

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

In re:

CC Care, LLC, *et al.*¹

Debtors.

Chapter 11

Case No. 17-32406

Judge Janet S. Baer

(Jointly Administered)

**SEVENTH 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]; the fifth Preliminary Hearing having been held before this Court on January 18, 2018, at the conclusion of which the Court entered that certain *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, and (III) Granting Related Relief [Dkt. No. 116]; the sixth Preliminary Hearing having been held before this Court on February 6, 2018, at the conclusion of which the Court entered that certain *Sixth 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* (“Sixth Interim Order”) [Dkt. No. 142] (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 "Seventh 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,

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.

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 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 Collateral³ pursuant to the terms and conditions of this Seventh 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 Seventh 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

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

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;

(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 claims⁵.

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.

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 (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 Seventh 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 Seventh 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 Financing⁶ or any motion for the further use of Cash Collateral, other than the entry of this Seventh 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.

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 ("TM Healthcare"), and other representations made by counsel regarding:

- (i) the negotiations pertaining to this Seventh Interim Order;
- (ii) the necessity for this Seventh Interim Order;
- (iii) the events leading up to the filing of this Chapter 11 Cases by the Debtors;

and

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.

(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 Seventh Interim Order. The negotiation of the terms and provisions of this Seventh 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 Seventh 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 Seventh Interim Order is necessary to avoid immediate and irreparable harm to the Debtors. This Court concludes that entry of this Seventh 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 Seventh 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 Seventh Interim Order, each of the Debtors are hereby authorized to use Cash Collateral during the term of this Seventh 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 Seventh 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 Seventh 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 Seventh 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 Seventh 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 March 17, 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 Seventh 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 Seventh 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 Seventh 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 Seventh 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 Seventh 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 Seventh 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 Seventh 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 Seventh 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 March 16, 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 Seventh 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 Seventh 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 Seventh 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 Seventh 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 Seventh 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 Seventh Interim Order shall be contemporaneously shared with the Statutory Committee and HUD; *provided, however*, no provision in this Seventh

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 Seventh 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 Seventh 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 Seventh 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 Seventh 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 Seventh 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 Seventh 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 March 30, 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 (other than Edward Don) 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*, (i) the Prepetition Agent and the AR Lenders shall not be entitled to take any action inconsistent with the Intercreditor Agreement, (ii) in the event of a federal government shutdown, the Contest Period shall be automatically extended for the length

of such shutdown plus ten days for all parties other than the Prepetition Agent and the AR Lenders, and (iii) Edward Don shall have until April 16, 2018 to file an adversary proceeding challenging the validity, enforceability, perfection or priority of HUD's liens. 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; *provided, however*, (i) in the event of a federal government shutdown, the Contest Period shall be automatically extended for the length of such shutdown plus ten days, and (ii) HUD shall have until April 16, 2018 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. Seventh Interim Order Binding. The provisions of this Seventh 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 Seventh 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 Seventh Interim Order and the Prepetition Credit Documents, provided any such acts are not inconsistent with the terms of the Intercreditor Agreement or this Seventh 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 Seventh 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 Seventh 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 Seventh 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 Seventh 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 Seventh 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 Seventh 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 Seventh Interim Order. Immediately upon entry by this Court (notwithstanding any applicable law or rule to the contrary), the terms and provisions of this Seventh 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 March ¹²~~13~~, 2018 at ^{2:00 p.m.}~~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 ^{8:00 a.m.}~~12:00 p.m.~~ (CDT) on March 12, 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. Seventh Interim Order Controls. In the event of any inconsistency between the terms and conditions of the Interim Order and this Seventh Interim Order, the provisions of this Seventh Interim Order shall govern and control.

38. Effect of this Seventh Interim Order. This Seventh 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 Seventh 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. Development Specialists, Inc.

(a) In furtherance of that certain *Order Granting Motion for Employment of Developmental Specialists, Inc. as Financial Advisors to the Debtors* [Dkt. No. 124] and the Engagement Letter attached to the *Debtors' Motion for Employment of Developmental Specialists, Inc. as Financial Advisors to the Debtors* [Dkt. No. 118], Development Specialists Inc. ("DSI") shall, to the extent not already completed, complete the following tasks on behalf of the Operating Debtors on or before March 7, 2018: (i) update weekly budget to actual, and provide same to the AR Lenders, HUD, Edward Don and the Statutory Committee; (ii) complete Monthly Operating Reports for each of the Debtors for November 2017 and December 2017 and timely file Monthly Operating Reports thereafter; (iii) work with TM Healthcare to ensure all accounts payable are entered, and correctly separated into pre- and post- petition payables; (iv) provide an aging of the pre- and post-petition accounts payable as of December 31, 2017, January 31, 2018 and weekly thereafter to the AR Lenders, HUD, Edward Don and the Statutory Committee; (v) work with TM Healthcare to ensure all accounts receivable are posted within 48 hours of receipt of remittance advices; (vi) provide an aging of accounts receivable as of December 31, 2017, January 31, 2018, and weekly thereafter to the AR Lenders, HUD, Edward Don and the Statutory Committee; (vii) provide a complete listing of all bank accounts, including those holding patient trust monies, to the AR Lenders, HUD, Edward Don and the Statutory Committee; (viii) provide copies of all bank statements with the Monthly Operating Reports, or separately (to the AR Lenders, HUD, Edward Don and the Statutory Committee), for all bank

accounts; and (ix) work with TM Healthcare on future budgets and sync budget line items to reporting line items.

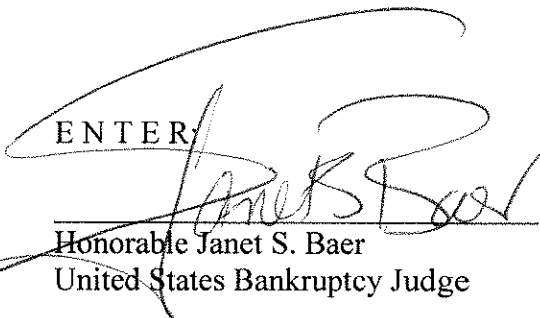
(b) Other than the existing \$15,000 carve-out in favor of DSI (previously agreed to by the AR Lenders, HUD and Edward Don), the estimated cost of DSI's services will be a dollar-for-dollar deduct from amounts otherwise payable to TM Healthcare.

(c) DSI shall use its reasonable efforts to work with the financial consultants retained by the AR Lenders, HUD, Edward Don and the Statutory Committee to allow each party access to the information required to be provided for herein.

42. Carve-Out. Notwithstanding any provision in this Seventh Interim Order to the contrary, the Replacement Liens and Superpriority Claims shall be subject and subordinate to a aggregate carve-out in an amount not to exceed \$37,500 (such amount equaling a \$12,500 increase to the \$25,000 carve-out set forth in the Sixth Interim Order) for each of (a) counsel to the Debtors, and (b) the Statutory Committee for: (i) the payment of professional fees, costs and expenses of the retained attorneys and other professionals of the Statutory Committee; and (ii) with respect to members of the Statutory Committee, any allowed claim under §503(b)(3)(D) (as well as any allowed reasonable compensation under §§503(b)(4) or 503(b)(3)(F)). For purposes of clarity, the aggregate carve provided for in this Seventh Interim Order shall not exceed \$90,000 (\$15,000 for DSI, \$37,500 for counsel to the Debtors and \$37,500 for the Statutory Committee).

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

DATE: February 28, 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

Group Exhibit A

JLM Financial Healthcare Cash Flow Projection 03/04/2018 - 03/31/2018		Week Ending 3/10/2018	Week Ending 3/17/2018	Week Ending 3/24/2018	Week Ending 3/31/2018
		6	7	8	9
Receipts					
Cash on Hand					
Private					
VA, Commercial, Other Payer					
		561,890	37,320	1,817,879	661,047
	Medicaid		991,570		
	Personal Portion				155,060
	Medicare	173,212			
	Medicare B				
	Misc. Income		4,064		
	Intercompany Funding		2,750	2,750	2,750
	Total Revenue	735,102	1,035,705	1,820,629	818,857
95%	%Cash Collections = 95% of Gross Billings				
3,7	Total Estimated Cash Receipts	698,347	983,919	1,729,597	777,914
Disbursements					
Payroll					
			1,149,542		1,128,588
Insurance -Medical and Dental					
					154,388
Union Dues/Healthcare/Pension					
			70,022		70,022
TM Management Fee					
			51,844	51,844	51,844
5	Health and Family Services-Bed Tax	135,946	10,046		
	Utilities	66,677		66,677	
Insurance - Liability					
				172,794	
Leases					
		8,031		8,031	
Facility compliance					
		13,238	13,238	13,238	13,238
Data processing					
					26,272
6	Maintenance	10,897	10,897	10,897	10,897
Transactional Fees					
		21,815			
Miscellaneous Expense					
		10,828	10,828	10,828	10,828
City of Chicago Taxes					
				5,000	
Intercompany Shortfall Funding					
			2,750	2,750	2,750
	MidCap	10,000	10,000	10,000	10,000
Rent					
Professionals					
	Supplies	117,034	117,034	117,034	117,034
Property Insurance					
Trustee Fees					
Outstanding Checks					
	Total Est. Disbursements	394,466	1,446,202	469,093	1,595,862
Net Weekly Change					
		303,881	(462,282)	1,260,505	(817,947)
Beginning Cash					
		601,692	905,573	443,291	1,703,796
Ending Cash					
		905,573	443,291	1,703,796	885,848

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.

Estimated Bed Tax of 160K not budgeted here due to prepetition item
There are several major equipment/building repairs needed at the facilities. Have not budgeted.

Cash collection projections exceeding the revenue projection are based upon collection discussions with payers and uncollected prior revenue.

BT BOURBONNAIS CARE, LLC Cash Flow Projection 03/04/2018 - 03/31/2018		Week Ending 3/10/2018	Week Ending 3/17/2018	Week Ending 3/24/2018	Week Ending 3/31/2018
		6	7	8	9
Receipts					
	Cash on Hand				
	Private				
	VA, Commercial, Other Payer		1,989		
	Medicaid	60,659	107,045	196,249	71,363
	Personal Portion				16,740
	Medicare	0			
	Medicare B				
	Misc. Income		829		
	Intercompany Funding		0	0	0
	Total Revenue	60,659	109,863	196,249	88,103
95%	%Cash Collections = 95% of Gross Billings				
3,7	Total Estimated Cash Receipts	57,626	104,370	186,436	83,698
Disbursements					
	Payroll		124,573		122,123
	Insurance -Medical and Dental				10,991
	Union Dues/Healthcare/Pension		20,386		20,386
	TM Management Fee		4,916	4,916	4,916
5	Health and Family Services-Bed Tax	0	0		
	Utilities	6,618		6,618	
	Insurance - Liability			13,198	
	Leases	779		779	
	Facility compliance	2,252	2,252	2,252	2,252
	Data processing				3,610
6	Maintenance	904	904	904	904
	Transactional Fees	3,733			
	Miscellaneous Expense	1,017	1,017	1,017	1,017
	City of Chicago Taxes			0	
	Intercompany Shortfall Funding		375	375	375
	MidCap	1,111	1,111	1,111	1,111
	Rent				
	Professionals				
	Supplies	9,447	9,447	9,447	9,447
	Property Insurance				
	Trustee Fees				
	Outstanding Checks				
	Total Est. Disbursements	25,862	164,981	40,617	177,132
	Net Weekly Change	31,764	(60,612)	145,819	(93,434)
	Beginning Cash	29,394	61,158	546	146,365
	Ending Cash	61,158	546	146,365	52,931

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CC CARE, LLC. Cash Flow Projection 03/04/2018 - 03/31/2018		Week Ending 3/10/2018	Week Ending 3/17/2018	Week Ending 3/24/2018	Week Ending 3/31/2018
		6	7	8	9
Receipts					
	Cash on Hand				
	Private				
	VA, Commercial, Other Payer		11,662		
	Medicaid	95,437	168,418	308,767	112,279
	Personal Portion				26,337
	Medicare	43,123			
	Medicare B				
	Misc. Income		271		
	Intercompany Funding		0	0	0
	Total Revenue	138,560	180,351	308,767	138,616
95%	%Cash Collections = 95% of Gross Billings				
3.7	Total Estimated Cash Receipts	131,632	171,333	293,329	131,685
Disbursements					
	Payroll		200,314		197,694
	Insurance -Medical and Dental				10,842
	Union Dues/Healthcare/Pension		6,250		6,250
	TM Management Fee		9,617	9,617	9,617
5	Health and Family Services-Bed Tax	27,540	1,879		
	Utilities	9,636		9,636	
	Insurance - Liability			31,034	
	Leases	543		543	
	Facility compliance	1,798	1,798	1,798	1,798
	Data processing				3,904
6	Maintenance	1,443	1,443	1,443	1,443
	Transactional Fees	3,141			
	Miscellaneous Expense	1,637	1,637	1,637	1,637
	City of Chicago Taxes			3,500	
	Intercompany Shortfall Funding		375	375	375
	MidCap	1,111	1,111	1,111	1,111
	Rent				
	Professionals				
	Supplies	23,099	23,099	23,099	23,099
	Property Insurance				
	Trustee Fees				
	Outstanding Checks				
	Total Est. Disbursements	69,948	247,524	83,793	257,770
	Net Weekly Change	61,683	(76,190)	209,535	(126,085)
	Beginning Cash	156,080	217,764	141,574	351,109
	Ending Cash	217,764	141,574	351,109	225,024

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CT CARE, LLC.		Week	Week	Week	Week
Cash Flow Projection 03/04/2018 - 03/31/2018		Ending	Ending	Ending	Ending
		3/10/2018	3/17/2018	3/24/2018	3/31/2018
		6	7	8	9
Receipts					
	Cash on Hand				
	Private				
	VA, Commercial, Other Payer		0		
	Medicaid	56,432	99,587	182,576	66,391
	Personal Portion				15,573
	Medicare	0			
	Medicare B				
	Misc. Income		471		
	Intercompany Funding		0	0	0
	Total Revenue	56,432	100,057	182,576	81,964
95%	%Cash Collections = 95% of Gross Billings				
3.7	Total Estimated Cash Receipts	53,611	95,054	173,447	77,866
Disbursements					
	Payroll		90,117		88,792
	Insurance -Medical and Dental				8,482
	Union Dues/Healthcare/Pension		2,269		2,269
	TM Management Fee		4,671	4,671	4,671
5	Health and Family Services-Bed Tax	17,010	1,392		
	Utilities	5,356		5,356	
	Insurance - Liability			18,482	
	Leases	859		859	
	Facility compliance	1,120	1,120	1,120	1,120
	Data processing				2,402
6	Maintenance	932	932	932	932
	Transactional Fees	1,923			
	Miscellaneous Expense	1,209	1,209	1,209	1,209
	City of Chicago Taxes			0	
	Intercompany Shortfall Funding		500	500	500
	MidCap	1,111	1,111	1,111	1,111
	Rent				
	Professionals				
	Supplies	8,180	8,180	8,180	8,180
	Property Insurance				
	Trustee Fees				
	Outstanding Checks				
	Total Est. Disbursements	37,701	111,501	42,421	119,669
	Net Weekly Change	15,910	(16,447)	131,026	(41,803)
	Beginning Cash	151,438	167,348	150,901	281,927
	Ending Cash	167,348	150,901	281,927	240,124

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FT CARE, LLC. Cash Flow Projection 03/04/2018 - 03/31/2018		Week Ending 3/10/2018	Week Ending 3/17/2018	Week Ending 3/24/2018	Week Ending 3/31/2018
		6	7	8	9
Receipts					
	Cash on Hand				
	Private				
	VA, Commercial, Other Payer		0		
	Medicaid	52,565	92,761	170,062	61,841
	Personal Portion				14,506
	Medicare	0			
	Medicare B				
	Misc. Income		387		
	Intercompany Funding		0	0	0
	Total Revenue	52,565	93,148	170,062	76,346
95%	%Cash Collections = 95% of Gross Billings				
3,7	Total Estimated Cash Receipts	49,936	88,491	161,559	72,529
Disbursements					
	Payroll		93,035		91,212
	Insurance -Medical and Dental				21,130
	Union Dues/Healthcare/Pension		2,790		2,790
	TM Management Fee		4,337	4,337	4,337
5	Health and Family Services-Bed Tax	16,200	1,249		
	Utilities	4,288		4,288	
	Insurance - Liability			14,365	
	Leases	913		913	
	Facility compliance	1,080	1,080	1,080	1,080
	Data processing				2,335
6	Maintenance	716	716	716	716
	Transactional Fees	2,016			
	Miscellaneous Expense	1,545	1,545	1,545	1,545
	City of Chicago Taxes			0	
	Intercompany Shortfall Funding		375	375	375
	MidCap	1,111	1,111	1,111	1,111
	Rent				
	Professionals				
	Supplies	7,770	7,770	7,770	7,770
	Property Insurance				
	Trustee Fees				
	Outstanding Checks				
	Total Est. Disbursements	35,638	114,007	36,499	134,399
	Net Weekly Change	14,298	(25,516)	125,060	(61,870)
	Beginning Cash	16,277	30,575	5,059	130,119
	Ending Cash	30,575	5,059	130,119	68,249

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Cash collection projections exceeding the revenue projection are based upon collection discussions with payers and uncollected prior revenue.

KT CARE, LLC. XXXXXXXXXXXXXXXXXXXX		Week	Week	Week	Week
Cash Flow Projection 03/04/2018 - 03/31/2018		Ending	Ending	Ending	Ending
		3/10/2018	3/17/2018	3/24/2018	3/31/2018
		6	7	8	9
Receipts					
	Cash on Hand				
	Private				
	VA, Commercial, Other Payer		6,494		
	Medicaid	49,716	87,735	160,847	58,490
	Personal Portion				13,720
	Medicare	0			
	Medicare B				
	Misc. Income		488		
	Intercompany Funding		0	0	0
	Total Revenue	49,716	94,716	160,847	72,210
95%	%Cash Collections = 95% of Gross Billings				
3,7	Total Estimated Cash Receipts	47,231	89,981	152,805	68,599
Disbursements					
	Payroll		102,745		100,629
	Insurance -Medical and Dental				10,790
	Union Dues/Healthcare/Pension		15,993		15,993
	TM Management Fee		4,718	4,718	4,718
5	Health and Family Services-Bed Tax	0	0		
	Utilities	5,912		5,912	
	Insurance - Liability			12,219	
	Leases	602		602	
	Facility compliance	1,704	1,704	1,704	1,704
	Data processing				2,660
6	Maintenance	1,079	1,079	1,079	1,079
	Transactional Fees	2,437			
	Miscellaneous Expense	698	698	698	698
	City of Chicago Taxes			0	
	Intercompany Shortfall Funding		375	375	375
	MidCap	1,111	1,111	1,111	1,111
	Rent				
	Professionals				
	Supplies	8,678	8,678	8,678	8,678
	Property Insurance				
	Trustee Fees				
	Outstanding Checks				
	Total Est. Disbursements	22,222	137,102	37,096	148,435
	Net Weekly Change	25,009	(47,121)	115,709	(79,836)
	Beginning Cash	46,788	71,797	24,676	140,385
	Ending Cash	71,797	24,676	140,385	60,549

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SV CARE, LLC Cash Flow Projection 03/04/2018 - 03/31/2018		Week Ending 3/10/2018	Week Ending 3/17/2018	Week Ending 3/24/2018	Week Ending 3/31/2018
		6	7	8	9
Receipts					
Cash on Hand					
Private					
VA, Commercial, Other Payer					
			6,755		
	Medicaid	95,962	169,345	310,466	112,897
	Personal Portion				26,482
	Medicare	0			
	Medicare B				
	Misc. Income		761		
	Intercompany Funding		0	0	0
	Total Revenue	95,962	176,861	310,466	139,379
95%	%Cash Collections = 95% of Gross Billings				
3.7	Total Estimated Cash Receipts	91,164	168,018	294,942	132,410
Disbursements					
Payroll					
			199,122		195,287
Insurance -Medical and Dental					
					22,395
Union Dues/Healthcare/Pension					
			3,530		3,530
TM Management Fee					
			8,376	8,376	8,376
5	Health and Family Services-Bed Tax	27,000	2,118		
Utilities					
		15,223		15,223	
Insurance - Liability					
				30,766	
Leases					
		517		517	
Facility compliance					
		1,802	1,802	1,802	1,802
Data processing					
					3,843
6	Maintenance	2,044	2,044	2,044	2,044
Transactional Fees					
		2,835			
Miscellaneous Expense					
		1,193	1,193	1,193	1,193
City of Chicago Taxes					
				1,500	
Intercompany Shortfall Funding					
			375	375	375
MidCap					
		1,111	1,111	1,111	1,111
Rent					
Professionals					
Supplies					
		16,692	16,692	16,692	16,692
Property Insurance					
Trustee Fees					
Outstanding Checks					
	Total Est. Disbursements	68,417	236,363	79,599	256,648
Net Weekly Change					
		22,747	(68,345)	215,344	(124,238)
Beginning Cash					
		70,644	93,391	25,046	240,389
Ending Cash					
		93,391	25,046	240,389	116,151

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TN CARE,LLC Cash Flow Projection 03/04/2018 - 03/31/2018		Week Ending 3/10/2018	Week Ending 3/17/2018	Week Ending 3/24/2018	Week Ending 3/31/2018
		6	7	8	9
Receipts					
Cash on Hand					
Private					
VA, Commercial, Other Payer					
		48,584	85,736	157,182	57,157
	Medicaid				13,407
	Personal Portion				
	Medicare	130,090			
	Medicare B				
	Misc. Income		131		
	Intercompany Funding		0	0	0
	Total Revenue	178,673	96,287	157,182	70,564
95%	%Cash Collections = 95% of Gross Billings				
3,7	Total Estimated Cash Receipts	169,739	91,473	149,323	67,036
Disbursements					
Payroll					
			123,248		120,732
Insurance -Medical and Dental					
					38,313
Union Dues/Healthcare/Pension					
			9,918		9,918
TM Management Fee					
			6,980	6,980	6,980
5	Health and Family Services-Bed Tax	15,526	1,006		
Utilities					
		5,608		5,608	
Insurance - Liability					
				22,336	
Leases					
		1,242		1,242	
Facility compliance					
		1,326	1,326	1,326	1,326
Data processing					
					2,900
6	Maintenance	1,270	1,270	1,270	1,270
Transactional Fees					
		1,657			
Miscellaneous Expense					
		1,361	1,361	1,361	1,361
City of Chicago Taxes					
				0	
Intercompany Shortfall Funding					
			375	375	375
	MidCap	1,111	1,111	1,111	1,111
Rent					
Professionals					
	Supplies	26,786	26,786	26,786	26,786
Property Insurance					
Trustee Fees					
Outstanding Checks					
	Total Est. Disbursements	55,887	173,379	68,395	211,071
Net Weekly Change					
		113,852	(81,907)	80,928	(144,035)
Beginning Cash					
		55,750	169,603	87,696	168,624
Ending Cash					
		169,603	87,696	168,624	24,590

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5

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6

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7

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WCT CARE, LLC Cash Flow Projection 03/04/2018 - 03/31/2018		Week Ending 3/10/2018	Week Ending 3/17/2018	Week Ending 3/24/2018	Week Ending 3/31/2018
		6	7	8	9
Receipts					
Cash on Hand					
Private					
VA, Commercial, Other Payer					
	Medicaid	49,195	86,815	159,160	57,876
	Personal Portion				13,576
	Medicare	0			
	Medicare B				
	Misc. Income		349		
	Intercompany Funding		2,750	2,750	2,750
	Total Revenue	49,195	89,913	161,910	74,202
95%	%Cash Collections = 95% of Gross Billings				
3,7	Total Estimated Cash Receipts	46,735	85,418	153,815	70,492
Disbursements					
Payroll					
	Insurance -Medical and Dental		118,104		115,730
	Union Dues/Healthcare/Pension		6,387		12,509
	TM Management Fee		4,354	4,354	4,354
5	Health and Family Services-Bed Tax	16,200	1,222		
	Utilities	6,861		6,861	
	Insurance - Liability			15,721	
	Leases	1,583		1,583	
	Facility compliance	1,143	1,143	1,143	1,143
	Data processing				2,333
6	Maintenance	1,303	1,303	1,303	1,303
	Transactional Fees	2,017			
	Miscellaneous Expense	998	998	998	998
	City of Chicago Taxes			0	
	Intercompany Shortfall Funding		0	0	0
	MidCap	1,111	1,111	1,111	1,111
	Rent				
	Professionals				
	Supplies	7,575	7,575	7,575	7,575
	Property Insurance				
	Trustee Fees				
Outstanding Checks					
	Total Est. Disbursements	38,790	142,197	40,648	153,441
Net Weekly Change		7,945	(56,779)	113,167	(82,949)
Beginning Cash		56,262	64,207	7,428	120,595
Ending Cash		64,207	7,428	120,595	37,646

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