

1 RON BENDER (SBN 143364)
MONICA Y. KIM (SBN 180139)
2 JACQUELINE L. RODRIGUEZ (SBN 198838)
LEVENE, NEALE, BENDER, RANKIN & BRILL L.L.P.
3 10250 Constellation Blvd., Suite 1700
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4 Telephone: (310) 229-1234
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6 Proposed Attorneys for Chapter 11
Debtors and Debtors in Possession

7
8 UNITED STATES BANKRUPTCY COURT
9 CENTRAL DISTRICT OF CALIFORNIA
10 LOS ANGELES DIVISION
11

12 In re:) Main Case No. LA 07-12312-EC
PLEASANT CARE CORPORATION, a)
13 California corporation,) Case No. LA 07-12322-EC

14 _____) Case No. LA 07-12319-EC
) Case No. LA 07-12326-EC

15 In re:) Case No. LA 07-12316-EC
SNF PROPERTIES INCORPORATED,)
16 a California corporation,) Chapter 11

17 _____)
18 In re:) **FIRST SUPPLEMENT TO DEBTORS'**
PCC HEALTH SERVICES, INC., a) **EMERGENCY MOTION FOR ORDER**
19 California corporation,) **AUTHORIZING DEBTORS TO INCUR**
) **POST-PETITION SECURED**
) **INDEBTEDNESS AND GRANTING**
20) **SECURITY INTERESTS AND PRIORITY**
In re:) **AND PROVIDING ADEQUATE**
21 ATLAS CARE ENTERPRISES,) **PROTECTION ALL PURSUANT TO**
INC., a California) **SECTIONS 361, 362 AND 364 OF THE**
22 corporation,) **BANKRUPTCY CODE**

23 _____)
In re:) Date: March 27, 2007
24 EMBER CARE CORPORATION, a) Time: 1:30 p.m.
California corporation,) Place: Courtroom 1639
25 _____) 255 E. Temple St.
) Los Angeles, CA

26 Debtors.)
27 _____)
28

1 Pleasant Care Corporation, SNF Properties Incorporated,
2 PCC Health Services, Inc., Atlas Care Enterprises, Inc., and
3 Ember Care Corporation, California corporations, Chapter 11
4 debtors and debtors in possession herein (collectively, the
5 "Debtors"), hereby file this First Supplement to the Debtors'
6 emergency motion to obtain post-petition financing.
7

8 In the Debtors' emergency financing motion the Debtors
9 sought Court approval to borrow \$500,000 the Debtors'
10 principal, Emmanuel I. Bernabe, and \$500,000 from an individual
11 by the name of Sol Majer (for a total of \$1 million), to assist
12 the Debtors with its cash flow needs.

13 An initial hearing on the Debtors' financing motion was
14 held on March 26, 2007 at 3:00 p.m. At that hearing, the
15 Debtors advised the Court of the following two primary facts:
16 (1) that the Debtors were in negotiations with their primary
17 pre-petition lenders, Bridge Healthcare Finance, LLC and Bridge
18 Opportunity Finance, LLC (collectively, "Bridge") to provide
19 the Debtors with the necessary post-petition financing in the
20 place of Mr. Bernabe and Mr. Majer to avoid the complexities of
21 inter-creditor relationships, and (2) that the Debtors may need
22 to borrow more than \$1 million at this time primarily due to
23 the fact that the Debtors were of the belief that they had
24 commenced their Chapter 11 bankruptcy cases on March 22, 2006
25 with approximately \$900,000 in the bank, when it now appears
26 that Bridge actually swept all of those funds and applied those
27
28

1 funds against Bridge's pre-petition loan (and thereby reduced
2 Bridge's pre-petition loan by this sum) prior to the Debtors'
3 bankruptcy filings.

4 Attached hereto as Exhibit "1" is a revised budget (the
5 "Revised Budget") that was prepared late into the night of
6 March 26, 2007 following the initial hearing on the Debtors'
7 financing motion (at a meeting attended by representatives of
8 the Debtors, Bridge and the Ad-Hoc Committee of Unsecured
9 Creditors). As indicated in the Revised Budget, the Debtors
10 project having a cash flow shortfall in the amount of
11 \$1,658,000 through the week ending April 6, 2007. This figure
12 is after taking into account the fact that Bridge actually
13 swept the Debtors' approximately \$900,000 of cash shortly prior
14 to the Debtors' Chapter 11 filings (and thereby reduced its
15 outstanding indebtedness owed by the Debtors by the same
16 amount).

18 Fortunately, Bridge has agreed to provide the Debtors with
19 up to \$1.7 million of post-petition financing to enable the
20 Debtors to pay their operating expenses in accordance with the
21 Revised Budget through the week ending April 6, 2007. A copy
22 of the proposed post-petition financing order that the Debtors
23 have been negotiating with Bridge is attached hereto as Exhibit
24 "2".

25 Bridge has not at this time agreed to provide the Debtors
26 with post-petition financing beyond April 6, 2007 or to consent
27 to the Debtors' use of cash collateral beyond April 6, 2007.
28

1 The Debtors anticipate that the Office of the United States
2 Trustee will form an Official Committee of Unsecured Creditors
3 before that time and that a more comprehensive cash collateral
4 stipulation and post-petition financing stipulation can be
5 negotiated between the Debtors, Bridge, the Official Committee
6 of Unsecured Creditors and other parties in interest prior to
7 April 6, 2007 and be presented to the Court.

8
9 It should be noted that the Revised Budget has made two
10 assumptions, either or both of which may prove to have been
11 conservative.

12 First, the Debtors have several million of accumulated
13 accounts receivable as a result of the delay in processing and
14 payment of various governmental agencies. The Debtors believe
15 that these receivables will be collected within the next
16 several months, but unlike the Debtors regular reimbursements,
17 the Debtors have no way of knowing with any certainty when
18 those receivables will actually be collected. To be
19 conservative, the Debtors are assuming that none of these
20 accumulated receivables will be collected during the period
21 covered by the Revised Budget. To the extent any such
22 receivables are collected during the period covered by the
23 Revised Budget, that would reduce the Debtors' cash flow
24 shortfall during this period on a dollar-for-dollar basis.

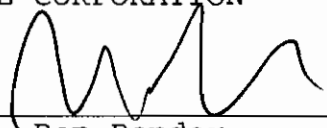
25
26 Second, as the Debtors have explained in their emergency
27 cash collateral motion, the Debtors are working feverishly to
28 dispose of all or as many as possible of their seven very

1 problematic facilities in the most expeditious manner possible.
2 To be conservative, the Debtors are assuming that they are not
3 able to dispose of any of the seven very problematic facilities
4 during the period covered by the Revised Budget. If the
5 Debtors are able to dispose of any of the seven very
6 problematic facilities during the period covered by the Revised
7 Budget, that will reduce the Debtors' operating expenses and
8 cash flow shortfall accordingly.

9
10 Based upon all of the foregoing, the Debtors respectfully
11 request that the Court authorize the Debtors to borrow up to
12 \$1.7 million of post-petition financing from Bridge under the
13 terms and conditions of the order attached hereto as Exhibit
14 "2", subject to any additional changes that the Court deems
15 appropriate or that the Debtors and Bridge jointly agree to and
16 which are approved by the Court.

17 Dated: March 27, 2007

PLEASANT CARE CORPORATION; SNF
PROPERTIES INCORPORATED; PCC
HEALTH SERVICES, INC.; ATLAS CARE
ENTERPRISES, INC.; AND EMBER
CARE CORPORATION

20
21 By: 
22 Ron Bender
23 Monica Y. Kim
24 Jacqueline L. Rodriguez
25 Levene, Neale, Bender,
26 Rankin & Brill L.L.P.
27 Proposed Attorneys for
28 Debtors and Debtors
in Possession

Pleasant Care Corporation
Daily Cash flow Projection (Total Company)
3/22/2007
000's

	Tues. 27-Mar	Wed. 28-Mar	Thurs. 29-Mar	Friday 30-Mar	4 Days Ended 30-Mar	Week Ended 6-Apr	Week Ended 13-Apr
<i>Net Sales (Memo Only)</i>	467.7	467.7	467.7	467.7	1,871.0	1,871.0	1,871.0
<u>Cash Receipts</u>					0	0	
A/R Cash Receipts - Medical				500.0	500.0	2,093.0	2,093.0
A/R Cash Receipts - Medicare						537.0	537.0
A/R Cash Receipts - HMO, Hospice	25.0	25.0	25.0	25.0	100.0	225.0	225.0
A/R Cash Receipts - Private	25.0	25.0	25.0	25.0	100.0	400.0	400.0
A/R Cash Receipts - Rebills					-	-	-
Additional Loans					-	-	-
Sale of Facilities					-	-	-
Total cash Receipts	50.0	50.0	50.0	550.0	700.0	2,718.0	3,255.0
<u>Cash Disbursements</u>							
Payroll, Payroll Taxes, W/C & Other Benes	(4,000.0)				(4,000.0)		(4,330.0)
Worker's Compensation Insurance				(325.0)	(325.0)		(125.0)
Food				(125.0)	(125.0)		(2,020.0)
Rents & Taxes				(125.0)	(125.0)		(125.0)
Utilities				(160.0)	(160.0)		(160.0)
Hskp and Other Purchased services				(46.0)	(46.0)		-
Bed Tax				(85.0)	(85.0)		(85.0)
Property Insurance and Prepays (2)				(200.0)	(200.0)		(50.0)
Corporate and Other							-
Health Insurance							(100.0)
Liability Insurance							(360.0)
Nursing Supplies and other supplies							
Ancillary							
Net Cash Disbursements	(4,000.0)	-	-	(1,066.0)	(5,066.0)	(710.0)	(7,355.0)
<u>Net Cash Flow</u>	(3,950.0)	50.0	50.0	(516.0)	(4,366.0)	2,008.0	(4,100.0)
<u>Cumulative Cash Flow</u>	(3,950.0)	(3,900.0)	(3,850.0)	(4,366.0)	(4,366.0)	(2,358.0)	(6,458.0)
(1) In addition, Lifehouse will deposit and PCC will pay an approximately \$300k to cover additional payroll for leased employees.							
(2) Includes \$46k pre-petition property insurance which requires a motion to approve payment.							
<u>Cash Balances</u>							
Beginning Cash Balance	2,708.0	(1,242.0)	(1,192.0)	(1,142.0)	2,708.0	(1,658.0)	350.0
Deposits	50.0	50.0	50.0	550.0	700.0	2,718.0	3,255.0
Disbursements	(4,000.0)	-	-	(1,066.0)	(5,066.0)	(710.0)	(7,355.0)
Ending Cash Balance (OD)	(1,242.0)	(1,192.0)	(1,142.0)	(1,658.0)	(1,658.0)	350.0	(3,750.0)

(3) In addition there is a balance of approximately \$500k in a payroll account with approximately \$500k of prepetition payroll checks outstanding.

	23,955.1	24,372.8	24,790.6	25,208.3	23,955.1	25,126.1	24,279.0
<u>Accounts Receivable Rollforward</u>							
Accounts Receivable Bal.	467.7	467.7	467.7	467.7	1,871.0	1,871.0	1,871.0
Plus: Sales	-	-	-	(500.0)	(500.0)	(2,093.0)	(2,093.0)
A/R Cash Receipts - Medical, Medicare	(25.0)	(25.0)	(25.0)	(25.0)	(100.0)	(225.0)	(225.0)
A/R Cash Receipts - HMO	-	-	-	-	-	-	-
A/R Cash Receipts - Rebills	(25.0)	(25.0)	(25.0)	(25.0)	(100.0)	(400.0)	(400.0)
A/R Cash Receipts - Private							
Ending Accounts Receivable	24,372.8	24,790.6	25,208.3	25,126.1	25,126.1	24,279.0	23,432.0

PACHULSKI STANG ZIEHL YOUNG JONES & WEINTRAUB LLP
ATTORNEYS AT LAW
LOS ANGELES, CALIFORNIA

1 RON BENDER (SBN 143364)
2 MONICA Y. KIM (SBN 180139)
3 JACQUELINE L. RODRIGUEZ (SBN 198838)
4 LEVENE, NEALE, BENDER, RANKIN & BRILL L.L.P.
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9 Proposed Attorneys for Chapter 11
10 Debtors and Debtors in Possession

11 UNITED STATES BANKRUPTCY COURT
12 CENTRAL DISTRICT OF CALIFORNIA
13 LOS ANGELES DIVISION

14 In re:) Main Case No. LA 07-12312-EC
15 PLEASANT CARE CORPORATION, a)
16 California corporation,) Case No. LA 07-12322-EC
17 _____) Case No. LA 07-12319-EC
18) Case No. LA 07-12326-EC
19 In re:) Case No. LA 07-12316-EC
20 SNF PROPERTIES INCORPORATED, a)
21 California corporation,)
22 _____) Chapter 11
23)
24 In re:) INTERIM ORDER PURSUANT TO 11 U.S.C.
25 PCC HEALTH SERVICES, INC., a) §§ 361, 362 AND 364 (i) AUTHORIZING
26 California corporation,) DEBTORS TO INCUR POST-PETITION
27 _____) SECURED INDEBTEDNESS AND
28) GRANTING SECURITY INTERESTS AND
29 In re:) PRIORITY AND (ii) SCHEDULING FINAL
30 ATLAS CARE ENTERPRISES, INC., a) HEARING
31 California corporation,)
32 _____)
33) Date: March 27, 2007
34 In re:) Time: 1:30 p.m.
35 EMBER CARE CORPORATION, a) Place: Courtroom 1639
36 California corporation,) 255 E. Temple St.
37 _____) Los Angeles, CA
38)
39 Debtors.)
40)
41)
42)
43)
44)
45)

1
2 This matter came before the Court on the Debtors' Emergency Motion and Supplement to
3 Emergency Motion (collectively, the "Motion") dated March 23, 2007 for the initial Emergency
4 Motion and March 27, 2007 for the Supplement seeking the entry of an Interim Order (the "Interim
5 Order"); (a) authorizing, pursuant to 11 U.S.C. §§ 361, 362 and 364(c) and (d) on an emergency
6 basis, the Debtors' to incur post-petition secured indebtedness and granting security interests and
7 priority, and (b) requesting that a final hearing (the "Final Hearing") be scheduled, to consider entry
8 of a final order authorizing the Motion; the Preliminary Hearing having been held before the Court
9 on March 27, 2007; due and sufficient notice of the Motion under the circumstances having been
10 given; and the Court having found good and sufficient cause appearing therefore,

11 **THE DEBTORS AND LENDER STIPULATE THAT:**

12 A. The Debtors have an immediate need to incur the Secured Financing (as defined
13 below) set forth in this Order in order to, inter alia, pay wages and generally conduct their business
14 affairs so as to avoid immediate and irreparable harm to their estates and the value of their assets,
15 and to afford the Debtors adequate time to negotiate and seek approval for additional cash collateral
16 use and post-petition financing.

17
18 B. Given the Debtors' current financial condition, financing arrangements and capital
19 structure, the Debtors cannot obtain sufficient unsecured credit allowable under 11 U.S.C.
20 § 503(b)(1) as an administrative expense to enable the Debtors to pay all of their necessary operating
21 expenses. Financing on a postpetition basis is not otherwise available without the Debtors
22 (i) granting, pursuant to 11 U.S.C. § 364(c)(1), claims having priority over any and all administrative
23 expenses of the kinds specified in 11 U.S.C. §§ 503(b) and 507(b), and (ii) securing, pursuant to 11
24 U.S.C. §§ 364(c) and (d), such indebtedness and obligations with security interests in and liens on all
25 of the Debtors' personal property, real property and the Post-Petition Collateral as described below.
26

27 C. From time to time prior to the Petition Date, Bridge Healthcare Finance, LLC and
Bridge Opportunity Finance, LLC (collectively, "Bridge" or "Lenders") loaned money to or for the

1 benefit of the Debtors, pursuant to the terms and conditions of (a) that certain Loan and Security
2 Agreement dated November 5, 2005, among Bridge as lender and Pleasant Health Care Corporation
3 and PCC Health Services, Inc. as borrowers, as amended and supplemented from time to time (the
4 "Pleasant and PCC Loan Agreement"); and (b) that certain Loan and Security Agreement dated
5 November 5, 2005, among Bridge as lender and SNF Properties, Inc., Ember Care Corporation and
6 Atlas Care Enterprises, Incorporated as borrowers, as amended and supplemented from time to time
7 (the "SNF, Ember and Atlas Loan Agreement" and collectively with the Pleasant and PCC Loan
8 Agreement, the "Loan Agreements"); and as further documented, recorded and evidenced by various
9 other agreements, instruments, financing statements, and documents entered into in connection with
10 the Loan Agreements, all as may have been amended, modified or restated from time to time
11 (collectively, the "Prepetition Loan Agreements").
12

13
14 **IT IS HEREBY ORDERED THAT:**

- 15 1. The Motion is granted on an interim basis, pursuant to the terms and conditions set
16 forth in this Interim Order.
- 17 2. Subject to the terms and conditions of this Interim Order, the Debtors are hereby
18 authorized to obtain the Secured Financing from Bridge in the aggregate amount not to exceed
19 \$1,700,000 (the "Secured Financing") pursuant to the terms and conditions of this Order and the
20 Prepetition Loan Agreements, as modified hereby. The Secured Financing shall be used to pay
21 when due only the actual and necessary expenses set forth in the Budget attached as Exhibit A to the
22 Interim Order Pursuant to 11 U.S.C. §§ 361, 363, and 364 (I) Authorizing Use of Cash Collateral,
23 (II) Granting Adequate Protection, and (III) Scheduling a Final Hearing, entered by the Court on
24 March 27, 2007 (the "Interim Cash Collateral Order").¹ The Secured Financing shall be used to pay
25 the expenses set forth in the Budget only after the application of all available Cash Collateral.
- 26 3. As security for the Secured Financing, the Lenders shall have and are hereby granted
27 (effective upon the date of this Order and without the necessity of the recordation of mortgages,

¹ Capitalized terms not otherwise defined herein shall have the definitions set forth in the Interim Cash Collateral Order.

1 security agreements, pledge agreements, financing statements or otherwise), valid and perfected
2 security interests in, and liens on (collectively, the "Liens"), all assets of the Debtors of any nature
3 whatsoever and wherever located, tangible or intangible (except for causes of action and any
4 avoidance actions under 11 U.S.C. §§ 544, 545, 547, 548, 549, 550 or 553 and the proceeds thereof),
5 whether now or hereafter acquired, including, without limitation, accounts, inventory, instruments,
6 investment property, documents, equipment, fixtures, general intangibles, and any and all proceeds
7 of the foregoing and in which any of the Debtors have an interest and the stock of all of the Debtors'
8 subsidiaries, investment property, leases and all substitutions thereto, accessions, rents and proceeds
9 and products of the foregoing, wherever located, including insurance and other proceeds (the "Post-
10 Petition Collateral"). Bridge shall have the senior lien on all Postpetition Collateral pursuant to 11
11 U.S.C. s 364(c) and (d) to secure the Secured Financing, senior in priority to all Replacement Liens
12 or any other liens that may be granted with respect to the Postpetition Collateral.

13 4. In accordance with 11 U.S.C. § 364(c)(1), the Secured Financing shall constitute a
14 claim (the "Superpriority Claims") with priority in payment over any and all administrative expenses
15 of the kinds specified or ordered pursuant to any provision of the Bankruptcy Code, including,
16 without limitation, Bankruptcy Code §§ 105, 326, 328, 330, 331, 503(b), 507(a) and 507(b), and
17 shall at all times be senior to the rights of the Debtors, and any successor trustee or any creditor in
18 these Chapter 11 Cases. No cost or expense of administration under Bankruptcy Code §§ 105,
19 503(b), 507(b) or otherwise, shall be senior to, or pari passu with, the Superpriority Claims of the
20 Lenders arising out of the Secured Financing.

21 5. Until the Prepetition Loan Obligations have been repaid in full, the protections
22 afforded to the Lender under this Interim Order shall survive the entry of any order confirming a
23 plan of reorganization and the Lender's prepetition liens and Replacement Liens in and to the
24 Collateral and the 507(b) Claim shall continue in these proceedings, and the Lender's prepetition
25 liens and Replacement Liens and 507(b) Claim shall maintain their priority as provided by this
26 Interim Order until the Prepetition Loan Obligations have been repaid in full.

27 6. The Secured Financing shall be due and payable in full upon the earlier of (a) the
Expiration Date under the Interim Cash Collateral Order, (b) the occurrence of any Event of Default

1 of this Interim Order or under the Interim Cash Collateral Order, or (c) the date scheduled for any
2 subsequent hearing pursuant to paragraph 8 of this Interim Order (the "Maturity Date"). In no event
3 shall the Debtors be authorized to use the Secured Financing except strictly in compliance with the
4 terms and conditions of this Interim Order and the Interim Cash Collateral Order. After the Secured
5 Financing becomes due and payable, the Lender may immediately apply any Cash Proceeds against
6 this outstanding indebtedness, but shall take no further action against the Debtors or their assets as a
7 result therefrom except in accordance with a prior order of the Bankruptcy Court after notice and a
8 hearing .

9 7. Any default of the terms and conditions of this Interim Order or under the Interim
10 Cash Collateral Order shall constitute an "Event of Default" hereunder.

11 8. A final hearing on the Debtors' authorization to incur the Secured Financing shall be
12 heard before this Court on April ____, 2007 at ____:00 a.m. at the United States Bankruptcy Court
13 located at 255 E. Temple St., Los Angeles, California. Any party-in-interest objecting to the relief
14 sought in the final order shall be made in writing and filed with the Court (with a courtesy copy to
15 chambers) and served (so as to be received) no later than ____, 2007 at 4:00 p.m. pacific daylight
16 time, on: (i) Levene, Neale, Bender, Rankin & Brill, L.L.P. (ATTN: Ron Bender and Monica Y.
17 Kim), bankruptcy counsel to the Debtors; (ii) Vedder, Price, Kaufman & Kammholz, P.C., 222
18 North LaSalle Street, Suite 2600, Chicago, Illinois 60601 (ATTN: Eric S. Prezant) and Frandzel
19 Robins Bloom & Csato, L.C., 6500 Wilshire Boulevard, Seventeenth Floor, Los Angeles, California
20 90048-4920 (ATTN: Michael Gerard Fletcher and Marshall J. August), counsel to the Lender; and
21 (iii) the United States Trustee.

22 **IT IS SO ORDERED THIS ____ DAY OF MARCH , 2007.**

23
24 ELLEN CARROLL
25 UNITED STATES BANKRUPTCY JUDGE

26 Approved as to form and content by:

27 LEVENE, NEALE, BENDER, RANKIN & BRILL L.L.P.

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By: Ron Bender
Attorneys for the Debtors

and
FRANDZEL ROBINS BLOOM & CSATO, L.C.

By: Michael Gerard Fletcher

VEDDER PRICE KAUFMAN & KAMMHOLZ, P.C.

By: Eric S. Prezant
Attorneys for the Lenders

CONSENT

The Parties hereto consent and agree to the foregoing:

PLEASANT CARE CORPORATION.,
PCC HEALTH SERVICES, INC.,
EMBER CARE CORPORATION,
SNF PROPERTIES, INC.,
ARBOR CARE ENTERPRISES, Incorporated
As Debtors

BRIDGE HEALTHCARE FINANCE, LLC, and
BRIDGE OPPORTUNITY FINANCE, LLC as
Lender

By: _____
Emmanuel I. Bernabe
President

By: _____
Shawn Andrews
Managing Director

Emmanuel I. Bernabe, Guarantor

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PROOF OF SERVICE
STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am an employee in the County of Los Angeles, State of California. I am over the age of 18 and am not a party to the within action; my business address is: 10250 Constellation Boulevard, Suite 1700, Los Angeles, California 90067.

On March 27, 2007, I served the foregoing document(s) described as:

**FIRST SUPPLEMENT TO DEBTORS' EMERGENCY MOTION FOR ORDER
AUTHORIZING DEBTORS TO INCUR POST-PETITION SECURED
INDEBTEDNESS AND GRANTING SECURITY INTERESTS AND PRIORITY AND
PROVIDING ADEQUATE PROTECTION ALL PURSUANT TO SECTIONS 361, 362
AND 364 OF THE BANKRUPTCY CODE**

on the interested parties in this action by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid in the United States mail at Los Angeles, California, addressed as follows:

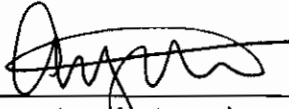
See Attached Service List:

(By E-Mail) I caused said document to be electronically served at the party so stated on the attached service list. Executed on March 27, 2007 at Los Angeles, California.

(By Federal Express/Overnight Mail) I caused such envelope to be delivered by Federal Express (or Express Mail), next business day delivery to the offices of the addressees so designated on the attached lists. Executed on _____, at Los Angeles, California.

(By Facsimile) I caused said document to be sent via facsimile to the offices of the addressee so designated on the attached list. Executed on March 27, 2007, at Los Angeles, California.

(Federal) I declare under penalty of perjury pursuant to the laws of the United States of America that the foregoing is true and correct.



Angela Antonio

In re Pleasant Care Corporation
In re Ember Care Corporation
In re PCC Health Services, Inc.
In re SNF Properties Incorporated
In re Atlas Care Enterprises, Inc.
Consolidated 20 Largest

SERVED VIA FACSIMILE
(SEE ATTACHMENT)

U.S. Trustee
Ernst & Young Plaza
725 S. Figueroa Street, 26th Floor
Los Angeles, CA 90017

AMERICAN INTERNATIONAL GR
Box 35657-4 Metrotech Ctr 7/F
Brooklyn, NY 11245

ANCILLARY PROVIDER SERVICE
16666 E. Johnson Drive
City of Industry, CA 91745

BOTICA DEL SOL
2331 Cesar Chavez Ave.
LA, CA 90033

CA DEPARTMENT OF HEALTH SERVICES
1501 Capital Ave.Ste.71
Sacramento, CA 95899

COMPREHENSIVE THERAPY
1261 Oakhaven Lane,
Arcadia, CA 91006

DAIRY KING
815 Thompson Ave.
Glendale, CA 91201

DEPARTMENT OF HEALTH SERVICES
P.O. Box 997413
Sacramento, CA 95899

DYNAMIC MED SYS INC.
2811 E. Ana St.
Ranch Dominguez, CA 90221

GORDON & REES,LLC
275 Battery St. 20th FL
San Francisco, CA 94111

HEALTHCARE SERVICES GROUP
3220 Tillman Drive, Suite, 300
Bensalem, PA 19020

INDEPENDENT HEALTHCARE SERVICE
1280 Research Drive, Suite A
Redlands, CA 92374

KAISER PERMANENTE
P.O. Box 23219
San Diego, CA 92193

KINDRED PHARMACY SERVICES
88 East Broad St. Ste 900
Columbus, OH 43215

LIPPA INSURANCE SERVICES
30100 Town Center, Suite 212
Laguna Beach, CA 92677

NCS/NEIGHBORCARE/OMNICARE
100 East River Center Blvd
Covington, KY 41011

SCHRADER'S MED. SUPP., INC.
2701 Kimball Avenue
Pomona, CA 91767

SEIU UNITED HEALTHCARE WORKERS-
WEST
P.O. Box 45218
San Francisco, CA 94145

SOUTH PACIFIC REHAB
16260 Ventura Blvd, Ste 600
Encino, CA 91436

SYSCO
12180 Kirkham Road
Poway, CA 92064

TWIN MED
11333 Greenstone Avenue
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TELECOPY COVER LETTER

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Date: March 27, 2007

Name	Fax Numbers	Telephone Numbers
Russell Clementson Alvin Mar Sam Lor Office of the U.S. Trustee	213/894-2603	213/894-6811
Bridge Opportunity Finance, LLC. Bridge Healthcare Finance, LLC c/o Michael Fletcher at Frandzel et al	323/651-2577	323/852-1000
Eric S. Prezant at Vedder Price	312 609-5005	312 609-7500
NCS/NEIGHBORCARE/OMNICARE	562/404-8872	859-392-3343
CA DEPARTMENT OF HEALTH SERVICES	916/552-9504	916-552-9600
TWIN MED	323/277-0614	323-582-9900
HEALTHCARE SERVICES GROUP	215/639-2152	800-523-2248
SOUTH PACIFIC REHAB	818/986-2375	818-986-1977
COMPREHENSIVE THERAPY	818/775-1452	818-775-1444
GORDON & REES,LLC	415/986-8054	415-986-5900
DYNAMIC MED SYS INC.	310/928-0424	800-225-9080
DAIRY KING, attn: Joey Goldstein Patricia Goldstein (818) 243-6455	818/243-2455	310-990-9598
BOTICA DEL SOL	323/263-4945 888/949-4342	800/789-8111
KINDRED PHARMACY SERVICES Attn: Mark Blubaugh	614/223-9330	614-223-9382
AMERICAN INTERNATIONAL GR	213/689-1845	877-204-1124
SYSCO	858/513-7254	858-513-7200
LIPPA INSURANCE SERVICES	949/376-6433	949-376-4472
DEPARTMENT OF HEALTH SERVICES	916/341-6840	916-552-8700
SCHRADER'S MED. SUPP., INC.	909/447-7030	909-447-7040
KAISER PERMANENTE	510/267-2128	510/271-4659
INDEPENDENT HEALTHCARE SERVICES	562/404-8872	909-799-6444
SEIU UNITED HEALTHCARE WORKERS-WEST	202/842-0046	510-587-4545
ANCILLARY PROVIDER SERVICE	626/820-7444	323-707-5239
Leslie Cohen – Liner Yankelevitz	310 500-3501	310 500-3500
Andrew Troop, Deryck Palmer, Angela Somers at Cadwalader, Wickersham & Taft,	(212) 504-6666	(212) 504-6000

Re: In re Pleasant Care Corporation – Case No. LA 07-12312-EC
In re Ember Care Corporation – Case No. LA 07-12316-EC
In re PCC Health Services, Inc. – Case No. LA 07-12319-EC
In re SNF Properties Incorporated – Case No. LA 07-12322-EC
In re Atlas Care Enterprises, Inc. – Case No. LA 07-12326-EC

Message: Please see the attached:

1. DECLARATION OF MICHAEL JANDA IN SUPPORT OF FIRST SUPPLEMENT TO DEBTORS' EMERGENCY MOTION FOR ORDER AUTHORIZING DEBTORS TO INCUR POST-PETITION SECURED INDEBTEDNESS AND GRANTING SECURITY INTERESTS AND PRIORITY AND PROVIDING ADEQUATE PROTECTION ALL PURSUANT TO SECTIONS 361, 362 AND 364 OF THE BANKRUPTCY CODE; and

2. FIRST SUPPLEMENT TO DEBTORS' EMERGENCY MOTION FOR ORDER AUTHORIZING DEBTORS TO INCUR POST-PETITION SECURED INDEBTEDNESS AND GRANTING SECURITY INTERESTS AND PRIORITY AND PROVIDING ADEQUATE PROTECTION ALL PURSUANT TO SECTIONS 361, 362 AND 364 OF THE BANKRUPTCY CODE

FROM: Ron Bender NUMBER OF PAGES 20
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Client/Matter #: 4001

Attorney: RB

EMAIL SERVICE LIST

Re: In re Pleasant Care Corporation
In re Ember Care Corporation
In re PCC Health Services, Inc.
In re SNF Properties Incorporated
In re Atlas Care Enterprises, Inc.

Date: March 27, 2007

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