

Signed: January 09, 2009.



A handwritten signature of S. Martin Teel, Jr. in black ink, written over a horizontal line.

S. Martin Teel, Jr.  
United States Bankruptcy Judge

**UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF COLUMBIA**

In re:	:	Chapter 11
	:	
GREATER SOUTHEAST COMMUNITY	:	Jointly Administered
HOSPITAL CORP., I, <i>et al.</i> ,	:	Case No. 02-2250
	:	Judge S. Martin Teel, Jr.
Debtors.	:	
	:	

**STIPULATION AND ORDER THAT THE SCHEDULED CLAIM OF  
EVERETT WRIGHTSMAN IS AN OBLIGATION OF THE  
REORGANIZED DEBTORS AND NOT THE DCHC LIQUIDATING TRUST**

The DCHC Liquidating Trust (the "Trust"), on the one hand, and the Reorganized Debtors, on the other hand, hereby agree and stipulate as follows:

WHEREAS, on November 20, 2002 (the "Petition Date"), Doctors Community Healthcare Corporation ("DCHC"), Greater Southeast Hospital Corp. I ("GSE"), Michael Reese Medical Center Corporation ("MR"), Pacifica of the Valley Corporation ("Pacifica"), Pacin Healthcare-Hadley Memorial Hospital Corporation ("Hadley") and Pine Grove Hospital Corporation of Canoga Park, California ("Pine Grove," collectively referred to along with DCHC, GSE, MR, Pacifica and Hadley as the "Debtors") filed separate voluntary petitions for

relief under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”). Pursuant to an order of this Court, the Debtors’ chapter 11 cases are being jointly administered for procedural purposes;

WHEREAS, on April 2, 2004, the Court entered an order (the “Confirmation Order”) approving the Debtors’ Second Amended Joint Plan of Reorganization (the “Plan”). On April 5, 2004, the Plan went into effect (the “Effective Date”).

WHEREAS, pursuant to the Plan, claims against the Debtors were effectively divided into two categories: (1) claims that would transfer to the Trust for satisfaction and (2) claims that would remain with the Debtors and effectively transfer to those Debtors that were being reorganized under the Plan, namely DCHC, GSE, Hadley, MR and Pacifica (together, the “Reorganized Debtors”) for satisfaction;

WHEREAS, DCHC scheduled a \$1.4 million unsecured claim in favor of Everett Wrightsman (the “Wrightsman Claim”);

WHEREAS, DCHC scheduled a Consulting Agreement, dated November 1, 2001, between DCHC and Mr. Wrightsman as an executory contract (the “Consulting Agreement”);

WHEREAS, the Wrightsman Claim appears to be based on amounts owed under the Consulting Agreement;

WHEREAS, the Plan, as amended by the Confirmation Order, provides that any executory contract not specifically designated by the Reorganized Debtors as either assumed or rejected is deemed assumed as of the Effective Date;

WHEREAS, on March 15, 2004, the Debtors filed their Plan Supplement, which included a list of executory contracts to be assumed or rejected under the Plan;

WHEREAS, on May 11, 2004, the Reorganized Debtors served their Notice of Assumption or Rejection (the "Notice"), which also designated certain executory contracts for either assumption or rejection;

WHEREAS, the Consulting Agreement was not listed in either the Plan Supplement or the Notice as being either assumed or rejected so that, pursuant to the Plan and Confirmation Order, the Consulting Agreement, to the extent it constituted an executory contract on the Effective Date, was deemed assumed as of the Effective Date;

WHEREAS, because the Consulting Agreement appears to have been assumed by the Reorganized Debtors, the Wrightsman Claim, to the extent valid, constitutes a cure obligation of the Reorganized Debtors;

WHEREAS, the Trust and the Reorganized Debtors entered into this Stipulation after arms-length and good faith negotiations;

IT IS THEREFORE

ORDERED that this Stipulation and Order is approved and entered; and it is further

ORDERED that the Wrightsman Claim, to the extent valid, represents an obligation of the Reorganized Debtors and not the Trust; and it is further

ORDERED that this Stipulation and Order is without prejudice to any rights the Reorganized Debtors may have to object, reduce, reschedule, disallow, and/or defend the Wrightsman Claim.

Dated: December 23, 2008

Respectfully submitted,

**WHITE & CASE<sub>LLP</sub>**

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Dated: December 23, 2008

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