

**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

Objection Deadline: July 1, 2024 at 4:00 p.m. (ET)

Hearing Date: July 30, 2024 at 10:00 a.m. (ET)

**DEBTORS' APPLICATION FOR
ENTRY OF AN ORDER AUTHORIZING THE DEBTORS TO EMPLOY
AND RETAIN RUBINBROWN, LLP AS ACCOUNTING SERVICES PROVIDER,
EFFECTIVE AS OF MAY 29, 2024**

The above-captioned debtors and debtors in possession (each, a “Debtor” and, collectively, the “Debtors”) hereby submit this application (this “Application”) for entry of an order, substantially in the form attached hereto as **Exhibit A** (the “Proposed Order”), pursuant to sections 327(a), 328(a), and 1107(b) of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the “Bankruptcy Code”), Rules 2014(a) and 2016 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Rules 2014-1 and 2016-2 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “Local Rules”), (i) authorizing the Debtors to employ and retain RubinBrown, LLP (“RB”) to serve as the Debtors’ accounting services provider, effective as of May 29, 2024, in accordance with the terms and conditions of that certain engagement letter between RB and the Debtors, dated May 29, 2024 (the “Engagement Letter”), a copy of which is attached as Exhibit 1 to the Proposed Order and is

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.



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incorporated by reference herein; and (ii) granting such other and further relief as the Court deems just and proper. In support of this Application, the Debtors submit the declaration of Michael Shapow (the “Shapow Declaration”), which is attached hereto as **Exhibit B**, and respectfully state as follows:

JURISDICTION AND VENUE

1. The United States Bankruptcy Court for the District of Delaware (the “Court”) has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware*, dated February 29, 2012 (the “Amended Standing Order”). Pursuant to Local Rule 9013-1(f), the Debtors consent to the entry of a final order by the Court in connection with this Application if it is determined that the Court would lack Article III jurisdiction to enter such final judgment or order absent consent of the parties.

2. This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

3. The statutory bases for the relief requested by this Application are sections 327(a), 328(a), and 1107(b) of the Bankruptcy Code, Bankruptcy Rules 2014 and 2016, and Local Rules 2014-1 and 2016-2.

BACKGROUND

4. On March 20, 2024 (the “Petition Date”), the Debtors each commenced with the Court a voluntary case (the “Chapter 11 Cases”) under the Bankruptcy Code. The Debtors, with the exception of some inactive entities, are authorized to operate their businesses and manage their properties as debtor-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

5. On April 9, 2024, the Office of the United States Trustee for the District of Delaware (the “U.S. Trustee”) appointed the official committee of unsecured creditors (the “Committee”). On April 16, 2024, the U.S. Trustee appointed a patient care ombudsman [Docket No. 160] (the “Patient Care Ombudsman”) in these Chapter 11 Cases. No trustee or examiner has been appointed in these Chapter 11 Cases.

6. The factual background regarding the Debtors, including their business operations, capital and debt structure, and the events leading to the filing of these Chapter 11 Cases, is set forth in more detail in the *Declaration of David R. Campbell in Support of the Debtors’ Chapter 11 Petitions and First Day Pleadings* [Docket No. 44] (the “First Day Declaration”).²

RELIEF REQUESTED

7. By this Application, the Debtors seek entry of the Proposed Order authorizing the Debtors to (i) employ and retain RB to serve as the Debtors’ accounting services provider, in accordance with the terms and conditions of the Proposed Order and the Engagement Letter; and (ii) granting such other and further relief as the Court deems just and proper.

RUBINBROWN, LLP’S QUALIFICATIONS

8. In consideration of the complexity of their businesses, as well as the exigent circumstances of the Chapter 11 Cases, the Debtors have determined that the services of an experienced accounting services provider will substantially enhance their attempts to maximize the value of the estates. The Debtors are familiar with the professional standing and reputation of RB. RB is well qualified to provide accounting services to the Debtors. RB is recognized for its experience in providing these services to large and complex business entities. Moreover, RB and

² Capitalized terms not otherwise defined shall have the meaning ascribed in the First Day Declaration or the Engagement Letter, as applicable.

its senior professionals have extensive experience providing accounting services as part of reorganization and restructuring of distressed companies, both out-of-court and in chapter 11 cases.

9. Accordingly, the Debtors propose to engage RB as an accounting services provider in the Chapter 11 Cases and respectfully submit that RB's retention is in the best interests of the Debtors, their estates, and other parties-in-interest.

SERVICES TO BE PROVIDED

10. On May 29, 2024, the Debtors and RB entered into the Engagement Letter, which governs the relationship between them. As set forth in further detail in the Engagement Letter, RB has agreed to provide certain accounting services (the "Services") to the Debtors in connection with the Chapter 11 Cases. A brief description of each of the Services is summarized below and fully described in the Engagement Letter³:

- Assist the Debtors in preparing general ledger, financial reconciliations, and monthly financial statements through April 2024. Such work includes, without limitation, review and analysis of the Debtors' books and records, assist the Debtors in reconciling the Debtors' accounts, provide guidance to the Debtors as to the management and entry of information into the Debtors' various accounting programs (including, without limitation, Sage and Point Click Care), and any other information necessary to perform such reconciliations.
- Advise the Debtors as to resolution of any open issues affecting the Debtors' books and records.
- Periodic reporting to the Debtors as to progress.
- Meet with the Debtors and/or their professionals, and other parties at the Debtors' request, to assist in furtherance of RB's charge.

³ The summaries of certain terms of the Engagement Letter herein are qualified in their entirety by reference to the provisions of the Engagement Letter itself. To the extent there is any discrepancy between the summaries contained in this Application and the terms of the Engagement Letter, the terms of the Engagement Letter shall control.

NO DUPLICATION OF SERVICES

11. The Debtors intend for RB's Services to complement, not duplicate, the services rendered by any other professional retained in the Chapter 11 Cases. RB understands that the Debtors have retained, and may yet retain, additional professionals during the term of the engagement, and agrees to work cooperatively with such professionals to integrate any respective work conducted by the professionals on behalf of the Debtors. RB is providing distinct services as set forth in the Engagement Letter and such services are not expected to duplicate those to be provided by any other professionals.

RUBINBROWN, LLP'S DISINTERESTEDNESS

12. As set forth in the Engagement Letter and Shapow Declaration, RB has represented to the Debtors that it is not engaged by and will not become engaged by any parties in connection with any matter that would be adverse to the Debtors arising from, or related to, the Chapter 11 Cases, except as may be disclosed in the Shapow Declaration.

13. To the best of the Debtors' knowledge, information, and belief, and except to the extent disclosed herein and in the Shapow Declaration and the exhibits thereto: (a) RB is a "disinterested person" within the meaning of section 101(14) of the Bankruptcy Code, as required by section 327(a) of the Bankruptcy Code and does not hold or represent an interest adverse to the Debtors' estates and (b) RB has no connection to the Debtors, their creditors, the U.S. Trustee, or any other party with an actual or potential interest in the Debtors' case or their attorneys or other professionals. To the extent that any new relevant facts or relationships bearing on the matters described herein during the period of the Debtors' retention are discovered or arise, RB will use reasonable efforts to file promptly a supplemental declaration, as required by Bankruptcy Rule 2014(a).

14. During the ninety days before the Petition Date, the Debtors did not make any payments to RB. RB did not have any form of retainer as of the Petition Date. As of the Petition Date, the Debtors do not owe RB any amounts for Services rendered before the Petition Date.

PROFESSIONAL COMPENSATION AND REIMBURSEMENT OF EXPENSES

15. Sections 327(a) and 328(a) of the Bankruptcy Code authorize the employment of a professional person on any reasonable terms and conditions of employment, including on an hourly basis. See 11 U.S.C. §§ 327(a) and 328(a). RB intends to apply for compensation for the Services rendered in connection with these Chapter 11 Cases subject to the approval of this Court and in compliance with applicable provisions of the Bankruptcy Code, Bankruptcy Rules, Local Rules, any order of this Court, and the *Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed under 11 U.S.C. § 330* (the “U.S. Trustee Guidelines”) on an hourly basis, plus reimbursement of actual, necessary expenses and other charges incurred by RB.

16. Subject to the Court’s approval and pursuant to the terms and conditions of the Engagement Letter, the Debtors intend to compensate RB for the Services rendered in the Chapter 11 Cases based on the time that its professionals spend performing such Services. The current hourly rates, by professional, are as follows:

Professional	Role	Rates as of July 1, 2023	Rates as of July 1, 2024
Michael Shapow	Partner/Project Oversight	\$500 reduced from \$585	\$500 reduced from \$614 ⁴
Gary Grossman	Project Lead	\$284	\$300, reduced from \$325 ⁵
Nick Simons	Forensic Accountant	\$291	\$308
Aymen Suleiman	ERP Consultant	\$214	\$225
David Haronik	ERP Manager	\$382	\$401
Dan Gaffney	Internal Audit Manager	\$382	\$401

⁴ RB customarily reduces its standard rates for senior professionals serving on bankruptcy related engagements.

⁵ RB customarily reduces its standard rates for senior professionals serving on bankruptcy related engagements.

As noted above, RB's hourly rates are subject to adjustment on an annual basis as of July 1 of each year. Therefore, both the 2023 rates and 2024 rates are shown above. Other professionals may assist from time to time as circumstances dictate and a range of rates are included in the Engagement Letter. The rates of team members that may assist in this matter are as follows:

Title	Hourly Rates
Partner	\$325.00 – \$675.00
Manager	\$275.00 – \$500.00
Senior Accountant	\$225.00 – \$275.00
Staff Accountant	\$150.00 – \$225.00
Administrative	\$150

17. RB's fees are exclusive of taxes or similar charges, as well as customs, duties, or tariffs imposed in respect of the Services, all of which the Debtors shall pay (other than taxes imposed on RB's income generally).

18. In addition to the hourly rates set forth above, the Debtors and RB have agreed that RB shall be reimbursed for any reasonable direct expenses incurred in connection with RB's retention in the Chapter 11 Cases and the performance of the Services set forth in the Engagement Letter, including all potential value-added taxes (VAT), sales taxes, and other indirect taxes. RB's direct expenses shall include, but not be limited to, reasonable and customary out-of-pocket expenses for items such as travel, meals, accommodations, the fees or reasonable expenses of RB's legal counsel related to RB's engagement, and other expenses including taxes and related administrative costs that result from billing arrangements that are requested by the Debtors.

19. If RB is requested or authorized by the Debtors, or is required by government regulation, subpoena, or other legal process, to produce its documents or personnel as witnesses with respect to the Services or the Engagement Letter, the Debtors would, so long as RB is not a party to the proceeding in which the information is sought, reimburse RB for its professionals'

time and expenses, as well as the fees and expenses of RB's legal counsel, incurred in responding to such requests.

20. RB may receive rebates in connection with certain purchases, which are used to reduce charges that RB would otherwise pass on to its clients.

21. The Debtors believe that the fee structure is reasonable and comparable to that generally charged by accounting services providers of similar stature to RB, both in and out of chapter 11. The fee structure as described fully in the Engagement Letter is consistent with RB's normal and customary billing practices for comparably sized and complex cases, both in and out of court. RB and the Debtors submit that the fee structure is fair and reasonable under the standards set forth in section 328(a) of the Bankruptcy Code.

INDEMNIFICATION PROVISIONS

22. The Engagement Letter does not provide for indemnification.

BASIS FOR RELIEF

23. The Debtors seek formal approval of the retention pursuant to sections 327 and 328 of the Bankruptcy Code. Section 327(a) of the Bankruptcy Code provides that a debtor, subject to court approval:

[M]ay employ one or more attorneys, accountants, appraisers, auctioneers, or other professional persons, that do not hold or represent an interest adverse to the estate, and that are disinterested persons, to represent or assist the [debtor] in carrying out the [debtor's] duties under this title.

11 U.S.C. § 327(a). As discussed above and in the Shapow Declaration, RB satisfies the disinterestedness standard in section 327(a) of the Bankruptcy Code. Additionally, section 328(a) of the Bankruptcy Code provides, in relevant part, that debtors "with the court's approval, may employ or authorize the employment of a professional person under section 327. . . on any

reasonable terms and conditions of employment, including on a retainer, on an hourly basis, on a fixed or percentage fee basis, or on a contingent fee basis . . .” 11 U.S.C. § 328(a). Accordingly, section 328 permits the compensation of professionals, including accounting services providers, on more flexible terms that reflect the nature of their services and market conditions.

24. The Debtors respectfully submit that the terms and conditions of the Engagement Letter is fair, reasonable, and market-based under the standards set forth in section 328(a) of the Bankruptcy Code given the issues that RB may be required to address in the performance of the Services and the market prices for RB’s services for engagements of this nature.

25. For reasons previously stated, the Debtors submit that RB’s employment is necessary and in the best interests of the Debtors and their estates. The Services being provided to the Debtors by RB in connection with the Chapter 11 Cases are necessary to assist the Debtors in maximizing the value of the Debtors’ estates for the benefits of all of the Debtors’ stakeholders. The resources, capabilities, and experience of RB in advising the Debtors related to their books and records are critical to these efforts. Moreover, a highly qualified accounting services provider, such as RB, complements the services offered by the Debtors’ other restructuring professionals. Accordingly, the Debtors submit that the Debtors’ retention and employment of RB to provide accounting services in the Chapter 11 Cases is warranted.

NOTICE

26. Notice of this Application has been given to the following parties or, in lieu thereof, to their counsel, if known: (a) the U.S. Trustee; (b) counsel to the Committee; (c) the office of the attorney general for each of the states in which the Debtors operate; (d) United States Attorney’s Office for the District of Delaware; (e) the Internal Revenue Service; (f) the United States Department of Justice; (g) the Prepetition Lenders; (h) the DIP Lender; (i) counsel to the Patient

Care Ombudsman; and (j) any party that has requested notice pursuant to Bankruptcy Rule 2002.

The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

[Remainder of page intentionally left blank]

WHEREFORE, the Debtors respectfully request that the Court enter the Proposed Order, substantially in the form attached hereto as **Exhibit A**, granting the relief requested herein and such other and further relief as the Court may deem just and proper.

Dated: June 17, 2024
Wilmington, Delaware

Respectfully submitted,

SC Healthcare Holding, LLC
(for itself and on behalf of its affiliated
debtors as Debtors and Debtors in
Possession)

/s/ David R. Campbell

Name: David R. Campbell

Title: Chief Restructuring Officer

**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

Objection Deadline: July 1, 2024 at 4:00 p.m. (ET)

Hearing Date: July 30, 2024 at 10:00 a.m. (ET)

NOTICE OF APPLICATION

PLEASE TAKE NOTICE that, on June 17, 2024, the above-captioned debtors and debtors in possession (collectively, the “Debtors”) filed the *Debtors’ Application for Entry of an Order Authorizing the Debtors to Employ and Retain RubinBrown, LLP as Accounting Services Provider, Effective as of May 29, 2024* (the “Application”) with the United States Bankruptcy Court for the District of Delaware (the “Court”).

PLEASE TAKE FURTHER NOTICE that any objections to the Application must be filed on or before **July 1, 2024 at 4:00 p.m. (ET)** (the “Objection Deadline”) with the United States Bankruptcy Court for the District of Delaware, 824 North Market Street, 3rd Floor, Wilmington, Delaware 19801. At the same time, you must serve a copy of the objection upon the undersigned counsel to the Debtors so as to be received on or before the Objection Deadline.

PLEASE TAKE FURTHER NOTICE THAT A HEARING TO CONSIDER THE APPLICATION WILL BE HELD ON July 30, 2024 AT 10:00 A.M. (ET) BEFORE THE HONORABLE THOMAS M. HORAN, UNITED STATES BANKRUPTCY COURT JUDGE FOR THE DISTRICT OF DELAWARE, 824 N. MARKET STREET, 3rd FLOOR, COURTROOM NO. 7, WILMINGTON, DELAWARE 19801.

PLEASE TAKE FURTHER NOTICE THAT, IF YOU FAIL TO RESPOND IN ACCORDANCE WITH THIS NOTICE, THE COURT MAY GRANT THE RELIEF REQUESTED IN THE APPLICATION WITHOUT FURTHER NOTICE OR A HEARING.

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 <https://www.kccllc.net/Petersen>.

Dated: June 17, 2024
Wilmington, Delaware

Respectfully submitted,

**YOUNG CONAWAY STARGATT &
TAYLOR, LLP**

/s/ Shella Borovinskaya

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

*Counsel for the Debtors and Debtors in
Possession*

EXHIBIT A

Proposed 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 (TMH)

Jointly Administered

Ref. Docket No. _____

**ORDER AUTHORIZING THE DEBTORS TO EMPLOY
AND RETAIN RUBINBROWN, LLP AS ACCOUNTING SERVICES PROVIDER,
EFFECTIVE AS OF MAY 29, 2024**

Upon the application (the “Application”)² of the Debtors for entry of an order (this “Order”), pursuant to sections 327(a), 328(a), and 1107(b) of the Bankruptcy Code, Bankruptcy Rules 2014(a) and 2016 of the Bankruptcy Rules, and Local Rules 2014-1 and 2016-2: (i) authorizing the Debtors to employ and retain RubinBrown, LLP (“RB”) to serve as the Debtors’ accounting services provider, effective as of May 29, 2024, in accordance with the terms and conditions of the Engagement Letter, a copy of which is attached hereto as **Exhibit 1** and (ii) granting related relief, all as more fully set forth in the Application; and upon the Shapow Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2), and that this Court may enter a final order consistent with Article III of the United States

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.kcellc.net/Petersen.

² All capitalized terms used but otherwise not defined herein shall have the meanings set forth in the Application.

Constitution; and this Court having found that venue of this proceeding and the Application in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Application is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that notice of the Application was sufficient and the opportunity for a hearing on the Application was appropriate and no other notice need be provided; and this Court having reviewed the Application; and this Court being satisfied, based on the representations made in the Application and the Shapow Declaration, that (i) RB does not hold or represent an interest adverse to the Debtors' estates and (ii) RB is a "disinterested person" as defined in section 101(14) of the Bankruptcy Code as required by section 327(a) of the Bankruptcy Code; and this Court having determined that the legal and factual bases set forth in the Application establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT

1. The Application is GRANTED to the extent provided herein and the provisions set forth in the Engagement Letter (and all attachments thereto) are hereby approved, to the extent provided herein and except as otherwise expressly modified herein to the contrary.

2. The Debtors are authorized to retain and employ RB as their accounting services provider pursuant to sections 327(a) and 328(a) of the Bankruptcy Code, Bankruptcy Rules 2014(a) and 2016, and Local Rules 2014-1 and 2016-1, effective as of the Petition Date, on the terms and conditions set forth in the Engagement Letter, as modified by this Order.

3. RB is a "disinterested person" as defined in section 101(14) of the Bankruptcy Code and as required by section 327(a) of the Bankruptcy Code.

4. The terms of the Engagement Letter are reasonable terms and conditions of employment and are approved in all respects except as limited or modified herein.

5. RB shall use reasonable efforts to avoid any unnecessary duplication of services provided by any of the Debtors' other retained professionals in the Chapter 11 Cases.

6. To the extent the Debtors and RB enter into any additional engagement letters or statements of work, the Debtors will file such engagement letters or statements of work with the Court and serve such engagement letters or statements of work upon the U.S. Trustee. If the U.S. Trustee objects to the additional services to be provided by RB within 14 days of such new engagement letters or statements of work being served, the Debtors will promptly schedule a hearing before the Court. To the extent no related timely objections are filed, such additional engagement letters or statements of work shall be deemed approved pursuant to this Order. All additional services will be subject to the provisions of this Order.

7. Except to the extent set forth herein, the terms of the Engagement Letter, including, without limitation, the Indemnification Provisions set forth therein, are approved, as modified herein.

8. RB shall file a final fee application for allowance of compensation for services rendered and reimbursement of expenses incurred (including, without limitation, the reasonable fees, disbursements and other charges of RB's counsel (which counsel shall not be required to be retained pursuant to section 327 of the Bankruptcy Code or otherwise)) in accordance with sections 330 and 331 of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, any applicable orders of this Court, and the U.S. Trustee Guidelines; *provided*, that in the event that RB seeks reimbursement from the Debtors for attorneys' fees and expenses consistent with the terms of this Order, the invoices and supporting time records from such attorneys shall be included in RB's own

interim and final applications, and they shall be subject to the approval of the Court pursuant to sections 330 and 331 of the Bankruptcy Code. Notwithstanding the foregoing, anything to the contrary in the Application or any of its attachments, or anything to the contrary in the Engagement Letter, RB will not seek reimbursement of any fees incurred defending any of RB's fee applications in the Chapter 11 Cases.

9. In the event of any inconsistency between the Engagement Letter, the Application, and this Order, the terms of this Order shall govern.

10. Notwithstanding anything in the Application or the Engagement Letter to the contrary, RB shall (i) to the extent that RB uses the services of independent contractors, subcontractors, or employees of foreign affiliates or subsidiaries (collectively, the "Contractors") in these Chapter 11 Cases, RB shall pass through the cost of such Contractors to the Debtors at the same rate that RB pays the Contractors, (ii) seek reimbursement for actual costs only. The Debtors shall ensure that any such Contractors are subject to the same conflict checks as required for RB and that they shall file with this Court such disclosures as required by Bankruptcy Rule 2014.

11. Notice of the Application is adequate under Bankruptcy Rule 6004(a).

12. Notwithstanding the possible applicability of Bankruptcy Rules 6004(h) and 9014 or otherwise, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

13. The Debtors are authorized to take all action necessary to effectuate the relief granted in this Order.

14. Notwithstanding any provision to the contrary in the Application or the Engagement Letter, this Court shall retain jurisdiction to hear and to determine all matters arising from or related to implementation of this Order.

Exhibit 1

Engagement Letter



225 West Wacker Drive
Suite 1700
Chicago, IL 60606

T: 312.425.1099
E: info@rubinbrown.com
www.RubinBrown.com

CERTIFIED PUBLIC ACCOUNTANTS & BUSINESS CONSULTANTS

May 29, 2024

David Campbell
Chief Restructuring Officer
Petersen Health Care Management, LLC
830 W Trailcreek Drive
Peoria, IL 61614

Dear David:

We appreciate the opportunity to be of service to Petersen Health Care Management, LLC (“Petersen,” “Client” or “Company”). This letter (“Letter”) sets forth the services that RubinBrown LLP, (“RubinBrown”) will provide to you. In order to better understand each party’s obligations, the terms “we”, “us” and “our” refer to RubinBrown and the terms “you”, “your” and “management” refer to Petersen Health Care Management, LLC. Your engagement of RubinBrown shall be governed by the terms of this Letter and the attached RubinBrown Engagement Terms.

Project Objectives

The purpose of this project is to provide guidance to assist you in preparing general ledger, bank reconciliations and monthly financial statements through April 2024. Specifically,

1. Cash bank/GL reconciliations – March 2024 to present;
2. Journal entry posting for all cash reconciliations for 2022 to present;
3. General ledger account reconciliations (intercompany loans, prepaid/accrued management fees, prepaid insurance, real estate taxes);
4. Journal entries to match A/R Agings from resident billing system (PCC) to general ledger (Sage); and
5. Loan journal entries (loans/purchases that have been recorded, monthly loan entries).

Project Approach

RubinBrown will use the following approach:

1. Prepare for and conduct a project kick-off meeting with the Petersen and Getzler Henrich teams
2. Review the following:
 - a. 2022 audited financial statements
 - b. 2023 year-end financial statements

- c. Bank reconciliations for January through March, 2024
 - d. Journal entries for cash receipts transactions for the current and prior year
 - e. General ledger account reconciliations for intercompany loans, prepaid/accrued management fees, prepaid insurance, real estate taxes, and other assets as directed by your Controller
 - f. Accounts receivable aging report compared to your billing system (PCC) to the Sage general ledger
 - g. Loan journal entries (loans/purchases that have been recorded and monthly loan entries)
3. Develop a plan to reconcile the open issues
 4. Provide guidance to management on what transactions should be entered into Sage
 5. Make recommendations to streamline the integration of PCC transactions to Sage
 6. Report project progress periodically, at least once a week, and then as needed

Project Scope and Assumptions

- Petersen will provide adequate space and internet connectivity for RubinBrown consultants when on-site
- Management will allocate sufficient time and internal resources to participate, as required throughout the project
- Petersen will ensure we have review-only access to your Sage accounting system
- Petersen will ensure we have remote access to your billing and accounts receivable system and the related Excel files used to reconcile the cash receipts
- Petersen will provide electronic access to your bank statements to be used for reconciliation purposes
- Petersen will ensure data back-ups are performed at least daily

Out of Scope

Preparing tax returns is not included in this engagement. RubinBrown is capable of and interested in providing tax return preparation services and can be engaged in doing so upon executing a separate mutually agreed upon engagement letter.

Management Responsibilities

You are responsible for:

- Making all management decisions and performing all management functions
- Designating a qualified management-level individual to oversee the services we provide
- Evaluating the adequacy and results of the services performed
- Establishing and maintaining internal controls, including ongoing monitoring activities
- Ensuring your team enters the correct journal entries into the general ledger system

You and your management team will be fully and solely responsible for applying independent business judgment with respect to the services and work product provided by us, to make implementation decisions, if any, and to determine further courses of action with respect to any matters addressed in any advice,

recommendations, services, reports or other work product or deliverables to you. The parties hereby acknowledge that in performing its services, we cannot act in the role of management or as your employee or be identified as such.

We understand that you will provide us with (1) access to relevant information and personnel, (2) additional information that we may reasonably request to complete our engagement and (3) access to persons with the organization from whom we reasonably determine it necessary to obtain information.

We are not responsible for electronically hosting, storing or maintaining any of your original financial or non-financial information (or sole copies). You are expected to retain all financial and non-financial information including, but not limited to, anything you upload to a portal and are responsible for downloading and retaining anything we upload to a portal or transmit to you in a different manner. Portals are only meant as a method of transferring data and are not intended for the storage of your information.

Timing and Professional Fees

We understand your goal is to substantially complete this work within six to eight weeks from commencement. RubinBrown will invoice Petersen on a time and materials basis at our current hourly billing rates plus our out-of-pocket expenses and travel time incurred on your behalf. We propose the following team at their current hourly rates as follows:

Professional	Role	Rates as of July 1, 2023	Rates as of July 1, 2024
Michael Shapow	Partner/Project Oversight	\$500 reduced from \$585	\$500 reduced from \$614 ¹
Gary Grossman	Project Lead	\$284	\$300, reduced from \$325 ²
Nick Simons	Forensic Accountant	\$291	\$308
Aymen Suleiman	ERP Consultant	\$214	\$225
David Haronik	ERP Manager	\$382	\$401
Dan Gaffney	Internal Audit Manager	\$382	\$401

As noted above, RB's hourly rates are subject to ordinary course adjustments on an annual basis as of July 1 of each year. Therefore, both the 2023 rates and 2024 rates are shown above. Other professionals may assist from time to time as circumstances dictate. The rates of team members that may assist in this matter are as follows:

Title	Hourly Rates
Partner	\$325.00 – \$675.00
Manager	\$275.00 – \$500.00
Senior Accountant	\$225.00 – \$275.00
Staff Accountant	\$150.00 – \$225.00
Administrative	\$150

These rates are subject to rate changes based on our rate increases adjusted in the ordinary course of business (as noted above, typically on an annual basis as of July 1 of each year). Our fees are not contingent on our engagement.

We will pause our work after two weeks to assess our progress and discuss our estimates to complete

¹ RubinBrown customarily reduces its standard rates for senior professionals serving on bankruptcy related engagements.

² RubinBrown customarily reduces its standard rates for senior professionals serving on bankruptcy related engagements.

the work.

Billing Terms

Periodically we will prepare, and send to your attention, a fee summary and invoice for our services. It is our understanding that you, with the assistance of your other professionals, will prepare a fee application and apply to the United States Bankruptcy Court for the District of Delaware ("Bankruptcy Court") for the allowance of compensation and reimbursement of expenses.

Notwithstanding anything to the contrary contained herein, payment of our invoices will be subject to the approval of the Court and paid in accordance with the Bankruptcy Code, and the Local Bankruptcy Rules, and any disputes regarding the engagement shall be adjudicated by the Bankruptcy Court.

Payment for all fees approved by the Bankruptcy Court will be the sole responsibility of the Debtors' estate.

Conflict of Interest

As part of RubinBrown's Risk Management process, we have completed a Conflict of Interest check within the firm. The results of the initial check identified did not reveal any situations that could cause a conflict. However, as new information comes to light, this could change that situation. As a result, if there is a change of any of the parties to this matter, including a substitution of legal counsel by any party, please inform us immediately so that we may check for potential conflicts of interest.

If during the course of our engagement we encounter circumstances which we believe may create a conflict of interest or conflict with the ethical standards of our profession or our firm, we will inform you of our concerns. If these concerns cannot be adequately addressed to our satisfaction, or we are compelled to do so by professional standards, we may withdraw from the engagement with approval from the Bankruptcy Court.

Engagement Terms

Attached hereto as Exhibit A is an additional statement of terms regarding our engagement titled, *RubinBrownLLP ("RubinBrown") Engagement Terms* (hereinafter "RubinBrown Engagement Terms"). The RubinBrown Engagement Terms are hereby incorporated by reference and the contents of this Letter.

Procedures

The RubinBrown procedures for this engagement are located in Exhibit B of this document.

To begin this important project, please sign a copy of this letter and return it to me. We look forward to working with you and developing a mutually benefitting professional relationship.

Sincerely,

RubinBrown LLP



Michael Shapow

Partner

Business Advisory Services

Direct Dial: 312.805.1554

E-mail: michael.shapow@rubinbrown.com

Enclosures

Exhibit A – RubinBrown LLP Engagement Terms

Exhibit B – Procedures

PROJECT AUTHORIZATION

By signing below, the signatory further represents and warrants that she/he is authorized to approve the terms of this engagement on behalf of the Client and you acknowledge that you have read, understood, and agreed to the terms as set forth in this Letter and in the RubinBrown Engagement Terms.

Petersen Health Care Management, LLC

Approved By: David Campbell
(I have the authority to sign for this project)

Name: David R Campbell

Title: Chief Restructuring Officer

Date: May 29, 2024

EXHIBIT A - RUBINBROWN LLP ENGAGEMENT TERMS

These Engagement Terms (the "Terms") and the engagement letter (the "Letter") incorporating the Terms (the Terms and Letter are hereinafter collectively referred to as the "Agreement"), entered into by and between RubinBrown LLP ("RubinBrown") and Client, set forth the terms and conditions of RubinBrown's engagement with Client (the "Engagement"). These Terms shall also apply to any additional work that Client requests RubinBrown to perform unless a separate engagement letter is entered into by and between RubinBrown and Client for such additional work.

1. **Agreed Upon Scope of Work/Services.** RubinBrown shall be obligated only for the work product and deliverables specified in the Letter (the "Services"), and only for changes in such scope that are set forth in writing and duly executed by the parties hereto. Unless expressly provided for in the Letter, RubinBrown's Services do not include giving testimony, appearing or participating in any discovery proceedings, administrative hearings, court, or other legal or regulatory inquiries or proceedings and, in the event RubinBrown later agrees to perform such additional services, RubinBrown will charge and Client shall pay RubinBrown's customary fee for such services pursuant to RubinBrown's billing terms as outlined in paragraph 3 herein.

2. **Period Covered/Term and Termination.** This engagement letter covers the period beginning on the date the described Services begin (the "Effective Date") and ending on the date all such Services have been completed unless earlier terminated pursuant to order of the Bankruptcy Court.

3. **Client's Cooperation, Participation, Representations and Warranties.** While RubinBrown may from time to time suggest various options that may be available to Client and further give its professional evaluation of each of these options, Client must make the ultimate decision as to which, if any, of these options to implement. Client shall be solely responsible for applying independent business judgment with respect to RubinBrown's Services (including decisions regarding implementation or other further course(s) of action) and shall be solely and exclusively responsible for such decisions. Client warrants that RubinBrown shall be entitled to rely on all decisions and approvals of Client (and its counsel). Except as specifically provided in the Letter, Client further represents and warrants that RubinBrown shall be entitled to rely on the accuracy and completeness of all information provided by Client and that Client has maintained all books and records provided to RubinBrown in good order. Client agrees that RubinBrown has no duty to verify the accuracy or completeness of information provided by Client.

4. **Access to Resources and Information.** Unless specified herein as the responsibility of RubinBrown to provide, Client shall obtain for RubinBrown, on a timely basis, any internal and third-party permissions, licenses or approvals that are required for RubinBrown to perform the Services contemplated hereunder (including the use of any necessary software or data). Client shall also provide RubinBrown with such information, signoffs and assistance as may be necessary for RubinBrown to perform the Engagement or as RubinBrown may reasonably request. Delays by Client in providing RubinBrown with requested information or in providing inconsistent, disorganized, or missing information may result in additional fees.

5. **Record Retention.** Pursuant to RubinBrown's record retention policy, at the conclusion of this Engagement, RubinBrown may retain copies of the records supplied to RubinBrown by Client and RubinBrown will return all such original records to the Client. Copies of the Client's records and any subsequent files created by RubinBrown (collectively "Work Papers") are RubinBrown's property and are not a substitute for the Client's own records. Client shall be responsible for retaining and maintaining records of its operations and records required to backup and support the Client's financial reports and tax returns. RubinBrown will destroy all pertinent Work Papers after a retention period of seven (7) years, after which time these items will no longer be available ("Record Retention Period"). RubinBrown shall not be obligated to destroy any Confidential Information created electronically pursuant to automatic or ordinary course archiving, back-up, security or disaster recovery systems or procedures. Catastrophic events or physical deterioration may result in RubinBrown's records being unavailable. RubinBrown's email retention policy is eighteen (18) months, after which time emails will no longer be available ("Email Retention Period").

6. **Confidentiality.** RubinBrown shall maintain the confidentiality of Client information, which is of a confidential nature ("Confidential Information"), using the same degree of care it uses in maintaining its own confidential information, but no less than reasonable care. Confidential Information means all Client information or material of Client, whether revealed orally, visually, or in tangible or electronic form, that is competitively sensitive material not generally known to the public that relates to the business of Client, or any of their respective

interest holders, unless such information (i) was already rightfully known to RubinBrown at the time of disclosure by disclosing Party; (ii) is in or has entered the public domain through no breach of this Agreement or other wrongful act of RubinBrown; (iii) has been rightfully received by RubinBrown from a third party not under obligation of confidentiality to Client and without breach of this Agreement; or (iv) is independently developed by RubinBrown without reference or reliance on any confidential information of Client. Nothing herein shall preclude RubinBrown from disclosing Confidential Information to RubinBrown's attorneys, advisors, insurers, experts, or agents who agree to maintain the confidentiality of such information, with or without notice to Client. If any Confidential Information is sought by a validly issued subpoena or otherwise required by law, then the provisions of paragraph 9 herein shall apply.

In the course of providing professional Services to Client in connection with this engagement, RubinBrown may require the assistance of third party professional service providers with specialized capabilities or expertise. RubinBrown uses commercially reasonable means to confirm that third party professional service providers utilize commercially reasonable means to protect confidential information and Client hereby consents to the use of third-party vendors.

Except as otherwise specifically provided herein or as required by law, including any applicable open records law, Client shall at no time disclose any of RubinBrown's Services, fees, and other confidential material, including but not limited to internally developed financial models, or RubinBrown's role in the Engagement, to any third party (except to a government agency, to the extent such filing is an agreed objective of the Agreement, or as otherwise legally compelled) without RubinBrown's prior written consent through a release letter or equivalent in each case. Client's use of RubinBrown's Services hereunder (except for copies of filed tax returns) shall in any event be restricted to the stated purpose, if any, in the Letter and otherwise to Client's internal business use only. Client and RubinBrown each retains the right in any event to use the ideas, concepts, techniques, industry data and know-how used or developed in the course of the Engagement.

7. Electronic Communications. Except as instructed otherwise in writing, each party may assume that the other approves of electronic communications through encrypted or unencrypted wired or wireless email, cellular phones, voice over internet, electronic data/document web sites, portals, and/or other technology and voicemail communication of both confidential or sensitive and non-confidential or sensitive documents and other communications concerning the Engagement, as well as other means of communication used or accepted by the other. RubinBrown uses third party cloud-based services to process, transmit, store and access confidential and non-confidential client information regarding the representation of its clients. Accordingly, information regarding you and RubinBrown's Services may be transmitted to and from a third party cloud-based service providers in connection with this Agreement and Client hereby consents to RubinBrown's use of such third-party service providers.

8. Subpoenas/Legal Orders for Client's Records and Information. At any time during or after our Engagement, should RubinBrown receive a subpoena or other legal order from a Third Party seeking production of Client's records, documents, or Confidential Information, or testimony relating to RubinBrown's Engagement, RubinBrown will, to the extent permitted by law, notify Client as soon as practicable using the last contact information for Client known to RubinBrown. Upon such notification, should Client wish to take action to protect its records and/or its information from production in compliance with the subpoena, Client agrees to notify RubinBrown of Client's intent to take action to protect its records and/or its information from production within 3 business days after such notice or within 48 hours before the response is due, whichever is shorter and it shall be Client's obligation to take such action in compliance with applicable law, at Client's expense, using counsel of Client's choice. Irrespective of Client's decision regarding what action, if any, it intends to take to protect its records and information, RubinBrown shall have the right to engage its own counsel to assist and advise RubinBrown in coordinating with Client and/or Client's counsel in this regard, and/or in responding to the subpoena. If Client does not provide RubinBrown with notice of its intent to take action to protect its records and/or information, Client is deemed to not be asserting and/or to be waiving any accountant-client privilege and Client agrees that RubinBrown has the right to produce any and all records RubinBrown deems appropriate in compliance with the subpoena and law. Client shall reimburse RubinBrown, upon receipt of an appropriate invoice, for all of RubinBrown's internal and external costs and expenses in responding to any subpoena for Client's records, and/or providing testimony pursuant to such subpoena, including RubinBrown's reasonable and customary fees for such services, as well as its internal costs (employee time and expenses), external costs (copy services or other vendors), and reasonable attorneys' fees. For the avoidance of doubt, this provision survives any termination or expiration of this Agreement.

9. **Client's Responsibilities to Third Parties.** Client acknowledges that it is responsible for complying with any applicable legal, regulatory, or contractual obligations it may have to third parties, including but not limited to such matters as information privacy or confidentiality, information safeguards or security, and incident or breach notification, investigation, response and remediation. RubinBrown does not assume responsibility for such legal, regulatory, or contractual obligations of Client, or for Client's compliance with such obligations.

10. **Taxpayer Confidentiality Privileges: Use of Counsel.** The parties acknowledge that certain documents and other communications involving and/or disclosed to or by RubinBrown may be subject to one or more claims of privilege by or on behalf of Client (e.g., the attorney-client privilege, the accountant-client privilege, the IRC Section 7525 tax advisory privilege, etc.). Although Client is solely responsible for managing the recognition, establishment and maintenance (e.g., possible waiver) of these possible protections (and for involving legal counsel as it deems necessary), RubinBrown shall cooperate with Client's reasonable written instructions regarding such privileges.

11. **Management Dishonesty.** While RubinBrown will advise Client if RubinBrown discovers errors or irregularities, Client understands and agrees that Client cannot rely on RubinBrown to detect employee or management dishonesty, including, without limitation, fraud or embezzlement, unless specifically set forth in the Letter.

12. **External Factors: Standards of Performance.** Client acknowledges that the Engagement will involve analysis, judgment and other performance from time to time in a context where the participation of Client or others is necessary, where answers are often uncertain or unverifiable in advance and where facts and available information change with time. Accordingly, evaluation of RubinBrown's performance of its obligations shall be based solely on its substantial conformance with any standards or specifications expressly set forth in the Agreement and all applicable professional standards, any such nonconformance (and applicability) to be clearly and convincingly shown. If there are any changes in the relevant laws, regulations, industry, market conditions or other circumstances, including in the Client's own business practices, RubinBrown has no responsibility to advise Client of any such changes and Client acknowledges the need for it to re-evaluate RubinBrown's preceding Services.

13. **Conflicts of Interest: Non-Exclusivity.** Subject to the requirements of the Bankruptcy Code (11 U.S.C. §§ 101 *et seq.*) and Federal Rules of Bankruptcy Procedure, and any order of the Bankruptcy Court, including disclosures required therein, Client acknowledges that RubinBrown is currently providing or may in the future provide services of the same or similar nature to other parties and the Client agrees that RubinBrown are not prevented or barred from rendering services of the same nature or a similar nature to any other individual or entity except as prevented by law or professional standards.

14. **Affiliates.** If the Letter provides that RubinBrown's Services may pertain not only to Client but also to a parent, subsidiaries, affiliates, advisors, contractors, family members, related trusts, partnerships, partners, estates or foundations, such Affiliates shall be bound by the terms of the Agreement. Client shall, as may be requested by RubinBrown from time to time (including subsequent to completion of the Engagement), obtain written confirmation of their agreement to the terms of the Agreement.

15. **Limitation of Liability.** The liability of RubinBrown (including its partners, employees, agents and affiliated companies) to Client (and any purported third-party beneficiaries, including Affiliates) for any claim or damages (including but not limited to incidental, special, exemplary, punitive, economic, or consequential), whether in contract, strict liability, tort (except that this provision does not purport to limit liability for RubinBrown's intentional/willful torts or for any other liabilities for which a limitation of liability is prohibited by Illinois law), or otherwise, arising out of, connected with, or resulting from RubinBrown's Services or the Engagement generally, shall not exceed all fees related to the Engagement giving rise to such claim paid by Client to RubinBrown, even if RubinBrown has been advised of the possibility of such claims or damages.

16. **Disclaimer of Warranties.** Client understands and acknowledges that not all data security breaches can be prevented, and that RubinBrown cannot guarantee that there will be no data security breaches. Client further understands and acknowledges that the occurrence of any data security breach is not evidence that RubinBrown's performance of the Services under this Agreement and Engagement was negligent or that it did not meet the requirements or standards defined in the Agreement.

RUBINBROWN DOES NOT WARRANT THAT THE SERVICES WILL PREVENT ANY DATA SECURITY

BREACH, DETECT ALL VULNERABILITIES, BE ERROR FREE, OR CORRECT ALL DEFICIENCIES, ERRORS, DEFECTS OR NONCONFORMITIES, OR THAT THE SERVICES WILL MEET ANYTHING OTHER THAN THE SPECIFIC REQUIREMENTS DEFINED WITHIN THE AGREEMENT.

17. **Baker Tilly International**. RubinBrown is an independent member of Baker Tilly International. Baker Tilly International Limited is an English Company. Baker Tilly International provides no professional services to clients. Each of the member firm is a separate and independent legal entity and each describes itself as such. RubinBrown is not Baker Tilly International's agent and does not have authority to bind Baker Tilly International or act on Baker Tilly International's behalf. None of Baker Tilly International, RubinBrown or any of the other independent member firms of Baker Tilly International has any liability for each other's acts or omissions. In addition, neither Baker Tilly International nor any other member has a right to exercise management control over any other member firm. RubinBrown shall in no event be held liable for any work or conduct (whether negligent, intentional, fraudulent, or otherwise) done by Baker Tilly International or any other member firm or any partner, officer, manager, personnel, affiliates, employees, or agent thereof.

18. **Independent Contractor Status**. Each party is an independent contractor with respect to the other and shall not be construed as having an employment, partnership, trustee or fiduciary relationship.

19. **Assignments and Successors**. Neither party may assign any of its rights or benefits under the Agreement without the prior written consent of the other party. Subject to the preceding sentence, the Agreement will apply to, be binding in all respects upon, and inure to the benefit of the permitted successors, assigns, heirs, estates, and legal representatives of the parties. Notwithstanding the foregoing, RubinBrown may authorize and allow its affiliates and contractors to assist in performing the Engagement and to share in RubinBrown's rights hereunder, provided any such party shall commit (as applicable) to be bound by the restrictions set forth in the Agreement.

20. **No Third Party Rights**. Unless specifically set forth in the Letter or herein, nothing expressed or referred to in the Agreement will be construed to give any person, other than the parties to the Agreement, any legal or equitable right, remedy, claim, benefit, priority or interest under or with respect to the Agreement or any provision of the Agreement. Except as specifically provided in the Letter, the Agreement and any Services hereunder are for the sole and exclusive benefit of the Client and its permitted successors and assigns, and neither Client nor RubinBrown intends for RubinBrown's Services to be used by or to provide any benefit or guidance to any other persons.

21. **Governing Law**. The Agreement will be deemed to be made, negotiated, and accepted in Illinois, governed by, and construed in accordance with the laws of the State of Illinois or, if applicable, by controlling federal law under the precedent of the United States Court of Appeals for the Seventh Circuit, without giving effect to conflicts of laws rules irrespective of place of domicile or residence of either party and without reference to conflicts of law principles.

22. **Attorneys' Fees and Costs**. In connection with any legal action, arbitration or litigation arising from or in connection with the Agreement or its subject matter, the prevailing party shall be entitled to recover, subject to the damage limitations set forth in the Agreement, all costs incurred by such party in furtherance of such legal action, arbitration or litigation, including reasonable attorney's fees.

23. **Construction**. To the extent any apparent or actual contradiction may exist when construing or interpreting the contents of the Letter and the Terms, the Terms shall control and supersede any statement contained in the Letter, unless expressly stated otherwise in the provision or portion of the Letter or Terms at issue.

24. **Waivers**. Neither the failure nor any delay by any party in exercising any right, power or privilege under the Agreement will operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege.

25. **Force Majeure**. Neither party shall be held responsible for delay or default caused by fire, riot, terrorism, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions; acts of God or war if the event is beyond the party's reasonable control and the affected party gives written notice to the other party promptly upon occurrence of the event causing the delay or

default or that is reasonably expected to cause a delay or default; however, no Force Majeure event shall excuse Client of any obligation to pay any outstanding invoice or fee or from any indemnification obligation under this Agreement.

26. Entire Agreement and Modification. The Agreement supersedes all prior agreements, arrangements and communications between the parties with respect to its subject matter and constitutes a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter. The Agreement may not be modified or amended except by the mutual written agreement of both parties.

27. Severability. If any arbitrator or court of competent jurisdiction holds any provision of the Agreement invalid or unenforceable, the other provisions of the Agreement will remain in full force and effect. Any provision of the Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

28. Headings; Counterparts; Electronic Signatures. The headings of paragraphs contained in the Agreement are provided for convenience only. They form no part of the Agreement and shall not affect its construction or interpretation. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute one and the same instrument. Client hereby consents to the use of electronic signatures for this Agreement and all RubinBrown related Services and agrees that any electronic signature or signature delivered via facsimile or other electronic means shall be deemed to be of the same force and effect as a handwritten signature.

Exhibit B

Procedures

Our procedures will not constitute an audit, review, examination or compilation of the information provided and, accordingly, we will not express a conclusion or provide any other form of assurance on the completeness or accuracy of the information.

Our deliverables are suitable for use only by those who have participated in determining them. Consequently, our deliverables will be restricted to your internal use only. We have no responsibility to update our deliverables for events and circumstances that occur after the date of their issuance.

Our engagement cannot be relied on to disclose all instances of noncompliance with laws and regulations, fraud, or material errors attributable to management or other personnel. However, if we become aware of such incidents that are not clearly trivial, we will inform you of such instances.

Our services are not structured to be relied upon to detect errors, irregularities, employee or management dishonesty, fraud, embezzlement or other illegal acts (hereinafter collectively referred to as "Irregularities"). In performing our services, we will advise the executive level management of any such material Irregularities that come to our attention. However, you must understand that our services cannot be relied upon to detect such Irregularities. If you have concerns about such matters, please discuss them with your legal counsel, who will coordinate with us. It may be possible to design a special engagement to assist you in uncovering such Irregularities.

Michael Shapow will serve as the partner responsible for the overall supervision of the engagement and for authorizing the Firm's signature on deliverables.

We must necessarily rely upon the integrity and cooperation of management and the assistance of your employees. As a condition of our engagement, management will be responsible for the completeness and truthfulness of representations and disclosures made to us during the course of our work.

The deliverables from this engagement will be for management's use only, under American Institute of Certified Public Accountants (AICPA) Consulting Standards.

Exhibit B

Shapow Declaration

**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

**DECLARATION OF MICHAEL SHAPOW
IN SUPPORT OF DEBTORS' APPLICATION FOR
ENTRY OF AN ORDER AUTHORIZING THE DEBTORS TO EMPLOY
AND RETAIN RUBINBROWN, LLP AS ACCOUNTING SERVICES PROVIDER,
EFFECTIVE AS OF MAY 29, 2024**

I, Michael Shapow, make this declaration (this "Declaration") pursuant to 28 U.S.C. § 1746 and state:

1. I am a partner at RubinBrown, LLP ("RB") in the Business Advisory Services Group, the proposed accounting services provider for SC Healthcare Holding, LLC and its debtor affiliates, as debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the "Debtors," the "Company," or "Petersen").

2. I am authorized to submit this Declaration in support of the *Debtors' Application for Entry of an Order Authorizing the Debtors to Employ and Retain RubinBrown, LLP as Accounting Services Provider* (the "Application").²

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 meaning given to them in the Application.

3. The facts set forth in this Declaration are based upon my personal knowledge, upon information and belief, or upon client matter records kept in the ordinary course of business that were reviewed either by me or other employees of RB under my supervision and direction. If called and sworn as a witness, I could and would testify competently to the facts set forth herein.

RUBINBROWN, LLP'S QUALIFICATIONS

4. RB is an experienced accounting services provider with its Chicago office located at 225 W Wacker Drive Suite 1700 Chicago, IL 60606. RB, together with its subsidiaries, has approximately 900 employees across 6 geographic locations in the United States.

5. RB provides a broad range of accounting and business consulting services to its clients including: (i) accounting and advisory services, (ii) business advisory services, (iii) tax services, and (iv) corporate financial services, among others. RB and its senior professionals have extensive experience providing accounting services including assisting trustees, debtors and creditors as part of reorganization and restructuring of distressed companies, both out-of-court and in chapter 11 and chapter 7 cases.

SERVICES TO BE PROVIDED

6. Subject to further order of the Court, and as set forth more fully in the Engagement Letter attached to the Proposed Order as Exhibit 1, in consideration for the compensation contemplated therein, RB has and will perform the following services the (collectively, the "Services"), as requested, for the Debtors:

- Assist the Debtors in preparing general ledger, financial reconciliations, and monthly financial statements through April 2024. Such work includes, without limitation, review and analysis of the Debtors' books and records, assist the Debtors in reconciling the Debtors' accounts, provide guidance to the Debtors as to the management and entry of information into the Debtors' various accounting programs (including, without limitation, Sage and Point Click Care), and any other information necessary to perform such reconciliations.

- Advise the Debtors as to resolution of any open issues affecting the Debtors' books and records.
- Periodic reporting to the Debtors as to progress.
- Meet with the Debtors and/or their professionals, and other parties at the Debtors' request, to assist in furtherance of RB's charge.

7. I believe these professional services are necessary to the Debtors' efforts to accomplish their goals in these Chapter 11 Cases and to the ongoing operation and management of the Debtors' business in connection therewith. I believe that the employment of RB is essential to enable the Debtors to maximize value for their estates and to effectuate their efforts.

NO DUPLICATION OF SERVICES

8. The Debtors have been authorized by this Court to retain additional professionals, including, without limitation, Winston & Strawn LLP, Young Conaway Stargatt & Taylor, LLP, Kurtzman Carson Consultants LLC, and Walker & Dunlop Investment Sales, LLC. An application to retain Duane Morris LLP is also pending. The Debtors believe that the services to be performed by RB on behalf of the Debtors will be complimentary to, and not duplicative of, the services provided by the aforementioned professionals. The Debtors and RB are mindful of the need to avoid duplication of services and appropriate procedures will be implemented to ensure that there is minimal duplication of effort as a result of RB's retention as accounting services provider. The Debtors understand that RB will use its reasonable efforts to work cooperatively with the Debtors' other professionals to integrate any respective work performed by those professionals on behalf of the Debtors.

RUBINBROWN, LLP'S DISINTERESTEDNESS

9. RB has undertaken to determine whether it has any conflicts or other relationships that might cause it not to be eligible for employment by the Debtors in these cases. Specifically, RB obtained from the Debtors the names of individuals and entities that may be parties in interest

in these cases. RB then (i) researched its internal records to determine whether RB has any connections with the Debtors and the parties listed on Schedule 1 attached hereto (the “Potential Parties in Interest”), and (ii) issued a general inquiry to all team members with respect to the Debtor.

10. Based on the foregoing inquiry, other than in connection with this engagement and as otherwise disclosed herein, RB has no relationships or connections with the Debtors of which I am aware. To the best of my knowledge, information, and belief, neither I, RB, nor any of its professionals:

- a. is a creditor, equity security holder or insider of the Debtors;
- b. is or has been within three years before the Petition Date, a director, officer or employee of the Debtors; or
- c. has any interest adverse to the interests of the Debtors’ estates or of any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the Debtors, or for any other reason.

11. Accordingly, I believe that RB: (a) is a “disinterested person” as that term is defined in section 101(14) of the Bankruptcy Code, as required by section 327(a) of the Bankruptcy Code; (b) does not hold or represent an interest adverse to the Debtors or their estates; and (c) has no connection to the Debtors, their creditors, or related parties except as disclosed herein.

12. Neither I nor any of the RB professionals who will provide services for the Debtors is related to any Judge of this Court, the U.S. Trustee, or any person employed in the office of the U.S. Trustee assigned to these Chapter 11 Cases.

13. To the extent that I have been able to ascertain to date that RB has been engaged within the last three years or is currently engaged by any of the Potential Parties in Interest (or their affiliates, as the case may be) in matters unrelated to these cases, I can confirm RB has not such connections to disclose.

14. RB may in the future be engaged by parties that are or may become parties in interest in these Chapter 11 Cases. As these Chapter 11 Cases progress, new parties may become parties in interest in these cases and, similarly, RB may have been engaged, may be currently engaged, and may in the future be engaged by such new parties in interest in matters unrelated to these Chapter 11 Cases. Also, RB may have engaged or had mutual clients with, may currently engage or have mutual clients with, and may in the future engage or have mutual clients with certain law firms, financial advisors, accounting firms, and other professionals that are Potential Parties in Interest or may become parties in interest, all in matters unrelated to these Chapter 11 Cases. In addition, RB may have also been engaged by, be currently engaged by, or in the future be engaged by persons who are creditors or shareholders of the Debtors, otherwise have a business relationship with the Debtors, or who are competitors or customers of the Debtors. Potential Parties in Interest, persons that may become parties in interest in these cases, and persons that have business relationships with the Debtors, are competitors of the Debtors, or that are customers of the Debtors may be: (i) parties in interest in other bankruptcy cases where RB is acting as accounting services provider to the debtors or to other parties in interest therein; or (ii) may be affiliates of or creditors of persons who RB may have been engaged, is currently engaged, or may in the future be engaged by. In the ordinary course of its business, RB may also purchase services or products from Potential Parties in Interest and other persons that are or may become parties in interest in these Chapter 11 Cases.

15. Given the large number of parties in interest in these Chapter 11 Cases, despite the efforts described above to identify and disclose RB's relationships with parties in interest in these Chapter 11 Cases, RB is unable to state with certainty that every client relationship or other connection has been disclosed. Among other things, RB may have relationships with persons who

are beneficial owners of parties in interest and persons whose beneficial owners include parties in interest or persons who otherwise have relationships with parties in interest. Moreover, RB's employees may have relationships with Potential Parties in Interest, persons that may become parties in interest in these Chapter 11 Cases, and/or persons that have business relationships with the Debtors, are competitors of the Debtors or that are customers of the Debtors. Continued inquiry will be made following the filing of the Application, on a periodic basis, with additional disclosures to this Court if necessary or otherwise appropriate.

16. To the best of my knowledge, information, and belief, some of RB's present and future employees may have, or may in the future have, personal investments in funds or other investment vehicles over whose investment decisions such employees have no input or control. Such entities may have made, or may in the future make, investments in the claims or securities of the Debtors, or those of their creditors or other parties in interest in these Chapter 11 Cases.

17. RB will not share any compensation to be paid by the Debtors in connection with services to be performed after the Petition Date with any other person, other than other principals and employees of RB, to the extent required by section 504 of the Bankruptcy Code.

PROFESSIONAL COMPENSATION AND REIMBURSEMENT OF EXPENSES

18. RB intends to charge the Debtors fees for the Services, as set forth in the Engagement Letter. The current hourly rates, by professional are as follows:

Professional	Role	Rates as of July 1, 2023	Rates as of July 1, 2024
Michael Shapow	Partner/Project Oversight	\$500 reduced from \$585	\$500 reduced from \$614 ³
Gary Grossman	Project Lead	\$284	\$300, reduced from \$325 ⁴
Nick Simons	Forensic Accountant	\$291	\$308

³ RB customarily reduces its standard rates for senior professionals serving on bankruptcy related engagements.

⁴ RB customarily reduces its standard rates for senior professionals serving on bankruptcy related engagements.

Professional	Role	Rates as of July 1, 2023	Rates as of July 1, 2024
Aymen Suleiman	ERP Consultant	\$214	\$225
David Haronik	ERP Manager	\$382	\$401
Dan Gaffney	Internal Audit Manager	\$382	\$401

As noted above, RB's hourly rates are subject to adjustment on an annual basis as of July 1 of each year. Therefore, both the 2023 rates and 2024 rates are shown above. Other professionals may assist from time to time as circumstances dictate. The rates of team members that may assist in this matter are as follows:

Title	Hourly Rates
Partner	\$325.00 – \$675.00
Manager	\$275.00 – \$500.00
Senior Accountant	\$225.00 – \$275.00
Staff Accountant	\$150.00 – \$225.00
Administrative	\$150

19. RB's fees are exclusive of taxes or similar charges, as well as customs, duties, or tariffs imposed in respect of the Services, all of which the Debtors shall pay (other than taxes imposed on RB's income generally).

20. In addition to the hourly rates set forth above, the Debtors and RB have agreed that RB shall be reimbursed for any reasonable direct expenses incurred in connection with RB's retention in the Chapter 11 Cases and the performance of the Services set forth in the Engagement Letter, including all potential value-added taxes (VAT), sales taxes, and other indirect taxes. RB's direct expenses shall include, but not be limited to, reasonable and customary out-of-pocket expenses for items such as travel, meals, accommodations, the fees or reasonable expenses of RB's legal counsel related to RB's engagement, and other expenses including taxes and related administrative costs that result from billing arrangements that are requested by the Debtors.

21. If RB is requested or authorized by the Debtors, or is required by government regulation, subpoena, or other legal process, to produce its documents or personnel as witnesses

with respect to the Services or the Engagement Letter, the Debtors would, so long as RB is not a party to the proceeding in which the information is sought, reimburse RB for its professionals' time and expenses, as well as the fees and expenses of RB's legal counsel, incurred in responding to such requests.

22. RB may receive rebates in connection with certain purchases, which are used to reduce charges that RB would otherwise pass on to its clients.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Executed this 17th day of June, 2024

/s/ Michael Shapow
Michael Shapow
Partner
RubinBrown, LLP

SCHEDULE 1

Interested Parties

Potential Parties in Interest

A. Banks

BankUnited
Better Banks
Busey Bank
CIBC
CIBM
First Mid-IL B & T
Hickory Point Bank
Hometown Community Banks
Huntington
People's
PNC Bank
Wells Fargo, N.A.
UBS

B. Debtors

Aledo HCO, LLC (d/b/a Aledo Rehabilitation & Health Care Center)
Aledo RE, LLC (d/b/a Aledo Rehabilitation & Health Care Center)
Arcola HCO, LLC (d/b/a Arcola Health Care)
Arcola RE, LLC (d/b/a Arcola Health Care)
Aspen HCO, LLC (d/b/a Aspen Rehab & Health Care)
Aspen RE, LLC (d/b/a Aspen Rehab & Health Care)
Bement HCO, LLC (d/b/a Bement Health Care Center)
Bement RE, LLC (d/b/a Bement Health Care Center)
Betty's Garden HCO, LLC (d/b/a Betty's Garden Memory Care of Kewanee)
Betty's Garden RE, LLC (d/b/a Betty's Garden Memory Care of Kewanee)
Bradford AL RE, LLC (d/b/a Courtyard Estates of Bradford)
Bushnell AL RE, LLC (d/b/a Courtyard Estates of Bushnell)
Casey HCO, LLC (d/b/a Casey Health Care Center)
Collinsville HCO, LLC (d/b/a Collinsville Rehabilitation & Health Care Center)
Collinsville RE, LLC (d/b/a Collinsville Rehabilitation & Health Care Center)
CYE Bradford HCO, LLC (d/b/a Courtyard Estates of Bradford)
CYE Bushnell HCO, LLC (d/b/a Courtyard Estates of Bushnell)
CYE Girard HCO, LLC (d/b/a Courtyard Estates of Girard)
CYE Kewanee HCO, LLC (d/b/a Courtyard Estates of Kewanee)
CYE Kewanee- PHC, Inc. (d/b/a Courtyard Estates of Kewanee)
CYE Knoxville - PHC, Inc (d/b/a Courtyard Estates of Knoxville)
CYE Knoxville HCO, LLC (d/b/a Courtyard Estates of Knoxville)
CYE Monmouth - PHC, Inc (d/b/a Courtyard Estates of Monmouth)
CYE Monmouth HCO, LLC (d/b/a Courtyard Estates of Monmouth)
CYE Sullivan HCO, LLC (d/b/a Courtyard Estates of Sullivan)
CYE Walcott HCO, LLC (d/b/a Courtyard Estates of Walcott)
CYV Kewanee AL RE, LLC (d/b/a Courtyard Village of Kewanee)
Decatur HCO, LLC (d/b/a Decatur Rehabilitation & Health Care Center)
Decatur RE, LLC (d/b/a Decatur Rehabilitation & Health Care Center)
Eastview HCO, LLC (d/b/a Eastview Terrace)

Eastview RE, LLC (d/b/a Eastview Terrace)
Effingham HCO, LLC (d/b/a Effingham Rehabilitation & Health Care Center)
Effingham RE, LLC (d/b/a Effingham Rehabilitation & Health Care Center)
El Paso - PHC, Inc (d/b/a El Paso Health Care Center)
El Paso HCC, LLC (d/b/a El Paso Health Care Center)
El Paso HCO, LLC (d/b/a El Paso Health Care Center)
Flanagan - PHC, Inc. (d/b/a Flanagan Rehabilitation & Health Care Center)
Flanagan HCC, LLC (d/b/a Flanagan Rehabilitation & Health Care Center)
Flanagan HCO, LLC (d/b/a Flanagan Rehabilitation & Health Care Center)
Havana HCO, LLC (d/b/a Havana Health Care Center)
Havana RE, LLC (d/b/a Havana Health Care Center)
Jonesboro, LLC (d/b/a Jonesboro Rehabilitation & Health Care Center)
Kewanee AL, LLC (d/b/a Courtyard Estates of Kewanee)
Kewanee HCO, LLC (d/b/a Kewanee Care Home)
Kewanee, LLC (d/b/a Kewanee Care Home)
Knoxville & Pennsylvania, LLC
Knoxville AL, LLC (d/b/a Courtyard Estates of Knoxville)
Lebanon HCO, LLC (d/b/a Lebanon Care Center)
Lebanon RE, LLC (d/b/a Lebanon Care Center)
Legacy PHC, Inc. (d/b/a Legacy Estates of Monmouth)
Legacy Estates AL, LLC (d/b/a Legacy Estates of Monmouth)
Legacy HCO, LLC (d/b/a Legacy Estates of Monmouth)
Macomb, LLC (d/b/a Countryview Care Center of Macomb)
Marigold – PHC, Inc. (d/b/a Marigold Rehabilitation & Health Care Center)
Marigold HCC, LLC (d/b/a Marigold Rehabilitation & Health Care Center)
Marigold HCO, LLC (d/b/a Marigold Rehabilitation & Health Care Center)
MBP Partner, LLC
McLeansboro HCO, LLC (d/b/a McLeansboro Rehabilitation & Health Care Center)
McLeansboro RE, LLC (d/b/a McLeansboro Rehabilitation & Health Care Center)
Midwest Health Operations, LLC (d/b/a Cornerstone Rehabilitation & Health Care Center; Sauk Valley Senior Living & Rehabilitation Center; Shawanee Rose Care; and CenterRock River Gardens)
Midwest Health Properties, LLC (d/b/a Cornerstone Rehabilitation & Health Care Center; Sauk Valley Senior Living & Rehabilitation Center; Shawanee Rose Care; and CenterRock River Gardens)
Monmouth AL, LLC (d/b/a Courtyard Estates of Monmouth)
North Aurora HCO, LLC (d/b/a North Aurora Care Center)
North Aurora, LLC (d/b/a North Aurora Care Center)
Petersen 23, LLC (d/b/a Palm Terrace of Mattoon)
Petersen 25, LLC (d/b/a Casey Health Care Center)
Petersen 26, LLC (d/b/a Flora Rehabilitation & Health Care Center)
Petersen 27, LLC (d/b/a Toulon Rehabilitation & Health Care Center)
Petersen 29, LLC (d/b/a Mt. Vernon Health Care Center)
Petersen 30, LLC (d/b/a White Oak Rehabilitation & Health Care Center)
Petersen Farmer City, LLC (d/b/a Farmer City Rehab & Health Care)

Petersen Health & Wellness, LLC (d/b/a Enfield Rehabilitation & Health Care Center; Rock Falls Rehabilitation & Health Care Center; and Newman Rehabilitation & Health Care Center)
Petersen Health Business, LLC (d/b/a Sandwich Rehabilitation & Health Care Center)
Petersen Health Care - Farmer City, LLC (d/b/a Farmer City Rehab & Health Care)
Petersen Health Care - Illini, LLC (d/b/a Illini Heritage Rehab & Health Care)
Petersen Health Care - Roseville, LLC (d/b/a Roseville Rehabilitation & Health Care)
Petersen Health Care II, Inc. (d/b/a Simple Blessings)
Petersen Health Care III, LLC
Petersen Health Care Management, LLC
Petersen Health Care V, LLC
Petersen Health Care VII, LLC
Petersen Health Care VIII, LLC
Petersen Health Care X, LLC (d/b/a Flora Gardens Care Center; Nokomis Rehabilitation & Health Care Center; Rochelle Gardens Care Center; Rochelle Rehabilitation & Health Care Center; Whispering Oaks Care Center; and Willow Rose Rehab & Health Care)
Petersen Health Care XI, LLC (d/b/a Sandwich Rehabilitation & Health Care Center)
Petersen Health Care XIII, LLC (d/b/a Rock Falls Rehabilitation & Health Care Center)
Petersen Health Care, Inc. (d/b/a Countryview Terrace; Courtyard Estates of Canton; and Riverview Estates of Havana)
Petersen Health Enterprises, LLC (d/b/a Sheldon Health Care Center)
Petersen Health Group, LLC
Petersen Health Network, LLC (d/b/a Flora Gardens Care Center; Nokomis Rehabilitation & Health Care Center; Rochelle Gardens Care Center; Rochelle Rehabilitation & Health Care Center; Whispering Oaks Care Center; and Willow Rose Rehab & Health Care)
Petersen Health Properties, LLC (d/b/a Countryview Care of Macomb; Jonesboro Rehabilitation & Health Care Center; and South Elgin Rehabilitation & Health Care Center)
Petersen Health Quality, LLC (d/b/a Countryview Terrace)
Petersen Health Systems, Inc. (d/b/a Courtyard Estates of Herscher; Courtyard Estates of Farmington; Courtyard Estates of Galva; and Courtyard Estates of Green Valley)
Petersen Management Company, LLC (d/b/a Flora Rehabilitation & Health Care Center; Palm Terrace of Mattoon; Flora Rehabilitation & Health Care Center; Toulon Rehabilitation & Health Care Center; Mt. Vernon Health Care Center; and White Oak Rehabilitation & Health Care Center)
Petersen MT, LLC
Petersen MT3, LLC
Petersen Roseville, LLC (d/b/a Roseville Rehabilitation & Health Care Center)
Piper HCO, LLC (d/b/a Piper City Rehab & Living Center and Courtyard Estates of Piper City)
Piper RE, LLC (d/b/a Piper City Rehab & Living Center and Courtyard Estates of Piper City)
Pleasant View HCO, LLC (d/b/a Pleasant View Rehabilitation & Health Care Center)
Pleasant View RE, LLC (d/b/a Pleasant View Rehabilitation & Health Care Center)
Polo - PHC, Inc. (d/b/a Polo Rehabilitation & Health Care)
Polo HCO, LLC (d/b/a Polo Rehabilitation & Health Care)
Polo, LLC (d/b/a Polo Rehabilitation & Health Care)
Prairie City HCO, LLC (d/b/a Prairie City Rehabilitation & Health Care Center)
Prairie City RE, LLC (d/b/a Prairie City Rehabilitation & Health Care Center)
Robings HCO, LLC (d/b/a Robings Manor Rehabilitation & Health Care)

Robings, LLC (d/b/a Robings Manor Rehabilitation & Health Care and Courtyard Estates of Brighton)
Rosiclare HCO, LLC (d/b/a Rosiclare Rehabilitation & Health Care Center)
Rosiclare RE, LLC (d/b/a Rosiclare Rehabilitation & Health Care Center)
Royal HCO, LLC (d/b/a Royal Oaks Care Center)
Royal RE, LLC (d/b/a Royal Oaks Care Center)
SABL, LLC
SC Healthcare Holding, LLC
Shangri La HCO, LLC (d/b/a Shangri La Rehab & Living Center)
Shangri La RE, LLC (d/b/a Shangri La Rehab & Living Center)
Shelbyville HCO, LLC (d/b/a Shelbyville Rehabilitation & Health Care Center)
Shelbyville RE, LLC (d/b/a Shelbyville Rehabilitation & Health Care Center)
SJM Health Systems, Inc. (d/b/a Prairie Rose Health Care Center)
South Elgin, LLC (d/b/a South Elgin Rehabilitation & Health Care Center)
Sullivan AL RE, LLC (d/b/a Courtyard Estates of Sullivan)
Sullivan HCO, LLC (d/b/a Sullivan Rehabilitation & Health Care Center)
Sullivan RE, LLC (d/b/a Sullivan Rehabilitation & Health Care Center)
Swansea HCO, LLC (d/b/a Swansea Rehabilitation & Health Care Center)
Swansea RE, LLC (d/b/a Swansea Rehabilitation & Health Care Center)
Tarkio HCO, LLC (d/b/a Tarkio Rehabilitation & Health Care)
Tarkio RE, LLC (d/b/a Tarkio Rehabilitation & Health Care)
Tuscola HCO, LLC (d/b/a Tuscola Health Care Center)
Tuscola RE, LLC (d/b/a Tuscola Health Care Center)
Twin HCO, LLC (d/b/a Twin Lakes Rehab & Health Care)
Twin RE, LLC (d/b/a Twin Lakes Rehab & Health Care)
Vandalia HCO, LLC (d/b/a Vandalia Rehabilitation & Health Care Center)
Vandalia RE, LLC (d/b/a Vandalia Rehabilitation & Health Care Center)
Village Kewanee HCO, LLC (d/b/a Courtyard Village of Kewanee)
Walcott AL RE, LLC (Courtyard Estates of Walcott)
War Drive, LLC
Watseka HCO, LLC (d/b/a Watseka Rehabilitation & Health Care Center)
Watseka RE, LLC (d/b/a Watseka Rehabilitation & Health Care Center)
Westside HCO, LLC (d/b/a Westside Rehabilitation & Care Center)
Westside RE, LLC
XCH, LLC

C. Debtors' Advisors

Getzler Henrich & Associates LLC
Walker & Dunlop, Inc.
Winston & Strawn LLP
Young Conaway Stargatt & Taylor, LLP

D. Directors and Officers

Mark Petersen
Marikay Snyder
David R. Campbell

E. Insurance Providers

Addison Insurance Company
Artisian and Truckers Casualty Co.
AXA XL Insurance Company
AXA XL Insurance Company UK Limited
BlueCross BlueShield of Illinois
CRC Insurance Services Inc.
First Insurance Funding
Hartford Fire Insurance Company
HUB International Insurance Services, Inc.
IL Secretary of State Index Dept. of Springfield, IL
Illinois Department of Public Health
KCP & L
Kuhl Agency
Liberty Utilities
Lloyds Underwriters, Lloyds America, Inc.
Missouri Department of Health and Senior Services
NICOR Gas Company
Old Republic Surety Company
Optimed
Pendulum Risk Consulting
Progressive Commercial
RT Specialty / RSUI
Selective Insurance Company of the Southeast
Southern Illinois Electric Corp
The Hartford
The Progressive Corporation
West Bend Insurance
West Bend Mutual Insurance Company

F. Judges

Chan, Ashely M.
Dorsey, John T.
Goldblatt, Craig T.
Horan, Thomas M.
Owens, Karen B.
Shannon, Brendan L.
Silverstein, Laurie Selber

Stickles, J. Kate
Walrath, Mary F.

G. Lenders

AMI Capital, Inc.
Assistant Secretary of Housing/Federal Housing Commission
Bank of Farmington
Bank of Rantoul
Berkadia Commercial Mortgage, LLC
Better Bank of Chillicothe
Better Banks
Capital Funding, LLC
Chase Bank
Column Financial, Inc.
Community State Bank
Credit Suisse
eCapital
GMF Petersen Note LLC
Grandbridge Real Estate Capital LLC
Hickory Point Bank
IMHVCU
JMB Capital Partners Lending LLC
Keybank National Association
Lancaster Pollard Mortgage Company
Lument Real Estate Capital LLC
Midwest Bank of Western IL
Pillar Capital Finance LLC
Secretary of Housing and Urban Development (HUD)
Solutions Bank
UBS
X-Caliber Capital Corp.

H. Litigation Parties¹

Calltek Inc.
Capital Funding, LLC
Edith Hartsock
James Borries
Jeanette Chamberland
Jimmie Owens
Joe Winters
Judith Bill
Kenneth Denson

¹ The following list contains certain litigation counterparties.

Margaret Butler
Mary Ellen Qureshi
Mildred Downs
Phyllis Wellenreiter
Ola Williams
Rosie L. Tipton
Russel Smith
Select Rehabilitation
Wynona Alvord
X-Caliber Capital, LLC
X-Caliber Funding LLC
Zawadi Nursing Agency

I. Material Vendors

Datamax d/b/a Summer One
Favorite Healthcare Staffing
Health Advocates Network, Inc. d/b/a Horizons Healthcare
Lawrence Recruiting
Martin Bros
McKesson Medical-Surgical
Medical Solutions LLC
Newman Manor Inc.
Nurses PRN
Omnicare
OneStaff Medical LLC
PEL/VIP
PIPCO Companies LTD
PointClickCare Technologies Inc.
RecoverCare LLC
RehabCare
Rentokil Pest Control
Sage Intacct Inc.
Select Rehabilitation LLC
Shiftkey LLC
SNF Receivable Solutions

J. Non-Debtor Affiliates

Batavia, LLC (d/b/a Batavia Rehabilitation & Health Care Center)
Benton HCC, LLC (d/b/a Benton Rehabilitation & Health Care Center)
Bloomington, LLC (d/b/a Bloomington Rehabilitation & Health Care Center)
Candle Hospitality, LLC (d/b/a Candlewood Suites)
Charleston - PHC, Inc. (d/b/a Charleston Rehabilitation & Health Care Center)
Charleston HCC, LLC (d/b/a Charleston Rehabilitation & Health Care Center)
Charleston HCO, LLC (d/b/a Charleston Rehabilitation & Health Care Center)

Charter Bus Company, LLC
Cisne, LLC (d/b/a Cisne Rehabilitation & Health Care Center)
Cumberland - PHC, Inc. (d/b/a Cumberland Rehabilitation & Health Care)
Cumberland HCC, LLC (d/b/a Cumberland Rehab & Health Care Center)
Cumberland HCO, LLC (d/b/a Cumberland Rehab & Health Care Center)
Eastside, LLC (d/b/a Eastside Health & Rehabilitation Center)
Fondulac, LLC (d/b/a Fondulac Rehabilitation & Health Care)
Neeley, LLC
Neeley Incorporated Cell
Ozark HCC, LLC (d/b/a Ozark Rehabilitation & Health Care)
Petersen Companies, LLC
Petersen Health Junction, LLC (d/b/a Sunset Rehabilitation & Health Care)
Petersen Health Operations, LLC (d/b/a Batavia Rehabilitation & Health Care Center; Benton Rehabilitation & Health Care Center; Bloomington Rehabilitation & Health Care Center; Cisne Rehabilitation & Health Care Center; Sunset Rehabilitation & Health Care Center; Eastside Health & Rehabilitation Center; Fondulac Rehabilitation & Health Care Center; Ozark Rehabilitation & Health Care; and Timbercreek Rehab & Health Care)
Petersen Hospitality, LLC (d/b/a Hampton Inn & Suites)
Petersen Hotels, LLC (d/b/a AmericInn, Monmouth)
Petersen MT2, LLC
Petersen MT4, LLC²
Plaza West Development, LLC (d/b/a Holiday Inn & Suites Peoria)
Sunset HCC, LLC (d/b/a Sunset Rehabilitation & Health Care)
Timbercreek HCC, LLC (d/b/a Timbercreek Rehabilitation & Health Care)
Twenty Four Corp, LLC

K. Office of the United States Trustee

Andrew R. Vara
Benjamin Hackman
Christine Green
Diane Giordano
Dion Wynn
Edith A. Serrano
Elizabeth Thomas
Fang Bu
Hannah M. McCollum
Holly Dice
James R. O'Malley
Jane Leamy
Jonathan Lipshie
Jonathan Nyaku
Joseph Cudia
Joseph McMahon

² The Debtors intend to seek dismissal of this entity from these Chapter 11 Cases.

Lauren Attix
Linda Casey
Linda Richenderfer
Malcolm M. Bates
Michael Girello
Nyanquoi Jones
Richard Schepacarter
Rosa Sierra-Fox
Shakima L. Dortch
Timothy J. Fox, Jr.

L. Taxing Authorities

Atchison County Treasurer
Camden County
Christian County Collector
Clark County Collector
Clay County Collector
Coles County Collector
Cumberland County Treasurer
DeKalb County Collector
Dewitt County Collector
Douglas County Collector
Edgar County Collector
Edgar County Treasurer
Effingham County Treasurer
Fayette County Collector
Ford County Collector
Ford County Treasurer
Franklin County Treasurer
Fulton County Collector
Hamilton County Collector
Hardin County Treasurer
Illinois Department of Healthcare and Family Services
Illinois Office of Comptroller - Chicago
Illinois Office of Comptroller - Springfield
Illinois Secretary of State
Illinois State Treasurer
Internal Revenue Service
Iowa Department of Revenue
Iowa Dept of Revenue and Finance
Iroquois County Collector
Jackson County Collector
Jefferson County Collector
Jersey County Collector
Kane County Collector

Macon County Collector
Madison County Treasurer
McDonough County Collector
Mercer County Collector
Missouri Department of Revenue
Montgomery County Collector
Ogle County Collector
Piatt County Collector
Rock Island County Collector
Saline County Collector
Shelby County Treasurer
St Clair County Collector
Stark County Collector
Union County Collector
Woodford County Treasurer

M. Utility Providers

Alliant Energy
Ameren IL
Ascentium Capital
AT&T
Brighton Water & Sewer Department
Brightspeed
Bushnell Municipal
Cass Communications Management Inc.
CenturyLink
Charter Communications
Christina Smith
Citrix Systems Inc
City of Aledo
City of Arcola
City of Blue Springs Utility
City of Canton
City of Casey
City of Collinsville
City of Decatur
City of Effingham Water Dept
City of El Paso
City of Farmer City
City of Flora
City of Galesburg
City of Galva Water Department
City of Girard
City of Havana
City of Jonesboro

City of Kewanee
City of Knoxville
City of Lebanon
City of Mattoon
City of McLeansboro
City of Monmouth
City of Morrison
City of Mt. Vernon
City of Newman
City of Nokomis
City of Paris
City of Peoria - Stormwater
City of Polo
City of Rock Falls
City of Sandwich
City of Silvis
City of Sullivan
City of Toulon
City of Tuscola
City of Vandalia
City of Walcott
City of Watseka
City of West Frankfort
Coles-Moultrie Electric Cooperative
Comcast Cable
ComEd
Computer Techniques Inc
Consolidated Communications
Constellation NewEnergy
Conxxus
Crystal Simmons
DIRECTV
Dish Network
E J Water Cooperative Inc
Evergy
Ferrellgas
Fox Metro
Frontier
Goldstar Software
Grafton Technologies
Granite Telecommunications
Greater Peoria Sanitary District
Guaranteed Ink
Harrisburg Water Department
Home Field Energy
Illinois American Water

Liberty Utilities
Lifeloop
Macomb City Waterworks
Mediacom
MidAmerican Energy Company
Midwest Data Center
Nicor Gas
Nitro
Pana City Water Department
Peoria Heights Waterworks
Piasa Motor Fuels, LLC
PointClickCare Technologies Inc
Prairie City Water
Rentokil
Rochelle Municipal Utilities
Royell Communications
Shadow Fax Projects
Shawnee Communications-Whispering
Shelby Electric Cooperative
Shelbyville Water Dept
South Central FS
SouthEastern Illinois Electric Coop
Southern Illinois Electric Cooperative
Sparklight
Spire
Stellar Private Cable Systems
Stratus Networks
Swansea Sewer Department
Tarkio Board of Public Works
Touchtone
Urbana-Champaign Sanitary District
Verizon Wireless
Village of Bement
Village of Bradford
Village of Enfield Utilities
Village of Herscher
Village of North Aurora
Village of Piper City
Village of Roseville
Village of South Elgin
Wabash Communications