

UNITED STATES BANKRUPTCY COURT
Northern District of Georgia - Rome Division

PROOF OF CLAIM

Name of Debtor Against Which You Assert Your Claim. (check one box - if you are asserting a claim against more than one Debtor, you must file a separate Proof of Claim against each Debtor)

Deadline for filing Proofs of Claim

MAY 1, 2015
5:00 pm (Eastern)

- Hutcheson Medical Center, Inc., Case No. 14-42683
- Hutcheson Medical Division, Inc., Case No. 14-42684

NOTE: Do not use this form to make a claim for an administrative expense. You may file a request for payment of an administrative expense according to 11 USC § 503

Name and Address of Creditor (the person or other entity to whom the debtor owes money or property):

US FOODS, INC.
Attn: Kerry Carlson
4399 W. Higgins Road, Ste. 600
Rosemont, IL 60018

RECEIVED

MAY 01 2015

BMC GROUP

Telephone number: 847-720-8000 Fax number: _____

Email: Kerry.carlson@usfoods.com

The address above will be used for service of notice of any objection to your claim, unless you provide a different notice address in the space provided by your signature on the reverse side. By submitting this Proof of Claim, you agree that the use of the above address, or the different address provided below, is sufficient for purposes of Bankruptcy Rule 7004.

Check this box if the claim amends a previously filed claim.

Court Claim Number: _____

(If known)

Filed on: _____

Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars.

Name and address where payment should be sent (if different from above):

Telephone number: _____ Fax number: _____
Email: _____

1. Amount of Claim as of Date Case Filed: \$ 261,112.66

If all or part of your claim is secured, complete item 4. If all or part of your claim is entitled to priority, complete item 5.

Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges.

2. Basis for Claim: Goods sold including those received within 20 days of the Petition Date.
(See instruction #2)

3. Last four digits of any number by which creditor identifies debtor: _____

3a. Debtor may have scheduled account as: _____
(See instruction #3a)

3b. Uniform Claim Identifier (optional): _____
(See instructions #3b)

4. Secured Claim (See instruction #4)

Check the appropriate box if your claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information.

Nature of property or right of setoff: Real Estate Motor Vehicle Other Describe: _____

Value of Property: \$ _____

Annual Interest Rate 1.5 % Fixed or Variable (when case was filed)

Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any: \$ _____

Basis for perfection: UCC Filed 10/3/2012

Amount of Secured Claim: \$ 261,112.66

Amount of Unsecured Claim: \$ 0.00

5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507(a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount.

Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8).

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(n)(7). Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5).

Wages, salaries, or commissions (up to \$12,475) earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier - 11 U.S.C. § 507(a)(4). Other - specify applicable paragraph of 11 U.S.C. § 507(a) (2).

Amount entitled to priority: \$ 66,492.64

FOR COURT USE ONLY

Hutcheson Med POC



00332

**UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ROME DIVISION**

In re:)	
)	Chapter 11
HUTCHESON MEDICAL CENTER, INC.,)	
)	Case No. 14-42863-pwb
Debtor.)	

ADDENDUM TO PROOF OF CLAIM

US Foods, Inc. (“US Foods”) asserts its claim as follows:

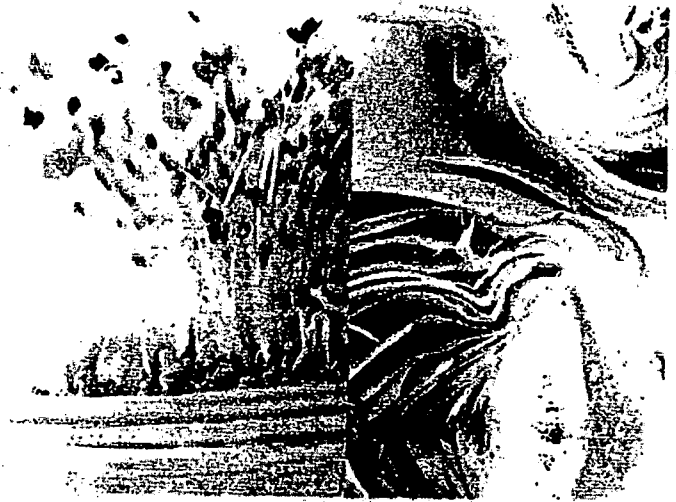
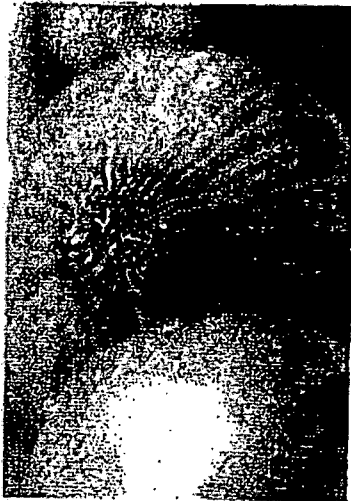
The entire claim of US Foods against the bankruptcy estate of Hutcheson Medical Center, Inc. (the “Debtor”) is secured by a security interest and lien in and on all assets of the Debtor, all pursuant to that certain Customer Application executed by the Debtor on September 25, 2012, and that certain UCC1 filed and recorded on October 3, 2012 with the Fayette County Clerk of Superior Court as File Number 056-2012-001495. The Customer Application and UCC1 are attached hereto in Exhibit A.

Further, US Foods delivered goods to the Debtor within 20 days before the Petition Date in the amount of \$66,492.64 for which US Foods remains unpaid (the “503(b)(9) Claim”). The goods were sold to the Debtor in the ordinary course of the Debtor’s business. The 503(b)(9) Claim is an administrative expense under 11 U.S.C. § 503(b)(9) and is entitled to priority under 11 U.S.C. § 507(a)(2). A summary of the invoices and delivery dates related to the 503(b)(9) Claim are attached hereto as Exhibit B.

US Foods reserves its right to update and/or supplement this Proof of Claim at any time and to assert any and all other claims of whatever kind or nature that it has, or it may have, against the Debtor. The filing of this Proof of Claim shall not be deemed a waiver or release of

any of US Foods' claims or rights, an election of remedy, or a waiver of any of the Debtor's past, present or future liabilities under any other operative agreements between US Foods and the Debtor. Further, nothing contained herein shall be deemed or construed as a waiver of any claims that US Foods has or may have against the Debtor, and US Foods retains the right to assert such claims.

EXHIBIT A



Customer Account Application

This Customer Application (this "Application") is made to US Foods, Inc., doing business as US Foods, and all of its affiliates, divisions, subsidiaries and assigns (collectively the "Sellers") for the purpose of inducing Sellers to extend credit accommodations to the Applicant named below:

SHIPPING AND BILLING INFORMATION

SHIP TO:

Hutchinson Medical Center
Applicant Legal Name (INC, LLC, LP)

BILL TO:

Check Here If Billing Address Is Same As Delivery Address

Trade Name/Doing Business As

100 Mass Crescent

Delivery Address (Attach Location Sheet If More Than One)

Fort Belknap, Ma 30742
City State/Province Zip

Catoosa USA
County Country

706-858-2396
Phone Number

Billing Address

City State/Province Zip

Donna Capps 706 858 2307
Accounts Payable Contact Title Phone Number

accountspayable@hutchinson.ma
E-mail Address Fax Number

706 858 2693

TERMS AND CONDITIONS

In consideration of the extension of credit by Seller to Applicant, or the delivery of goods and/or services, Applicant agrees to the following terms and conditions:

1. Upon approval of this Application and Agreement, Seller in its sole discretion, and notwithstanding any request of Applicant, will assign Applicant a maximum credit line (if applicable) and shall have the right to increase, decrease or terminate Applicant's credit privileges under this Application and Agreement at any time without prior notice to Applicant, except as otherwise provided by law.

2. All purchases by Applicant of goods and/or services from Seller will be made in accordance with the terms and conditions of this Application and Agreement, and any invoice, distributor agreement, and/or other documents evidencing Applicant's obligations to Seller (each, a "distributor agreement"), all of which are incorporated herein by this reference. To the extent Applicant is part of or subsequently becomes part of a national or regional pricing program governed by a distributor agreement, Applicant acknowledges and agrees that it shall be bound by the terms and conditions of any such distributor agreement, notwithstanding that Applicant is not and will not be a signatory to such agreement. Applicant further agrees to waive, release, forever discharge and hold harmless the Seller, its officers, directors, employees and agents, from any and all losses, damages, costs, expenses, rights, claims, demands, judgments, obligations, actions and causes of action, which Applicant may have arising out of or in connection with any dispute or disagreement regarding whether or not Applicant is bound by the terms of such distributor agreement. Applicant agrees and understands that this is a legally binding agreement, and that Seller, in its sole discretion, may change the terms and conditions of this Application and Agreement. Any such changes shall apply to all sales after such change is made. If Applicant is or subsequently becomes party to or bound by the terms of a distributor agreement, Applicant acknowledges and agrees that to the extent that there is any conflict between the terms and conditions set forth in this Application and Agreement and the distributor agreement, the terms and conditions of the distributor agreement shall control.

3. Title to all goods purchased from Seller shall pass upon delivery to the receiving dock of Applicant and acceptance by authorized signature, subject to rejection of certain items by notation on the invoice. Applicant shall have twenty-four (24) hours from the time of delivery to notify Seller (i) of any concealed damage or rejected goods or (ii) with respect to products not jointly checked in, of any shortages, damages, or rejected goods. Applicant shall make arrangements through Seller's sales department for any goods to be returned to Seller in accordance with Seller's return policy as in effect from time to time. Seller may terminate its obligations to provide product to Applicant pursuant to the terms of this Application and Agreement at any time, unless otherwise provided in a distributor agreement. Seller shall not be in default in the performance of its obligations under this Application and Agreement if such performance is prevented or delayed because of any cause beyond the reasonable control and without the fault or negligence of Seller.

4. Payment of the purchase price for goods and/or services

acquired from Seller shall be made pursuant to the terms set forth on each invoice, and Applicant agrees to pay all charges according to the payment terms established in said invoice. The entire outstanding balance due to Seller on all invoices shall become due in full immediately upon default in the payment of any invoice. Applicant agrees to pay interest in the amount of 1.5% per month, or the maximum rate that Applicant may lawfully contract to pay, whichever is less, and in all events calculated in accordance with applicable law, on any payment considered past due until collected. Applicant agrees to pay all costs of collection incurred by Seller, including reasonable attorneys' fees and expenses, should a default in payment or any other obligation of Applicant occur.

5. This Application and all transactions between Applicant and Seller shall be governed by and interpreted in accordance with the laws and decisions of the State of Delaware.

6. Applicant hereby agrees to immediately notify Seller via certified mail of any sale of a significant portion of the assets or business of Applicant, or a sale of a substantial interest in the capital stock or other ownership interest of Applicant.

7. IF THIS APPLICATION AND AGREEMENT IS NOT APPROVED IN FULL OR IF ANY OTHER ADVERSE ACTION IS TAKEN WITH RESPECT TO APPLICANT'S CREDIT WITH SELLER, APPLICANT HAS THE RIGHT TO REQUEST WITHIN 90 DAYS OF SELLER'S NOTIFICATION OF SUCH ADVERSE ACTION, A STATEMENT OF SPECIFIC REASONS FOR SUCH ACTION, WHICH STATEMENT WILL BE PROVIDED WITHIN 30 DAYS OF SAID REQUEST. The federal Equal Credit Opportunity Act prohibits creditors from discrimination against credit applicants on the basis of race, color, religion, national origin, sex, marital status or age (provided that the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance programs; 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 concerning the creditor is the Federal Trade Commission, Washington, D.C.

8. Applicant irrevocably agrees and hereby consents and submits to the non-exclusive jurisdiction of any state or federal court located in the state where Seller's operating company which provided this Application and Agreement is located, without regard to the conflicts of law provisions thereof (the "Applicable State"), with regard to any actions or proceedings arising from, relating to or in connection with Applicant's obligations to Seller or this Application and Agreement. Applicant waives any right it may have to change the venue of any litigation brought against it by Seller.

9. Applicant agrees that all information as to source, quantity, and price of goods and services provided by Seller shall be maintained in confidence and shall not be released to any private third party for any reason whatsoever other than pursuant to a validly issued subpoena from a court or governmental authority having jurisdiction over Applicant, pursuant to the rules, regulations or requirements of any state or federal agency or department or pursuant to a discovery request made under applicable court rules and to which Applicant is required to respond.

10. WAIVER OF JURY TRIAL. APPLICANT HEREBY WAIVES TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH THE SELLER AND THE APPLICANT MAY BE PARTIES, ARISING OUT OF OR IN ANY WAY PERTAINING TO (A) THIS APPLICATION AND AGREEMENT; AND (B) ANY OTHER GOVERNING DOCUMENTS INCLUDING INVOICE AND DISTRIBUTOR AGREEMENTS. IT IS AGREED AND UNDERSTOOD THAT THIS WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OF ALL CLAIMS AGAINST ALL PARTIES TO SUCH ACTION OR PROCEEDINGS, INCLUDING CLAIMS AGAINST PARTIES WHO ARE NOT PARTIES TO THE APPLICATION AND AGREEMENT. THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE BY THE APPLICANT AND THE APPLICANT HEREBY REPRESENTS AND WARRANTS THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY ANY INDIVIDUAL TO INDUCE THE WAIVER OF TRIAL BY JURY OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT.

11. Applicant hereby (a) agrees that Seller may, at Seller's sole option, require Applicant to arbitrate any controversy or claim arising out of or relating to this Application and Agreement, any credit extended by Seller to Applicant or any other issue with the American Arbitration Association or any other recognized arbitration group in accordance with its Commercial Arbitration rules, and any judgment or award rendered in connection therewith shall be entered in a court having jurisdiction thereof; and (b) consents to the Arbitration in the Applicable State, and to the application of Delaware law with the exception of Delaware conflicts of laws rules; and (c) agrees to pay all cost and expenses in connection with the arbitration, including, but not limited to arbitrators' fees, administration fees and attorneys' fees.

12. To secure the full and timely payment by Applicant to Seller of all now existing and hereafter arising amounts due Seller, Applicant hereby grants to Seller a priority (purchase money) security interest and lien in and to all goods, inventory, equipment and fixtures sold to Applicant by Seller from time to time, and a separate security interest in all other assets of Applicant, including, without limitation, all of Applicant now existing or owned hereafter arising or acquired (a) accounts; (b) goods for sale, lease or other disposition which have given rise to Accounts and have been returned to or repossessed or stopped in transit by Applicant; and (c) good including, without limitation, inventory, equipment, fixture, trade fixtures and vehicles. Applicant hereby authorizes Seller to file and perfect any and all statutory lien rights and all rights under indemnity or performance bonds at any time regardless of whether payment is due to Seller under Seller payment terms with Applicant. Applicant hereby authorizes Seller to prepare and file any Uniform Commercial Code ("UCC") financing statements, amendments to UCC financing statements and any other filings or recordings in a jurisdiction where Seller determines appropriate without Applicant's signature, and authorizes Seller to describe collateral in such financing statements in any manner as Seller determines appropriate.

13. This Agreement may be delivered by electronic transmission or facsimile which shall be deemed to be original.

Applicant ("Customer") Legal Name (Inc., LLC, etc.) * HUTCHESON MEDICAL CENTER

Signature: Sharon Evans

Title: MATS Mgr

Print Name: SHARON EVANS

Date: 9/25/12

Signature: [Signature]

Title: District Director

Print Name: [Name]

Date: 9/26/12

Sales Associate: _____ Terms Requested: _____ Terms Approved: _____

For Office Use Only:



TELL US ABOUT YOUR OWNERSHIP

C-Corporation
 S-Corp
 Limited Liability Company (LLC)
 Limited Partnership (LP)
 Proprietorship
 Non-Profit
 Government
 Other
 Government Funded?
 Yes
 No
 _____ % of Revenue Gov'l Funded
 Medicaid/Medicare Funded?
 Yes
 No
 _____ % of Revenue Med Funded
 Building/Facility:
 Owned
 Leased
 Date Business Opened or Ownership Changed: _____
 State of Formation: CA
 Federal ID Number: _____

OWNER/OFFICER/AUTHORIZED CORPORATE AGENT INFORMATION

Name _____	Name _____	Name _____
Social Security Number _____	Social Security Number _____	Social Security Number _____
Title _____	Title _____	Title _____
Home Address _____	Home Address _____	Home Address _____
City, State, Zip _____	City, State, Zip _____	City, State, Zip _____
Driver's License Number _____	Driver's License Number _____	Driver's License Number _____
Home Phone Number _____	Home Phone Number _____	Home Phone Number _____
Cell Phone Number _____	Cell Phone Number _____	Cell Phone Number _____

WHO ELSE DO YOU DO BUSINESS WITH?

Vendor Name (Present Food Supplier) _____	Account Number _____	City/State _____	Phone Number _____
Vendor Name _____	Account Number _____	City/State _____	Phone Number _____
Vendor Name _____	Account Number _____	City/State _____	Phone Number _____
Bank _____	City/State _____	Contact Name _____	Phone Number _____
Checking Account # _____		Loan Account # _____	
DO YOU HAVE ANY OTHER EXISTING BUSINESSES? <input type="checkbox"/> Yes <input type="checkbox"/> No (Please attach list if more than one business)		DO YOU HAVE EXISTING OR PRIOR US FOODS ACCOUNTS? <input type="checkbox"/> Yes <input type="checkbox"/> No (Please attach list if more than one business)	
Business Name _____		Business Name _____	
Address _____	City/State _____	City/State _____	Account Number _____

DOCUMENTATION REQUESTS

- 1) RESALE OR EXEMPT TAX CERTIFICATE: **TAX WILL BE CHARGED WITHOUT THESE DOCUMENTS**
- 2) US FOODS REQUESTS YOUR MOST RECENT TWO YEARS FINANCIAL STATEMENTS

APPLICANT'S CERTIFICATIONS

Applicant hereby certifies that the information furnished under this Application and Agreement and any other financial statements furnished in connection herewith, is true, correct, complete, and that this information is being furnished to Sellers for the purpose of inducing Sellers to extend credit and/or provide goods/services to Applicant, and understands that Sellers intend to rely upon such information. Applicant represents and warrants that it is solvent, generally able to pay its debts as such debts become due, and has capital sufficient to carry on its business. Applicant understands and agrees to be bound by the terms contained in this Application and Agreement and all invoices and other documents furnished by Sellers from time to time, all of which are incorporated herein by reference, and to promptly advise Sellers, in writing via certified mail, of any material change in the information provided herein, including, but not limited to, change of ownership, address or telephone. Applicant understands that Sellers will retain this Application and Agreement whether or not it is approved. [Applicant's Principals hereby authorize Sellers to check from time to time Applicant's business and Principals' personal credit history and trade, bank and personal references (whether or not listed in this Application) for customary credit information, a copy (print, carbon photograph, etc.) of this authorization and signature(s) of the undersigned, shall be deemed to be the equivalent of the original and can be used as such to confirm the information contained on this Application and Agreement, including, but not limited to, sending a copy hereto to the bank, bank and personal references, and to release information to other creditors regarding Applicant's credit experience with Sellers. The Applicant hereby authorizes their bank(s) and/or lender(s) to release information about the Applicant, including data account(s) opened, average checking balance, account history, open loan(s) balance(s), line(s) of credit, availability under line(s) of credit, payment history, covenants and their status, and any security interests, along with any other information that may assist Sellers in establishing an open account and credit line. Sellers agree that information obtained will be kept in the strictest of confidence. THE UNDERSIGNED IS EXECUTING THIS APPLICATION IN HIS/HER CAPACITY AS AN OFFICER OF APPLICANT, AND INDIVIDUALLY FOR THE LIMITED PURPOSE OF AUTHORIZING SELLERS TO OBTAIN FROM TIME TO TIME A NON-BUSINESS CONSUMER CREDIT REPORT ON THE INDIVIDUAL UNDERSIGNED, IN ORDER TO FURTHER EVALUATE THE CREDITWORTHINESS OF SUCH INDIVIDUAL AS PRINCIPAL, PROPRIETOR AND/OR GUARANTOR IN CONNECTION WITH THE EXTENSION OF BUSINESS CREDIT. THE UNDERSIGNED, AS AN INDIVIDUAL, HEREBY KNOWINGLY CONSENTS TO THE USE OF SUCH CREDIT REPORT CONSISTENT WITH THE FEDERAL FAIR CREDIT REPORTING ACT AS CONTAINED IN 15 U.S.C. § 1681, et. seq. APPLICANT UNDERSTANDS THAT THE TERMS AND CONDITIONS CONTAINED HEREINAFTER ARE MATERIAL HERETO AND SPECIFICALLY MADE A PART HEREOF.]



FILED & RECORDED
 Wednesday, October 03, 2012 8:32:00 AM
 File Number: 056-2012-001495
 Fayette County Clerk of Superior Court

UCC FINANCING STATEMENT


Property of the GSCCCA

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
 ucc@ncscredit.com Fayette, GA

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

NCS UCC Services Group
 PO Box 24101
 Cleveland, OH 44124
 USA
 (800) 826-5256



THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME
 Hutcheson Medical Center, Inc.

OR

1b. INDIVIDUAL'S LAST NAME

FIRST NAME	MIDDLE NAME	SUFFIX

1c. MAILING ADDRESS
 100 Gross Crescent

CITY Fort Oglethorpe	STATE GA	POSTAL CODE 30742	COUNTRY USA
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1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION Non-Profit Corp	1f. JURISDICTION OF ORGANIZATION Georgia	1g. ORGANIZATIONAL ID #, if any GA-K503543	<input type="checkbox"/> NONE
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2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME

FIRST NAME	MIDDLE NAME	SUFFIX

2c. MAILING ADDRESS

CITY	STATE	POSTAL CODE	COUNTRY

2d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any	<input type="checkbox"/> NONE
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3. SECURED PARTY'S NAME (or NAME OF TOTAL ASSIGNEE OF ASSIGNOR(S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME
 US Foods, Inc.

OR

3b. INDIVIDUAL'S LAST NAME

FIRST NAME	MIDDLE NAME	SUFFIX

3c. MAILING ADDRESS
 9399 West Higgins Road

CITY Rosemont	STATE IL	POSTAL CODE 60018	COUNTRY USA
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4. This FINANCING STATEMENT covers the following collateral:
 To secure the full and timely payment by Applicant to Seller of all now existing and hereafter arising amounts due Seller, Applicant hereby grants to Seller a priority (purchase money) security interest, and lien in and to all goods, inventory, equipment and fixtures sold to Applicant by Seller from time to time, and a separate security interest in all other assets of Applicant, including, without limitation, all of Applicant's now existing or owned or hereafter arising or acquired (a) accounts, (b) goods for sale, lease or other disposition which have given rise to Accounts and have been returned to or repossessed or stopped in transit by Applicant; and (c) goods, including, without limitation, inventory, equipment, fixtures, trade fixtures and vehicles. Applicant hereby authorizes seller to file and perfect any and all statutory lien rights and any rights under indemnity or performance bonds at any time regardless of whether payment is due to Please see attached Addendum Form(s) for Additional Collateral

5. ALTERNATIVE DESIGNATION (if applicable):	<input type="checkbox"/> LESSEE/LESSOR	<input type="checkbox"/> CONSIGNEE/CONSIGNOR	<input type="checkbox"/> BAILEE/BAILOR	<input type="checkbox"/> SELLER/BUYER	<input type="checkbox"/> AG. LIEN	<input type="checkbox"/> NON-UCC FILING
6. This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable)	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (OPTIONAL FEE)		All Debtors <input type="checkbox"/> Debtor 1 <input type="checkbox"/> Debtor 2 <input type="checkbox"/>			
8. OPTIONAL FILER REFERENCE DATA UCC# U128375						



UCC FINANCING STATEMENT ADDENDUM

Property of the GSCCCA

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME Hutcheson Medical Center, Inc.			
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME/SUFFIX

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME						
OR	11b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
11c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY
11d. SEE INSTRUCTIONS	ADDL INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any		
				<input type="checkbox"/> NONE		

12. ADDITIONAL SECURED PARTY'S or ASSIGNOR S/P'S NAME - Insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME						
OR	12b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
12c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY

13. This FINANCING STATEMENT covers timber to be cut or as-extracted collateral, or is filed as a fixture filing.

14. Description of real estate:

16. Additional collateral description:

Seller under Seller's payment terms with Applicant.

15. Name and address of a RECORD OWNER of above-described real estate (# Debtor does not have a record interest):

17. Check only if applicable and check only one box.

Debtor is a Trust or Trustee acting with respect to property held in trust or Decedent's Estate

18. Check only if applicable and check only one box.

- Debtor is a TRANSMITTING UTILITY
- Filed in connection with a Manufactured-Home Transaction
- Filed in connection with a Public-Finance Transaction

International Association of Commercial Administrators (IACA)

EXHIBIT B



**HUTCHESON MEDICAL CENTER, INC.,
NORTHERN DISTRICT OF GEORGIA,
CASE NO. 14-42863**

CUSTOMER NUMBER	CUSTOMER NAME	INVOICE/ITEM NUMBER	ITEM TYPE	INVOICE/DELIVERY DATE	AMOUNT
10860765	Parkside at Hutcheson	2828222	INVOICE	8/27/2014	\$1,115.58
10868586	Hutcheson Medical Center	2828221	INVOICE	8/27/2014	\$197.73
10868586	Hutcheson Medical Center	11640	INVOICE	9/1/2014	\$55.72
20868600	Hutcheson Medical Center - Dietary	11637	INVOICE	9/1/2014	\$3,733.23
20868600	Hutcheson Medical Center - Dietary	91905	INVOICE	9/3/2014	\$117.45
20868600	Hutcheson Medical Center - Dietary	91907	INVOICE	9/3/2014	\$8,907.43
10868586	Hutcheson Medical Center	242748	INVOICE	9/8/2014	\$113.31
10868586	Hutcheson Medical Center	242750	INVOICE	9/8/2014	\$176.96
20868600	Hutcheson Medical Center - Dietary	242746	INVOICE	9/8/2014	\$443.40
20868600	Hutcheson Medical Center - Dietary	242745	INVOICE	9/8/2014	\$4,661.62
20868600	Hutcheson Medical Center - Dietary	242747	INVOICE	9/8/2014	\$8,073.95
10860765	Parkside at Hutcheson	328781	INVOICE	9/10/2014	\$49.08
10860765	Parkside at Hutcheson	328780	INVOICE	9/10/2014	\$460.61
10860765	Parkside at Hutcheson	328782	INVOICE	9/10/2014	\$1,602.16
20868600	Hutcheson Medical Center - Dietary	328783	INVOICE	9/10/2014	\$71.46
20868600	Hutcheson Medical Center - Dietary	328787	INVOICE	9/10/2014	\$135.61
20868600	Hutcheson Medical Center - Dietary	328786	INVOICE	9/10/2014	\$582.83
20868600	Hutcheson Medical Center - Dietary	328784	INVOICE	9/10/2014	\$3,065.66
20868600	Hutcheson Medical Center - Dietary	328785	INVOICE	9/10/2014	\$6,228.87
20868600	Hutcheson Medical Center - Dietary	2970850	CR MEMO	9/11/2014	(\$1,933.24)
10868586	Hutcheson Medical Center	460002	INVOICE	9/15/2014	\$210.44
20868600	Hutcheson Medical Center - Dietary	460000	INVOICE	9/15/2014	\$129.03
20868600	Hutcheson Medical Center - Dietary	459999	INVOICE	9/15/2014	\$6,011.70
20868600	Hutcheson Medical Center - Dietary	460001	INVOICE	9/15/2014	\$6,794.54
10860765	Parkside at Hutcheson	559573	INVOICE	9/17/2014	\$35.50
10860765	Parkside at Hutcheson	559576	INVOICE	9/17/2014	\$112.28
10860765	Parkside at Hutcheson	559574	INVOICE	9/17/2014	\$248.18
10860765	Parkside at Hutcheson	559575	INVOICE	9/17/2014	\$1,667.11
10868586	Hutcheson Medical Center	559580	INVOICE	9/17/2014	\$113.31
10868586	Hutcheson Medical Center	559581	INVOICE	9/17/2014	\$53.81
20868600	Hutcheson Medical Center - Dietary	588095	INVOICE	9/17/2014	\$149.56
20868600	Hutcheson Medical Center - Dietary	559578	INVOICE	9/17/2014	\$1,294.62
20868600	Hutcheson Medical Center - Dietary	559577	INVOICE	9/17/2014	\$5,054.70
20868600	Hutcheson Medical Center - Dietary	559579	INVOICE	9/17/2014	\$5,352.05
20868600	Hutcheson Medical Center - Dietary	684969	INVOICE	9/19/2014	\$53.64
20868600	Hutcheson Medical Center - Dietary	689820	INVOICE	9/20/2014	\$59.90
10868586	Hutcheson Medical Center	691867	INVOICE	9/22/2014	\$22.40
10868586	Hutcheson Medical Center	691870	INVOICE	9/22/2014	\$38.45
20868600	Hutcheson Medical Center - Dietary	691868	INVOICE	9/22/2014	\$332.70
20868600	Hutcheson Medical Center - Dietary	691871	INVOICE	9/22/2014	\$4,289.78
20868600	Hutcheson Medical Center - Dietary	691869	INVOICE	9/22/2014	\$7,004.88
10860765	Parkside at Hutcheson	789781	INVOICE	9/24/2014	\$85.58
10860765	Parkside at Hutcheson	789780	INVOICE	9/24/2014	\$668.50
10860765	Parkside at Hutcheson	789782	INVOICE	9/24/2014	\$1,026.56
10868586	Hutcheson Medical Center	789786	INVOICE	9/24/2014	\$11.86
20868600	Hutcheson Medical Center - Dietary	789784	INVOICE	9/24/2014	\$92.06

CUSTOMER NUMBER	CUSTOMER NAME	INVOICE/ ITEM NUMBER	ITEM TYPE	INVOICE/ DELIVERY DATE	AMOUNT
20868600	Hutcheson Medical Center - Dietary	789783	INVOICE	9/24/2014	\$892.66
20868600	Hutcheson Medical Center - Dietary	789785	INVOICE	9/24/2014	\$3,140.47
20868600	Hutcheson Medical Center - Dietary	789787	INVOICE	9/24/2014	\$4,419.40
20868600	Hutcheson Medical Center - Dietary	2991794	CR MEMO	9/26/2014	(\$5.52)
20868600	Hutcheson Medical Center - Dietary	2991795	CR MEMO	9/26/2014	(\$5.52)
10868586	Hutcheson Medical Center	923400	INVOICE	9/29/2014	\$22.40
10868586	Hutcheson Medical Center	923401	INVOICE	9/29/2014	\$99.75
10868586	Hutcheson Medical Center	923402	INVOICE	9/29/2014	\$176.96
20868600	Hutcheson Medical Center - Dietary	923398	INVOICE	9/29/2014	\$2,872.92
20868600	Hutcheson Medical Center - Dietary	923399	INVOICE	9/29/2014	\$5,752.99
20868600	Hutcheson Medical Center - Dietary	2971024	CR MEMO	9/30/2014	(\$105.96)
10860765	Parkside at Hutcheson	1026765	INVOICE	10/1/2014	\$36.57
10860765	Parkside at Hutcheson	1026766	INVOICE	10/1/2014	\$365.95
10860765	Parkside at Hutcheson	1026767	INVOICE	10/1/2014	\$1,476.09
10868586	Hutcheson Medical Center	1026768	INVOICE	10/1/2014	\$113.31
20868600	Hutcheson Medical Center - Dietary	4682	SPEC DEP	10/1/2014	(\$1,000.00)
20868600	Hutcheson Medical Center - Dietary	1052050	INVOICE	10/1/2014	\$59.16
20868600	Hutcheson Medical Center - Dietary	1026770	INVOICE	10/1/2014	\$71.42
20868600	Hutcheson Medical Center - Dietary	1052049	INVOICE	10/1/2014	\$324.24
20868600	Hutcheson Medical Center - Dietary	1026769	INVOICE	10/1/2014	\$840.49
20868600	Hutcheson Medical Center - Dietary	1026771	INVOICE	10/1/2014	\$4,047.77
20868600	Hutcheson Medical Center - Dietary	1026772	INVOICE	10/1/2014	\$5,093.72
20868600	Hutcheson Medical Center - Dietary	2985957	CR MEMO	10/2/2014	(\$6.75)
20868600	Hutcheson Medical Center - Dietary	1098028	INVOICE	10/2/2014	\$23.03
10868586	Hutcheson Medical Center	1155808	INVOICE	10/6/2014	\$22.40
10868586	Hutcheson Medical Center	1155813	INVOICE	10/6/2014	\$142.47
20868600	Hutcheson Medical Center - Dietary	1155810	INVOICE	10/6/2014	\$468.00
20868600	Hutcheson Medical Center - Dietary	1155809	INVOICE	10/6/2014	\$758.40
20868600	Hutcheson Medical Center - Dietary	1155811	INVOICE	10/6/2014	\$3,483.35
20868600	Hutcheson Medical Center - Dietary	1155812	INVOICE	10/6/2014	\$6,137.29
10860765	Parkside at Hutcheson	1248402	INVOICE	10/8/2014	\$13.92
10860765	Parkside at Hutcheson	1248403	INVOICE	10/8/2014	\$93.51
10860765	Parkside at Hutcheson	1248404	INVOICE	10/8/2014	\$127.79
10860765	Parkside at Hutcheson	1284917	INVOICE	10/8/2014	\$239.60
10860765	Parkside at Hutcheson	1248405	INVOICE	10/8/2014	\$1,521.47
20868600	Hutcheson Medical Center - Dietary	1248406	INVOICE	10/8/2014	\$141.98
20868600	Hutcheson Medical Center - Dietary	1248407	INVOICE	10/8/2014	\$489.26
20868600	Hutcheson Medical Center - Dietary	1248408	INVOICE	10/8/2014	\$4,756.15
20868600	Hutcheson Medical Center - Dietary	1248409	INVOICE	10/8/2014	\$4,858.79
10860765	Parkside at Hutcheson	1329936	INVOICE	10/9/2014	\$243.48
10868586	Hutcheson Medical Center	1387134	INVOICE	10/13/2014	\$351.99
10868586	Hutcheson Medical Center	1387136	INVOICE	10/13/2014	\$117.42
20868600	Hutcheson Medical Center - Dietary	1387133	INVOICE	10/13/2014	\$4,025.49
20868600	Hutcheson Medical Center - Dietary	1387132	INVOICE	10/13/2014	\$6,010.74
10860765	Parkside at Hutcheson	1472044	INVOICE	10/14/2014	\$154.66
10860765	Parkside at Hutcheson	1489421	INVOICE	10/15/2014	\$187.02
10860765	Parkside at Hutcheson	1489423	INVOICE	10/15/2014	\$345.78
10860765	Parkside at Hutcheson	1489422	INVOICE	10/15/2014	\$456.21
10860765	Parkside at Hutcheson	1489424	INVOICE	10/15/2014	\$1,563.76
20868600	Hutcheson Medical Center - Dietary	1489425	INVOICE	10/15/2014	\$526.80
20868600	Hutcheson Medical Center - Dietary	1489426	INVOICE	10/15/2014	\$1,580.72
20868600	Hutcheson Medical Center - Dietary	1489427	INVOICE	10/15/2014	\$3,625.83
20868600	Hutcheson Medical Center - Dietary	1489428	INVOICE	10/15/2014	\$4,891.51
10868586	Hutcheson Medical Center	1614573	INVOICE	10/20/2014	\$11.86
20868600	Hutcheson Medical Center - Dietary	1614570	INVOICE	10/20/2014	\$346.41

CUSTOMER NUMBER	CUSTOMER NAME	INVOICE/ ITEM NUMBER	ITEM TYPE	INVOICE/ DELIVERY DATE	AMOUNT
20868600	Hutcheson Medical Center - Dietary	1614572	INVOICE	10/20/2014	\$2,451.31
20868600	Hutcheson Medical Center - Dietary	1614571	INVOICE	10/20/2014	\$6,700.63
10860765	Parkside at Hutcheson	1709789	INVOICE	10/22/2014	\$187.02
10860765	Parkside at Hutcheson	1709790	INVOICE	10/22/2014	\$548.37
10860765	Parkside at Hutcheson	1709791	INVOICE	10/22/2014	\$1,532.88
10868586	Hutcheson Medical Center	1709792	INVOICE	10/22/2014	\$55.72
10868586	Hutcheson Medical Center	1709793	INVOICE	10/22/2014	\$77.45
20868600	Hutcheson Medical Center - Dietary	1743285	INVOICE	10/22/2014	\$62.39
20868600	Hutcheson Medical Center - Dietary	1709794	INVOICE	10/22/2014	\$68.40
20868600	Hutcheson Medical Center - Dietary	1709788	INVOICE	10/22/2014	\$115.34
20868600	Hutcheson Medical Center - Dietary	1709795	INVOICE	10/22/2014	\$556.55
20868600	Hutcheson Medical Center - Dietary	1709796	INVOICE	10/22/2014	\$1,843.44
20868600	Hutcheson Medical Center - Dietary	1709797	INVOICE	10/22/2014	\$5,715.83
10868586	Hutcheson Medical Center	1846387	INVOICE	10/27/2014	\$113.31
10868586	Hutcheson Medical Center	1846388	INVOICE	10/27/2014	\$60.02
20868600	Hutcheson Medical Center - Dietary	1846386	INVOICE	10/27/2014	\$2,004.79
20868600	Hutcheson Medical Center - Dietary	1846389	INVOICE	10/27/2014	\$5,933.40
10860765	Parkside at Hutcheson	1951387	INVOICE	10/29/2014	\$130.08
10860765	Parkside at Hutcheson	1951386	INVOICE	10/29/2014	\$743.85
10860765	Parkside at Hutcheson	1951385	INVOICE	10/29/2014	\$1,971.48
10868586	Hutcheson Medical Center	1951392	INVOICE	10/29/2014	\$35.71
20868600	Hutcheson Medical Center - Dietary	1951389	INVOICE	10/29/2014	\$107.13
20868600	Hutcheson Medical Center - Dietary	1951388	INVOICE	10/29/2014	\$963.36
20868600	Hutcheson Medical Center - Dietary	1951390	INVOICE	10/29/2014	\$3,216.10
20868600	Hutcheson Medical Center - Dietary	1951391	INVOICE	10/29/2014	\$4,253.29
20868600	Hutcheson Medical Center - Dietary	2065959	INVOICE	10/31/2014	\$14.28
10868586	Hutcheson Medical Center	2084131	INVOICE	11/3/2014	\$60.02
10868586	Hutcheson Medical Center	2084134	INVOICE	11/3/2014	\$35.71
20868600	Hutcheson Medical Center - Dietary	2084133	INVOICE	11/3/2014	\$115.56
20868600	Hutcheson Medical Center - Dietary	2084130	INVOICE	11/3/2014	\$544.06
20868600	Hutcheson Medical Center - Dietary	2084129	INVOICE	11/3/2014	\$3,376.98
20868600	Hutcheson Medical Center - Dietary	2084132	INVOICE	11/3/2014	\$6,122.23
10860765	Parkside at Hutcheson	2163718	INVOICE	11/5/2014	\$93.51
10860765	Parkside at Hutcheson	2163719	INVOICE	11/5/2014	\$337.57
10860765	Parkside at Hutcheson	2163720	INVOICE	11/5/2014	\$1,329.55
10868586	Hutcheson Medical Center	2163717	INVOICE	11/5/2014	\$52.23
10868586	Hutcheson Medical Center	2163724	INVOICE	11/5/2014	\$112.35
20868600	Hutcheson Medical Center - Dietary	2955396	CR MEMO	11/5/2014	(\$75.82)
20868600	Hutcheson Medical Center - Dietary	2163722	INVOICE	11/5/2014	\$310.58
20868600	Hutcheson Medical Center - Dietary	2163721	INVOICE	11/5/2014	\$4,217.62
20868600	Hutcheson Medical Center - Dietary	2163723	INVOICE	11/5/2014	\$4,675.58
10868586	Hutcheson Medical Center	2292172	INVOICE	11/7/2014	\$462.56
10868586	Hutcheson Medical Center	2301162	INVOICE	11/10/2014	\$61.52
20868600	Hutcheson Medical Center - Dietary	2301160	INVOICE	11/10/2014	\$65.59
20868600	Hutcheson Medical Center - Dietary	2301159	INVOICE	11/10/2014	\$323.10
20868600	Hutcheson Medical Center - Dietary	2301164	INVOICE	11/10/2014	\$1,103.11
20868600	Hutcheson Medical Center - Dietary	2301161	INVOICE	11/10/2014	\$1,815.96
20868600	Hutcheson Medical Center - Dietary	2301163	INVOICE	11/10/2014	\$4,557.53
10860765	Parkside at Hutcheson	2393301	INVOICE	11/12/2014	\$63.99
10860765	Parkside at Hutcheson	2393302	INVOICE	11/12/2014	\$128.07
10860765	Parkside at Hutcheson	2393303	INVOICE	11/12/2014	\$805.36
10868586	Hutcheson Medical Center	2999316	CR MEMO	11/12/2014	(\$22.40)
20868600	Hutcheson Medical Center - Dietary	2393306	INVOICE	11/12/2014	\$45.87
20868600	Hutcheson Medical Center - Dietary	2393304	INVOICE	11/12/2014	\$532.11
20868600	Hutcheson Medical Center - Dietary	2393305	INVOICE	11/12/2014	\$4,517.53

CUSTOMER NUMBER	CUSTOMER NAME	INVOICE/ ITEM NUMBER	ITEM TYPE	INVOICE/ DELIVERY DATE	AMOUNT
20868600	Hutcheson Medical Center - Dietary	2393307	INVOICE	11/12/2014	\$6,891.72
10868586	Hutcheson Medical Center	2525317	INVOICE	11/17/2014	\$47.50
20868600	Hutcheson Medical Center - Dietary	2525315	INVOICE	11/17/2014	\$745.24
20868600	Hutcheson Medical Center - Dietary	2525314	INVOICE	11/17/2014	\$4,274.97
20868600	Hutcheson Medical Center - Dietary	2525316	INVOICE	11/17/2014	\$6,504.18
20868600	Hutcheson Medical Center - Dietary	2612357	INVOICE	11/18/2014	\$15.22
20868600	Hutcheson Medical Center - Dietary	2612359	INVOICE	11/18/2014	\$3,143.32
10860765	Parkside at Hutcheson	2618685	INVOICE	11/19/2014	\$878.29
10860765	Parkside at Hutcheson	2618686	INVOICE	11/19/2014	\$1,852.78
10868586	Hutcheson Medical Center	2618687	INVOICE	11/19/2014	\$112.35
10868586	Hutcheson Medical Center	2618690	INVOICE	11/19/2014	\$61.52
20868600	Hutcheson Medical Center - Dietary	2618689	INVOICE	11/19/2014	\$9.78
20868600	Hutcheson Medical Center - Dietary	2652523	INVOICE	11/19/2014	\$53.30
20868600	Hutcheson Medical Center - Dietary	2618683	INVOICE	11/19/2014	\$1,089.25
20868600	Hutcheson Medical Center - Dietary	2618684	INVOICE	11/19/2014	\$4,363.84
20868600	Hutcheson Medical Center - Dietary	2618688	INVOICE	11/19/2014	\$4,684.95
20868600	Hutcheson Medical Center - Dietary	2696037	INVOICE	11/20/2014	\$14.04
20868600	Hutcheson Medical Center - Dietary	2985812	CR MEMO	11/28/2014	(\$4,102.53)
20868600	Hutcheson Medical Center - Dietary	2915707	INVOICE	11/28/2014	\$71.01

Amount entitled to 503(b)(9) Priority
Total Amount of Secured Claim

\$66,492.64
\$261,112.66

This claim is secured by UCC-1 filed and recorded with the Fayette County Clerk of Superior Court as File Number 056-2012-001495. A portion of this claim is entitled to priority under 11 U.S.C. § 507(a)(2); goods delivered within 20 days of the Petition Date. Invoices are voluminous, but will be made available upon request.



April 30, 2015

VIA FEDERAL EXPRESS

BMC Group
Attn: Hutcheson Medical Center, Inc. Claims Processing
300 N. Continental Blvd., #570
El Segundo, CA 90245

Re: Hutcheson Medical Center, Inc., Case No. 14-42863-pwb

Good Morning:

Enclosed for filing in the above referenced case, please find (i) the proof of claim of US Foods, Inc. in the secured amount of \$261,112.66; and the 503(b)(9) Request Form of US Foods in the priority amount of \$66,492.64.

Please return file stamped copies of the claims via the enclosed self addressed and prepaid FedEx envelope.

If you have any questions regarding this request, please contact me at 847-720-2369, or by email at kerry.carlson@usfoods.com.

Regards,

A handwritten signature in black ink, appearing to read "Kerry Carlson", written over a horizontal line.

Kerry Carlson
Lead Bankruptcy Paralegal

cc: Jimmy Whitlock, US Foods, Inc. (w/enclosures)