IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE

)	Chapter 11
In re:)	
. 1)	Case No. 21-11336 (KBO)
GULF COAST HEALTH CARE, LLC, et al., 1)	
)	Jointly Administered
Debtors.)	
)	

GLOBAL NOTES AND STATEMENT OF LIMITATIONS, METHODOLOGY, AND DISCLAIMERS REGARDING THE DEBTORS' SCHEDULES OF ASSETS AND LIABILITIES AND STATEMENTS OF FINANCIAL AFFAIRS

INTRODUCTION

Gulf Coast Health Care, LLC ("Gulf Coast") and its debtor affiliates, as debtors and debtors-in-possession in the above-captioned cases (collectively, the "Debtors"), are filing their respective Schedules of Assets and Liabilities (each, a "Schedule" and, collectively, the "Schedules") and Statements of Financial Affairs (each, a "Statement" or "SOFA" and, collectively, the "Statements" or "SOFAs") with the United States Bankruptcy Court for District of Delaware (the "Bankruptcy Court") pursuant to section 521 of title 11 of the United States Code (the "Bankruptcy Code") and Rule 1007 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules").

These global notes and statement of limitations, methodology, and disclaimers regarding the Debtors' Schedules and Statements (collectively, the "Global Notes") pertain to, are incorporated by reference in, and comprise an integral part of all of the Schedules and Statements. The Global Notes are in addition to the specific notes set forth below with respect to particular Schedules and Statements (the "Specific Notes" and, together with the Global Notes, the "Notes"). These Global Notes should be referred to, and referenced in connection with, any review of the Schedules and Statements.

The Debtors' management team prepared the Schedules and Statements with the assistance of their advisors and professionals and have relied upon the efforts, statements, advice, and representations of personnel of the Debtors and the Debtors' advisors and professionals. Given the scale of the Debtors' businesses, the Debtors' management, including the Debtors' Chief Restructuring Officer (who has executed the Schedules and Statements of each of the Debtors) has not (and practically could not have) personally verified the accuracy of each

headquarters and the Debtors' service address is 9511 Holsberry Lane, Suite B11, Pensacola, FL 32534.

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The last four digits of Gulf Coast Health Care, LLC's federal tax identification number are 9281. There are 62 Debtors in these Chapter 11 Cases, which cases are being jointly administered for procedural purposes only. A complete list of the Debtors and the last four digits of their federal tax identification numbers are not provided herein. A complete list of such information may be obtained on the website of the Debtors' claims and noticing agent at https://dm.epiq11.com/GulfCoastHealthCare. The location of Gulf Coast Health Care, LLC's corporate

statement and representation in the Schedules and Statements, including, but not limited to, statements and representations concerning amounts owed to creditors, classification of such amounts, and creditor addresses.

The Schedules and Statements are unaudited and subject to potential adjustment. In preparing the Schedules and Statements, the Debtors relied on financial data derived from their books and records that was available at the time of preparation. The Debtors' management team and advisors have made reasonable efforts to ensure that the Schedules and Statements are as accurate and complete as possible under the circumstances; however, the receipt or discovery of subsequent information may result in material changes to the Schedules and Statements, and inadvertent errors, omissions, or inaccuracies may exist in the Schedules and Statements.

The Debtors reserve all rights to amend or supplement the Schedules and Statements from time to time, in all respects, as may be necessary or appropriate, including, but not limited to, the right to dispute or otherwise assert offsets or defenses to any claim reflected on the Schedules and Statements as to amount, liability, classification, identity of Debtor or to otherwise subsequently designate any claim as "disputed," "contingent," or "unliquidated." Furthermore, nothing contained in the Schedules, Statements, or Notes shall constitute a waiver of any of the Debtors' rights or an admission with respect to the Chapter 11 Cases, including, but not limited to, liability for any claims, any issues involving objections to claims, substantive consolidation, equitable subordination, defenses, characterization or re-characterization of contracts and leases, assumption or rejection of contracts and leases under the provisions of chapter 3 of the Bankruptcy Code, causes of action arising under the provisions of chapter 5 of the Bankruptcy Code, or any other relevant applicable laws to recover assets or avoid transfers. Any specific reservation of rights contained elsewhere in the Global Notes does not limit in any respect the general reservation of rights contained in this paragraph. Notwithstanding the foregoing, the Debtors shall not be required to update the Schedules and Statements except as may be required by applicable law.

The Schedules, Statements, and Notes should not be relied upon by any persons for information relating to current or future financial conditions, events, or performance of any of the Debtors or their affiliates.

Description of the Chapter 11 Cases. On October 14, 2021 (the "Petition Date"), each of the Debtors commenced a voluntary case under chapter 11 of the Bankruptcy Code (collectively, the "Chapter 11 Cases"). The Debtors are authorized to operate their businesses and manage their properties as debtors-in-possession pursuant to Bankruptcy Code sections 1107(a) and 1108. On October 15, 2021, the Bankruptcy Court entered an order authorizing the joint administration of the cases pursuant to Bankruptcy Rule 1015(b). See Docket No. 43. On October 25, 2021, the Office of the United States Trustee for the District of Delaware (the "U.S. Trustee") appointed an official committee of unsecured creditors pursuant to Bankruptcy Code section 1102(a)(1) (the "Committee"). See Docket No. 111.

2. <u>Basis of Presentation</u>. For financial reporting purposes, the Debtors historically have prepared consolidated financial statements, which include financial information for the Debtors and certain non-debtor affiliates. The Schedules and Statements are unaudited and reflect the Debtors' reasonable efforts to report certain financial information of each Debtor on a stand-alone, unconsolidated basis. These Schedules and Statements neither purport to represent financial statements prepared in accordance with Generally Accepted Accounting Principles ("GAAP") in the United States, nor are they intended to be fully reconciled with the financial statements of each Debtor.

The Debtors attempted to attribute the assets and liabilities, certain required financial information, and various cash disbursements to the applicable Debtor entity. However, because the Debtors' accounting systems, policies, and practices were developed for consolidated reporting purposes, rather than reporting by individual legal entity, it is possible that not all assets, liabilities, or amounts of cash disbursements have been recorded with the correct legal entity on the Schedules and Statements. Accordingly, the Debtors reserve all rights to supplement and/or amend the Schedules and Statements in this regard.

Given, among other things, the uncertainty surrounding the valuation of certain assets and the valuation and nature of certain liabilities, a Debtor may report more assets than liabilities. Such report shall not constitute an admission that such Debtor was solvent on the Petition Date or at any time before or after the Petition Date. Likewise, a Debtor reporting more liabilities than assets shall not constitute an admission that such Debtor was insolvent on the Petition Date or any time prior to or after the Petition Date.

- 3. Reporting Date. The reported asset values in Schedules A and B, with the exception of estimated cash balances, reflect the Debtors' asset values as of September 30, 2021 (the "Reporting Date"). Estimated cash balances presented in Schedule A reflect bank balances as of the close of business on October 14, 2021. Liability values presented in Schedules D, E, and F are as of the Petition Date, adjusted for authorized payments under the First Day Orders (as defined below).
- 4. <u>Current Values</u>. Other than estimated bank cash balances, and unless otherwise noted, the assets and liabilities of each Debtor are listed on the basis of the book value of the asset or liability in the respective Debtor's accounting books and records.
 - Under the guidance of the Debtors' auditors, the carrying value of property, plant, and equipment was adjusted to net realizable value under ASC 360 for the reporting period ended September 30, 2021.
- 5. <u>Confidentiality</u>. Schedule E/F includes certain unsecured employee claims against the Debtors including, without limitation, certain claims of former

employees for 2020 performance bonus awards as well as certain unsecured claims of current and/or former residents. Due to confidentiality concerns, and as authorized by certain orders entered by the Bankruptcy Court, the Debtors have removed the addresses of the employee claimants and the names and addresses of the resident claimants listed on Schedule E/F.

6. Consolidated Entity Accounts Payable and Disbursement Systems. As described in the Cash Management Motion,² the Debtors utilize an integrated, centralized cash management system in the ordinary course of business to collect, concentrate, and disburse funds generated by their operations. The Debtors concentrate cash assets into a central account to more effectively manage their businesses and coordinate the payment of outstanding obligations.

In the ordinary course of business, the Debtors engage in intercompany transactions (the "Intercompany Transactions") with one another, which result in intercompany receivables and payables (the "Intercompany Claims"). While the majority of Intercompany Transactions are settled by book entry, certain transactions are settled by the actual transfer of cash. The Debtors track all Intercompany Transactions in their accounting system, which may be traced and accounted for as needed. Since the Petition Date, the Debtors continue to settle Intercompany Claims in accordance with the procedures outlined in the Cash Management Motion.

- 7. Accuracy. Although the Debtors have made good faith reasonable efforts to file complete and accurate Schedules and Statements, inadvertent errors or omissions may exist. The financial information disclosed herein was not prepared in accordance with federal or state securities laws or other applicable non-bankruptcy law or in lieu of complying with any periodic reporting requirements thereunder. Persons and entities trading in or otherwise purchasing, selling, or transferring the claims against or equity interests in the Debtors should evaluate this financial information in light of the purposes for which it was prepared. The Debtors are not liable for and undertake no responsibility to indicate variations from securities laws or for any evaluations of the Debtors based on this financial information or any other information. The Debtors reserve all rights to amend and/or supplement the Schedules and Statements as is necessary or appropriate.
- 8. <u>Net Book Value of Assets</u>. In many instances, current market valuations are not maintained by or readily available to the Debtors. It would be prohibitively expensive, unduly burdensome, and an inefficient use of estate resources for the Debtors to obtain current market valuations for all assets. As such, wherever

The "Cash Management Motion" means the Motion of Debtors for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Continue to Operate Their Existing Cash Management System, (B) Maintain Existing Bank Accounts and Business Forms and Honor Certain Prepetition Obligations Related to the Use Thereof, (C) Maintain Purchasing Card Program and Honor Prepetition Obligations Related Thereto, and (D) Continue to Perform Intercompany Transactions; (II) Extending the Time for The Debtors to Comply with 11 U.S.C. § 345(B) Deposit and Investment Requirements; and (III) Granting Related Relief [Docket No. 8].

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possible, unless otherwise indicated, net book values are presented as of the Reporting Date. When necessary, the Debtors have indicated that the value of certain assets is "Unknown" or "Undetermined." Amounts ultimately realized may vary materially from net book value (or other value so ascribed). Accordingly, the Debtors reserve all rights to amend, supplement, and adjust the asset values set forth in the Schedules and Statements.

- 9. <u>Currency</u>. All amounts shown in the Schedules and Statements are in U.S. Dollars.
- 10. Payment of Prepetition Claims Pursuant to First Day Orders. Following the Petition Date, the Bankruptcy Court entered various orders (the "First Day Orders") authorizing, but not directing, the Debtors to, among other things, pay certain prepetition: (i) service fees and charges assessed by the Debtors' banks; (ii) insurance obligations; (iii) refund program obligations; (iv) employee wages, salaries, and related items (including, employee benefit programs, staffing agency payments, and independent contractor obligations); and (v) taxes and assessments. Where the Schedules and Statements list creditors and set forth the Debtors' scheduled amounts attributable to such claims, such scheduled amounts reflect balances owed as of the Petition Date. To the extent any adjustments are necessary for payments made on account of such claims following the Petition Date pursuant to the First Day Orders, such adjustments have been included in the Schedules and Statements unless otherwise noted on the applicable Schedule or Statement. The Debtors reserve the right to update the Schedules and Statements to reflect payments made pursuant to the First Day Orders that may not be represented in the attached Schedules and Statements.
- 11. Other Paid Claims. To the extent the Debtors reach any postpetition settlement with a vendor or other creditor, the terms of such settlement will prevail, supersede amounts listed in the Schedules and Statements, and shall be enforceable by all parties, subject to Bankruptcy Court approval if necessary. To the extent the Debtors pay any of the claims listed in the Schedules and Statements pursuant to any orders entered by the Bankruptcy Court, the Debtors reserve all rights to amend and supplement the Schedules and Statements and take other action, such as filing claims objections, as is necessary and appropriate to avoid overpayment or duplicate payment for such liabilities.
- 12. <u>Setoffs</u>. The Debtors routinely incur setoffs from payors and suppliers in the ordinary course of business. Such ordinary course setoffs can arise from various items including, but not limited to, billing discrepancies, refund programs, returns, promotional funding, warranties, refunds, certain intercompany transactions, and other disputes between the Debtors and their payors and/or suppliers. These routine setoffs are consistent with ordinary course practice in the Debtors' industry, and, therefore, can be particularly voluminous, unduly burdensome, and costly for the Debtors to regularly document. Therefore, although such setoffs and other similar rights may have been accounted for when

- scheduling certain amounts, these ordinary course setoffs are not independently accounted for, and, as such, are excluded from the Schedules and Statements.
- 13. Accounts Receivable. The accounts receivable information listed on the Schedules includes receivables from the Debtors' residents and third-party payors and is calculated net of any amounts that, as of the Petition Date, may be owed to such residents and third-party payors in the form of offsets or other adjustments pursuant to the Debtors' refund program policies and day-to-day operating policies and any applicable Bankruptcy Court order.
- 14. <u>Inventory</u>. Inventories are reported based on the net book value on the Debtors' balance sheet as of the Reporting Date.
- 15. Excluded Assets and Liabilities. Certain liabilities resulting from accruals, liabilities recognized in accordance with GAAP, and/or estimates of long-term liabilities either are not payable at this time or have not yet been reported. Therefore, they do not represent specific claims as of the Petition Date and are not otherwise set forth in the Schedules. Additionally, certain deferred assets, charges, accounts, or reserves recorded for GAAP reporting purposes only, and certain assets with a net book value of zero, are not included in the Schedules. Excluded categories of assets and liabilities include, but are not limited to, deferred tax assets and liabilities, deferred income, deferred charges, self-insurance reserves, favorable lease rights, and unfavorable lease liabilities. Other immaterial assets and liabilities may have been excluded.
- 16. **Reservation of Rights.** Nothing contained in the Schedules, Statements, or Notes shall constitute a waiver of rights with respect to the Chapter 11 Cases, including, but not limited to, the following:
 - a. Any failure to designate a claim listed on the Schedules and Statements as "disputed," "contingent," or "unliquidated" does not constitute an admission by the Debtors that such amount is not "disputed," "contingent," or "unliquidated." The Debtors reserve the right to dispute and to assert setoff rights, counterclaims, and defenses to any claim reflected on their Schedules as to amount, liability, and classification, and to otherwise subsequently designate any claim as "disputed," "contingent," or "unliquidated."
 - b. Notwithstanding that the Debtors have made reasonable efforts to correctly characterize, classify, categorize, or designate certain claims, assets, executory contracts, unexpired leases, and other items reported in the Schedules and Statements, the Debtors nonetheless may have improperly characterized, classified, categorized, or designated certain items. The Debtors thus reserve all rights to recharacterize, reclassify, recategorize, or redesignate items reported in the Schedules and Statements at a later time as is necessary and appropriate.

- c. The description of an amount as "unknown" or "undetermined" is not intended to reflect upon the materiality of such amount.
- d. The listing of a claim does not constitute an admission of liability by the Debtors, and the Debtors reserve the right to amend the Schedules accordingly.
- e. The listing of a claim on Schedule D as "secured" or on Schedule E/F as "priority unsecured," or the listing a contract or lease on Schedule G as "executory" or "unexpired," does not constitute an admission by the Debtors of the legal rights of the claimant, or a waiver of the Debtors' rights to recharacterize or reclassify such claim or contract pursuant to a schedule amendment, claim objection, or otherwise. Moreover, although the Debtors may have scheduled claims of various creditors as secured claims for informational purposes, no current valuation of the Debtors' assets in which such creditors may have a security interest has been undertaken. Except as provided in any order by the Bankruptcy Court that is or becomes final, the Debtors reserve all rights to dispute and challenge the secured nature or amount of any such creditor's claims or the characterization of the structure of any transaction, or any document or instrument related to such creditor's claim.
- f. In the ordinary course of their business, the Debtors lease property and equipment from certain third-party lessors for use in the daily operation of their business. Any such leases are set forth on Schedule G, and any current amounts due under such leases that were outstanding as of the Petition Date are listed on Schedule E/F. Nothing in the Schedules or Statements is or shall be construed as an admission or determination as to the legal status of any lease (including whether any lease is a true lease or a financing arrangement), and the Debtors reserve all rights with respect to any of such issues, including, the recharacterization thereof.
- g. The claims of individual creditors for, among other things, goods, products, services, or taxes are listed as the amounts entered on the Debtors' books and records and may not reflect credits, allowances, or other adjustments due from such creditors to the Debtors. The Debtors reserve all of their rights with regard to such credits, allowances, and other adjustments, including but not limited to, the right to assert claims objections and/or setoffs with respect to the same.
- h. The Debtors' businesses are part of a complex enterprise. Although the Debtors have exercised their reasonable efforts to ensure the accuracy of their Schedules and Statements, they nevertheless may contain errors and omissions. The Debtors hereby reserve all of their rights to dispute the validity, status, and enforceability of any contracts, agreements, and leases

- set forth on the Schedules and Statements, and to amend and supplement the Schedules and Statements as necessary.
- i. The Debtors further reserve all of their rights, claims, and causes of action with respect to the contracts and leases listed on the Schedules and Statements, including, but not limited to, the right to dispute and challenge the characterization or the structure of any transaction, document, and instrument related to a creditor's claim.
- The Debtors exercised reasonable efforts to locate and identify guarantees j. and other secondary liability claims (the "Guarantees") in their secured financings, debt instruments, and other agreements. However, a review of these agreements, specifically the Debtors' unexpired leases and executory contracts, is ongoing. Where such Guarantees have been identified, they are included in the relevant Schedules and Statements. Guarantees embedded in the Debtors' executory contracts, unexpired leases, secured financings, debt instruments, and other agreements inadvertently may have been omitted. The Debtors have reflected the obligations under the Guarantees for both the primary obligor and the guarantors with respect to their secured financings and debt instruments on Schedule H. Guarantees with respect to the Debtors' executory contracts and unexpired leases are not included on Schedule H and the Debtors believe that certain Guarantees embedded in the Debtors' executory contracts, unexpired leases, secured financing, debt instruments, and similar agreements may exist and, to the extent they do, will be identified upon further review. Thus, the Debtors reserve their rights to amend and supplement the Schedules and Statements to the extent that additional Guarantees are identified. In addition, the Debtors reserve the right to amend the Schedules and Statements to re-characterize and reclassify any such contract or claim.
- k. Listing a contract or lease on the Schedules and Statements shall not be deemed an admission that such contract is an executory contract, such lease is an unexpired lease, or that either necessarily is a binding, valid, and enforceable contract. The Debtors hereby expressly reserve the right to assert that any contract listed on the Schedules and Statements does not constitute an executory contract within the meaning of Bankruptcy Code section 365, as well as the right to assert that any lease so listed does not constitute an unexpired lease within the meaning of Bankruptcy Code section 365.
- 1. Exclusion of certain intellectual property should not be construed to be an admission that such intellectual property rights have been abandoned, have been terminated or otherwise expired by their terms, or have been assigned or otherwise transferred pursuant to a sale, acquisition, or other transaction. Conversely, inclusion of certain intellectual property should

not be construed to be an admission that such intellectual property rights have not been abandoned, have not been terminated or otherwise expired by their terms, or have not been assigned or otherwise transferred pursuant to a sale, acquisition, or other transaction.

17. <u>Totals</u>. All totals that are included in the Schedules and Statements represent totals of all the known amounts included in the Schedules and Statements and exclude items identified as "unknown" or "undetermined." If there are unknown or undetermined amounts, the actual totals may be materially different from the listed totals. Where a claim or other amount is marked as "unliquidated," but the Debtors also report a dollar value, such dollar value may indicate only the known or determined amount of such claim or amount, the balance of which is unliquidated.

SPECIFIC DISCLOSURES WITH RESPECT TO THE SCHEDULES

Schedules A/B

<u>Part 1</u>. As set forth more fully in the Cash Management Motion, the Company uses an integrated cash management system to pay its financial obligations, centrally control and monitor available cash and record accurate financial data. The Debtors' cash management system comprises more than 150 bank accounts (the "Bank Accounts"), which are largely concentrated in three main categories: (a) cash collection and concentration accounts relating to the Debtors' businesses; (b) cash disbursements; and (c) accounts held on behalf of residents. Further details with respect to the cash management system are provided in the Cash Management Motion.

Part 2. The Debtors maintain certain deposits in the conduct of their business operations. These deposits are included in the Schedules for the appropriate legal entity. Types of deposits include, among other things, lease deposits, utility deposits, and a certificate of deposit related to the Debtors' Purchasing Card Program as described in the Cash Management Motion. Certain prepaid or amortized assets are listed in Part 2 in accordance with the Debtors' books and records. The amounts listed in Part 2 do not necessarily reflect assets that the Debtors will be able to collect or realize. These amounts listed in Part 2 include, among other things, prepaid licenses, prepaid insurance, prepaid fees including bank fees, prepaid utilities, prepaid postage and supplies, and other prepaid services.

<u>Part 3</u>. The Debtors' accounts receivable information includes receivables from the Debtors' residents or third-party payors, which are calculated net of any amounts that, as of the Petition Date, may be owed to such parties in the form of offsets or other adjustments pursuant to the Debtors' refund programs and day-to-day operations or may, in the Debtors' opinion, be difficult to collect from such parties due to the passage of time or other circumstances.

Certain Debtors that do not currently operate facilities reflect total accounts receivable balances that are negative. These negative account balances relate to amounts owed to Medicaid that do not have offsets in accounts receivable. The Debtors do not include negative accounts receivable balances in response to Part 3 but list these balances as amounts due to Medicaid in response to Part 2 of Schedule E/F.

The accounts receivable balances in this section exclude intercompany related receivables. Intercompany related receivables are instead shown in the response to Part 11, Question 77.

<u>Part 4</u>. Other than inter-company ownership, the Debtors do not hold any investments.

<u>Part 5</u>. Amounts presented include primarily food, medical, and maintenance supplies. Total balances are as of September 30, 2021. However, amounts presented as inventory receipts within 20 days of the Petition Date are derived from the Debtors' actual records of inventory received. The amounts listed in Part 5 should not be interpreted as an estimate of outstanding section 503(b)(9) balances.

<u>Part 7</u>. Although the Debtors reflect furniture, fixtures, and equipment in their books and records, any such items within the operating facilities are property of the Debtors' respective landlords.

<u>Part 9</u>. The Debtors have listed leasehold improvements in response to Part 7.

<u>Part 12</u>. The accounts receivable balances in this section exclude intercompany related receivables. Intercompany balances are instead reflected in Part 11.

Schedule D. The claims listed on Schedule D, as well as the guarantees of those claims listed on Schedule H, arose and were incurred on various dates. A determination of the date on which each claim arose or was incurred would be unduly burdensome and cost prohibitive. Accordingly, not all such dates are included for each claim. To the best of the Debtors' knowledge, all claims listed on Schedule D arose or were incurred before the Petition Date.

Reference to the applicable loan agreements and related documents or other instrument creating the purported lien is necessary for a complete description of the collateral and the nature, extent, and priority of liens. Nothing in the Global Notes or the Schedules and Statements shall be deemed a modification or interpretation of the terms of such agreements. Except as specifically stated on Schedule D, real property lessors, utility companies, and other parties that may hold security deposits have not been listed on Schedule D.

New Ark Capital, LLC ("New Ark") and certain affiliates and subsidiaries of Omega Healthcare Investors, Inc. (collectively, the "Omega Landlords"), secured creditors included on Schedule D, have an interest in certain of the same property. Other secured lenders listed in Schedule D may have an interest in specific assets.

<u>Schedules E/F</u>. The claims listed on Schedules E/F arose and were incurred on various dates. A determination of the date upon which each claim arose or was incurred would be unduly burdensome and cost prohibitive. Accordingly, no such dates are included for each claim listed on Schedules E/F. To the best of the Debtors' knowledge, all claims listed on Schedules E/F arose or were incurred before the Petition Date.

<u>Part 1</u>. Claims owing to various taxing authorities to which the Debtors potentially may be liable, and which the Debtors have received notice of liability from such taxing authorities, are reported on Part 1. Certain of such claims, however, may be subject to ongoing audits and/or the claims will be satisfied in the ordinary course during the Chapter 11 Cases pursuant to authority

granted to the Debtors in the relevant First Day Orders. Therefore, the Debtors have listed all such claims as "contingent," "unliquidated," and "disputed," pending final resolution of ongoing audits or other outstanding issues.

<u>Part 2</u>. The Debtors have exercised their reasonable efforts to list all liabilities on Part 2 of each applicable Debtor's Schedule. As a result of the Debtors' consolidated operations, however, Part 2 for each Debtor should be reviewed for a complete understanding of the unsecured claims against the Debtors.

The Debtors reserve their right to dispute or challenge the validity, perfection, or immunity from avoidance of any lien purported to be perfected by a creditor listed on Schedule E/F of any Debtor. In addition, the Debtors reserve their right to dispute or challenge any priority asserted with respect to any liabilities listed on Schedule E/F. The Debtors have made reasonable efforts to include all unsecured creditors on Part 2 including, but not limited to, trade creditors, landlords, utility companies, consultants, and other service providers. The Debtors, however, believe that there are instances where creditors have yet to provide proper invoices for prepetition goods or services.

Part 2 contains information regarding pending litigation involving the Debtors. To the extent that litigation involving a particular Debtor has been identified, such information is included on that Debtor's Schedule E/F. Unknown amounts for potential claims are listed as "undetermined" and marked as contingent, unliquidated, and disputed in the Schedules.

Part 2 does not include certain balances including deferred liabilities, accruals, or reserves. Such amounts are, however, reflected on the Debtors' books and records as required in accordance with GAAP. Such accruals primarily represent estimates of liabilities and do not represent specific claims as of the Petition Date.

The claims of individual creditors may not reflect credits and/or allowances due from creditors to the applicable Debtor. The Debtors reserve all of their rights with respect to any such credits and/or allowances, including the right to assert objections and/or setoffs or recoupments with respect to same.

The Bankruptcy Court has authorized the Debtors to pay, in their discretion, certain unsecured claims pursuant to the First Day Orders. To the extent practicable, each Debtor's Schedule E/F is intended to reflect the balance as of the Petition Date, adjusted for postpetition payments made under the First Day Orders. Each Debtor's Schedule E/F will reflect some of such Debtor's payment of certain claims pursuant to the First Day Orders, and, to the extent an unsecured claim has been paid or may be paid, it is possible such claim is not included on Schedule E/F. Certain Debtors may pay additional claims listed on Schedule E/F during the Chapter 11 Cases pursuant to the First Day Orders and other orders of the Bankruptcy Court and the Debtors reserve all of their rights to update Schedule E/F to reflect such payments or to modify the claims register to account for the satisfaction of such claims. Additionally, Schedule E/F does not include potential rejection damage claims, if any, of the counterparties to executory contracts and unexpired leases that have been, or may be, rejected.

Schedule G. Although reasonable efforts have been made to ensure the accuracy of Schedule G regarding executory contracts and unexpired leases (collectively, the "Agreements"), the Debtors' review process of the Agreements is ongoing and inadvertent errors, omissions, or over-inclusion may have occurred. The Debtors may have entered into various other types of Agreements in the ordinary course of their businesses, such as indemnity agreements, supplemental agreements, amendments/letter agreements, and confidentiality agreements which may not be set forth in Schedule G. Schedule G may be amended at any time to add any omitted Agreements. Likewise, the listing of an Agreement on Schedule G does not constitute an admission that such Agreement is an executory contract or unexpired lease or that such Agreement was in effect on the Petition Date or is valid or enforceable. The Agreements listed on Schedule G may have expired or may have been modified, amended, or supplemented from time to time by various amendments, restatements, waivers, estoppel certificates, letters, and other documents, instruments, and agreements which may not be listed on Schedule G.

Executory contracts for short-term service orders that are oral in nature have not been included in Schedule G.

Any and all of the Debtors' rights, claims, and causes of action with respect to the Agreements listed on Schedule G are hereby reserved and preserved, and as such, the Debtors hereby reserve all of their rights to (i) dispute the validity, status, or enforceability of any Agreements set forth on Schedule G, (ii) dispute or challenge the characterization of the structure of any transaction, or any document or instrument related to a creditor's claim, including, but not limited to, the Agreements listed on Schedule G, and (iii) amend or supplement such Schedule as necessary.

Certain of the Agreements listed on Schedule G may have been entered into by or on behalf of more than one of the Debtors. Additionally, the specific Debtor obligor(s) to certain of the Agreements could not be specifically ascertained in every circumstance. In such cases, the Debtors have made reasonable efforts to identify the correct Debtor's Schedule G on which to list the Agreement.

Schedule H. The Debtors are party to various debt agreements which were executed by multiple Debtors. The guaranty obligations under prepetition secured credit agreements are noted on Schedule H for each individual Debtor. In the ordinary course of their businesses, the Debtors are involved in pending or threatened litigation and claims arising out of the conduct of their businesses. Some of these matters may involve multiple plaintiffs and defendants, some or all of whom may assert cross-claims and counter-claims against other parties. To the extent such claims are listed elsewhere in the Schedules of each applicable Debtor, they have not been set forth individually on Schedule H. Furthermore, the Debtors may not have identified on Schedule H certain guarantees that are embedded in the Debtors' executory contracts, unexpired leases, secured financings, debt instruments, and other such agreements. No claim set forth on the Schedules and Statements of any Debtor is intended to acknowledge claims of creditors that are otherwise satisfied or discharged by other Debtors or non-Debtors. Due to their voluminous nature, and to avoid unnecessary duplication, the Debtors have not included on Schedule H debts for which more than one Debtor may be liable if such debts were already reflected on Schedule E/F or Schedule G for the respective Debtors subject to such debt. To the extent these Notes include notes specific to Schedules D-G, such Notes also apply to the co-Debtors listed in

Schedule H. The Debtors reserve all of their rights to amend the Schedules to the extent that additional guarantees are identified or such guarantees are discovered to have expired or be unenforceable.

Specific Disclosures with Respect to the Statements

<u>Statement 1</u>. Gross revenue reflects revenue achieved by each Debtor over the relevant periods and does not take into account eliminations or adjustments that might be applied through consolidation accounting. The Debtors' fiscal year ends on December 31 of each year. Year-to-date revenue is reported for the nine-month period ended September 30, 2021.

<u>Statement 2</u>. Non-business revenue achieved by each Debtors over the relevant periods reflects provider relief from the CARES Act program enacted in March 2020.

<u>Statement 3</u>. As described in the Cash Management Motion, the Debtors utilize their integrated, centralized cash management system to collect, concentrate, and disburse funds generated by their operations. The obligations of the Debtors are primarily paid by and through Gulf Coast notwithstanding that certain obligations may be obligations of one or more of the Debtors as described in the Cash Management Motion.

The payments disclosed in Statement 3 are based on payments made by the Debtors with payment dates from July 16, 2021 through October 13, 2021. The actual dates that cash cleared the Debtors' Bank Accounts were not considered. The Debtors' accounts payable system does not include the corresponding payment clear dates and compiling this data would have required a significant manual review of individual bank statements. It is expected, however, that many payments included in Statement 3 have payment clear dates that are the same as payment dates (e.g., wires and other forms of electronic payments).

The response to Statement 3 excludes (i) payments made as part of regular and ordinary course individual expense reimbursements and payroll disbursements to employees and (ii) disbursements or transfers listed on Statements 4, 9, and 11. Amounts still owed to creditors will appear on the Schedules for each Debtor, as applicable.

All payments for services of any entities that provided consultation concerning debt counseling or restructuring services, relief under the Bankruptcy Code, or preparation of a petition in bankruptcy within one year immediately preceding the Petition Date are listed on Statement 11 and are excluded from Statement 3.

The amounts listed in Statement 3 reflect the Debtors' disbursements netted against any check level detail; thus, to the extent a disbursement was made to pay for multiple invoices, only one entry has been listed on Statement 3.

Statement 4. For purposes of the Schedules and Statements, the Debtors define "insiders" as (i) officers, directors, and anyone in control of a corporate Debtor and their relatives; and (ii) affiliates of the Debtors and insiders of such affiliates.³ Individuals listed in the Statements

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Out of an abundance of caution, the Debtors are listing New Ark, Health Care Navigator, LLC ("HCN"), HMS Purchasing, LLC ("HMS"), and Halcyon Rehabilitation, LLC ("Halcyon") as "insiders" due to their common

as insiders have been included for informational purposes only. The payroll-related amounts shown in response to this question for any salary, bonus, or additional compensation are gross amounts that do not include reductions for amounts including employee tax or benefit withholdings. The Debtors also issue corporate-paid credit cards and reimburse direct business expenses incurred by insiders. Such business expenses also are included in Statement 4. Home addresses for directors, employees, and former employees identified as insiders have not been included in the Statements for privacy reasons. Amounts still owed to creditors will appear on the Schedules for each of the Debtors, as applicable.

Pursuant to the Debtors' cash management system, payments made to various parties may be made from a single Debtor on behalf of one or more Debtor entities. The Debtors have only listed each payment on the response to Statement 4 for the Debtor entity that disbursed the payment.

The payments disclosed in Statement 4 are based on payments made by the Debtors with payment dates from October 14, 2020 through October 13, 2021. The actual dates that cash cleared the Debtors' Bank Accounts were not considered. The Debtors' accounts payable system does not include the corresponding payment clear dates and compiling this data would have required a significant manual review of individual bank statements. It is expected, however, that many payments included in Statement 4 have payment clear dates that are the same as payment dates (*e.g.*, wires and other forms of electronic payments).

With respect to intercompany transfers, given the volume of transfers and nature of noncash accounting adjustments, it would be prohibitively expensive, unduly burdensome, and an inefficient use of estate resources for the Debtors to separate and list such claims on an individual basis. Rather, the Debtors have provided intercompany balances as of the Petition Date on the Schedules for each Debtor, as applicable.

Certain payments were made to Ankura Consulting Group, LLC prior to October 13, 2021, when M. Benjamin Jones was appointed as Chief Restructuring Officer and Russell A. Perry was appointed as Assistant Chief Restructuring Officer. Those payments are listed on Statement 11.

<u>Statement 6</u>. The Debtors do not list setoffs taken by Centers for Medicare & Medicaid Services, as they are made in the ordinary course of business and with the Debtors' permission.

<u>Statement 7</u>. Information provided on Statement 7 includes only those legal disputes and administrative proceedings that are formally recognized by an administrative, judicial, or other adjudicative forum. While the Debtors believe they were diligent in their efforts, it is possible that certain suits and proceedings may have been inadvertently excluded in the Debtors' response to Statement 7. The Debtors reserve all of their rights to amend or supplement their response to Statement 7.

<u>Statement 11</u>. Although the services of any entity who provided a Debtor with consultation concerning debt counseling or restructuring services, relief under the Bankruptcy Code, or

14

indirect beneficial ownership with the Debtors. The Debtors reserve all rights to dispute whether someone identified in response to Statement 4 is in fact an "insider" as defined in Bankruptcy Code section 101(31).

preparation of a petition in bankruptcy within one year immediately preceding the Petition Date were provided for the benefit of all the Debtors, the payments for such services were made by Gulf Coast, and are therefore listed on Gulf Coast's response to Statement 11.

Pursuant to an engagement letter dated November 24, 2020, and fully executed on March 25, 2021, HCN, which shares common beneficial ownership with the Debtors and provides critical consulting and advisory services to the Debtors, retained Ankura to provide certain financial and restructuring advisory services to HCN in connection with the Debtors. Statement 11 does not include amounts paid by HCN under previous engagement letters not in contemplation of the Debtors' bankruptcy. Rather, Statement 11 lists amounts reimbursed to HCN by Gulf Coast for Ankura's services.

Additional information regarding the Debtors' retention of professional service firms is more fully described in individual retention applications and related orders.

Statement 13. Within two years of the Petition Date, certain Debtors transferred facility operations to new operators pursuant to various operating transfer agreements (collectively, the "Argent Transaction"). Assets transferred pursuant to these agreements included (i) certain assumed contracts; (ii) employee, resident, and other records; (iii) all transferable licenses, permits, and other governmental approvals or authorizations; (iv) all patient care contracts and admission agreements with facility residents; (v) resident trust funds and deposits; (vi) accounts receivable, reimbursements, and third-party payor funds; (vii) any know how or intellectual property rights used or held for use in facility operation and all goodwill associated with the transferred facility; (viii) inventory of supplies including personal protective equipment; (ix) phone, fax, other IT, and therapy equipment; (x) all transferable third-party warranties and claims for warranties relating to transferred assets.

As disclosed in the *Declaration of M. Benjamin Jones in Support of Chapter 11 Petitions and First Day Pleadings* [Docket No. 16], Gulf Coast and certain of its affiliates received approximately \$13 million as consideration in connection with the Argent Transaction.

<u>Statements 15 and 16</u>. Subject to the Debtors' privacy policy, in the ordinary course of business, the Debtors collect certain resident information and retain such information as long as is necessary for the Debtors to comply with business, tax, and legal requirements. Resident records are maintained at each facility, at various off-site storage facilities (listed in response to Statement 20), and electronically pursuant to a contract with third-party service provider PointClickCare Technologies, Inc.

In November 2018, NF Panama, LLC ceased operations temporarily due to hurricane damage. There are currently no residents under this Debtor's care. PointClickCare Technologies, Inc. continues to maintain electronic patient records on behalf of this Debtor.

<u>Statement 21</u>. Although the Debtors include furniture, fixtures, and equipment in their books and records, any such items within the operating facilities are property of the Debtors' respective landlords and listed in response to Statement 21.

The Debtors maintain and manage Resident Trust Accounts, Resident Trust Petty Cash Accounts, and the Resident Care Cost Accounts (all as defined in the Cash Management Motion)

on behalf of their residents in the ordinary course of business and have received authorization to do so under the final cash management order [Docket No. 242]. To the extent that any of the funds described above are held in trust for the benefit of third parties, such funds do not constitute property of the Debtors' estates. All account balances are as of October 12, 2021.

<u>Statement 26</u>. The Debtors have provided financial statements in the ordinary course of their businesses to various financial institutions, creditors, landlords, and other parties within two years immediately before the Petition Date, and have used reasonable efforts to list such recipients on Statement 26.

<u>Statement 30</u>. Any and all known disbursements to insiders have been listed in response to Statement 4.

<u>Statement 31</u>. Various Debtor limited liability companies (each, a "LLC") are disregarded for tax purposes. Income generated by a LLC is consolidated at a higher reporting unit level.

END OF GLOBAL NOTES

SCHEDULES AND STATEMENTS BEGIN ON THE FOLLOWING PAGE

Casa 21 11236 KBO Doo 369 Filed 11/30/21 Page 17 of 40	
Fill in this information to identify the case:	
Debtor Gulf Coast Master Tenant II, LLC	
United States Bankruptcy Court for the: Delaware	
Case number (if known) 21-11345	Charle if this is an
	☐ Check if this is an amended filing
Official Form 206Sum	
Summary of Access and Liabilities for Non Individuals	
Summary of Assets and Liabilities for Non-Individuals	12/15
Part 1: Summary of Assets	
Culturally cryococc	
Schedule A/B: Assets-Real and Personal Property (Official Form 206A/B)	
Senedule 2/2. Assets-Neur and Personal Property (Smolan Point 2007/05)	1
1a. Real property: Copy line 88 from Schedule A/B	NOT APPLICABLE
1b. Total personal property:	NOT APPLICABLE
Copy line 91A from Schedule A/B	
1c. Total of all property:	LINDSTERMINER
Copy line 92 from Schedule A/B	UNDETERMINED
Part 2: Summary of Liabilities	
2. Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)	\$40.770.070.44
Copy the total dollar amount listed in Column A, Amount of claim, from line 3 of Schedule D	\$49,778,078.14
3. Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206EF)	
3a. Total claim amounts of priority unsecured claims:	NOT APPLICABLE
Copy the total claims from Part 1 from line 5a of Schedule E/F	
3b. Total amount of claims of nonpriority amount of unsecured claims:	#2.042.000.44
Copy the total of the amount of claims from Part 2 from line 5b of Schedule E/F	\$3,913,832.14
4. Total liabilities	\$53,691,910.28

Official Form 206Sum Page 1 of 1

Fill in this information to identify the case:	
Debtor Gulf Coast Master Tenant II, LLC	
United States Bankruptcy Court for the: Delaware	
Case number (if known) 21-11345	☐ Check if this is an
	amended filing
Official Form 206A/B	
Schedule A/B: Assets - Real and Personal Property	12/15
Disclose all property, real and personal, which the debtor owns or in which the debtor has any other legal, equitable, or future interest. all property in which the debtor holds rights and powers exercisable for the debtor's own benefit. Also include assets and properties w have no book value, such as fully depreciated assets or assets that were not capitalized. In Schedule A/B, list any executory contracts unexpired leases. Also list them on Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G).	hich
Be as complete and accurate as possible. If more space is needed, attach a separate sheet to this form. At the top of any pages added, debtor's name and case number (if known). Also identify the form and line number to which the additional information applies. If an adsheet is attached, include the amounts from the attachment in the total for the pertinent part.	
For Part 1 through Part 11, list each asset under the appropriate category or attach separate supporting schedules, such as a fixed ass schedule or depreciation schedule, that gives the details for each asset in a particular category. List each asset only once. In valuing the debtor's interest, do not deduct the value of secured claims. See the instructions to understand the terms used in this form.	
Part 1: CASH AND CASH EQUIVALENTS	
DOES THE DEBTOR HAVE ANY CASH OR CASH EQUIVALENTS?	
All cash or cash equivalents owned or controlled by the debtor	Current value of debtor's interest
2. CASH ON HAND	
3. CHECKING, SAVINGS, MONEY MARKET, OR FINANCIAL BROKERAGE ACCOUNTS (IDENTIFY ALL)	
4. OTHER CASH EQUIVALENTS	
5 Total of Part 1. ADD LINES 2 THROUGH 4 (INCLUDING AMOUNTS ON ANY ADDITIONAL SHEETS). COPY THE TOTAL TO LINE 80.	NOT APPLICABLE
Part 2: DEPOSITS AND PREPAYMENTS	
6. DOES THE DEBTOR HAVE ANY DEPOSITS OR PREPAYMENTS? ☑ No. Go to Part 3. ☐ Yes. Fill in the information below.	
	Current value of debtor's interest
7. DEPOSITS, INCLUDING SECURITY DEPOSITS AND UTILITY DEPOSITS	
DESCRIPTION, INCLUDING NAME OF HOLDER OF DEPOSIT	
8. PREPAYMENTS, INCLUDING PREPAYMENTS ON EXECUTORY CONTRACTS, LEASES, INSURANCE TAXES AND RENT	

DESCRIPTION, INCLUDING NAME OF HOLDER OF PREPAYMENT

9	9 Total of Part 2. ADD LINES 7 THROUGH 8. COPY THE TOTAL TO LINE 81.				NOT APPLICABLE	
Part	art 3: ACCOUNTS RECEIVABLE					
10.	D. DOES THE DEBTOR HAVE ANY ACCOUNTS RECEIVABLE? ☑ No. Go to Part 4. ☐ Yes. Fill in the information below.					
					Current value of debtor's interest	
11.	ACCOUNTS RECEIVABLE					
12	Total of Part 3. CURRENT VALUE ON LINES 11A + 11B = LINE 12	. COPY THE TOTAL TO L	INE 82.		NOT APPLICABLE	
Part	4: INVESTMENTS					
13.	DOES THE DEBTOR OWN ANY INVESTMENTS?					
	✓ No. Go to Part 5. ☐ Yes. Fill in the information below.					
		Current value of debtor's interest				
14.	MUTUAL FUNDS OR PUBLICLY TRADED STOCKS NAME OF FUND OR STOCK:	S NOT INCLUDED IN PAR	Т1			
15.	NON-PUBLICLY TRADED STOCK AND INTERESTS UNINCORPORATED BUSINESSES, INCLUDING AN OR JOINT VENTURE					
16.	GOVERNMENT BONDS, CORPORATE BONDS, AN NON-NEGOTIABLE INSTRUMENTS NOT INCLUDE DESCRIBE:		AND			
17	Total of Part 4. ADD LINES 14 THROUGH 16. COPY THE TOTAL	TO LINE 83.			NOT APPLICABLE	
Part	5: INVENTORY, EXCLUDING AGRICULTURE AS	SSETS				
18.	DOES THE DEBTOR OWN ANY INVENTORY (EXC. ✓ No. Go to Part 6. ✓ Yes. Fill in the information below.	LUDING AGRICULTURE A	ASSETS)?			
	General description	Date of the last physical inventory	Net book value of debtor's interest (Where available)	Valuation method used for current value	Current value of debtor's interest	
19.	RAW MATERIALS					
20.	WORK IN PROGRESS					
21.	FINISHED GOODS, INCLUDING GOODS HELD FO	R RESALE				
22.	OTHER INVENTORY OR SUPPLIES					
23	Total of Part 5. ADD LINES 19 THROUGH 22. COPY THE TOTAL	TO LINE 84.			NOT APPLICABLE	

	(Name)		-		
24.	Is any of the property listed in Part 5 perishable? ☑ No □ Yes				
25.	Has any of the property listed in Part 5 been purchased within 20 days before	ore the bankruptcy was fi	ed?		
	☑ No □ Yes Book value Valuation method		Curi	rent value	
26.	Has any of the property listed in Part 5 been appraised by a professional w ☑ No □ Yes	rithin the last year?			
Part		OTOR VEHICLES AND LA	ND)		
27.	7. DOES THE DEBTOR OWN OR LEASE ANY FARMING AND FISHING-RELATED ASSETS (OTHER THAN TITLED MOTOR VEHICLES AND LAND)?				
	☑ No. Go to Part 7.				
	Yes. Fill in the information below.				
	General description	Net book value of debtor's interest (Where available)	Valuation method used for current value	Current value of debtor's interest	
28.	CROPS—EITHER PLANTED OR HARVESTED				
29.	FARM ANIMALS EXAMPLES: LIVESTOCK, POULTRY, FARM-RAISED FISH LIVESTOCK, POULTRY, FARM-RAISED FISH	EXAMPLES:			
30.	60. FARM MACHINERY AND EQUIPMENT (OTHER THAN TITLED MOTOR VEHICLES) (OTHER THAN TITLED MOTOR VEHICLES)				
31.	FARM AND FISHING SUPPLIES, CHEMICALS, AND FEED				
32.	OTHER FARMING AND FISHING-RELATED PROPERTY NOT ALREADY LIST	TED IN PART 6			
33	Total of Part 6. ADD LINES 28 THROUGH 32. COPY THE TOTAL TO LINE 85.			NOT APPLICABLE	
34.	Is the debtor a member of an agricultural cooperative? ☑ No □ Yes. Is any of the debtor's property stored at the cooperative?				
	□ No □ Yes				
35.	Has any of the property listed in Part 6 been purchased within 20 days before № No □ Yes	ore the bankruptcy was fi	ed?		
36.	Is a depreciation schedule available for any of the property listed in Part 67 ☑ No □ Yes	?			
37.	Has any of the property listed in Part 6 been appraised by a professional w ☑ No □ Yes	rithin the last year?			
Part	7: OFFICE FURNITURE, FIXTURES, AND EQUIPMENT; AND COLLECTIE	BLES			
38.	DOES THE DEBTOR OWN OR LEASE ANY OFFICE FURNITURE, FIXTURES	, EQUIPMENT, OR COLLI	ECTIBLES?		
	✓ No. Go to Part 8. ☐ Yes. Fill in the information below.				
	General description	Net book value of debtor's interest (Where available)	Valuation method used for current value	Current value of debtor's interest	
39.	OFFICE FURNITURE				
40.	OFFICE FIXTURES				

Debto	or	Gulf Coast Master Tending Sec 21-11336-KBO Doc 368	Filed 11/30/2	1 _{mown)} Page ₁₃ 21 of 40	
	Ge	eneral description	Net book value of debtor's interest (Where available)	Valuation method used for current value	Current value of debtor's interest
41.		ICE EQUIPMENT, INCLUDING ALL COMPUTER EQUIPMENT AND COM TEMS EQUIPMENT AND SOFTWARE	MUNICATION		
42.	OTH CRY MEN PRII AND	LECTIBLES EXAMPLES: ANTIQUES AND FIGURINES; PAINTINGS, PRI IER ARTWORK; BOOKS, PICTURES, OR OTHER ART OBJECTS; CHINA 'STAL; STAMP, COIN, OR BASEBALL CARD COLLECTIONS; OTHER CO MORABILIA, OR COLLECTIBLES EXAMPLES: ANTIQUES AND FIGURIN NTS, OR OTHER ARTWORK; BOOKS, PICTURES, OR OTHER ART OB. O CRYSTAL; STAMP, COIN, OR BASEBALL CARD COLLECTIONS; OTH LECTIONS, MEMORABILIA, OR COLLECTIBLES	AAND DLLECTIONS, NES; PAINTINGS, JECTS; CHINA		
43		ol of Part 7. DLINES 39 THROUGH 42. COPY THE TOTAL TO LINE 86.			NOT APPLICABLE
44.	Is a ☑ N		,		
45.	Has ☑ N		ithin the last year?		
Part	8:	MACHINERY, EQUIPMENT, AND VEHICLES			
46.		S THE DEBTOR OWN OR LEASE ANY MACHINERY, EQUIPMENT, OR No. Go to Part 9. Yes. Fill in the information below.	/EHICLES?		
	Ind	eneral description clude year, make, model, and identification numbers (i.e., VIN, N, or N-number)	Net book value of debtor's interest (Where available)	Valuation method used for current value	Current value of debtor's interest
47.		OMOBILES, VANS, TRUCKS, MOTORCYCLES, TRAILERS, AND TITLED	FARM		
48.	TRA	TERCRAFT, TRAILERS, MOTORS, AND RELATED ACCESSORIES EXAI ILERS, MOTORS, FLOATING HOMES, PERSONAL WATERCRAFT, AND ISELS			
49.	AIR	CRAFT AND ACCESSORIES			
50.		IER MACHINERY, FIXTURES, AND EQUIPMENT (EXCLUDING FARM MA JIPMENT)	CHINERY AND		
51		ol of Part 8. DLINES 47 THROUGH 50. COPY THE TOTAL TO LINE 87.			NOT APPLICABLE
52.	Is a ☑ N □ Y		•		
53.	Has ☑ N		ithin the last year?		
Part	9:	REAL PROPERTY			

54. DOES THE DEBTOR OWN OR LEASE ANY REAL PROPERTY?

☑ No. Go to Part 10.

 $\hfill \Box$ Yes. Fill in the information below.

55. ANY BUILDING, OTHER IMPROVED REAL ESTATE, OR LAND WHICH THE DEBTOR OWNS OR IN WHICH THE DEBTOR HAS AN INTEREST

(Name)

55.	ANY BUILDING, OTHER IMPROVED REAL ESTATE	E, OR LAND WHICH THE	DEBTOR OWNS OR IN WI	HICH THE DEBTOR HAS AN IN	TEREST
	Description and location of property Include street address or other description such as Assessor Parcel Number (APN), and type of property (for example, acreage, factory, warehouse, apartment or office building), if available	Nature and extent of debtor's interest in property	Net book value of debtor's interest (Where available)	Valuation method used for current value	Current value of debtor's interest
56	Total of Part 9. ADD THE CURRENT VALUE ON LINES 55.1 THRO ADDITIONAL SHEETS. COPY THE TOTAL TO LINE		S FROM ANY		NOT APPLICABLE
57.	Is a depreciation schedule available for any of the ☑ No ☐ Yes	e property listed in Part 91	?		
58.	Has any of the property listed in Part 9 been appra ☑ No □ Yes	aised by a professional w	ithin the last year?		
Part	10: INTANGIBLES AND INTELLECTUAL PROPER	RTY			
59.	DOES THE DEBTOR HAVE ANY INTERESTS IN IN	TANGIBLES OR INTELLE	CTUAL PROPERTY?		
	✓ No. Go to Part 11.✓ Yes. Fill in the information below.				
	les. I ill ill the illiothfation below.				
	General description		Net book value of debtor's interest (Where available)	Valuation method used for current value	Current value of debtor's interest
60.	PATENTS, COPYRIGHTS, TRADEMARKS, AND TR	RADE SECRETS			
61.	INTERNET DOMAIN NAMES AND WEBSITES				
62.	LICENSES, FRANCHISES, AND ROYALTIES				
63.	CUSTOMER LISTS, MAILING LISTS, OR OTHER C	COMPILATIONS			
64.	OTHER INTANGIBLES, OR INTELLECTUAL PROP	ERTY			
65.	GOODWILL				
66	Total of Part 10. ADD LINES 60 THROUGH 65. COPY THE TOTAL	TO LINE 89.			NOT APPLICABLE
67.	Do your lists or records include personally identif ☑ No □ Yes	fiable information of cust	omers (as defined in 11 U.:	S.C. §§ 101(41A) and 107)?	
68.	Is there an amortization or other similar schedule ☑ No ☐ Yes	available for any of the p	roperty listed in Part 10?		
69.	Has any of the property listed in Part 10 been app ☑ No ☐ Yes	raised by a professional	within the last year?		
Part	11: ALL OTHER ASSETS				
70.	DOES THE DEBTOR OWN ANY OTHER ASSETS T INCLUDE ALL INTERESTS IN EXECUTORY CONT				RM.
	☑ No. Go to Part 12. ☐ Yes. Fill in the information below.				
					Current value of debtor's interest

				Current value of debtor's interest	
71.	NOTES RECEIVABLE				
	DESCRIPTION (INCLUDE NAME OF OBLIGOR)				
72.	TAX REFUNDS AND UNUSED NET OPERATING LOSSES (NOLS)				
	DESCRIPTION (FOR EXAMPLE, FEDERAL, STATE, LOCAL)				
73.	INTERESTS IN INSURANCE POLICIES OR ANNUITIES				
74.	CAUSES OF ACTION AGAINST THIRD PARTIES (WHETHER OR NOT A BEEN FILED)	LAWSUIT HAS			
75.	5. OTHER CONTINGENT AND UNLIQUIDATED CLAIMS OR CAUSES OF ACTION OF EVERY NATURE, INCLUDING COUNTERCLAIMS OF THE DEBTOR AND RIGHTS TO SET OFF CLAIMS				
76.	TRUSTS, EQUITABLE OR FUTURE INTERESTS IN PROPERTY				
77.	OTHER PROPERTY OF ANY KIND NOT ALREADY LISTED EXAMPLES: COUNTRY CLUB MEMBERSHIP EXAMPLES: SEASON TICKETS, COUN MEMBERSHIP				
78	Total of Part 11. ADD LINES 71 THROUGH 77. COPY THE TOTAL TO LINE 90.			NOT APPLICABLE	
79.	Has any of the property listed in Part 11 been appraised by a profession ☑ No ☐ Yes	nal within the last year?			
Part					
In P	art 12 copy all of the totals from the earlier parts of the form.				
	Type of property		Current value of real property		
80.	Cash, cash equivalents, and financial assets. Copy line 5, Part 1.				
81.	Deposits and prepayments. Copy line 9, Part 2.				
82.	Accounts receivable. Copy line 12, Part 3.				
83.	Investments. Copy line 17, Part 4.				
84.	Inventory. Copy line 23, Part 5.				
85.	Farming and fishing-related assets. Copy line 33, Part 6.				
86.	Office furniture, fixtures, and equipment; and collectibles. Copy line 43, Part 7.				
87.	Machinery, equipment, and vehicles. Copy line 51, Part 8.				
88.	Real property. Copy line 56, Part 9.		N/A		
89.	Intangibles and intellectual property. Copy line 66, Part 10.				

	(Name)				
90.	All other assets. Copy line 78, Part 11.				
91.	Total. Add lines 80 through 90 for each column 91a.	\$0.00	♣ 91b.	N/A	
92.	Total of all property on Schedule A/B. Lines 91a + 91b = 92				\$0.00

Fill ir	1 this information to identify the case:	Dec 369 Filed 11/30/21	Page 25 of 40	
Debto	Gulf Coast Master Tenant II, LLC			
United	States Bankruptcy Court for the: Delaware			
Case r (if kno	number <u>21-11345</u> wn)			☐ Check if this is an
Off	icial Form 206D			amended filing
Scl	nedule D: Creditors Who Have (Claims Secured by Property		12/15
Be as	complete and accurate as possible.			
	Do any creditors have claims secured by debtor's No. Check this box and submit page 1 of this form to Yes. Fill in all of the information below.		s nothing else to report on this	s form.
Part	1: List All Creditors with Secured Claims			
	List in alphabetical order all creditors who have secure one secured claim, list the creditor separately for each claim.		Column A Amount of claim Do not deduct the value of collateral.	Column B Value of collateral that supports this claim
2.1	Creditor's name DELTA HEALTH GROUP, LLC; CORDOVA REHAB, LLC; PENSACOLA HEALTH TRUST,	Describe debtor's property that is subject to a lien 100% EQUITY INTEREST	\$49,402,516.10	UNDETERMINED
	LLC Creditor's mailing address	Describe the lien LOAN AGREEMENT		
	C/O BRYD CAMPBELL, P.A ATTN: JAMES S. CAMPBELL, ESQUIRE 180 PARK AVENUE NORTH, SUITE 2A WINTER PARK, FL 32789	Is the creditor an insider or related party? ☑ No □ Yes		
	Creditor's email address	□ res Is anyone else liable on this claim?		
	Date or dates debt was incurred 7/6/2018	□ No ☑ Yes		
	Last 4 digits of account number:	As of the petition filing date, the claim is: Check all that apply.		
	Do multiple creditors have an interest in the same property? ☑ No □ Yes	☐ Contingent ☐ Unliquidated ☐ Disputed		
2.2	Creditor's name EAGLE ARC PARTNERS LLC	Describe debtor's property that is subject to a lien	\$375,562.04	UNDETERMINED
	Creditor's mailing address C/O ARENT FOX LLP ATTN: GEORGE ANGELICH & MICHAEL	CERTAIN FURNITURE, FIXTURES, AND EQUIPMENT LOCATED AT LEASED PREMISES		
	BLASS 1301 AVENUE OF THE AMERICAS, 42ND FLOOR	Describe the lien MASTER LEASE		
	NEW YORK, NY 10019	Is the creditor an insider or related party?		
	Creditor's email address Date or dates debt was incurred	☑ No □ Yes		
	11/2/2020 Last 4 digits of account number:	Is anyone else liable on this claim? □ No ☑ Yes		
	Do multiple creditors have an interest in the same property?	As of the petition filing date, the claim is: Check all that apply.		
	☑ No □ Yes	☐ Contingent☐ Unliquidated☐ Disputed		

_

Additional Page, if any.

Total of the dollar amounts from Part 1, Column A, including the amounts from the

\$49,778,078.14

Part 2:

3.

List Others to Be Notified for a Debt Already Listed in Part 1

List in alphabetical order any others who must be notified for a debt already listed in Part 1. Examples of entities that may be listed are collection agencies, assignees of claims listed above, and attorneys for secured creditors.

If no others need to be notified for the debts listed in Part 1, do not fill out or submit this page. If additional pages are needed, copy this page.

Name and Address	On which line in Part 1 did you enter the related creditor?	Last 4 digits of account number for ths entity
DELTA HEALTH GROUP, LLC ; CORDOVA REHAB, LLC; PENSACOLA HEALTH TRUST, LLC 40 SOUTH PALAFOX PLACE SUITE 400 PENSACOLA, FL 32502	Line 2.1	
DELTA HEALTH GROUP, LLC ; CORDOVA REHAB, LLC; PENSACOLA HEALTH TRUST, LLC 70 HIGHLAND ST W CORDOVA, AL 35550	Line 2.1	
DELTA HEALTH GROUP, LLC ; CORDOVA REHAB, LLC; PENSACOLA HEALTH TRUST, LLC ATTN: DAVID L. SWANSON 6984 PINE FOREST RD PENSACOLA, FL 32526-8908	Line 2.1	
DELTA HEALTH GROUP, LLC; CORDOVA REHAB, LLC; PENSACOLA HEALTH TRUST, LLC BYRD CAMPBELL, P.A ATTN: JAMES S. CAMPBELL, ESQUIRE 180 PARK AVENUE NORTH, SUITE 2A WINTER PARK, FL 32789	Line 2.1	
EAGLE ARC PARTNERS LLC C/O ASSURED INVESTMENT MANAGEMENT LLC ATTN: GENERAL COUNSEL 1633 BROADWAY, 25TH FLOOR NEW YORK, NY 10019	Line 2.2	
EAGLE ARC PARTNERS LLC C/O EAGLE MSGA MANAGER LLC ATTN: ELLIOTT MANDELBAUM & SAMUEL RIEDER 17 STATE STREET, SUITE 2525 NEW YORK, NY 10004	Line 2.2	
EAGLE ARC PARTNERS LLC C/O FENIGSTEIN & KAUFMAN ATTN: S. JACK FENIGSTEIN, ESQ. 1900 AVENUE OF THE STARS, SUITE 2300 LOS ANGELES, CA 90067	Line 2.2	

	Case 21 11226 KBO - Dec 26	iled 11/30/21	Page 27	7 of 40
FIII	n this information to identify the case:			
Debto	or Gulf Coast Master Tenant II, LLC			
Unite	d States Bankruptcy Court for the: Delaware			
Case	number 21-11345			
(if kn				☐ Check if this is an
				amended filing
Off	icial Form 206E/F			
Sc	hedule E/F: Creditors Who Have Unsecure	ed Claims		12/15
unse on S (Offic	s complete and accurate as possible. Use Part 1 for creditors with PRIOR cured claims. List the other party to any executory contracts or unexpire chedule A/B: Assets - Real and Personal Property (Official Form 206A/B) cial Form 206G). Number the entries in Parts 1 and 2 in the boxes on the ladditional Page of that Part included in this form.	d leases that could result in a cla and on Schedule G: Executory (aim. Also list e Contracts and	xecutory contracts Unexpired Leases
Part	1: List All Creditors with PRIORITY Unsecured Claims			
1.	Do any creditors have priority unsecured claims? (See 11 U.S.C. § 507). ☑ No. Go to Part 2. ☐ Yes. Go to line 2.			
Part	2: List All Creditors with NONPRIORITY Unsecured Claims			
3. 3.1	List in alphabetical order all of the creditors with nonpriority unsecured unsecured claims, fill out and attach the Additional Page of Part 2. Nonpriority creditor's name and mailing address GULF COAST HEALTH CARE, LLC 40 SOUTH PALAFOX PLACE	As of the petition filing date, the Check all that apply. ☐ Contingent		Amount of claim \$3,913,832.14
	SUITE 400 PENSACOLA, FL 32502	☐ Unliquidated☐ Disputed		
	Date or dates debt was incurred	Basis for the claim:		
	VARIOUS	INTERCOMPANY Is the claim subject to offset?		
	Last 4 digits of account number:	☑ No □ Yes		
Part	4: Total Amounts of the Priority and Nonpriority Unsecured Claims			
5.	Add the amounts of priority and nonpriority unsecured claims.			
				Total of claim amounts
5a.	Total claims from Part 1		5a.	NOT APPLICABLE
5b.	Total claims from Part 2		5b. +	\$3,913,832.14
5c.	Total of Parts 1 and 2 Lines 5a + 5b = 5c.		5c.	\$3,913,832.14

Cas	21 11226 I/DO	D00 360	- ⊑iled 11/30/21	Page 28 of 40	
Fill in this information to identify the	e case:			3	
Debtor Gulf Coast Master Tenant II, LLC	;				
United States Bankruptcy Court for the:	Delaware		_		
Case number 21-11345 (if known)			_		☐ Check if this is an
					amended filing

Official Form 206G

Schedule G: Executory Contracts and Unexpired Leases

12/15

Be as complete and accurate as possible. If more space is needed, copy and attach the additional page, numbering the entries consecutively.

- 1. Does the debtor have any executory contracts or unexpired leases?
 - ☐ No. Check this box and file this form with the court with the debtor's other schedules . There is nothing else to report on this form.
 - ☑ Yes. Fill in all of the information below even if the contracts or leases are listed on Schedule A/B: Assets Real and Personal Property (Official Form 206A/B).

name and mailing address for all other parties with e debtor has an executory contract or unexpired lease
IAIN STREET MS, LLC SSURED INVESTMENT MANAGEMENT, LLC) GENERAL COUNSEL ROADWAY, 25TH FL ORK, NY 10019
RONELLE, LLC CH MANAGEMENT SERVICES, LLC) ERIC ROTH, PRESIDENT T RED OAK LANE, STE 201 PLAINS, NY 10604
LOW TREE, LLC CH MANAGEMENT SERVICES, LLC) ERIC ROTH, PRESIDENT T RED OAK LANE, STE 201 PLAINS, NY 10604
2-ACCENTIA, LLC RGENT PROPERTIES 2012, LLC) T RED OAK LANE, STE 201 PLAINS, NY 10604

	(Name)		<u> </u>
Li	st all contracts and unexpired le	eases	State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease
2.5	State what the contract or lease is for and the nature of the debtor's interest State the term remaining List the contract number of any government contract	LEASE AGREEMENT: BUILDING & LAND, INCLUSIVE OF ALL AMENDMENTS/AGREEMENTS	AP2012-BERKSHIRE MANOR, LLC (C/O ARGENT PROPERTIES 2012, LLC) (C/O ARGENT PROPERTIES 2012, LLC) 4 WEST RED OAK LANE, STE 201 WHITE PLAINS, NY 10604
2.6	State what the contract or lease is for and the nature of the debtor's interest State the term remaining List the contract number of any government contract	LEASE AGREEMENT: BUILDING & LAND, INCLUSIVE OF ALL AMENDMENTS/AGREEMENTS	AP2012-BOYNTON, LLC (C/O ARGENT PROPERTIES 2012, LLC) (C/O ARGENT PROPERTIES 2012, LLC) 4 WEST RED OAK LANE, STE 201 WHITE PLAINS, NY 10604
2.7	State what the contract or lease is for and the nature of the debtor's interest State the term remaining List the contract number of any government contract	LEASE AGREEMENT: BUILDING & LAND, INCLUSIVE OF ALL AMENDMENTS/AGREEMENTS	AP2012-BRYNWOOD, LLC (C/O ARGENT PROPERTIES 2012, LLC) (C/O ARGENT PROPERTIES 2012, LLC) 4 WEST RED OAK LANE, STE 201 WHITE PLAINS, NY 10604
2.8	State what the contract or lease is for and the nature of the debtor's interest State the term remaining List the contract number of any government contract	LEASE AGREEMENT: BUILDING & LAND, INCLUSIVE OF ALL AMENDMENTS/AGREEMENTS	AP2012-COASTAL, LLC (C/O ARGENT PROPERTIES 2012, LLC) (C/O ARGENT PROPERTIES 2012, LLC) 4 WEST RED OAK LANE, STE 201 WHITE PLAINS, NY 10604
2.9	State what the contract or lease is for and the nature of the debtor's interest State the term remaining List the contract number of any government contract	LEASE AGREEMENT: BUILDING & LAND, INCLUSIVE OF ALL AMENDMENTS/AGREEMENTS	AP2012-DEBARY MANOR, LLC (C/O ARGENT PROPERTIES 2012, LLC) (C/O ARGENT PROPERTIES 2012, LLC) 4 WEST RED OAK LANE, STE 201 WHITE PLAINS, NY 10604
2.10	State what the contract or lease is for and the nature of the debtor's interest State the term remaining	LEASE AGREEMENT: BUILDING & LAND, INCLUSIVE OF ALL AMENDMENTS/AGREEMENTS	AP2012-FLAGLER PINES, LLC (C/O ARGENT PROPERTIES 2012, LLC) (C/O ARGENT PROPERTIES 2012, LLC) 4 WEST RED OAK LANE, STE 201 WHITE PLAINS, NY 10604
	List the contract number of any government contract		

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	(Name)		<u> </u>
Li	st all contracts and unexpired l	eases	State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease
2.11	State what the contract or lease is for and the nature of the debtor's interest State the term remaining List the contract number of any government contract	LEASE AGREEMENT: BUILDING & LAND, INCLUSIVE OF ALL AMENDMENTS/AGREEMENTS	AP2012-FOUNTAINHEAD, LLC (C/O ARGENT PROPERTIES 2012, LLC) (C/O ARGENT PROPERTIES 2012, LLC) 4 WEST RED OAK LANE, STE 201 WHITE PLAINS, NY 10604
2.12	State what the contract or lease is for and the nature of the debtor's interest State the term remaining List the contract number of any government contract	SERVICE AGREEMENT, INCLUSIVE OF ALL AMENDMENTS/AGREEMENTS	AP2012-GLEN COVE, LLC (C/O ARGENT PROPERTIES 2012, LLC) (C/O ARGENT PROPERTIES 2012, LLC) 4 WEST RED OAK LANE, STE 201 WHITE PLAINS, NY 10604
2.13	State what the contract or lease is for and the nature of the debtor's interest State the term remaining List the contract number of any government contract	LEASE AGREEMENT: BUILDING & LAND, INCLUSIVE OF ALL AMENDMENTS/AGREEMENTS	AP2012-GLEN OAKS, LLC (C/O ARGENT PROPERTIES 2012, LLC) (C/O ARGENT PROPERTIES 2012, LLC) 4 WEST RED OAK LANE, STE 201 WHITE PLAINS, NY 10604
2.14	State what the contract or lease is for and the nature of the debtor's interest State the term remaining List the contract number of any government contract	LEASE AGREEMENT: BUILDING & LAND, INCLUSIVE OF ALL AMENDMENTS/AGREEMENTS, INCLUSIVE OF ALL AMENDMENTS/AGREEMENTS	AP2012-HERITAGE PARK, LLC (C/O ARGENT PROPERTIES 2012, LLC) (C/O ARGENT PROPERTIES 2012, LLC) 4 WEST RED OAK LANE, STE 201 WHITE PLAINS, NY 10604
2.15	State what the contract or lease is for and the nature of the debtor's interest State the term remaining List the contract number of any government contract	LEASE AGREEMENT: BUILDING & LAND, INCLUSIVE OF ALL AMENDMENTS/AGREEMENTS	AP2012-LAKE PLACID, LLC (C/O ARGENT PROPERTIES 2012, LLC) (C/O ARGENT PROPERTIES 2012, LLC) 4 WEST RED OAK LANE, STE 201 WHITE PLAINS, NY 10604
2.16	State what the contract or lease is for and the nature of the debtor's interest State the term remaining List the contract number of any government contract	LEASE AGREEMENT: BUILDING & LAND, INCLUSIVE OF ALL AMENDMENTS/AGREEMENTS	AP2012-LAKESIDE, LLC (C/O ARGENT PROPERTIES 2012, LLC) (C/O ARGENT PROPERTIES 2012, LLC) 4 WEST RED OAK LANE, STE 201 WHITE PLAINS, NY 10604

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Lis	st all contracts and unexpired lo	pases	State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease
2.17	State what the contract or lease is for and the nature of the debtor's interest State the term remaining List the contract number of any government contract	LEASE AGREEMENT: BUILDING & LAND, INCLUSIVE OF ALL AMENDMENTS/AGREEMENTS	AP2012-LONGWOOD, LLC (C/O ARGENT PROPERTIES 2012, LLC) (C/O ARGENT PROPERTIES 2012, LLC) 4 WEST RED OAK LANE, STE 201 WHITE PLAINS, NY 10604
2.18	State what the contract or lease is for and the nature of the debtor's interest State the term remaining List the contract number of any government contract	LEASE AGREEMENT: BUILDING & LAND, INCLUSIVE OF ALL AMENDMENTS/AGREEMENTS	AP2012-MANOR ON THE GREEN, LLC (C/O ARGENT PROPERTIES 2012, LLC) (C/O ARGENT PROPERTIES 2012, LLC) 4 WEST RED OAK LANE, STE 201 WHITE PLAINS, NY 10604
2.19	State what the contract or lease is for and the nature of the debtor's interest State the term remaining List the contract number of any government contract	LEASE AGREEMENT: BUILDING & LAND, INCLUSIVE OF ALL AMENDMENTS/AGREEMENTS	AP2012-OAKBROOK, LLC (C/O ARGENT PROPERTIES 2012, LLC) (C/O ARGENT PROPERTIES 2012, LLC) 4 WEST RED OAK LANE, STE 201 WHITE PLAINS, NY 10604
2.20	State what the contract or lease is for and the nature of the debtor's interest State the term remaining List the contract number of any government contract	LEASE AGREEMENT: BUILDING & LAND, INCLUSIVE OF ALL AMENDMENTS/AGREEMENTS	AP2012-OAKS OF KISSIMMEE, LLC (C/O ARGENT PROPERTIES 2012, LLC) (C/O ARGENT PROPERTIES 2012, LLC) 4 WEST RED OAK LANE, STE 201 WHITE PLAINS, NY 10604
2.21	State what the contract or lease is for and the nature of the debtor's interest State the term remaining List the contract number of any government contract	LEASE AGREEMENT: BUILDING & LAND, INCLUSIVE OF ALL AMENDMENTS/AGREEMENTS	AP2012-OAKWOOD OF GARDEN, LLC (C/O ARGENT PROPERTIES 2012, LLC) (C/O ARGENT PROPERTIES 2012, LLC) 4 WEST RED OAK LANE, STE 201 WHITE PLAINS, NY 10604
2.22	State what the contract or lease is for and the nature of the debtor's interest State the term remaining List the contract number of any government contract	LEASE AGREEMENT: BUILDING & LAND, INCLUSIVE OF ALL AMENDMENTS/AGREEMENTS	AP2012-RIVERCHASE, LLC (C/O ARGENT PROPERTIES 2012, LLC) (C/O ARGENT PROPERTIES 2012, LLC) 4 WEST RED OAK LANE, STE 201 WHITE PLAINS, NY 10604

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Lis	st all contracts and unexpired le	eases	State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease
2.23	State what the contract or lease is for and the nature of the debtor's interest State the term remaining List the contract number of any government contract	LEASE AGREEMENT: BUILDING & LAND, INCLUSIVE OF ALL AMENDMENTS/AGREEMENTS	AP2012-ROYAL MANOR, LLC (C/O ARGENT PROPERTIES 2012, LLC) (C/O ARGENT PROPERTIES 2012, LLC) 4 WEST RED OAK LANE, STE 201 WHITE PLAINS, NY 10604
2.24	State what the contract or lease is for and the nature of the debtor's interest State the term remaining List the contract number of any government contract	LEASE AGREEMENT: BUILDING & LAND, INCLUSIVE OF ALL AMENDMENTS/AGREEMENTS	AP2012-SALERNO BAY, LLC (C/O ARGENT PROPERTIES 2012, LLC) (C/O ARGENT PROPERTIES 2012, LLC) 4 WEST RED OAK LANE, STE 201 WHITE PLAINS, NY 10604
2.25	State what the contract or lease is for and the nature of the debtor's interest State the term remaining List the contract number of any government contract	LEASE AGREEMENT: BUILDING & LAND, INCLUSIVE OF ALL AMENDMENTS/AGREEMENTS	AP2012-SHELBY, LLC (C/O ARGENT PROPERTIES 2012, LLC) (C/O ARGENT PROPERTIES 2012, LLC) 4 WEST RED OAK LANE, STE 201 WHITE PLAINS, NY 10604
2.26	State what the contract or lease is for and the nature of the debtor's interest State the term remaining List the contract number of any government contract	LEASE AGREEMENT: BUILDING & LAND, INCLUSIVE OF ALL AMENDMENTS/AGREEMENTS	AP2012-SINGING RIVER, LLC (C/O ARGENT PROPERTIES 2012, LLC) (C/O ARGENT PROPERTIES 2012, LLC) 4 WEST RED OAK LANE, STE 201 WHITE PLAINS, NY 10604
2.27	State what the contract or lease is for and the nature of the debtor's interest State the term remaining List the contract number of any government contract	LEASE AGREEMENT: BUILDING & LAND, INCLUSIVE OF ALL AMENDMENTS/AGREEMENTS	AP2012-WILLOW TRACE, LLC (C/O ARGENT PROPERTIES 2012, LLC) (C/O ARGENT PROPERTIES 2012, LLC) 4 WEST RED OAK LANE, STE 201 WHITE PLAINS, NY 10604
2.28	State what the contract or lease is for and the nature of the debtor's interest State the term remaining	LEASE AGREEMENT: BUILDING & LAND, INCLUSIVE OF ALL AMENDMENTS/AGREEMENTS	AP2012-WINDSOR MANOR, LLC (C/O ARGENT PROPERTIES 2012, LLC) (C/O ARGENT PROPERTIES 2012, LLC) 4 WEST RED OAK LANE, STE 201 WHITE PLAINS, NY 10604
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		of any government		

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	(Name)		
Li	st all contracts and unexpired le	eases	State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease
2.35	State what the contract or lease is for and the nature of the debtor's interest State the term remaining List the contract number	LEASE AGREEMENT: BUILDING & LAND	MF LONGWOOD, LLC (C/O GCH MANAGEMENT SERVICES, LLC) ATTN: ERIC ROTH, PRESIDENT 4 WEST RED OAK LANE, STE 201 WHITE PLAINS, NY 10604
	of any government contract		
2.36	State what the contract or lease is for and the nature of the debtor's interest State the term remaining	LEASE AGREEMENT: BUILDING & LAND	MF OAKWOOD, LLC (C/O GCH MANAGEMENT SERVICES, LLC) ATTN: ERIC ROTH, PRESIDENT 4 WEST RED OAK LANE, STE 201 WHITE PLAINS, NY 10604
	List the contract number of any government contract		
2.37	State what the contract or lease is for and the nature of the debtor's interest	LEASE AGREEMENT: BUILDING & LAND, INCLUSIVE OF ALL AMENDMENTS/AGREEMENTS	MS LAKESIDE, LLC 40 PALAFOX PL STE 400 WHITE PLAINS, NY 10604
	State the term remaining		
	List the contract number of any government contract		
2.38	State what the contract or lease is for and the nature of the debtor's interest	LEASE AGREEMENT: BUILDING & LAND	MS SHELBY, LLC (C/O GCH MANAGEMENT SERVICES, LLC) ATTN: ERIC ROTH, PRESIDENT 4 WEST RED OAK LANE, STE 201 WHITE PLAINS, NY 10604
	State the term remaining		
	List the contract number of any government contract		
2.39	State what the contract or lease is for and the nature of the debtor's interest	LEASE AGREEMENT: BUILDING & LAND, INCLUSIVE OF ALL AMENDMENTS/AGREEMENTS	MS SINGING, LLC 40 PALAFOX PL STE 400 SHELBY, MS 38774
	State the term remaining		
	List the contract number of any government contract		
2.40	State what the contract or lease is for and the nature of the debtor's interest	LEASE AGREEMENT: BUILDING & LAND	NF BRYNWOOD, LLC (C/O GCH MANAGEMENT SERVICES, LLC) ATTN: ERIC ROTH, PRESIDENT 4 WEST RED OAK LANE, STE 201 WHITE PLAINS NY 10604
	State the term remaining		WHITE PLAINS, NY 10604
	List the contract number of any government contract		

List all contracts and unexpired leases State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease LEASE AGREEMENT: BUILDING & LAND 2.41 State what the contract NF GLEN COVE, LLC (C/O GCH MANAGEMENT SERVICES, LLC) or lease is for and the nature of the debtor's ATTN: ERIC ROTH, PRESIDENT 4 WEST RED OAK LANE, STE 201 interest WHITE PLAINS, NY 10604 State the term remaining List the contract number of any government contract 2.42 State what the contract LEASE AGREEMENT: BUILDING & LAND NF MANOR, LLC (C/O GCH MANAGEMENT SERVICES, LLC) or lease is for and the ATTN: ERIC ROTH, PRESIDENT nature of the debtor's 4 WEST RED OAK LANE, STE 201 interest WHITE PLAINS, NY 10604 State the term remaining List the contract number of any government contract 2 43 State what the contract LEASE AGREEMENT: BUILDING & LAND NE RIVER CHASE LLC or lease is for and the (C/O GCH MANAGEMENT SERVICES, LLC) ATTN: ERIC ROTH, PRESIDENT nature of the debtor's 4 WEST RED OAK LANE, STE 201 interest WHITE PLAINS, NY 10604 State the term remaining List the contract number of any government contract 2.44 LEASE AGREEMENT: BUILDING & LAND NF WINDSOR, LLC State what the contract (C/O GCH MANAGEMENT SERVICES, LLC) or lease is for and the ATTN: ERIC ROTH, PRESIDENT nature of the debtor's 4 WEST RED OAK LANE, STE 201 interest WHITE PLAINS, NY 10604 State the term remaining List the contract number of any government contract 2.45 State what the contract LEASE AGREEMENT: BUILDING & LAND SF BERKSHIRE, LLC (C/O GCH MANAGEMENT SERVICES, LLC) or lease is for and the ATTN: ERIC ROTH, PRESIDENT nature of the debtor's 4 WEST RED OAK LANE, STE 201 interest WHITE PLAINS, NY 10604 State the term remaining List the contract number of any government contract 2.46 State what the contract LEASE AGREEMENT: BUILDING & LAND SF BOYNTON, LLC (C/O GCH MANAGEMENT SERVICES, LLC) or lease is for and the ATTN: ERIC ROTH, PRESIDENT nature of the debtor's 4 WEST RED OAK LANE, STE 201 interest WHITE PLAINS, NY 10604 State the term remaining

List the contract number of any government contract

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List all contracts and unexpired leases State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease LEASE AGREEMENT: BUILDING & LAND 2.47 State what the contract SF FOUNTAINHEAD, LLC (C/O GCH MANAGEMENT SERVICES, LLC) or lease is for and the nature of the debtor's ATTN: ERIC ROTH, PRESIDENT 4 WEST RED OAK LANE, STE 201 interest WHITE PLAINS, NY 10604 State the term remaining List the contract number of any government contract 2.48 State what the contract LEASE AGREEMENT: BUILDING & LAND SF GLEN OAKS, LLC (C/O GCH MANAGEMENT SERVICES, LLC) or lease is for and the ATTN: ERIC ROTH, PRESIDENT nature of the debtor's 4 WEST RED OAK LANE, STE 201 interest WHITE PLAINS, NY 10604 State the term remaining List the contract number of any government contract 2 49 State what the contract LEASE AGREEMENT: BUILDING & LAND SEKISSIMMEE LLC or lease is for and the (C/O GCH MANAGEMENT SERVICES, LLC) ATTN: ERIC ROTH, PRESIDENT nature of the debtor's 4 WEST RED OAK LANE, STE 201 interest WHITE PLAINS, NY 10604 State the term remaining List the contract number of any government contract 2.50 LEASE AGREEMENT: BUILDING & LAND State what the contract SF LAKE PLACID, LLC (C/O GCH MANAGEMENT SERVICES, LLC) or lease is for and the nature of the debtor's ATTN: ERIC ROTH, PRESIDENT 4 WEST RED OAK LANE, STE 201 interest WHITE PLAINS, NY 10604 State the term remaining List the contract number of any government contract 2.51 State what the contract LEASE AGREEMENT: BUILDING & LAND SF OAKBROOK, LLC (C/O GCH MANAGEMENT SERVICES, LLC) or lease is for and the ATTN: ERIC ROTH, PRESIDENT nature of the debtor's 4 WEST RED OAK LANE STE 201 interest WHITE PLAINS, NY 10604 State the term remaining List the contract number of any government contract 2.52 State what the contract LEASE AGREEMENT: BUILDING & LAND SF ROYAL MANOR, LLC (C/O GCH MANAGEMENT SERVICES, LLC) or lease is for and the ATTN: ERIC ROTH, PRESIDENT nature of the debtor's 4 WEST RED OAK LANE, STE 201 interest WHITE PLAINS, NY 10604 State the term remaining List the contract number of any government contract

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(Name)

	(Name)				
Lis	t all contracts and unexpired le	eases	State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease		
2.53	State what the contract or lease is for and the nature of the debtor's interest State the term remaining List the contract number of any government contract	LEASE AGREEMENT: BUILDING & LAND	SF SALERNO, LLC (C/O GCH MANAGEMENT SERVICES, LLC) ATTN: ERIC ROTH, PRESIDENT 4 WEST RED OAK LANE, STE 201 WHITE PLAINS, NY 10604		
2.54	State what the contract or lease is for and the nature of the debtor's interest State the term remaining List the contract number of any government contract	LEASE AGREEMENT: BUILDING & LAND	SF TAMPA, LLC (C/O GCH MANAGEMENT SERVICES, LLC) ATTN: ERIC ROTH, PRESIDENT 4 WEST RED OAK LANE, STE 201 WHITE PLAINS, NY 10604		

Coco 31 11336 KBO Doo 369 Filed 11/30/21 Page 38 d	of 40
Fill in this information to identify the case:	, 01 40

	manon to hadrany an	
Debtor Gulf Co	past Master Tenant II, LLC	
United States Ban	kruptcy Court for the:	Delaware
Case number	21-11345	
(if known)		

☐ Check if this is an amended filing

Official Form 206H

Schedule H: Codebtors

12/15

Be as complete and accurate as possible. If more space is needed, copy the Additional Page, numbering the entries consecutively. Attach the Additional Page to this page.

1.		Does	the	debtor	have	any	code	btors?
----	--	------	-----	--------	------	-----	------	--------

- No. Check this box and submit this form to the court with the debtor's other schedules. Nothing else needs to be reported on this form.
 ✓ Yes.
- 2. In Column 1, list as codebtors all of the people or entities who are also liable for any debts listed by the debtor in the schedules of creditors, *Schedules D-G*. Include all guarantors and co-obligors. In Column 2, identify the creditor to whom the debt is owed and each schedule on which the creditor is listed. If the codebtor is liable on a debt to more than one creditor, list each creditor separately in Column 2.

S	schedule on which the creditor is listed. If the codebtor is liable on a debt to more than one creditor, list each creditor separately in Column 2.				
C	Column 1: Codebtor		Column 2: Creditor		
	Name	Mailing Address	Name	Check all schedules that apply	
2.1	FLORIDA FACILITIES, LLC	40 SOUTH PALAFOX PLACE, SUITE 400 PENSACOLA, FL 32502	DELTA HEALTH GROUP, LLC; CORDOVA REHAB, LLC; PENSACOLA HEALTH TRUST, LLC	☑ D □ E/F □ G	
2.2	GULF COAST FACILITIES, LLC	40 SOUTH PALAFOX PLACE, SUITE 400 PENSACOLA, FL 32502	DELTA HEALTH GROUP, LLC; CORDOVA REHAB, LLC; PENSACOLA HEALTH TRUST, LLC	☑ D □ E/F □ G	
2.3	GULF COAST FACILITIES, LLC	40 SOUTH PALAFOX PLACE, SUITE 400 PENSACOLA, FL 32502	EAGLE ARC PARTNERS LLC	☑ D □ E/F □ G	
2.4	GULF COAST MASTER TENANT I, LLC	40 SOUTH PALAFOX PLACE, SUITE 400 PENSACOLA, FL 32502	DELTA HEALTH GROUP, LLC; CORDOVA REHAB, LLC; PENSACOLA HEALTH TRUST, LLC	☑ D □ E/F □ G	
2.5	GULF COAST MASTER TENANT III, LLC	40 SOUTH PALAFOX PLACE, SUITE 400 PENSACOLA, FL 32502	EAGLE ARC PARTNERS LLC	☑ D □ E/F □ G	
2.6	HUD FACILITIES, LLC	40 SOUTH PALAFOX PLACE, SUITE 400 PENSACOLA, FL 32502	DELTA HEALTH GROUP, LLC; CORDOVA REHAB, LLC; PENSACOLA HEALTH TRUST, LLC	☑ D □ E/F □ G	
2.7	MS LAKESIDE, LLC	191 HIGHWAY 511 EAST QUITMAN, MS 39355	EAGLE ARC PARTNERS LLC	☑ D □ E/F □ G	
2.8	MS SHELBY, LLC	1108 CHURCH STREET SHELBY, MS 38774	EAGLE ARC PARTNERS LLC	☑ D □ E/F □ G	
2.9	MS SINGING, LLC	3401 MAIN STREET MOSS POINT, MS 39563	EAGLE ARC PARTNERS LLC	☑ D □ E/F □ G	
2.10	PENSACOLA ADMINISTRATIVE SERVICES, LLC	40 SOUTH PALAFOX PLACE, SUITE 400 PENSACOLA, FL 32502	DELTA HEALTH GROUP, LLC; CORDOVA REHAB, LLC; PENSACOLA HEALTH TRUST, LLC	☑ D □ E/F □ G	

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(Name

Additional Page if Debtor Has More Codebtors

	olumn 1: Codebtor Column 2: C		Column 2: Creditor	2: Creditor	
	Name	Mailing Address	Name	Check all schedules that apply	
2.11	SC-GA2018 COBBLESTONE REHABILITATION AND HEALTHCARE CENTER, LLC	101 COBBLESTONE TRACE SE MOULTRIE, GA 31788	EAGLE ARC PARTNERS LLC	☑ D □ E/F □ G	

Fill in this information to identify the case:	Filed 11/20/21 Page 40 of 40
·	Filed 11/30/21 Page 40 of 40
Debtor Gulf Coast Master Tenant II, LLC	
United States Bankruptcy Court for the: Delaware	
Case number (if known) 21-11345	
Official Form 202	
Declaration Under Penalty of Perjury	y for Non-Individual Debtors
form for the schedules of assets and liabilities, any other documents	dual debtor, such as a corporation or partnership, must sign and submit this ment that requires a declaration that is not included in the document, and any ividual's position or relationship to the debtor, the identity of the document,
	e statement, concealing property, or obtaining money or property by fraud in 10,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519,
Delcaration and signature	
I am the president, another officer, or an authorized agent another individual serving as a representative of the debto	of the corporation; a member or an authorized agent of the partnership; or r in this case.
I have examined the information in the documents checked	d below and I have a reasonable belief that the information is true and correct:
☑ Schedule A/B: Assets-Real and Personal Property (Off	icial Form 206A/B)
☑ Schedule D: Creditors Who Have Claims Secured by F	Property (Official Form 206D)
☑ Schedule E/F: Creditors Who Have Unsecured Claims	(Official Form 206E/F)
☑ Schedule G: Executory Contracts and Unexpired Leas	es (Official Form 206G)
☑ Schedule H: Codebtors (Official Form 206H)	
☑ Summary of Assets and Liabilities for Non-Individuals ((Official Form 206Sum)
☐ Amended Schedule	
☐ Chapter 11 or Chapter 9 Cases: List of Creditors Who	Have the 20 Largest Unsecured Claims and Are Not Insiders (Official Form 204)
☐ Other document that requires a declaration	
I declare under penalty of perjury that the foregoing is true	e and correct.
Executed on 11/30/2021	/s/ M. Benjamin Jones Signature of individual signing on behalf of debtor
IVIIVI / DD / I I I I	orgination of markidual digiting on botton

Signature of individual signing on behalf o	f debtor
M. Benjamin Jones	
Printed name	
Chief Restructuring Officer	

12/15