

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

In re

SC HEALTHCARE HOLDING, LLC *et al.*,

Debtors.<sup>1</sup>

Chapter 11

Case No. 24-10443 (THM)

(Joint Administration Requested)

Ref. Dkt. No. 41

**NOTICE OF FILING OF (1) REVISED PROPOSED INTERIM ORDER  
(I) AUTHORIZING THE DEBTORS TO (A) CONTINUE TO USE THEIR BANK  
ACCOUNTS, (B) HONOR PREPETITION OBLIGATIONS RELATED THERETO,  
(C) MAINTAIN THE REFUND PROGRAMS, (D) PERFORM INTERCOMPANY  
TRANSACTIONS, (E) MAINTAIN EXISTING BUSINESS FORMS; AND  
(II) GRANTING RELATED RELIEF; AND (2) AMENDED SCHEDULE 1 TO THE  
DEBTORS' MOTION FOR ENTRY OF INTERIM AND FINAL ORDERS  
(I) AUTHORIZING THE DEBTORS TO (A) CONTINUE TO USE THEIR BANK  
ACCOUNTS, (B) HONOR PREPETITION OBLIGATIONS RELATED THERETO,  
(C) MAINTAIN THE REFUND PROGRAMS, (D) PERFORM INTERCOMPANY  
TRANSACTIONS, (E) MAINTAINING EXISTING BUSINESS FORMS;  
AND (II) GRANTING RELATED RELIEF**

**PLEASE TAKE NOTICE** that, on March 21, 2024, the above-captioned debtors and debtors in possession (collectively, the “Debtors”) filed the *Debtors’ Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Continue to Use Their Bank Accounts, (B) Honor Prepetition Obligations Related Thereto, (C) Maintain the Refund Programs, (D) Perform Intercompany Transactions, (E) Maintain Existing Business Forms; and (II) Granting Related relief* [Docket No. 41] (the “Cash Management Motion”).<sup>2</sup> Attached to the Cash Management Motion as Exhibit A was a proposed form of interim order (the “Proposed Interim Order”) and attached to the Cash Management Motion as Schedule 1 was a schedule of the Bank Accounts and Cash Management Banks (the “Bank Account Schedule”).

**PLEASE TAKE FURTHER NOTICE** that subsequent to filing the Cash Management Motion, the Debtors received informal comments to the Proposed Interim Order and the Bank Account Schedule from the Office of the United States Trustee for the District of Delaware (the

<sup>1</sup> The last four digits of SC Healthcare Holding, LLC’s tax identification number are 2584. The mailing address for SC Healthcare Holding, LLC is c/o Petersen Health Care Management, LLC 830 West Trailcreek Dr., Peoria, IL 61614. Due to the large number of debtors in these Chapter 11 Cases, for which the Debtors have requested joint administration, a complete list of the Debtors and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information will be made available on a website of the Debtors’ proposed claims and noticing agent at [www.kccllc.net/Petersen](http://www.kccllc.net/Petersen).

<sup>2</sup> Capitalized terms used but not defined herein have the meanings given to them in the Cash Management Motion.



“U.S. Trustee”). Following discussions between the Debtors and the U.S. Trustee, the U.S. Trustee’s comments have been resolved through certain revisions to the Proposed Interim Order and the Bank Account Schedule. The changes included revisions to the Proposed Interim Order, as reflected in the revised form of order attached hereto as **Exhibit 1** (the “**Revised Proposed Interim Order**”) and revisions to the Bank Account Schedule, as reflected in the amended Bank Account Schedule (the “**Amended Bank Account Schedule**”) attached hereto as **Exhibit 2**. For the convenience of the Court and other interested parties, attached hereto as **Exhibit 3** is a blackline showing the changes made from the Proposed Interim Order to the Revised Proposed Interim Order and attached hereto as **Exhibit 4** is a blackline showing the changes made from the Bank Account Schedule to the Amended Bank Account Schedule.

**PLEASE TAKE FURTHER NOTICE** that the Debtors intend to seek entry of the Revised Proposed Interim Order at the hearing (the “**First Day Hearing**”) scheduled before the Honorable Thomas M. Horan, United States Bankruptcy Judge, on **March 22, 2024 at 2:00 p.m. prevailing Eastern Time**. The Debtors reserve all rights to further revise or modify the Revised Proposed Interim Order, and the exhibits attached thereto, at or prior to the First Day Hearing.

*[Remainder of page intentionally left blank]*

Dated: March 22, 2024  
Wilmington, Delaware

**YOUNG CONAWAY STARGATT &  
TAYLOR, LLP**

*/s/ Shella Borovinskaya*

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Andrew L. Magaziner (No. 5426)  
Shella Borovinskaya (No. 6758)  
Carol E. Cox (No. 6936)  
Rodney Square  
1000 North King Street  
Wilmington, Delaware 19801  
Telephone: (302) 571-6600  
Facsimile: (302) 571-1253  
Email: amagaziner@ycst.com  
sborovinskaya@ycst.com  
ccox@ycst.com

and

**WINSTON & STRAWN LLP**

Daniel J. McGuire (admitted *pro hac vice*)  
Gregory M. Gartland (admitted *pro hac vice*)  
35 W. Wacker Drive  
Chicago, IL 60601  
Telephone: (713) 651-2600  
Facsimile: (312) 558-5700  
T: (312) 558-5600  
Email: dmcguire@winston.com  
Email: ggartland@winston.com

and

Carrie V. Hardman (admitted *pro hac vice*)  
200 Park Avenue  
New York, New York 10166  
Telephone: (212) 294-6700  
Facsimile: (212) 294-4700  
Email: chardman@winston.com

*Proposed Counsel for the Debtors and  
Debtors in Possession*

**EXHIBIT 1**

**Revised Proposed Interim Order**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

**In re**

**SC HEALTHCARE HOLDING, LLC *et al.*,**

**Debtors.<sup>1</sup>**

Chapter 11

Case No. 24-10443 (THM)

Jointly Administered

**Ref. Dkt. No. 41**

**INTERIM ORDER (I) AUTHORIZING THE DEBTORS TO (A) CONTINUE TO USE THEIR BANK ACCOUNTS, (B) HONOR PREPETITION OBLIGATIONS RELATED THERETO, (C) MAINTAIN THE REFUND PROGRAMS, (D) PERFORM INTERCOMPANY TRANSACTIONS, (E) MAINTAIN EXISTING BUSINESS FORMS; AND (II) GRANTING RELATED RELIEF**

Upon the motion (the “Motion”)<sup>2</sup> of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of an interim order (this “Interim Order”), (i) authorizing the Debtors to (a) continue to operate the Bank Accounts, (b) honor certain prepetition obligations related thereto, (c) maintain, administer, and modify their Refund Programs, (d) continue to maintain the Intercompany Transactions consistent with historical practice, (e) maintain existing business forms in the ordinary course of business; and (ii) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334 and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware*, dated February 29, 2012; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b); and that this Court may

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<sup>2</sup> Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion.

enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is permissible pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and it appearing that the relief requested in the Motion and provided for herein is in the best interests of the Debtors, their estates, and their creditors; and after due deliberation and sufficient cause appearing therefor,

**IT IS HEREBY ORDERED THAT:**

1. The Motion is GRANTED on an interim basis as set forth in this Interim Order.
2. Except to the extent set forth herein, the Debtors are authorized, but not directed, to: (a) continue operating their Bank Accounts and associated Cash Management System in the ordinary course of business and consistent with the Debtors' historical practice, substantially as described in the Motion, *provided*, that the DIP Bank Account (as defined in the DIP Loan Documents) shall be funded, maintained and used by the Debtors solely in accordance with the Interim DIP Order and the DIP Loan Documents; (b) honor their prepetition obligations related to the Cash Management System in the ordinary course of business and consistent with the Debtors' historical practice; (c) maintain, administer, and modify their Refund Programs; (d) continue to

perform Intercompany Transactions consistent with historical practice; and (e) maintain existing Business Forms as set forth herein.

3. In connection with the ongoing utilization of the Cash Management System, the Debtors shall continue to maintain records with respect to all transfers, including Intercompany Transactions, so that all of the Debtors' transactions may be readily ascertainable, traced, recorded properly, and distinguished between prepetition and postpetition transfers.

4. The Debtors are authorized, but not directed, to: (a) designate, maintain, close, and continue to use on an interim basis their existing Bank Accounts, including, but not limited to, the Bank Accounts identified in Schedule 1 attached to the Motion and the Resident Trust Accounts identified in Schedule 2 attached to the Motion, in the names and with the account numbers existing immediately before the Petition Date; (b) deposit funds in, and withdraw funds from, the Bank Accounts by all usual means, including checks, wire transfers, ACH transfers, and other debits; (c) treat their prepetition Bank Accounts for all purposes as debtor in possession accounts; and (d) only open new debtor in possession bank accounts at banks that have executed a Uniform Depository Agreement with the U.S. Trustee or banks that are willing to execute one.

5. The Debtors shall cap the total aggregated balance held in each Non-Authorized Depository Bank to no more than \$250,000.

6. The Debtors are authorized, but not directed, to continue using, in their present form, the Business Forms, as well as checks and other documents related to the Bank Accounts existing immediately before the Petition Date; *provided* that once the Debtors have exhausted their existing stock of Business Forms, they shall ensure that any new Business Forms are clearly labeled "Debtor in Possession." To the extent the Debtors print any new checks or use any

electronic Business Forms, they will include the designation “Debtor in Possession” and the corresponding bankruptcy number on all such checks.

7. The Cash Management Banks are authorized to continue to maintain, service, and administer the Bank Accounts as accounts of the Debtors as debtors in possession, without interruption and in the ordinary course of business, and to receive, process, honor, and pay, to the extent of available funds, any and all checks, drafts, wires, credit card payments, and ACH transfers issued and drawn on the Bank Accounts after the Petition Date by the holders or makers thereof, as the case may be.

8. To the extent any of the Debtor Bank Accounts are not in compliance with section 345(b) of the Bankruptcy Code or any of the U.S. Trustee’s requirements or guidelines, the Debtors shall have thirty (30) days from the date of this Interim Order to comply with section 345 of the Bankruptcy Code and any of the U.S. Trustee’s requirements or guidelines. The Debtors or the U.S. Trustee may seek further relief from the Court to the extent necessary. For banks at which the Debtors hold accounts that are not a party to a Uniform Depository Agreement with the Office of the U.S. Trustee for the District of Delaware, the Debtors shall use their good-faith efforts to cause the banks to execute a Uniform Depository Agreement within fifteen (15) days of the date of this Interim Order. The U.S. Trustee’s rights to seek further relief from this Court on notice in the event that the aforementioned banks are unwilling to execute a Uniform Depository Agreement in a form prescribed by the U.S. Trustee are fully reserved.

9. The Debtors are authorized to open any new bank accounts and close any of the Bank Accounts as the Debtors may deem necessary and appropriate; provided, however, that prior to opening any new bank accounts or closing any of the Bank Accounts, the Debtors give notice within fifteen (15) days to the Office of the United States Trustee for the District of Delaware and



any statutory committees appointed in these chapter 11 cases; *provided, further*, however, that the Debtors shall open any such new Bank Account at banks that have executed a Uniform Depository Agreement with the Office of the United States Trustee for the District of Delaware, or at such banks that are willing to immediately execute such an agreement.

10. The relief granted in this Interim Order is extended to any new bank account opened by the Debtors in the ordinary course of business after the date hereof, which account shall be deemed a “Bank Account,” and to the bank at which such account is opened, which bank shall be deemed a “Cash Management Bank.”

11. Subject to the terms set forth herein, any bank, including the Cash Management Banks, may rely upon the representations of the Debtors with respect to whether any check, draft, wire, payment, or other transfer drawn or issued by the Debtors prior to the Petition Date should be honored pursuant to any order of this Court, and no bank that honors any such prepetition payment drawn on any account that is the subject of this Interim Order (a) at the direction of the Debtors, (b) in a good-faith belief that this Court has authorized such prepetition check or item to be honored, or (c) as a result of a mistake made despite implementation of reasonable customary handling procedures, shall be deemed to be nor shall be liable to the Debtors, their estates, or any other party on account of such prepetition check or other item being honored postpetition, or otherwise deemed to be in violation of this Interim Order.

12. All banks maintaining any of the Bank Accounts that are provided with notice of this Interim Order shall not honor or pay any bank payments drawn on the Bank Accounts or otherwise issued before the Petition Date for which the Debtors specifically issue stop payment orders in accordance with the documents governing such Bank Accounts.

13. The Debtors' Cash Management Banks are authorized to debit the Debtors' accounts in the ordinary course of business without the need for further order of this Court for all checks drawn on the Debtors' account; *provided* that no checks issued against the Debtor prior to the commencement of these Chapter 11 Cases shall be honored except as authorized by order of this Court and directed by the Debtors.

14. The Cash Management Banks are authorized, without further order of this Court, to charge back to the appropriate accounts of the Debtors any amounts resulting from returned checks or other returned items, including returned items that result from ACH transactions, wire transfers, or other electronic transfers of any kind, regardless of whether such returned items were deposited or transferred prepetition or postpetition and regardless of whether the returned items relate to prepetition or postpetition items or transfers.

15. Any banks, including the Cash Management Banks, are further authorized to honor the Debtors' direction with respect to the opening and closing of any Bank Account and accept and hold the Debtors' funds in accordance with the Debtors' instructions; *provided* that the Cash Management Banks shall not have any liability to any party for relying on such representations to the extent such reliance otherwise complies with applicable law.

16. The Debtors are authorized, but not directed, to continue to issue and pay the Refund Program Obligations to residents and Third-Party Payors, including refunds for overpayments made prepetition or resulting from prepetition services in the ordinary course of business, in an amount not to exceed \$40,000.00 on an interim basis. The Debtors are further authorized to modify any Refund Program in their business judgement without further application to this Court; *provided, however*, that the issuance and payment of Refund Program Obligations

shall not exceed \$40,000.00 under the Refund Programs in the aggregate (whether such Programs are modified or not) on an interim basis.

17. The Debtors are authorized to continue engaging in Intercompany Transactions in connection with the Cash Management System in the ordinary course of business and in accordance with the Interim DIP Order and the DIP Loan Documents; *provided* that, other than for the provision of insurance that is obtained for the benefit of Debtors and non-debtors under the same policy, the Debtors are not permitted to effectuate Intercompany Transactions to non-Debtor affiliates absent further order of the Court.

18. Nothing contained in the Motion or this Interim Order shall be construed to (a) create or perfect, in favor of any person or entity, any interest in cash of the Debtor that did not exist as of the Petition Date or (b) alter or impair the validity, priority, enforceability, or perfection of any security interest or lien, in favor of any person or entity, that existed as of the Petition Date.

19. The banks and financial institutions on which checks were drawn or electronic payment requests made in payment of the prepetition obligations approved herein are authorized to receive, process, honor, and pay all such checks and electronic payment requests when presented for payment, and all such banks and financial institutions are authorized to rely on the Debtors' designation of any particular check or electronic payment request as approved by this Interim Order.

20. The Debtors are authorized, but not directed, to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer requests that are dishonored as a consequence of these Chapter 11 Cases with respect to prepetition amounts that are authorized to be paid under an order of this Court.

21. Notwithstanding the Debtors' use of a consolidated Cash Management System, the Debtors shall calculate quarterly fees under 28 U.S.C. § 1930(a)(6) based on the disbursements of each Debtor, regardless of which entity pays those disbursements.

22. Notwithstanding the relief granted in this Interim Order and any actions taken pursuant to such relief, nothing in this Interim Order shall be deemed: (a) an admission as to the amount of, basis for, or validity of any claim against a Debtor entity under the Bankruptcy Code or other applicable non-bankruptcy law; (b) a waiver of the Debtors' or any other party in interest's right to dispute any claim on any grounds; (c) a promise or requirement to pay any claim; (d) an implication or admission that any particular claim is of a type specified or defined in this Interim Order or the Motion or a finding that any particular claim is an administrative expense claim or other priority claim; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; (g) a waiver or limitation of the Debtors', or any other party in interest's, rights under the Bankruptcy Code or any other applicable law; or (h) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) that may be satisfied pursuant to the relief requested in this Motion are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens.

23. Nothing herein is intended to modify, alter, or waive, in any way, any terms, provisions, requirements, or restrictions of the DIP Loan Documents, or any subsequent or final DIP order entered by the Court. For the avoidance of doubt, the DIP orders control.

24. For Cash Management Banks at which the Debtors hold Bank Accounts that are party to a Uniform Depository Agreement with the U.S. Trustee, as soon as possible after the date of entry of this Order the Debtors shall (a) contact each Cash Management Bank, (b) provide the Cash Management Bank with each of the Debtors' employer identification numbers and (c) identify each of their Bank Accounts held at such Cash Management Banks as being held by a debtor in possession in a bankruptcy case, and provide the case number.

25. For Cash Management Banks at which the Debtors hold accounts that are not party to a Uniform Depository Agreement with the U.S. Trustee, the Debtors shall use their good-faith efforts to cause the Cash Management Banks to execute a Uniform Depository agreement in a form prescribed by the U.S. Trustee within thirty (30) days of the date of this Order. The U.S. Trustee's rights to seek further relief from this Court on notice in the event that the aforementioned Cash Management Banks are unwilling to execute a Uniform Depository Agreement in a form prescribed by the U.S. Trustee are fully reserved.

26. The final hearing (the "Final Hearing") on the Motion shall be held on \_\_\_\_\_, 2024, at \_\_:\_\_\_.m., prevailing Eastern Time. Any objections or responses to entry of a final order on the Motion shall be filed on or before 5:00 p.m., prevailing Eastern Time, on \_\_\_\_\_, 2024. Objections must be filed and served on: (i) proposed counsel to the Debtors, (a) Winston & Strawn LLP, 35 W. Wacker Drive, Chicago, IL 60601, Attn: Daniel J. McGuire (dmcguire@winston.com) and Gregory M. Gartland (ggartland@winston.com), and 200 Park Avenue, New York, NY 10166, Attn: Carrie V. Hardman (chardman@winston.com), and (b) Young Conaway Stargatt & Taylor, LLP, Rodney Square, 1000 N. King St., Wilmington, DE 19801, Attn: Shella Borovinskaya (sborovinskaya@ycst.com) and Carol E. Cox (ccox@ycst.com); (ii) the Office of the United States Trustee for the District of Delaware, 844 King St., Suite 2207, Wilmington, DE 19801, Attn: Linda

Richenderfer (linda.richenderfer@usdoj.gov) and Jon Lipshie (Jon.Lipshie@usdoj.gov); (iii) counsel to the DIP Lender, (a) Norton Rose Fulbright US LLP, 1301 Avenue of the Americas, New York, NY 10019, Attn: Robert M. Hirsh (robert.hirsh@nortonrosefulbright.com) and Emily Hong (emily.hong@nortonrosefulbright.com), and (b) 500 Morris James LLP, 500 Delaware Ave, Suite 1500, Wilmington, DE 19801, Attn: Eric J. Monzo (emonzo@morrisjames.com); and (iv) counsel to any statutory committee appointed in these Chapter 11 Cases. If no objections are filed to the Motion, the Court may enter a Final Order without further notice or a hearing.

27. The contents of the Motion satisfy the requirements of Bankruptcy Rule 6003(b) because the relief request set forth in this Interim Order is necessary to avoid immediate and irreparable harm to the estates.

28. As soon as practicable after entry of this Interim Order, the Debtors shall serve a copy of this Interim Order on the Cash Management Banks.

29. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Interim Order are immediately effective and enforceable upon its entry.

30. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Interim Order in accordance with the Motion.

31. This Court retains jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Interim Order.

**EXHIBIT 2**

**Amended Bank Account Schedule**

**Schedule 1****Bank Accounts**

<b>Account Entity/Facility<sup>1</sup></b>	<b>Bank</b>	<b>Last 4 Acct No.</b>	<b>3.20.24 Balance (\$)</b>
* ALEDO HCO, LLC	PNC Bank	2837	6,531.29
* ALEDO HCO, LLC	PNC Bank	2255	-
ALEDO HCO, LLC	PNC Bank	3709	-
* ARCOLA HCO, LLC	PNC Bank	2896	-
* ARCOLA HCO, LLC	PNC Bank	2327	-
ARCOLA HCO, LLC	PNC Bank	3768	-
* ASPEN HCO, LLC	PNC Bank	2941	-
* ASPEN HCO, LLC	PNC Bank	2386	-
ASPEN HCO, LLC	PNC Bank	3813	-
+ CYE KEWANEE HCO, LLC	BankUnited	5542	-
+ CYE KEWANEE HCO, LLC	BankUnited	5550	-
+ CYE KNOXVILLE HCO, LLC	BankUnited	7219	-
+ CYE KNOXVILLE HCO, LLC	BankUnited	7227	-
+ CYE MONMOUTH HCO, LLC	BankUnited	5593	-
+ CYE MONMOUTH HCO, LLC	BankUnited	5607	-
+ EL PASO, HCO, LLC	BankUnited	5887	-
+ EL PASO, HCO, LLC	BankUnited	5860	-
+ EL PASO, HCO, LLC	BankUnited	5895	-
+ FLANAGAN HCO, LLC	BankUnited	5976	-
+ FLANAGAN HCO, LLC	BankUnited	5968	-
+ FLANAGAN HCO, LLC	BankUnited	5992	-
+ LEGACY HCO, LLC	BankUnited	6980	-
+ LEGACY HCO, LLC	BankUnited	6948	-
+ LEGACY HCO, LLC	BankUnited	7111	-
+ MARIGOLD HCO, LLC	BankUnited	6808	-
+ MARIGOLD HCO, LLC	BankUnited	6751	-
+ MARIGOLD HCO, LLC	BankUnited	6824	-
+ POLO HCO, LLC	BankUnited	7286	-
+ POLO HCO, LLC	BankUnited	7251	-
+ POLO HCO, LLC	BankUnited	7294	-
XCH, LLC	BankUnited	3650	-
* BEMENT HCO, LLC	PNC Bank	3004	-
* BEMENT HCO, LLC	PNC Bank	2431	-
BEMENT HCO, LLC	PNC Bank	3872	-
* BETTY'S GARDEN HCO, LLC	PNC Bank	3207	-
BETTY'S GARDEN HCO, LLC	PNC Bank	4074	-
* CASEY HCO, LLC	PNC Bank	3063	35,397.69
* CASEY HCO, LLC	PNC Bank	2503	-

<sup>1</sup> Accounts with a "\*" are swept daily.

Accounts with a "+" are part of the *El Paso et al.* Receivership Case as defined and discussed in the First Day Declaration.

Accounts with a "#" belong to non-Debtors and were, thus, included in error.



<b>Account Entity/Facility<sup>1</sup></b>	<b>Bank</b>	<b>Last 4 Acct No.</b>	<b>3.20.24 Balance (\$)</b>
CASEY HCO, LLC	PNC Bank	3944	-
* COLLINSVILLE HCO, LLC	PNC Bank	3135	-
* COLLINSVILLE HCO, LLC	PNC Bank	2562	-
COLLINSVILLE HCO, LLC	PNC Bank	4007	(532.78)
* CYE BRADFORD HCO, LLC	PNC Bank	3194	-
CYE BRADFORD HCO, LLC	PNC Bank	4066	-
* CYE BUSHNELL HCO, LLC	PNC Bank	3258	-
CYE BUSHNELL HCO, LLC	PNC Bank	4138	-
* CYE SULLIVAN HCO, LLC	PNC Bank	3311	10,521.64
* CYE SULLIVAN HCO, LLC	PNC Bank	2634	-
CYE SULLIVAN HCO, LLC	PNC Bank	4197	-
* CYE WALCOTT HCO, LLC	PNC Bank	3389	-
CYE WALCOTT HCO, LLC	PNC Bank	2298	-
* VILLAGE KEWANEE HCO, LLC	PNC Bank	2909	-
VILLAGE KEWANEE HCO, LLC	PNC Bank	3776	-
* DECATUR HCO, LLC	PNC Bank	3442	2,193.47
* DECATUR HCO, LLC	PNC Bank	2693	-
DECATUR HCO, LLC	PNC Bank	2351	(119.85)
* EASTVIEW HCO, LLC	PNC Bank	3506	-
* EASTVIEW HCO, LLC	PNC Bank	2757	-
EASTVIEW HCO, LLC	PNC Bank	2415	-
* EFFINGHAM HCO, LLC	PNC Bank	3565	28,528.24
* EFFINGHAM HCO, LLC	PNC Bank	2829	-
EFFINGHAM HCO, LLC	PNC Bank	2474	-
PETERSEN FARMER CITY, LLC	CIBC	5902	24,238.99
* PETERSEN HEALTH CARE FARMER CITY LLC	PNC Bank	3936	1,040.00
* PETERSEN HEALTH CARE - FARMER CITY, LLC	PNC Bank	3186	-
PETERSEN HEALTH CARE - FARMER CITY, LLC	PNC Bank	2853	-
* HAVANA HCO, LLC	PNC Bank	3637	-
* HAVANA HCO, LLC	PNC Bank	2888	-
HAVANA HCO, LLC	PNC Bank	2546	-
* PETERSEN MANAGEMENT COMPANY, LLC	Huntington	9920	4,190.07
PETERSEN MANAGEMENT COMPANY, LLC	Huntington	9959	23,983.87
PETERSEN HEALTH CARE II, INC.	Huntington	4391	-
PETERSEN HEALTH CARE II, INC.	Huntington	9797	2,877.89
PETERSEN HEALTH CARE – ILLINI, LLC	CIBC	5910	24,790.53
* KEWANEE HCO, LLC	PNC Bank	3696	-
* KEWANEE HCO, LLC	PNC Bank	2933	-
KEWANEE HCO, LLC	PNC Bank	2618	-
* LEBANON HCO, LLC	PNC Bank	3741	-
* LEBANON HCO, LLC	PNC Bank	2992	-
LEBANON HCO, LLC	PNC Bank	2677	-

<b>Account Entity/Facility<sup>1</sup></b>	<b>Bank</b>	<b>Last 4 Acct No.</b>	<b>3.20.24 Balance (\$)</b>
* MCLEANSBORO HCO, LLC	PNC Bank	3805	-
* MCLEANSBORO HCO, LLC	PNC Bank	3055	-
MCLEANSBORO HCO, LLC	PNC Bank	2722	(1,914.97)
MIDWEST HEALTH OPERATIONS, LLC	CIBC	4691	53,676.30
* MIDWEST HEALTH OPERATIONS, LLC	PNC Bank	2589	-
* NORTH AURORA HCO, LLC	PNC Bank	3864	-
* NORTH AURORA HCO, LLC	PNC Bank	3127	-
NORTH AURORA HCO, LLC	PNC Bank	2781	(6,666.95)
* PETERSEN HEALTH BUSINESS, LLC	PNC Bank	3573	-
* PETERSEN HEALTH BUSINESS, LLC	PNC Bank	2706	-
PETERSEN HEALTH BUSINESS, LLC	PNC Bank	2482	(22,812.72)
PETERSEN HEALTH CARE, INC.	CIBC	4609	222,420.78
PETERSEN HEALTH CARE, INC.	CIBC	0304	21,433.36
PETERSEN HEALTH CARE II, INC.	PNC Bank	3071	-
PETERSEN HEALTH CARE II, INC.	PNC Bank	2263	-
PETERSEN HEALTH CARE II, INC.	PNC Bank	3952	-
PETERSEN HEALTH CARE MANAGEMENT, LLC	CIBC	5113	57,746.12
* PETERSEN HEALTH NETWORK, LLC	CIBC	3898	7,747.65
* PETERSEN HEALTH NETWORK, LLC	CIBC	0538	1,460.26
PETERSEN HEALTH NETWORK, LLC	CIBC	2852	92,597.76
PETERSEN HEALTH NETWORK, LLC	PNC Bank	3645	3,493.70
PETERSEN HEALTH NETWORK, LLC	PNC Bank	2765	24,739.48
PETERSEN HEALTH NETWORK, LLC	PNC Bank	2554	-
* PETERSEN HEALTH PROPERTIES, LLC	CIBC	0820	21,071.91
* PETERSEN HEALTH PROPERTIES, LLC	CIBC	1868	19,264.73
PETERSEN HEALTH PROPERTIES, LLC	CIBC	9142	140,102.27
* PETERSEN HEALTH QUALITY, LLC	CIBC	1842	4,548.10
PETERSEN HEALTH QUALITY, LLC	CIBC	9134	11,200.25
* PETERSEN HEALTH QUALITY, LLC	PNC Bank	2511	-
PETERSEN HEALTH SYSTEMS, INC.	CIBC	5986	139,915.54
* PETERSEN HEALTH & WELLNESS, LLC	CIBC	1800	-
PETERSEN HEALTH & WELLNESS, LLC	CIBC	9126	8,647.79
* PETERSEN HEALTH & WELLNESS, LLC	PNC Bank	2458	-
* PIPER HCO, LLC	PNC Bank	3995	-
* PIPER HCO, LLC	PNC Bank	3231	-
PIPER HCO, LLC	PNC Bank	2917	-
* PLEASANT VIEW HCO, LLC	PNC Bank	4058	5,912.48
* PLEASANT VIEW HCO, LLC	PNC Bank	3303	-
PLEASANT VIEW HCO, LLC	PNC Bank	2976	-
* PRAIRIE CITY HCO, LLC	PNC Bank	4111	-
* PRAIRIE CITY HCO, LLC	PNC Bank	3362	-
PRAIRIE CITY HCO, LLC	PNC Bank	3039	-
SJL HEALTH SYSTEMS, INC.	CIBC	5944	107,208.92
* ROBINGS HCO, LLC	PNC Bank	4189	26,579.70
* ROBINGS HCO, LLC	PNC Bank	3434	-
ROBINGS HCO, LLC	PNC Bank	3098	-

<b>Account Entity/Facility<sup>1</sup></b>	<b>Bank</b>	<b>Last 4 Acct No.</b>	<b>3.20.24 Balance (\$)</b>
PETERSEN HEALTH CARE – ROSEVILLE, LLC	CIBC	2027	64,970.01
* ROSICLARE HCO, LLC	PNC Bank	2271	-
* ROSICLARE HCO, LLC	PNC Bank	3493	-
ROSICLARE HCO, LLC	PNC Bank	3151	-
* ROYAL HCO, LLC	PNC Bank	2343	-
* ROYAL HCO, LLC	PNC Bank	3557	-
ROYAL HCO, LLC	PNC Bank	3215	-
* SABL, LLC	CIBC	1337	-
* SABL, LLC	PNC Bank	2626	-
SABL, LLC	PNC Bank	2685	38,582.80
* SHANGRI LA HCO, LLC	PNC Bank	2407	-
* SHANGRI LA HCO, LLC	PNC Bank	3629	-
SHANGRI LA HCO, LLC	PNC Bank	3274	-
* SHELBYVILLE HCO, LLC	PNC Bank	2466	-
* SHELBYVILLE HCO, LLC	PNC Bank	3688	-
SHELBYVILLE HCO, LLC	PNC Bank	3346	-
* SULLIVAN HCO, LLC	PNC Bank	2538	-
* SULLIVAN HCO, LLC	PNC Bank	3733	-
SULLIVAN HCO, LLC	PNC Bank	3418	-
* SWANSEA HCO, LLC	PNC Bank	2597	-
* SWANSEA HCO, LLC	PNC Bank	3792	-
SWANSEA HCO, LLC	PNC Bank	3477	-
* TARKIO HCO, LLC	PNC Bank	2669	-
* TARKIO HCO, LLC	PNC Bank	3856	-
TARKIO HCO, LLC	PNC Bank	3522	-
* TUSCOLA HCO, LLC	PNC Bank	2714	9,327.20
* TUSCOLA HCO, LLC	PNC Bank	3928	-
TUSCOLA HCO, LLC	PNC Bank	3581	-
* TWIN HCO, LLC	PNC Bank	2773	5,563.35
* TWIN HCO, LLC	PNC Bank	3987	-
TWIN HCO, LLC	PNC Bank	3653	-
* VANDALIA HCO, LLC	PNC Bank	2845	13,179.93
* VANDALIA HCO, LLC	PNC Bank	4031	-
VANDALIA HCO, LLC	PNC Bank	3717	(1,090.13)
* WATSEKA HCO, LLC	PNC Bank	2968	10,818.08
* WATSEKA HCO, LLC	PNC Bank	4103	-
WATSEKA HCO, LLC	PNC Bank	3821	-
* WESTSIDE HCO, LLC	PNC Bank	3012	-
* WESTSIDE HCO, LLC	PNC Bank	4162	-
WESTSIDE HCO, LLC	PNC Bank	3899	(2,250.15)
XCH, LLC	PNC Bank	3426	-
XCH, LLC	PNC Bank	3485	67.93
PETERSEN HEALTH CARE, INC.	First Midwest Bank & Trust	9083	200.00
CYE Girard HCO, LLC	Hickory Point Bank	4578	29,910.73
+ CYE Kewanee HCO, LLC	PNC Bank	2925	

<b>Account Entity/Facility<sup>1</sup></b>	<b>Bank</b>	<b>Last 4 Acct No.</b>	<b>3.20.24 Balance (\$)</b>
+ CYE Knoxville HCO, LLC	PNC Bank	2984	
+ CYE Monmouth HCO, LLC	PNC Bank	3047	
+ El Paso, HCO, LLC	PNC Bank	3119	
+ Flanagan HCO, LLC	PNC Bank	3178	
# JLP Systems INC dba New Horizons Day Care	People's	6199	400.00
# JLP Systems INC dba New Horizons Day Care	CIBC	5994	33,165.80
+ Legacy HCO, LLC	PNC Bank	3323	
+ Marigold HCO, LLC	PNC Bank	3282	
Petersen Health & Wellness, LLC	CIBC	1818	-
Petersen Health Care VII, LLC	CIBC	5928	2,290.47
Petersen Health Care VII, LLC	PNC Bank	2394	-
Petersen Health Care VII, LLC	PNC Bank	3266	-
Petersen Health Care VII, LLC	PNC Bank	4146	-
Petersen Health Enterprises, LLC	CIBC	1743	3.98
Petersen Health Enterprises, LLC	PNC Bank	2423	-
Petersen Health Enterprises, LLC	PNC Bank	2642	-
Petersen Health Enterprises, LLC	PNC Bank	3514	-
Petersen Health Group, LLC	CIBC	6868	-
Petersen Health Group, LLC	CIBC	8930	-
Petersen Health Group, LLC	PNC Bank	2335	-
Petersen Health Group, LLC	PNC Bank	3143	-
Petersen Health Group, LLC	PNC Bank	4015	-
Petersen Health Quality, LLC	CIBC	1850	-
Petersen Health Care Management, LLC	Better Banks	3800	24,132.32
Petersen MT, LLC	Huntington	9962	0.67
# Petersen MT2, LLC	CIBC	6401	61.78
Petersen MT3, LLC	CIBC	0066	47.78
PETERSEN HEALTH CARE II, INC	CIBC	3023	11,715.20
* PETERSEN MANAGEMENT COMPANY, LLC	CIBC	1601	-
* PETERSEN MANAGEMENT COMPANY, LLC	CIBC	9212	-
PETERSEN MANAGEMENT COMPANY, LLC	CIBC	3015	135,923.89
+ Polo HCO, LLC	PNC Bank	3354	

**EXHIBIT 3**

**Blackline of Revised Proposed Interim Order**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

**In re**

**SC HEALTHCARE HOLDING, LLC *et al.*,**

**Debtors.<sup>1</sup>**

Chapter 11

Case No. 24-10443 (THM)

Jointly Administered

Ref. Dkt. No. ~~—~~[41](#)

**INTERIM ORDER (I) AUTHORIZING THE DEBTORS TO (A) CONTINUE TO USE THEIR BANK ACCOUNTS, (B) HONOR PREPETITION OBLIGATIONS RELATED THERETO, (C) MAINTAIN THE REFUND PROGRAMS, (D) PERFORM INTERCOMPANY TRANSACTIONS, (E) MAINTAIN EXISTING BUSINESS FORMS; AND (II) GRANTING RELATED RELIEF**

Upon the motion (the “Motion”)<sup>2</sup> of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of an interim order (this “Interim Order”), (i) authorizing the Debtors to (a) continue to operate the Bank Accounts, (b) honor certain prepetition obligations related thereto, (c) maintain, administer, and modify their Refund Programs, (d) continue to maintain the Intercompany Transactions consistent with historical practice, (e) maintain existing business forms in the ordinary course of business; and (ii) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334 and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware*, dated February 29, 2012; and this Court having found that this is a core proceeding pursuant to

<sup>1</sup> The last four digits of SC Healthcare Holding, LLC’s tax identification number are 2584. The mailing address for SC Healthcare Holding, LLC is c/o Petersen Health Care Management, LLC 830 West Trailcreek Dr., Peoria, IL 61614. Due to the large number of debtors in these Chapter 11 Cases, for which the Debtors have requested joint administration, a complete list of the Debtors and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information will be made available on a website of the Debtors’ proposed claims and noticing agent at [www.kccellc.net/Petersen](http://www.kccellc.net/Petersen).

<sup>2</sup> Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion.

28 U.S.C. § 157(b); and that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is permissible pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and it appearing that the relief requested in the Motion and provided for herein is in the best interests of the Debtors, their estates, and their creditors; and after due deliberation and sufficient cause appearing therefor,

**IT IS HEREBY ORDERED THAT:**

1. The Motion is GRANTED on an interim basis as set forth in this Interim Order.
2. Except to the extent set forth herein, the Debtors are authorized, but not directed, to: (a) continue operating their Bank Accounts and associated Cash Management System in the ordinary course of business and consistent with the Debtors' historical practice, substantially as described in the Motion, *provided*, that the DIP Bank Account (as defined in the DIP Loan Documents) shall be funded, maintained and used by the Debtors solely in accordance with the Interim DIP Order and the DIP Loan Documents; (b) honor their prepetition obligations related to the Cash Management System in the ordinary course of business and consistent with the Debtors' historical practice; (c) maintain, administer, and modify their Refund Programs; (d)

continue to perform Intercompany Transactions consistent with historical practice; and (e) maintain existing Business Forms as set forth herein.

3. In connection with the ongoing utilization of the Cash Management System, the Debtors shall continue to maintain records with respect to all transfers, including Intercompany Transactions, so that all of the Debtors' transactions may be readily ascertainable, traced, recorded properly, and distinguished between prepetition and postpetition transfers.

4. The Debtors are authorized, but not directed, to: (a) designate, maintain, close, and continue to use on an interim basis their existing Bank Accounts, including, but not limited to, the Bank Accounts identified in Schedule 1 attached to the Motion and the Resident Trust Accounts identified in Schedule 2 attached to the Motion, in the names and with the account numbers existing immediately before the Petition Date; (b) deposit funds in, and withdraw funds from, the Bank Accounts by all usual means, including checks, wire transfers, ACH transfers, and other debits; (c) treat their prepetition Bank Accounts for all purposes as debtor in possession accounts; and (d) only open new debtor in possession bank accounts at banks that have executed a Uniform Depository Agreement with the U.S. Trustee or banks that are willing to execute one.

5. The Debtors shall cap the total aggregated balance held in each Non-Authorized Depository Bank to no more than \$250,000.

6. The Debtors are authorized, but not directed, to continue using, in their present form, the Business Forms, as well as checks and other documents related to the Bank Accounts existing immediately before the Petition Date; *provided* that once the Debtors have exhausted their existing stock of Business Forms, they shall ensure that any new Business Forms are clearly labeled "Debtor in Possession." To the extent the Debtors print any new checks or use any



electronic Business Forms, they will include the designation “Debtor in Possession” and the corresponding bankruptcy number on all such checks.

7. The Cash Management Banks are authorized to continue to maintain, service, and administer the Bank Accounts as accounts of the Debtors as debtors in possession, without interruption and in the ordinary course of business, and to receive, process, honor, and pay, to the extent of available funds, any and all checks, drafts, wires, credit card payments, and ACH transfers issued and drawn on the Bank Accounts after the Petition Date by the holders or makers thereof, as the case may be.

8. To the extent any of the Debtor Bank Accounts are not in compliance with section 345(b) of the Bankruptcy Code or any of the U.S. Trustee’s requirements or guidelines, the Debtors shall have thirty (30) days from the date of this Interim Order to comply with section 345 of the Bankruptcy Code and any of the U.S. Trustee’s requirements or guidelines. The Debtors or the U.S. Trustee may seek further relief from the Court to the extent necessary. For banks at which the Debtors hold accounts that are not a party to a Uniform Depository Agreement with the Office of the U.S. Trustee for the District of Delaware, the Debtors shall use their good-faith efforts to cause the banks to execute a Uniform Depository Agreement within fifteen (15) days of the date of this Interim Order. The U.S. Trustee’s rights to seek further relief from this Court on notice in the event that the aforementioned banks are unwilling to execute a Uniform Depository Agreement in a form prescribed by the U.S. Trustee are fully reserved.

9. The Debtors are authorized to open any new bank accounts and close any of the Bank Accounts as the Debtors may deem necessary and appropriate; provided, however, that prior to opening any new bank accounts or closing any of the Bank Accounts, the Debtors give notice within fifteen (15) days to the Office of the United States Trustee for the District of

Delaware and any statutory committees appointed in these chapter 11 cases; *provided, further*, however, that the Debtors shall open any such new Bank Account at banks that have executed a Uniform Depository Agreement with the Office of the United States Trustee for the District of Delaware, or at such banks that are willing to immediately execute such an agreement.

10. The relief granted in this Interim Order is extended to any new bank account opened by the Debtors in the ordinary course of business after the date hereof, which account shall be deemed a “Bank Account,” and to the bank at which such account is opened, which bank shall be deemed a “Cash Management Bank.”

11. Subject to the terms set forth herein, any bank, including the Cash Management Banks, may rely upon the representations of the Debtors with respect to whether any check, draft, wire, payment, or other transfer drawn or issued by the Debtors prior to the Petition Date should be honored pursuant to any order of this Court, and no bank that honors any such prepetition payment drawn on any account that is the subject of this Interim Order (a) at the direction of the Debtors, (b) in a good-faith belief that this Court has authorized such prepetition check or item to be honored, or (c) as a result of a mistake made despite implementation of reasonable customary handling procedures, shall be deemed to be nor shall be liable to the Debtors, their estates, or any other party on account of such prepetition check or other item being honored postpetition, or otherwise deemed to be in violation of this Interim Order.

12. All banks maintaining any of the Bank Accounts that are provided with notice of this Interim Order shall not honor or pay any bank payments drawn on the Bank Accounts or otherwise issued before the Petition Date for which the Debtors specifically issue stop payment orders in accordance with the documents governing such Bank Accounts.

13. The Debtors' Cash Management Banks are authorized to debit the Debtors' accounts in the ordinary course of business without the need for further order of this Court for all checks drawn on the Debtors' account; *provided* that no checks issued against the Debtor prior to the commencement of these Chapter 11 Cases shall be honored except as authorized by order of this Court and directed by the Debtors.

14. The Cash Management Banks are authorized, without further order of this Court, to charge back to the appropriate accounts of the Debtors any amounts resulting from returned checks or other returned items, including returned items that result from ACH transactions, wire transfers, or other electronic transfers of any kind, regardless of whether such returned items were deposited or transferred prepetition or postpetition and regardless of whether the returned items relate to prepetition or postpetition items or transfers.

15. Any banks, including the Cash Management Banks, are further authorized to honor the Debtors' direction with respect to the opening and closing of any Bank Account and accept and hold the Debtors' funds in accordance with the Debtors' instructions; *provided* that the Cash Management Banks shall not have any liability to any party for relying on such representations to the extent such reliance otherwise complies with applicable law.

16. The Debtors are authorized, but not directed, to continue to issue and pay the Refund Program Obligations to residents and Third-Party Payors, including refunds for overpayments made prepetition or resulting from prepetition services in the ordinary course of business, in an amount not to exceed \$40,000.00 on an interim basis. The Debtors are further authorized to modify any Refund Program in their business judgement without further application to this Court; *provided, however*, that the issuance and payment of Refund Program

Obligations shall not exceed \$40,000.00 under the Refund Programs in the aggregate (whether such Programs are modified or not) on an interim basis.

17. The Debtors are authorized to continue engaging in Intercompany Transactions in connection with the Cash Management System in the ordinary course of business and in accordance with the Interim DIP Order and the DIP Loan Documents; provided that, other than for the provision of insurance that is obtained for the benefit of Debtors and non-debtors under the same policy, the Debtors are not permitted to effectuate Intercompany Transactions to non-Debtor affiliates absent further order of the Court.

18. Nothing contained in the Motion or this Interim Order shall be construed to (a) create or perfect, in favor of any person or entity, any interest in cash of the Debtor that did not exist as of the Petition Date or (b) alter or impair the validity, priority, enforceability, or perfection of any security interest or lien, in favor of any person or entity, that existed as of the Petition Date.

19. The banks and financial institutions on which checks were drawn or electronic payment requests made in payment of the prepetition obligations approved herein are authorized to receive, process, honor, and pay all such checks and electronic payment requests when presented for payment, and all such banks and financial institutions are authorized to rely on the Debtors' designation of any particular check or electronic payment request as approved by this Interim Order.

20. The Debtors are authorized, but not directed, to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer requests that are dishonored as a consequence of these Chapter 11 Cases with respect to prepetition amounts that are authorized to be paid under an order of this Court.

21. Notwithstanding the Debtors' use of a consolidated Cash Management System, the Debtors shall calculate quarterly fees under 28 U.S.C. § 1930(a)(6) based on the disbursements of each Debtor, regardless of which entity pays those disbursements.

22. Notwithstanding the relief granted in this Interim Order and any actions taken pursuant to such relief, nothing in this Interim Order shall be deemed: (a) an admission as to the amount of, basis for, or validity of any claim against a Debtor entity under the Bankruptcy Code or other applicable non-bankruptcy law; (b) a waiver of the Debtors' or any other party in interest's right to dispute any claim on any grounds; (c) a promise or requirement to pay any claim; (d) an implication or admission that any particular claim is of a type specified or defined in this Interim Order or the Motion or a finding that any particular claim is an administrative expense claim or other priority claim; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; (g) a waiver or limitation of the Debtors', or any other party in interest's, rights under the Bankruptcy Code or any other applicable law; or (h) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) that may be satisfied pursuant to the relief requested in this Motion are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens.

23. Nothing herein is intended to modify, alter, or waive, in any way, any terms, provisions, requirements, or restrictions of the DIP Loan Documents, or any subsequent or final DIP order entered by the Court. For the avoidance of doubt, the DIP orders control.

24. For Cash Management Banks at which the Debtors hold Bank Accounts that are party to a Uniform Depository Agreement with the U.S. Trustee, as soon as possible after the date of entry of this Order the Debtors shall (a) contact each Cash Management Bank, (b) provide the Cash Management Bank with each of the Debtors' employer identification numbers and (c) identify each of their Bank Accounts held at such Cash Management Banks as being held by a debtor in possession in a bankruptcy case, and provide the case number.

25. For Cash Management Banks at which the Debtors hold accounts that are not party to a Uniform Depository Agreement with the U.S. Trustee, the Debtors shall use their good-faith efforts to cause the Cash Management Banks to execute a Uniform Depository agreement in a form prescribed by the U.S. Trustee within thirty (30) days of the date of this Order. The U.S. Trustee's rights to seek further relief from this Court on notice in the event that the aforementioned Cash Management Banks are unwilling to execute a Uniform Depository Agreement in a form prescribed by the U.S. Trustee are fully reserved.

26. The final hearing (the "Final Hearing") on the Motion shall be held on \_\_\_\_\_, 2024, at \_\_:\_\_.m., prevailing Eastern Time. Any objections or responses to entry of a final order on the Motion shall be filed on or before 5:00 p.m., prevailing Eastern Time, on \_\_\_\_\_, 2024. Objections must be filed and served on: (i) proposed counsel to the Debtors, (a) Winston & Strawn LLP, 35 W. Wacker Drive, Chicago, IL 60601, Attn: Daniel J. McGuire (dmcguire@winston.com) and Gregory M. Gartland (ggartland@winston.com), and 200 Park Avenue, New York, NY 10166, Attn: Carrie V. Hardman (chardman@winston.com), and (b) Young Conaway Stargatt & Taylor, LLP, Rodney Square, 1000 N. King St., Wilmington, DE 19801, Attn: Shella Borovinskaya (sborovinskaya@ycst.com) and Carol E. Cox (ccox@ycst.com); (ii) the Office of the United States Trustee for the District of Delaware, 844

King St., Suite 2207, Wilmington, DE 19801, Attn: Linda Richenderfer (linda.richenderfer@usdoj.gov) and Jon Lipshie (Jon.Lipshie@usdoj.gov); (iii) counsel to the DIP Lender, (a) Norton Rose Fulbright US LLP, 1301 Avenue of the Americas, New York, NY 10019, Attn: Robert M. Hirsh (robert.hirsh@nortonrosefulbright.com) and Emily Hong (emily.hong@nortonrosefulbright.com), and (b) 500 Morris James LLP, 500 Delaware Ave, Suite 1500, Wilmington, DE 19801, Attn: Eric J. Monzo (emonzo@morrisjames.com); and (iv) counsel to any statutory committee appointed in these Chapter 11 Cases. If no objections are filed to the Motion, the Court may enter a Final Order without further notice or a hearing.

27. The contents of the Motion satisfy the requirements of Bankruptcy Rule 6003(b) because the relief request set forth in this Interim Order is necessary to avoid immediate and irreparable harm to the estates.

28. As soon as practicable after entry of this Interim Order, the Debtors shall serve a copy of this Interim Order on the Cash Management Banks.

29. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Interim Order are immediately effective and enforceable upon its entry.

30. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Interim Order in accordance with the Motion.

31. This Court retains jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Interim Order.

**EXHIBIT 4**

**Blackline of Amended Bank Account Schedule**



**Schedule 1****Bank Accounts**

<b>Account Entity/Facility<sup>1</sup></b>	<b>Bank</b>	<b>Last 4 Acct #No.</b>	<b>3.20.24 Balance (\$)</b>
* ALEDO HCO <sub>3</sub> LLC	PNC Bank	2837	6,531.29
* ALEDO HCO <sub>3</sub> LLC	PNC Bank	2255	-
ALEDO HCO <sub>3</sub> LLC	PNC Bank	3709	-
* ARCOLA HOCHCO <sub>3</sub> LLC	PNC Bank	2896	-
* ARCOLA HOCHCO <sub>3</sub> LLC	PNC Bank	2327	-
ARCOLA HOCHCO <sub>3</sub> LLC	PNC Bank	3768	-
* ASPEN HCO <sub>3</sub> LLC	PNC Bank	2941	-
* ASPEN HCO <sub>3</sub> LLC	PNC Bank	2386	-
ASPEN HCO <sub>3</sub> LLC	PNC Bank	3813	-
+ CYE KEWANEE HCO <sub>3</sub> LLC	BankUnited	5542	-
+ CYE KEWANEE HCO <sub>3</sub> LLC	BankUnited	5550	-
+ CYE KNOXVILLE HCO <sub>3</sub> LLC	BankUnited	7219	-
+ CYE KNOXVILLE HCO <sub>3</sub> LLC	BankUnited	7227	-
+ CYE MONMOUTH HCO <sub>3</sub> LLC	BankUnited	5593	-
+ CYE MONMOUTH HCO <sub>3</sub> LLC	BankUnited	5607	-
+ EL PASO <sub>3</sub> HCO <sub>3</sub> LLC	BankUnited	5887	-
+ EL PASO <sub>3</sub> HCO <sub>3</sub> LLC	BankUnited	5860	-
+ EL PASO <sub>3</sub> HCO <sub>3</sub> LLC	BankUnited	5895	-
+ FLANAGAN HCO <sub>3</sub> LLC	BankUnited	5976	-
+ FLANAGAN HCO <sub>3</sub> LLC	BankUnited	5968	-
+ FLANAGAN HCO <sub>3</sub> LLC	BankUnited	5992	-
+ LEGACY HCO <sub>3</sub> LLC	BankUnited	6980	-
+ LEGACY HCO <sub>3</sub> LLC	BankUnited	6948	-
+ LEGACY HCO <sub>3</sub> LLC	BankUnited	7111	-
+ MARIGOLD HCO <sub>3</sub> LLC	BankUnited	6808	-
+ MARIGOLD HCO <sub>3</sub> LLC	BankUnited	6751	-
+ MARIGOLD HCO <sub>3</sub> LLC	BankUnited	6824	-
+ POLO HCO <sub>3</sub> LLC	BankUnited	7286	-
+ POLO HCO <sub>3</sub> LLC	BankUnited	7251	-
+ POLO HCO <sub>3</sub> LLC	BankUnited	7294	-
XCH <sub>3</sub> LLC	BankUnited	3650	-
* BEMENT HCO <sub>3</sub> LLC	PNC Bank	3004	-
* BEMENT HCO <sub>3</sub> LLC	PNC Bank	2431	-
BEMENT HCO <sub>3</sub> LLC	PNC Bank	3872	-
* BETTYS BETTY'S GARDEN HCO <sub>3</sub> LLC	PNC Bank	3207	-
BETTYS BETTY'S GARDEN HCO <sub>3</sub> LLC	PNC Bank	4074	-
* CASEY HCO <sub>3</sub> LLC	PNC Bank	3063	35,397.69

<sup>1</sup> Entities Accounts with a "\*" are swept daily.

Accounts with a "+" are part of the El Paso et al. Receivership Case as defined and discussed in the First Day Declaration.

Accounts with a "#" belong to non-Debtors and were, thus, included in error.

Account Entity/Facility <sup>1</sup>	Bank	Last 4 Acct #No.	3.20.24 Balance (\$)
* CASEY HCO <sub>3</sub> LLC	PNC Bank	2503	-
CASEY HCO <sub>3</sub> LLC	PNC Bank	3944	-
* COLLINSVILLE HCO <sub>3</sub> LLC	PNC Bank	3135	-
* COLLINSVILLE HCO <sub>3</sub> LLC	PNC Bank	2562	-
COLLINSVILLE HCO <sub>3</sub> LLC	PNC Bank	4007	(532.78)
* CYE BRADFORD HCO <sub>3</sub> LLC	PNC Bank	3194	-
CYE BRADFORD HCO <sub>3</sub> LLC	PNC Bank	4066	-
* CYE BUSHNELL HCO <sub>3</sub> LLC	PNC Bank	3258	-
CYE BUSHNELL HCO <sub>3</sub> LLC	PNC Bank	4138	-
* CYE SULLIVAN HCO <sub>3</sub> LLC	PNC Bank	3311	10,521.64
* CYE SULLIVAN HCO <sub>3</sub> LLC	PNC Bank	2634	-
CYE SULLIVAN HCO <sub>3</sub> LLC	PNC Bank	4197	-
* CYE WALCOTT HCO <sub>3</sub> LLC	PNC Bank	3389	-
CYE WALCOTT HCO <sub>3</sub> LLC	PNC Bank	2298	-
* VILLAGE KEWANEE HCO <sub>3</sub> LLC	PNC Bank	2909	-
VILLAGE KEWANEE HCO <sub>3</sub> LLC	PNC Bank	3776	-
* DECATUR HCO <sub>3</sub> LLC	PNC Bank	3442	2,193.47
* DECATUR HCO <sub>3</sub> LLC	PNC Bank	2693	-
DECATUR HCO <sub>3</sub> LLC	PNC Bank	2351	(119.85)
* EASTVIEW HCO <sub>3</sub> LLC	PNC Bank	3506	-
* EASTVIEW HCO <sub>3</sub> LLC	PNC Bank	2757	-
EASTVIEW HCO <sub>3</sub> LLC	PNC Bank	2415	-
* EFFINGHAM HCO <sub>3</sub> LLC	PNC Bank	3565	28,528.24
* EFFINGHAM HCO <sub>3</sub> LLC	PNC Bank	2829	-
EFFINGHAM HCO <sub>3</sub> LLC	PNC Bank	2474	-
PETERSEN FARMER CITY <sub>3</sub> LLC	CIBC	5902	24,238.99
* PETERSEN HEALTH CARE FARMER CITY LLC	PNC Bank	3936	1,040.00
* PETERSEN HEALTH CARE - FARMER CITY <sub>3</sub> LLC	PNC Bank	3186	-
PETERSEN HEALTH CARE - FARMER CITY <sub>3</sub> LLC	PNC Bank	2853	-
* HAVANA HCO <sub>3</sub> LLC	PNC Bank	3637	-
* HAVANA HCO <sub>3</sub> LLC	PNC Bank	2888	-
HAVANA HCO <sub>3</sub> LLC	PNC Bank	2546	-
* PETERSEN MANAGEMENT <del>COMPANY</del> LLC	Huntington	9920	4,190.07
PETERSEN MANAGEMENT <del>COMPANY</del> LLC	Huntington	9959	23,983.87
PETERSEN HEALTH CARE II <sub>3</sub> INC <sub>3</sub>	Huntington	4391	-
PETERSEN HEALTH CARE II <sub>3</sub> INC <sub>3</sub>	Huntington	9797	2,877.89
PETERSEN HEALTH CARE - ILLINI <sub>3</sub> LLC	CIBC	5910	24,790.53
* KEWANEE HCO <sub>3</sub> LLC	PNC Bank	3696	-
* KEWANEE HCO <sub>3</sub> LLC	PNC Bank	2933	-
KEWANEE HCO <sub>3</sub> LLC	PNC Bank	2618	-
* LEBANON HCO <sub>3</sub> LLC	PNC Bank	3741	-
* LEBANON HCO <sub>3</sub> LLC	PNC Bank	2992	-
LEBANON HCO <sub>3</sub> LLC	PNC Bank	2677	-

Account Entity/Facility <sup>1</sup>	Bank	Last 4 Acct #No.	3.20.24 Balance (\$)
* MCLEANSBORO HCO <sub>3</sub> LLC	PNC Bank	3805	-
* MCLEANSBORO HCO <sub>3</sub> LLC	PNC Bank	3055	-
MCLEANSBORO HCO <sub>3</sub> LLC	PNC Bank	2722	(1,914.97)
MIDWEST HEALTH OPERATIONS <sub>3</sub> LLC	CIBC	4691	53,676.30
* MIDWEST HEALTH OPERATIONS <sub>3</sub> LLC	PNC Bank	2589	-
* NORTH AURORA HCO <sub>3</sub> LLC	PNC Bank	3864	-
* NORTH AURORA HCO <sub>3</sub> LLC	PNC Bank	3127	-
NORTH AURORA HCO <sub>3</sub> LLC	PNC Bank	2781	(6,666.95)
* PETERSEN HEALTH BUSINESS <sub>3</sub> LLC	PNC Bank	3573	-
* PETERSEN HEALTH BUSINESS <sub>3</sub> LLC	PNC Bank	2706	-
PETERSEN HEALTH BUSINESS <sub>3</sub> LLC	PNC Bank	2482	(22,812.72)
PETERSEN HEALTH CARE <sub>3</sub> INC <sub>3</sub>	CIBC	4609	222,420.78
PETERSEN HEALTH CARE <sub>3</sub> INC <sub>3</sub>	CIBC	0304	21,433.36
PETERSEN HEALTH CARE II <sub>3</sub> INC <sub>3</sub>	PNC Bank	3071	-
PETERSEN HEALTH CARE II <sub>3</sub> INC <sub>3</sub>	PNC Bank	2263	-
PETERSEN HEALTH CARE II <sub>3</sub> INC <sub>3</sub>	PNC Bank	3952	-
PETERSEN HEALTH CARE MANAGEMENT <sub>3</sub> LLC	CIBC	5113	57,746.12
* PETERSEN HEALTH NETWORK, LLC	CIBC	3898	7,747.65
* PETERSEN HEALTH NETWORK, LLC	CIBC	0538	1,460.26
PETERSEN HEALTH NETWORK, LLC	CIBC	2852	92,597.76
PETERSEN HEALTH NETWORK <sub>3</sub> LLC	PNC Bank	3645	3,493.70
PETERSEN HEALTH NETWORK <sub>3</sub> LLC	PNC Bank	2765	24,739.48
PETERSEN HEALTH NETWORK <sub>3</sub> LLC	PNC Bank	2554	-
* PETERSEN HEALTH PROPERTIES <sub>3</sub> LLC	CIBC	0820	21,071.91
* <del>CAPITAL FUNDING</del> <u>PETERSEN HEALTH PROPERTIES<sub>3</sub> LLC</u>	CIBC	1868	19,264.73
PETERSEN HEALTH PROPERTIES <sub>3</sub> LLC	CIBC	9142	140,102.27
* PETERSEN HEALTH QUALITY <sub>3</sub> LLC	CIBC	1842	4,548.10
PETERSEN HEALTH QUALITY <sub>3</sub> LLC	CIBC	9134	11,200.25
* PETERSEN HEALTH QUALITY <sub>3</sub> LLC	PNC Bank	2511	-
PETERSEN HEALTH SYSTEMS <sub>3</sub> INC <sub>3</sub>	CIBC	5986	139,915.54
* <del>CAPITAL FUNDING</del> <u>PETERSEN HEALTH &amp; WELLNESS<sub>3</sub> LLC</u>	CIBC	1800	-
PETERSEN HEALTH & WELLNESS <sub>3</sub> LLC	CIBC	9126	8,647.79
* PETERSEN HEALTH & WELLNESS <sub>3</sub> LLC	PNC Bank	2458	-
* PIPER HCO <sub>3</sub> LLC	PNC Bank	3995	-
* PIPER HCO <sub>3</sub> LLC	PNC Bank	3231	-
PIPER HCO <sub>3</sub> LLC	PNC Bank	2917	-
* PLEASANT VIEW HCO <sub>3</sub> LLC	PNC Bank	4058	5,912.48
* PLEASANT VIEW HCO <sub>3</sub> LLC	PNC Bank	3303	-
PLEASANT VIEW HCO <sub>3</sub> LLC	PNC Bank	2976	-
* PRAIRIE CITY HCO <sub>3</sub> LLC	PNC Bank	4111	-
* PRAIRIE CITY HCO <sub>3</sub> LLC	PNC Bank	3362	-
PRAIRIE CITY HCO <sub>3</sub> LLC	PNC Bank	3039	-
<del>PRAIRIE ROSES</del> <u>JL HEALTH CARE SYSTEMS, LLC INC.</u>	CIBC	5944	107,208.92
* ROBINGS HCO <sub>3</sub> LLC	PNC Bank	4189	26,579.70
* ROBINGS HCO <sub>3</sub> LLC	PNC Bank	3434	-

Account Entity/Facility <sup>1</sup>	Bank	Last 4 Acct #No.	3.20.24 Balance (\$)
ROBINGS HCO, LLC	PNC Bank	3098	-
PETERSEN HEALTH CARE- <u>---</u>	CIBC	2027	64,970.01
ROSEVILLE, LLC			
* ROSICLARE HCO, LLC	PNC Bank	2271	-
* ROSICLARE HCO, LLC	PNC Bank	3493	-
ROSICLARE HCO, LLC	PNC Bank	3151	-
* ROYAL HCO, LLC	PNC Bank	2343	-
* ROYAL HCO, LLC	PNC Bank	3557	-
ROYAL HCO, LLC	PNC Bank	3215	-
* SABL, LLC	CIBC	1337	-
* SABL, LLC	PNC Bank	2626	-
SABL, LLC	PNC Bank	2685	38,582.80
* SHANGRI LA HCO, LLC	PNC Bank	2407	-
* SHANGRI LA HCO, LLC	PNC Bank	3629	-
SHANGRI LA HCO, LLC	PNC Bank	3274	-
* SHELBYVILLE HCO, LLC	PNC Bank	2466	-
* SHELBYVILLE HCO, LLC	PNC Bank	3688	-
SHELBYVILLE HCO, LLC	PNC Bank	3346	-
* SULLIVAN HCO, LLC	PNC Bank	2538	-
* SULLIVAN HCO, LLC	PNC Bank	3733	-
SULLIVAN HCO, LLC	PNC Bank	3418	-
* SWANSEA HCO, LLC	PNC Bank	2597	-
* SWANSEA HCO, LLC	PNC Bank	3792	-
SWANSEA HCO, LLC	PNC Bank	3477	-
* TARKIO HCO, LLC	PNC Bank	2669	-
* TARKIO HCO, LLC	PNC Bank	3856	-
TARKIO HCO, LLC	PNC Bank	3522	-
* TUSCOLA HCO, LLC	PNC Bank	2714	9,327.20
* TUSCOLA HCO, LLC	PNC Bank	3928	-
TUSCOLA HCO, LLC	PNC Bank	3581	-
* TWIN HCO, LLC	PNC Bank	2773	5,563.35
* TWIN HCO, LLC	PNC Bank	3987	-
TWIN HCO, LLC	PNC Bank	3653	-
* VANDALIA HCO, LLC	PNC Bank	2845	13,179.93
* VANDALIA HCO, LLC	PNC Bank	4031	-
VANDALIA HCO, LLC	PNC Bank	3717	(1,090.13)
* WATSEKA HCO, LLC	PNC Bank	2968	10,818.08
* WATSEKA HCO, LLC	PNC Bank	4103	-
WATSEKA HCO, LLC	PNC Bank	3821	-
* WESTSIDE HCO, LLC	PNC Bank	3012	-
* WESTSIDE HCO, LLC	PNC Bank	4162	-
WESTSIDE HCO, LLC	PNC Bank	3899	(2,250.15)
XCH, LLC	PNC Bank	3426	-
XCH, LLC	PNC Bank	3485	67.93
<del>CVT</del> <u>PETERSEN HEALTH CARE, INC.</u>	First Midwest Bank & Trust	9083	200.00
CYE Girard HCO, LLC	Hickory Point Bank	4578	29,910.73

<b>Account Entity/Facility<sup>1</sup></b>	<b>Bank</b>	<b>Last 4 Acct #No.</b>	<b>3.20.24 Balance (\$)</b>
+ CYE Kewanee HCO, LLC	PNC Bank	2925	
+ CYE Knoxville HCO, LLC	PNC Bank	2984	
+ CYE Monmouth HCO, LLC	PNC Bank	3047	
+ El Paso <sub>2</sub> HCO, LLC	PNC Bank	3119	
+ Flanagan HCO, LLC	PNC Bank	3178	
# JLP Systems INC dba New Horizons Day Care	People's	6199	400.00
# JLP Systems INC dba New Horizons Day Care	CIBC	5994	33,165.80
+ Legacy <del>Estates</del> HCO, LLC	PNC Bank	3323	
+ Marigold HCO, LLC	PNC Bank	3282	
Petersen Health & Wellness, LLC	CIBC	1818	-
Petersen Health Care VII, LLC	CIBC	5928	2,290.47
Petersen Health Care VII, LLC	PNC Bank	2394	-
Petersen Health Care VII, LLC	PNC Bank	3266	-
Petersen Health Care VII, LLC	PNC Bank	4146	-
Petersen Health Enterprises, <del>Inc</del> <u>LLC</u>	CIBC	1743	3.98
Petersen Health Enterprises, <del>Inc</del> <u>LLC</u>	PNC Bank	2423	-
Petersen Health Enterprises, <del>Inc</del> <u>LLC</u>	PNC Bank	2642	-
Petersen Health Enterprises, <del>Inc</del> <u>LLC</u>	PNC Bank	3514	-
Petersen Health Group, LLC	CIBC	6868	-
Petersen Health Group, LLC	CIBC	8930	-
Petersen Health Group, LLC	PNC Bank	2335	-
Petersen Health Group, LLC	PNC Bank	3143	-
Petersen Health Group, LLC	PNC Bank	4015	-
Petersen Health Quality, LLC	CIBC	1850	-
<u>PHCM</u> <u>Petersen Health Care Management,</u> LLC	Better Banks	3800	24,132.32
<u>PMT</u> <u>Petersen MT, LLC</u>	Huntington	9962	0.67
# <u>PMT 2</u> <u>Petersen MT2, LLC</u>	CIBC	6401	61.78
<u>PMT 3</u> <u>Petersen MT3, LLC</u>	CIBC	0066	47.78
PETERSEN HEALTH CARE II <sub>2</sub> INC	CIBC	3023	11,715.20
* PETERSEN MANAGEMENT	CIBC	1601	-
<u>CO</u> <u>COMPANY,</u> LLC			
* PETERSEN MANAGEMENT	CIBC	9212	-
<u>CO</u> <u>COMPANY,</u> LLC			
PETERSEN MANAGEMENT	CIBC	3015	135,923.89
<u>CO</u> <u>COMPANY,</u> LLC			
+ Polo HCO, LLC	PNC Bank	3354	