

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

In re:

SC HEALTHCARE HOLDING, LLC *et al.*,

Debtors.¹

Chapter 11

Case No. 24-10443 (TMH)

Jointly Administered

Ref. Docket Nos. 41, 87 & 230

**CERTIFICATION OF COUNSEL REGARDING THIRD 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**

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 “Motion”). A proposed form of order approving the Motion on a final basis was attached to the Motion as Exhibit B (the “Proposed Final Order”).

On March 22, 2024, the United States Bankruptcy Court for the District of Delaware (the “Court”) entered an order approving the Motion on an interim basis [Docket No. 87] (the “Interim Order”). Pursuant to the Interim Order, any objections or responses to entry of

¹ 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, whose cases are being jointly administered, 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 is available on a website of the Debtors’ claims and noticing agent at <http://www.kccllc.net/Petersen>.



the Proposed Final Order were to be filed and served by April 16, 2024 at 4:00 p.m. (ET) (as may have been extended by the Debtors for any party, the “Objection Deadline”).

Prior to the Objection Deadline, the Debtors received an informal response to the Proposed Final Order from the Office of the United States Trustee for the District of Delaware (the “U.S. Trustee”) and the Official Committee of Unsecured Creditors (the “Committee”) filed the *Reservation of Rights of the Official Committee of Unsecured Creditors to Certain of the Debtors’ Second Day Motions* [Docket No. 176]. Subsequently, the Debtors, the U.S. Trustee, and the Committee agreed to adjourn the relief requested in the Motion on a final basis until May 13, 2024, and, on April 23, 2024, the Court entered a second order approving the Motion on a further interim basis [Docket No. 230] (the “Second Interim Order”).

The Debtors, the U.S. Trustee, and the Committee are continuing to discuss the final relief requested in the Motion and have agreed to further adjourn the Motion to May 22, 2024 at 10:00 a.m. (ET). The parties have agreed to submit a proposed form of order granting the relief requested in the Motion on a further interim basis, a copy of which is attached hereto as **Exhibit A** (the “Proposed Third Interim Order”). For the convenience of the Court and all interested parties, a blackline comparing the Proposed Third Interim Order against the Second Interim Order is attached hereto as **Exhibit B**.

WHEREFORE, as the Debtors did not receive any objections or responses other than that described herein, and the U.S. Trustee and the Committee do not object to entry of the Proposed Third Interim Order, the Debtors respectfully request that the Court enter the Proposed Third Interim Order without further notice or hearing at the Court’s earliest convenience.

Dated: May 13, 2024
Wilmington, Delaware

Respectfully submitted,

**YOUNG CONAWAY STARGATT &
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/s/ Shella Borovinskaya

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*Counsel for the Debtors and Debtors in
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EXHIBIT A

Proposed Third Interim Order

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

In re

SC HEALTHCARE HOLDING, LLC *et al.*,

Debtors.¹

Chapter 11

Case No. 24-10443 (THM)

Jointly Administered

Ref. Docket Nos. 41, 87, & 230

THIRD 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”)² of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of an interim order (this “Third 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

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

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 this Court having previously entered that certain *Interim Order (I) Authorizing the Debtors to (A) Continue to Use Their Bank Accounts, (B) Honor Prepetition Obligation Related Thereto, (C) Maintain the Refund Programs, (D) Perform Intercompany Transactions, (E) Maintain Existing Business Forms; and (II) Granting Related Relief* [Docket No. 87] (the "Interim Order") and that certain *Second Interim Order (I) Authorizing the Debtors to (A) Continue to Use Their Bank Accounts, (B) Honor Prepetition Obligation Related Thereto, (C) Maintain the Refund Programs, (D) Perform Intercompany Transactions, (E) Maintain Existing Business Forms; and (II) Granting Related Relief* [Docket No. 230] (the "Second Interim Order"); 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 Third Interim Order.

2. Except to the extent set forth herein, the Debtors are authorized, but not directed, to, in accordance with the budget: (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 and as described in the Cash Flow Schematic, attached hereto as **Schedule 1**, *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 2** attached hereto, which represents an updated schedule of the Debtors' Bank Accounts, 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 Third 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 continue use their good-faith efforts to cause the banks to execute a Uniform Depository Agreement within fifteen (15) days of the date of this Third 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 counsel to the Official Committee of Unsecured Creditors (the "Committee"); *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 Third 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 Third 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 Third Interim Order.

12. All banks maintaining any of the Bank Accounts that are provided with notice of this Third 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 in a manner such that all Intercompany Transactions are readily ascertained, traced, and properly recorded; *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. The Debtors shall maintain a matrix summarizing all cash and non-cash Intercompany Transactions, the amount paid on account of such Intercompany Transactions, the parties to such Intercompany Transactions, and the month-end intercompany gross receivable and

gross payable balances between and among Debtors and non-Debtor affiliates and shall provide such matrix on a monthly basis to the advisors for the Committee. The rights of the Committee to (i) seek additional disclosures from the Debtors, including disclosures regarding the terms of specific Intercompany Transactions, and (ii) challenge any Intercompany Transaction, including the way in which they are recorded, are expressly reserved and shall not be prejudiced by entry of this Third Interim Order.

19. Nothing contained in the Motion or this Third 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.

20. 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 Third Interim Order.

21. 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.

22. 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.

23. Notwithstanding the relief granted in this Third Interim Order and any actions taken pursuant to such relief, nothing in this Third 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 Third 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.

24. 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.

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 May 22, 2024, at 10:00 a.m., prevailing Eastern Time. Any objections or responses to entry of a Final Order on the Motion shall be filed on or before 4:00 p.m., prevailing Eastern Time, on May 15, 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 the Committee, Greenberg Traurig, LLP, 77 West Wacker Drive, Suite 3100, Chicago, IL 60601, Attn: Nancy A. Peterman (petermann@gtlaw.com) and Danny Duerdoth (Duerdothd@gtlaw.com); 1000 Louisiana Street, Suite 6700, Houston TX 77002, Attn: Shari L. Heyen (shari.heyen@gtlaw.com); and 222 Delaware Avenue, Suite 1600, Wilmington, DE 19801,

Attn: Anthony W. Clark (anthony.clark@gtlaw.com) and Dennis A. Meloro (dennis.meloro@gtlaw.com). 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 Third Interim Order is necessary to avoid immediate and irreparable harm to the estates.

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

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

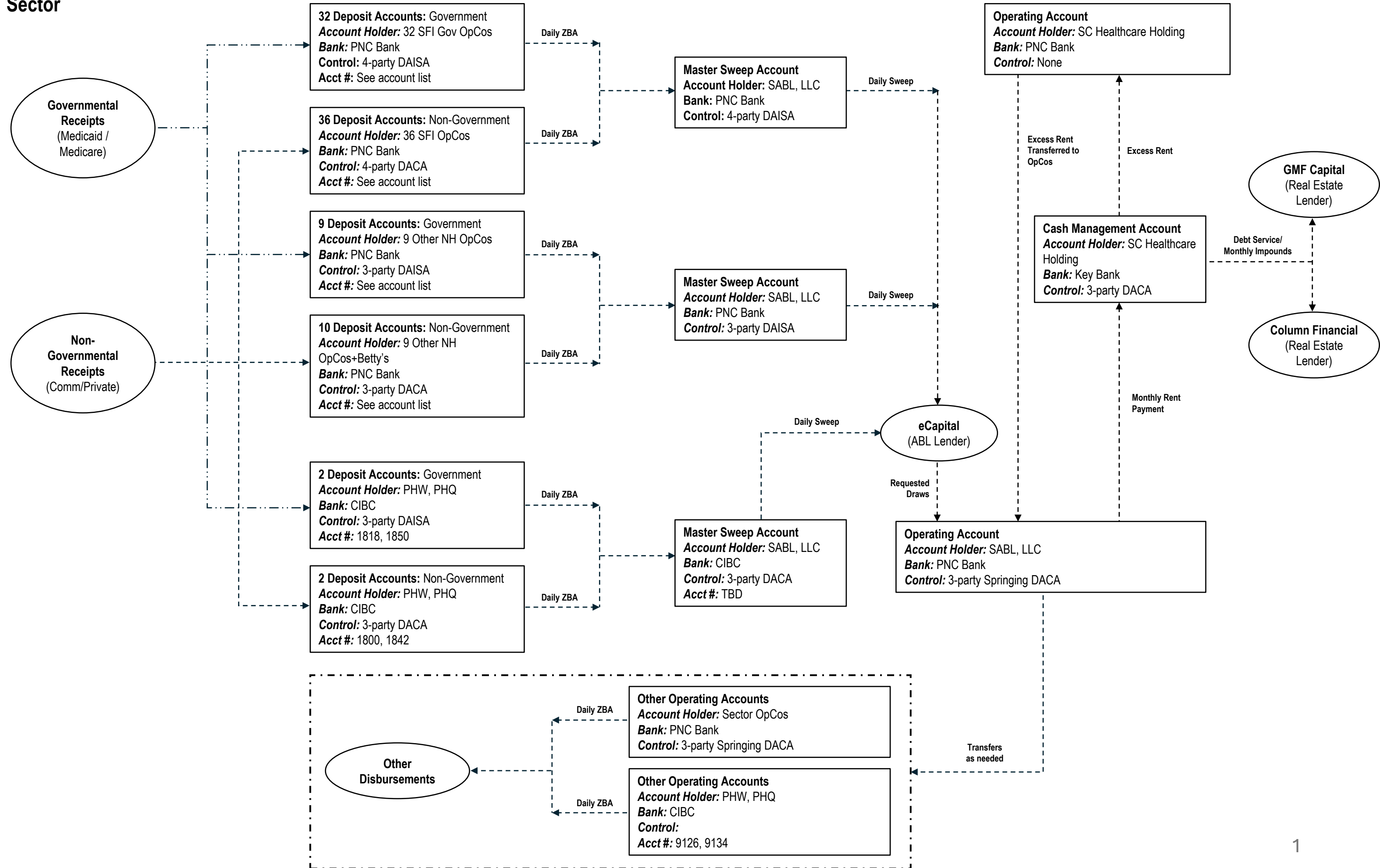
30. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Third Interim Order in accordance with the Motion.

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

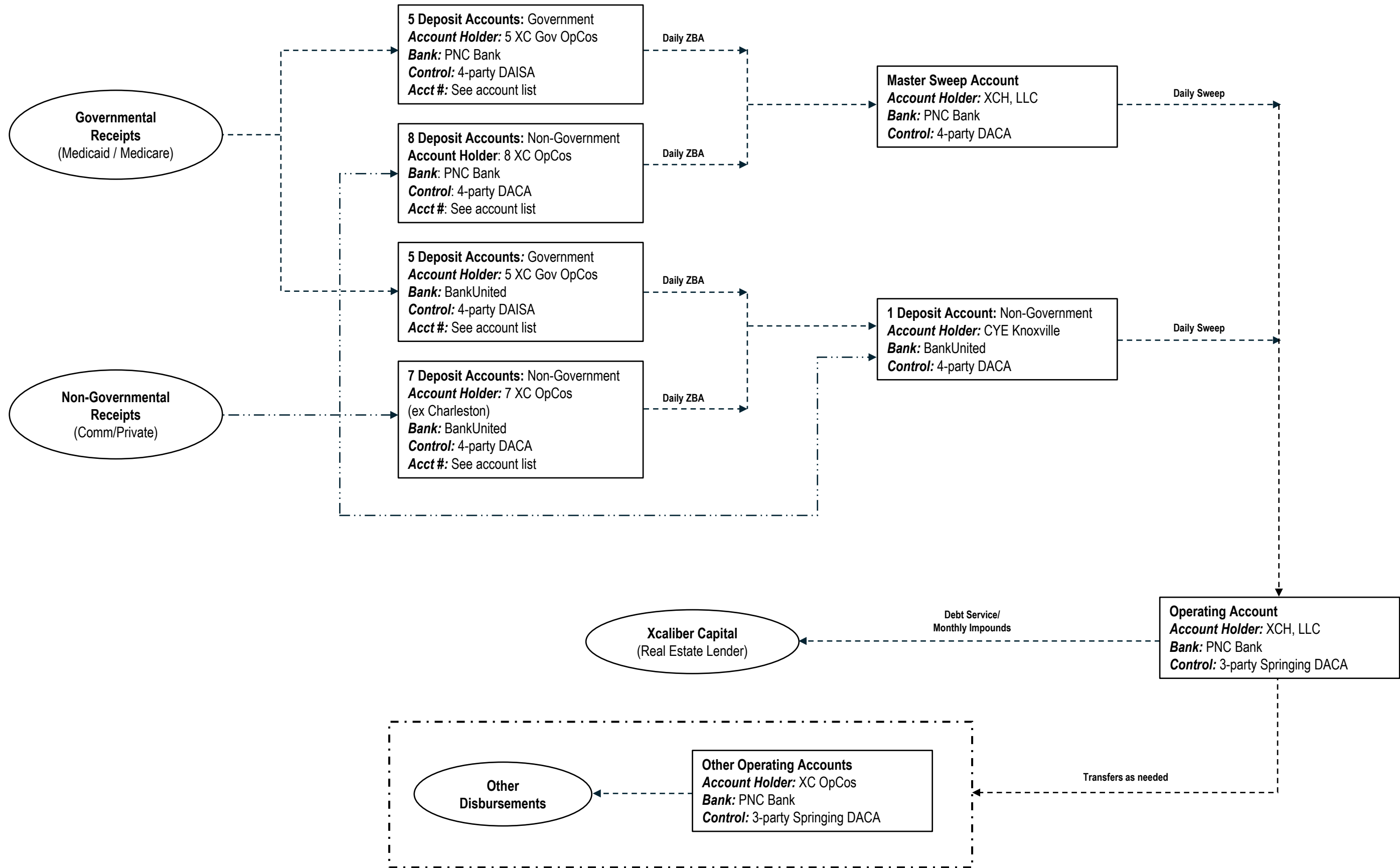
Schedule 1

Cash Flow Schematic

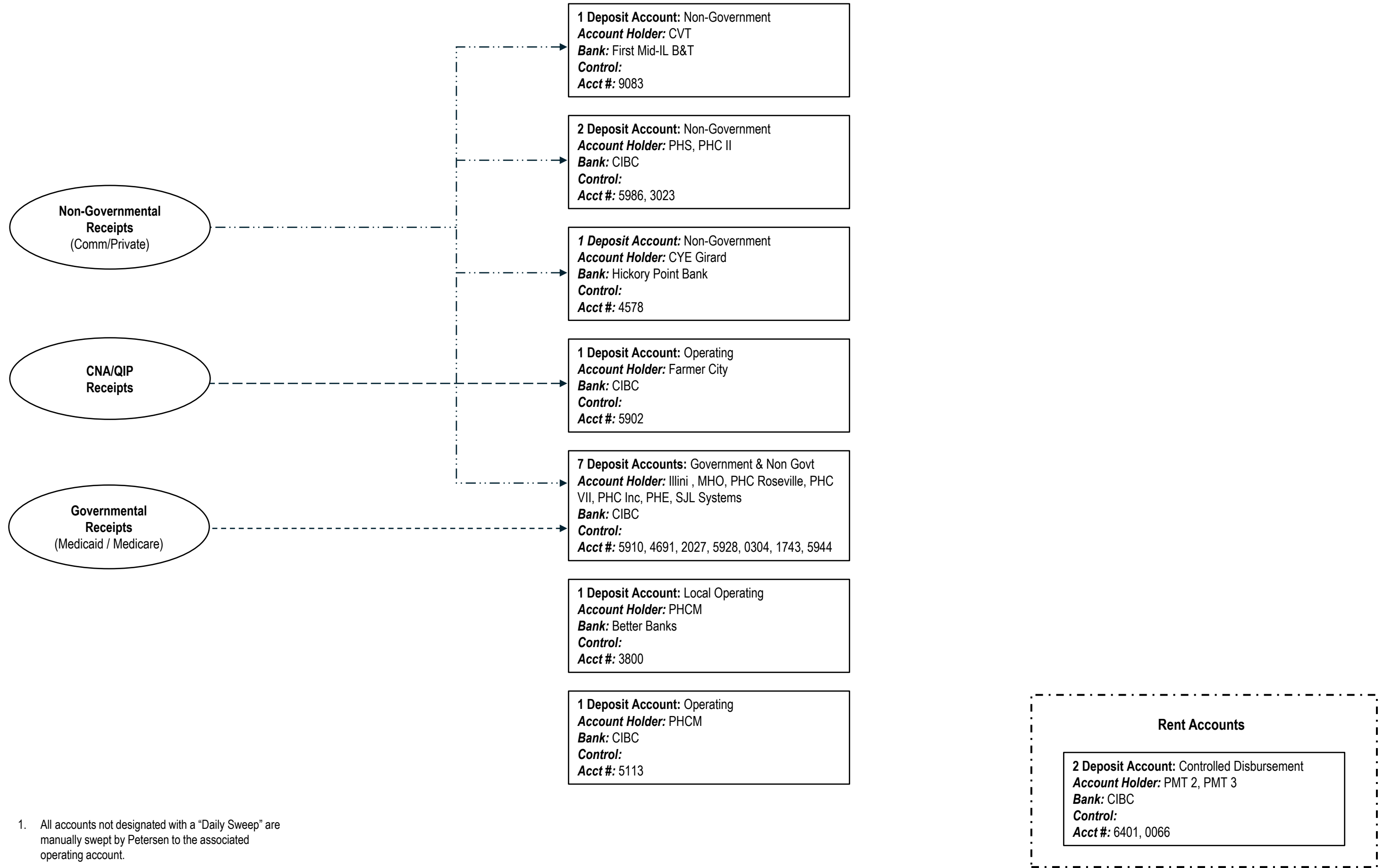
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Xcaliber

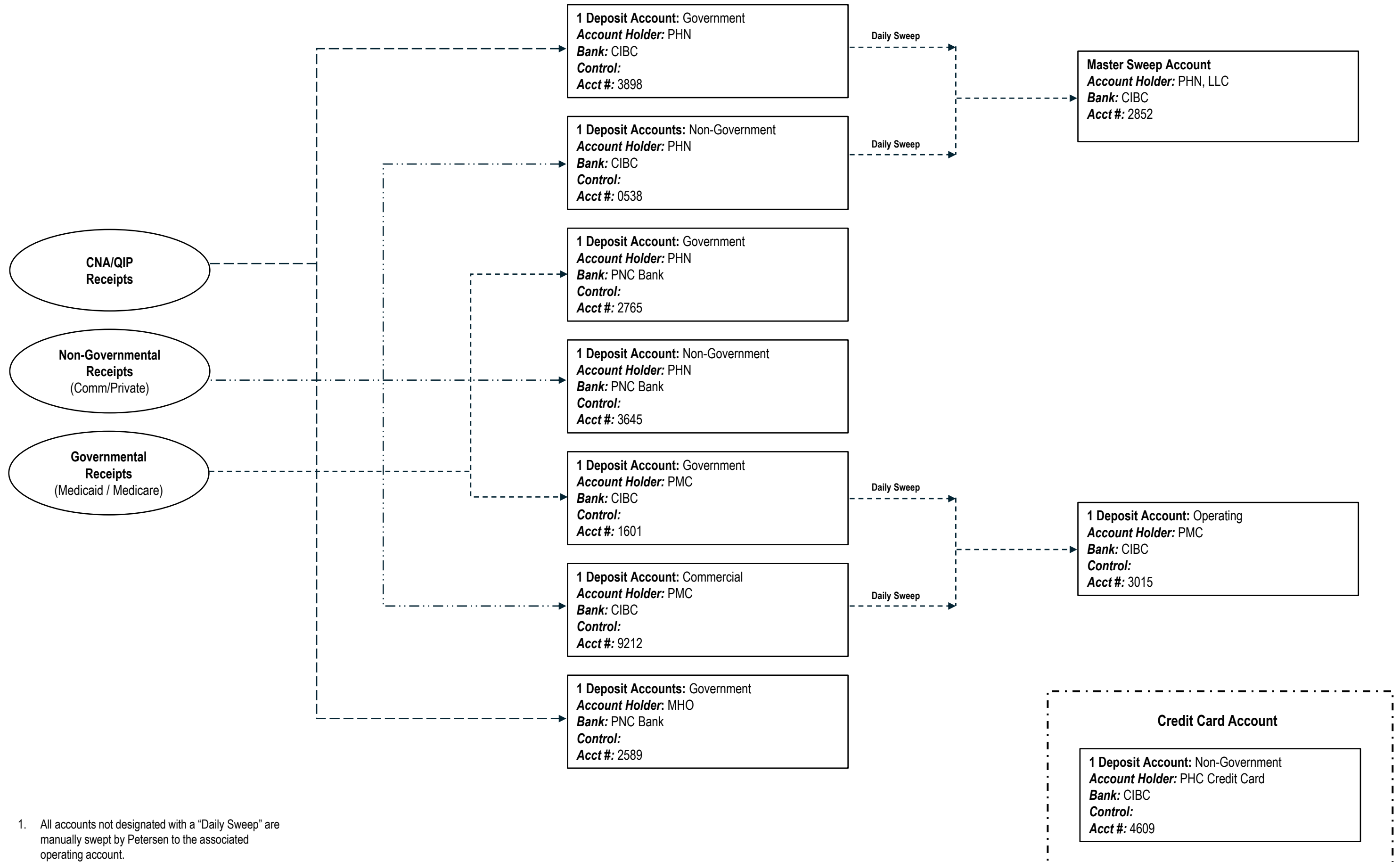


Other¹



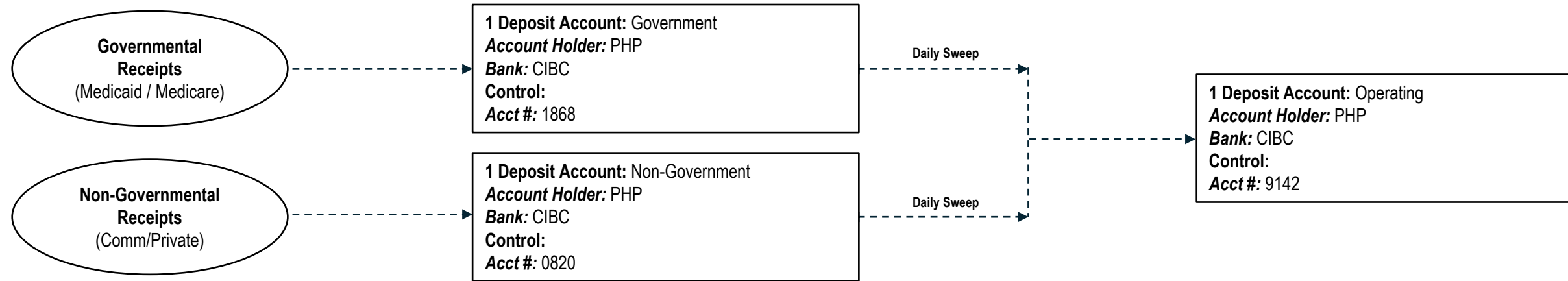
1. All accounts not designated with a "Daily Sweep" are manually swept by Petersen to the associated operating account.

Other Continued¹



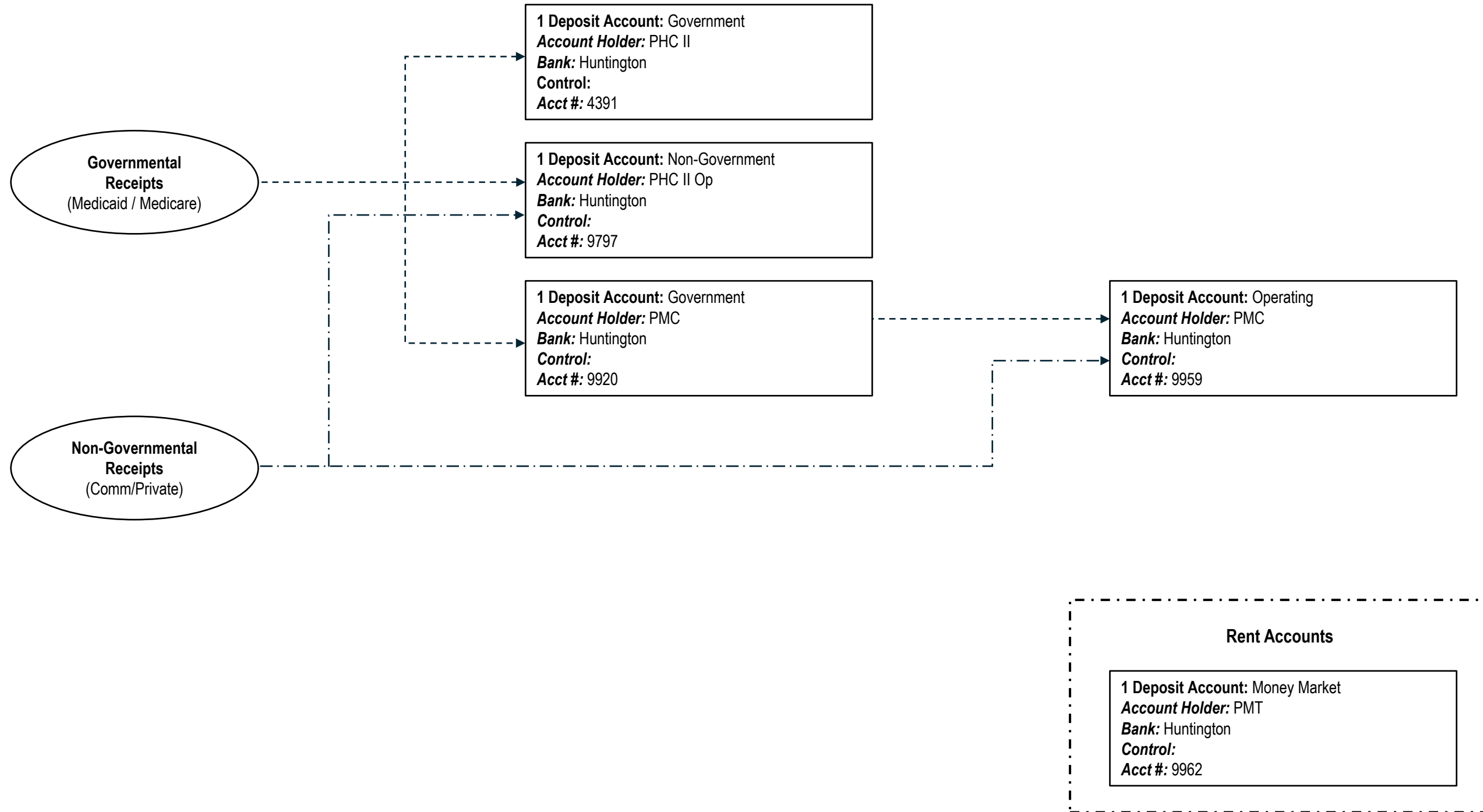
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Other Continued¹



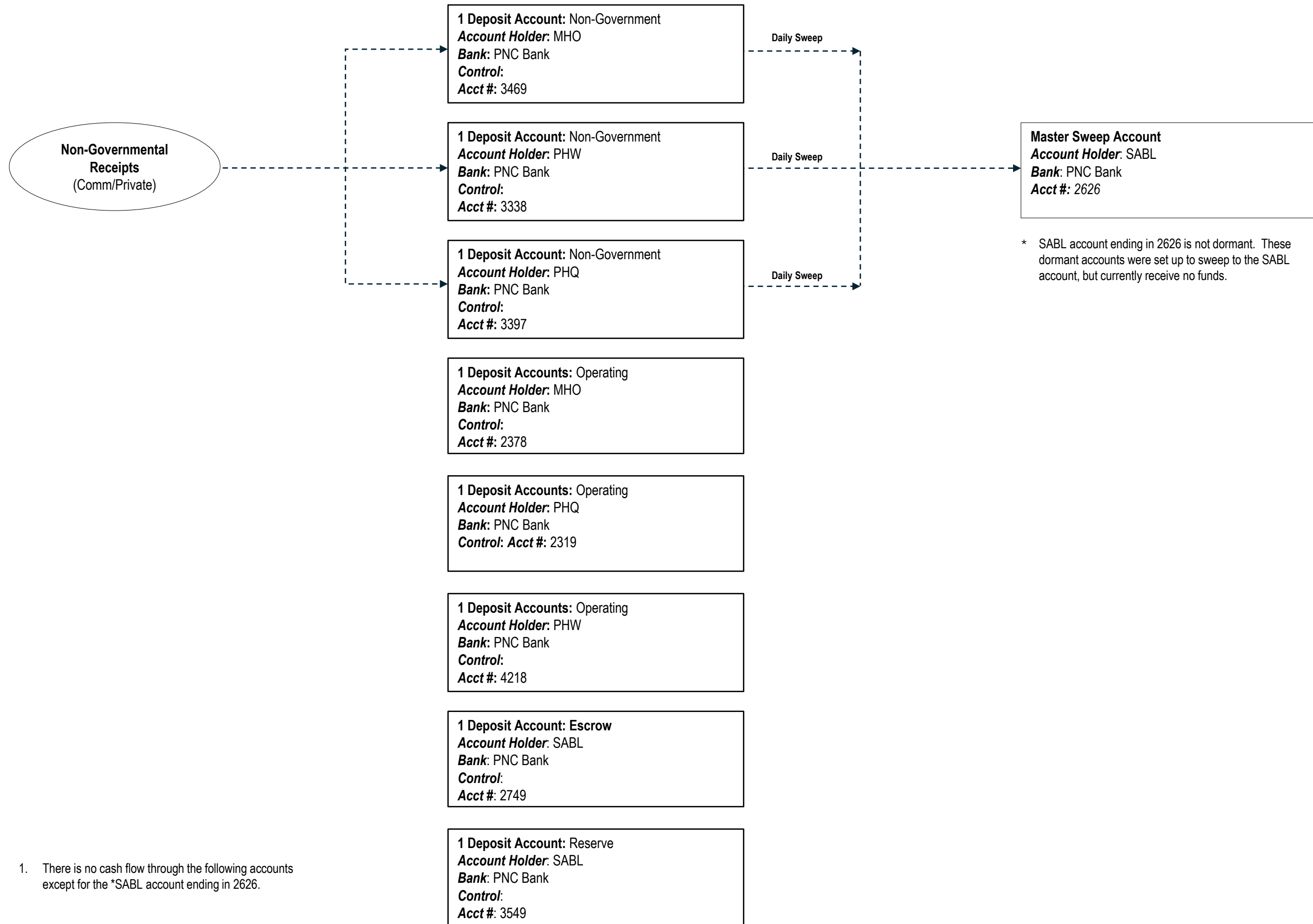
1. All accounts not designated with a "Daily Sweep" are manually swept by Petersen to the associated operating account.

Accounts Closing 4/1/2024¹



1. The following accounts are closing 4/1/2024 due to force close by Huntington Bank. Hard checks will be delivered to the extent wire transfers are cancelled.

Dormant Accounts¹



1. There is no cash flow through the following accounts except for the *SABL account ending in 2626.

Schedule 2**Bank Accounts**

Account Entity/Facility¹	Bank	Full Account Number	03/27/24 Balance (\$)
* ALEDO HCO, LLC	PNC Bank	4703292837	704.00
* ALEDO HCO, LLC	PNC Bank	4703292255	-
ALEDO HCO, LLC	PNC Bank	4703293709	7,127.67
* ARCOLA HCO, LLC	PNC Bank	4703292896	6,440.00
* ARCOLA HCO, LLC	PNC Bank	4703292327	-
ARCOLA HCO, LLC	PNC Bank	4703293768	6,967.62
* ASPEN HCO, LLC	PNC Bank	4703292941	-
* ASPEN HCO, LLC	PNC Bank	4703292386	-
ASPEN HCO, LLC	PNC Bank	4703293813	5,593.51
+ CYE KEWANEE HCO, LLC	BankUnited	9854955542	-
+ CYE KEWANEE HCO, LLC	BankUnited	9854955550	-
+ CYE KNOXVILLE HCO, LLC	BankUnited	9854957219	-
+ CYE KNOXVILLE HCO, LLC	BankUnited	9854957227	-
+ CYE MONMOUTH HCO, LLC	BankUnited	9854955593	-
+ CYE MONMOUTH HCO, LLC	BankUnited	9854955607	-
+ EL PASO, HCO, LLC	BankUnited	9854955887	-
+ EL PASO, HCO, LLC	BankUnited	9854955860	-
+ EL PASO, HCO, LLC	BankUnited	9854955895	-
+ FLANAGAN HCO, LLC	BankUnited	9854955976	-
+ FLANAGAN HCO, LLC	BankUnited	9854955968	-
+ FLANAGAN HCO, LLC	BankUnited	9854955992	-
+ LEGACY HCO, LLC	BankUnited	9854956980	-
+ LEGACY HCO, LLC	BankUnited	9854956948	-
+ LEGACY HCO, LLC	BankUnited	9854957111	-
+ MARIGOLD HCO, LLC	BankUnited	9854956808	-
+ MARIGOLD HCO, LLC	BankUnited	9854956751	-
+ MARIGOLD HCO, LLC	BankUnited	9854956824	-
+ POLO HCO, LLC	BankUnited	9854957286	-
+ POLO HCO, LLC	BankUnited	9854957251	-
+ POLO HCO, LLC	BankUnited	9854957294	-
- XCH, LLC	BankUnited	9855003650	-
* BEMENT HCO, LLC	PNC Bank	4703293004	-
* BEMENT HCO, LLC	PNC Bank	4703292431	-

¹ 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 "-" have been closed.

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

Account Entity/Facility¹	Bank	Full Account Number	03/27/24 Balance (\$)
BEMENT HCO, LLC	PNC Bank	4703293872	5,594.28
* BETTY'S GARDEN HCO, LLC	PNC Bank	4703293207	-
BETTY'S GARDEN HCO, LLC	PNC Bank	4703294074	5,717.08
* CASEY HCO, LLC	PNC Bank	4703293063	8,050.00
* CASEY HCO, LLC	PNC Bank	4703292503	-
CASEY HCO, LLC	PNC Bank	4703293944	3,700.81
* COLLINSVILLE HCO, LLC	PNC Bank	4703293135	-
* COLLINSVILLE HCO, LLC	PNC Bank	4703292562	-
COLLINSVILLE HCO, LLC	PNC Bank	4703294007	3,709.20
* CYE BRADFORD HCO, LLC	PNC Bank	4703293194	-
CYE BRADFORD HCO, LLC	PNC Bank	4703294066	8,380.50
* CYE BUSHNELL HCO, LLC	PNC Bank	4703293258	-
CYE BUSHNELL HCO, LLC	PNC Bank	4703294138	4,912.26
* CYE SULLIVAN HCO, LLC	PNC Bank	4703293311	20,066.80
* CYE SULLIVAN HCO, LLC	PNC Bank	4703292634	-
CYE SULLIVAN HCO, LLC	PNC Bank	4703294197	2,463.39
* CYE WALCOTT HCO, LLC	PNC Bank	4703293389	-
CYE WALCOTT HCO, LLC	PNC Bank	4703292298	2,780.11
* VILLAGE KEWANEE HCO, LLC	PNC Bank	4703292909	-
VILLAGE KEWANEE HCO, LLC	PNC Bank	4703293776	1,639.96
* DECATUR HCO, LLC	PNC Bank	4703293442	-
* DECATUR HCO, LLC	PNC Bank	4703292693	-
DECATUR HCO, LLC	PNC Bank	4703292351	4,141.80
* EASTVIEW HCO, LLC	PNC Bank	4703293506	10,527.30
* EASTVIEW HCO, LLC	PNC Bank	4703292757	-
EASTVIEW HCO, LLC	PNC Bank	4703292415	2,827.85
* EFFINGHAM HCO, LLC	PNC Bank	4703293565	-
* EFFINGHAM HCO, LLC	PNC Bank	4703292829	-
EFFINGHAM HCO, LLC	PNC Bank	4703292474	5,332.47
PETERSEN FARMER CITY, LLC	CIBC	2215902	24,238.99
* PETERSEN HEALTH CARE FARMER CITY LLC	PNC Bank	4703293936	6,384.23
* PETERSEN HEALTH CARE - FARMER CITY, LLC	PNC Bank	4703293186	-
PETERSEN HEALTH CARE - FARMER CITY, LLC	PNC Bank	4703292853	1,822.20
* HAVANA HCO, LLC	PNC Bank	4703293637	2,175.00
* HAVANA HCO, LLC	PNC Bank	4703292888	-
HAVANA HCO, LLC	PNC Bank	4703292546	4,549.10
* PETERSEN MANAGEMENT COMPANY, LLC	Huntington	01038339920	-
PETERSEN MANAGEMENT COMPANY, LLC	Huntington	01038339959	4,185.18
PETERSEN HEALTH CARE II, INC.	Huntington	01030364391	-
PETERSEN HEALTH CARE II, INC.	Huntington	01038339797	3,878.30

Account Entity/Facility¹	Bank	Full Account Number	03/27/24 Balance (\$)
PETERSEN HEALTH CARE – ILLINI, LLC	CIBC	2215910	25,051.87
* KEWANEE HCO, LLC	PNC Bank	4703293696	-
* KEWANEE HCO, LLC	PNC Bank	4703292933	-
KEWANEE HCO, LLC	PNC Bank	4703292618	370.39
* LEBANON HCO, LLC	PNC Bank	4703293741	4,395.00
* LEBANON HCO, LLC	PNC Bank	4703292992	-
LEBANON HCO, LLC	PNC Bank	4703292677	5,605.97
* MCLEANSBORO HCO, LLC	PNC Bank	4703293805	527.00
* MCLEANSBORO HCO, LLC	PNC Bank	4703293055	-
MCLEANSBORO HCO, LLC	PNC Bank	4703292722	5,824.20
MIDWEST HEALTH OPERATIONS, LLC	CIBC	2314691	66,394.00
* MIDWEST HEALTH OPERATIONS, LLC	PNC Bank	4703292589	-
* NORTH AURORA HCO, LLC	PNC Bank	4703293864	8,752.80
* NORTH AURORA HCO, LLC	PNC Bank	4703293127	-
NORTH AURORA HCO, LLC	PNC Bank	4703292781	1,978.00
* PETERSEN HEALTH BUSINESS, LLC	PNC Bank	4703293573	-
* PETERSEN HEALTH BUSINESS, LLC	PNC Bank	4703292706	-
PETERSEN HEALTH BUSINESS, LLC	PNC Bank	4703292482	1,970.20
PETERSEN HEALTH CARE, INC.	CIBC	2314609	935,998.73
PETERSEN HEALTH CARE, INC.	CIBC	2450304	16,307.82
- PETERSEN HEALTH CARE II, INC.	PNC Bank	4703293071	-
- PETERSEN HEALTH CARE II, INC.	PNC Bank	4703292263	-
- PETERSEN HEALTH CARE II, INC.	PNC Bank	4703293952	-
PETERSEN HEALTH CARE MANAGEMENT, LLC	CIBC	2305113	665,916.36
* PETERSEN HEALTH NETWORK, LLC	CIBC	2753898	-
* PETERSEN HEALTH NETWORK, LLC	CIBC	2640538	-
PETERSEN HEALTH NETWORK, LLC	CIBC	2722852	143,499.17
PETERSEN HEALTH NETWORK, LLC	PNC Bank	4703293645	-
PETERSEN HEALTH NETWORK, LLC	PNC Bank	4703292765	78,178.86
PETERSEN HEALTH NETWORK, LLC	PNC Bank	4703292554	-
* PETERSEN HEALTH PROPERTIES, LLC	CIBC	2340820	5,755.02
* PETERSEN HEALTH PROPERTIES, LLC	CIBC	2341868	-
PETERSEN HEALTH PROPERTIES, LLC	CIBC	7709142	329,761.34
* PETERSEN HEALTH QUALITY, LLC	CIBC	2341842	-
PETERSEN HEALTH QUALITY, LLC	CIBC	7709134	1,802.73
* PETERSEN HEALTH QUALITY, LLC	PNC Bank	4703292511	-
PETERSEN HEALTH SYSTEMS, INC.	CIBC	2215986	132,070.34
* PETERSEN HEALTH & WELLNESS, LLC	CIBC	2341800	-
PETERSEN HEALTH & WELLNESS, LLC	CIBC	7709126	22,607.16
* PETERSEN HEALTH & WELLNESS, LLC	PNC Bank	4703292458	-
* PIPER HCO, LLC	PNC Bank	4703293995	-
* PIPER HCO, LLC	PNC Bank	4703293231	-
PIPER HCO, LLC	PNC Bank	4703292917	1,385.04

Account Entity/Facility¹	Bank	Full Account Number	03/27/24 Balance (\$)
* PLEASANT VIEW HCO, LLC	PNC Bank	4703294058	-
* PLEASANT VIEW HCO, LLC	PNC Bank	4703293303	-
PLEASANT VIEW HCO, LLC	PNC Bank	4703292976	799.36
* PRAIRIE CITY HCO, LLC	PNC Bank	4703294111	-
* PRAIRIE CITY HCO, LLC	PNC Bank	4703293362	-
PRAIRIE CITY HCO, LLC	PNC Bank	4703293039	1,109.93
SJL HEALTH SYSTEMS, INC.	CIBC	2215944	69,429.91
* ROBINGS HCO, LLC	PNC Bank	4703294189	12,587.00
* ROBINGS HCO, LLC	PNC Bank	4703293434	-
ROBINGS HCO, LLC	PNC Bank	4703293098	1,361.65
PETERSEN HEALTH CARE – ROSEVILLE, LLC	CIBC	2252027	119,614.04
* ROSICLARE HCO, LLC	PNC Bank	4703292271	-
* ROSICLARE HCO, LLC	PNC Bank	4703293493	-
ROSICLARE HCO, LLC	PNC Bank	4703293151	6,506.87
* ROYAL HCO, LLC	PNC Bank	4703292343	113,603.76
* ROYAL HCO, LLC	PNC Bank	4703293557	-
ROYAL HCO, LLC	PNC Bank	4703293215	4,063.04
* SABL, LLC	CIBC	2691337	5,000.00
* SABL, LLC	PNC Bank	4703292626	-
SABL, LLC	PNC Bank	4703292685	9,074,259.97
* SHANGRI LA HCO, LLC	PNC Bank	4703292407	13,915.00
* SHANGRI LA HCO, LLC	PNC Bank	4703293629	-
SHANGRI LA HCO, LLC	PNC Bank	4703293274	4,792.11
* SHELBYVILLE HCO, LLC	PNC Bank	4703292466	139.00
* SHELBYVILLE HCO, LLC	PNC Bank	4703293688	-
SHELBYVILLE HCO, LLC	PNC Bank	4703293346	2,589.20
* SULLIVAN HCO, LLC	PNC Bank	4703292538	43,498.00
* SULLIVAN HCO, LLC	PNC Bank	4703293733	-
SULLIVAN HCO, LLC	PNC Bank	4703293418	5,539.37
* SWANSEA HCO, LLC	PNC Bank	4703292597	-
* SWANSEA HCO, LLC	PNC Bank	4703293792	-
SWANSEA HCO, LLC	PNC Bank	4703293477	4,203.66
* TARKIO HCO, LLC	PNC Bank	4703292669	-
* TARKIO HCO, LLC	PNC Bank	4703293856	-
TARKIO HCO, LLC	PNC Bank	4703293522	4,811.63
* TUSCOLA HCO, LLC	PNC Bank	4703292714	26,027.91
* TUSCOLA HCO, LLC	PNC Bank	4703293928	-
TUSCOLA HCO, LLC	PNC Bank	4703293581	6,094.59
* TWIN HCO, LLC	PNC Bank	4703292773	39,711.00
* TWIN HCO, LLC	PNC Bank	4703293987	-
TWIN HCO, LLC	PNC Bank	4703293653	562.03
* VANDALIA HCO, LLC	PNC Bank	4703292845	17,589.00
* VANDALIA HCO, LLC	PNC Bank	4703294031	-
VANDALIA HCO, LLC	PNC Bank	4703293717	5,499.08

Account Entity/Facility¹	Bank	Full Account Number	03/27/24 Balance (\$)
* WATSEKA HCO, LLC	PNC Bank	4703292968	-
* WATSEKA HCO, LLC	PNC Bank	4703294103	-
WATSEKA HCO, LLC	PNC Bank	4703293821	4,435.13
* WESTSIDE HCO, LLC	PNC Bank	4703293012	24,709.08
* WESTSIDE HCO, LLC	PNC Bank	4703294162	-
WESTSIDE HCO, LLC	PNC Bank	4703293899	7,015.79
- XCH, LLC	PNC Bank	4703293426	-
XCH, LLC	PNC Bank	4703293485	67.93
PETERSEN HEALTH CARE, INC.	First Midwest Bank & Trust	1839083	200.00
CYE Girard HCO, LLC	Hickory Point Bank	3634578	23,084.58
+ CYE Kewanee HCO, LLC	PNC Bank	4703292802	-
+ CYE Knoxville HCO, LLC	PNC Bank	4703292802	-
+ CYE Monmouth HCO, LLC	PNC Bank	4703292802	-
+ El Paso, HCO, LLC	PNC Bank	4703292802	-
+ Flanagan HCO, LLC	PNC Bank	4703292802	-
# JLP Systems INC dba New Horizons Day Care	People's	1096199	400.00
# JLP Systems INC dba New Horizons Day Care	CIBC	2215994	31,112.40
+ Legacy HCO, LLC	PNC Bank	4703292802	-
+ Marigold HCO, LLC	PNC Bank	4703292802	-
- Petersen Health & Wellness, LLC	CIBC	2341818	-
Petersen Health Care VII, LLC	CIBC	2215928	2,290.47
- Petersen Health Care VII, LLC	PNC Bank	4703294146	-
- Petersen Health Care VII, LLC	PNC Bank	4703293266	-
- Petersen Health Care VII, LLC	PNC Bank	4703292394	-
Petersen Health Enterprises, LLC	CIBC	2451743	3.98
Petersen Health Enterprises, LLC	PNC Bank	4703292423	-
Petersen Health Enterprises, LLC	PNC Bank	4703292642	-
Petersen Health Enterprises, LLC	PNC Bank	4703293514	-
Petersen Health Group, LLC	CIBC	2456868	-
- Petersen Health Group, LLC	CIBC	2488930	-
Petersen Health Group, LLC	PNC Bank	4703292335	-
- Petersen Health Group, LLC	PNC Bank	4703293143	-
- Petersen Health Group, LLC	PNC Bank	4703294015	-
- Petersen Health Quality, LLC	CIBC	2341850	-
Petersen Health Care Management, LLC	Better Banks	1093800	16,608.14
Petersen MT, LLC	Huntington	01038339962	0.67
# Petersen MT2, LLC	CIBC	3346401	61.78
Petersen MT3, LLC	CIBC	3340066	47.78
PETERSEN HEALTH CARE II, INC	CIBC	7723023	20,897.89
* PETERSEN MANAGEMENT COMPANY, LLC	CIBC	1051601	-

Account Entity/Facility¹	Bank	Full Account Number	03/27/24 Balance (\$)
* PETERSEN MANAGEMENT COMPANY, LLC	CIBC	1079212	-
PETERSEN MANAGEMENT COMPANY, LLC	CIBC	7723015	101,837.88
+ Polo HCO, LLC	PNC Bank	4703293354	-

EXHIBIT B

Blackline

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re

SC HEALTHCARE HOLDING, LLC *et al.*,

Debtors.¹

Chapter 11

Case No. 24-10443 (THM)

Jointly Administered

Ref. Docket Nos. ~~41~~, ~~87~~, & 230

SECONDTHIRD 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”)² of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of an interim order (this “SecondThird 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

¹ 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, whose cases are being jointly administered, 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 is available on a website of the Debtors’ claims and noticing agent at www.kccllc.net/Petersen.

² 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 this Court having previously entered that certain Interim Order (I) Authorizing the Debtors to (A) Continue to Use Their Bank Accounts, (B) Honor Prepetition Obligation Related Thereto, (C) Maintain the Refund Programs, (D) Perform Intercompany Transactions, (E) Maintain Existing Business Forms; and (II) Granting Related Relief [Docket No. 87] (the "Interim Order") and that certain Second Interim Order (I) Authorizing the Debtors to (A) Continue to Use Their Bank Accounts, (B) Honor Prepetition Obligation Related Thereto, (C) Maintain the Refund Programs, (D) Perform Intercompany Transactions, (E) Maintain Existing Business Forms; and (II) Granting Related Relief [Docket No. 230] (the "Second Interim Order"); 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 ~~Second~~Third Interim Order.

2. Except to the extent set forth herein, the Debtors are authorized, but not directed, to, in accordance with the budget: (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 and as described in the Cash Flow Schematic, attached hereto as **Schedule 1**, *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 2** attached hereto, which represents an updated schedule of the Debtors' Bank Accounts, 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 ~~Second~~Third 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 continue use their good-faith efforts to cause the banks to execute a Uniform Depository Agreement within fifteen (15) days of the date of this ~~Second~~Third 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 counsel to the Official Committee of Unsecured Creditors (the "Committee"); *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 ~~Second~~Third 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 ~~Second~~Third 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 ~~Second~~Third Interim Order.

12. All banks maintaining any of the Bank Accounts that are provided with notice of this ~~Second~~Third 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 in a manner such that all Intercompany Transactions are readily ascertained, traced, and properly recorded; *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. The Debtors shall maintain a matrix summarizing all cash and non-cash Intercompany Transactions, the amount paid on account of such Intercompany Transactions, the parties to such Intercompany Transactions, and the month-end intercompany gross receivable and gross payable balances between and among Debtors and non-Debtor affiliates and shall provide such matrix on a monthly basis to the advisors for the Committee. The rights of the Committee to (i) seek additional disclosures from the Debtors, including disclosures regarding the terms of specific Intercompany Transactions, and (ii) challenge any Intercompany Transaction, including the way in which they are recorded, are expressly reserved and shall not be prejudiced by entry of this Third Interim Order.

19. ~~18.~~ Nothing contained in the Motion or this ~~Second~~Third 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.

20. ~~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 ~~Second~~Third Interim Order.

21. ~~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.

22. ~~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.

23. ~~22.~~ Notwithstanding the relief granted in this ~~Second~~Third Interim Order and any actions taken pursuant to such relief, nothing in this ~~Second~~Third 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 ~~Second~~Third 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.

24. ~~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.

25. ~~24.~~ 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. ~~25.~~ The final hearing (the "Final Hearing") on the Motion shall be held on May ~~13~~22, 2024, at 10:00 a.m., prevailing Eastern Time. Any objections or responses to entry of a ~~final order~~Final Order on the Motion shall be filed on or before 4:00 p.m., prevailing Eastern Time, on May ~~6~~15, 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 the Committee, Greenberg Traurig, LLP, 77 West Wacker Drive, Suite 3100, Chicago, IL 60601, Attn: Nancy A. Peterman (petermann@gtlaw.com) and Danny Duerdoth (Duerdothd@gtlaw.com); 1000 Louisiana Street, Suite 6700, Houston TX 77002, Attn: Shari L. Heyen (shari.heyen@gtlaw.com); and 222 Delaware Avenue, Suite 1600, Wilmington, DE 19801, Attn: Anthony W. Clark (anthony.clark@gtlaw.com) and Dennis A. Meloro (dennis.meloro@gtlaw.com). If no objections are filed to the Motion, the Court may enter a Final Order without further notice or a hearing.

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

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

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

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

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

Schedule 1

Cash Flow Schematic

[Intentionally Omitted]

Schedule 2**Bank Accounts**

Account Entity/Facility¹	Bank	Full Account Number	03/27/24 Balance (\$)
* ALEDO HCO, LLC	PNC Bank	4703292837	704.00
* ALEDO HCO, LLC	PNC Bank	4703292255	-
ALEDO HCO, LLC	PNC Bank	4703293709	7,127.67
* ARCOLA HCO, LLC	PNC Bank	4703292896	6,440.00
* ARCOLA HCO, LLC	PNC Bank	4703292327	-
ARCOLA HCO, LLC	PNC Bank	4703293768	6,967.62
* ASPEN HCO, LLC	PNC Bank	4703292941	-
* ASPEN HCO, LLC	PNC Bank	4703292386	-
ASPEN HCO, LLC	PNC Bank	4703293813	5,593.51
+ CYE KEWANEE HCO, LLC	BankUnited	9854955542	-
+ CYE KEWANEE HCO, LLC	BankUnited	9854955550	-
+ CYE KNOXVILLE HCO, LLC	BankUnited	9854957219	-
+ CYE KNOXVILLE HCO, LLC	BankUnited	9854957227	-
+ CYE MONMOUTH HCO, LLC	BankUnited	9854955593	-
+ CYE MONMOUTH HCO, LLC	BankUnited	9854955607	-
+ EL PASO, HCO, LLC	BankUnited	9854955887	-
+ EL PASO, HCO, LLC	BankUnited	9854955860	-
+ EL PASO, HCO, LLC	BankUnited	9854955895	-
+ FLANAGAN HCO, LLC	BankUnited	9854955976	-
+ FLANAGAN HCO, LLC	BankUnited	9854955968	-
+ FLANAGAN HCO, LLC	BankUnited	9854955992	-
+ LEGACY HCO, LLC	BankUnited	9854956980	-
+ LEGACY HCO, LLC	BankUnited	9854956948	-
+ LEGACY HCO, LLC	BankUnited	9854957111	-

¹ 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 "-" have been closed.

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

Account Entity/Facility ¹	Bank	Full Account Number	03/27/24 Balance (\$)
+ MARIGOLD HCO, LLC	BankUnited	9854956808	-
+ MARIGOLD HCO, LLC	BankUnited	9854956751	-
+ MARIGOLD HCO, LLC	BankUnited	9854956824	-
+ POLO HCO, LLC	BankUnited	9854957286	-
+ POLO HCO, LLC	BankUnited	9854957251	-
+ POLO HCO, LLC	BankUnited	9854957294	-
- XCH, LLC	BankUnited	9855003650	-
* BEMENT HCO, LLC	PNC Bank	4703293004	-
* BEMENT HCO, LLC	PNC Bank	4703292431	-
BEMENT HCO, LLC	PNC Bank	4703293872	5,594.28
* BETTY'S GARDEN HCO, LLC	PNC Bank	4703293207	-
BETTY'S GARDEN HCO, LLC	PNC Bank	4703294074	5,717.08
* CASEY HCO, LLC	PNC Bank	4703293063	8,050.00
* CASEY HCO, LLC	PNC Bank	4703292503	-
CASEY HCO, LLC	PNC Bank	4703293944	3,700.81
* COLLINSVILLE HCO, LLC	PNC Bank	4703293135	-
* COLLINSVILLE HCO, LLC	PNC Bank	4703292562	-
COLLINSVILLE HCO, LLC	PNC Bank	4703294007	3,709.20
* CYE BRADFORD HCO, LLC	PNC Bank	4703293194	-
CYE BRADFORD HCO, LLC	PNC Bank	4703294066	8,380.50
* CYE BUSHNELL HCO, LLC	PNC Bank	4703293258	-
CYE BUSHNELL HCO, LLC	PNC Bank	4703294138	4,912.26
* CYE SULLIVAN HCO, LLC	PNC Bank	4703293311	20,066.80
* CYE SULLIVAN HCO, LLC	PNC Bank	4703292634	-
CYE SULLIVAN HCO, LLC	PNC Bank	4703294197	2,463.39
* CYE WALCOTT HCO, LLC	PNC Bank	4703293389	-
CYE WALCOTT HCO, LLC	PNC Bank	4703292298	2,780.11
* VILLAGE KEWANEE HCO, LLC	PNC Bank	4703292909	-
VILLAGE KEWANEE HCO, LLC	PNC Bank	4703293776	1,639.96
* DECATUR HCO, LLC	PNC Bank	4703293442	-
* DECATUR HCO, LLC	PNC Bank	4703292693	-
DECATUR HCO, LLC	PNC Bank	4703292351	4,141.80
* EASTVIEW HCO, LLC	PNC Bank	4703293506	10,527.30
* EASTVIEW HCO, LLC	PNC Bank	4703292757	-
EASTVIEW HCO, LLC	PNC Bank	4703292415	2,827.85
* EFFINGHAM HCO, LLC	PNC Bank	4703293565	-
* EFFINGHAM HCO, LLC	PNC Bank	4703292829	-
EFFINGHAM HCO, LLC	PNC Bank	4703292474	5,332.47
PETERSEN FARMER CITY, LLC	CIBC	2215902	24,238.99
* PETERSEN HEALTH CARE FARMER CITY LLC	PNC Bank	4703293936	6,384.23
* PETERSEN HEALTH CARE - FARMER CITY, LLC	PNC Bank	4703293186	-
PETERSEN HEALTH CARE - FARMER CITY, LLC	PNC Bank	4703292853	1,822.20

Account Entity/Facility¹	Bank	Full Account Number	03/27/24 Balance (\$)
* HAVANA HCO, LLC	PNC Bank	4703293637	2,175.00
* HAVANA HCO, LLC	PNC Bank	4703292888	-
HAVANA HCO, LLC	PNC Bank	4703292546	4,549.10
* PETERSEN MANAGEMENT COMPANY, LLC	Huntington	01038339920	-
PETERSEN MANAGEMENT COMPANY, LLC	Huntington	01038339959	4,185.18
PETERSEN HEALTH CARE II, INC.	Huntington	01030364391	-
PETERSEN HEALTH CARE II, INC.	Huntington	01038339797	3,878.30
PETERSEN HEALTH CARE – ILLINI, LLC	CIBC	2215910	25,051.87
* KEWANEE HCO, LLC	PNC Bank	4703293696	-
* KEWANEE HCO, LLC	PNC Bank	4703292933	-
KEWANEE HCO, LLC	PNC Bank	4703292618	370.39
* LEBANON HCO, LLC	PNC Bank	4703293741	4,395.00
* LEBANON HCO, LLC	PNC Bank	4703292992	-
LEBANON HCO, LLC	PNC Bank	4703292677	5,605.97
* MCLEANSBORO HCO, LLC	PNC Bank	4703293805	527.00
* MCLEANSBORO HCO, LLC	PNC Bank	4703293055	-
MCLEANSBORO HCO, LLC	PNC Bank	4703292722	5,824.20
MIDWEST HEALTH OPERATIONS, LLC	CIBC	2314691	66,394.00
* MIDWEST HEALTH OPERATIONS, LLC	PNC Bank	4703292589	-
* NORTH AURORA HCO, LLC	PNC Bank	4703293864	8,752.80
* NORTH AURORA HCO, LLC	PNC Bank	4703293127	-
NORTH AURORA HCO, LLC	PNC Bank	4703292781	1,978.00
* PETERSEN HEALTH BUSINESS, LLC	PNC Bank	4703293573	-
* PETERSEN HEALTH BUSINESS, LLC	PNC Bank	4703292706	-
PETERSEN HEALTH BUSINESS, LLC	PNC Bank	4703292482	1,970.20
PETERSEN HEALTH CARE, INC.	CIBC	2314609	935,998.73
PETERSEN HEALTH CARE, INC.	CIBC	2450304	16,307.82
- PETERSEN HEALTH CARE II, INC.	PNC Bank	4703293071	-
- PETERSEN HEALTH CARE II, INC.	PNC Bank	4703292263	-
- PETERSEN HEALTH CARE II, INC.	PNC Bank	4703293952	-
PETERSEN HEALTH CARE MANAGEMENT, LLC	CIBC	2305113	665,916.36
* PETERSEN HEALTH NETWORK, LLC	CIBC	2753898	-
* PETERSEN HEALTH NETWORK, LLC	CIBC	2640538	-
PETERSEN HEALTH NETWORK, LLC	CIBC	2722852	143,499.17
PETERSEN HEALTH NETWORK, LLC	PNC Bank	4703293645	-
PETERSEN HEALTH NETWORK, LLC	PNC Bank	4703292765	78,178.86
PETERSEN HEALTH NETWORK, LLC	PNC Bank	4703292554	-
* PETERSEN HEALTH PROPERTIES, LLC	CIBC	2340820	5,755.02
* PETERSEN HEALTH PROPERTIES, LLC	CIBC	2341868	-
PETERSEN HEALTH PROPERTIES, LLC	CIBC	7709142	329,761.34
* PETERSEN HEALTH QUALITY, LLC	CIBC	2341842	-

Account Entity/Facility¹	Bank	Full Account Number	03/27/24 Balance (\$)
PETERSEN HEALTH QUALITY, LLC	CIBC	7709134	1,802.73
* PETERSEN HEALTH QUALITY, LLC	PNC Bank	4703292511	-
PETERSEN HEALTH SYSTEMS, INC.	CIBC	2215986	132,070.34
* PETERSEN HEALTH & WELLNESS, LLC	CIBC	2341800	-
PETERSEN HEALTH & WELLNESS, LLC	CIBC	7709126	22,607.16
* PETERSEN HEALTH & WELLNESS, LLC	PNC Bank	4703292458	-
* PIPER HCO, LLC	PNC Bank	4703293995	-
* PIPER HCO, LLC	PNC Bank	4703293231	-
PIPER HCO, LLC	PNC Bank	4703292917	1,385.04
* PLEASANT VIEW HCO, LLC	PNC Bank	4703294058	-
* PLEASANT VIEW HCO, LLC	PNC Bank	4703293303	-
PLEASANT VIEW HCO, LLC	PNC Bank	4703292976	799.36
* PRAIRIE CITY HCO, LLC	PNC Bank	4703294111	-
* PRAIRIE CITY HCO, LLC	PNC Bank	4703293362	-
PRAIRIE CITY HCO, LLC	PNC Bank	4703293039	1,109.93
SJL HEALTH SYSTEMS, INC.	CIBC	2215944	69,429.91
* ROBINGS HCO, LLC	PNC Bank	4703294189	12,587.00
* ROBINGS HCO, LLC	PNC Bank	4703293434	-
ROBINGS HCO, LLC	PNC Bank	4703293098	1,361.65
PETERSEN HEALTH CARE – ROSEVILLE, LLC	CIBC	2252027	119,614.04
* ROSICLARE HCO, LLC	PNC Bank	4703292271	-
* ROSICLARE HCO, LLC	PNC Bank	4703293493	-
ROSICLARE HCO, LLC	PNC Bank	4703293151	6,506.87
* ROYAL HCO, LLC	PNC Bank	4703292343	113,603.76
* ROYAL HCO, LLC	PNC Bank	4703293557	-
ROYAL HCO, LLC	PNC Bank	4703293215	4,063.04
* SABL, LLC	CIBC	2691337	5,000.00
* SABL, LLC	PNC Bank	4703292626	-
SABL, LLC	PNC Bank	4703292685	9,074,259.97
* SHANGRI LA HCO, LLC	PNC Bank	4703292407	13,915.00
* SHANGRI LA HCO, LLC	PNC Bank	4703293629	-
SHANGRI LA HCO, LLC	PNC Bank	4703293274	4,792.11
* SHELBYVILLE HCO, LLC	PNC Bank	4703292466	139.00
* SHELBYVILLE HCO, LLC	PNC Bank	4703293688	-
SHELBYVILLE HCO, LLC	PNC Bank	4703293346	2,589.20
* SULLIVAN HCO, LLC	PNC Bank	4703292538	43,498.00
* SULLIVAN HCO, LLC	PNC Bank	4703293733	-
SULLIVAN HCO, LLC	PNC Bank	4703293418	5,539.37
* SWANSEA HCO, LLC	PNC Bank	4703292597	-
* SWANSEA HCO, LLC	PNC Bank	4703293792	-
SWANSEA HCO, LLC	PNC Bank	4703293477	4,203.66
* TARKIO HCO, LLC	PNC Bank	4703292669	-
* TARKIO HCO, LLC	PNC Bank	4703293856	-
TARKIO HCO, LLC	PNC Bank	4703293522	4,811.63

Account Entity/Facility¹	Bank	Full Account Number	03/27/24 Balance (\$)
* TUSCOLA HCO, LLC	PNC Bank	4703292714	26,027.91
* TUSCOLA HCO, LLC	PNC Bank	4703293928	-
TUSCOLA HCO, LLC	PNC Bank	4703293581	6,094.59
* TWIN HCO, LLC	PNC Bank	4703292773	39,711.00
* TWIN HCO, LLC	PNC Bank	4703293987	-
TWIN HCO, LLC	PNC Bank	4703293653	562.03
* VANDALIA HCO, LLC	PNC Bank	4703292845	17,589.00
* VANDALIA HCO, LLC	PNC Bank	4703294031	-
VANDALIA HCO, LLC	PNC Bank	4703293717	5,499.08
* WATSEKA HCO, LLC	PNC Bank	4703292968	-
* WATSEKA HCO, LLC	PNC Bank	4703294103	-
WATSEKA HCO, LLC	PNC Bank	4703293821	4,435.13
* WESTSIDE HCO, LLC	PNC Bank	4703293012	24,709.08
* WESTSIDE HCO, LLC	PNC Bank	4703294162	-
WESTSIDE HCO, LLC	PNC Bank	4703293899	7,015.79
- XCH, LLC	PNC Bank	4703293426	-
XCH, LLC	PNC Bank	4703293485	67.93
PETERSEN HEALTH CARE, INC.	First Midwest Bank & Trust	1839083	200.00
CYE Girard HCO, LLC	Hickory Point Bank	3634578	23,084.58
+ CYE Kewanee HCO, LLC	PNC Bank	4703292802	-
+ CYE Knoxville HCO, LLC	PNC Bank	4703292802	-
+ CYE Monmouth HCO, LLC	PNC Bank	4703292802	-
+ El Paso, HCO, LLC	PNC Bank	4703292802	-
+ Flanagan HCO, LLC	PNC Bank	4703292802	-
# JLP Systems INC dba New Horizons Day Care	People's	1096199	400.00
# JLP Systems INC dba New Horizons Day Care	CIBC	2215994	31,112.40
+ Legacy HCO, LLC	PNC Bank	4703292802	-
+ Marigold HCO, LLC	PNC Bank	4703292802	-
- Petersen Health & Wellness, LLC	CIBC	2341818	-
Petersen Health Care VII, LLC	CIBC	2215928	2,290.47
- Petersen Health Care VII, LLC	PNC Bank	4703294146	-
- Petersen Health Care VII, LLC	PNC Bank	4703293266	-
- Petersen Health Care VII, LLC	PNC Bank	4703292394	-
Petersen Health Enterprises, LLC	CIBC	2451743	3.98
Petersen Health Enterprises, LLC	PNC Bank	4703292423	-
Petersen Health Enterprises, LLC	PNC Bank	4703292642	-
Petersen Health Enterprises, LLC	PNC Bank	4703293514	-
Petersen Health Group, LLC	CIBC	2456868	-
- Petersen Health Group, LLC	CIBC	2488930	-
Petersen Health Group, LLC	PNC Bank	4703292335	-
- Petersen Health Group, LLC	PNC Bank	4703293143	-

Account Entity/Facility¹	Bank	Full Account Number	03/27/24 Balance (\$)
- Petersen Health Group, LLC	PNC Bank	4703294015	-
- Petersen Health Quality, LLC	CIBC	2341850	-
Petersen Health Care Management, LLC	Better Banks	1093800	16,608.14
Petersen MT, LLC	Huntington	01038339962	0.67
# Petersen MT2, LLC	CIBC	3346401	61.78
Petersen MT3, LLC	CIBC	3340066	47.78
PETERSEN HEALTH CARE II, INC	CIBC	7723023	20,897.89
* PETERSEN MANAGEMENT COMPANY, LLC	CIBC	1051601	-
* PETERSEN MANAGEMENT COMPANY, LLC	CIBC	1079212	-
PETERSEN MANAGEMENT COMPANY, LLC	CIBC	7723015	101,837.88
+ Polo HCO, LLC	PNC Bank	4703293354	-

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