCap Funding IV Trust (f/k/a MidCap Funding IV, LLC), as assignee of MidCap Financial Trust (f/k/a MidCap Financial, LLC) and successor administrative agent (the "Prepetition Agent"), the AR Lenders extended certain loans and other accommodations to the Operating Debtors on the terms set forth therein. Pursuant to that certain Payment Guaranty, dated as of July 3, 2012, JLM and JLM Financial Investments 13, LLC, a Texas limited liability company guaranteed the payment and performance of the AR Lenders' Prepetition Obligations (as defined below).

(ii) *AR Lenders' Prepetition Obligations.* As of the Petition Date, the AR Lenders assert that they were owed $8,390,987.49 in revolving loan principal obligations, plus interest, fees, costs and expenses and all other "Obligations" under and as defined in the Prepetition Credit Agreement (collectively, the "AR Lenders' Prepetition Obligations").

(iii) *Collateral for the AR Lenders' Prepetition Obligations.* The AR Lenders' Prepetition Obligations are secured by perfected liens and security interests (the

"Prepetition Liens") in substantially all of the existing and after acquired assets of the Operating Debtors excluding the Excluded Collateral (as that term is defined in the Intercreditor Agreement (defined herein)) (such non-Excluded Collateral, together with collateral granted or pledged to the Prepetition Agent by any other party, shall collectively be referred to as the "AR Lenders' Collateral"). As set forth in greater detail in the Intercreditor Agreement, the Prepetition Agent holds (A) senior prepetition liens on AR Lender Priority Collateral (as defined in that certain Amended and Restated Intercreditor Agreement and Rider thereto dated as of September 27, 2012 by and among the Operating Debtors, the Prepetition Agent and HUD (as assignee of the FHA Mortgagee) (as amended, supplemented, restated or otherwise modified prior to the Petition Date, the "Intercreditor Agreement")) and (B) junior prepetition liens on FHA Mortgagee's Priority Collateral (as defined in the Intercreditor Agreement).

(iv) *Validity, Perfection and Priority of Prepetition Liens.* Subject to the provisions of ¶¶20, 21 and 22 of this Order (the "Fifth Interim Order"), the Debtors (for themselves and their estates) and the Prepetition Agent, for itself and the AR Lenders, acknowledge and agree that: (a) as of the Petition Date, the senior liens granted to the Prepetition Agent on the AR Lender Priority Collateral (as that term is defined in the Intercreditor Agreement) were (1) valid, binding, enforceable, non-avoidable and properly perfected, and (2) senior in priority over any and all other liens on the AR Lender Priority Collateral, subject only to certain liens otherwise permitted by the Prepetition Credit Documents (to the extent any such permitted liens are valid, properly perfected, non-avoidable and senior in priority to the Prepetition Liens as of the Petition

Date, the "Permitted Prior Liens");[2] (b) as of the Petition Date, the junior liens granted to the Prepetition Agent on the FHA Mortgagee's Priority Collateral were (1) valid, binding, enforceable, non-avoidable and properly perfected, and (2) with respect to the priority between the Prepetition Agent and HUD, senior in priority over any and all other liens on the FHA Mortgagee's Priority Collateral, subject only to any liens granted in favor of HUD (to the extent set forth in the Intercreditor Agreement); (c) no offsets, challenges, objections, defenses, claims or counterclaims of any kind or nature to any of the Prepetition Liens or AR Lenders' Prepetition Obligations, exist, and no portion of the Prepetition Liens or AR Lenders' Prepetition Obligations is subject to any challenge or defense, including, without limitation, avoidance, disallowance, disgorgement, recharacterization, or subordination (whether equitable or otherwise) pursuant to the Bankruptcy Code or applicable non-bankruptcy law; (d) the Debtors and their estates have no claims, objections, challenges, causes of actions, and/or choses in action, including without limitation, avoidance claims under chapter 5 of the Bankruptcy Code, against any of the Prepetition Agent, the AR Lenders or any of their respective affiliates, agents, attorneys, advisors, professionals, officers, directors and employees as such may relate to the validity and extent of the Prepetition Liens; (e) as of the Petition Date, the value of the AR Lenders' Collateral securing the AR Lenders' Prepetition Obligations exceeded the amount of those obligations, and accordingly the AR Lenders' Prepetition Obligations are allowed secured claims within the meaning of §506 of the Bankruptcy

[2] Nothing herein shall constitute a finding or ruling by this Court that any such Permitted Prior Liens are valid, senior, enforceable, prior, perfected or non-avoidable. Moreover, nothing shall prejudice the rights of any party-in-interest, including, but not limited to, the Debtors, HUD, the AR Lenders, Edward Don and the Statutory Committee to challenge the validity, priority, enforceability, seniority, avoidability, perfection or extent of any such Permitted Prior Liens and/or security interest.

Code; and (f) any payments made on account of the AR Lenders' Prepetition Obligations to or for the benefit of the Prepetition Agent or the AR Lenders prior to the Petition Date were on account of amounts in respect of which the Prepetition Agent and the AR Lenders were oversecured, were payments out of the AR Lenders' Collateral, and such payments did not diminish any property otherwise available for distribution to unsecured creditors.

(v) *Cash Collateral.* The Debtors represent that all of the Operating Debtors' cash, including, without limitation, the cash in their deposit accounts (including, without limitation, cash transferred from any of their deposit accounts to any deposit account held by JLM in a representative capacity, or cash representing loan draws or advances under the Prepetition Credit Documents) wherever located, whether as original collateral or proceeds of other AR Lenders' Collateral, constitute the Cash Collateral of the Prepetition Agent and the AR Lenders, with the exception of cash on deposit (as of the Petition Date or thereafter) in any Lease Payment Account (as that term is defined in the Intercreditor Agreement), which is solely the cash collateral of HUD.

(vi) *Default by the Debtors.* The Debtors acknowledge and stipulate that the Debtors are in default of their debts and obligations under the Prepetition Credit Documents.

F. The Debtors represent that an immediate need exists for them to have access to Cash Collateral in order to operate their businesses in the ordinary course of business and maintain their properties in accordance with state and federal law. In the absence of the use of Cash Collateral, the ongoing administration of the Debtors' businesses and assets as a going

concern would not be possible, and would cause serious and irreparable harm to the Debtors, their businesses, and their estates.

G. Subject to ¶¶20, 21 and 22 below, the Debtors requested that, pursuant to Bankruptcy Code § 363(c), the Prepetition Agent, the AR Lenders, HUD and Edward Don's consent to the Debtors' use of Cash Collateral and the Debtors' use, sale and lease of the other Collateral[3] pursuant to the terms and conditions of this Fifth Interim Order. The Debtors acknowledge and agree the Prepetition Agent, the AR Lenders, HUD and Edward Don are entitled to adequate protection pursuant to Bankruptcy Code §§ 361 and 363(e) with respect to Cash Collateral and other Collateral, including, without limitation, to the extent of, and to compensate the AR Lenders for any loss or diminution in the value of Cash Collateral or other Collateral resulting from the Debtors' use of Cash Collateral, the use, sale or lease of other Collateral and the imposition of the automatic stay during the term of this Fifth Interim Order.

H. HUD asserts the HUD Loan Documents (as described below) and the HUD Regulatory Agreements (collectively, "HUD Documents") are valid and enforceable against the Debtors, and asserts rights in cash collateral against each Debtor under such documents, including, inter alia:

(i) security agreements from each Operating Debtor granting security interests in all existing and after acquired property, including, without limitation, cash and deposit accounts;

(ii) security agreements from JLM granting security interests in existing or hereafter arising accounts, deposit accounts, cash, and other collateral as set forth therein;

[3] The terms "Collateral" shall mean the AR Lenders' Collateral and any collateral securing HUD's prepetition obligations.

(iii) deposit account instructions and service agreements and deposit account control agreements ("DACAs") from the Operating Debtors, some of which DACAs are also executed by BT Bourbonnais Care, LLC, in its capacity as representative of the Operating Debtors;

(iv) Regulatory Agreements executed by each Operating Debtor with HUD, agreeing to obligations and restrictions, including on the use of project cash;

(v) Operating leases executed by Operating Debtors with applicable non-debtor owner of each facility ("Owner" or "Mortgagor"), each subordinated via recorded Subordination Agreements to HUD Regulatory Agreements, mortgages, and HUD Program Requirements (as defined in the HUD Documents);

(vi) recorded assignments of operating lease rents in each HUD mortgage that secure obligations under the HUD Loan Documents, and recorded assignment of operating lease rents in each HUD Regulatory Agreement with Owners, securing HUD's liability under its endorsement of the applicable mortgage notes; replacement reserve deposits, and obligations thereunder;

(vii) Intercreditor Agreement with Operating Debtors requiring each Operating Debtor to deposit its monthly operating lease rents into a Lease Payment deposit account of such Operating Debtor, subject to HUD's first lien DACA. The Owners and Operating Debtors authorized HUD to debit out of such account HUD's debt service, with any excess of the required lease payment over the amount of such debt service to be paid to the applicable Owner.

HUD Documents (i) - (iii) secure Operating Debtors' obligations under their operating leases and their Regulatory Agreements with HUD, as well as the Owners' obligations to HUD under these and other agreements.

I. HUD further asserts claims against each Operating Debtor based on the HUD Loan Documents, mortgage insurance contracts, and operating lease rents applicable to each facility, and against JLM, for the aggregate of the following: The amount of claims, in the aggregate, are no less than (a) $81,834,514 (representing the approximate total outstanding principal amount of the HUD mortgage loans as of the Petition Date), plus interest, protective advances, fees, costs, unpaid deposits to escrows or reserves or other amounts under the HUD loan documents; (b) $82,898,527.52 (representing the approximate aggregate amount paid by HUD under its contracts for mortgage insurance)[4]; (c) the amount of rents with respect to each facility, in an approximate amount not less than the amount of debt service on the applicable HUD mortgage loan; and (d) other unpaid amounts, obligations or claims[5].

J. HUD asserts that, as of the Petition Date, the Debtors are in default of their obligations under the HUD Documents and of their obligations to pay operating lease rents.

K. HUD and the United States of America do not waive or consent to any breach, default, or violation of applicable law or of the HUD Documents, including, but not limited to, those described herein, but reserve all rights, claims, defenses and remedies with respect thereto.

L. Edward Don asserts that, as of the Petition Date, Terms and Conditions of the extension of credit to each Operating Debtor (as described below) and the Security Documents

[4] These numbers do not include the liability of the HUD Secretary under its endorsement of the mortgage notes for the additional Certificate of Claim amount, and HUD reserves all rights to claim such amounts.

[5] In the event any of such claims or portions thereof are determined to be post-petition claims, HUD reserves the right to assert them as post-petition administrative expense claims.

(collectively, the "Don Documents") are valid and enforceable against the Debtors, and asserts rights in cash collateral and the Collateral against each Operating Debtor under such documents, including, inter alia:

(i) security agreements from each Operating Debtor granting security interests in all existing and after acquired property, including, without limitation, cash and all of such Operating Debtor's personal property;

(ii) UCC-1 financing statements filed with the Secretary of State of Delaware, securing interests in existing or hereafter arising property, accounts, accounts receivable, cash, and other Collateral as set forth therein.

Edward Don stipulates that its liens and security interests are junior, in all respects, to the liens and security interests held by the Prepetition Agent.

M. Subject to the entry, and continued effectiveness, of this Fifth Interim Order, the Prepetition Agent, the AR Lenders, HUD and Edward Don, have consented to the Debtors' use of Cash Collateral and use, sale or lease of other Collateral. The foregoing notwithstanding, nothing in this Fifth Interim Order shall be construed as limiting or prohibiting the Prepetition Agent, the AR Lenders, HUD, Edward Don and the Statutory Committee from objecting to any relief sought by the Debtors in these Chapter 11 Cases, including, without limitation, any DIP Financing[6] or any motion for the further use of Cash Collateral, other than the entry of this Fifth Interim Order, any other Interim Order entered on the Motion or any Final Order entered on the Motion ("Final Order"), provided any such Interim Order or Final Order is on terms acceptable to the AR Lenders and HUD.

[6] The term "DIP Financing" means any debtor-in-possession financing facility, cash loans or liquidity facility provided to any of the Debtors pursuant to §364 of the Bankruptcy Code secured by liens on and against property of the Debtors' estates.

N. Notice of the Preliminary Hearing and the relief requested in the Motion was given to (i) the Office of the United States Trustee; (ii) counsel to the Prepetition Agent, the AR Lenders; (iii) the Illinois Department of Healthcare & Family Services; (iv) HUD, (v) counsel for the Statutory Committee; and (vi) the creditors holding the 20 largest unsecured claims against the Debtors (collectively, the "Notice Parties"). Under the circumstances, such notice of the Preliminary Hearing and the relief requested in the Motion constitutes adequate and sufficient notice under Bankruptcy Code §§ 102(1), 364(c) and 364(d), Bankruptcy Rules 2002 and 4001(c) and the Local Bankruptcy Rules, and no other or further notice need be given.

O. At the Preliminary Hearing, the Court considered and accepted the offer of proof made by counsel on behalf of the Debtors' representative, Jerry Harris of TM Healthcare Management, LLC, and other representations made by counsel regarding:

(i) the negotiations pertaining to this Fifth Interim Order;

(ii) the necessity for this Fifth Interim Order;

(iii) the events leading up to the filing of this Chapter 11 Cases by the Debtors; and

(iv) the Debtors need to use Cash Collateral to the extent necessary to avoid immediate and irreparable harm to their estates, pending a final hearing in accordance with Bankruptcy Rule 4001(c).

P. Based on the record presented to the Court by the Debtors at the Preliminary Hearing, the Debtors, the Prepetition Agent, the AR Lenders, HUD and Edward Don and their respective agents, advisors and employees have acted in good faith in negotiating, consenting and agreeing to the Debtors' use of Cash Collateral and use, sale and lease of other Collateral as contemplated and provided by this Fifth Interim Order. The negotiation of the terms and

provisions of this Fifth Interim Order have been conducted at arm's length, that such terms and conditions are fair and reasonable, under the circumstances, and reflect the Debtors' exercise of reasonable business judgment consistent with the Debtors' fiduciary duties.

Q. The Debtors have requested immediate entry of this Fifth Interim Order pursuant to Bankruptcy Rules 4001(b)(2) and 4001(c)(2) and Local Bankruptcy Rule 4001-2(B). The permission granted herein to use Cash Collateral, on an interim basis and during the term of this Fifth Interim Order is necessary to avoid immediate and irreparable harm to the Debtors. This Court concludes that entry of this Fifth Interim Order is in the best interest of the Debtors' estates and creditors as their implementation will, among other things, provide the Debtors with the necessary funds to conduct the Debtors' businesses as going concerns and maximize the value of the Debtors' assets for the benefit of their creditors and estates.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, EFFECTIVE IMMEDIATELY, THAT:

1. Granting of Motion. The Motion is granted as set forth herein and the continued use of Cash Collateral on an interim basis is authorized, subject to the terms and conditions set forth in this Fifth Interim Order.

2. Objections Overruled. All objections to the Motion to the extent not withdrawn or resolved, including, without limitation, the *Limited Objection* filed by the United Food and Commercial Workers Unions and Employers Midwest Pension Plan [Dkt. No. 62] is overruled and the *Objection* filed by Edward Don & Company [Dkt. No. 114], is withdrawn.

3. Authorized Uses of Cash Collateral. Immediately upon entry of this Fifth Interim Order, each of the Debtors are hereby authorized to use Cash Collateral during term of this Fifth Interim Order to pay only the ordinary and reasonable expenses of operating their businesses

which are necessary to avoid immediate and irreparable harm, as limited by their respective Budgets as described in ¶7 herein; *provided* the Prepetition Agent, the AR Lenders, HUD and Edward Don are granted adequate protection for any diminution in the value of the Collateral resulting from (i) the Debtors' use of Cash Collateral pursuant to Bankruptcy Code § 363(c); (ii) the use, sale or lease of the Collateral (other than Cash Collateral) pursuant to Bankruptcy Code § 363(c); and (iii) the imposition of the automatic stay pursuant to Bankruptcy Code § 362(a) as follows:

(1) the Prepetition Agent, HUD and Edward Don shall be and hereby are granted (effective as of the Petition Date and without the necessity of the execution by the Debtors of mortgages, security agreements, pledge agreements, financing statements or otherwise), valid and perfected, replacement security interests in, and liens ("Replacement Liens") on, all of the Debtors' right, title and interest in, to and under the Collateral, subject only to Permitted Prior Liens, to the extent, and in the same priority, as such security interests and liens existed as of the Petition Date. Other than with respect to proceeds from claims brought under Bankruptcy Code §549, the Replacement Liens shall not extend to any avoidance actions or claims arising under Chapter 5 of the Bankruptcy Code (or any proceeds thereof) in any of the Chapter 11 Cases; and

(2) if and to the extent the adequate protection of the interests of the Prepetition Agent, HUD and Edward Don in the Collateral pursuant to this Fifth Interim Order proves inadequate, the Prepetition Agent, the AR Lenders, HUD and Edward Don shall be and hereby are granted an administrative expense claim (the "Superpriority Claims") with priority in payment over any and all administrative expenses of the kinds specified or ordered pursuant to any provision of the Bankruptcy Code, including, without limitation, Bankruptcy Code §§ 105, 326, 328, 330, 331, 503(b), 507(a), 507(b) and 726, and shall at all times be senior to the rights of the Debtors. No cost or expense of administration under Bankruptcy Code §§ 105, 364(c)(1), 503(b), 506(c), 507(b) or otherwise, including those resulting from the conversion of any of these Chapter 11 Cases pursuant to Bankruptcy Code § 1112, shall be senior to, or pari passu with, the Superpriority Claims of the Prepetition Agent, the AR Lenders, HUD and Edward Don. Other than with respect to claims brought under Bankruptcy Code §549, the Superpriority Claims shall not extend to any avoidance actions or claims arising under Chapter 5 of the Bankruptcy Code (or any proceeds thereof) in any of the Chapter 11 Cases. Unless otherwise agreed to by the Debtors, HUD, Edward Don and the Statutory Committee, any party asserting a Superpriority Claim must obtain an

Order of the Bankruptcy Court establishing the amount and validity of such Superpriority Claim and all parties reserve the right to object to same.

4. Adequate Protection. Under the circumstances, the adequate protection provided herein is reasonable and sufficient to protect the interests of the Prepetition Agent, the AR Lenders, HUD and Edward Don; provided, however, nothing herein contained shall affect or impair the Prepetition Agent's, the AR Lenders', HUD's and Edward Don's right to seek additional adequate protection of their respective interests or the Debtors' right to oppose such additional adequate protection.

5. Priorities. The Replacement Liens shall be prior and senior to all liens and encumbrances (other than Permitted Prior Liens) of all other secured creditors in and to such Collateral granted, or arising, after the Petition Date (including, without limitation, liens and security interests, if any, granted in favor of any federal, state, municipal or other governmental unit, commission, board or court for any liability of the Debtors). The Replacement Liens granted pursuant to this Fifth Interim Order shall constitute valid and duly perfected security interests and liens, and the Prepetition Agent, the AR Lenders, HUD and Edward Don shall not be required to file or serve financing statements, notices of lien or similar instruments in respect thereof which otherwise may be required under federal or state law in any jurisdiction, or take any action, including taking possession or obtaining control agreements, to validate and perfect such security interests and liens; and the failure by the Debtors to execute any documentation relating to the Replacement Liens shall in no way affect the validity, perfection or priority of such Replacement Liens. If, however, the Prepetition Agent, the AR Lenders, HUD or Edward Don, in their sole discretion, determine to file any such financing statements, notices of lien or similar instruments, or to otherwise confirm perfection of such Replacement Liens, (i) the Debtors are authorized and directed to cooperate with and assist in such process, as may be

reasonably necessary; (ii) the stay imposed by Bankruptcy Code § 362(a) is hereby lifted to allow the filing and recording of a certified copy of this Order or any such financing statements, notices of lien or similar instruments; and (iii) all such documents shall be deemed to have been filed or recorded at the time of and on the Petition Date, regardless of the actual date of such filing or recording. Notwithstanding any other provision of this Fifth Interim Order (including, without limitation, ¶¶ 6, 8 and 30), no deficiency in the perfection, or in the continuation of the perfection, of any prepetition lien shall be cured or perfected by the entry of this Fifth Interim Order.

6. Continued Effectiveness of Intercreditor Agreement. Notwithstanding the rights of the Debtors, the Statutory Committee and other parties-in-interest (except the AR Lenders and Prepetition Agent) to contest the validity and priority of HUD's alleged security interests, the provisions of the Intercreditor Agreement shall remain in full force and effect and shall continue with respect to the priority of the liens and security interests granted to the Prepetition Agent (on behalf of itself and the AR Lenders) and HUD in the Collateral.

7. Budget. Attached hereto as Group Exhibit "A" are individual budgets for each of the Operating Debtors (collectively, the "Budget") through week ending February 9, 2018, which has been consented to by the Prepetition Agent, the AR Lenders, HUD and Edward Don. The Budget reflects, on a line-item basis, anticipated cash receipts and expenditures on a weekly basis and includes all necessary and required expenses each Debtor expects to incur during each week of the Budget. Each Debtor is authorized to use the Cash Collateral only for payment of such items (and in such amounts) as are set forth in the Budget. The Budget may be revised at the end of each week during the term of this Fifth Interim Order, subject to (i) the consent of the Prepetition Agent, the AR Lenders, the Statutory Committee, HUD and Edward Don, and

(ii) Order of the Court. Not later than the fourth (4th) business day of each week, the Debtors shall provide the AR Lenders, HUD, Edward Don and the Statutory Committee with a variance report (by Operating Debtor) reflecting, on a line-item basis, the actual cash disbursements and revenues for the preceding week and the percentage variance (the "Variance Percent") of such actual disbursements and revenues from those reflected in the Budget for that period. Any disbursement by the Debtors other than for budgeted amounts as set forth in the Budget shall constitute a Default in accordance with the provisions of this Fifth Interim Order unless the AR Lenders, HUD and Edward Don consent to those changes in writing or the Court orders otherwise; *provided, however*, (i) the Debtors may make payments in excess of the total budgeted disbursements so long as the Variance Percent for any line item in the Budget shall not exceed ten percent (10.0%) of the budgeted disbursements for that week; and (ii) any amount included in the Budget that is not incurred or paid during a particular week shall be permitted to be carried over into subsequent weeks of the Budget respecting disbursements in the same line item. Notwithstanding any provision in this Fifth Interim Order to the contrary, no payment made to any insider of the Debtors, and no payment made by one Debtor by or on behalf of another Debtor, pursuant to this Fifth Interim Order shall be deemed to confirm the validity, priority or extent of the claim of any insider or Debtor or insulate that payment from potential challenge, avoidance and recovery.

8. Cash Management. The Debtors shall continue their prepetition cash management system in accordance with Orders of this Court and pursuant to the existing deposit agreements among the Debtors and its depository banks, subject, in all respects, to any deposit account control agreements and/or deposit account collection agreements). With respect to the foregoing, (i) the termination and fee provisions shall remain in full force and effect (subject to

the automatic stay), and (ii) the depository banks are authorized to debit the Debtors' accounts in the ordinary course of business for any postpetition fees, costs and service charges associated with the deposit accounts. The depository banks are authorized to rely on any representations made by the Debtors with respect to whether any check or other payment order drawn or issued by the Debtors prior to the Petition Date should be honored pursuant to this or any other order of this Court, and such institutions shall not have any liability to any party for relying on such representations by the Debtors as provided for herein.

9. Accounting. As additional adequate protection, the Debtors shall account to the AR Lenders, HUD and Edward Don for all cash, checks, notes, drafts, instruments, acceptances or other property representing cash or other proceeds of the Collateral in the Debtors' possession, custody or control, by providing the following on a monthly basis (with a copy to the Statutory Committee): (i) Accounts Receivable Reconciliation and Aging by payor (per the "Point Click Care" payor classifications) and by facility; (ii) daily collections breakdown of all accounts receivable, by facility; (iii) census and summaries by facility; and (iv) correspondence with state and federal regulatory agencies regarding the Debtors' business operations, if any. Additionally, Debtors shall continue to provide Prepetition Agent with the same access to the Point Click Care system that existed prior to the Petition Date, including cash receipts and posting reports (on a summary basis). Such access shall continue in place throughout the term of this Fifth Interim Order. For purposes of this ¶9, with the exception of cash on deposit in any Lease Payment Account, all cash, checks, notes, drafts, instruments, acceptances and other property in the nature of items of payment representing proceeds of property and interests in property of the Debtors currently in the possession of the Debtors or in any accounts in financial institutions, including

any lock box or depository accounts, shall be deemed proceeds of Collateral unless such proceeds are specifically identified as not being proceeds of Collateral.

10. Term of Use of Cash Collateral. The agreement by the Prepetition Agent, the AR Lenders, HUD and Edward Don to allow the use of Cash Collateral and the Collateral shall continue throughout the term of this Fifth Interim Order, unless terminated prior to this date upon the occurrence of the Termination Date or otherwise pursuant to the terms hereof.

11. Termination Date. The Debtors' right to use Cash Collateral shall terminate automatically if a Default occurs (the date of any such termination, the "Termination Date"), and the Debtors (a) may not use, sell or lease Cash Collateral; (b) shall segregate and account for any Cash Collateral in its possession, custody or control; and (c) shall hold such Cash Collateral for the exclusive benefit of the AR Lenders, HUD and Edward Don, subject to further order of the Court; *provided, however*, the obligations and rights of the AR Lenders, HUD, Edward Don and the Debtors with respect to all transactions which have occurred prior to the Termination Date shall remain unimpaired and unaffected by any such termination and shall survive such termination, including, without limitation, unpaid budgeted expenses incurred prior to the Termination Date (subject to there being Cash Collateral to pay same); *provided further* upon such termination, the AR Lenders, HUD and Edward Don shall be deemed to have retained all of their rights and remedies, including, without limitation, as provided in the Prepetition Credit Agreements, the HUD Documents, the Don Documents and under the Bankruptcy Code and the Debtors reserve all defenses with respect thereto.

12. Defaults. A default under this Fifth Interim Order shall include: (i) the entry of an order dismissing any of the Chapter 11 Cases or converting any of the Chapter 11 Cases to a Chapter 7 case; (ii) the entry of an order appointing a Chapter 11 trustee in any of the Chapter 11

Cases; (iii) the entry of an order granting any other claim superpriority status or a lien equal or superior to the Replacement Liens granted to the Prepetition Agent (other than a Permitted Prior Lien) or equal or superior to the Replacement Liens granted to HUD; (iv) the entry of an order granting any other claim superpriority status or a lien equal or superior to the Replacement Liens granted to Edward Don (other than a Permitted Prior Lien); (v) the entry of an order staying, reversing, vacating or otherwise modifying this Fifth Interim Order (except as modified in a final order acceptable to the Prepetition Agent and HUD) without the AR Lenders', HUD's and Edward Don's prior written consent; (vi) the entry of an order in any of the Chapter 11 Cases appointing an examiner having enlarged powers beyond those set forth under Bankruptcy Code § 1106(a)(3) and (4); (vii) the entry of any order granting any relief from the automatic stay so as to allow a third party to proceed against material assets of any of the Debtors; (viii) the Debtors' failure to have another Interim Order or a Final Order entered on the Motion, in form and substance acceptable to the Prepetition Agent, the AR Lenders, HUD and Edward Don, on or before February 9, 2018; (ix) the commencement by any of the Debtors of any action adverse to the Prepetition Agent or the AR Lenders inconsistent with the terms and conditions of this Fifth Interim Order or the Final Order approving the Motion; (x) any Debtor's failure to comply with the terms and conditions of any Order of this Court, including this Fifth Interim Order, or (xi) any Debtor's failure to comply with the reporting requirements set forth in the Interim Order (each, a "Default"). The Prepetition Agent, the AR Lenders and/or HUD and/or Edward Don (as the case may be) shall provide notice of such default ("Default Notice") to counsel for the Debtors, the Statutory Committee and the non-defaulting lenders as soon as practicable after the occurrence of such default, provided, however, the failure to provide the Default Notice shall not affect or impair the exercise of the Prepetition Agent's, the AR Lenders' or HUD's or Edward

Don's remedies hereunder. For the avoidance of doubt, the commencement of an adversary proceeding as permitted by ¶¶20, 21 and 22 of this Fifth Interim Order shall not constitute a Default or otherwise constitute cause to terminate the Debtors' use of Cash Collateral.

13. Remedies. Upon the occurrence of a Default, the Prepetition Agent, the AR Lenders and/or HUD and/or Edward Don may (a) enjoin and prohibit the Debtors from using Cash Collateral and/or other Collateral without further modification of the automatic stay pursuant to Bankruptcy Code § 362 which is hereby deemed modified and vacated to the extent necessary to permit such action, and (b) seek entry of an Order modifying the automatic stay pursuant to Bankruptcy Code § 362(a), to permit the Prepetition Agent, the AR Lenders, HUD or Edward Don (as the case may be) to exercise any other rights and remedies under the Prepetition Credit Documents, the HUD Documents, the Don Documents and this Fifth Interim Order. Upon any Debtor's receipt of a Default Notice, it shall immediately cease making any disbursements except those already accrued in accordance with the Budget, subject to further order of the Court after notice and a hearing.

14. Payments. On or before the fourth business day of each week during the term of this Fifth Interim Order, the Debtors shall make an adequate protection payment of $10,000 to the AR Lenders to be applied against interest accruing on the AR Lenders' Prepetition Obligations; *provided, however*, if it is subsequently determined the AR Lenders are not entitled to the payment of interest, such amount will be applied to the outstanding principal balance of the AR Lenders' Prepetition Obligations; *provided, further, however*, payment of such amount is subject to Debtors' payment of budgeted operating expenses for the prior week. In the event Debtors do not have sufficient Cash Collateral to make such weekly payments, it shall not be considered a Default hereunder.

15. Financial Reports. In addition to the reporting requirements set forth in ¶¶7 and 9 above, the Debtors are hereby required to deliver to the AR Lenders, HUD and Edward Don, such other financial and other information concerning the business and affairs of the Debtors as the AR Lenders and/or HUD and/or Edward Don shall reasonably request from time to time, including, without limitation, weekly borrowing base certificates. The Debtors shall cooperate with and permit the AR Lenders, HUD and Edward Don to audit the Collateral at any reasonable times requested by the AR Lenders, HUD and/or Edward Don. The Debtors shall further provide the AR Lenders, HUD and Edward Don with detailed information as to the extent and composition of the Collateral and any collections thereon. Any information provided to the AR Lenders by the Debtors pursuant to this Fifth Interim Order shall be contemporaneously shared with the Statutory Committee and HUD; *provided, however*, no provision in this Fifth Interim Order shall be deemed to provide the Statutory Committee or HUD or Edward Don with access to the Point Click Care system.

16. No Control. By taking any actions pursuant to this Fifth Interim Order, the Prepetition Agent, the AR Lenders, HUD and Edward Don shall not: (a) be deemed to be in control of the operations or sale of the Debtors; or (b) be deemed to be acting as a "responsible person" or "owner or operator" with respect to the operation, management or sale of the Debtors.

17. Survival. The provisions of this Fifth Interim Order and any actions taken pursuant hereto shall survive entry of any order, including without limitation (a) confirming any plan of reorganization in any of the Chapter 11 Cases; (b) converting any of the Chapter 11 Cases to a Chapter 7 case; or (c) dismissing any of the Chapter 11 Cases, and the terms and provisions of this Order as well as the Superpriority Claims and Replacement Liens granted pursuant to this Order and the Prepetition Credit Documents shall continue in full force and

effect notwithstanding the entry of such order, and such Superpriority Claims and Replacement Liens shall maintain their priority as provided by this Order until all AR Lenders' Prepetition Obligations. all amounts due HUD, all amounts due Edward Don and any other amounts due AR Lenders, HUD and Edward Don are indefeasibly paid in full and discharged.

18. AR Lenders' Attorneys and Consultants. The AR Lenders may, in their sole discretion, retain attorneys and consultants to review business and legal matters pertaining to the business and property of the Debtors and to seek, by filing a Motion with the Court, recovery of reasonable amounts paid to such attorneys and consultants from the Debtors upon reasonable notice to the Notice Parties. Each of the Debtors are authorized and directed to permit the AR Lenders' consultants to examine the respective corporate, financial and operating records, inspect the assets, properties, operations and affairs of the Debtors, visit any or all of the offices of the Debtors to discuss such matters with its officers, independent auditors, accountants or consultants (and the Debtors hereby authorize such independent auditors, accountants and consultant to discuss such matters with the AR Lenders' consultants), and the Debtors will cooperate with the AR Lenders' consultants in all reasonable respects.

19. Recoupment. This Fifth Interim Order does not affect or impair the United States' Medicare recoupment rights, claims and/or defenses, including jurisdictional requirements and defenses arising under the Medicare Act. Further, nothing in this Fifth Interim Order affects the Centers for Medicare & Medicaid Service' ("CMS") authority to (i) review and approve or deny Debtors' Medicare claims in the ordinary course, or (ii) determine overpayments for prepetition and postpetition claims in the ordinary course, subject, in each case, to the Debtors' rights and defenses concerning the same. Further, nothing in this Fifth Interim Order shall affect or impair the set-off or recoupment rights, claims and/or defenses of

the United States of America and all its federal agencies (collectively, the "Federal Agencies"). Finally, nothing in the Fifth Interim Order shall affect or impair the rights of the Debtors, the Statutory Committee or any other party-in-interest (other than the AR Lenders), to oppose, object or defend against such recoupment and other rights, claims and/or defenses of the United States, HUD, CMS or any of the Federal Agencies.

20. Contest Period (Prepetition Agent and AR Lenders). The Debtors' Stipulations shall be binding upon all parties-in-interest, including without limitation, the Debtors and the Statutory Committee, unless a party-in-interest (other than any of the Debtors) (i) has properly filed an adversary proceeding challenging the amount, validity, enforceability, perfection or priority of the AR Lenders' Prepetition Obligations or the Prepetition Agent's liens on the AR Lenders' Collateral in respect thereof, on or before February 15, 2018 ("Contest Period"), and (ii) the Court subsequently enters a judgment in favor of the plaintiff in any such timely and properly filed adversary proceeding; *provided, however*, HUD shall not be entitled to take any action inconsistent with the Intercreditor Agreement. If no such adversary proceeding is properly commenced prior to the expiration of the Contest Period, the Debtors' Stipulations shall be deemed to be binding on all parties-in-interest in these Chapter 11 Cases and any subsequent Chapter 7 cases. Subject only to the rights set forth in this ¶20, for all purposes in these Chapter 11 Cases and any subsequent Chapter 7 cases, the Prepetition Agent's liens on the AR Lenders' Collateral shall be deemed legal, valid, binding, properly perfected, not subject to defense, counterclaim, offset of any kind, subordination and otherwise unavoidable, and the AR Lenders, the AR Lenders' Prepetition Obligations and the Prepetition Agent's liens on the AR Lenders' Collateral shall not be subject to any other or further challenge by any party-in-interest seeking to exercise the rights of the Debtors' estates, including without, limitation, any successor

thereto. If any such adversary proceeding is properly commenced prior to the expiration of the Contest Period, the Debtors' Stipulations shall be binding on all parties-in-interest except to the extent that such stipulations were expressly challenged in such adversary proceeding. The Statutory Committee is hereby granted standing to pursue any claims or causes of action contemplated under this ¶20.

21. Contest Period (HUD). The Debtors, the Statutory Committee and any other party-in-interest shall have until the expiration of the Contest Period to file an adversary proceeding challenging the validity, enforceability, perfection or priority of HUD's liens; *provided, however*, the Prepetition Agent and the AR Lenders shall not be entitled to take any action inconsistent with the Intercreditor Agreement. If no such adversary proceeding is properly and timely commenced, the validity, enforceability, perfection and priority of HUD's liens shall be deemed to be binding on all parties-in-interest in these Chapter 11 Cases and any subsequent Chapter 7 cases. Subject only to the rights set forth in this ¶21, for all purposes in these Chapter 11 Cases and any subsequent Chapter 7 cases, HUD's liens on the Collateral shall be deemed legal, valid, binding, perfected, not subject to defense, counterclaim, offset of any kind, subordination and otherwise unavoidable, and HUD's liens shall not be subject to any other or further challenge by any party-in-interest seeking to exercise the rights of the Debtors' estate, including without, limitation, any successor thereto. If any such adversary proceeding is properly and timely commenced, the validity, enforceability, perfection and priority of HUD's liens shall be binding on all parties-in-interest except to the extent expressly challenged in such adversary proceeding. The Statutory Committee is hereby granted standing to pursue any claims or causes of action contemplated under this ¶21.

22. Contest Period (Edward Don). The Debtors, HUD, the Statutory Committee and any other party-in-interest shall have until the expiration of the Contest Period to file an adversary proceeding challenging the validity, enforceability, perfection or priority of Edward Don's liens. If no such adversary proceeding is properly and timely commenced, the validity, enforceability, perfection and priority of Edward Don's liens shall be deemed to be binding on all parties-in-interest in these Chapter 11 Cases and any subsequent Chapter 7 cases. Subject only to the rights set forth in this ¶22, for all purposes in these Chapter 11 Cases and any subsequent Chapter 7 cases, Edward Don's liens on the Collateral shall be deemed legal, valid, binding, perfected, not subject to defense, counterclaim, offset of any kind, subordination and otherwise unavoidable, and Edward Don's liens shall not be subject to any other or further challenge by any party-in-interest seeking to exercise the rights of the Debtors' estate, including without, limitation, any successor thereto. If any such adversary proceeding is properly and timely commenced, the validity, enforceability, perfection and priority of Edward Don's liens shall be binding on all parties-in-interest except to the extent expressly challenged in such adversary proceeding. The Statutory Committee is hereby granted standing to pursue any claims or causes of action contemplated under this ¶22.

23. Fifth Interim Order Binding. The provisions of this Fifth Interim Order shall be binding upon and inure to the benefit of the Prepetition Agent, the AR Lenders, HUD, Edward Don and their successors and assigns, and the Debtors, and their successors and assigns, including any trustee or other fiduciary hereafter appointed in these Chapter 11 Cases as a legal representative of the Debtors or their estates.

24. Marshaling. During the term of this Fifth Interim Order, the Prepetition Agent, the AR Lenders, HUD and Edward Don shall not be subject to the equitable doctrine of "marshaling" or any other similar doctrine with respect to any Collateral.

25. Proof of Claim. Each of the AR Lenders and HUD may elect to have their claims against the Debtors and their estates be conclusively established in the Final Order or any other Order of this Court in lieu of filing a Proof of Claim in the Chapter 11 Cases.

26. Further Assurances. The Debtors are authorized to perform all acts, and execute and comply with the terms of such other documents, instruments and agreements in addition to the Prepetition Credit Documents, as the Prepetition Agent or the AR Lenders may reasonably require, or which otherwise may be deemed reasonably necessary by the Prepetition Agent or the AR Lenders to effectuate the terms and conditions of this Fifth Interim Order and the Prepetition Credit Documents, provided any such acts are not inconsistent with the terms of the Intercreditor Agreement or this Fifth Interim Order.

27. Insurance; Maintenance of Property. Until the payment in full, in cash, of all amounts due the AR Lenders, the Debtors shall maintain (i) insurance on the Collateral and the facilities to cover their assets from fire, theft and other damage, and (ii) professional liability insurance, all in compliance with, and to the extent required by, HUD Program Obligations. The Debtors shall also maintain the Collateral and their businesses in good repair.

28. Sales of Collateral. Absent Court approval, the Debtors shall not sell, transfer, lease, encumber, settle by compromise or otherwise dispose of any portion of the Collateral outside the ordinary course of business.

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

30. Aged Accounts Receivable. Without limiting in any way the reporting obligations of the Debtors set forth elsewhere in this Fifth Interim Order, the Debtors shall notify Prepetition Agent, HUD, Edward Don and the Statutory Committee in writing promptly (but in any event within five (5) Business Days) upon (i) receipt of any voucher with more than $200,000 of accounts receivable aged more than two hundred ten (210) days, which notification shall contain the amount of such payment, the Operating Debtor and facility that performed such services, the dates of service to which such payment relates, the name(s) of the account debtor(s) making such payment and the name of the payee; and (ii) notification from any entity (including any managed care organization) regarding the amount and timing of any payments of accounts receivable aged more than two hundred ten (210) days.

31. Section 552(b). During the terms of this Fifth Interim Order, the Prepetition Agent, the AR Lenders, HUD and Edward Don shall be entitled to all of the rights and benefits of §552(b) of the Bankruptcy Code, and the "equities of the case" exception under §552(b) of the Bankruptcy Code shall not apply with respect to proceeds, product, offspring or profits of any of the Collateral.

32. Joint and Several Liability. Nothing in this Fifth Interim Order shall be construed to (i) constitute a substantive consolidation of any of the Debtors' estates, it being understood, however, the Debtors shall be jointly and severally liable for their obligations under this Fifth Interim Order, (ii) modify or amend any of the Debtor's obligations under the Prepetition Credit Documents or the HUD Loan Documents or the Don Documents.

33. Rights Preserved. Other than as expressly set forth herein, any other rights, claims or privileges (whether legal, equitable or otherwise) of the Prepetition Agent, the AR Lenders, HUD, Edward Don, the Statutory Committee and/or the Debtors are preserved.

34. No Waiver by Failure to Seek Relief. The failure of the Prepetition Agent, the AR Lenders, HUD or Edward Don to seek relief or otherwise exercise their respective rights and remedies under this Fifth Interim Order, the Prepetition Credit Documents, the HUD Documents, the Don Documents or applicable law, as the case may be, shall not constitute a waiver of any of the rights hereunder, thereunder, or otherwise.

35. Binding Effect of Fifth Interim Order. Immediately upon entry by this Court (notwithstanding any applicable law or rule to the contrary), the terms and provisions of this Fifth Interim Order shall become valid and binding upon and inure to the benefit of the Debtors, the Prepetition Agent, the AR Lenders, HUD, Edward Don, all other creditors of any of the Debtors, the Statutory Committee and all other parties-in-interest and their respective successors and assigns, including any trustee or other fiduciary hereafter appointed in any of the Chapter 11 Cases.

36. Final Hearing. The Final Hearing will be held before the Court on February 6, 2018 at 10:00 a.m. Any party-in-interest objecting to the Motion shall file written objections with the Clerk of the United States Bankruptcy Court for the Northern District of Illinois, by no later than 5:00 p.m. (CST) on February 2, 2018 and shall contemporaneously serve such objections on the Notice Parties and to any other party which has a request for notices with this Court.

37. Fifth Interim Order Controls. In the event of any inconsistency between the terms and conditions of the Interim Order and this Fifth Interim Order, the provisions of this Fifth Interim Order shall govern and control.

38. Effect of this Fifth Interim Order. This Fifth Interim Order shall constitute findings of fact and conclusions of law pursuant to Bankruptcy Rules 7052 and 9014(c) and shall take effect and be enforceable *nunc pro tunc* to the Petition Date immediately upon execution hereof.

39. No Waiver. Nothing in Fifth Interim Order shall impair, restrict, waive, impede or otherwise limit the rights of the Debtors, AR Lenders, the Prepetition Agent, the United States of America, the Federal Agencies (including, without limitation, HUD), Edward Don, the Statutory Committee or any other creditor or party-in-interest to timely dispute, contest, or object to any of the findings, facts or Debtors' Stipulations contained herein, including but not limited to the existence, enforceability or priority of the Prepetition Agent's (for its benefit and the benefit of the AR Lenders), HUD's security interest in any of the Cash Collateral, Edward Don's security interest in any of the Cash Collateral or other Collateral, or other Collateral or any of rights pursuant to ¶¶20, 21 or 22 herein, except as such rights have been expressly waived by the Debtors pursuant to this Order or as may otherwise be prohibited by the Intercreditor Agreement.

40. SH Care, LLC. Notwithstanding anything to the contrary contained in any Orders of this Court governing cash management, the Debtors are authorized and directed to take any actions reasonably necessary to prevent funds payable to its non-Debtor affiliate, SH Care, LLC, from being transferred to any account owned by any of the Debtors. Notwithstanding the foregoing, in the event any Debtor receives payment(s) on account of services previously rendered by SH Care, LLC, it shall immediately remit such payment(s) to the Prepetition Agent

and such proceeds shall not be considered property of the Debtors' estates. Contemporaneous with making such payment, the Debtors will immediately provide (or cause SH Care, LLC to provide) all documentation in their respective possession reasonably relating to such services (e.g., warrants, vouchers, checks or remittance advices from the account payor, documentation as to the services giving rise to the account, etc.) to counsel for HUD, the Statutory Committee, Edward Don and the Prepetition Agent. If no objection to such payment is received by the Debtors and the Prepetition Agent within five business days of the Debtors (or SH Care, LLC) providing such documentation, such payment shall be deemed to be final and not otherwise subject to disgorgement or attack. To the extent an objection is timely asserted in which a party alleges that such payment was property of the Debtors' estates, this Court shall retain jurisdiction over this matter in the event the parties are unable to reach resolution.

# # #

41. Retention of Jurisdiction. The Court has and will retain jurisdiction to enforce this Fifth Interim Order according to its terms.

DATE: January 18, 2018

ENTER:

Honorable Janet S. Baer
United States Bankruptcy Judge

STIPULATED AND AGREED:

By: /s/ David K. Welch
Burke Warren, MacKay & Seritella, P.C.
330 N. Wabash, Suite 2100
Chicago, IL 60611-3607

Counsel for the Debtors

STIPULATED AND AGREED:

By: /s/ Michael M. Eidelman
Vedder Price P.C.
222 N. LaSalle St., Suite 2600
Chicago, IL 60601

Counsel for the Prepetition Agent and the AR Lenders

STIPULATED AND AGREED:

By: /s/ Shelly A. DeRousse
Freeborn & Peters
311 South Wacker Drive
Suite 3000
Chicago, IL 60606

Counsel for the Statutory Committee

STIPULATED AND AGREED:

By: /s/ Michael J. Kelly
U.S. Department of Justice
U.S. Attorney's Office
219 S. Dearborn Street, Room 500 2600
Chicago, IL 60604

Counsel for HUD

STIPULATED AND AGREED:

By: /s/ Lauren Newman
Thompson Coburn LLP
55 E. Monroe Street, 37th Floor
Chicago, IL 60603

Counsel for Edward Don

	JLM Financial Healthcare Cash Flow Projection 01/21/2018 - 02/10/2018	Week Ending 1/27/2018	Week Ending 2/3/2018	Week Ending 2/10/2018
		4	1	2
Receipts				
	Cash on Hand	0	0	0
	Private	0	137,038	0
	VA	0	0	0
	Medicaid	1,698,485	772,039	563,815
	Personal Portion	144,876	579,505	0
	Medicare	0	0	177,654
	Medicare B	0	78,721	0
	Misc. Income	0	0	0
	Intercompany Funding	11,000	11,000	11,000
	Total Revenue	1,854,361	1,578,303	752,469
95%	%Cash Collections = 95% of Gross Billings			
	Total Estimated Cash Receipts	1,761,643	1,499,388	714,846
Disbursements				
	Payroll	0	1,271,264	0
	Insurance -Medical and Dental	154,388	0	0
	Union Dues/Healthcare/Pension	70,022	0	0
	TM Management Fee	0	103,689	0
	Health and Family Services-Bed Tax	0	0	0
	Utilities	97,999	0	66,677
	Insurance - Liability	111,614	0	0
	Leases	8,031	0	8,031
	Facility compliance	12,205	12,205	12,205
	Data processing	0	26,272	0
	Maintenance	9,864	9,864	9,864
	Transactional Fees	0	0	42,393
	Miscellaneous Expense	9,375	9,375	9,375
	City of Chicago Taxes	5,000	0	0
	Intercompany Shortfall Funding	11,000	11,000	11,000
	MidCap	10,000	10,000	10,000
	Rent	0	0	0
	Professionals	0	0	0
	Supplies	114,807	114,807	114,807
	Property Insurance	0	0	0
	Trustee Fees	65,000	0	0
	Outstanding Checks			
	Total Est. Disbursements	679,304	1,568,475	284,352
	Net Weekly Change	1,082,340	(69,087)	430,494
	Beginning Cash	1,711,313	2,793,653	2,724,566
	Ending Cash	2,793,653	2,724,566	3,155,060

Note:This financial analysis is to be used for planning purposes only. These are projections and as such make substantial use of estimates.
They are unaudited and there is no guarantee of material accuracy. These are NOT GAAP.

Standard collection expectations are typically 95-98% of prior months revenue. However, due to abnormalities in the payment cycle, overall cash collections will be distorted .

This report is based upon PPD (Per Patient Day) estimates . True results may differ materially from planned with respect to census and PPD cost.

	BT BOURBONNAIS CARE, LLC Cash Flow Projection 01/21/2018 - 02/10/2018	Week Ending 1/27/2018	Week Ending 2/3/2018	Week Ending 2/10/2018
		4	1	2
Receipts				
	Cash on Hand			
	Private		14,341	
	VA			
	Medicaid	178,429	81,104	47,442
	Personal Portion	15,220	60,878	
	Medicare			0
	Medicare B		0	
	Misc. Income			
	Intercompany Funding	0	0	0
	Total Revenue	193,648	156,323	47,442
95%	%Cash Collections = 95% of Gross Billings			
	Total Estimated Cash Receipts	183,966	148,507	45,070
Disbursements				
	Payroll		137,928	
	Insurance -Medical and Dental	10,991		
	Union Dues/Healthcare/Pension	20,386		
	TM Management Fee		9,831	
	Health and Family Services-Bed Tax			
	Utilities	9,464		6,618
	Insurance - Liability	1,547		
	Leases	779		779
	Facility compliance	2,152	2,152	2,152
	Data processing		3,610	
	Maintenance	804	804	804
	Transactional Fees			4,025
	Miscellaneous Expense	937	937	937
	City of Chicago Taxes	0		
	Intercompany Shortfall Funding	1,500	1,500	1,500
	MidCap	1,111	1,111	1,111
	Rent			
	Professionals			
	Supplies	8,914	8,914	8,914
	Property Insurance			
	Trustee Fees	6,500		
	Outstanding Checks			
	Total Est. Disbursements	65,086	166,786	26,841
	Net Weekly Change	118,880	(18,279)	18,229
	Beginning Cash	189,456	308,337	290,057
	Ending Cash	308,337	290,057	308,286

Note:This financial analysis is to be used for planning purposes only. These are projections and as such make substantial use of estimates.
They are unaudited and there is no guarantee of material accuracy. These are NOT GAAP.

Standard collection expectations are typically 95-98% of prior months revenue. However, due to abnormalities in the payment cycle, overall cash collections will be distorted .

This report is based upon PPD (Per Patient Day) estimates . True results may differ materially from planned with respect to census and PPD cost.

	CC CARE, LLC. Cash Flow Projection O1/21/2018 - 02/10/2018	Week Ending 1/27/2018	Week Ending 2/3/2018	Week Ending 2/10/2018
		4	1	2
Receipts				
	Cash on Hand			
	Private		4,013	
	VA			
	Medicaid	282,037	128,199	143,779
	Personal Portion	24,057	96,228	
	Medicare			44,229
	Medicare B		33,820	
	Misc. Income			
	Intercompany Funding	0	0	0
	Total Revenue	306,094	262,260	188,008
95%	%Cash Collections = 95% of Gross Billings			
	Total Estimated Cash Receipts	290,789	249,147	178,608
Disbursements				
	Payroll		220,586	
	Insurance -Medical and Dental	10,842		
	Union Dues/Healthcare/Pension	6,250		
	TM Management Fee		19,234	
	Health and Family Services-Bed Tax			
	Utilities	13,705		9,636
	Insurance - Liability	24,680		
	Leases	543		543
	Facility compliance	1,698	1,698	1,698
	Data processing		3,904	
	Maintenance	1,343	1,343	1,343
	Transactional Fees			3,230
	Miscellaneous Expense	1,157	1,157	1,157
	City of Chicago Taxes	3,500		
	Intercompany Shortfall Funding	1,500	1,500	1,500
	MidCap	1,111	1,111	1,111
	Rent			
	Professionals			
	Supplies	23,059	23,059	23,059
	Property Insurance			
	Trustee Fees	9,750		
	Outstanding Checks			
	Total Est. Disbursements	99,139	273,593	43,278
	Net Weekly Change	191,651	(24,445)	135,330
	Beginning Cash	107,891	299,541	275,096
	Ending Cash	299,541	275,096	410,426

Note:This financial analysis is to be used for planning purposes only. These are projections and as such make substantial use of estimates.
They are unaudited and there is no guarantee of material accuracy. These are NOT GAAP.

Standard collection expectations are typically 95-98% of prior months revenue. However, due to abnormalities in the payment cycle, overall cash collections will be distorted .

This report is based upon PPD (Per Patient Day) estimates . True results may differ materially from planned with respect to census and PPD cost.

	CT CARE, LLC. Cash Flow Projection O1/21/2018 - 02/10/2018	Week Ending 1/27/2018	Week Ending 2/3/2018	Week Ending 2/10/2018
		4	1	2
Receipts				
	Cash on Hand			
	Private		7,899	
	VA			
	Medicaid	182,576	82,989	33,196
	Personal Portion	15,573	62,293	
	Medicare			0
	Medicare B		0	
	Misc. Income			
	Intercompany Funding	0	0	0
	Total Revenue	198,149	153,181	33,196
95%	%Cash Collections = 95% of Gross Billings			
	Total Estimated Cash Receipts	188,241	145,522	31,536
Disbursements				
	Payroll		99,370	
	Insurance -Medical and Dental	8,482		
	Union Dues/Healthcare/Pension	2,269		
	TM Management Fee		9,343	
	Health and Family Services-Bed Tax			
	Utilities	8,300		5,356
	Insurance - Liability	9,981		
	Leases	859		859
	Facility compliance	887	887	887
	Data processing		2,402	
	Maintenance	699	699	699
	Transactional Fees			2,380
	Miscellaneous Expense	795	795	795
	City of Chicago Taxes	0		
	Intercompany Shortfall Funding	2,000	2,000	2,000
	MidCap	1,111	1,111	1,111
	Rent			
	Professionals			
	Supplies	7,980	7,980	7,980
	Property Insurance			
	Trustee Fees	6,500		
	Outstanding Checks			
	Total Est. Disbursements	49,863	124,588	22,068
	Net Weekly Change	138,378	20,934	9,468
	Beginning Cash	173,170	311,548	332,482
	Ending Cash	311,548	332,482	341,950

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This report is based upon PPD (Per Patient Day) estimates . True results may differ materially from planned with respect to census and PPD cost.

	FT CARE, LLC. Cash Flow Projection 01/21/2018 - 02/10/2018	Week Ending 1/27/2018	Week Ending 2/3/2018	Week Ending 2/10/2018
		4	1	2
Receipts				
	Cash on Hand			
	Private		0	
	VA			
	Medicaid	170,062	77,301	30,920
	Personal Portion	14,506	58,023	
	Medicare			0
	Medicare B		0	
	Misc. Income			
	Intercompany Funding	0	0	0
	Total Revenue	184,568	135,324	30,920
95%	%Cash Collections = 95% of Gross Billings			
	Total Estimated Cash Receipts	175,339	128,558	29,374
Disbursements				
	Payroll		103,002	
	Insurance -Medical and Dental	21,130		
	Union Dues/Healthcare/Pension	2,790		
	TM Management Fee		8,674	
	Health and Family Services-Bed Tax			
	Utilities	7,158		4,288
	Insurance - Liability	8,161		
	Leases	913		913
	Facility compliance	980	980	980
	Data processing		2,335	
	Maintenance	616	616	616
	Transactional Fees			2,203
	Miscellaneous Expense	1,465	1,465	1,465
	City of Chicago Taxes	0		
	Intercompany Shortfall Funding	1,500	1,500	1,500
	MidCap	1,111	1,111	1,111
	Rent			
	Professionals			
	Supplies	7,736	7,736	7,736
	Property Insurance			
	Trustee Fees	6,500		
	Outstanding Checks			
	Total Est. Disbursements	60,060	127,418	20,812
	Net Weekly Change	115,280	1,140	8,562
	Beginning Cash	162,925	278,205	279,345
	Ending Cash	278,205	279,345	287,907

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	JT CARE, LLC. Cash Flow Projection O1/21/2018 - 02/10/2018	Week Ending 1/27/2018	Week Ending 2/3/2018	Week Ending 2/10/2018
		4	1	2
Receipts				
	Cash on Hand			
	Private		1,932	
	VA			
	Medicaid	159,205	72,366	91,446
	Personal Portion	13,580	54,319	
	Medicare			0
	Medicare B		0	
	Misc. Income			
	Intercompany Funding	0	0	0
	Total Revenue	172,785	128,617	91,446
95%	%Cash Collections = 95% of Gross Billings			
	Total Estimated Cash Receipts	164,146	122,187	86,874
Disbursements				
	Payroll		108,783	
	Insurance -Medical and Dental	18,936		
	Union Dues/Healthcare/Pension	2,501		
	TM Management Fee		7,753	
	Health and Family Services-Bed Tax			
	Utilities	11,365		7,175
	Insurance - Liability	9,509		
	Leases	992		992
	Facility compliance	913	913	913
	Data processing		2,286	
	Maintenance	1,107	1,107	1,107
	Transactional Fees			2,705
	Miscellaneous Expense	1,090	1,090	1,090
	City of Chicago Taxes	0		
	Intercompany Shortfall Funding	0	0	0
	MidCap	1,111	1,111	1,111
	Rent			
	Professionals			
	Supplies	8,566	8,566	8,566
	Property Insurance			
	Trustee Fees	6,500		
	Outstanding Checks			
	Total Est. Disbursements	62,591	131,609	23,659
	Net Weekly Change	101,555	(9,422)	63,215
	Beginning Cash	110,952	212,507	203,085
	Ending Cash	212,507	203,085	266,300

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	KT CARE, LLC. Cash Flow Projection 01/21/2018 - 02/10/2018	Week Ending 1/27/2018	Week Ending 2/3/2018	Week Ending 2/10/2018
		4	1	2
Receipts				
	Cash on Hand			
	Private		19,765	
	VA			
	Medicaid	148,373	67,442	51,977
	Personal Portion	12,656	50,623	
	Medicare			0
	Medicare B		0	
	Misc. Income			
	Intercompany Funding	0	0	0
	Total Revenue	161,029	137,831	51,977
95%	%Cash Collections = 95% of Gross Billings			
	Total Estimated Cash Receipts	152,978	130,940	49,378
Disbursements				
	Payroll		113,846	
	Insurance -Medical and Dental	10,790		
	Union Dues/Healthcare/Pension	15,993		
	TM Management Fee		9,436	
	Health and Family Services-Bed Tax			
	Utilities	9,286		5,912
	Insurance - Liability	7,192		
	Leases	602		602
	Facility compliance	1,604	1,604	1,604
	Data processing		2,660	
	Maintenance	979	979	979
	Transactional Fees			2,790
	Miscellaneous Expense	618	618	618
	City of Chicago Taxes	0		
	Intercompany Shortfall Funding	1,500	1,500	1,500
	MidCap	1,111	1,111	1,111
	Rent			
	Professionals			
	Supplies	8,144	8,144	8,144
	Property Insurance			
	Trustee Fees	6,500		
	Outstanding Checks			
	Total Est. Disbursements	64,320	139,900	23,261
	Net Weekly Change	88,658	(8,960)	26,117
	Beginning Cash	317,063	405,721	396,761
	Ending Cash	405,721	396,761	422,878

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	SV CARE, LLC Cash Flow Projection O1/21/2018 - 02/10/2018	Week Ending 1/27/2018	Week Ending 2/3/2018	Week Ending 2/10/2018
		4	1	2
Receipts				
	Cash on Hand			
	Private		0	
	VA			
	Medicaid	310,466	141,121	73,948
	Personal Portion	26,482	105,928	
	Medicare			0
	Medicare B		13,270	
	Misc. Income			
	Intercompany Funding	0	0	0
	Total Revenue	336,948	260,319	73,948
95%	%Cash Collections = 95% of Gross Billings			
	Total Estimated Cash Receipts	320,100	247,303	70,251
Disbursements				
	Payroll		220,394	
	Insurance -Medical and Dental	22,395		
	Union Dues/Healthcare/Pension	3,530		
	TM Management Fee		16,751	
	Health and Family Services-Bed Tax			
	Utilities	20,580		15,223
	Insurance - Liability	21,812		
	Leases	517		517
	Facility compliance	1,702	1,702	1,702
	Data processing		3,843	
	Maintenance	1,944	1,944	1,944
	Transactional Fees			17,710
	Miscellaneous Expense	1,113	1,113	1,113
	City of Chicago Taxes	1,500		
	Intercompany Shortfall Funding	1,500	1,500	1,500
	MidCap	1,111	1,111	1,111
	Rent			
	Professionals			
	Supplies	16,652	16,652	16,652
	Property Insurance			
	Trustee Fees	9,750		
	Outstanding Checks			
	Total Est. Disbursements	104,106	265,011	57,472
	Net Weekly Change	215,994	(17,708)	12,779
	Beginning Cash	221,370	437,364	419,656
	Ending Cash	437,364	419,656	432,434

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	TN CARE,LLC Cash Flow Projection O1/21/2018 - 02/10/2018	Week Ending 1/27/2018	Week Ending 2/3/2018	Week Ending 2/10/2018
		4	1	2
Receipts				
	Cash on Hand			
	Private		73,308	
	VA			
	Medicaid	126,443	57,474	22,990
	Personal Portion	10,785	43,141	
	Medicare			133,425
	Medicare B		31,630	
	Misc. Income			
	Intercompany Funding	0	0	0
	Total Revenue	137,228	205,552	156,415
95%	%Cash Collections = 95% of Gross Billings			
	Total Estimated Cash Receipts	130,366	195,275	148,594
Disbursements				
	Payroll		136,543	
	Insurance -Medical and Dental	38,313		
	Union Dues/Healthcare/Pension	9,918		
	TM Management Fee		13,959	
	Health and Family Services-Bed Tax			
	Utilities	8,907		5,608
	Insurance - Liability	16,726		
	Leases	1,242		1,242
	Facility compliance	1,226	1,226	1,226
	Data processing		2,900	
	Maintenance	1,170	1,170	1,170
	Transactional Fees			2,103
	Miscellaneous Expense	1,281	1,281	1,281
	City of Chicago Taxes	0		
	Intercompany Shortfall Funding	1,500	1,500	1,500
	MidCap	1,111	1,111	1,111
	Rent			
	Professionals			
	Supplies	26,220	26,220	26,220
	Property Insurance			
	Trustee Fees	6,500		
	Outstanding Checks			
	Total Est. Disbursements	114,113	185,909	41,460
	Net Weekly Change	16,254	9,366	107,134
	Beginning Cash	267,063	283,317	292,682
	Ending Cash	283,317	292,682	399,816

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	WCT CARE, LLC Cash Flow Projection 01/21/2018 - 02/10/2018	Week Ending 1/27/2018	Week Ending 2/3/2018	Week Ending 2/10/2018
		4	1	2
Receipts				
	Cash on Hand			
	Private		15,780	
	VA			
	Medicaid	140,895	64,043	68,117
	Personal Portion	12,018	48,072	
	Medicare			0
	Medicare B		0	
	Misc. Income			
	Intercompany Funding	11,000	11,000	11,000
	Total Revenue	163,913	138,895	79,117
95%	%Cash Collections = 95% of Gross Billings			
	Total Estimated Cash Receipts	155,717	131,950	75,161
Disbursements				
	Payroll		130,812	
	Insurance -Medical and Dental	12,509		
	Union Dues/Healthcare/Pension	6,387		
	TM Management Fee		8,707	
	Health and Family Services-Bed Tax			
	Utilities	9,233		6,861
	Insurance - Liability	12,006		
	Leases	1,583		1,583
	Facility compliance	1,043	1,043	1,043
	Data processing		2,333	
	Maintenance	1,203	1,203	1,203
	Transactional Fees			5,248
	Miscellaneous Expense	918	918	918
	City of Chicago Taxes	0		
	Intercompany Shortfall Funding	0	0	0
	MidCap	1,111	1,111	1,111
	Rent			
	Professionals			
	Supplies	7,535	7,535	7,535
	Property Insurance			
	Trustee Fees	6,500		
	Outstanding Checks			
	Total Est. Disbursements	60,026	153,662	25,501
	Net Weekly Change	95,691	(21,711)	49,660
	Beginning Cash	161,423	257,114	235,403
	Ending Cash	257,114	235,403	285,063

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