

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

In re:

SC HEALTHCARE HOLDING, LLC, *et al.*

Debtors.<sup>1</sup>

Chapter 11

Case No. 24-10443 (TMH)

(Jointly Administered)

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

**Obj. Deadline: July 3, 2024 at 4:00 p.m. (ET)<sup>2</sup>**

**HARTFORD FIRE INSURANCE COMPANY’S LIMITED OBJECTION TO DEBTORS’  
NOTICE OF CURE COSTS AND POTENTIAL ASSUMPTION AND ASSIGNMENT OF  
EXECUTORY CONTRACTS AND UNEXPIRED LEASES IN CONNECTION WITH  
SALE [DOC. NO. 535]; NOTICE OF SALE TRANSACTION [DOC. NO. 349] AND  
NOTICE OF FILING OF PROPOSED SALE ORDER [DOC. NO. 569]**

Hartford Fire Insurance Company (the “Surety”), by and through its undersigned counsel, hereby submits this limited objection (the “Limited Objection”) to the Debtors’ *Notice of Cure Costs and Potential Assumption and Assignment of Executory Contracts and Unexpired Leases in Connection with Sale* [Docket No. 535] (the “Notice of Assignment”); *Notice of Sale, Bidding Procedures, Auction, and Sale Hearing* [Docket No. 349] and *Notice of Filing of Proposed Sale Order* [Docket No. 569];<sup>3</sup> and respectfully states as follows:

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<sup>1</sup>The last four digits of SC Healthcare Holding, LLC’s tax identification number are 2584. The mailing address for SC Healthcare Holding, LLC is c/o Petersen Health Care Management, LLC 830 West Trailcreek Dr., Peoria, IL 61614. Due to large number of debtors in these Chapter 11 Cases, 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 has been made available on a website of the Debtors’ claims and noticing agent at [www.kccllc.net/Petersen](http://www.kccllc.net/Petersen).

<sup>2</sup> The Surety is filing this Limited Objection prior to the deadline of July 3, 2024, in order to give the Debtors, the Stalking Horse Bidder and any other bidders adequate time to address the issues raised in this Limited Objection. The Surety reserves its right to file a supplement to this Limited Objection by the objection deadline of July 3, 2024 or thereafter.

<sup>3</sup> The Surety objects to the Proposed Sale Order to the extent the Proposed Sale Order is not consistent with the relief sought by the Surety in this Limited Objection.



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### **BACKGROUND**

1. On March 21, 2024 (the “Petition Date”), the Debtors filed petitions for relief under Chapter 11 of Title 11 of the Bankruptcy Code. The Debtors continue to operate their businesses as debtors in possession and their chapter 11 cases are being jointly administered.

2. According to the Debtors, they operate nursing homes, and provide various healthcare and rehabilitation services for elderly citizens in Illinois, Missouri and Iowa. (*See* Declaration of David R. Campbell, Doc. No. 44 at ¶ 11).

3. Prior to the Petition Date, the Surety issued among other bonds, certain utility bonds (“Utility Bonds”) on behalf of certain Debtors as principal in favor of certain utility companies, and issued certain active nursing home surety bonds/long-term care facility – resident fund surety bonds, on behalf of certain Debtors and non-debtors as principal (which Debtors and non-debtors were obliged by state law to hold in trust said monies of residents in facilities located in Missouri and Illinois who entrusted monies to those certain Debtors and non-debtors) (collectively the “Nursing Home Bonds” and with the Utility Bonds, the “Bonds”). The aggregate penal sum of the active Bonds as of the Petition Date is \$4,722,279.00 (Declaration of Gregory Daily dated July 1, 2024 [“Daily Declaration”] at ¶ 3).

4. In connection with the Surety’s execution and/or issuance of the Bonds, certain of the Debtors and/or their non-debtor affiliates agreed to indemnify, exonerate and hold harmless the Surety. (*Id.* at ¶ 4).

5. Specifically, certain of the Debtors and/or their non-debtor affiliates as indemnitors, executed in favor of the Surety as indemnitee, a General Indemnity Agreement dated May 1, 2023 (“Indemnity Agreement”), executed by certain of the Debtors and non-debtors, including Petersen Health Operations, LLC; Petersen Health Care-Farmer City, LLC; Petersen Health Care-Illini,

LLC; Midwest Health Operations, LLC; Petersen Health Network, LLC (non-debtor); Petersen Health Care-Roseville, LLC; Swansea HCO, LLC; Watseka HCO, LLC; Bement HCO, LLC; Eastview HCO, LLC; Prairie City HCO, LLC; Tarkio HCO, LLC; Westside HCO, LLC; XCH, LLC; Collinsville HCO, LLC; Effingham HCO, LLC; Robings HCO, LLC; Tuscola HCO, LLC; Shangri La HCO, LLC; Havana HCO, LLC; Rosiclare HCO, LLC; Petersen Health Care Management, LLC; Twin HCO, LLC; SABL, LLC; Lebanon HCO, LLC; Royal HCO, LLC; Petersen Health Care, Inc; Vandalia HCO, LLC; Aledo HCO, LLC; McLeansboro HCO, LLC; Shelbyville HCO, LLC; Arcola HCO, LLC; Piper City HCO, LLC [Piper HCO, LLC is listed as a Debtor]; SJL Health Systems, Inc.; Petersen Management Company, LLC; Petersen Health Junction, LLC (non-debtor); Petersen Health & Wellness, LLC; Petersen Health Quality, LLC; Petersen Health Properties, LLC; Petersen Health Business, LLC; Petersen Health Group, LLC; Sullivan HCO, LLC, Aspen HCO, LLC; Decatur HCO, LLC; Pleasant View HCO, LLC; Petersen Health Care II, Inc.; Charleston HCO, LLC (non-debtor); Cumberland HCO, LLC (non-debtor); El Paso HCO, LLC; Flanagan HCO, LLC; Marigold HCO, LLC; Polo HCO, LLC; Casey HCO, LLC; Kewanee HCO, LLC; North Aurora HCO, LLC and non-debtor Mark B. Petersen. (*Id.* at ¶ 5).

6. The Indemnity Agreement, among other provisions, provides in pertinent part:

1(g) **“Loss”** means all payments made or obligations incurred by Hartford: (i) as a result of or arising out of any Default; and/or (ii) in the belief that it was or might be liable as a result of having Underwritten any Bond; and/or (iii) in investigating and responding to any Claim; and/or (iv) in enforcing this Agreement or any Other Surety Documents; and/or (v) in the belief that it would mitigate its exposure. Loss shall include, but not be limited to, Claim payments, attorney fees, consultant fees, court costs, mediation fees, arbitration fees, expert witness fees, travel expenses, unpaid premiums, advances and guarantees on behalf of an Indemnitor and interest on all amounts paid at the maximum statutory rate.

4. **Indemnification, Hold Harmless and Exoneration.** The Indemnitors shall indemnify, hold harmless and exonerate Hartford from and against any and Default, Loss, Claims and exposure or liabilities relating to Underwriting. The Indemnitors shall immediately be liable to Hartford for all Loss from the date such Loss was incurred by Hartford....

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6. **Additional Rights.** Hartford has the absolute right to: (a) Underwrite or decline to Underwrite any Bond; (b) consent to or refuse to modify any Bond; and (c) consistent with the Bond or applicable law continue, cancel, or non-renew any Bond.

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14. **Books and Records.** Until Hartford's liability or potential liability for all Bonds, Underwriting and Claims has been terminated and Hartford is without Loss or Claim, Hartford shall have the right to review and copy in their entirety each Indemnitor's Books and Records or other information it deems necessary....

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16. **Set-off.** Hartford shall have the absolute right to set off any amount owed to any Principal or Indemnitor against any amount owed by any Principal or Indemnitor to Hartford. Hartford shall have the absolute right to apply any amount owed to any third party owned or controlled by any Principal or Indemnitor against the amount owed by any Principal or Indemnitor to Hartford whether the transactions are related or not.

(*Id.* at ¶ 6 and Exhibit "A" thereto, redacted Indemnity Agreement).

7. The Indemnity Agreement is integral to the Bonds. The Surety would not have issued any of the Bonds absent execution of the Indemnity Agreement. As such, the Indemnity Agreement and the Bonds comprise an integrated agreement. (*Id.* at ¶ 7).

8. By way of letter dated March 26, 2024, the Surety received a claim from a utility company, Liberty, seeking payment of \$1,313.21 under a utility bond issued by the Surety in favor of Liberty, with respect to the principal Tarkio HCO LLC. The Surety made payment of \$1,313.21 on or about June 28, 2024. (*Id.* at ¶ 8).

9. The Surety has incurred legal fees and expenses relative to the Bonds, arising out of these bankruptcy proceedings, in the amount of at least \$37,845.76 through May 31, 2024, which legal fees and expenses continue to accrue. (*Id.* at ¶ 9).

10. The Debtors filed the Notice of Assignment which includes at Exhibit A, an Assumption Schedule. The Assumption Schedule identifies the Surety as a counterparty and lists various surety bonds that it seeks to potentially assume and assign. Two of the bond numbers listed in the Assumption Schedule do not match Hartford's records. Specifically, Hartford does not have record of issuing Bond Nos. 83BSBIY6246 or 83BSBJA5960 in favor of any Debtor or related entity. However, Hartford did issue Bond Nos. 83BSBIY6264 (Casey HCO, LLC) and 83BSBJA9560 (Petersen Health & Wellness, LLC), which the Debtors did not list on the Assumption Schedule, nor did the Debtors list the Indemnity Agreement on the Assumption Schedule. (*Id.* at ¶ 10).

### **ARGUMENT**

11. By way of this Limited Objection, the Surety does not object to the concept of a sale transaction and potential assumption and assignment of Debtors' executory contracts and unexpired leases in connection with a sale. However, the Surety hereby objects and puts all parties on notice that, *inter alia*, the Indemnity Agreement and Bonds cannot be sold, transferred and/or assumed and assigned without the consent of the Surety, which consent is currently not granted by the Surety, but which may or may not be granted by the Surety, after the Surety has more information concerning a proposed sale, including but not limited to financial information about any proposed Buyer. Moreover, the Indemnity Agreement is integral to the Bonds (as the Bonds would not have been issued without the Indemnity Agreement), such that if the Surety consents to

the assumption and assignment of any Bonds to the Buyer, the Indemnity Agreement must also be assumed and assigned.

12. The Debtors list the proposed cure amount as \$0, which is inaccurate.

13. To the extent a Sales Transaction is approved, any Order approving the Sales Transaction should contain language obligating the Buyer to (a) maintain Resident Trust Accounts in trust for the residents, (b) procure replacement bonds if the Surety does not consent to the assumption and assignment of any of the Bonds and the Indemnity Agreement, and does not agree to bond the Buyer, (c) maintain books and records for the benefit of the Surety to the extent any claims are made on any Bonds/Indemnity Agreement assumed and/or assigned to the Buyer, (d) be subject to the Surety and its beneficiaries' setoff rights and recoupment rights, (e) be subject to the rights of utility service providers and the Surety regarding funds set aside by the Debtors for the benefit of utility service providers, and (f) comply with certain requirements regarding any transition agreement.

**A. The Indemnity and Surety Agreements Cannot be Assumed or Assigned without Consent**

14. With respect to the Debtors' request seeking to have the Bankruptcy Court authorize assumption and assignment of executory contracts, to the extent that the Debtors seek to assume and assign any of the Bonds or the Indemnity Agreement, such assumption and assignment is not allowed pursuant to 11 U.S.C. § 365(c)(2) (absent the Surety's consent). The Indemnity Agreement is a "financial accommodation" contract through which the Bonds, among other things, are executed, issued and/or controlled, and thus all of these and related assets of the Surety may not be assumed or assigned without prior consent of the Surety.

15. Specifically, the ability of a debtor to assume and assign a contract is not unlimited.

The Bankruptcy Code specifically prohibits debtors from assuming certain contracts. Section 365

(c)(2) provides the following in pertinent part:

(c) The trustee may not assume or assign any executory contract or unexpired lease of the debtor, whether or not such contract or lease prohibits or restricts assignment of rights or delegation of duties, if—

...

(2) such contract is a contract to make a loan, or extend other debt financing or *financial accommodations*, to or for the benefit of the debtor, or to issue a security of the debtor....

(emphasis added).<sup>4</sup>

16. The Bankruptcy Code does not define the term “financial accommodation.” *See e.g. In re Adana Mortg. Bankers, Inc.*, 12 B.R. 977, 986 (Bankr. N.D. Ga. 1980) (regarding “financial accommodations” as used in Section 365(e)(2)(B)).

17. However, in *In re Adana*, the Court found the following regarding guaranty agreements:

The debtor contends that the Guaranty Agreements do not constitute contracts to make financial accommodations to or for the benefit of debtor. To the contrary, the facts show that the Guaranty Agreements are contracts to make financial accommodations to or for the benefit of debtor. First, the debtor asserts that the securities constitute a type of liability of the debtor. Second, GNMA is obligated to pay the securities holders if the debtor fails to do so. In other words, GNMA is required by the Guaranty Agreements to make payments promptly on liabilities of the debtor, should the debtor fail to make them. The obligation to pay money on the obligation of another is a financial accommodation.

*Id.* at 987.

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<sup>4</sup> In addition, Section 365 (e)(2)(B) provides that although certain contracts cannot be terminated or modified based on the bankruptcy filing, this prohibition does not apply when “such contract is a contract to make a loan, or extend other debt financing or *financial accommodations*, to or for the benefit of the debtor, or to issue a security of the debtor.” (Emphasis added).

18. Surety bonds are considered “financial accommodations” because they represent obligations to pay money based on the obligations of another. *In re Wegner Farms Co.*, 49 B.R. 440 (Bankr. N.D. Iowa 1985). The *Wegner Farms* Court explained that:

Certainly a surety bond does not fit neatly within the framework of traditional debt financing. Nonetheless, as noted by the court in *In re Adana Mortgage Bankers Inc.*, 12 B.R. 977, 987 (Bkrty.N.D.Ga.1980) (*Adana I*), even giving the term financial accommodation a narrow construction, “[t]he obligation to pay money on the obligation of another is a financial accommodation” within the meaning of section 365(c) and (e).

*Id.* at 444. Further, as set forth in *Matter of Edwards Mobile Home Sales, Inc.*, 119 B.R. 857, 859 (Bankr. M.D. Fla. 1990):

This Court agrees with the finding in *Wegner* and *Adana I* that an obligation to pay the debts of another is a “financial accommodation” and as such is encompassed by Section 365(c)(2). Accordingly, the Court finds the Ohio Casualty surety bond to be a financial accommodation which cannot be assumed pursuant to Section 365(c)(2).

19. Here, the Surety issued the Bonds on behalf of certain of the Debtors and/or their non-debtor affiliates by virtue of, among other things, the Indemnity Agreement. The Bonds and the Indemnity Agreement, without limitation, are financial accommodation contracts and therefore, they are not assignable by the Debtors at this time, without the consent of the Surety.

20. The Surety also objects to any assumption or assignment of any of the Bonds, as they are not property of the Debtors or their estate and therefore cannot be assigned. It has been held that a principal (such as certain of the Debtors) has no property interest in a surety bond issued by a third-party [surety] to guarantee the principal’s performance on its obligations. *O’Malley Lumber Co. v. Lockard (In re Lockard)*, 884 F.2d 1171, 1177 (9th Cir. 1989). Moreover, because the Debtors have no property rights in the Bonds, the Debtors cannot simply transfer the Bonds to an asset Buyer. The Bonds do not assure performance of any party other than the named principal.



In fact, the law of suretyship is clear that a surety is discharged from liability under its bond if there is an involuntary substitution of the principal under the bond, since such a change is a material modification to the underlying bonded contract that is prejudicial to the surety. *See, e.g., Becker v. Faber*, 19 N.E.2d 997, 999 (N.Y. 1939). Accordingly, the Bonds and the Surety's obligations thereunder are not assignable to a new principal such as the Buyer, without the Surety's consent.

21. Moreover, the Bonds and Indemnity Agreement are integrated contracts. The execution of the Indemnity Agreement was an inducement for the Surety to issue the Bonds, without which, the Surety would not have issued the Bonds. (*See* Daily Declaration at ¶ 7).

22. To the extent the Surety consents to the assumption and assignment of any one or more of the Bonds, the Indemnity Agreement must be assumed and assigned as well, as they collectively constitute an integrated contract. *See In re AbitibiBowater Inc.* 418 B.R. 815, 823 (Bankr. D.Del. 2009) (“all of the contracts that comprise an integrated agreement must either be assumed or rejected, since they all make up one contract.”)(internal cited source omitted).

**B. The Surety's Cure Costs Include Payment on a Utility Bond and Attorney's Fees and Expenses**

23. The Debtors' Assumption Schedule lists the Surety's Proposed Cure as \$0.00. This is incorrect.

24. As a threshold issue, the calculation of the amount of any Cure Cost in the Cure Notice [Doc. No. 264-2], should be calculated through an end-date that is earlier than the sale closing date. If the end-date is a yet-to-be determined closing date of a sale, then the cure cost cannot be calculated, as the end-date has not yet been established. Accordingly, any Cure Cost should be calculated through an express date so that an actual amount of cure, rather than an estimated amount of cure, may be determined. Additionally, each counterparty such as the Surety, should be permitted to reserve its right to determine and seek payment of any additional cure

amount that may be owed after that date, through the closing date.

25. With this caveat, the Surety's cure amount (should it consent to assumption of the bonds listed in the Assumption Schedule and assumption of the Indemnity Agreement), should include the Surety's payment of \$1,313.21 on Bond No. 83BSBJA9582, to be made in satisfaction of a utility company's (Liberty's) claim on that bond, and any other claim or claim made under that bond or any other of the Bonds, and the funds in the Adequate Assurance Deposit Account should also be protected as provided for in paragraph 37 hereinafter.

26. Additionally, the Surety's cure should include its attorney's fees and costs incurred and to be incurred in this matter through the closing date.

27. The Indemnity Agreement provides at paragraph 4 that the indemnitors shall exonerate the Surety for all Loss. Loss is defined as including, payments or obligations incurred by the Surety as a result of any Default, as well as attorney's fees and expenses. (See Daily Declaration at Exhibit "A," Redacted Indemnification Agreement at ¶1(g)("Loss")).

28. "Default" is defined to include "(ii) a Principal's failure ... to timely satisfy any Claim...; ... (vi)...the commencement of any proceeding regarding any Principal or Indemnitor on the basis of its actual or perceived insolvency, including, without limitation, bankruptcy... [and/or] (iv) in enforcing this Agreement or any Other Surety Documents....". (*Id.* at ¶1(d)("Default").

29. The Surety has incurred attorney fees and expenses in the amount of at least \$37,845.76 through May 31, 2024, which legal fees and expenses continue to accrue.

30. Accordingly, any proposed cure must be no less than \$39,158.88 (1,313.12 + \$37,845.76) through May 31, 2024, while allowing the Surety the opportunity to supplement (true-up) its cure amount through the closing date.<sup>5</sup>

**C. Limited Objection to Sale Transaction**

31. To the extent the Court approves the purchase of any of Debtors' assets that require the placement of nursing home and/or utility bonds, and unless the Surety agrees to the assumption and assignment to the Buyer of any of the Bonds and the Indemnity Agreement, any Order confirming the asset sale should include language obligating the Buyer to procure replacement bonds prior to the closing of any sale, unless the Surety agrees to bond the Buyer.

32. Additionally, beneficiaries and obligees on the Bonds, as well as the Surety, may have recoupment or setoff rights, by which the Surety may be subrogated to if it makes payment of a claim under any of the Bonds. For example, utility service providers may have prepetition deposits. Recoupment is a creditor's right, long recognized in bankruptcy proceedings that is not in the nature of a mere lien but is a defense to a claim for payment. *Lee v. Schweiker*, 739 F.2d 870, 875 (3d Cir. 1984) ("[W]here the creditor's claim against the debtor arises from the same transaction as the debtor's claim, it is essentially a defense to the debtor's claim . . ."). In other words, recoupment is used to determine the proper liability on amounts owed. *Reiter v. Cooper*, 507 U.S. 258, 265 n.2 (1993). Setoff "gives a creditor the right 'to offset a mutual debt owing by such creditor to the debtor,' provided that both debts arose before commencement of the bankruptcy action and are in fact mutual." *In re University Medical Center*, 973 F.2d 1065, 1079 (3d Cir. 1992) (quoting *in re Davidovich*, 901 F.2d 1533, 1537 (10th Cir. 1990)). While setoff rights are defined and delineated by applicable non-bankruptcy law, the Bankruptcy Code

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<sup>5</sup> Any Cure should also address the missing quarterly statements regarding resident funds, as raised in footnote 7.

recognizes and preserves these rights: “11 U.S.C. § 553(a) provides that with certain exceptions, whatever right of setoff otherwise exists is preserved in bankruptcy.” *Citizens Bank of Maryland v. Strumpf*, 516 U.S. 16, 18 (1995); *see also In re Luongo*, 259 F.3d 323, 333 (5th Cir. 2001) (“It is impossible for us to ignore the clear statement of § 553 that ‘this title . . . does not affect any right of a creditor to offset . . . .’”) (internal quotation source omitted). Because a Buyer’s interest is wholly derivative of the Debtors’ interest, the Buyer would have no greater right to payment than the Debtors. Put simply, the Debtors cannot assign greater rights than they possess. Further, any security interests granted to a lender remains subject to a Bond obligee’s (or the Surety’s, to the extent subrogated), setoff and recoupment rights. *See Newbery Corp. v. Fireman’s Fund Ins. Co.*, 95 F.3d 1392, 1403 (9th Cir. 1996) (holding that recoupment does not impair third party’s security interest, but “merely serves to determine the value of the claim in which the third party holds its interest”). Accordingly, language should be added to the Sale Order protecting those rights of the Surety’s obligees and the Surety; including, but not limited, to language providing that utility service providers’ rights in prepetition utility deposits prime any rights of a Buyer in prepetition utility deposits.

33. Any sale order should require the Buyer to maintain in trust, resident funds entrusted to such nursing homes. One of the reasons why the States of Illinois and Missouri require Defendants to procure the Nursing Home Bonds, is because the Debtors hold resident monies in trust, which monies belong to their residents.<sup>6</sup> The Debtors have acknowledged that such funds belong to the residents and are not property of the bankruptcy estate. (*See, e.g.*, Doc. No. 313, *Final DIP Order* at ¶ 40(c))(Resident Trust Accounts do not constitute property of the Debtors’

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<sup>6</sup> The amount of resident trust funds purportedly held by each Debtor as of the petition date is in each Debtors statements and schedules.

Estate). Accordingly, for the sake of clarity, the order approving any sale should require the Buyer to hold Resident Trust Accounts in trust.<sup>7</sup> While the Operations Transfer Agreement contains such language [See Operations Transfer Agreement at ¶ 3.2, p. 123 of 143 of Docket No. 564], it is not known if any potential buyer other than the Stalking Horse Bidder will agree to such language.

34. Moreover, the Buyer should be compelled to abide by all obligations required by way of any bonds, account agreements, state law and/or regulations that pertain to the use of funds in the resident trust accounts, and any Order approving of the asset sale should state as much.

35. To the extent that any of the Debtors and the Buyer enter into a transition or similar agreement, the Surety should not be required to continue to bond obligations during the transition period. Nevertheless, any proposed transition agreement should be filed with the Court and interested parties should be given ample opportunity to object.

36. Finally, to the extent that claims are brought against any of the Bonds, information relating to said claims may be contained in books and records being sold to a Buyer. Accordingly, any sale order should allow access to these books and records by the Surety.

#### **D. Proposed Language for Sale Order**

37. The Surety proposes that the Sale Order include the following language:

Notwithstanding any other provision of this Order, any sale agreement or any related documents (the "Sale Documents"), the rights of Hartford Fire Insurance Company, or their past, present or future parents, subsidiaries or affiliates (individually and collectively as the "Surety") against the Debtors and/or their non-debtor affiliates in connection with or arising out of: (i) any surety bonds and/or related instruments previously or in the future issued and/or executed by the Surety on behalf of any of the Debtors and/or any of their non-debtor affiliates (each a "Bond" and collectively the "Bonds"); (ii) any indemnity or indemnity-related agreement, including that certain General Indemnity Agreement dated May 1, 2023, executed by certain of the Debtors and

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<sup>7</sup> The *Patient Care Ombudsman's Initial Report* (Docket No. 523) filed on June 14, 2024, states at ¶¶ 28 – 29, that residents and their representatives are required by law to receive quarterly statements involving the resident's funds; yet the Ombudsman observed that not all of the Facilities are providing residents (or their representative) with quarterly reports. Counsel for the Surety sent an email to counsel for the Debtors on June 17, 2024, inquiring as to the lack of quarterly reports (*See* Exhibit "A"), and counsel did not respond, to date. Any "cure" should require that the Debtors provide residents with missing quarterly reports.

non-debtors, including Petersen Health Operations, LLC; Petersen Health Care-Farmer City, LLC; Petersen Health Care-Illini, LLC; Midwest Health Operations, LLC; Petersen Health Network, LLC (non-debtor); Petersen Health Care-Roseville, LLC; Swansea HCO, LLC; Watseka HCO, LLC; Bement HCO, LLC; Eastview HCO, LLC; Prairie City HCO, LLC; Tarkio HCO, LLC; Westside HCO, LLC; XCH, LLC; Collinsville HCO, LLC; Effingham HCO, LLC; Robings HCO, LLC; Tuscola HCO, LLC; Shangri La HCO, LLC; Havana HCO, LLC; Rosiclare HCO, LLC; Petersen Health Care Management, LLC; Twin HCO, LLC; SABL, LLC; Lebanon HCO, LLC; Royal HCO, LLC; Petersen Health Care, Inc; Vandalia HCO, LLC; Aledo HCO, LLC; McLeansboro HCO, LLC; Shelbyville HCO, LLC; Arcola HCO, LLC; Piper City HCO, LLC [Piper HCO, LLC is listed as a Debtor]; SJL Health Systems, Inc.; Petersen Management Company, LLC; Petersen Health Junction, LLC (non-debtor); Petersen Health & Wellness, LLC; Petersen Health Quality, LLC; Petersen Health Properties, LLC; Petersen Health Business, LLC; Petersen Health Group, LLC; Sullivan HCO, LLC, Aspen HCO, LLC; Decatur HCO, LLC; Pleasant View HCO, LLC; Petersen Health Care II, Inc.; Charleston HCO, LLC (non-debtor); Cumberland HCO, LLC (non-debtor); El Paso HCO, LLC; Flanagan HCO, LLC; Marigold HCO, LLC; Polo HCO, LLC; Casey HCO, LLC; Kewanee HCO, LLC; North Aurora HCO, LLC and non-debtor Mark B. Petersen., as indemnitor, in favor of the Surety, as indemnitee (the "Indemnity Agreement"); and (iii) any related documents, ((i), (ii), and (iii), collectively, are hereafter referred to as the "Surety Documents"), are neither affected nor impaired by the Sale Documents.

Unless otherwise agreed to by the Surety in writing, each of the Bonds will be replaced by the Buyer on or before the closing date of the sale pursuant to the Sale Documents such that the Bonds are fully released and fully discharged such that the Surety's actual or potential liability thereunder is extinguished ("Discharge Obligation").

Notwithstanding any other provision in the Sale Documents, if the Discharge Obligation is not complied with, and a claim or claims is or are asserted against any of the Bonds, then the Surety shall be granted access to, and may make copies of, any books and records that may be held by the Debtors or the buyer relating to any such claim. The Surety shall be given sixty (60) days' prior written notice of any proposed destruction of such books and records.

The Bonds and the Indemnity Agreement, without limitation, are financial accommodation contracts and therefore, they are not assignable by the Debtors at this time, without the consent of the Surety. Moreover, to the extent the Surety consents to the assumption and assignment of any one or more of the Bonds, the Indemnity Agreement must be assumed and assigned as well.

To be clear, notwithstanding any other provision in the Sale Documents, unless the Surety provides its express written consent, the Surety Documents may not be assumed, assumed and assigned, or otherwise used in any manner for the direct or indirect benefit of any Buyer, any of the Debtors or any other related entities. If the Discharge Obligation is not complied with as of the closing date(s) of any sale (which obligation should be complied with by that time), or if any of the Bonds are, in the discretion of the Surety, exposed to liability during any transition period under a formal or information transition agreement between or among any of the Debtors and any buyer or during a period when the Acquired Assets are being held in trust, then any such Buyer shall comply with and be bound by the Indemnity Agreement as if such Buyer had executed same and such Buyer shall indemnify and hold the Surety harmless against any debt, liability, loss or obligation,

including legal fees, costs and expenses, and shall continue to be obligated to comply with the Discharge Obligation as soon as possible.

Any Transition Agreement entered into between any of the Debtors and the Buyer should be filed with the Court with time for objection thereto.

Notwithstanding anything herein to the contrary, the Surety reserves its rights to: refuse to modify, extend the term of, or increase the amount of, any bond, including any of the Bonds; cancel, terminate or take any other action with respect to the Bonds, to the extent permitted by law; and refuse to issue any new bond to the Debtors, their non-debtor affiliates or any other person or entity.

Notwithstanding any other provision in the Sale Documents, all set-off and recoupment rights of Surety and any obligee or beneficiary under any of the Bonds are preserved against the Debtors and their non-debtor affiliates, and, to the extent applicable, said set-off and recoupment rights shall attach to the proceeds of any sale in the same priority as already exists. To be clear, utility service providers' rights in prepetition utility deposits prime any rights of a Buyer in any such prepetition utility deposits.

Notwithstanding any other provisions in the Sales Documents, or the proposed cure amount of \$0 listed for the possible assumption and assignment of certain of the Bonds as stated in the *Notice of Cure Costs and Potential Assumption and Assignment of Executory Contracts and Unexpired Leases in Connection with Sale* ("Notice") [Docket No. 535], the cure amount relative to the assumption and assignment of any of the Bonds and/or the Indemnity Agreement is no less than \$39,158.88, inclusive of its attorney's fees through May 31, 2024, and the Surety shall retain its right to submit to the Debtors for payment, any supplemental Cure Amount from June 1, 2024 through the date of closing.

The Buyer shall hold in trust all Resident Trust Accounts that are governed by the Illinois Nursing Home Care Act or the Missouri Omnibus Nursing Home Act and the Buyer will abide by all obligations required by way of any bonds, account agreements, state law and/or regulations that pertain to the use of funds in the Resident Trust Accounts. As residents and their representatives are required by law to receive quarterly statements involving the resident's funds; if any quarterly statements involving resident funds have not been so provided, Debtors shall provide residents with any missing quarterly reports within 30 days of the closing date, or, if the relevant records have been transferred to the Buyer, then the Buyer should comply with this paragraph.

No liens shall attach to the Adequate Assurance Deposit Account (utility provider postpetition reserve account), nor to any prepetition deposits held by a utility service provider, except as to any reversionary interest of the Debtors. The Debtors and Buyer shall not seek to recover any reversionary interest in the Adequate Assurance Deposit Account until after it has made full and final payment to all utility service providers with an interest in any funds in the Adequate Assurance Deposit Account, prior to terminating any account with the utility service providers as of the closing date, as provided in paragraph 3.04 of the Asset Purchase Agreement.

**RESERVATION OF RIGHTS**

38. The submission of this Limited Objection by the Surety is not intended as, and shall not be construed as: (a) the Surety's admission of any liability or waiver of any defenses or limitation of any rights of Surety with respect to any claims against any one or more of the Bonds or under any indemnity agreement in favor of the Surety, including the Indemnity Agreement; (b) the Surety's waiver or release of any right to exoneration it may have against anyone with respect to any of the Bonds; (c) the Surety's waiver or release of its right to be subrogated to the rights of one or more of the parties paid in connection with the Bonds; (d) an election of remedy; or (e) consent to the determination of any of the Debtors' liability to the Surety by any particular court, including, without limitation, the Bankruptcy Court.

39. The Surety reserves the right to object and put forth any argument in relation to any sale proposed by the Debtors, after an auction or otherwise, and to raise any arguments by any other party in their objection(s) to the Motions or any future sale hearing.

40. The Surety expressly reserves, and does not waive, any and all of its rights, claims, defenses, limitations, and/or exclusions in connection with its and any of the Debtors' or its affiliates' rights and obligations under the Indemnity Agreement, the Bonds, applicable law, or otherwise. Surety further reserves all rights to assert any and all such rights, claims, defenses, limitations and/or exclusions in any appropriate manner or forum whatsoever (including, without limitation, any of its rights to have any non-core matter relating to the interpretation of its contractual rights and Debtors' contractual obligations adjudicated by the United States District Court).

41. The Surety further reserves all of its rights to raise any issues contained in this Limited Objection and any other related issues in any procedurally appropriate contested matter



and/or adversary proceeding, including, without limitation, (i) objections to confirmation of any plan; (ii) a separate adversary proceeding requesting any appropriate declaratory and/or injunctive relief; (iii) or an objection to any subsequent motion seeking approval of an asset sale to any prospective asset Buyer with respect to any contractual rights that may be adversely affected by a sale motion or the confirmation of any plan.

**CONCLUSION**

**WHEREFORE**, for the reasons set forth herein, the Surety respectfully requests that the foregoing limited objections be addressed in any Order approving the Assumption Schedule annexed to the Debtors *Notice of Cure Costs and Potential Assumption and Assignment of Executory Contracts and Unexpired Leases in Connection with Sale* [Docket No. 535] as well as in any Order approving the Sale Transaction.

**McELROY, DEUTSCH, MULVANEY  
& CARPENTER, LLP**

Dated: July 1, 2024

/s/ Gary D. Bressler

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-and-

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*Counsel to Hartford Fire Insurance Company*

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

In re:

SC HEALTHCARE HOLDING, LLC, *et al.*

Debtors.<sup>1</sup>

Chapter 11

Case No. 24-10443 (TMH)

(Jointly Administered)

**DECLARATION OF GREGORY DAILY IN SUPPORT OF HARTFORD FIRE  
INSURANCE COMPANY'S LIMITED OBJECTION TO DEBTORS' *NOTICE OF  
CURE COSTS AND POTENTIAL ASSUMPTION AND ASSIGNMENT OF  
EXECUTORY CONTRACTS AND UNEXPIRED LEASES IN CONNECTION WITH  
SALE [DOC. NO. 535]; NOTICE OF SALE TRANSACTION [DOC. NO. 349] AND  
NOTICE OF FILING OF PROPOSED SALE ORDER [DOC. NO. 569]***

I, GREGORY DAILY, of full age, hereby declare as follows:

1. I am Vice President, Bond Claims, The Hartford Financial Services Group, Inc.

As such, I am fully familiar with the facts contained in this Declaration.

2. I make this Declaration on behalf of Hartford Fire Insurance Company (the "Surety").

3. Prior to the Petition Date, the Surety issued among other bonds, certain utility bonds ("Utility Bonds") on behalf of certain Debtors as principal in favor of certain utility companies, and issued certain active nursing home surety bonds/long-term care facility – resident fund surety bonds, on behalf of certain Debtors and non-debtors as principal (which Debtors and non-debtors were obliged by state law to hold in trust said monies of residents in facilities located in Missouri and Illinois who entrusted monies to those certain Debtors and non-

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<sup>1</sup>The last four digits of SC Healthcare Holding, LLC's tax identification number are 2584. The mailing address for SC Healthcare Holding, LLC is c/o Petersen Health Care Management, LLC 830 West Trailcreek Dr., Peoria, IL 61614. Due to large number of debtors in these Chapter 11 Cases, 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 has been made available on a website of the Debtors' claims and noticing agent at [www.kccllc.net/Petersen](http://www.kccllc.net/Petersen).

debtors) (collectively the “Nursing Home Bonds” and with the Utility Bonds, the “Bonds”). The aggregate penal sum of the active Bonds as of the Petition Date is \$4,722,279.00.

4. In connection with the Surety’s execution and/or issuance of the Bonds, certain of the Debtors and/or their non-debtor affiliates agreed to indemnify, exonerate and hold harmless the Surety.

5. Specifically, certain of the Debtors and/or their non-debtor affiliates as indemnitors, executed in favor of the Surety as indemnitee, a General Indemnity Agreement dated May 1, 2023 (“Indemnity Agreement”), executed by certain of the Debtors and non-debtors, including Petersen Health Operations, LLC; Petersen Health Care-Farmer City, LLC; Petersen Health Care-Illini, LLC; Midwest Health Operations, LLC; Petersen Health Network, LLC (non-debtor); Petersen Health Care-Roseville, LLC; Swansea HCO, LLC; Watseka HCO, LLC; Bement HCO, LLC; Eastview HCO, LLC; Prairie City HCO, LLC; Tarkio HCO, LLC; Westside HCO, LLC; XCH, LLC; Collinsville HCO, LLC; Effingham HCO, LLC; Robings HCO, LLC; Tuscola HCO, LLC; Shangri La HCO, LLC; Havana HCO, LLC; Rosiclare HCO, LLC; Petersen Health Care Management, LLC; Twin HCO, LLC; SABL, LLC; Lebanon HCO, LLC; Royal HCO, LLC; Petersen Health Care, Inc; Vandalia HCO, LLC; Aledo HCO, LLC; McLeansboro HCO, LLC; Shelbyville HCO, LLC; Arcola HCO, LLC; Piper City HCO, LLC [Piper HCO, LLC is listed as a Debtor]; SJL Health Systems, Inc.; Petersen Management Company, LLC; Petersen Health Junction, LLC (non-debtor); Petersen Health & Wellness, LLC; Petersen Health Quality, LLC; Petersen Health Properties, LLC; Petersen Health Business, LLC; Petersen Health Group, LLC; Sullivan HCO, LLC, Aspen HCO, LLC; Decatur HCO, LLC; Pleasant View HCO, LLC; Petersen Health Care II, Inc.; Charleston HCO, LLC (non-debtor); Cumberland HCO, LLC (non-debtor); El Paso HCO, LLC; Flanagan HCO, LLC;

Marigold HCO, LLC; Polo HCO, LLC; Casey HCO, LLC; Kewanee HCO, LLC; North Aurora HCO, LLC and non-debtor Mark B. Petersen.

6. The Indemnity Agreement, among other provisions, provides in pertinent part:

1(g) **“Loss”** means all payments made or obligations incurred by Hartford: (i) as a result of or arising out of any Default; and/or (ii) in the belief that it was or might be liable as a result of having Underwritten any Bond; and/or (iii) in investigating and responding to any Claim; and/or (iv) in enforcing this Agreement or any Other Surety Documents; and/or (v) in the belief that it would mitigate its exposure. Loss shall include, but not be limited to, Claim payments, attorney fees, consultant fees, court costs, mediation fees, arbitration fees, expert witness fees, travel expenses, unpaid premiums, advances and guarantees on behalf of an Indemnitor and interest on all amounts paid at the maximum statutory rate.

4. **Indemnification, Hold Harmless and Exoneration**. The Indemnitors shall indemnify, hold harmless and exonerate Hartford from and against any and Default, Loss, Claims and exposure or liabilities relating to Underwriting. The Indemnitors shall immediately be liable to Hartford for all Loss from the date such Loss was incurred by Hartford....

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6. **Additional Rights**. Hartford has the absolute right to: (a) Underwrite or decline to Underwrite any Bond; (b) consent to or refuse to modify any Bond; and (c) consistent with the Bond or applicable law continue, cancel, or non-renew any Bond.

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14. **Books and Records**. Until Hartford’s liability or potential liability for all Bonds, Underwriting and Claims has been terminated and Hartford is without Loss or Claim, Hartford shall have the right to review and copy in their entirety each Indemnitor’s Books and Records or other information it deems necessary....

\*\*\*

16. **Set-off**. Hartford shall have the absolute right to set off any amount owed to any Principal or Indemnitor against any amount owed by any Principal or Indemnitor to Hartford. Hartford shall have the absolute right to apply any amount owed to any third party owned or controlled by any Principal or Indemnitor against the amount owed by any Principal or Indemnitor to Hartford whether the transactions are related or not.

(*Id.* at ¶ 6 and Exhibit “A” hereto, redacted Indemnity Agreement).

7. The Indemnity Agreement is integral to the Bonds. The Surety would not have issued any of the Bonds absent execution of the Indemnity Agreement. As such, the Indemnity Agreement and the Bonds comprise an integrated agreement.

8. By way of letter dated March 26, 2024, the Surety received a claim from a utility company, Liberty, seeking payment of \$1,313.21 under a utility bond issued by the Surety in favor of Liberty, with respect to the principal Tarkio HCO LLC. The Surety made payment of \$1,313.21 on or about June 28, 2024. (*Id.* at ¶ 8).

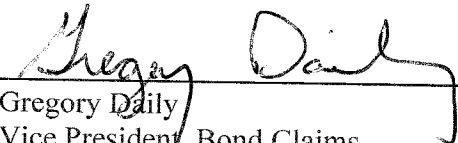
9. The Surety has incurred legal fees and expenses relative to the Bonds, arising out of these bankruptcy proceedings, in the amount of at least \$37,845.76 through May 31, 2024, which legal fees and expenses continue to accrue. (*Id.* at ¶ 9).

10. The Debtors filed a *Notice of Cure Costs and Potential Assumption and Assignment of Executory Contracts and Unexpired Leases in Connection with Sale* [Doc. No. 535] which includes at Exhibit A, an Assumption Schedule. The Assumption Schedule identifies the Surety as a counterparty and lists various surety bonds that it seeks to potentially assume and assign. Two of the bond numbers listed in the Assumption Schedule, do not match Hartford's records. Specifically, Hartford does not have record of issuing Bond Nos. 83BSBIY6246 or 83BSBJA5960 in favor of any Debtor or related entity. However, Hartford did issue Bond Nos. 83BSBIY6264 (Casey HCO, LLC) and 83BSBJA9560 (Petersen Health & Wellness, LLC), which the Debtors did not list on the Assumption Schedule, nor did the Debtors list the Indemnity Agreement on the Assumption Schedule.

[The Remainder of this Page is Left Blank, Intentionally]

I declare under penalty of perjury that this Declaration is true and correct to the best of my knowledge.

Executed on: July 1, 2024

  
\_\_\_\_\_  
Gregory Daily  
Vice President, Bond Claims

**EXHIBIT A**  
**Redacted Indemnity Agreement**



## General Indemnity Agreement

This General Indemnity Agreement (“Agreement”) is made and entered into by the undersigned, for themselves and others, in favor of and to induce Hartford to Underwrite Bonds. In consideration thereof, the undersigned jointly and severally acknowledge and agree as follows:

1. **Definitions.** All defined words and terms shall be understood to include each and every tense and form of said words and terms along with their singular, plural, feminine or masculine forms whenever the context requires and shall be liberally construed in favor of Hartford.
  - (a) **“Bond”** means any and all bonds, undertakings, guarantees, commitments, obligations of suretyship and like instruments Underwritten by Hartford, including all riders, renewals, continuations, endorsements, changes or modifications.
  - (b) **“Books and Records”** means all manner of books, records, financial statements, bank records, cancelled checks, tax returns, computer systems, computer programs, software, accounts, invoices, contract documents, correspondence, account statements, reports, audits, work papers, memos, emails, voice mails, photographs, videos and the like, however, wherever and in whatever manner created, stored or maintained.
  - (c) **“Claim”** means any claim, demand, notice, lawsuit, arbitration proceeding, regulatory proceeding, subpoena, or request for information related to: (i) any Bond; (ii) Underwriting; (iii) any Indemnitor; or (iv) any Principal.
  - (d) **“Default”** shall include the following:
    - (i) a Principal’s breach of, abandonment of, or its failure, refusal or inability to timely perform, in whole or in part, any obligation for which a Bond has been Underwritten;
    - (ii) a Principal’s failure, refusal or inability to timely satisfy any Claim or obligation in connection with a Bond;
    - (iii) a Principal’s or Indemnitor’s failure, refusal or inability to timely satisfy each and every term, obligation or condition of this Agreement or any other agreement in favor of Hartford;
    - (iv) a declaration of default by an obligee or beneficiary of any Bond;
    - (v) a dissipation or diversion of assets by any Principal or Indemnitor which impairs the performance of any term or condition of this Agreement or any obligation for which a Bond has been Underwritten;
    - (vi) any Principal or Indemnitor becoming insolvent or the commencement of any proceeding regarding any Principal or Indemnitor on the basis of its actual or perceived insolvency, including, without limitation, bankruptcy, receivership, reorganization, liquidation, or any similar proceeding;
    - (vii) the commencement or continuation of any proceeding which interferes with the Principal’s performance of any obligation for which a Bond has been Underwritten;
    - (viii) the death, disappearance, adjudged incompetence, incarceration, commitment or felony conviction of any Indemnitor or Principal;
    - (ix) any material change in the character, financial condition, identity, control, management, or ownership of any Indemnitor or Principal;
    - (x) a material adverse financial, operational or marketplace occurrence which interferes or may interfere with any Indemnitors ability to discharge its obligations under this Agreement;
    - (xi) a Principal or Indemnitor providing, directly or indirectly, any materially false or misleading statement, document or disclosure to Hartford;
    - (xii) a Principal’s or Indemnitor’s failure to fully and timely disclose to Hartford any material information regarding (a) its ability to perform this Agreement and/or Other Surety Documents; (b) any obligation for which a Bond has been Underwritten; and/or (c) any Claim.



## General Indemnity Agreement

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- (e) **“Hartford”** means The Hartford Financial Services Group, Inc. and its direct and indirect insurance company subsidiaries, affiliates, divisions, co-sureties, reinsurers, and/or any entity Underwriting a Bond at the request of Hartford, and all successors and assigns of all of the aforementioned entities.
- (f) **“Indemnitor”** means all persons or entities signing this Agreement and their respective heirs, successors, assigns, executors, personal representatives, administrators, marital communities, co-venturers, affiliates, divisions and direct or indirect subsidiaries, whether now existing or hereafter acquired or created. Indemnitor also means any Principal and any person or entity acquiring through merger, acquisition or similar transaction a controlling interest in any Principal.
- (g) **“Loss”** means all payments made or obligations incurred by Hartford: (i) as a result of or arising out of any Default; and/or (ii) in the belief that it was or might be liable as a result of having Underwritten any Bond; and/or (iii) in investigating and responding to any Claim; and/or (iv) in enforcing this Agreement or any Other Surety Documents; and/or (v) in the belief that it would mitigate its exposure. Loss shall include, but not be limited to, Claim payments, attorney fees, consultant fees, court costs, mediation fees, arbitration fees, expert witness fees, travel expenses, unpaid premiums, advances and guarantees on behalf of an Indemnitor and interest on all amounts paid at the maximum statutory rate.
- (h) **“Other Surety Documents”** means other written agreements or documents with or in favor of Hartford including, without limitation, indemnity agreements, collateral agreements, loan agreements, subordination agreements, capital retention agreements, stock pledge agreements, forbearance agreements, deeds, notes, conveyances, name change agreements and other agreements and documents of like description, whether executed prior to, contemporaneously with or subsequent to the execution of this Agreement.
- (i) **“Principal”** means any person or entity named on any Bond or for whom a Bond is Underwritten and its respective heirs, successors and assigns.
- (j) **“Underwrite”** means all manner of underwriting, including furnishing, issuing, procuring, analyzing, assuming, executing, considering, renewing, extending, altering, modifying, replacing, participating in, refusing, declining, cancelling, non-renewing or continuing any Bond.
2. **Application of Agreement.** This Agreement shall apply to all Bonds Underwritten and Underwriting by Hartford, whether prior to, simultaneously with, or subsequent to this Agreement’s execution (a) on behalf of any Indemnitor; and/or (b) at the request of any Indemnitor; and/or (c) for the benefit of any Indemnitor; and/or (d) for any parent, division, successor, assign, affiliate, or direct or indirect subsidiary of any Indemnitor. This Agreement is solely for the benefit of Hartford and no other person or entity shall have any rights under this Agreement. This Agreement and any Other Surety Documents are cumulative with, in addition to, not in lieu of and shall not be deemed to supersede, replace or compete with one another but shall in all respects be construed to be complementary. Conflicts or differences between the provisions of this Agreement and Other Surety Documents shall be construed as broadly as possible in favor of Hartford.
3. **Representations of Fact.** The Indemnitors represent, warrant and agree that each has a substantial, material and beneficial interest in (a) Hartford Underwriting Bonds; and (b) obtaining Bonds hereunder; and (c) each of the other Indemnitors obtaining Bonds hereunder; and (d) the transaction(s) for which they or any other Indemnitor has applied or will apply to Hartford for Bonds pursuant to this Agreement. The Indemnitors represent and warrant (a) there have been no written or verbal representations made to induce the Indemnitors to execute this Agreement; and (b) each and every agreement, term, commitment, condition and waiver contained in this Agreement was knowingly, willingly and voluntarily made as an inducement to Hartford after a full and complete opportunity by Indemnitors to have the entirety

## General Indemnity Agreement

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of this Agreement reviewed carefully by legal counsel; and (c) that all Books and Records, information and disclosures provided to Hartford are materially accurate and complete.

4. **Indemnification, Hold Harmless and Exoneration.** The Indemnitors shall indemnify, hold harmless and exonerate Hartford from and against any and all Default, Loss, Claims and exposure or liabilities relating to Underwriting. The Indemnitors shall immediately be liable to Hartford for all Loss from the date such Loss was incurred by Hartford. Indemnitors agree that verified originals, copies, computer printouts, or other payment records kept or prepared by Hartford in the ordinary course of business shall be prima facie evidence of the fact and amount of Loss. Hartford may bring separate suits on this Agreement as causes of action accrue and the bringing of such suit or suits or the recovery of a judgment upon any cause of action shall not prejudice or bar the bringing of additional suits or causes of action.
5. **Premiums.** Principal and/or Indemnitors shall timely pay to Hartford all Bond premiums. Bond premiums are due until Hartford has been provided evidence satisfactory to it of its release from the obligations of the Bond.
6. **Additional Rights.** Hartford has the absolute right to: (a) Underwrite or decline to Underwrite any Bond; (b) consent to or refuse to modify any Bond; and (c) consistent with the Bond or applicable law continue, cancel, or non-renew any Bond.
7. **Waiver.**
  - (a) **General Waivers.** Indemnitors expressly waive notice of and release any and all claims and defenses of any nature against Hartford relating to or arising out of:
    - (i) Hartford's Underwriting or declining to Underwrite any Bond;
    - (ii) any Claim, Default, or notice relating to any Bond or Underwriting;
    - (iii) Hartford's acquisition, non-acquisition or release of any contract, legal or equitable interest, security, collateral, assignment, indemnification or other right, whether involving a Principal, an Indemnitor or otherwise;
    - (iv) Hartford's exercise, forbearance, or delay in exercising or non-exercise of any right or remedy under this Agreement or at law;
    - (v) information that may come to the attention of Hartford which affects or might affect its rights and liabilities or those of the Indemnitors or any of them; and/or
    - (vi) the execution of Other Surety Documents.
  - (b) **Waiver of Homestead/Property.** To the extent permitted by law, Indemnitors expressly waive, abandon and agree not to assert in any proceeding or action relating to any Bond or the enforcement of this Agreement, any statutory or common law claims or exemptions relating to Homestead and any claim that any property, whether Homestead or otherwise, is exempt from levy, execution, sale or other legal process under the laws of any State, Territory, Possession or Tribe.
  - (c) **Procedural Waivers.** In any proceeding or action relating to any Bond or the enforcement of this Agreement, Indemnitors, unless requested by Hartford to assert said rights, expressly waive, abandon and agree not to assert as a claim, defense or otherwise:
    - (i) any objection to venue, claim of forum non conveniens or any claim that the court in which the action or proceeding is brought lacks personal or subject matter jurisdiction; and
    - (ii) any claim that the law applicable to any action or proceeding as determined by Hartford is improper or incorrect; and
    - (iii) exhaustion of remedies; and
    - (iv) the single action rule; and
    - (v) that the action or proceeding is subject to arbitration.

General Indemnity Agreement

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8. **INDEMNITORS WAIVE ANY RIGHT TO A TRIAL BY JURY.**

9. **Notice.** Principal and Indemnitors shall immediately notify Hartford in writing of any Claim, Default or notice related to any Bond.

10. **Compliance.** Principal and Indemnitors shall be solely responsible for ensuring that any Bonds comply with all contractual or statutory requirements. Hartford does not guarantee the acceptance of its Bonds by any obligee.

11. **Demand for Collateral.** On Hartford's demand, the Indemnitors shall immediately but no later than thirty (30) days after demand, deposit with Hartford collateral in form, amount and value acceptable to Hartford. Hartford may, in its sole discretion, demand collateral under this provision regardless of whether any Claim has been made, any Default has occurred or any Loss has been incurred. Hartford shall have no duty to invest or pay interest on any collateral. Said collateral may be used by Hartford in its sole discretion at any time without notice to the Indemnitors to accomplish the purposes of this Agreement. In the event Hartford accepts collateral other than funds, Hartford is authorized, without notice to Indemnitors, to manage, borrow against, sell, pledge, convey or dispose of said collateral to accomplish the purposes of this Agreement.

12. **Claim Settlement/Mitigation.** Hartford shall have the absolute discretion and unconditional right but not the obligation to pay, perform, adjust, settle, compromise, deny, defend, tender, dispute, litigate, appeal, or otherwise resolve any Claim or pay any Loss in whole or in part or remedy any Default. Hartford's decision shall be binding upon and conclusive as to Indemnitors' liability to Hartford.

13. **Attorney-In-Fact.** The Indemnitors irrevocably appoint and designate Hartford as attorney-in-fact with the right, but not the obligation, to exercise all rights, to create, execute and deliver any documents and to take and perform all other actions deemed necessary by Hartford to secure all rights provided by this Agreement, any Other Surety Documents or at law. The Indemnitors ratify and confirm all actions taken or to be taken by Hartford as attorney-in-fact.

14. **Books and Records.** Until Hartford's liability or potential liability for all Bonds, Underwriting and Claims has been terminated and Hartford is without Loss or Claim, Hartford shall have the right to review and copy in their entirety each Indemnitor's Books and Records or other information it deems necessary. Indemnitors agree to fully cooperate and provide immediate access to Books and Records or other information requested and shall direct third parties to cooperate and disclose same to Hartford.

15. **Rights Between Indemnitors/Priority to Hartford.** In the event of any Default, Loss, or Claim no Indemnitor shall have a right of indemnity or contribution against any other Indemnitor until all obligations to Hartford under this Agreement, Other Surety Documents, and at law have been fully satisfied.

16. **Set-off.** Hartford shall have the absolute right to set off any amount owed to any Principal or Indemnitor against any amount owed by any Principal or Indemnitor to Hartford. Hartford shall have the absolute right to apply any amount owed to any third party owned or controlled by any Principal or Indemnitor against the amount owed by any Principal or Indemnitor to Hartford whether the transactions are related or not.

17. **Joint, Several and Continuing Obligations.** The Indemnitors' obligations under this Agreement and Other Surety Documents are joint, several and continuing. Hartford shall not be required to enforce or exhaust its rights or remedies against any one or more Indemnitors before asserting its rights against any other Indemnitors.

General Indemnity Agreement

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18. **Termination of Prospective Liability.** An Indemnitor's exclusive means of terminating its prospective liability under this Agreement shall be through a written notice sent by overnight delivery, personal service, certified or registered mail to Hartford Fire Insurance Company, Bond Department, One Hartford Plaza, T-12, Hartford, CT 06155, Attn: Vice President, Bond. Said termination shall be effective on the later of the date set forth in the notice or 30 days after actual receipt of the notice by Hartford's designated recipient as set forth herein. Said termination shall not release the terminating Indemnitor from obligations under this Agreement for Underwriting or Bonds Underwritten prior to the effective date of termination or which arose prior to the effective date of termination nor shall it affect the continuing liability of any non-terminating Indemnitor.
19. **Severability.** In the event any part of this Agreement shall be deemed invalid or unenforceable under the law of the place governing its construction, then such part only shall be considered as deleted and the remainder of this Agreement shall continue in full force and effect.
20. **Modifications.** No verbal modification of this Agreement shall be effective. All modifications shall be made by written amendment executed to form a part hereof.
21. **Credit Records.** Indemnitors expressly authorize Hartford to access its credit records and to make such pertinent inquiries as may be necessary from third party sources for the following purposes: (a) to verify information supplied to Hartford; (b) Underwriting; (c) debt collection; and/or (d) in the event of a Default, Loss or Claim.
22. **Equitable Remedies.** In the event of a Default, Loss or Claim, Hartford is entitled to specific performance of this Agreement including relief in the form of a preliminary, temporary or permanent injunction and/ or restraining order or such other relief as may be available. The Indemnitors failure to immediately perform any obligation or requirement of this Agreement, or Other Surety Documents shall cause irreparable harm to Hartford for which there is no adequate remedy at law. On Hartford's demand the Indemnitors shall stipulate and Hartford may as attorney in fact stipulate that Hartford is entitled to all manner of equitable relief including, without limitation, specific performance and injunctive relief in addition to the relief otherwise afforded by this Agreement, Other Surety Documents or at law.
23. **Time is of the Essence.** Time is of the essence with respect to Indemnitors' obligations under this Agreement.
24. **Counterparts/Signatures.** This Agreement may be executed in any number of counterparts, each of which may be signed by fewer than all of the parties hereto. Each of the counterparts shall be an original but all of the counterparts together shall constitute one Agreement. The failure by any person or entity to execute this Agreement or the invalidity of any signature for any reason shall not render this Agreement invalid or unenforceable as to any of the undersigned. Minor irregularities, deficiencies or discrepancies in any signature shall not affect or invalidate any Indemnitors obligations to Hartford.
25. **Headings.** Paragraph headings are inserted for convenience only and are not to be used to interpret this Agreement.
26. **Copy as Original.** A true and correct copy of this Agreement in whatever form executed, maintained or stored which has been authenticated as such by a sworn statement from Hartford shall for all purposes be accepted as an original.
27. **Jurisdiction/Venue/Choice of Law.** At the sole election of Hartford, this Agreement is to be governed by the laws of the State (a) in which any Indemnitor resides or can be located or (b) which is the site of any obligation for which any Bond is Underwritten. At the sole election of Hartford, the venue for any dispute shall be at the State or Federal

## General Indemnity Agreement

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Court of the State (a) in which any Indemnitor resides or can be located or (b) which is the site of any obligation for which any Bond is Underwritten. Hartford's elections shall be binding on the Indemnitors.

**28. Special Provision.** [This Paragraph intentionally left blank.]

**The undersigned acknowledge that, not including all signature pages, this is a 63 page document containing 28 numbered paragraphs.**

**Each of the undersigned affirms to Hartford that he or she has read and understands this Agreement. If executing this Agreement as a representative of an entity, each of the undersigned hereby represents, warrants and affirms to Hartford that (a) he or she is aware of all the documents which establish the rights and govern the affairs and authority of the entity on whose behalf he or she signs this Agreement; (b) the execution, delivery and performance of this Agreement by the entity shall not be in conflict with or result in a violation of any term, condition or provision of any charter documents, bylaws, operating agreements or similar formation or operational documents of such entity, or any law, rule, regulation, order, writ, injunction, judgment or decree of any court or governmental authority or any other agreement binding upon the entity; (c) he or she is duly authorized and empowered by the entity to execute this Agreement and to bind the entity to all of the obligations, terms and conditions of this Agreement.**

Dated: **05/01/2023**

**[Signature(s) Appear on Following Page(s)]**

## Signature for General Indemnity Agreement –Corporate Indemnitor

Corporate indemnity signatures must be by corporate officers empowered to sign. Witness signatures must be by the corporate secretary or member of the corporate indemnitor. Each indemnitor signature must have a separate acknowledgment.

**ATTESTOR:**

DocuSigned by:  
*Marikay Snyder*  
F733CD2C452B4A0...

Marikay Snyder  
General Counsel

**INDEMNITOR:**

Petersen Health Operations, LLC

DocuSigned by:  
*Mark B. Petersen*  
E1D40F5AE7E4406...

By: \_\_\_\_\_

Mark B. Petersen  
Manager

Tax ID: \_\_\_\_\_

Address: 830 West Trailcreek Drive  
Peoria IL 61614

May 3, 2023 | 7:54 AM PDT

May 1, 2023 | 12:39 PM EDT

## Signature for General Indemnity Agreement –Corporate Indemnitor

Corporate indemnity signatures must be by corporate officers empowered to sign. Witness signatures must be by the corporate secretary or member of the corporate indemnitor. Each indemnitor signature must have a separate acknowledgment.

**ATTESTOR:**

DocuSigned by:  
*Marikay Snyder*  
F733CD2C452B4A0...

Marikay Snyder  
General Counsel

**INDEMNITOR:**

Petersen Health Care - Farmer City, LLC

DocuSigned by:  
*Mark B. Petersen*  
E1D40F5AE7E4406...

By: \_\_\_\_\_

Mark B. Petersen  
Manager

Tax ID:

██████████

Address:

830 West Trailcreek Drive  
Peoria IL 61614

May 3, 2023 | 7:54 AM PDT

May 1, 2023 | 12:39 PM EDT

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**ATTESTOR:**

**INDEMNITOR:**

Petersen Health Care - Illini, LLC

DocuSigned by:  
*Marikay Snyder*  
F733CD2C452B4A0...

Marikay Snyder  
General Counsel

DocuSigned by:  
*Mark B. Petersen*  
E1D40F5AE7E4406...

By: \_\_\_\_\_  
Mark B. Petersen  
Manager

Tax ID: [REDACTED]

Address: 830 West Trailcreek Drive  
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**ATTESTOR:**

DocuSigned by:  
*Marikay Snyder*  
F733CD2C452B4A0...

Marikay Snyder  
General Counsel

**INDEMNITOR:**

Midwest Health Operations, LLC

DocuSigned by:  
*Mark B. Petersen*  
E1D40F5AE7E4406...

By: \_\_\_\_\_  
Mark B. Petersen  
Manager

Tax ID: [REDACTED]

Address: 830 West Trailcreek Drive  
Peoria IL 61614

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**ATTESTOR:**

DocuSigned by:  
*Marikay Snyder*  
F733CD2C452B4A0...

Marikay Snyder  
General Counsel

**INDEMNITOR:**

Petersen Health Network, LLC

DocuSigned by:  
*Mark B. Petersen*  
E1D40F5AE7E4406...

By: \_\_\_\_\_

Mark B. Petersen  
Manager

Tax ID: [REDACTED]

Address: 830 west Trailcreek Drive  
Chicago IL 60614

May 3, 2023 | 7:54 AM PDT

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**ATTESTOR:**

**INDEMNITOR:**

Petersen Health Care - Roseville, LLC

DocuSigned by:  
*Marikay Snyder*  
F733CD2C452B4A0...

Marikay Snyder  
General Counsel

DocuSigned by:  
*Mark B. Petersen*  
E1D40F5AE7E4406...

By: \_\_\_\_\_  
Mark B. Petersen  
Manager

Tax ID: [REDACTED]

Address: Mark B. Petersen  
Peoria IL 61614

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**ATTESTOR:**

DocuSigned by:  
*Marikay Snyder*  
F733CD2C452B4A0...

Marikay Snyder  
General Counsel

**INDEMNITOR:**

Swansea HCO, LLC

DocuSigned by:  
*Mark B. Petersen*  
E1D40F5AE7E4406...

By: \_\_\_\_\_

Mark B. Petersen  
Manager

Tax ID: [REDACTED]

Address: 830 west Trailcreek  
Peoria IL 61614

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**ATTESTOR:**

**INDEMNITOR:**

Watseka HCO, LLC

DocuSigned by:  
*Marikay Snyder*  
F733CD2C452B4A0...

Marikay Snyder  
General Counsel

DocuSigned by:  
*Mark B. Petersen*  
E1D40F5AE7E4406...

By: \_\_\_\_\_  
Mark B. Petersen  
Manager

Tax ID: [REDACTED]

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**ATTESTOR:**

**INDEMNITOR:**

Bement HCO, LLC

DocuSigned by:  
*Marikay Snyder*  
F733CD2C452B4A0...

Marikay Snyder  
General Counsel

DocuSigned by:  
*Mark B. Petersen*  
E1D40F5AE7E4406...

By: \_\_\_\_\_  
Mark B. Petersen  
Manager

Tax ID: [REDACTED]

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Peoria IL 61614

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**ATTESTOR:**

**INDEMNITOR:**

Eastview HCO, LLC

DocuSigned by:  
*Marikay Snyder*  
F733CD2C452B4A0...

Marikay Snyder  
General Counsel

DocuSigned by:  
*Mark B. Petersen*  
E1D40F5AE7E4406...

By: \_\_\_\_\_  
Mark B. Petersen  
Manager

Tax ID: [REDACTED]

Address: 830 West Trailcreek Drive  
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**ATTESTOR:**

DocuSigned by:  
*Marikay Snyder*  
F733CD2C452B4A0...

Marikay Snyder  
General Counsel

**INDEMNITOR:**

Prairie City HCO, LLC

DocuSigned by:  
*Mark B. Petersen*  
E1D40F5AE7E4406...

By: \_\_\_\_\_

Mark B. Petersen  
Manager

Tax ID: [REDACTED]

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**ATTESTOR:**

**INDEMNITOR:**

Tarkio HCO, LLC

DocuSigned by:  
*Marikay Snyder*  
F733CD2C452B4A0...

Marikay Snyder  
General Counsel

DocuSigned by:  
*Mark B. Petersen*  
E1D40F5AE7E4406...

By: Mark B. Petersen  
Manager

Tax ID: [REDACTED]

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**ATTESTOR:**

DocuSigned by:  
*Marikay Snyder*  
F733CD2C452B4A0...

Marikay Snyder  
General Counsel

**INDEMNITOR:**

Westside HCO, LLC

DocuSigned by:  
*Mark B. Petersen*  
E1D40F5AE7E4406...

By: \_\_\_\_\_

Mark B. Petersen  
Manager

Tax ID:

██████████

Address:

830 West Trailcreek Drive  
Peoria IL 61614

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**ATTESTOR:**

DocuSigned by:  
*Marikay Snyder*  
F733CD2C452B4A0...

Marikay Snyder  
General Counsel

**INDEMNITOR:**

XCH, LLC

DocuSigned by:  
*Mark B. Petersen*  
E1D40F5AE7E4406...

By: \_\_\_\_\_

Mark B. Petersen  
Manager

Tax ID: [REDACTED]

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**ATTESTOR:**

DocuSigned by:  
*Marikay Snyder*  
F733CD2C452B4A0...

Marikay Snyder  
General Counsel

**INDEMNITOR:**

Collinsville HCO, LLC

DocuSigned by:  
*Mark B. Petersen*  
E1D40F5AE7E4406...

By: \_\_\_\_\_

Mark B. Petersen  
Manager

Tax ID: [REDACTED]

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**ATTESTOR:**

DocuSigned by:



F733CD2C452B4A0...

Marikay Snyder  
General Counsel

**INDEMNITOR:**

Effingham HCO, LLC

DocuSigned by:



E1D40F5AE7E4406...

By: \_\_\_\_\_

Mark B. Petersen  
Manager

Tax ID: 

Address: 830 West Trailcreek Drive  
Peoria IL 61614

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**ATTESTOR:**

DocuSigned by:  
*Marikay Snyder*  
F733CD2C452B4A0...

Marikay Snyder  
General Counsel

**INDEMNITOR:**

Robings HCO, LLC

DocuSigned by:  
*Mark B. Petersen*  
E1D40F5AE7E4406...

By: \_\_\_\_\_

Mark B. Petersen  
Manager

Tax ID:

[REDACTED]

Address:

830 West Trailcreek Drive  
Peoria IL 61614

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**ATTESTOR:**

**INDEMNITOR:**

Tuscola HCO, LLC

DocuSigned by:  
*Marikay Snyder*  
F733CD2C452B4A0...

Marikay Snyder  
General Counsel

DocuSigned by:  
*Mark B. Petersen*  
E1D40F5AE7E4406...

By: \_\_\_\_\_  
Mark B. Petersen  
Manager

Tax ID: [REDACTED]

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**ATTESTOR:**

DocuSigned by:  
*Marikay Snyder*  
F733CD2C452B4A0...

Marikay Snyder  
General Counsel

**INDEMNITOR:**

Shangri La HCO, LLC

DocuSigned by:  
*Mark B. Petersen*  
E1D40F5AE7E4406...

By: \_\_\_\_\_

Mark B. Petersen  
Manager

Tax ID: [REDACTED]

Address: 830 West Trailcreek Drive  
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**ATTESTOR:**

**INDEMNITOR:**

Havana HCO, LLC

DocuSigned by:  
*Marikay Snyder*  
F733CD2C452B4A0...

Marikay Snyder  
General Counsel

DocuSigned by:  
*Mark B. Petersen*  
E1D40F5AE7E4406...

By: \_\_\_\_\_  
Mark B. Petersen  
Manager

Tax ID: [REDACTED]

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**ATTESTOR:**

DocuSigned by:  
*Marikay Snyder*  
F733CD2C452B4A0...

Marikay Snyder  
General Counsel

**INDEMNITOR:**

Rosiclare HCO, LLC

DocuSigned by:  
*Mark B. Petersen*  
E1D40F5AE7E4406...

By: \_\_\_\_\_

Mark B. Petersen  
Manager

Tax ID: [REDACTED]

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**ATTESTOR:**

DocuSigned by:  
*Marikay Snyder*  
F733CD2C452B4A0...

Marikay Snyder  
General Counsel

**INDEMNITOR:**

Petersen Health Care Management, LLC

DocuSigned by:  
*Mark B. Petersen*  
E1D40F5AE7E4406...

By: \_\_\_\_\_

Mark B. Petersen  
Manager

Tax ID: [REDACTED]

Address: 830 West Trailcreek Drive  
Peoria IL 61614

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**ATTESTOR:**

DocuSigned by:



F733CD2C452B4A0...

Marikay Snyder  
General Counsel

**INDEMNITOR:**

Twin HCO, LLC

DocuSigned by:



E1D40F5AE7E4406...

By: \_\_\_\_\_

Mark B. Petersen  
Manager

Tax ID: 

Address: 830 West Trailcreek Drive  
Peoria IL 61614

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**ATTESTOR:**

**INDEMNITOR:**

SABL, LLC

DocuSigned by:  
*Marikay Snyder*  
F733CD2C452B4A0...

Marikay Snyder  
General Counsel

DocuSigned by:  
*Mark B. Petersen*  
E1D40F5AE7E4406...

By: \_\_\_\_\_  
Mark B. Petersen  
Manager

Tax ID: [REDACTED]

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**ATTESTOR:**

DocuSigned by:  
*Marikay Snyder*  
F733CD2C452B4A0...

Marikay Snyder  
General Counsel

**INDEMNITOR:**

Lebanon HCO, LLC

DocuSigned by:  
*Mark B. Petersen*  
E1D40F5AE7E4406...

By: \_\_\_\_\_

Mark B. Petersen  
Manager

Tax ID:

██████████

Address:

830 West Trailcreek Drive  
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**ATTESTOR:**

DocuSigned by:  
*Marikay Snyder*  
F733CD2C452B4A0...

Marikay Snyder  
General Counsel

**INDEMNITOR:**

Royal HCO, LLC

DocuSigned by:  
*Mark B. Petersen*  
E1D40F5AE7E4406...

By: \_\_\_\_\_

Mark B. Petersen  
Manager

Tax ID: [REDACTED]

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**ATTESTOR:**

DocuSigned by:  
*Marikay Snyder*  
F733CD2C452B4A0...

Marikay Snyder  
General Counsel

**INDEMNITOR:**

Petersen Health Care, Inc

DocuSigned by:  
*Mark B. Petersen*  
E1D40F5AE7E4406...

By: \_\_\_\_\_

Mark B. Petersen  
Manager

Tax ID: [REDACTED]

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**ATTESTOR:**

DocuSigned by:  
*Marikay Snyder*  
F733CD2C452B4A0...

Marikay Snyder  
General Counsel

**INDEMNITOR:**

Vandalia HCO, LLC

DocuSigned by:  
*Mark B. Petersen*  
E1D40F5AE7E4406...

By: \_\_\_\_\_

Mark B. Petersen  
Manager

Tax ID: [REDACTED]

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**ATTESTOR:**

**INDEMNITOR:**

Aledo HCO, LLC

DocuSigned by:  
*Marikay Snyder*  
F733CD2C452B4A0...

Marikay Snyder  
General Counsel

DocuSigned by:  
*Mark B. Petersen*  
E1D40F5AE7E4406...

By: \_\_\_\_\_  
Mark B. Petersen  
Manager

Tax ID: [REDACTED]

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**ATTESTOR:**

**INDEMNITOR:**

McLeansboro HCO, LLC

DocuSigned by:  
*Marikay Snyder*  
F733CD2C452B4A0...

Marikay Snyder  
General Counsel

DocuSigned by:  
*Mark B. Petersen*  
E1D40F5AE7E4406...

By: \_\_\_\_\_  
Mark B. Petersen  
Manager

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**ATTESTOR:**

**INDEMNITOR:**

shelbyville HCO, LLC

DocuSigned by:  
*Marikay Snyder*  
F733CD2C452B4A0...

Marikay Snyder  
General Counsel

DocuSigned by:  
*Mark B. Petersen*  
E1D40F5AE7E4406...

By: \_\_\_\_\_  
Mark B. Petersen  
Manager

Tax ID: [REDACTED]

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**ATTESTOR:**

**INDEMNITOR:**

Arcola HCO, LLC

DocuSigned by:  
*Marikay Snyder*  
F733CD2C452B4A0...

Marikay Snyder  
General Counsel

DocuSigned by:  
*Mark B. Petersen*  
E1D40F5AE7E4406...

By: \_\_\_\_\_  
Mark B. Petersen  
Manager

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**ATTESTOR:**

**INDEMNITOR:**

Piper City HCO, LLC

DocuSigned by:  
*Marikay Snyder*  
F733CD2C452B4A0...

Marikay Snyder  
General Counsel

DocuSigned by:  
*Mark B. Petersen*  
E1D40F5AE7E4406...

By: \_\_\_\_\_  
Mark B. Petersen  
Manager

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**ATTESTOR:**

DocuSigned by:  
*Marikay Snyder*  
F733CD2C452B4A0...

Marikay Snyder  
General Counsel

**INDEMNITOR:**

SJL Health Systems, Inc.

DocuSigned by:  
*Mark B. Petersen*  
E1D40F5AE7E4406...

By: \_\_\_\_\_

Mark B. Petersen  
Manager

Tax ID: [REDACTED]

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**ATTESTOR:**

DocuSigned by:  
*Marikay Snyder*  
F733CD2C452B4A0...

Marikay Snyder  
General Counsel

**INDEMNITOR:**

Petersen Management Company, LLC

DocuSigned by:  
*Mark B. Petersen*  
E1D40F5AE7E4406...

By: \_\_\_\_\_

Mark B. Petersen  
Manager

Tax ID: [REDACTED]

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## Signature for General Indemnity Agreement –Corporate Indemnitor

Corporate indemnity signatures must be by corporate officers empowered to sign. Witness signatures must be by the corporate secretary or member of the corporate indemnitor. Each indemnitor signature must have a separate acknowledgment.

**ATTESTOR:**

DocuSigned by:  
*Marikay Snyder*  
F733CD2C452B4A0...

Marikay Snyder  
General Counsel

**INDEMNITOR:**

Petersen Health Junction, LLC

DocuSigned by:  
*Mark B. Petersen*  
E1D40F5AE7E4406...

By: \_\_\_\_\_

Mark B. Petersen  
Manager

Tax ID: [REDACTED]

Address: 830 West Trailcreek Drive  
Peoria IL 61614

May 3, 2023 | 7:54 AM PDT

May 1, 2023 | 12:39 PM EDT

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**ATTESTOR:**

DocuSigned by:  
*Marikay Snyder*  
F733CD2C452B4A0...

Marikay Snyder  
General Counsel

**INDEMNITOR:**

Petersen Health & Wellness, LLC

DocuSigned by:  
*Mark B. Petersen*  
E1D40F5AE7E4406...

By: \_\_\_\_\_

Mark B. Petersen  
Manager

Tax ID: [REDACTED]

Address: 830 West Trailcreek Drive  
Peoria IL 61614

May 3, 2023 | 7:54 AM PDT

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**ATTESTOR:**

**INDEMNITOR:**

Petersen Health Quality, LLC

DocuSigned by:  
*Marikay Snyder*  
F733CD2C452B4A0...

Marikay Snyder  
General Counsel

DocuSigned by:  
*Mark B. Petersen*  
E1D40F5AE7E4406...

By: Mark B. Petersen  
Manager

Tax ID: [REDACTED]

Address: 830 West Trailcreek Drive  
Peoria IL 61614

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**ATTESTOR:**

DocuSigned by:  
*Marikay Snyder*  
F733CD2C452B4A0...

Marikay Snyder  
General Counsel

**INDEMNITOR:**

Petersen Health Properties, LLC

DocuSigned by:  
*Mark B. Petersen*  
E1D40F5AE7E4406...

By: \_\_\_\_\_

Mark B. Petersen  
Manager

Tax ID: [REDACTED]

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**ATTESTOR:**

DocuSigned by:



F733CD2C452B4A0...

Marikay Snyder  
General Counsel

**INDEMNITOR:**

Petersen Health Business, LLC

DocuSigned by:



E1D40F5AE7E4406...

By: \_\_\_\_\_

Mark B. Petersen  
Manager

Tax ID: [REDACTED]

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Peoria IL 61614

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**ATTESTOR:**

**INDEMNITOR:**

Petersen Health Group, LLC

DocuSigned by:  
*Marikay Snyder*  
F733CD2C452B4A0...

Marikay Snyder  
General Counsel

DocuSigned by:  
*Mark B. Petersen*  
E1D40F5AE7E4406...

By: \_\_\_\_\_  
Mark B. Petersen  
Manager

Tax ID: [REDACTED]

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**ATTESTOR:**

DocuSigned by:  
*Marikay Snyder*  
F733CD2C452B4A0...

Marikay Snyder  
General Counsel

**INDEMNITOR:**

Sullivan HCO, LLC

DocuSigned by:  
*Mark B. Petersen*  
E1D40F5AE7E4406...

By: \_\_\_\_\_

Mark B. Petersen  
Manager

Tax ID: [REDACTED]

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DocuSigned by:  
*Marikay Snyder*  
F733CD2C452B4A0...

Marikay Snyder  
General Counsel

**INDEMNITOR:**

Sullivan HCO, LLC

DocuSigned by:  
*Mark B. Petersen*  
E1D40F5AE7E4406...

By: \_\_\_\_\_

Mark B. Petersen  
Manager

Tax ID: [REDACTED]

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**ATTESTOR:**

**INDEMNITOR:**

Aspen HCO, LLC

DocuSigned by:  
*Marikay Snyder*  
F733CD2C452B4A0...

Marikay Snyder  
General Counsel

DocuSigned by:  
*Mark B. Petersen*  
E1D40F5AE7E4406...

By: \_\_\_\_\_  
Mark B. Petersen  
Manager

Tax ID: [REDACTED]

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**ATTESTOR:**

**INDEMNITOR:**

Decatur HCO, LLC

DocuSigned by:  
*Marikay Snyder*  
F733CD2C452B4A0...

Marikay Snyder  
General Counsel

DocuSigned by:  
*Mark B. Petersen*  
E1D40F5AE7E4406...

By: \_\_\_\_\_  
Mark B. Petersen  
Manager

Tax ID: [REDACTED]

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**ATTESTOR:**

DocuSigned by:  
*Marikay Snyder*  
F733CD2C452B4A0...

Marikay Snyder  
General Counsel

**INDEMNITOR:**

Pleasant View HCO, LLC

DocuSigned by:  
*Mark B. Petersen*  
E1D40F5AE7E4406...

By: \_\_\_\_\_

Mark B. Petersen  
Manager

Tax ID: [REDACTED]

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**ATTESTOR:**

DocuSigned by:  
*Marikay Snyder*  
F733CD2C452B4A0...

Marikay Snyder  
General Counsel

**INDEMNITOR:**

Petersen Health Care II, Inc.

DocuSigned by:  
*Mark B. Petersen*  
E1D40F5AE7E4406...

By: \_\_\_\_\_

Mark B. Petersen  
Manager

Tax ID: [REDACTED]

Address: 830 West Trailcreek Drive  
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**ATTESTOR:**

DocuSigned by:  
*Marikay Snyder*  
F733CD2C452B4A0...

Marikay Snyder  
General Counsel

**INDEMNITOR:**

Charleston HCO, LLC

DocuSigned by:  
*Mark B. Petersen*  
E1D40F5AE7E4406...

By: \_\_\_\_\_

Mark B. Petersen  
Manager

Tax ID:

██████████

Address:

830 West Trailcreek Drive  
Peoria IL 61614

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**ATTESTOR:**

**INDEMNITOR:**

Cumberland HCO, LLC

DocuSigned by:  
*Marikay Snyder*  
F733CD2C452B4A0...

Marikay Snyder  
General Counsel

DocuSigned by:  
*Mark B. Petersen*  
E1D40F5AE7E4406...

By: \_\_\_\_\_  
Mark B. Petersen  
Manager

Tax ID: [REDACTED]

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**ATTESTOR:**

**INDEMNITOR:**

El Paso HCO, LLC

DocuSigned by:  
*Marikay Snyder*  
F733CD2C452B4A0...

Marikay Snyder  
General Counsel

DocuSigned by:  
*Mark B. Petersen*  
E1D40F5AE7E4406...

By: \_\_\_\_\_  
Mark B. Petersen  
Manager

Tax ID: [REDACTED]

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**ATTESTOR:**

DocuSigned by:  
*Marikay Snyder*  
F733CD2C452B4A0...

Marikay Snyder  
General Counsel

**INDEMNITOR:**

Flanagan HCO, LLC

DocuSigned by:  
*Mark B. Petersen*  
E1D40F5AE7E4406...

By: \_\_\_\_\_

Mark B. Petersen  
Manager

Tax ID:

[REDACTED]

Address:

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Peoria IL 61614

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**ATTESTOR:**

**INDEMNITOR:**

Marigold HCO, LLC

DocuSigned by:  
*Marikay Snyder*  
F733CD2C452B4A0...

Marikay Snyder  
General Counsel

DocuSigned by:  
*Mark B. Petersen*  
E1D40F5AE7E4406...

By: Mark B. Petersen  
Manager

Tax ID: [REDACTED]

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**ATTESTOR:**

DocuSigned by:  
*Marikay Snyder*  
F733CD2C452B4A0...

Marikay Snyder  
General Counsel

**INDEMNITOR:**

Pollo HCO, LLC

DocuSigned by:  
*Mark B. Petersen*  
E1D40F5AE7E4406...

By: \_\_\_\_\_

Mark B. Petersen  
Manager

Tax ID: [REDACTED]

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**ATTESTOR:**

**INDEMNITOR:**

Casey HCO, LLC

DocuSigned by:  
*Marikay Snyder*  
F733CD2C452B4A0...

Marikay Snyder  
General Counsel

DocuSigned by:  
*Mark B. Petersen*  
E1D40F5AE7E4406...

By: \_\_\_\_\_  
Mark B. Petersen  
Manager

Tax ID: [REDACTED]

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**ATTESTOR:**

DocuSigned by:  
*Marikay Snyder*  
F733CD2C452B4A0...

Marikay Snyder  
General Counsel

**INDEMNITOR:**

Kewanee HCO, LLC

DocuSigned by:  
*Mark B. Petersen*  
E1D40F5AE7E4406...

By: \_\_\_\_\_

Mark B. Petersen  
Manager

Tax ID:

██████████

Address:

830 West Trailcreek Drive  
Peoria IL 61614

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**ATTESTOR:**

DocuSigned by:  
*Marikay Snyder*  
F733CD2C452B4A0...

Marikay Snyder  
General Counsel

**INDEMNITOR:**

North Aurora HCO, LLC

DocuSigned by:  
*Mark B. Petersen*  
E1D40F5AE7E4406...

By: \_\_\_\_\_

Mark B. Petersen  
Manager

Tax ID:

██████████

Address:

830 West Trailcreek Drive  
Peoria IL 61614

May 3, 2023 | 7:54 AM PDT

May 1, 2023 | 12:39 PM EDT

## Signature for General Indemnity Agreement – Individual Indemnitor

Witness signatures must be by persons not a party to, or a relative to a party to, this Agreement. Each indemnitor signature must have a separate acknowledgment.

**INDEMNITOR:**

DocuSigned by:  
*Mark B. Petersen*  
E1D40F5AE7E4406...  
By: \_\_\_\_\_  
Mark B. Petersen

SSN:



Address: 830 west Trailcreek Drive  
Peoria IL 61614

May 1, 2023 | 12:39 PM EDT

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

In re:	Chapter 11
SC HEALTHCARE HOLDING, LLC., <i>et al.</i>	Case No. 24-10443 (TMH)
Debtors. <sup>1</sup>	(Jointly Administered)

**CERTIFICATE OF SERVICE**

Undersigned counsel hereby certifies that on Monday, July 1, 2024, *Hartford Fire Insurance Company's Limited Objection to Debtors' Notice of Cure Costs and Potential Assumption and Assignment of Executory Contracts and Unexpired Leases In Connection With Sale* [Doc. No. 535], *Notice of sale Transaction* [Doc. No. 349], and *Notice of Filing of Proposed Sale Order* [Doc. No. 569], and the *Declaration of Gregory Daily* dated July 1, 2024 (and exhibit thereto) (collectively, the "Limited Objection") were e-filed and served via CM/ECF on all parties registered to receive notification of such filings.

Additionally, the following parties were served the Limited Objection by e-mail:

Greg Gartland Dan McGuire Joel Mudd <b>Winston &amp; Strawn LLP</b> ggartland@winston.com dmcguire@winston.com jmudd@winston.com  <i>Counsel to the Debtors</i>	Andrew L. Magaziner Shella Borovinskaya Carol E. Cox <b>Young Conaway Stargatt &amp; Taylor, LLP</b> amagaziner@ycst.com sborovinskaya@ycst.com ccox@ycst.com  <i>Counsel to the Debtors</i>
---	--

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<sup>1</sup>The last four digits of SC Healthcare Holding, LLC's tax identification number are 2584. The mailing address for SC Healthcare Holding, LLC is c/o Petersen Health Care Management, LLC 830 West Trailcreek Dr., Peoria, IL 61614. Due to large number of debtors in these Chapter 11 Cases, 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 has been made available on a website of the Debtors' claims and noticing agent at [www.kccllc.net/Petersen](http://www.kccllc.net/Petersen).

Linda Richenderfer <b>Office of the United States Trustee</b> Linda.richenderfer@usdoj.gov  <i>U.S. Trustee</i>	Anthony W. Clark Dennis A. Meloro Nancy A. Peterman Danny Duerdoth <b>Greenberg Traurig, LLP</b> anthony.clark@gtlaw.com dennis.meloro@gtlaw.com petermann@gtlaw.com duerdothd@gtlaw.com  <i>Counsel to the Creditors' Committee</i>
Robert Hirsh Francisco Vazquez <b>Norton Rose Fulbright US LLP</b> Robert.hirsh@nortonrosefulbright.com Francisco.vazquez@nortonrosefulbright.com  <i>Counsel to the DIP Lender</i>	Eric Monzo <b>Morris James, LLP</b> emonzo@morrisjames.com  <i>Counsel to the DIP Lender</i>
Tyler Layne <b>Holland &amp; Knight, LLP</b> Tyler.layne@hklaw.com  <i>Counsel to Column Financial, Inc.</i>	Adam G. Landis Richard S. Cobb <b>Landis Rath &amp; Cobb LLP</b> landis@lrclaw.com cobb@lrclaw.com  <i>Counsel to Column Financial, Inc.</i>
Michael V. DiPietro David E. Gordon <b>Polsinelli PC</b> mdipietro@polsinelli.com dgordon@polsinelli.com  <i>Counsel to Petersen Acquisitions LLC</i>	

**McELROY, DEUTSCH, MULVANEY  
& CARPENTER, LLP**  
*Counsel to Hartford Fire Insurance Company*

Dated: July 1, 2024

/s/ Gary D. Bressler  
Gary D. Bressler, Esq. (No. 5544)