

Fill in this information to identify the case:

Debtor 1 Fayette Memorial Hospital Association
Debtor 2 _____
(Spouse, if filing)
United States Bankruptcy Court for the: Southern District of Indiana
Case number 18-07762-JJG-11

RECEIVED
JUN 10 2019
BMC GROUP

Official Form 410
Proof of Claim

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Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?	<u>McKesson Corp. on behalf of itself and its affiliates including Macro Helix, LLC</u> Name of the current creditor (the person or entity to be paid for this claim) Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent? <u>McKesson c/o Nicholas Bruni</u> Name <u>2 Nat'l Data Plaza NE, 1564 N.E. Expressway</u> Number Street <u>Atlanta GA 30329</u> City State ZIP Code Contact phone <u>404-382-7024</u> Contact email <u>nicholas.bruni@mckesson.com</u>	Where should payments to the creditor be sent? (if different) <u>(same as notice)</u> Name Number Street City State ZIP Code Contact phone _____ Contact email _____
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? No
Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____

7. How much is the claim? \$ 232,569.51. Does this amount include interest or other charges?
 No
Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
Limit disclosing information that is entitled to privacy, such as health care information.
See Attachment

9. Is all or part of the claim secured? No
Yes. The claim is secured by a lien on property.
Nature of property:
Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
Motor vehicle
Other. Describe: _____
Basis for perfection: _____
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)
Value of property: \$ _____
Amount of the claim that is secured: \$ _____
Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)
Amount necessary to cure any default as of the date of the petition: \$ _____
Annual Interest Rate (when case was filed) _____ %
Fixed
— Variable

10. Is this claim based on a lease? No
— Yes. Amount necessary to cure any default as of the date of the petition. \$ _____

11. Is this claim subject to a right of setoff? No
— Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

No
 Yes. Check one

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

Amount entitled to priority

\$ _____

Up to \$2,775* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ _____

Wages, salaries, or commissions (up to \$12,475*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$ _____

Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$ _____

Contributions to an employee benefit plan 11 U.S.C. § 507(a)(5).

\$ _____

Other. Specify subsection of 11 U.S.C. § 507(a)(2) that applies.

\$ 88,619.95

* Amounts are subject to adjustment on 4/01/18 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

Check the appropriate box:

- I am the creditor.
- I am the creditor's attorney or authorized agent.
- I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004
- I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

I understand that 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.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 6 7 2019
MM / DD / YYYY

Nicholas R Bruni
 Signature

Print the name of the person who is completing and signing this claim:

Name Nicholas Bruni
First name Middle name Last name

Title Finance Manager

Company McKesson Corp.
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 2 Ntl Data Plaza NE, 4th Floor, 1564 Northeast Expressway
Number Street

Atlanta GA 30329
City State ZIP Code

Contact phone 404-382-7024 Email nicholas.bruni@mckesson.com

ATTACHMENT TO PROOF OF CLAIM

McKesson Corporation, a Delaware corporation, on behalf of itself and its divisions, subsidiaries and affiliates, (“McKesson”) including Macro Helix LLC (“Macro Helix”) hereby submits this proof of claim (“Proof of Claim”) against Fayette Memorial Hospital Association, Inc. d/b/a Fayette Regional Health Systems (“Fayette” or “Debtor”) in the Chapter 11 cases jointly administered in the United States Bankruptcy Court for the Southern District of Indiana as 18-07762-JJG-11. McKesson’s claims against Fayette are generally described as follows and based upon the following facts:

Basis For and Amounts of Secured/Administered/Unsecured Claims

1. Debtor and their Products. Debtor operates a 112-bed acute care hospital and provides both inpatient and outpatient services, including specialized medical services.
2. McKesson Agreements. McKesson is one of the largest healthcare companies in the United States and the world. McKesson and Debtor had a series of overlapping agreements to provided Debtor with pharmaceuticals, including specialty pharmaceuticals such as oncology medication, for use in Debtor’s treatment of patients in addition to technology and logistical support for health care providers such as Debtor. McKesson, through McKesson Health Solutions, LLC, and Debtor executed a License Agreement (“Health Solutions Agreement”) for various software utilized by Debtor. In addition to the Health Solutions Agreement, Debtor and McKesson (through Macro Helix) are party to an agreement (the “Macro Helix Agreement”) whereby Macro Helix helps Debtor manage 340B drug program participation through pioneering software and services that target the operational, financial and regulatory complexities associated with the program.
3. Bankruptcy Petition. On October 10, 2018 (“the Petition Date”) Debtor filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code in the Southern District of Indiana Bankruptcy Court (the “Bankruptcy Court”). The matter is pending as Case No. 18-07762-JJG-11.
4. Post-Petition Status of the Agreements. Debtor filed the (1) *Omnibus Motion for Order Authorizing Assumption and Assignment of Executory Contracts and Leases* [Docket No. 302] and (2) *Second Omnibus Motion for Order Authorizing Assumption and Assignment of Executory Contracts and Leases* [Docket No. 340]. In the first omnibus motion, Debtor proposes assuming the Health Solutions Agreement and sets forth a cure obligation of \$5,372.59. In an apparent oversight, Debtor omitted the Macro Helix Agreement from both their schedules and the omnibus motions related to the sale of Debtors’ assets. Debtor has withdrawn the omnibus motions but McKesson understands that Debtor is likely to seek the assumption of the Health Services Agreement and the rejection of the Macro Helix Agreement.
5. McKesson Claim. As of the April 17, 2019, Debtor owes McKesson at least \$232,569.51 (the “McKesson Claim”) which is the sum of (1) \$5,372.59 owed by Fayette under the Health Solutions Agreement and (2) the amount of \$227,196.92 owed by Fayette under the Macro Helix Agreement (the “Macro Helix Claim”). The amount owed under the Health

Solutions Agreement is consistent with Debtor's schedules. A table detailing the Macro Helix Claim is attached as Exhibit 1.

6. Administrative Claim. Of the total McKesson Claim (\$232,596.51), a portion in the amount of at least \$88,619.95 (the "Administrative Claim") was incurred by Debtor after the Petition Date. The Administrative Claim is entitled to administrative expense priority pursuant to 11 U.S.C. § 503(b)(1). A table detailing the Administrative Claim is attached as Exhibit 2. The McKesson is entitled to and demands immediate payment on its Administrative Claim.

7. Continued Accrual of Obligations. McKesson continues to provide post-petition services under each of the Agreements. As post-petition services continue without payment both the McKesson Claim and the Administrative Claim will continue to accrue. The current McKesson Claim is calculated through February 2019 and McKesson is in the process of confirming more recent invoices and will revise this Proof of Claim as necessary. Similarly, to the extent Debtor makes any post-petition payments, such as a cure payment related to an assumption of one or both of the agreements, the McKesson claim will correspondingly shrink.

8. McKesson believes Debtor has copies of the invoices, the Agreements, and other documents substantiating the McKesson Claim (the "Supporting Documents"); in fact McKesson already provided Debtor the supporting invoices in connection to an earlier motion. Any party in interest may request the Supporting Documents upon written request and reimbursement of costs to McKesson's counsel. Such written request should be sent to McKesson's counsel at the address listed below. McKesson reserves the right to withhold the Supporting Documents from any requesting party in interest other than Debtor.

Distributions

9. Any distributions on account of this Proof of Claim should be directed as follows:

Nicholas Bruni
Finance Manager
2 National Data Plaza NE, 4th Floor
1564 Northeast Expressway
Atlanta, GA 30329
E-mail: Nicholas.bruni@mckesson.com

Notices

10. All notices with respect to this Proof of Claim should be sent to:

Nicholas Bruni
Finance Manager
2 National Data Plaza NE, 4th Floor
1564 Northeast Expressway
Atlanta, GA 30329
E-mail: Nicholas.bruni@mckesson.com

With a copy to:

Jeffrey K. Garfinkle, Esq.
Buchalter, P.C.
18400 Von Karman Ave., Suite 800
Irvine, CA 92612
E-mail: jgarfinkle@buchalter.com

Reservation of Rights

11. As the Agreements have not been formally assumed or rejected and the parties' dealings continue post-petition, McKesson reserves the right to amend or supplement this Proof of Claim in any respect including, but not limited to, the assertion, by proof of claim or other application to this Bankruptcy Court, for any amount that becomes due under any of the various agreements, pursuant to court order or otherwise, and continuing costs, fees and expenses (including legal fees and disbursements) arising in relation to the claims asserted herein or any of the agreements and the assertion of an administrative expense priority and adequate protection for any such claim or claims.

12. To the extent any portion of the Administrative Claim are not allowed as administrative expense claims against Debtor, McKesson asserts an unsecured claim for such amounts.

13. In executing and submitting this Proof of Claim, McKesson is not waiving in any manner or under any circumstances any security interest it now has or may be determined to have at any time nor is it waiving any claim, action, or cause of action it may have against Debtor or any other entity or person, including the right to assert different amounts from the amounts set forth herein, nor is it waiving any defense, offset, recoupment, counter-claim or similar right or remedy it may now have or at any time have against Debtor or any other entity or person or with respect to any legal or equitable proceeding now existing or hereafter commenced.

Exhibit 1

Macro Helix Claim

Invoice Number	Month	Amount
7865736653	March 2018	\$19,354.63
7870591177	April 2018	\$18,688.29
7876536176	May 2018	\$19,903.60
7880770390	June 2018	\$18,727.56
7886536312	July 2018	\$18,422.79
7891290769	August 2018	\$19,224.98
7896911217	September 2018	\$18,599.68
7126403339	Oct. 2018 (Pro-Rated to Oct. 9)	\$5,655.44
7126403339	Oct. 2018 (Pro-Rated from Oct. 10)	\$13,824.42
7126403340	November 2018	\$18,513.39
7126403341	December 2018	\$18,567.00
7126403342	January 2019	\$19,979.28
7126403343	February 2019	\$17,735.86
	Grand Total	\$227,196.92

Exhibit 2

Administrative Claim

Month	Amount
Oct. 2018 (Pro-Rated from Petition Date)	\$13,824.42
November 2018	\$18,513.39
December 2018	\$18,567.00
January 2019	\$19,979.28
February 2019	\$17,735.86
Total	\$88,619.95