UNITED STATES BANKRUPTCY COURT MIDDLE DISTRICT OF TENNESSEE			503(b)(9)	
(NASHVILLE DIVISION)			ADMINISTRATIVE EXPENSE CLAIM	
In re; Chapter 11			ADMINISTRATIVE	
Clarksdale Regional Med. C	tr.	Case No. 18-05678	BAR DATE: January 21, 2019	
NOTE: This form should be used only b	v claimants a		•	
expense claim arising under 11 U.S.C. §				
for any other types of claim.	7			
Name of creditor: (The person or other entity to whom	Name of d			
the debtor owed money or property.)	1	owing money or property)		
into decide of the money of property.)		Health, Inc.		
Cardinal Health 200, LLC	Inc.	Regional Medical Center,		
	☐ Batesv Center			
	☐ Amory	Regional Physicians, LLC		
	1	ille Regional Physicians,	·	
	Clarksdale Regional Physicians,			
Name and addresses where notices		box if you are aware that	-	
should be sent:	anyone else has filed a proof of			
Debra A. Willet,	claim	relating to your claim.		
Vice President, Assoc.		copy of statement giving		
General Counsel	particu			
		box if you have never d any notices from the		
7000 Cardinal Place	bankruptcy court in this case.			
Dublin, OH 43017	trom the address on the envelope t		THIS SPACE IS FOR COURT USE ONLY	
	00 10	jou of 1110 oouth		
Telephone number: 614,757,3428				
Email: Debra, Willet@ Cardinalheal				
Last four digits of account or other numb creditor identifies debtor:	er by which	Check this box if filed claim.	this claim amends a previously	
		Claim number (if know Filed on: 1/18/2019.	n); <u>38</u> ,	
1. Basis for claim:		2. Date debt was incur	red:	
☑ Goods sold		\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \		
☐ Services performed		VARIOUS		
Other (describe briefly)				
3. Date goods were received by debtor: VARIOUS				
4. Total amount of claim as of the date	the debt was	incurred: \$6,062,26		

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Type(s) of goods received by debtor within twenty (20) days before the August 24, 2018 petition date: Medical and Surgical Supplies Shipment date of goods: Various Place of delivery of goods: Clarksdale Regional Medical Center Method of delivery of goods: Ground delivery Name of earrier of goods: \$\frac{1}{3}\text{, of \$2.26}\$\$\$ Whether the value of goods listed in this claim relates to services and goods: \$\frac{3}{3}\text{, of \$2.26}\$\$\$\$ Whether claimant has filed any other claim against debtor relating to goods underlying this claim: General unsecured claim is being filed simultaneously herewith. Attach supporting materials required by field \(\) and instructions below: 6. Credits, setoffs, and counterclaims: All payments made on this claim by the debtor have been credited and deducted from the amount claimed hereon. Method the amount claimed hereon. Method is provided in the supporting materials reguired by field \(\) and instructions below: 6. Credits, setoffs, and counterclaims: All payments made on this claim by the debtor have been credited and deducted from the amount claimed hereon. Method for the supporting documents and or self of certain credits Supporting documents: Attach redacted copies of supporting documents, such as promissory notes, purchaser orders, invoices, itemized statements of running accounts, or contracts. All proofs of claim for 503(b/9) claims must be accompanied by copies of: (i) the particular invoices, receipts, bills of lading, and similar unsterlais identifying the goods underlying the claim; (ii) any demand to reclaim the goods business. Do not send original documents: Attached documents may be destroyed after seaming. If the documents are not available, explain. If the documents are voluminous, attach a summary. 9. Date-stamped copy: To receive an acknowledgement of the filing of your claim, submit a copy of your proof of claim in a self-addressed, stamped return envelope along with your original claim. 10. Signature: 11. In the creditor: 12. I	Attach itemized statement of all interest or additional charges. 5. Brief description of claim (attach any additional information):	O . D' L
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Potential recoupment and/or setoff of certain credits copy of assignment. 8. Supporting documents: Attach redacted copies of supporting documents, such as promissory notes, purchaser orders, invoices, itemized statements of running accounts, or contracts. All proofs of claim for 503(b)(9) claims must be accompanied by copies of: (i) the particular invoices, receipts, bills of lading, and similar materials identifying the goods underlying the claim; (ii) any demand to reclaim the goods under 11 U.S.C. § 546(c); and (iii) documents demonstrating the date the goods were actually received by the debtor. Any claimant asserting a 503(b)(9) claim must certify that the goods were sold in the ordinary course of the debtor's business. Do not send original documents. Attached documents may be destroyed after scanning. If the documents are not available, explain. If the documents are voluminous, attach a summary. 9. Date-stamped copy: To receive an acknowledgement of the filling of your claim, submit a copy of your proof of claim in a self-addressed, stamped return envelope along with your original claim. 10. Signature: Check the appropriate box. I am the creditor. I am the creditor's authorized agent. I am the creditor's authorized agent. I am the trustee, or the debtor, or their authorized agent (see Bankruptcy Rule 3004). I am a guarantor, surety, indorser, or other codebtor (see Bankruptcy Rule 3005).		
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☐ I am a guarantor, surety, indorser, or other codebtor (see Bankruptcy Rule 3005).		ptcy Rule 3004).
declare under penalty of perjury that the information provided in this claim is true and correct to the best of my		
	declare under penalty of perjury that the information provided in this c	laim is true and correct to the best of my

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Print name: Brad R thister Title: Credit Advisor Company: Cardinal Health	Bud K bluf	5/9/2019
Address and telephone number (if different from notice address above):	(Signature) (Date)	, , , , , , , , , , , , , , , , , , ,
Telephone number; Email:		

Penalty for presenting a fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both, 18 U.S.C. §§ 152 and 3571.

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, exceptions to these general rules may apply.

Definitions.

503(b)(9) Claim.

A 503(b)(9) claim is a claim entitled to treatment in accordance with 11 U.S.C. § 503(b)(9). Specifically, 503(b)(9) claims are those claims for the "value of any goods received by the debtor, within 20 days before the date of commencement of a case under this title in which the goods have been sold to the debtor in the ordinary course of such debtor's business."

503(b)(9) Bar Date.

By order of the United States Bankruptey Court for the Middle District of Tennessee (Nashville Division), all claimants asserting 503(b)(9) claims must be filed electronically using the Court's CM/ECF by <u>January 21, 2019</u>.

Claim

A claim is the creditor's right to receive payment for a debt owed by the debtor as defined in 11 U.S.C. § 101(5).

Creditor.

A creditor is a person, corporation, or other entity to whom the debtor owes a debt.

Debtor

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

Proof of Claim.

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor. The creditor must file the form with the claims agent retained in this case as provided below.

Reducted.

A document has been redacted when the person filing it has masked, edited out, or otherwise deleted certain information. A creditor must show only the last four digits of any social-security, individual's tax-identification, or financial-account number, only the initials of a minor's name, and only the year of any person's date of birth. If the claim is based on the delivery of healthcare goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential healthcare information.

General instructions and filing instructions,

- 1. Please read this proof of claim form carefully and fill it in completely and accurately.
- 2. Print legibly. Your claim may be disallowed if it cannot be read or understood.
- 3. The proof of claim form must be completed in English. The amount of the claim must be denominated in United States currency.
- 4. Attach additional pages if more space is required to complete the proof of claim.

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- 5. This form should only be used by claimants asserting administrative expense claims arising under 11 U.S.C. § 503(b)(9). All other administrative expense claims must be asserted on a separate form.
- 6. All proofs of claim for 503(b)(9) claims must set forth with specificity: (i) the amount of the claim; (ii) the type(s) of goods claimant asserts were received by the debtor within twenty (20) days before the August 24, 2018 petition date; (iii) the shipment date of the goods; (iv) the date on which the claimant asserts the relevant debtor received the goods; (v) the place of delivery of the goods; (vi) the method of delivery of the goods; (vii) the name of the carrier of the goods; (viii) the alleged value of the goods; (ix) whether the value of the goods listed in the proof of claim represents a combination of services and goods; (x) the percentage of value related to goods; and (xi) whether the claimant has filed any other claim against the debtor regard the goods underlying this claim.

In addition, all proofs of claim for 503(b)(9) claims must be accompanied by copies of (x) the particular invoices, receipts, bills of lading, and similar materials identifying the goods underlying the claim; (y) any demand to reclaim the goods under 11 U.S.C. § 546(c); and (z) documents demonstrating the date the goods were actually received by the debtor.

Any claimant asserting a 503(b)(9) claim must certify that the goods were sold in the ordinary course of the debtor's business.

7. To be deemed properly filed, this proof of claim must contain an original signature and must be filed electronically using the Court's CM/ECF by <u>January 21, 2019</u>. If the claimant has five (5) or fewer proofs of claim, the claimant may mail this proof of claim form, so as to be actually received on or before <u>January 21, 2019</u>, to the following address:

Office of the Clerk of the United States Bankruptcy Court for the Middle District of Tennessee (Nashville Division) Customs House Room 170 701 Broadway Nashville, TN 37203

Items to be completed in proof of claim form.

Creditor's name and address:

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

Debtor's name:

Check the box next to the debtor from whom the debt is owed.

Account or other number by which creditor identifies debtor:

State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor.

I. Basis for claim:

State the type of debt or how it was incurred. Examples include goods sold and services performed. If the claim is based on delivering healthcare goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential healthcare information. You may be required to provide additional disclosure if an interested party objects to the claim.

2. Date (lebt was incurred:

State the date or dates on which the debt was incurred.

3. Date goods received by debtor:

State the date or dates on which the goods underlying the claim were received by the debtor.

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4. Total amount of claim as of the date the debt was incurred:

State the total amount owed to the creditor on the date or dates on which the debt was incurred. Check the box if interest or other charges are included in the claim.

5. Brief description of claim (attach any additional information):

Briefly describe the nature of the claim and attach any additional relevant information. Claimants must provide all requested information, including (i) the amount of the claim; (ii) the type(s) of goods claimant asserts were received by the debtor within twenty (20) days before the August 24, 2018 petition date; (iii) the shipment date of the goods; (iv) the date on which the claimant asserts the relevant debtor received the goods; (v) the place of delivery of the goods; (vi) the method of delivery of the goods; (vii) the name of the carrier of the goods; (viii) the alleged value of the goods; (ix) whether the value of the goods listed in the proof of claim represents a combination of services and goods; (x) the percentage of value related to services and the percentage of value related to goods; and (xi) whether the claimant has filed any other claim against the debtor regard the goods underlying this claim.

6. Credits, setoffs, and counterclaims:

An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt. If claim is subject to setoff or counterclaim, check box and provide an explanation.

7. Assignment:

Check box and include copy of assignment if claimant obtained claim by way of assignment.

8. Supporting documents:

Attach reducted copies of any documents that show the debt exists. You may also attach a summary in addition to the documents themselves. FRBP 3001(c) and (d). If claim is based on delivering healthcare goods or services, limit disclosing confidential healthcare information. Do not send original documents, as attachments may be destroyed after scanning. If the documents are not available, provide explanation. If the documents are voluminous, attach a summary.

Claimants must provide all requested supporting documentation, including: copies of (x) the particular invoices, receipts, bills of lading, and similar materials identifying the goods underlying the claim; (y) any demand to reclaim the goods under 11 U.S.C. § 546(c); and (z) documents demonstrating the date the goods were actually received by the debtor.

Claimants must certify that the goods were sold in the ordinary course of the debtor's business.

9. Date and signature:

The individual completing this proof of claim must sign and date it. FRBP 9011. If you sign this form, you declare under penalty of perjury that the information provided is true and correct to the best of your knowledge, information, and reasonable belief. Your signature is also a certification that the claim meets the requirements of FRBP 9011(b). If your name is on the signature line, you are responsible for the declaration. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for the purposes of receiving notices. If the claim is filed by an authorized agent, provide both the name of the individual filing the claim and the name of the agent. If the authorized agent is a servicer, identify the corporate servicer as the company. Criminal penalties apply for making a false statement on a proof of claim.

CLARKSDALE REGIONAL MEDICAL CENTER

Chapter 11

Chapter 11

Rider to Amended Proof of 503(b)(9) Administrative Claim of Cardinal Health 200, LLC

This amendment is being submitted to supplement and further clarify the amount and the

basis of the 503(b)(9) administrative claim of Cardinal Health 200, LLC ("CH 200"), and its

affiliates, against Clarksdale Regional Medical Center ("Clarksdale Regional" or the "Debtor"), in

the amount of \$6,062.26, arises out of the following circumstances.

Cardinal Health, Inc. ("Cardinal Health") is an approximately \$130 billion global company

that specializes in medical and pharmaceutical distribution, technologies and supply services to

various health organizations including, but not limited to, hospitals, pharmacies, nursing homes,

imaging centers and clinics. Cardinal Health employs more than 30,000 people in over ten

countries, and has numerous facilities worldwide. CH 200, a subsidiary of Cardinal Health,

provides certain medical and surgical supplies and distribution services to various entities,

including, but not limited to, hospitals, clinics, and nursing homes. Clarksdale Regional executed

the Credit Application, previously attached to the original Proof of Claim as Exhibit A, in

connection with its request that CH 200 provide certain medical and surgical supplies to it.

As of the Petition Date, Clarksdale Regional owed CH 200 \$6,062.26 for unpaid medical

and surgical supplies shipped to Clarksdale Regional in the twenty days prior to its bankruptcy

filing (the "CH 200 Clarksdale 503(b)(9) Claim"). All goods were sold to the Debtor in the

ordinary course of the Debtor's business. A summary chart reflecting the invoices comprising the

total pre-petition claim of CH 200, including the invoices comprising the CH 200 Clarksdale Pre-

Petition Claim, was attached to the original Proof of Claim as Exhibit B. Proofs of delivery for

the 503(b)(9) period, to the extent available, are attached here as **Exhibit C**.

Simultaneously herewith, CH 200 is filing a general unsecured claim in the total amount of \$11,021.50 for unpaid supplies provided to the Debtor pre-petition (the "CH 200 Clarksdale Pre-Petition Claim"). This amount is further subject to the recoupment or setoff of credits in the amount of \$450.93, which would result in a net total unsecured claim of CH 200 of \$10,570.12.

CH 200 is not seeking a double-recovery; to the extent that the CH 200 Clarksdale 503(b)(9) Claim is paid, the CH 200 Clarksdale Pre-Petition Claim should be reduced accordingly. Thus, if the CH 200 Clarksdale 503(b)(9) Claim is paid in full, the CH 200 Clarksdale Pre-Petition Claim will be reduced to \$4,958.79, less any credits which CH 200 may recoup or be permitted to set off. However, to the extent that the CH 200 Clarksdale 503(b)(9) Claim is not paid in full as an administrative expense, CH 200 reserves the right to seek payment of the entire CH 200 Clarksdale Pre-Petition Claim.

CH 200, and its affiliates, reserve their rights to amend and supplement this Proof of Claim and/or to file additional proofs of claim for additional claims or administrative claims, as they may deem appropriate. The filing of this Proof of Claim by CH 200 is not intended as, and shall not be construed as CH 200's consent to the determination of the Debtor's liability to CH 200 by any particular court, including, without limitation, the Bankruptcy Court.

EXHIBIT C



January 17,2019

Dear Customer:

The following is the proof-of-delivery for tracking number 431337929959.

Delivery Information:

Status:

Delivered

Delivery location:

Clarksdale, MS

Signed for by:

KTAYLOR FedEx Ground Delivery date:

Aug 15, 2018 13:07

Service type: Special Handling:

Signature image is available. In order to view image and detailed information, the shipper or payor account number of the shipment must be provided.

Shipping Information:

Tracking number:

431337929959

Ship date:

Aug 13, 2018

Weight:

11.8 lbs/5.4 kg

Recipient:

CLARKSDALE, MS US

Shipper:

GRAND PRAIRIE, TX US

Reference

Purchase order number:

Shipment Id

8094387966

749-6785130

431337929959

Thank you for choosing FedEx.



January 17,2019

Dear Customer:

The following is the proof-of-delivery for tracking number 431337931205.

Delivery Information:

Status:

Delivered

Delivery location:

Clarksdale, MS

Signed for by:

KTAYLOR

Delivery date:

Aug 15, 2018 13:07

Service type:

FedEx Ground

Special Handling:

Signature image is available. In order to view image and detailed information, the shipper or payor account number of the shipment must be provided.

Shipping Information:

Tracking number:

431337931205

Ship date:

Aug 13, 2018

Weight:

2.2 lbs/1.0 kg

Recipient:

CLARKSDALE, MS US

Shipper:

GRAND PRAIRIE, TX US

Reference

Purchase order number:

Shipment Id

8094387966

749-6785130

431337931205

Thank you for choosing FedEx.

MIDDLE DISTRICT OF TENNESSEE Claims Register

3:18-bk-05678 Clarksdale Regional Medical Center Inc.

Judge: Charles M Walker Chapter: 11

Office: Nashville Last Date to file claims: Trustee: Last Date to file (Govt):

Creditor: (6729412) Claim No: 38 Status: CARDINAL HEALTH 200 LLC Original Filed Filed by: CR

7000 CARDINAL PLACE Date: 01/18/2019 Entered by: DANIEL HAYS DUBLIN, OH 43017 Original Entered PURYEAR

Original Entered PURYEAR
Date: 01/18/2019 Modified:

Last Amendment Filed: 05/09/2019 Last Amendment Entered: 05/09/2019

Amount claimed: \$6062.26 Secured claimed: \$0.00 Priority claimed: \$10444.42

History:

Details 38-1 01/18/2019 Claim #38 filed by CARDINAL HEALTH 200 LLC, Amount claimed: \$10444.42

(PURYEAR, DANIEL)

Details 38-2 05/09/2019 Amended Claim #38 filed by CARDINAL HEALTH 200 LLC, Amount claimed:

\$6062.26 (PURYEAR, DANIEL)

Description: (38-1) 503(b)(9) Claim

Remarks:

Claims Register Summary

Case Name: Clarksdale Regional Medical Center Inc.

Case Number: 3:18-bk-05678

Chapter: 11

Date Filed: 08/24/2018 **Total Number Of Claims:** 1

Total Amount Claimed*	\$6062.26
Total Amount Allowed*	

^{*}Includes general unsecured claims

The values are reflective of the data entered. Always refer to claim documents for actual amounts.

	Claimed	Allowed
Secured	\$0.00	
Priority	\$10444.42	
Administrative		

UNITED STATES BANKRUPTCY COURT MIDDLE DISTRICT OF TENNESSEE (NASHVILLE DIVISION)			503(b)(9) ADMINISTRATIVE EXPENSE CLAIM		
In re: Chapter 11			ADMINISTRATIVE		
Clarksdale Regional Med. C	tr.	Case No. 18-05678	BAR DATE: January 21, 2019		
NOTE: This form should be used only b	y claimants :	asserting an administrative			
expense claim arising under 11 U.S.C. §	503(b)(9). Т	This form should not be used			
for any other types of claim.		•			
Name of creditor: (The person or other entity to whom	Name of d	eptor: owing money or property)			
the debtor owed money or property.)	1 ' '	Health, Inc.			
and decici evica money or property.	1	<u>-</u>			
Cardinal Health 200, LLC	Inc.	y Regional Medical Center,			
	☐ Bates Cente	~			
	X Clarks Cente				
	☐ Amor	y Regional Physicians, LLC			
	☐ Bates	ville Regional Physicians,			
	☐ Clarks	sdale Regional Physicians,			
Name and addresses where notices		box if you are aware that	1		
should be sent:	anyone else has filed a proof of				
Debra A. Willet,		relating to your claim.			
· ·		copy of statement giving			
Vice President, Assoc.	partic				
General Counsel		box if you have never ed any notices from the			
7000 Cardinal Place	bankrı				
Dublin, OH 43017	Charle have if your address differs				
		the address on the envelope	THIS SPACE IS FOR COURT USE ONLY		
•	sent to you by the court.				
Telephone number: 614,757.3428					
Email: Debra.Willet@ Cardinalheal	Email: Debra.Willet@ Cardinalhealth.com				
Last four digits of account or other numb		☐ Check this box if	this claim amends a previously		
creditor identifies debtor:		filed claim.	,		
		Claim number (if knov Filed on:			
1. Basis for claim:		2. Date debt was incu	red:		
☑ Goods sold		VADIOUS			
☐ Services performed		VARIOUS			
☐ Other (describe briefly)					
3. Date goods were received by debtor: VARIOUS					
4. Total amount of claim as of the date	the debt wa	as incurred: <u>10,444.42</u>	·········		

	· · · · · · · · · · · · · · · · · · ·
Check this box if the request includes interest or other charges in addition to Attach itemized statement of all interest or additional charges.	to the principal amount of the request.
5. Brief description of claim (attach any additional information): See	Rider attached.
Type(s) of goods received by debtor within twenty (20) days before the August	24, 2018 petition date:
Medical and Surgical Supplies Shipment date of goods:	
Various Place of delivery of goods:	
Clarksdale Regional Medical Center Method of delivery of goods:	
To be provided. Name of carrier of goods:	
To be provided.	
Value of goods:	
10,444.42 Whether the value of goods listed in this claim relates to services and goods: N	lo.
The percentage of value related to services and the percentage of value related t	o goods: 100% goods.
Whether claimant has filed any other claim against debtor relating to goods und	
General unsecured claim is being filed simultaneoulsy he Attach supporting materials required by field 8 and instructions below.	erewith.
6. Credits, setoffs, and counterclaims:	7. Assignment:
All payments made on this claim by the debtor have been credited and deducted from the amount claimed hereon.	☐ Check this box if claimant has obtained this claim by
☐ This claim is subject to setoff or counterclaim as follows:	assignment and attached a
	copy of assignment.
8. Supporting documents: Attach redacted copies of supporting documents, s	uch as promissory notes, purchaser
orders, invoices, itemized statements of running accounts, or contracts.	
All proofs of claim for 503(b)(9) claims must be accompanied by copies of: (i)	
of lading, and similar materials identifying the goods underlying the claim; (ii)	
under 11 U.S.C. § 546(c); and (iii) documents demonstrating the date the goods debtor.	were actually received by the
<u> </u>	
Any claimant asserting a 503(b)(9) claim must certify that the goods were sold business.	in the ordinary course of the debtor's
Do not send original documents. Attached documents may be destroyed after so	anning. If the documents are not
available, explain. If the documents are voluminous, attach a summary.	
9. Date-stamped copy: To receive an acknowledgement of the filing of your cl	
claim in a self-addressed, stamped return envelope along with your original clai	m.
10. Signature:	
Check the appropriate box. Magnetic I am the creditor.	
☐ I am the creditor's authorized agent.	
☐ I am the trustee, or the debtor, or their authorized agent (see Bankruptcy Ru	ile 3004).
☐ I am a guarantor, surety, indorser, or other codebtor (see Bankruptcy Rule 3	
	ĺ
I declare under penalty of perjury that the information provided in this claim is the knowledge, information, and reasonable belief.	rue and correct to the best of my

4

Print name:Brad Phister Title: Advisor, Credit Company: Cardinal Health			Buds	Af	01/18/19
Address and telephone number	(if diff	ferent from notice	(Signature)	(Date)	
address above):					
614.553.3315					
	mail:	brad.phister@	ncardinalhea	ilth.com	

Penalty for presenting a fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, exceptions to these general rules may apply.

Definitions.

503(b)(9) Claim.

A 503(b)(9) claim is a claim entitled to treatment in accordance with 11 U.S.C. § 503(b)(9). Specifically, 503(b)(9) claims are those claims for the "value of any goods received by the debtor, within 20 days before the date of commencement of a case under this title in which the goods have been sold to the debtor in the ordinary course of such debtor's business."

503(b)(9) Bar Date.

By order of the United States Bankruptcy Court for the Middle District of Tennessee (Nashville Division), all claimants asserting 503(b)(9) claims must be filed electronically using the Court's CM/ECF by <u>January 21, 2019</u>.

Claim.

A claim is the creditor's right to receive payment for a debt owed by the debtor as defined in 11 U.S.C. § 101(5).

Creditor.

A creditor is a person, corporation, or other entity to whom the debtor owes a debt.

Debtor

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

Proof of Claim.

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor. The creditor must file the form with the claims agent retained in this case as provided below.

Redacted.

A document has been redacted when the person filing it has masked, edited out, or otherwise deleted certain information. A creditor must show only the last four digits of any social-security, individual's tax-identification, or financial-account number, only the initials of a minor's name, and only the year of any person's date of birth. If the claim is based on the delivery of healthcare goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential healthcare information.

General instructions and filing instructions.

- 1. Please read this proof of claim form carefully and fill it in completely and accurately.
- 2. Print legibly. Your claim may be disallowed if it cannot be read or understood.
- 3. The proof of claim form must be completed in English. The amount of the claim must be denominated in United States currency.
- 4. Attach additional pages if more space is required to complete the proof of claim.

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Page 3 of 5

- 5. This form should only be used by claimants asserting administrative expense claims arising under 11 U.S.C. § 503(b)(9). All other administrative expense claims must be asserted on a separate form.
- 6. All proofs of claim for 503(b)(9) claims must set forth with specificity: (i) the amount of the claim; (ii) the type(s) of goods claimant asserts were received by the debtor within twenty (20) days before the August 24, 2018 petition date; (iii) the shipment date of the goods; (iv) the date on which the claimant asserts the relevant debtor received the goods; (v) the place of delivery of the goods; (vi) the method of delivery of the goods; (vii) the name of the carrier of the goods; (viii) the alleged value of the goods; (ix) whether the value of the goods listed in the proof of claim represents a combination of services and goods; (x) the percentage of value related to services and the percentage of value related to goods; and (xi) whether the claimant has filed any other claim against the debtor regard the goods underlying this claim.

In addition, all proofs of claim for 503(b)(9) claims must be accompanied by copies of (x) the particular invoices, receipts, bills of lading, and similar materials identifying the goods underlying the claim; (y) any demand to reclaim the goods under 11 U.S.C. § 546(c); and (z) documents demonstrating the date the goods were actually received by the debtor.

Any claimant asserting a 503(b)(9) claim must certify that the goods were sold in the ordinary course of the debtor's business.

7. To be deemed properly filed, this proof of claim must contain an original signature and must be filed electronically using the Court's CM/ECF by <u>January 21, 2019</u>. If the claimant has five (5) or fewer proofs of claim, the claimant may mail this proof of claim form, so as to be actually received on or before <u>January 21, 2019</u>, to the following address:

Office of the Clerk of the United States Bankruptcy Court for the Middle District of Tennessee (Nashville Division) Customs House Room 170 701 Broadway Nashville, TN 37203

Items to be completed in proof of claim form.

Creditor's name and address:

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

Debtor's name:

Check the box next to the debtor from whom the debt is owed.

Account or other number by which creditor identifies debtor:

State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor.

1. Basis for claim:

State the type of debt or how it was incurred. Examples include goods sold and services performed. If the claim is based on delivering healthcare goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential healthcare information. You may be required to provide additional disclosure if an interested party objects to the claim.

2. Date debt was incurred:

State the date or dates on which the debt was incurred.

3. Date goods received by debtor:

State the date or dates on which the goods underlying the claim were received by the debtor.

4. Total amount of claim as of the date the debt was incurred:

State the total amount owed to the creditor on the date or dates on which the debt was incurred. Check the box if interest or other charges are included in the claim.

5. Brief description of claim (attach any additional information):

Briefly describe the nature of the claim and attach any additional relevant information. Claimants must provide all requested information, including (i) the amount of the claim; (ii) the type(s) of goods claimant asserts were received by the debtor within twenty (20) days before the August 24, 2018 petition date; (iii) the shipment date of the goods; (iv) the date on which the claimant asserts the relevant debtor received the goods; (v) the place of delivery of the goods; (vi) the method of delivery of the goods; (vii) the name of the carrier of the goods; (viii) the alleged value of the goods; (ix) whether the value of the goods listed in the proof of claim represents a combination of services and goods; (x) the percentage of value related to services and the percentage of value related to goods; and (xi) whether the claimant has filed any other claim against the debtor regard the goods underlying this claim.

6. Credits, setoffs, and counterclaims:

An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt. If claim is subject to setoff or counterclaim, check box and provide an explanation.

7. Assignment:

Check box and include copy of assignment if claimant obtained claim by way of assignment.

8. Supporting documents:

Attach redacted copies of any documents that show the debt exists. You may also attach a summary in addition to the documents themselves. FRBP 3001(c) and (d). If claim is based on delivering healthcare goods or services, limit disclosing confidential healthcare information. Do not send original documents, as attachments may be destroyed after scanning. If the documents are not available, provide explanation. If the documents are voluminous, attach a summary.

Claimants must provide all requested supporting documentation, including: copies of (x) the particular invoices, receipts, bills of lading, and similar materials identifying the goods underlying the claim; (y) any demand to reclaim the goods under 11 U.S.C. § 546(c); and (z) documents demonstrating the date the goods were actually received by the debtor.

Claimants must certify that the goods were sold in the ordinary course of the debtor's business.

9. Date and signature:

The individual completing this proof of claim must sign and date it. FRBP 9011. If you sign this form, you declare under penalty of perjury that the information provided is true and correct to the best of your knowledge, information, and reasonable belief. Your signature is also a certification that the claim meets the requirements of FRBP 9011(b). If your name is on the signature line, you are responsible for the declaration. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for the purposes of receiving notices. If the claim is filed by an authorized agent, provide both the name of the individual filing the claim and the name of the agent. If the authorized agent is a servicer, identify the corporate servicer as the company. Criminal penalties apply for making a false statement on a proof of claim.

CLARKSDALE REGIONAL MEDICAL CENTER Case No. 18-05678

Chapter 11

Rider to 503(b)(9) Proof of Claim of Cardinal Health 200, LLC

The 503(b)(9) administrative claim of Cardinal Health 200, LLC ("CH 200"), and its affiliates, against Clarksdale Regional Medical Center ("Clarksdale Regional" or the "Debtor"), in the amount of \$10,444.42, arises out of the following circumstances.

Cardinal Health, Inc. ("Cardinal Health") is an approximately \$130 billion global company that specializes in medical and pharmaceutical distribution, technologies and supply services to various health organizations including, but not limited to, hospitals, pharmacies, nursing homes, imaging centers and clinics. Cardinal Health employs more than 30,000 people in over ten countries, and has numerous facilities worldwide. CH 200, a subsidiary of Cardinal Health, provides certain medical and surgical supplies and distribution services to various entities, including, but not limited to, hospitals, clinics, and nursing homes. Clarksdale Regional executed the Credit Application, attached as **Exhibit A**, in connection with its request that CH 200 provide certain medical and surgical supplies to it.

As of the Petition Date, Clarksdale Regional owed CH 200 \$10,444.42 for unpaid medical and surgical supplies shipped to Clarkesdale Regional in the twenty days prior to its bankruptcy filing (the "CH 200 503(b)(9) Claim"). All goods were sold to the Debtor in the ordinary course of the Debtor's business. A summary chart reflecting the invoices comprising the "CH 200 503(b)(9) Claim" is attached as **Exhibit B.** Additional documents supporting this claim, including proof of delivery, are too voluminous to attach here, but will be provided upon request.

Simultaneously herewith, CH 200 is filing a general unsecured claim in the total

amount of \$70,777.52 for unpaid supplies provided to the Debtor pre-petition (the "Total Pre-Petition Claim"). CH 200 is not seeking a double-recovery; to the extent that CH 200's 503(b)(9) administrative claim is paid, CH 200's Total Pre-Petition Claim should be reduced accordingly. Thus, if CH 200's 503(b)(9) Claim is paid in full, CH 200's total pre-petition claim will be reduced to \$60,333.10. However, to the extent that CH 200's 503(b)(9) Claim is not paid in full as an administrative expense, CH 200 reserves the right to seek payment of the Total Pre-Petition Claim.

CH 200, and its affiliates, reserve their rights to amend and supplement this Proof of Claim and/or to file additional proofs of claim for additional claims or administrative claims, as they may deem appropriate. The filing of this Proof of Claim by CH 200 is not intended as, and shall not be construed as CH 200's consent to the determination of the Debtor's liability to CH 200 by any particular court, including, without limitation, the Bankruptcy Court.



Credit Application

Updated: 06.27.17

Section I - GENERAL INFORMATION
1. Legal Entity Name: Clarksdale Regional Medical Center, Inc.
2. D/B/A (if any): NORthwest Mississippi Medical Center
3. Business Type (check one): Proprietorship Partnership (S) Corp LLC Other
4. Legal Entity Business Address: 1970 Hospital Drive Clarksdak, MS 38614
Business Phone #: 662-624-3558
Shipping Address (if different from business address):
Billing Address (If different from business address):
5. Billing Contact name: Toby Butter Contact Phone # 662-624-3410
Billing Contact e-mail address: Toby. butter @ curaeheath. org
6. Primary Business Contact: Tim Moore Prarmacy Drector 662-624-3296 tim. Moore On Name Title Phone # Email Address currecte atth. org
Section II - FINANCIAL INFORMATION
7. Federal Tax ID #: MS Do R State Tax ID #: This number must correspond with sales tax exemption certificate).
State of Incorporation HIN (Health Industry Number)
8. List any businesses affiliated with legal entity on line #1 (include addresses & account #'s):
CUPAE Herlth, INC. 1721 Midphen Rd Svise B200 Knoxuill TN 37921
Non-profit - Sole member of Clarks dale Regional Medical Center INC.
9. List name of proprietor, partners, or officers of legal entity:
Steve Clapp President N/A - Non-profit
Name / Title %owned Home Address
TIM BROWN CFO Name Title Wowned Home Address Charles Hester Facility (FO Name Title Wowned Home Address
Name Title %owned Home Address
Charles Hester Facility (FO"
Name Title '%owned Home Address

	idresses of other health on ownership interest (i.e.			ganizations listed in question
	BATESVILL	e Regional M.	edical Course	- Baresvill, MS Affiliated Company
Name of Individual	Company Nam	e of Affiliated	Company Address of A	Affiliated Company
Name of Individual	Company Nam	e of Affiliated	Company Address of A	Affiliated Company MS
				······································
Name of Individual	Company Name	e of Affiliated	Company Address of A	Affiliated Company
11. How long has bus	iness been under present	ownership: 3mHs	Year Started 20	717 # of employees 400
12. Estimated Month	ly Purchases	75,000	Estimated Initial Purchase	(if above avg.)
Terms Requested (su	bject to credit approval)	30 days		
13. Major Suppliers/E	existing Wholesalers:	·		
Sec.	Attached			
Supplier	Address	Phone #	Contact Account #	\$ High Cr. Amt. & Amt. Owed
Supplier	Address	Phone #	Contact Account #	\$ High Cr. Amt. & Amt. Owed
14. Name of Bank:		•		
See 1	Attached			
Bank	Account # A	ddress		Phone #
Bank			Address	Phone #
	ised be resold? Yes AS IS Re-Manufac		d Internationally _	Other
Will pharmaceuticals If yes, please explain	be sold to anyone other t	han a patient? Yes	_No	
Drug License Type*	Physician Wholesale	r Pharmacy 🗹 Precu	ırsor DEA <u></u> Other_	
	ly any suits, liens, or judgr Yes No		•	has applicant or its business ever
17. Type of Business of Acute	of Applicant: Primary Care	Sner	ialty Hon	ne Health
Extended	Long Term			sed Door
Internet	Mail Order	Supp	· —	ernment
Surgery Center Other	Laboratory	Distr	ibutor / Wholesaler	

Section III - AGREEMENT

- 1. As an inducement for Cardinal Health to accept orders from or otherwise extend or make available credit to Applicant, the undersigned Applicant hereby agrees to comply with the following terms of sale, should Cardinal Health elect to extend such credit. "Cardinal Health" means, collectively, whether one or more, each subsidiary and Affiliate of Cardinal Health, Inc., an Ohlo corporation, whether existing now existing or created in the future, together with the successors and assigns of any such entity.
- The Applicant acknowledges and agrees that it does not and will
 not redistribute any product distributed by Cardinal Health to the
 secondary market, including but not limited to (i) pharmaceutical
 product purchased from Cardinal Health, and (ii) Cardinal Health
 self-manufactured products.
- Until the Product is paid for in full, Cardinal Health retains, and the Applicant hereby grants a security interest to Cardinal Health in the product Cardinal Health has sold or is selling to Applicant, together with all proceeds thereof (the "Product").
- 4. All payments shall be made in full, in accordance with the payment terms, via ACH direct debit or other payment forms acceptable to Cardinal Health. Cardinal Health may assess a service charge calculated at the rate of 1.5% per month (or the maximum rate allowed by law, if such rate is less than 1.5% per month) on any amount not paid by Applicant to Cardinal Health when due under the terms of this Agreement. Failure or delay by Cardinal Health to bill Applicant for any such service charge will not waive Cardinal Health's right to receive the same. In the event of default in payments on any invoices or other agreements between Applicant and Cardinal Health, Cardinal Health shall have the right to declare all invoices immediately due and payable, and in the event of any bankruptcy or insolvency of Applicant, all invoices shall immediately become due and payable without notice or any further action on the part of Cardinal Health, which Applicant hereby waives. Applicant shall pay all out-of-pocket expenses, including attorneys' fees and costs, incurred by Cardinal Health to collect any amounts due under this Agreement or to otherwise enforce any of the terms of this
- 5. Applicant attests to Cardinal Health that it or the pharmacist(s) employed and/or affiliated with Applicant are properly licensed with applicable state licensing agencies to receive, dispense, distribute and otherwise legally dispose of the Product. Applicant understands that by attesting to this, Cardinal Health is complying with the "good faith inquiry" standard to ensure that the Product is distributed to properly licensed and/or registered pharmacy locations. Prior to purchasing the Product from Cardinal Health hereunder, Applicant must provide Cardinal Health with copies of all such licenses and any renewals, revocations or other changes to the same.
- 6. Applicant agrees that Product will be purchased under Cardinal Health's standard terms and conditions as in effect from time to time and/or the terms and conditions set forth in a vendor agreement shall hereinafter be collectively referred to as the "Terms and Conditions"). The Terms and Conditions are hereby incorporated by reference and made a part hereof. Applicant acknowledges that the Terms and Conditions may be amended or modified by Cardinal Health from time to time and agrees to be bound by such modifications and/or amendments.
- 7. Without limiting Cardinal Health's rights under law or in equity, Cardinal Health (including its affiliates, subsidiarles, parent or related entities, collectively or individually), may from time to time exercise a right of set-off against any and all amounts due Applicant. For purposes of this Section 7, Cardinal Health shall be deemed to be a single creditor.

- 8. This Agreement, and any purchase orders, and all exhibits and addenda thereto constitute the entire agreement and understanding of the parties with respect to the subject matter hereof and supersede all prior written and oral agreements, proposals, bid responses, and understandings between the parties relative to the subject matter hereof. Except as otherwise provided herein, no changes to this Agreement or any purchase order will be made or be binding upon either party unless made in writing and signed by each party; provided, however, that Cardinal Health may increase, decrease, revoke or limit the amount and terms of credit extended to Applicant. No course of prior dealings between the Applicant and Cardinal Health and no usage of trade shall be relevant or admissible to supplement, to explain, or vary any of the terms of this Agreement.
- 9. All Applicable taxes including Federal Excise Tax will be collected as part of the sale.
- 10. All information provided in this Application or otherwise submitted is true and correct and is being (or will be) furnished for the purpose of obtaining/retaining credit from Cardinal Health. Applicant shall provide Cardinal Health with financial statements and such further information as may reasonably be requested by Cardinal Health from time to time. Applicant authorizes Cardinal Health to verify this information and/or additional information by obtaining data from a credit reporting agency. Applicant acknowledges and agrees to the sharing of financial statements and other information between and among Cardinal Health's subsidiaries and affiliates. Applicant authorizes Cardinal Health to request, obtain and share information with other creditors of Applicant. Applicant shall also provide to Cardinal Health advanced written notice of proposed change in twenty-five (25%) or more of the ownership or control of Applicant's business or assets. Applicant authorizes Cardinal Health to rely on the accuracy of all information provided herein unless and until any information is changed by Applicant's written notice to Cardinal Health.
- 11. In order to secure timely and full payment and performance of all present and future obligations of Applicant to Cardinal Health (the "Obligations"), including but not limited to all promissory notes and sales on credit, Applicant hereby grants to Cardinal Health a security interest in all of following business assets of Applicant, wherever located and whether now owned or hereafter acquired; all goods, equipment, inventory, accounts, accounts receivable, healthcare receivables, chattel paper, instruments, investment property and all general intangibles, books and records, computer programs and records, and other personal property, tangible or intangible, related to any of the foregoing (including, without limitation, all prescription files, patient lists, signs, appliances, cash registers, computers, computer software, shelving, checkoutcounters, compressors, freezers, coolers, display cases, customer records, sundries, tobacco products, prescription and over-thecounter pharmaceutical products, health and beauty aids, home healthcare products and general merchandise and supplies); all accessions and additions to, substitutions for, and replacements of any of the foregoing; all proceeds or products of any of the foregoing; and all rights to payments under any insurance or warranty, guaranty, or indemnity payable with respect to any of the foregoing (collectively, the "Collateral"). All items of Collateral shall remain personal property and shall not become part of any real estate regardless of the manner of affixation. This security interest shall continue in effect until Cardinal Health is indefeasibly paid in full. Applicant hereby authorizes the Cardinal Health to file financing statements describing the Collateral, and any necessary future amendments thereto, in any and all public offices in which Cardinal

Health deems such filing to be necessary or desirable, and Applicant agrees to reimburse Cardinal Health for cost and expense of preparing and filing any such financing statements upon delivery by Cardinal Health to Applicant of an invoice therefor.

12. Applicant authorizes Cardinal Health to initiate debit and credit entries from Applicant's account indicated below and Applicant authorizes the financial institution named below (the "Institution") to debit the same such account. Authority to initiate debit entries shall remain in full force and effect until Cardinal Health and the Institution have received written notice from the Applicant of its termination of such authorization. Applicant acknowledges that it has the legal right to stop payment of a debit entry by notification to the Institution; provided, prior to such notification, Applicant

Shall provide sufficient written notice to permit Cardinal Health to take any actions it deems necessary to avoid disruption in payments from the Applicant. Applicant shall promptly notify Cardinal Health in writing of any entry to which it objects; any entry not so objected to and returned in accordance with the applicable rules relating to corporate payment entries of the National Automated Clearing House Association and its related member associations (the "Rules") shall be deemed accepted by Applicant as to amount, Applicant represents and warrants that (i) that, if Applicant is a natural person, the account is maintained primarily for commercial purposes and not for personal, family or household purposes; (ii) that the signature(s) below are all the signature(s) necessary to make this authorization effective as to entries to the account; and (III) Applicant will continue to maintain the account while this authorization is in effect. Neither Applicant nor Cardinal Health is liable for any act or omission of any automated clearing house, depository, or other person, including the Institution. Applicant will Indemnify and hold Cardinal Health harmless for any and all claims, demands, losses, liabilities or expense, including attorneys' fees and expenses, directly or indirectly resulting or arising out of the breach of these warranties and representations. If any automated debit entry is returned because of insufficient funds or no open account. Cardinal Health will assess and Applicant agrees that it shall be liable for a charge of \$25. NEITHER PARTY SHALL BE LIABLE UNDER THISSECTION 12 FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF IT IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Bank Name:	
Bank Transit ABA#:	
Bank Account #:	

13. The Authorized Signatory represents that he/she has the authority to bind Applicant to this Agreement. The Applicant acknowledges and agrees that this is an application for business credit and the transactions contemplated are not for personal, family or household purposes. Recognizing that the owner's/partner's/shareholder's/managing member's credit history may be a factor in the evaluation of Applicant's credit history, the owner(s) / partners / shareholder(s) / managing member hereby consent to the use of a consumer credit report by Cardinal Health as it may deem necessary in the credit evaluation process and for periodic review for the purpose of maintaining the credit relationship.

14. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable laws; but, if any provision of this Agreement.

15. Applicant and guarantor(s) agree that any controversy arising under or in relation to this Condit Application shall be litinated.

under or in relation to this Credit Application shall be litigated exclusively in the courts of the State of Ohio; irrevocably consent to service of process, jurisdiction, and venue in the courts of the State of Ohio; agree not to assert any defense based on lack of jurisdiction or venue in the aforesaid courts; and waive any other venue to

which they might be entitled by virtue of domicile, habitual residence, or otherwise. Nothing in this Credit Application is intended to limit any right that Cardinal Health may have to bring any suit, action, or proceeding relating to matters arising under this Credit Application in any other court of competent jurisdiction. 16. The Applicant and Cardinal Health agree that the use of electronic transmission, including but not limited to e-mail or other transmissions via the Internet or World Wide Web, in entering into and in exercising their rights and performing their obligations under this Agreement is in the best interests of all of the parties and shall be permissible, notwithstanding any requirement of the Uniform Commercial Code or any other applicable law that might otherwise be considered unsatisfied as a result of the utilization of such media. The Applicant and Cardinal Health therefore agree that the Uniform Electronic Transactions Act, as promulgated by the National Conference of Commissions on Uniform State Laws, shall be applicable to the construction of this Agreement and any transactions hereunder, whether or not such Act shall have been adopted in any jurisdiction. By way of illustration and not of limitation, the Applicant and Cardinal Health agree to the following: (a) any document (including this Agreement) transmitted by electronic transmission shall be treated in all respects as an original

(b) the signature (including an electronic signature) of any Party shall be considered for these purposes as an original signature; (c) any such electronic transmission shall be considered to have the same binding legal effect as an original document; and (d) neither Party shall raise the use of electronic transmission as a defense to this Agreement or in matters relating to any transaction pursuant to this Agreement, and each Party waives such defense. 17. If this application for business credit is denied, Applicant has the right to a written statement of the specific reasons for the denial. Cardinal Health will send Applicant a written statement of the specific reason(s) for the denial within thirty (30) days of receiving a request for a written statement. The Federal Equal Credit Opportunity Act and similar state laws prohibit creditors from discriminating against credit applicant on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, familial status, age (provided the applicant has the capacity to enter into a binding contract), handicapping condition of the applicant; because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580.

18. In the event Applicant enters into any Loan Agreement or any one or more promissory notes, security agreements, mortgages, guaranties, control agreements, or other related documents (as the same may be amended, restated, supplemented, or otherwise modified from time to time, collectively, the "Loan Documents"), and there is any inconsistency between the terms and conditions of this Application and the terms and conditions of any Loan Document, the terms and conditions of the Loan Documents shall control.

Printed Legal Entity Name of Applicant as it appears in Secthe Application					
BY:					
Authorized Signature					
ITS:					
Authorized Signatory Title	-				
Printed Name of Signatory	· · · · · · · · · · · · · · · · · · ·				
Date:					

Section IV - GUARANTY

Each undersigned principal of Applicant (as defined above) (each a "Guarantor"), by reason of his/her financial interest in Applicant and as an inducement of Cardinal Health to extend credit to Applicant, and intending to be legally bound, hereby jointly and severally, irrevocably and unconditionally guaranties to Cardinal Health, and its subsidiaries, affiliates and successors the prompt and full payment (and not merely the ultimate collection) and performance of all Obligations (as defined above) to Cardinal Health, whether now existing or hereafter arising, including any payment made to Cardinal Health that is subsequently avoided in bankruptcy or recovered from Cardinal Health for any reason. Each Guarantor hereby waives (i) notice of any and all acceptances of this guaranty, presentment for payment, demand, notice of dishonor or other nonpayment, protest, and notice of protest with respect to any and all Obligations; and (ii) any and all defenses arising by reason of any failure by Cardinal Health to pursue Applicant or any of its assets, any impairment of collateral, notice of sale or other disposition of any collateral or security now held or hereafter acquired by Cardinal Health, and any and all suretyship defenses or defenses arising out of the guarantorprincipal relationship. Without the consent of or notice to any Guarantor: (a) any extension, forbearance, lenience, and indulgence of any nature, whether one or more, may be granted to Applicant; (b) any contracts, agreements, leases, other documents or arrangements may be amended, replaced or modified in any way whatsoever; (c) additional collateral, security, or guaranties may be accepted from Applicant or others from time to time; and (d) any collateral, security, or other guaranties may be released, modified, or substituted from time to time. Each Guarantor authorizes Cardinal Health to verify this information and/or additional information by obtaining data from a credit reporting agency. This is a continuing guaranty and the obligations of each Guarantor may not be revoked or limited so long as Cardinal Health continues to extend credit to Applicant and/or its successors and assigns. Likewise, the obligations of each Guarantor may not be revoked or limited, regardless of renewals, extensions or modifications of trade terms or credit limits granted to Applicant by Cardinal Health. Each Guarantor's obligations under this Guaranty are independent of and separate from the obligations of Applicant. This Guaranty shall be governed under the laws of the State of Ohio. Any action(s) to enforce the terms of this Guaranty may be brought in any court of competent jurisdiction selected by Cardinal Health.

EACH GUARANTOR ACKNOWLEDGES THAT HIS/HER INDIVIDUAL CREDIT HISTORY MAY BE A FACTOR IN THE EVALUATION OF THE CREDIT HISTORY OF THE APPLICANT AND HEREBY CONSENTS AND AUTHORIZES THE USE OF A CONSUMER CREDIT REPORT ON THE UNDERSIGNED BY CARDINAL HEALTH FROM TIME TO TIME AS CARDINAL HEALTH MAY DEEM NECESSARY IN ITS CREDIT EVALUATIONS.

1 Signature	2 Signature
Printed Name	Printed Name
Social Security #	Social Security #
Address:	Address:
Felephone #: Date:	Telephone #:Date:
Signature	4 Signature
rinted Name	Printed Name
ocial Security #	Social Security #
Address:	Address:
Telephone #: Date:	Telephone #: Date:

COLUMBUS/1770119v.



Request for Approval to Access Prison Restricted Products

We understand that you are interested in purchasing items that you are currently restricted from ordering. In order to better understand your business and provide a decision as to your eligibility to purchase the items from which you are restricted please read and respond to the following questions, sign and date, and return this form to Cardinal Health.

1)	correctional affiliation)
	Yes No
2)	Does your facility provide products by either purchasing for or distributing to a correctional facility, either <u>directly</u> or <u>indirectly</u> , as outlined above?
	Yes No
	er hereby certifies that the questions above have been responded to accurately and truthfully. Customer agrees to notify

Customer hereby certifies that the questions above have been responded to accurately and truthfully. Customer agrees to notify Cardinal Health immediately should their business model change as to become a correctional facility or engage in any future business activities with a correctional facility (e.g. prison, local or county jail, re-entry center, juvenile detention, or any other correctional affiliation).

Customer Account Name Northwest MISSISSIPPI	' Medical Ctr
Distribution Center	
Customer Account #	
Signature	
Title	
Date	

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Cardinal Health 7000 Cardinal Place Dublin, OH 43017 614,757,5000 main www.cardinalhealth.com

CARDINAL HEALTH RETURNED GOODS AUTHORIZATION ONGOING ASSURANCE

The undersigned customer ("Customer") of Cardinal Health, (the "Wholesaler") hereby agrees that this document is being delivered to confirm Customer's compliance with applicable federal, state, and local laws / guidelines concerning returned goods and shall apply to all returns by Customer to Wholesaler from time to time and shall supersede any inconsistent provisions which may be contained in any credit request, purchase order, or other documents pertaining to the supply relationship between Customer and Wholesaler.

Customer represents, warrants, and guarantees to Wholesaler that: (a) each such return shall be made only to the specific Wholesaler from which the item was originally purchased; (b) each such return shall be accompanied by Wholesaler's credit request form (the "Return Form"), which shall specify both Customer's and Wholesaler's name and address, the date of the return, the quantity and description of the product returned, and such other information as may reasonably be requested on Wholesaler's Return Form; (c) Customer shall retain a copy of each Return Form and related credit memo and make such documentation available to the manufacturer and to authorized federal, state, and local law enforcement officers upon request; (d) the credit claimed or accepted by Customer for any such return shall not exceed the original purchase price paid to Wholesaler; and (e) all merchandise returned to Wholesaler has been stored and handled by Customer in accordance with all applicable federal, state, and local laws, manufacturer guidelines when disclosed to customer by the manufacturer or wholesaler, and good trade practices, and such merchandlse has not been adulterated or misbranded by customer within the meaning of the Federal Food, Drug, and Cosmetic Act and meets all FDA, state, and other applicable requirements and guidelines.

	NORTHUM Print Custom 1970 Clar	est MS Medical CR ner Name (i.e., Store Name) (Include all that app Hospital Drive Pksdale, MS 38614	oly)
	Print Store A	address	
	By Authorize	ed Person / Title (Print)	
Date	Signature of	Authorized Person	
PDQRA-RTN-P001/Form1	DCN: 4548	Elfective Date: 15 Feb 2016	Page 1 of 1



Date: November 14, 2017 Letter ID: L1269325696

Reference: Sales Tax Exemption Letter Ruling Number: 17-0517

This is in response to your letter dated November 01, 2017, requesting that the Mississippi Department of Revenue provide a ruling regarding whether the Curae Health Inc., d/b/a "Northwest Mississippi Medical Center" is exempt from Mississippi sales and use tax. Your request has been assigned the letter ruling number listed above. Please use this number in any further correspondence with the DOR concerning this request.

After a search of the applicable statutes, this is to confirm that the Curae Health Inc., d/b/a "Northwest Mississippi Medical Center" does qualify for sales tax exempt status pursuant to Miss. Code Ann. Section 27-65-111(a). This Section provides that sales of tangible personal property or services to hospitals or infirmaries owned and operated by a corporation or association in which no part of the net earnings inures to the benefit of any shareholder, group or individual, and which are subject to and governed by Miss. Code Ann. Section 41-7-123 through Section 41-7-127, are exempt from sales tax. As a prerequisite to exemption, the sale of property or charge for services must be sold directly to, billed directly to, and paid for directly by the exempt entity. The exemption applies to purchases of tangible personal property and taxable services that

However, any department or division of an exempt entity, whether located on site or off-site, which is not ordinary and necessary to the operation of the exempt entity, is not covered under the exemption granted and is subject to the applicable rate of sales tax on its purchases. This includes, but is not limited to, wellness centers, physician's offices, and clinics.

This exemption does not apply to sales of tangible personal property or services to contractors purchased in the performance of contracts with the exempt entity, nor the employees of the exempt entity, although the contractor or employee may be reimbursed for the expense by the exempt entity. Furthermore, this exemption does not apply Contractors Tax levied by Miss. Code Ann. Section 27-65-21.

You may use a copy of this letter in order to substantiate the Curae Health Inc., d/b/a "Northwest Mississippi Medical Center" exempt status. I trust that this is the information you were requesting. Should you have any additional questions, feel free to contact this office at (601) 923-7015.

Under Miss. Code Ann. Section 27-65-85(a), it shall be unlawful for any person to use an exemption authorized under the Sales Tax laws for the purpose of avoiding the payment of tax the person is required to pay by law. Any person violating this provision shall be guilty of a misdemeanor and, on conviction thereof, shall be fined not more than Five Hundred Dollars (\$500.00), or imprisoned not exceeding six (6) months in the county jail, or punished by both such fine and

This letter ruling is based on the specific facts and circumstances that you communicated to the DOR. This ruling is not

P.O. Box 1033 Jackson, MS 39215-1033 Phone: (601) 923-7700 Fax: (601) 923-7714

Form # mL0004 v. V10

Visit www.dor.ms.gov for tax information and online filing. If you call, please have this letter with you.

Date: November 14, 2017

Letter ID:

L1269325696

binding on the DOR If these facts and circumstances are inaccurate, contain a material omission of a relevant fact or facts to the issue(s) presented or if such facts and circumstances change. This letter ruling is also only valid for seven (7) years from the date of this letter. At the end of this seven (7) year period, you are free to update your information and request another letter ruling if you wish. This ruling is only applicable to you or to your client if you are requesting this ruling on behalf of another and can only be relied upon by the person for whom the ruling was requested.

If the facts and circumstances presented in your request are accurate, complete and do not change for the seven (7) year period indicated above, the person for whom it was requested can rely upon this ruling unless and until there is a change in the law or regulation or the issuance of judicial decision that indicates the ruling is no longer correct or the DOR retracts the ruling. The DOR does reserve the right to retract this ruling if it later determines on its own review that the ruling is Incorrect. Such retraction will be in writing and the effect of the retraction will be prospective from the date of the retraction

Sincerely,

Darius Mangum (601) 923-7322 Mississippi Department of Revenue

P.O. Box 1033 Jackson, MS 39215-1033 Phone: (601) 923-7700 Fax: (601) 923-7714

Form # relocate v. Vio

Visit www.dor.ms.gov for tax information and online filing. If you call, please have this letter with you.

CLARKSDALE REGIONAL MEDICAL CENTER, INC.

dba NORTHWEST MISSISSIPPI MEDICAL CENTER

1970 Hospital Drive P.O. Box 1218 Clarksdale, MS 38614

Type of Business:

Hospital

GPO Affiliation:

Healthtrust Purchasing Group

Bank Reference

ServisFirst Bank Nashville, TN

Ascount Numbera
Contact Name: Kelly Roche

Phone: 615-921-3527

Trade References

Medline One Medline Place Mundelein, IL 60060 800-633-5463

Acct#

Baxter Healthcare PO Box 527 Morrow, GA 30260 888-229-0001

Acct#/

Cardinal Health 7000 Cardinal Place Dublin, OH 43017 877-700-6969

Acct#d

Accounts Payable Contact

Toby Butler 662-624-3410 toby.butler@curaehealth.org Purchasing Contact

Yatasha Muskin 662-624-3453

yutasha.muskin@curaehealth.org

General Information

FEIN: Tax Status: Exempt

D&B Numbe.

Document Date Document Number	Amount in local currency
8/28/2015 7045573083	\$ (47.93)
10/24/2017 1403245658	\$ (377.49)
11/13/2017 1401406998	\$ 36.42
11/13/2017 1401406998	\$ 49.58
11/27/2017 1400112495	\$ 30.57
11/27/2017 1400112495	\$ 41.70
11/27/2017 1400112495	\$ 32.96
11/27/2017 1400112495	\$ 65.08
11/29/2017 7076957649	\$ 34.74
12/1/2017 1603140930	\$ 18.85
12/8/2017 7077346628	\$ 103.67
12/15/2017 7077648174	\$ 52.11
12/22/2017 7077939594	\$ 156.02
12/29/2017 7077939394	\$ 130.02
1/1/2018 1601461337	·
1/3/2018 7078400786	\$ 368.31
1/3/2018 7078400788	\$ 126.86
1/3/2018 7078400790	\$ 266.52
1/4/2018 7078454527	\$ 97.99
1/5/2018 7078525257	\$ 162.44
1/5/2018 7078525258	\$ 105.22
1/5/2018 7078513537	\$ 152.38
1/5/2018 7078516843	\$ 101.47
1/10/2018 7078734011	\$ 26.48
1/11/2018 7078794856	\$ 1,208.10
1/12/2018 7078837312	\$ 334.09
1/12/2018 7078840585	\$ 72.46
1/17/2018 7079018481	\$ 875.72
1/17/2018 7079027418	\$ (97.11)
1/19/2018 7079058900	\$ 97.11
1/19/2018 7079058901	\$ 759.97
1/19/2018 7079110796	\$ 351.18
1/19/2018 7079114184	\$ 169.23
1/24/2018 7079297242	\$ 48.59
1/25/2018 7079355869	\$ 685.73
1/26/2018 7079409399	\$ 307.35
1/26/2018 7079412818	\$ 105.71
1/31/2018 7079575841	\$ 67.27
1/31/2018 7079575843	\$ 91.80
2/1/2018 7079658234	\$ 544.52
2/1/2018 7079658235	\$ 164.08
2/1/2018 1603236103	\$ 30.72
2/2/2018 7079702115	\$ 420.35
2/2/2018 7079706515	\$ 233.76
2/2/2018 7079705603	\$ 84.37
2/5/2018 7079773008	\$ 200.15
2/5/2018 7079773009	\$ 186.21
2/6/2018 7079831068	\$ 159.41
2/7/2018 7079885333	\$ 611.13
2/7/2018 7079885334	\$ 100.15
2/7/2018 7079885335	\$ 1,009.80
2/7/2018 7079885336	\$ 69.33
2/8/2018 7079975488	\$ 201.89
2/8/2018 7079975489	\$ 83.05
2,0,20,0,0,0,0,0	1 4 00.00

2/8/2018 7079975490	\$	98.35
2/8/2018 7079975491	\$	394.95
2/8/2018 7079975492	\$	212.59
2/8/2018 7079975493	\$	800.77
2/8/2018 7079975494	\$	33.04
2/9/2018 7080034289	\$	82.66
2/12/2018 7080137792	\$	(106.60)
2/13/2018 7080189785	\$	(98.69)
2/14/2018 7080232647	\$	125.40
2/14/2018 7080232648	\$	85.13
2/15/2018 7080383351	\$	154.95
2/15/2018 7080383354	\$	554.96
2/15/2018 7080383356	\$	19.14
2/16/2018 7080387573	\$	737.05
2/16/2018 7080391022	\$	276.95
2/19/2018 7080475016	\$	105.49
2/21/2018 7080565210	\$	369.52
2/21/2018 7080565212	\$	114.02
2/21/2018 7080565211	\$	106.69
2/22/2018 7080647541	\$	110.34
2/22/2018 7080647540	\$	82.18
2/23/2018 7080701036	\$	696.11
2/24/2018 7080762104	\$	2,341.55
2/28/2018 7080930868	\$	144.20
2/28/2018 7080930867	\$	336.60
3/1/2018 7080945858	\$	25.92
3/1/2018 7080945857	\$	89.74
3/1/2018 7080945856	\$	31.98
3/1/2018 7080945855	\$	779.27
3/1/2018 1602041021	\$	34.26
3/2/2018 7080998338	\$	472.07
3/2/2018 7081001647	\$	44.67
3/7/2018 7081214035	\$	107.33
3/7/2018 7081214037	\$	3.74
3/7/2018 7081214038	\$	718.66
3/8/2018 7081266456	\$	412.48
3/9/2018 7081300391	\$	249.28
3/9/2018 7081303760	\$	171.77
3/12/2018 7081385049	\$	27.42
3/14/2018 7081474254	\$	23.25
3/15/2018 7081551647	\$	168.08
3/16/2018 7081600827	\$	277.50
3/16/2018 7081604140	\$	96.16
3/21/2018 7081805129	\$	3.74
3/21/2018 7081805131	\$	461.13
3/22/2018 7081874296	\$	374.38
3/23/2018 7081883121	\$	305.93
3/23/2018 7081886403	\$	166.67
3/28/2018 7082063462	\$	27.34
3/28/2018 7082063463	\$	23.65
3/29/2018 7082125356	\$	105.44
3/29/2018 7082125357	\$	76.89
3/30/2018 7082192189	\$	205.34
3/30/2018 7082195622	\$	91.45
4/1/2018 1603241126	\$	44.69
	www.com.com	

	7082401296	\$	146.20
	7082401297	\$	61.20
4/5/2018	7082507765	\$	85.39
4/5/2018	7082507764	\$	35.36
4/6/2018	7082525223	\$	268.54
4/6/2018	7082528459	\$	156.36
4/8/2018	7082617476	\$	199.10
4/10/2018	7082657899	\$	109.68
4/10/2018	7082657901	\$	543.64
4/11/2018	7082737421	\$	27.52
4/13/2018	7082836981	\$	200.30
4/13/2018	7082840243	\$	53.97
4/18/2018	7083054510	\$	224.40
4/19/2018	7083084800	\$	613.31
	7083126450	\$	1,549.26
	7083129764	\$	97.38
	7083240146	\$	20.14
	7083382486	\$	109.73
	7083382488	\$	162.35
	7083431029	\$	295.96
	7083485575	\$	183.67
	7083488982	\$	58.72
	7083546923	\$	109.68
	1603425559	\$	12.37
	1604975982	\$	50.32
	7083671529	\$	183.16
	7083737621	\$	756.33
	7083769072	\$	216.41
	7083774006	\$	61.11
	7083772377	\$	157.58
	7083888399	\$	395.33
	7083945334	\$	119.90
	7083990505	\$	256.34
5/11/2018	7084040553	\$	515.31
	7084078518	\$	(436.86)
	7084043962	\$	161.79
	7084219097	\$	365.88
**	7084272315	\$	345.84
	7084272316	\$	19.92
	7084272317	\$	496.28
	7084321934	\$	47.65
	7084375146	\$	273.74
	7084519601	\$	116.63
	7084519602	\$	711.60
	7084607436	\$	53.29
	7084607440	\$	301.64
	7084662398	\$	2,103.85
	7084684174	\$	401.04
	7084712738	\$	215.68
	7084783031	\$	27.52
	7084896237	\$	1,242.00
	7084928284	\$	251.94
	1602451019	\$	53.53
***************************************	7084931444	\$	42.07
	1400133482	\$	7.97
L 37.772010	TOO TOE	Ψ	1.01

	,		
6/6/2018	7085112568	\$	170.26
6/7/2018	7085165178	\$	46.06
6/8/2018	7085203183	\$	268.98
6/8/2018	7085214764	\$	252.00
6/8/2018	7085208414	\$	(144.73)
6/8/2018	7085208415	\$	151.49
6/13/2018	7085418276	\$	261.07
6/14/2018	7085477103	\$	566.68
6/14/2018	7085477104	\$	320.94
6/15/2018	7085523410	\$	392.47
6/15/2018	7085527251	\$	114.20
6/20/2018	7085722166	\$	128.03
6/22/2018	7085816730	\$	313.53
6/22/2018	7085834126	\$	639.84
6/22/2018	7085819956	\$	110.43
6/26/2018	7085950882	\$	262.70
6/27/2018	7086034024	\$	1,110.85
6/28/2018	7086122228	\$	430.20
6/28/2018	7086122230	\$	662.32
6/29/2018	7086168534	\$	(99.73)
6/29/2018	7086168535	\$	734.19
6/29/2018	7086222577	\$	344.78
6/29/2018	7086222578	\$	4,207.70
6/29/2018	7086173852	\$	(42.73)
6/29/2018	7086173853	\$	116.81
7/1/2018	1600230772	\$	42.94
7/3/2018	7086279633	\$	273.96
7/6/2018	7086427005	\$	143.41
7/9/2018	7086507219	\$	444.05
7/9/2018	1401365093	\$	91.22
7/10/2018	7086509866	\$	53.64
7/11/2018	7086579214	\$	87.76
	7086579215	\$	43.49
	7086630169	\$	45.45
	7086630170	\$	6.17
	7086564008	\$	242.77
	7086700176	\$	444.05
	7086700904	\$	10.70
	7086912043	\$	307.92
	7086908308	\$	69.89
	7086908307	\$	69.89
	7086967879	\$	357.76
	7086935059	\$	68.68
	7087211029	\$	325.38
	7087250704	\$	1,255.25
	7087250709	\$	1,776.02
	7087254011	\$	251.59
	1403450087	\$	(28.00)
	1602935830	\$	657.11
	1602040783	\$	45.54
	7087486880	\$	13.66
	7087533770	\$	181.19
	7087533776	\$	245.72
	7087535775	\$	56.24
 But into the drawth seasons were the man 	and the second state of the second state of the	A CONTRACTOR OF THE PROPERTY OF THE PARTY OF	NA SANARA A SANARAS SANARAS SANARAS SANARAS
6/8/2018	7087751459	\$	30.16

Exhibit B to CH 200 Proof of Claim

8/8/2018 7087751460	\$	197.14
8/9/2018 7087783128	\$	754.32
8/10/2018 7087831126	\$	400.56
8/10/2018 7087840645	\$	81.76
8/10/2018 7087831131	\$	467.78
8/10/2018 7087834446	\$	112.46
8/11/2018 7087889283	\$	1,476.00
8/13/2018 7087904026	\$	77.39
8/14/2018 7087998061	\$	125.33
8/14/2018 7087998540	\$	3,498.87
8/15/2018 7088067641	\$	27.36
8/16/2018 7088120771	\$	222.79
8/16/2018 7088120772	\$	316.95
8/16/2018 7088120773	\$	5.33
8/16/2018 7088120774	\$	64.70
8/17/2018 7088174339	\$	383.05
8/17/2018 7088174344	\$	299.41
8/17/2018 7088177624	\$	35.71
8/21/2018 7088349873	\$	829.00
8/22/2018 7088363882	\$	457.24
8/22/2018 7088363884	\$	1,080.93
8/22/2018 7088363900	\$	100.14
8/23/2018 7088447448	\$	115.46
8/23/2018 7088447450	\$	902.69
8/23/2018 7088447452	\$	80.86
8/23/2018 1600015042	, \$	(45.44)
8/24/2018 7088478538	\$	382.04
8/24/2018 7088478543	\$	162.72
8/24/2018 7088481866	\$	78.33
	\$	70,777.52

MIDDLE DISTRICT OF TENNESSEE Claims Register

3:18-bk-05678 Clarksdale Regional Medical Center Inc.

Judge: Charles M Walker **Chapter:** 11

Office: Nashville Last Date to file claims: Trustee: Last Date to file (Govt):

Creditor: (6729412) Claim No: 38 Status: CARDINAL HEALTH 200 LLC Original Filed Filed by: CR

7000 CARDINAL PLACE Date: 01/18/2019 Entered by: DANIEL HAYS

DUBLIN, OH 43017 Original Entered PURYEAR
Date: 01/18/2019 Modified:

Amount claimed: \$10444.42 Secured claimed: \$0.00 Priority claimed: \$10444.42

History:

Details 38-1 01/18/2019 Claim #38 filed by CARDINAL HEALTH 200 LLC, Amount claimed: \$10444.42

(PURYEAR, DANIEL)

Description: (38-1) 503(b)(9) Claim

Remarks:

Claims Register Summary

Case Name: Clarksdale Regional Medical Center Inc.

Case Number: 3:18-bk-05678

Chapter: 11

Date Filed: 08/24/2018 Total Number Of Claims: 1

Total Amount Claimed*	\$10444.42
Total Amount Allowed*	

^{*}Includes general unsecured claims

The values are reflective of the data entered. Always refer to claim documents for actual amounts.

	Claimed	Allowed
Secured	\$0.00	
Priority	\$10444.42	
Administrative		