



**IT IS ORDERED as set forth below:**

**Date: July 21, 2016**

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**Paul W. Bonapfel**  
U.S. Bankruptcy Court Judge

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

**IN RE:** ) **CHAPTER 11**  
 )  
**HUTCHESON MEDICAL CENTER, INC.,** )  
**et al.,** ) **Jointly Administered Under**  
 ) **CASE NO. 14-42863-pwb**  
**Debtors.** )

**TWELFTH INTERIM ORDER GRANTING MOTION FOR  
AUTHORITY TO USE CASH COLLATERAL**

THIS CAUSE came before the Court at a hearing at 11:30 a.m. on June 21, 2016, (the “**Hearing**”), to consider continued interim relief pursuant to the *Motion for Authority to Use Cash Collateral and Request for Emergency Hearing*, Docket No. 7 (the “**Motion**”), filed on November 20, 2014, by Hutcheson Medical Center, Inc. and (“**HMC**”) and Hutcheson Medical Division, Inc. (“**HMD**”), debtors (collectively, the “**Debtors**”)<sup>1</sup> in these chapter 11 cases (the “**Cases**”), pursuant to sections 105, 361, 362, 363 and 507(b) of title 11 of

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<sup>1</sup> By Order entered on September 21, 2015, Docket No. 345, the appointment of Ronald Glass (the “**Trustee**”) as Chapter 11 Trustee for the Debtors’ bankruptcy estates was approved by the Court. The Trustee has been substituted as the movant under the Motion.

the United States Code (the “**Bankruptcy Code**”) and Rules 2002, 4001, and 6004 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), seeking the entry of an order granting, *inter alia*, the following relief:

a. Authorization under section 363 of the Bankruptcy Code and Bankruptcy Rules 4001(b) and 6004 for the Trustee to use as cash collateral (as defined in section 363(a) of the Bankruptcy Code) the proceeds and any revenues from the Prepetition Collateral (as defined below) (the “**Cash Collateral**”) that the Trustee is holding or may obtain for general working capital purposes and general corporate purposes relating to the post-petition operations in accordance with the terms of a proposed budget (the “**Budget**”), a copy of which is annexed hereto as **Exhibit A**, which, subject to the Carve Out (as defined in Paragraph 12 below), supersedes and replaces the budgets attached to the prior Interim Orders (as defined below);

b. Authorization for the Trustee to perform such other acts as may be necessary pursuant to the provisions of this twelfth interim order granting the foregoing relief and such other relief as provided herein (the “**Twelfth Interim Order**”);

c. Authorization for the Trustee, on behalf of the Debtors’ estates, to continue to use the Cash Collateral of Regions Bank (“**Regions**”) and U.S. Foods, Inc. (“**U.S. Foods**”) (collectively, the “**Secured Parties**”) in accordance with the provisions of this Twelfth Interim Order;

d. Authorization for the Trustee to use the proceeds of the Secured Parties’ collateral in accordance with the Budget;

e. Authorization for the Trustee to provide adequate protection to the Secured Parties pursuant to the terms of this Twelfth Interim Order based upon the use of their Cash Collateral;

f. To vacate and modify the automatic stay imposed by section 362 of the Bankruptcy Code solely to the extent necessary to implement and effectuate the terms of this Twelfth Interim Order; and

g. To waive any applicable stay as provided in the Bankruptcy Rules and provide for the immediate effectiveness of this Twelfth Interim Order.

A request having been made in the Motion that pending a final hearing on the Motion (the “**Final Hearing**”); and the granting of adequate protection to the Secured Parties on an interim basis; and upon finding that notice of the Hearing was given to: (a) United States Trustee; (b) the Debtors’ material prepetition and post-petition secured lenders or any agent therefor; (c) the holders of the 30 largest unsecured claims on a consolidated basis; (d) the United States Trustee; (e) the County Attorneys for Walker, Dade and Catoosa Counties (the “**Counties**”); (f) The Hospital Authority of Walker, Dade, and Catoosa Counties (the “**Authority**”); (g) counsel to the Committee (as defined below); (h) the Ombudsman (as defined below); (i) all parties known by the Debtors claiming to have liens on or security interests in any of the Debtors’ property; and (j) all parties in interest who have requested notice pursuant to Bankruptcy Rule 2002 (collectively, the “**Notice Parties**”), in accordance with Bankruptcy Rules 2002 and 4001(b), (c) and (d); and upon finding that this Court has jurisdiction over the matters raised in the Motion pursuant to 28 U.S.C. §§ 157(b) and 1334; and upon finding that venue is proper in this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and the Hearing to consider the Motion on an interim basis having been held and concluded; and all objections, if any, to the relief requested in the Motion having been withdrawn, resolved or overruled by the Court; and it appearing to the Court that granting the relief is fair and reasonable and in the best interest of the Debtors’ estates and creditors, and is essential

for the continued operation of the Debtors' businesses and/or the sale of the Debtors' assets, as approved by separate orders of the Court; and after due deliberation and consideration, and good and sufficient cause appearing therefor, it is hereby found:<sup>2</sup>

A. Petition Date. On November 20, 2014 (the "**Petition Date**"), the Debtors each filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Northern District of Georgia (the "**Court**"), thereby commencing these Cases.

B. Trustee. During the pendency of these Cases, HMC has operated a 179-bed hospital (the "**Hospital**") and related ancillary facilities, including, without limitation, a skilled nursing home and an ambulatory surgery center, located in Ft. Oglethorpe, Georgia, known as Hutcheson Medical Center (collectively, the "**Medical Center**"). The Medical Center has been a vital part of the Northwest Georgia community, including the Counties, at times employing in excess of 700 individuals and providing an important resource by serving the healthcare needs of the residents of the community. More than 200 of the area's finest physicians with privileges at the Medical Center, along with experienced registered nurses and highly trained clinical staff, have provided compassionate, cost-effective healthcare to the community. Since his appointment, the Trustee has performed his statutory duties with respect to the Debtors' operations and assets.

i. Real Property. HMC has leased certain of the land and buildings that comprise the Medical Center, including, without limitation, the land and buildings on which the Hospital and the skilled nursing facility (the "**SNF**") are located (the "**Subject Property**"),

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<sup>2</sup> To the extent any portion of these findings constitutes a ruling of law, such portion shall constitute this Court's ruling with respect to the matters so-stated.

pursuant to a long term Lease (as amended and modified from time to time, the “**Lease**”), dated as of January 24, 1995, between HMC and the Authority. The Subject Property is critical to the continued operation of the Medical Center pending the sales of the Hospital and the SNF. As of the Petition Date, HMC owned the land and building where the ambulatory surgery center (the “**Surgery Center**”) located on Battlefield Parkway, Ft. Oglethorpe, Georgia was operated as part of the Medical Center. On or about December 17, 2015, the Court entered an Order Granting Motion (A) for Authority to Sell Assets to ValorBridge Partners, LLC or its Permitted Assignee Free And Clear Of Liens, Claims, and Encumbrances (B) to Assume and Assign Certain Executory Contracts, Leases and Licenses and Establish Cure Costs in Connection Therewith; (C) to Establish Procedures with Respect to Such Sale and the Assumption and Assignment of Executory Contracts and Leases, (D) to Consider Approval of Breakup Fee, and (E) to Shorten and Limit Notice, Docket No. 505 (the “**ValorBridge Sale Order**”), pursuant to which the Trustee was authorized to sell certain assets, including the Hospital, to ValorBridge Partners, LLC (“**ValorBridge**”), on terms and conditions approved therein. The ValorBridge Sale Order also modified the automatic stay to authorize Regions to exercise its rights and remedies under its loan documents and applicable law with respect to, *inter alia*, the Surgery Center, and all furniture, fixtures, and equipment located in the Surgery Center (collectively, the “**Surgery Center Collateral**”) and the Cash Collateral securing the Letters of Credit (as defined in Exhibit B hereto).

ii. *Personal Property.* The Debtors have receivables and or payment rights from Medicare, Medicaid, and other payors for healthcare services they provide (collectively, the “**Receivables**”). In addition, the Debtors own other valuable personal property assets, including,

without limitation, cash on hand, furniture, fixtures, equipment, inventory, intellectual property and various causes of action.

C. Committee. On December 2, 2014, the United States Trustee (the “**U.S. Trustee**”) appointed the Official Committee of Unsecured Creditors (the “**Committee**”) in these Cases pursuant to section 1102 of the Bankruptcy Code.

D. Ombudsman. On December 14, 2014, the U.S. Trustee appointed Susan N. Goodman, RN JD, to serve as the patient care ombudsman (the “**Ombudsman**”) in connection with the Debtors’ hospital and patient care facilities.

E. Jurisdiction. This Court has core jurisdiction over the Cases, this Motion, and the parties and property affected hereby pursuant to 28 U.S.C. §§ 157(b) and 1334.

F. Notice. Notice of the Motion, the relief requested in the Motion, and the Hearing was served by the Debtors and the Trustee on the Notice Parties. Under the circumstances, the notice given by the Debtors and the Trustee of the Motion, the relief requested in the Motion, and the Hearing: (i) was, in the Debtors’ good faith belief, the best available under the circumstances; (ii) constitutes due and sufficient notice thereof; and (iii) complies with Bankruptcy Rules 4001(b) and 4001(c). No further notice of the relief sought at the Hearing is necessary or required.

G. Regions Prepetition Secured Debt. The following prepetition secured obligations (as set forth more fully in the Motion) are owed to Regions by HMC:

i. Prior to the Petition Date, HMC and Regions entered into, or caused the entry, of those certain “**Financing Documents**” listed on **Exhibit B** hereto and incorporated herein by reference. To secure the obligations to Regions under the Financing Documents, Regions was granted properly perfected, first priority liens on and security interests in and to all of HMC’s

rights, title and interests in and to the following property (the “**Regions Prepetition Collateral**”):

(i) real property, improvements and fixtures comprising the Surgery Center; and (ii) all of HMC’s respective personal property, both tangible and intangible, including, without limitation, the following property: certificates of need and licenses for any and all facilities owned and/or operated by HMC to the extent permitted by law; furniture, fixtures and equipment (that are not leased from an unrelated third party); deposit accounts (including the Collateral Proceeds Account (as defined in the Forbearance Agreement)); inventory; intellectual property; contracts and leases; general intangibles (including enterprise value); all other tangible and intangible property, including the Receivables, and the cash proceeds of the foregoing.

ii. As set forth in Regions amended proof of claim (Claim No. 351, which amended Claim No. 303), the amount due and owing to Regions under the Financing Documents as of the Petition Date was \$26,263,448.08 (the “**Regions Claim**”), including principal, interest, attorneys’ fees and other charges allowed under the Financing Documents.

H. U.S. Foods Prepetition Secured Debt. U.S. Foods asserts a valid, properly perfected security interest in certain goods of the Debtors (the “**U.S. Foods Prepetition Collateral**”) to secure the Debtors’ prepetition obligations to U.S. Foods pursuant to: (i) a security interest allegedly granted by HMC in favor of U.S. Foods under the terms of a Customer Account Application executed on or about September 26, 2012, and (ii) a UCC-1 financing statement filed on or about October 3, 2012, with the Clerk of the Superior Court of Fayette County, Georgia, File No. 056-2012-001495 (collectively, the “**U.S. Foods Credit Documents**”). U.S. Foods asserts that one or both Debtors was indebted to it on the Petition Date in the approximate amount of

\$265,000.00 (the “**U.S. Foods Claim**”). The Regions Prepetition Collateral and the U.S. Foods Prepetition Collateral shall be referred to collectively herein as the “**Prepetition Collateral**.”

I. *Interim Use of Cash Collateral*. On November 25, 2014, the Court entered that certain *Interim Order Granting Motion for Authority to Use Cash Collateral*, Docket No. 31 (the “**First Interim Order**”). On January 9, 2015, the Court entered that certain *Corrected Second Interim Order Granting Motion for Authority to Use Cash Collateral*, Docket No. 107 (the “**Second Interim Order**”). On February 20, 2015, the Court entered that certain *Third Interim Order Granting Motion for Authority to Use Cash Collateral*, Docket No. 148 (the “**Third Interim Order**”). On March 6, 2015, the Court entered that certain *Fourth Interim Order Granting Motion for Authority to Use Cash Collateral*, Docket No. 176 (the “**Fourth Interim Order**”). On April 7, 2015, the Court entered that certain *Fifth Interim Order Granting Motion for Authority to Use Cash Collateral*, Docket No. 198 (the “**Fifth Interim Order**”). On May 19, 2015, the Court entered that certain *Sixth Interim Order Granting Motion for Authority to Use Cash Collateral*, Docket No. 216 (the “**Sixth Interim Order**”). On July 2, 2015, the Court entered that certain *Seventh Interim Order Granting Motion for Authority to Use Cash Collateral*, Docket No. 275 (the “**Seventh Interim Order**”). On August 11, 2015, the Court entered that certain *Eighth Interim Order Granting Motion for Authority to Use Cash Collateral*, Docket No. 294 (the “**Eighth Interim Order**”). On September 15, 2015, the Court entered that certain *Ninth Interim Order Granting Motion for Authority to Use Cash Collateral*, Docket No. 329 (the “**Ninth Interim Order**”). On April 15, 2016, the Court entered that certain *Tenth Interim Order Granting Motion for Authority to Use Cash Collateral*, Docket No. 583 (the “**Tenth Interim Order**”). On May 11, 2016, the Court entered that certain *Eleventh Interim Order Granting Motion for Authority to Use*



*Cash Collateral*, Docket No. 601 (the “**Eleventh Interim Order**”), together with the First Interim Order, Second Interim Order, Third Interim Order, Fourth Interim Order, Fifth Interim Order, Sixth Interim Order, Seventh Interim Order, Eighth Interim Order, Ninth Interim, and Tenth Interim Order, the “**Interim Orders**”). The Interim Orders approved the Motion on an interim basis to allow the Debtors emergency and continued use of Cash Collateral pursuant to the terms set forth therein.

J. *Findings Regarding the Use of the Cash Collateral.*

i. *Good Cause.* Good cause has been shown for the entry of this Twelfth Interim Order.

ii. *Ongoing Need.* The Trustee has an ongoing need for the use of Cash Collateral to wind up and administer the Debtors’ estates and the Debtors’ remaining assets. Access to Cash Collateral is vital to the administration of the Debtors’ estates. Absent the continued interim use of the Cash Collateral, the Trustee will not have sufficient resources to administer the Debtors’ estates. Without the continued use of Cash Collateral as provided in this Twelfth Interim Order pending a final hearing on the Motion, serious and irreparable harm could result to the Debtors’ estates.

iii. *Fair and Reasonable Terms.* The terms of the use of the Cash Collateral are fair and reasonable, reflect the Trustee’s exercise of prudent business judgment consistent with his fiduciary duties and constitute reasonably equivalent value and fair consideration.

iv. *Irreparable Harm.* Absent granting the relief set forth in this Twelfth Interim Order, the Debtors’ estates will be immediately and irreparably harmed. Continued use of

Cash Collateral in accordance with the provisions of this Twelfth Interim Order is therefore in the best interests of the Debtors' estates, the Secured Parties, and the Debtors' other creditors.

K. Findings Regarding the Need for Adequate Protection.

i. The Trustee has requested the use of the Secured Parties' Cash Collateral. The Secured Parties do not consent to the continued use of Cash Collateral except upon the terms and conditions of this Twelfth Interim Order.

ii. The Trustee wishes to provide adequate protection of the liens and security interests of the Secured Parties as set forth in this Twelfth Interim Order. In consideration for the Trustee's use of Cash Collateral, the Secured Parties shall be entitled to receive adequate protection, as set forth in this Twelfth Interim Order and pursuant to sections 361 and 363 of the Bankruptcy Code, for any diminution in the value of their respective interests in the Prepetition Collateral resulting from, among other things, use of Cash Collateral, the subordination to the Carve Out (as defined below), the use, sale or lease of such Prepetition Collateral, and the imposition of the automatic stay from and after the Petition Date (collectively, and solely to the extent of such diminution in value, the "**Diminution in Value**").

Based upon the foregoing findings and conclusions, the Motion and the record before the Court with respect to the Motion, and good and sufficient cause appearing therefor,

**IT IS HEREBY ORDERED**, as follows:

1. **Objections Overruled.** All objections to the entry of this Twelfth Interim Order are hereby overruled to the extent they have not otherwise been resolved or withdrawn.

2. **Authorization to Use of Cash Collateral.**

(a) Subject to the terms and conditions contained herein, the Trustee is authorized to use Cash Collateral through the earlier of (i) August 12,, 2016, (ii) the occurrence of a Cash Collateral Termination Event (as defined below), and (iii) the entry of a final order (the, “**Final Order**”) authorizing the use of Cash Collateral (collectively, the “**Usage Period**”); provided, however, that such use of Cash Collateral in accordance with this Twelfth Interim Order shall be limited solely for the actual and necessary expenses of winding up and administering the Debtors’ remaining assets, preserving the Debtors’ remaining assets and administering these bankruptcy estates during the Usage Period as set forth in the Budget, which Budget shall be in form and substance acceptable to and approved by Regions in its sole discretion and shall only be amended or modified with prior written consent of Regions.

(b) Unless otherwise authorized by the Court, the amount of Cash Collateral which the Trustee may use during the Usage Period shall not exceed in the aggregate 115% of each line item, and 110% of total expenditures, set forth in the Budget; provided, however, that in addition to items set forth in the Budget, the Trustee shall be permitted to pay the actual expenses incurred for utility deposits, Court-approved fees and expenses of the Ombudsman (the “**Ombudsman Fees**”) and fees of the Office of the United States Trustee pursuant to 28 U.S.C. §1930 (the “**U.S. Trustee Fees**”). In the event the use of Cash Collateral terminates in the middle of a week, the amount budgeted for that week shall be prorated accordingly.

(c) Notwithstanding anything in this Twelfth Interim Order to the contrary, Trustee is not authorized by this Twelfth Interim Order to use (i) any of Regions’ Prepetition Collateral, including any Cash Collateral, that secures the Letters of Credit (as defined in Exhibit

B), or (ii) the proceeds of any lease, sublease, license or sale outside the ordinary course of business of the Debtors' assets, including, without limitation, any of Regions' Prepetition Collateral for any purpose except as hereafter consented to by Regions or ordered by this Court.

(d) Nothing in this Twelfth Interim Order or any subsequent order concerning the extension of post-petition financing to the Trustee or the use of Cash Collateral by the Trustee shall entitle the Trustee to use any portion of the Prepetition Collateral, except as expressly authorized herein, and no lien or other interest may be granted in the Prepetition Collateral to any third party, including, but not limited to, any post-petition lender without Regions' prior written consent.

3. **Adequate Protection.**

(a) Adequate Protection Provided to Regions. Each of the Secured Parties is entitled to receive adequate protection on account of its interests in the Prepetition Collateral pursuant to sections 361 and 363 of the Bankruptcy Code.

i. *Replacement Lien.* In consideration for the use of the Cash Collateral by the Debtors and the Trustee on and after the Petition Date, each of the Secured Parties is hereby granted a valid, perfected and enforceable continuing replacement lien and security interest (the "**Replacement Lien**"), in and upon all assets of the Debtors' estates existing on or after the Petition Date of the same nature and type, and to the same extent and validity, as the Prepetition Collateral securing the Regions Claim and the U.S. Foods Claim, respectively, including, without limitation, all of the Debtors' post-petition Receivables, contract rights, inventory, furniture, machinery and equipment, licenses, general intangibles, and such other property in which each of the Secured Parties had an interest prior to the initiation of these Cases, whether such property was owned on

the Petition Date or thereafter created, acquired or arising, and improvements, additions and extensions thereto, all replacements thereof, all books and records with respect thereto and all products and proceeds of the foregoing, specifically including any proceeds of the foregoing deposited in bank accounts opened prepetition by the Debtors, the accounts opened by the Debtors or the Trustee after the Petition Date and the accounts themselves, subject only to the Carve Out, to the same extent, validity, perfection, enforceability and priority of the liens and security interests of the Secured Parties in the Prepetition Collateral as of the Petition Date. Notwithstanding anything to the contrary herein, the Replacement Lien shall not extend to any avoidance actions which may be asserted by or on behalf of the Debtors, their estates or the Committee (in lieu of the Debtors or the Trustee subject to the provisions of the Bankruptcy Code) pursuant to sections 544, 547, 548, 549 or 550 of the Bankruptcy Code (“**Avoidance Actions**”) or the proceeds thereof.

ii. *Supplemental Lien.* As additional adequate protection, and solely to the extent the Replacement Lien does not adequately protect the Secured Parties’ respective interests in the Cash Collateral against any Diminution in Value resulting from the Trustee’s use of Cash Collateral, each of the Secured Parties is hereby granted a valid, perfected and enforceable continuing supplemental lien and security interest (the “**Supplemental Lien**”) in all of the assets of the Debtors’ estates of any kind or nature whatsoever within the meaning of section 541 of the Bankruptcy Code, whether acquired or arising prepetition or post-petition, together with all proceeds, rents, products, and profits thereof inclusive of all causes of action of any kind or nature (excluding the Avoidance Actions and the proceeds thereof), subject only to prior valid and perfected liens existing as of the Petition Date and the Carve Out.

iii. *Treatment of the Adequate Protection Liens.* Unless otherwise provided herein, each of the Replacement Lien and the Supplemental Lien (together, the “**Adequate Protection Liens**”) shall be valid and enforceable against the Trustee, the Debtors, their estates and any successors thereto, including without limitation, any trustee, the Committee, or other estate representative appointed in the Cases, or any case under chapter 7 of the Bankruptcy Code upon the conversion of any of the Cases, or in any other proceedings superseding or related to any of the foregoing (collectively, “**Successor Cases**”), and/or upon the dismissal of any of the Cases or Successor Cases. The Adequate Protection Liens shall not be subject to sections 510, 549, or 550 of the Bankruptcy Code.

iv. *Additional Liens.* The assets subject to the Adequate Protection Liens (the “**Post-Petition Collateral**”) shall be in addition to (a) all other rights of Regions under the Financing Documents, including its liens and security interests in the Regions Prepetition Collateral, and (b) all other rights of U.S. Foods under the U.S. Foods Credit Documents, including its liens and security interests in the U.S. Foods Prepetition Collateral. The Adequate Protection Liens shall not be: (A) subject or subordinate to (1) any lien or security interest that is avoided and preserved for the benefit of the Debtors and their estates under section 551 of the Bankruptcy Code, (2) any liens arising after the Petition Date, including, without limitation, any liens or security interests in favor of any federal, state, municipal or other government unit, commission, board or court for any tax liability of the Debtors, whether secured or unsecured, including property taxes for which liability is *in rem*, *in personam*, or both, except a tax of a kind specified in section 507(a)(8) of the Bankruptcy Code and any real property tax liens afforded senior priority under state law, or (3) any intercompany or affiliate liens of the Debtors; or (B) subordinated to or made

*pari passu* with any other lien or security interest under sections 363 or 364 of the Bankruptcy Code or otherwise.

v. *Financial Information.* As additional adequate protection of Regions' security interests in the Cash Collateral, the Trustee shall allow the Committee, Regions and the Committee's and Regions' respective attorneys, financial advisors, and other consultants reasonable access upon reasonable notice during normal business hours to the premises, officers, employees, auditors, appraisers and financial advisors of the Trustee in order to conduct reviews, appraisals, analyses and/or audits of the Prepetition Collateral, the Post-Petition Collateral, and the Debtors' books and records, and shall otherwise reasonably cooperate in providing any other financial information requested by Regions or the Committee. The Trustee shall furnish such other reports and information as may be reasonably requested from time to time by Regions or the Committee. From and after the entry of this Twelfth Interim Order, the Trustee shall provide to Regions and the Committee on Wednesday of each week, a weekly report in the same form as the Budget indicating all expenses accrued during the prior week, all receipts received and disbursements made by the Trustee in the week ending the prior Friday compared to the Budget and detailing any variances of more than 5% and at least \$10,000 from the expenditures and receipts in the Budget and the ending cash balance for that week. Regions and the Committee shall have independent access to the Trustee's financial advisor and investment banker to discuss matters relating to the Cases. Nothing in this paragraph shall be construed to require the Trustee, the Debtors or their professionals to waive, or provide any information protected by, attorney-client, work product doctrine or other applicable privilege.

vi. *Reduction or Invalidation of Post-Petition Collateral.* In the event any of the Secured Party's security interests in or liens upon the Debtors' assets is reduced or invalidated by order of this Court, then its security interests in and liens upon the Post-Petition Collateral granted by this Twelfth Interim Order shall be reduced or invalidated commensurately.

vii. *Renewal of Letters of Credit.* The Trustee is authorized to renew the Letters of Credit (as defined in Exhibit B) and to pay Regions from Cash Collateral any fees related thereto upon such terms and in the manner provided in the Letters of Credit and other related Financing Documents.

viii. *No Senior Lien in ValorBridge DIP Collateral.* Notwithstanding anything to the contrary in this Twelfth Interim Order, the liens and security interests granted to the Secured Parties hereunder shall at all times be junior to any liens granted in favor of ValorBridge under the Final Order: (A) Authorizing the Debtor to Obtain Post-Petition Financing; (B) Granting Superpriority Liens; and (C) Granting Related Relief, entered by the Court on December 17, 2015, Docket No. 506, as amended by the Order Granting Amendment Of Senior Secured Debtor-In-Possession Loan Documents Under Section 364 Of The Bankruptcy Code And Granting Related Relief, entered by the Court on April 15, 2016, Docket No. 584 (the "**ValorBridge DIP Order**"), in the "DIP Collateral" (as defined in the ValorBridge DIP Order).

4. **Deposits of Cash Collateral.** All Cash Collateral shall be deposited in the Debtor-in-Possession account(s) (controlled now by the Trustee) established in accordance with the U. S. Trustee guidelines, except as otherwise approved by the U. S. Trustee or order of the Court.

5. **Accounting.** The Trustee shall at all times (a) sequester, segregate and account for all Cash Collateral that comes into his possession, custody or control, (b) keep and provide upon



request records reasonably sufficient for the Secured Parties to determine the status of Cash Collateral collections and expenditures, and (c) shall provide to counsel for the Secured Parties copies of the monthly operating reports filed with this Court and with the Office of the United States Trustee.

6. **Deemed Request for Stay Relief.** This Twelfth Interim Order shall be deemed to constitute a request by the Secured Parties for relief from the automatic stay with respect to the Prepetition Collateral and for adequate protection for the use of the Cash Collateral as of the Petition Date.

7. **Modification of Automatic Stay.** The automatic stay imposed under section 362(a) of the Bankruptcy Code is hereby modified as necessary to effectuate all of the terms and provisions of this Twelfth Interim Order, including, without limitation, to: (a) permit the Trustee to grant the Adequate Protection Liens; and (b) permit the Trustee to perform such other acts as are necessary to effectuate the terms of this Twelfth Interim Order.

8. **Perfection of Adequate Protection Liens.** This Twelfth Interim Order shall be sufficient and conclusive evidence of the validity, perfection, and priority of the Adequate Protection Liens without the necessity of filing or recording any financing statement, mortgage, notice of lien or other instrument or document which may otherwise be required under the law or regulation of any jurisdiction or the taking of any other action (including, for the avoidance of doubt, entering into any deposit account control agreement) to validate or perfect (in accordance with applicable nonbankruptcy law) the Adequate Protection Liens, or to entitle Regions to the priorities granted herein. Notwithstanding the foregoing, Regions is authorized to file, as it deems necessary in its sole discretion, such financing statements, mortgages, notices of liens and other

similar documents to perfect in accordance with applicable nonbankruptcy law or to otherwise evidence the applicable Adequate Protection Liens, and all such financing statements, mortgages, notices and other documents shall be deemed to have been filed or recorded as of the Petition Date; provided, however, that no such filing or recordation shall be necessary or required in order to create or perfect the Adequate Protection Liens. The Trustee is authorized and directed to execute and deliver promptly upon demand to Regions all such financing statements, mortgages, notices and other documents as Regions may reasonably request. Regions, in its discretion, may file a photocopy of this Twelfth Interim Order as a financing statement with any filing or recording office or with any registry of deeds or similar office, in addition to or in lieu of such financing statements, notices of lien or similar instrument. Unless otherwise provided herein, no obligation, payment, transfer or grant of security under this Twelfth Interim Order shall be stayed, restrained, voidable, avoidable or recoverable under the Bankruptcy Code or under any applicable state Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act (or similar statute or common law) or subject to any defense reduction, setoff, recoupment or counterclaim.

9. **Insurance.** The Trustee shall insure the Debtors' property, including the Prepetition and Post-Petition Collateral against all risks to which it is exposed, including loss, damage, fire, theft and all other such risks, in an amount not less than the fair market value of such collateral, with such companies, under such policies and in such form as is appropriate for a business of a type similar to the Debtors using sound business judgment.

10. **Failure of Adequate Protection.** The terms and conditions of this Twelfth Interim Order are intended to provide each of the Secured Parties with adequate protection for its interest in property of the Debtors. Nothing herein shall be construed as an admission by the Secured

Parties that their respective interests in property of the Debtors' estates, including Cash Collateral, are adequately protected.

11. **Termination of Use of Cash Collateral.**

(a) The Trustee's authority to use Cash Collateral pursuant to the terms of this Twelfth Interim Order will terminate without any further action by the Bankruptcy Court upon the occurrence of any of the following events (each a "**Cash Collateral Termination Event**"):

- (i) payment of claims or amounts or at the times not set forth in the Budget, subject to any authorized variances;
- (ii) the failure of the Trustee to timely pay all U.S. Trustee Fees;
- (iii) any of the Cases are dismissed or converted to a proceeding under chapter 7 of the Bankruptcy Code;
- (iv) the Court suspends the Cases under section 305 of the Bankruptcy Code;
- (v) the Trustee fails to comply with, keep, observe or perform any of his agreements or undertakings under this Twelfth Interim Order;
- (vi) entry of an order confirming a chapter 11 plan in the Cases and the occurrence of the effective date of such plan;
- (vii) this Twelfth Interim Order becomes stayed, reversed, vacated, amended, suspended or otherwise modified in any respect without the prior written consent of Regions;
- (viii) an adversary proceeding or contested matter is commenced by the Trustee, or any other person or entity, challenging the validity, extent, enforceability, priority or extent of the Regions' liens or claims, including the Regions Claim;
- (ix) imposition of orders, penalties or fines by any governmental agency or unit which does or could, if not cured promptly, result in the cessation of operations of the Debtors;
- (x) the Trustee's failure to obtain approval of an updated Budget pursuant to Paragraph 2(a) of this Twelfth Interim Order; or

(b) *Rights Upon Termination Event.* Upon the occurrence of a Cash Collateral Termination Event, Regions shall be entitled to seek relief from the automatic stay and the Trustee and the Committee consent to such a motion being scheduled and heard on an expedited basis following no fewer than five (5) days' notice.

(c) *Termination Without Notice and Right of Temporary Use of Cash Collateral.* In addition to the Cash Collateral Termination Events above, in the event a final order authorizing the use of the Cash Collateral has not been entered on or before August 12, 2016, in form and substance acceptable to Regions, the Trustee's authority to use the Cash Collateral shall automatically terminate without notice or rights of the Trustee for temporary use thereof.

12. **Carve Out.**

(a) *Carve Out.* As used in this Twelfth Interim Order, the "**Carve Out**" shall encompass the following expenses: (i) U.S. Trustee Fees; (ii) Ombudsman Fees; and (iii) all fees and reimbursements for disbursements of any chapter 11 trustee appointed in these Cases pursuant to section 1104 of the Bankruptcy Code (a "**Chapter 11 Trustee**") and the professionals retained by the Debtors, any Chapter 11 Trustee appointed in these Cases and the Committee that are allowed, or subsequently allowed, and payable under sections 330 and 331 of the Bankruptcy Code, to the extent included in the Budget (through the week of August 12, 2016) or any budget annexed as an exhibit to and/or approved under the prior Interim Orders (the "**Prior Budgets**") (collectively, (i), (ii), and (iii) are the "**Carve Out Amount**"); *provided, however*, the Carve Out Amount shall exclude (1) any portion of any Transaction Fee or Multiple Transaction Fee (each as defined in the *Application for Entry of an Order Authorizing the Debtors to Retain and Employ Guggenheim Securities, LLC as Their Investment Banker, Effective as of April 23, 2015*, Docket

No. 209) (the “**Guggenheim Application**”) payable to Guggenheim Securities, LLC (“**Guggenheim**”), and (2) any portion of any Transaction Fee (as defined in the *Amended Application of the Official Committee of Unsecured Creditors for Entry of an Order Approving the Employment and Retention of Healthcare Management Partners, LLC as Financial Advisor Effective as of December 18, 2014*, Docket No. 250) (the “**HMP Amended Application**”) payable to Healthcare Management Partners, LLC (“**HMP**”) (collectively, (1) and (2) are the “**Transaction Fees**”). The Transaction Fees shall be paid (x) with respect to Guggenheim, in accordance with Paragraph 6 of the Court’s order approving the Guggenheim Application entered on May 22, 2015, Docket No. 226, and (y) with respect to HMP, in accordance with any order of the Court approving the HMP Amended Application.

(b) *No Direct Obligation to Pay Professional Fees; No Waiver of Right to Object to Fees.* Regions shall not be responsible for the payment or reimbursement of any administrative expenses, including any professional fees or fees or disbursements of the U.S. Trustee, Ombudsman, Guggenheim, HMP, any Chapter 11 Trustee, or any other professionals retained in connection with the Cases or any Successor Cases. Notwithstanding the occurrence of a Cash Collateral Termination Event or the entry of any other order restricting the Trustee’s use of cash, any Chapter 11 Trustee’s fees and expenses and the fees and expenses of any professionals may be paid from available cash in accordance with the *Order Granting Motion for Establishment of Procedures for Monthly Compensation and Reimbursement of Expenses of Professionals*, Docket No. 108 (the “**Compensation Procedures Order**”), as cash becomes available, provided that payment of such fees and expenses from Cash Collateral shall be limited to the Carve Out Amount. Fees and expenses of any Chapter 11 Trustee and any professionals incurred after May

17, 2015 (except for the Transaction Fees) shall be paid first from any unencumbered cash that is immediately available at the time such professional fees and expense reimbursements are being paid, and then from available Cash Collateral up to the corresponding Carve Out Amount under the applicable approved Budget. For the avoidance of doubt, if no unencumbered cash is available at the time fees and expenses of the Chapter 11 Trustee or the other professionals are being paid, then such fees and expenses may be paid from available Cash Collateral up to the Carve Out Amount. Any payment made from Cash Collateral on account of fees and expenses of the Chapter 11 Trustee or any of the other professionals prior to a Cash Collateral Termination Event shall reduce the corresponding Carve Out Amount. Nothing in this Twelfth Interim Order or otherwise shall be construed: (i) to obligate Regions in any way to pay compensation to, or to reimburse expenses of, the Trustee, Debtors, Committee, U.S. Trustee, Ombudsman, Chapter 11 Trustee, Guggenheim, HMP or any other professionals retained in connection with these Cases or any Successor Cases, or to guarantee that the Debtors have sufficient funds to pay such compensation or reimbursement; (ii) to increase the Carve Out Amount if actual Chapter 11 Trustee and professional fee payments incurred after or due and owing as of a Cash Collateral Termination Event exceed the Carve Out Amount; (iii) as consent to the allowance of any fees or expenses of any Chapter 11 Trustee or professionals retained in these Cases or any Successor Cases; or (iv) to affect the right of Regions to object to the allowance and payment of such fees and expenses.

(c) In addition to the Carve Out, to the extent the Trustee is not able to pay the post petition obligations owing for Debtors' self-insured employee health benefits from other available sources, including, without limitation, available Cash Collateral from operations, then in the event of a sale of all or substantially all of the Debtors' assets in these Chapter 11 cases pursuant

to section 363 of the Bankruptcy Code, the Trustee may use proceeds from the sale to pay such accrued post petition health benefit obligations in an amount equal to the lesser of (a) \$650,000, or (b) the amount by which the accrued post petition health benefit obligations exceed as of the sale date the amount of the accrued pre-petition health benefit obligations owing for Debtors' self-insured employee health benefits as of the Petition Date.

13. **Unauthorized Use of Cash Collateral and Carve Out.** Notwithstanding anything herein to the contrary, no Cash Collateral, including the Carve Out, or proceeds of Prepetition or Post-Petition Collateral shall be used for the purpose of: (a) objecting to, or contesting in any manner, or raising any defenses to, the validity, amount, extent, perfection, priority, or enforceability of the Regions Prepetition Collateral, the Post-Petition Collateral, the Regions Claim or any liens or security interests with respect thereto, or any other rights or interests of Regions therein; (b) asserting any claims, defenses or causes of action, including, without limitation, any actions under chapter 5 of the Bankruptcy Code, against Regions, including with respect to payments made pursuant to the Financing Documents; (c) asserting any other claims, defenses or causes of action against Regions or its respective agents, affiliates, subsidiaries, directors, officers, representatives, attorneys or advisors; (d) paying any amounts not otherwise provided for in the Budget (or any Prior Budget); (e) invalidating, setting aside, avoiding or subordinating, in whole or part, any of Regions' liens on any Prepetition Collateral or Post-Petition Collateral; or (f) modifying Regions' rights hereunder. Should the Trustee or Committee use Cash Collateral for any purpose not authorized herein, the security interest and lien of Regions granted hereunder shall automatically attach to any assets acquired with such Cash Collateral.

14. **No Third Party Rights.** Except as explicitly provided for herein, this Twelfth Interim Order does not create any rights for the benefit of any third party, creditor, equity holder or any direct, indirect, or incidental beneficiary.

15. **No Deemed Control.** Neither Regions nor U.S. Foods shall be deemed to be in control of the operations of the Debtors or to be acting as a “responsible person,” “managing agent” or “owner or operator” (as such terms or any similar terms are used in the United States Comprehensive Environmental Response, Compensation and Liability Act, as amended, or any similar Federal or state statute) with respect to the operation or management of Debtors, notwithstanding their consent to this Twelfth Interim Order and extending financial accommodations of any type, kind or nature under this Twelfth Interim Order.

16. **Rights Preserved.** Other than as expressly set forth in this Twelfth Interim Order, the Trustee, the Debtors, Regions, U.S. Foods, the Committee and all other parties in interest reserve all rights, defenses, claims or privileges (whether legal, equitable or otherwise) with respect to any relief in this Twelfth Interim Order or request for a final order on the usage of Cash Collateral, and all such rights, defenses, claims or privileges of the Trustee, the Debtors, the Committee, U.S. Foods and Regions are preserved. Further, Regions reserves all rights to request additional adequate protection, including, without limitation: (a) a super-priority administrative expense claim pursuant to section 507(b) of the Bankruptcy Code against all assets of the estates; (b) requirement that the Trustee meet certain bankruptcy related milestones related, *inter alia*, to the sale of their assets and confirmation of plan of reorganization; (c) a finding that the Regions Claim is allowed and secured by first priority liens on and security interests in the Prepetition Collateral and not subject to avoidance or equitable subordination pursuant to the Bankruptcy Code or applicable non-



bankruptcy law; and (d) such other adequate protection that Regions deems required under the circumstances.

17. **No Waiver by Failure to Seek Relief.** The failure of Regions to seek relief or otherwise exercise its rights and remedies under this Twelfth Interim Order, applicable prepetition claims or applicable law, as the case may be, shall not constitute a waiver of any of the rights hereunder, thereunder, or otherwise of the Regions, including Regions' right to assert at some later time that its liens and security interests in the Prepetition Collateral are not being adequately protected within the meaning of section 361 of the Bankruptcy Code.

18. **Effect of Twelfth Interim Order.**

(a) Except to the extent they are expressly modified, stayed or vacated hereafter by a subsequent interim or final order on the Motion, immediately upon entry by this Court (notwithstanding any applicable law or rule to the contrary), the terms and provisions of this Twelfth Interim Order shall become valid and binding upon and inure to the benefit of the Trustee, the Debtors, the Committee, U.S. Foods, and Regions, all other creditors of any of the Debtors, and all other parties in interest and their respective successors and assigns, including any trustee or other fiduciary hereafter appointed in any of the Cases, any Successor Cases, or upon dismissal of any Case or Successor Case.

(b) Notwithstanding anything herein to the contrary, this Twelfth Interim Order is without prejudice or limitation or time limit on the Trustee, the Committee or any other party in interest filing any objection to any claim asserted by U.S. Foods or objecting to the extent, validity and priority of U.S. Foods' asserted liens.

(c) The parties reserve the right to seek modifications, vacation, or to stay any of the provisions of this Twelfth Interim Order until such time the Court enters a final order on the Motion. If any provision of this Twelfth Interim Order is hereafter modified, vacated or stayed, such modification, vacation or stay shall not affect the validity or authority of the Trustee's use of Cash Collateral under this Twelfth Interim Order prior to such time, nor shall it affect the validity, priority or enforceability of the security interests and liens granted to Regions for such use, prior to the effective date of such modification, vacation or stay.

19. **No Competing Liens.** Except as set forth in this Twelfth Interim Order, the Trustee shall not grant liens on, or security interests in the Prepetition Collateral or the Post-Petition Collateral to any other party, pursuant to section 364 of the Bankruptcy Code or otherwise, that are senior to or *pari passu* with Regions without its prior written consent.

20. **Restriction on Borrowing or Sale.** Unless otherwise authorized by order of the Court following notice to Regions and such other parties as may be required by the Bankruptcy Code or the Court, the Trustee shall not obtain any post-petition financing or sell or lease any of their assets, except in the ordinary course of business.

21. **No Modification of Twelfth Interim Order.** The Trustee irrevocably waives any right to seek any amendment, modification or extension of this Twelfth Interim Order without the prior written consent of Regions, to the extent such amendment, modification or extension affects the use of the Cash Collateral, the adequate protection provided to Regions, or the rights and claims of Regions under this Twelfth Interim Order; and, no such consent shall be implied by any other action, inaction or acquiescence of Regions.

22. **Enforceability.** The Clerk of the Court is hereby directed to forthwith enter this Twelfth Interim Order on the docket of this Court maintained in regard to the Cases. This Twelfth Interim Order shall constitute findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052 and shall take effect and be enforceable *nunc pro tunc* to the Petition Date immediately upon execution hereof. To the extent necessary, findings of fact shall be deemed conclusions of law, and conclusions of law shall be deemed findings of fact.

23. **Final Hearing; Notice of Final Hearing.** Upon execution of this Twelfth Interim Order and pursuant to Bankruptcy Rule 4001(d), the Trustee shall serve a copy of this Twelfth Interim Order by first class mail on all of the Notice Parties. All interested parties are hereby given notice by service of the Twelfth Interim Order of the effective date of the Twelfth Interim Order. Any objection to the entry of a Final Order (or any further interim order) on the Motion must be filed with the Court and served on or before August 8, 2016, upon counsel for the following: (a) the Trustee, J. Robert Williamson, Scroggins & Williamson, P.C., One Riverside, 4401 Northside Parkway, Suite 450, Atlanta, Georgia 30327; (b) Regions, (i) Waller Lansden Dortch & Davis, LLP, 511 Union Street, Suite 2700, Nashville, TN 37219, Attention: David Lemke, Esq. and (ii) Burr & Forman, LLP, 171 17th Street NW, Suite 1100, Atlanta, Georgia 30363, Attention: Erich N. Durlacher, Esq.; (c) U.S. Foods, Leah Fiorenza McNeill, Bryan Cave LLP, One Atlantic Center-14th Floor, 1201 W. Peachtree Street, NW, Atlanta, GA 30309-3488, and (d) the Committee, Greenberg Traurig, LLP, 3333 Piedmont Road, NE, Suite 2500, Atlanta, GA 30305, Attention David B. Kurzweil, Esq. and John D. Elrod, Esq. If no objection is timely filed and served, the Court may enter a Final Order (or further interim) order on the Motion without further hearing. If an objection is timely filed and served, a hearing on the Motion and any timely filed

objections will be held before the Court on the **9th day of August, 2016, at 1:30 p.m. ET, in Courtroom 1401, United States Courthouse, 75 Ted Turner Drive, SW, Atlanta, Georgia.**

24. **Waiver of Any Applicable Stay.** Any applicable stay (including, without limitation, any stay under Bankruptcy Rule 6004(h)) is hereby waived and shall not apply to this Twelfth Interim Order.

25. **Headings.** The headings of this Twelfth Interim Order are for purposes of reference only and shall not limit or otherwise affect the meaning of this Twelfth Interim Order.

26. **Notices.** All notices, requests, demands, waivers and other communications required or permitted to be given under this Twelfth Interim Order shall be in writing and shall be deemed to have been duly given if (a) delivered personally, (b) mailed by first-class, registered or certified mail, return receipt requested, postage prepaid, or (c) sent by next-day or overnight mail or delivery or (d) sent by facsimile. Additionally, any document or notice filed with the Court electronically under the Court's ECF system shall be deemed as having been provided upon filing to any registered user who has filed an appearance in this case electronically using the ECF system.

i. If to the Trustee to:

J. Robert Williamson, Esq.  
Scroggins & Williamson, P.C.  
One Riverside  
4401 Northside Parkway  
Suite 450  
Atlanta, GA 30327  
Email: rwilliamson@swlawfirm.com

ii. If to Regions:

David E. Lemke, Esq.  
Waller Lansden Dortch & Davis, LLP  
511 Union Street, Suite 2700

Nashville, TN 37219  
Email: david.lemke@wallerlaw.com

Erich N. Durlacher, Esq.  
Burr & Forman, LLP  
171 17th Street NW  
Suite 1100  
Atlanta, GA 30363  
Email: edurlacher@burr.com

iii. If to the Committee:

David B. Kurzweil, Esq.  
John D. Elrod, Esq.  
Greenberg Traurig, LLP  
3333 Piedmont Road, NE, Suite 2500  
Atlanta, GA 30305  
Email: kurzweild@gtlaw.com  
elrodj@gtlaw.com

iv. If to U.S. Foods

Leah Fiorenza McNeill  
Bryan Cave LLP  
One Atlantic Center-14th Floor  
1201 W. Peachtree Street, NW  
Atlanta, GA 30309-3488

v. If to the Ombudsman:

Susan N. Goodman, RN JD  
Mesch, Clark & Rothschild P.C.  
259 N. Meyer Ave.  
Tucson, AZ 85701  
Email: sgoodman@mcrazlaw.com

27. **Retention of Jurisdiction.** The Court has and will retain jurisdiction to enforce this Twelfth Interim Order according to its terms.

**[End of Document]**

Prepared and presented by:  
SCROGGINS & WILLIAMSON, P.C.

/s/ J. Robert Williamson  
J. ROBERT WILLIAMSON  
Georgia Bar No. 765214  
ASHLEY REYNOLDS RAY  
Georgia Bar No. 601559  
One Riverside  
4401 Northside Parkway  
Suite 450  
Atlanta, GA 30327  
T: 404-893-3880  
E: rwilliamson@swlawfirm.com  
aray@swlawfirm.com

Special Counsel for the Trustee

EXHIBIT A

Hutcheson Medical Center and Affiliates  
Cash Collateral Budget

Week #	84	85	86	87	88	89	90	
	Projection	Projection	Projection	Projection	Projection	Projection	Projection	Projection
	7/1/2016	7/8/2016	7/15/2016	7/22/2016	7/29/2016	8/5/2016	8/12/2016	Total
Cash In								
Cash Receipts	\$ 60,000	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 60,000	\$ 132,500
Total Cash In	\$ 60,000	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 60,000	\$ 132,500
Cash Out								
Operating Cash Disbursements								
Contract Labor [1]	9,100	9,100	9,100	9,100	9,100	4,875	4,875	55,250
Insurance	10,500	-	-	-	-	-	10,500	21,000
Record Retention	-	-	-	-	-	-	-	-
Administration of Unpaid Medical Claims	-	-	-	-	-	-	-	-
Costs on Remaining Properties [2]	2,500	2,500	2,500	2,500	2,500	2,500	2,500	17,500
Other Misc. Operating Expenses [3]	2,500	2,500	2,500	2,500	2,500	2,500	2,500	17,500
Total Cash Out	\$ 24,600	\$ 14,100	\$ 14,100	\$ 14,100	\$ 14,100	\$ 20,375	\$ 9,875	\$ 111,250
Net Cash Flow From Operations	\$ 35,400	\$ (11,600)	\$ (11,600)	\$ (11,600)	\$ (11,600)	\$ 39,625	\$ (7,375)	\$ 21,250

Professional Fees

US Trustee Fees								\$ -
Trustee Professionals								90,000
Investment Banker								-
Chapter 11 Trustee								30,000
Ombudsman								-
Committee Professional Fees		5,000						5,000
Claims Processor				2,000				2,000
Total Professional Fees	\$ 5,000			\$ 122,000				\$ 127,000
Net Cash Flow after Professional Fees	\$ 30,400	\$ (11,600)	\$ (11,600)	\$ (133,600)	\$ (11,600)	\$ 39,625	\$ (7,375)	\$ (105,750)
Cumulative Net Cash Flow	\$ 30,400	\$ 18,800	\$ 7,200	\$ (126,400)	\$ (138,000)	\$ (98,375)	\$ (105,750)	\$ (105,750)

[1] - Includes payments to Southeastern Reimbursement Group and Kevin Hopkins.  
 [2] - Includes power, gas, water, and lawncare for the Duplexes and Parkway properties.  
 [3] - Includes workers comp, medical claims and other miscellaneous expenses.

DRAFT  
Confidential

**EXHIBIT B**

**(Financing Documents)**

1. Master Trust Indenture, dated as of May 1, 2008, between HMC and its non-debtor affiliate Hutcheson Healthcare Enterprises, Inc. (“**HHE**”), as Obligated Issuers (defined therein), and Regions, as trustee (in such capacity, the “**Master Trustee**”) (as amended, restated, supplemented or otherwise modified from time to time, including, without limitation, by (A) the First Supplemental Master Trust Indenture, dated as of May 1, 2008, (B) the Second Supplemental Master Trust Indenture, dated as of May 1, 2008, and (C) the Third Supplemental Master Trust Indenture, dated as of May 1, 2008, each between HMC and the Master Trustee, collectively, the “**Master Indenture**”).
2. Loan Agreement, dated May 1, 2008, between the Authority and HMC, which was assigned by the Authority to the Master Trustee (the “**Loan Agreement**”).
3. 2008-1 Master Note, dated as of May 1, 2008, issued by HMC in favor of the Master Trustee (as amended, restated, supplemented, replaced or otherwise modified from time to time, the “**2008-1 Master Note**”),
4. 2008-2 Master Note, dated as of May 1, 2008, issued by HMC in favor of Regions (as amended, restated, supplemented, replaced or otherwise modified from time to time, the “**2008-2 Master Note**”).
5. 2008-3 Master Note, dated as of May 1, 2008, issued by HMC in favor of Regions (as amended, restated, supplemented, replaced or otherwise modified from time to time, the “**2008-3 Master Note**” and together with the 2008-1 2008-2 Master Note, the “**Master Notes**”).
6. Reimbursement Agreement, dated as of May 1, 2008, between HMC and Regions (as amended, restated, supplemented or otherwise modified from time to time, the “**Reimbursement Agreement**”).
7. Regions Bank Irrevocable Letter of Credit No. 55102642, dated as of May 28, 2008 (as amended, supplemented, extended or otherwise modified from time to time, the “**2008 LC**”).
8. ISDA Master Agreement, dated as of May 28, 2008, between Regions and HMC, including all Schedules and Confirmations relating to same (as amended, restated, supplemented or otherwise modified from time to time, the “**Swap Agreement**”).
9. Deed to Secure Debt, Security Agreement and Assignment of Rents, dated as of May 1, 2008, executed by HMC in favor of Regions and recorded on June 2, 2008, in deed book 1439, page 175, with the Clerk of Catoosa County, Georgia (as amended, restated, supplemented or otherwise modified from time to time, the “**HMC Security Deed**”).
10. Agreement Not to Encumber or Convey Property, dated as of May 1, 2008, executed by HMC in favor of Regions and recorded on June 2, 2008, in deed book 1439, page 162, with



the Clerk of Catoosa County, Georgia (as amended, restated, supplemented or otherwise modified from time to time, the “**Agreement Not to Encumber**”).

11. Environmental Indemnity Agreement, dated as of May 1, 2008, among HMC, HHE and Regions (as amended, restated, supplemented or otherwise modified from time to time, the “**Environmental Indemnity Agreement**”).
12. Letter Agreement, dated as of March 29, 2011, between Regions and HMC, and acknowledged by HHE (as amended, restated, supplemented or otherwise modified from time to time, the “**2011 Letter Agreement**”).
13. Regions Bank Letter of Credit No. 01814768 in the amount of \$1,050,000 for the benefit of Safety National Casualty Corporation (the “**National LC**”).
14. Regions Bank Letter of Credit No. 55104971 in the amount of \$183,042 for the benefit of The Cincinnati Insurance Company (the “**Cincinnati LC**”, collectively with the 2008 LC and the National LC, the “**Letters of Credit**”).
15. Forbearance Agreement, dated as of May 23, 2014, among Regions, HMC and HHE, the Authority and Walker County, Georgia (the “**Forbearance Agreement**”).
16. Lockbox Account Agreement, dated as of October 1, 2014, between Regions, HMC, and HHE (the “**Lockbox Agreement**”).
17. Collateral Assignment of Lease Agreement, dated as of July 3, 2014, between HMC and Regions (the “**HMC Lease Assignment**”).
18. Collateral Assignment of Lease Agreement, dated as of July 3, 2014, between the Authority and Regions (the “**Authority Lease Assignment**”).
19. Letter Agreement, dated as of September 23, 2014, between Regions, HMC, HHE, the Authority and Walker County, GA, relating to use of Cash Proceeds (the “**2014 Letter Agreement**”).
20. Deed to Secure Debt, Security Agreement and Assignment of Rents and Leases, dated as of May 1, 2008, from the Authority to Regions granting a lien on approximately 65 acres adjacent to the Hospital property (the “**Authority Security Deed**”).
21. UCC-1 Financing Statements from June 2008 (and continuation statements from December 2012) in the name of Regions Bank, as Master Trustee (Gross Revenues) (the “**2008 UCC**”).
22. UCC Financing Statements filed May 27, 2014, in the name of Regions Bank (All Assets) (the “**2014 UCC**”).

The Master Indenture, the Loan Agreement, the Master Notes, the Reimbursement Agreement, the 2008 LC, the Swap Agreement, the HMC Security Deed, the Agreement Not to Encumber, the Environmental Indemnity Agreement, the 2011 Letter Agreement, the Letters of

Credit, the Forbearance Agreement, the Lockbox Agreement, the HMC Lease Agreement, the Authority Lease Assignment, the 2014 Letter Agreement, the Authority Security Deed, the 2008 UCC, the 2014 UCC and each other document, instrument or agreement from time to time executed and delivered in connection with such documents, instruments and agreements (including, without limitation, will be referred to herein, collectively, as the “**Financing Documents**”).

**Distribution List**

J. Robert Williamson  
Scroggins & Williamson, P.C.  
One Riverside  
4401 Northside Parkway  
Suite 450  
Atlanta, GA 30327

Office of the United States Trustee  
362 Richard Russell Federal Building  
75 Ted Turner Drive, S.W.  
Atlanta, Georgia 30303

David E. Lemke, Esq.  
Waller Lansden Dortch & Davis, LLP  
511 Union Street, Suite 2700  
Nashville, TN 37219

Leah Fiorenza McNeill  
Bryan Cave LLP  
One Atlantic Center-14th Floor  
1201 W. Peachtree Street, NW  
Atlanta, GA 30309-3488

David B. Kurzweil, Esq.  
John D. Elrod, Esq.  
Greenberg Traurig, LLP  
3333 Piedmont Road, NE, Suite 2500  
Atlanta, GA 30305

In re:  
Hutcheson Medical Center, Inc.  
Debtor

Case No. 14-42863-pwb  
Chapter 11

**CERTIFICATE OF NOTICE**

District/off: 113E-6

User: gentryr  
Form ID: pdf492

Page 1 of 4  
Total Noticed: 10

Date Rcvd: Jul 22, 2016

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Jul 24, 2016.

- aty +Ashley Reynolds Ray, Scroggins & Williamson, P.C., One Riverside, Suite 450, 4401 Northside Parkway, Atlanta, GA 30327-3065
- aty +J. Hayden Kepner, Jr., Scroggins & Williamson, P.C., One Riverside, Suite 450, 4401 Northside Parkway, Atlanta, GA 30327-3065
- aty +J. Robert Williamson, Scroggins & Williamson, P.C., One Riverside, Suite 450, 4401 Northside Parkway, Atlanta, GA 30327-3065
- tr +Ronald L. x-Glass, Glass Ratner Advisory & Capital Group, Suite 110, 3391 Peachtree Road, Atlanta, GA 30326-1014
- +David B. Kurzweil, Esq., John D. Elrod, Esq., Greenberg Traurig, LLP, 3333 Piedmont Road, NE, Suite 2500, Atlanta, GA 30305-1780
- +David E. Lemke, Esq., Waller Lansden Dortch & Davis, LLP, 511 Union Street, Suite 2700, Nashville, TN 37219-1791
- +J. Robert Williamson, One Riverside, 4401 Northside Parkway, Suite 450, Atlanta, GA 30327-3065
- Leah Fiorenza McNeill, Bryan Cave LLP, One Atlantic Center-14th Floor, 1201 W. Peachtree Street, NW, Atlanta, GA 30309-3488

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.

- db +E-mail/Text: rhixon@hutcheson.org Jul 22 2016 21:39:38 Hutcheson Medical Center, Inc., 100 Gross Crescent Circle, Fort Oglethorpe, GA 30742-3669
- +E-mail/Text: ustpregion21.at.ecf@usdoj.gov Jul 22 2016 21:39:22 Office of the United States Trustee, 362 Richard Russell Federal Building, 75 Ted Turner Drive, S.W., Atlanta, Georgia 30303-3315

TOTAL: 2

\*\*\*\*\* BYPASSED RECIPIENTS \*\*\*\*\*

NONE.

TOTAL: 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

**I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.**

**Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.**

Date: Jul 24, 2016

Signature: /s/Joseph Speetjens

**CM/ECF NOTICE OF ELECTRONIC FILING**

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on July 22, 2016 at the address(es) listed below:

- Alan I. Seitman on behalf of Creditor Celtic Leasing Corp. alan@seitmanlaw.com, aseitman@gmail.com
- Alkesh B. Patel on behalf of Creditor Georgia Department of Community Health apatel@law.ga.gov
- Alkesh B. Patel on behalf of Creditor Georgia Department of Revenue apatel@law.ga.gov
- Alkesh B. Patel on behalf of Health Care Ombudsman Melanie S. McNeil apatel@law.ga.gov
- Anna Mari Humnicky on behalf of Other Prof GGG Partners LLC ahumnicky@cpmas.com, annahumnicky@gmail.com;jpenston@cpmas.com
- Ashley Reynolds Ray on behalf of Special Counsel Hunter Maclean Exley & Dunn PC aray@swlawfirm.com, rwilliamson@swlawfirm.com;centralstation@swlawfirm.com;fharris@swlawfirm.com
- Ashley Reynolds Ray on behalf of Trustee Ronald L. x-Glass aray@swlawfirm.com, rwilliamson@swlawfirm.com;centralstation@swlawfirm.com;fharris@swlawfirm.com
- Ashley Reynolds Ray on behalf of Debtor Hutcheson Medical Division, Inc. aray@swlawfirm.com, rwilliamson@swlawfirm.com;centralstation@swlawfirm.com;fharris@swlawfirm.com
- Ashley Reynolds Ray on behalf of Trustee Ronald L Glass aray@swlawfirm.com, rwilliamson@swlawfirm.com;centralstation@swlawfirm.com;fharris@swlawfirm.com
- Ashley Reynolds Ray on behalf of Special Counsel Scroggins & Williamson, P.C. aray@swlawfirm.com, rwilliamson@swlawfirm.com;centralstation@swlawfirm.com;fharris@swlawfirm.com
- Ashley Reynolds Ray on behalf of Debtor Hutcheson Medical Center, Inc. aray@swlawfirm.com, rwilliamson@swlawfirm.com;centralstation@swlawfirm.com;fharris@swlawfirm.com
- Benjamin R. Keck on behalf of Plaintiff Hutcheson Medical Center, Inc. keckb@gtlaw.com, ronank@gtlaw.com

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The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system (continued)

Benjamin R. Keck on behalf of Creditor Committee Unsecured Creditors' Committee  
keckb@gtlaw.com, ronank@gtlaw.com  
Benjamin R. Keck on behalf of Plaintiff The Official Committee of Unsecured Creditors  
keckb@gtlaw.com, ronank@gtlaw.com  
Benjamin R. Keck on behalf of Plaintiff Hutcheson Medical Division, Inc. keckb@gtlaw.com,  
ronank@gtlaw.com  
Benjamin S. Klehr on behalf of Creditor Xanitos, Inc. bklehr@cpmas.com, jpenston@cpmas.com  
Bruce C. Bailey on behalf of Creditor Specialty Networks, LLC bbailey@cbslawfirm.com,  
jmaddux@cbslawfirm.com;ajelks@cbslawfirm.com;smeadows@cbslawfirm.com;gfairbanks@cbslawfirm.com;t  
ucker@cbslawfirm.com  
Charles H. Van Horn on behalf of Creditor Radphys Oncology Services, LLC cvanhorn@bfvlaw.com,  
notices@bfvlaw.com  
Clifton M. Patty, Jr. on behalf of Creditor Catoosa County, Georgia bklaw@pattylaw.com  
Clifton M. Patty, Jr. on behalf of Defendant Catoosa County bklaw@pattylaw.com  
Clifton M. Patty, Jr. on behalf of 3rd Party Plaintiff Catoosa County bklaw@pattylaw.com  
Constance L. Young on behalf of Creditor MEDHOST of Tennessee, Inc. cyoung@wcsr.com,  
shanley@wcsr.com  
Darryl S. Laddin on behalf of 3rd Party Plaintiff Chattanooga-Hamilton County Hospital  
Authority dba Erlanger Health System bkrfilings@agg.com  
Darryl S. Laddin on behalf of Creditor Chattanooga-Hamilton County Hospital Authority  
bkrfilings@agg.com  
Darryl S. Laddin on behalf of Defendant Chattanooga-Hamilton County Hospital Authority d/b/a  
Erlanger Health System bkrfilings@agg.com  
David B. Kurzweil on behalf of Creditor Committee Unsecured Creditors' Committee  
kurzweild@gtlaw.com, ronank@gtlaw.com;brattons@gtlaw.com  
David B. Kurzweil on behalf of Other Prof Healthcare Management Partners, LLC  
kurzweild@gtlaw.com, ronank@gtlaw.com;brattons@gtlaw.com  
David E. Gordon on behalf of Creditor NHP-Parkway Physicians Center, LLC  
david.gordon@dentons.com, pam.matthews@dentons.com  
David E. Lemke on behalf of Creditor Regions Bank david.lemke@wallerlaw.com,  
cathy.thomas@wallerlaw.com;chris.cronk@wallerlaw.com;joe.watson@wallerlaw.com  
David J. Fulton on behalf of Creditor Jose Herrera djf@sfglegal.com,  
angie@sfglegal.com;sfglegalecf@gmail.com  
David R. Sicay-Perrow on behalf of Creditor ThyssenKrupp Elevator Americas  
dsp@sicay-perrow.com, srf@sicay-perrow.com  
David S. Weidenbaum on behalf of U.S. Trustee Guy G. Gebhardt david.s.weidenbaum@usdoj.gov  
David W. Cranshaw on behalf of Creditor Morris, Manning & Martin, LLP dhp@mmmlaw.com  
Eric W. Anderson on behalf of Interested Party Hudson Specialty Insurance Company  
eanderson@phrd.com  
Erich N. Durlacher on behalf of Creditor Regions Bank edurlach@burr.com,  
brobinson@burr.com;bshipes@burr.com  
Gary W. Marsh on behalf of Interested Party Maybrook Healthcare LLC Gary.Marsh@dentons.com,  
Kristin.Rohling@dentons.com  
Gregory R. Crochet on behalf of Creditor GE HFS, LLC greg.crochet@kutakrock.com  
Gregory R. Crochet on behalf of Creditor GENERAL ELECTRIC CAPITAL CORPORATION  
greg.crochet@kutakrock.com  
Herbert C. Broadfoot, II on behalf of Creditor Georgia Self-Insurers Guaranty Trust Fund  
bert@hcbroadfootlaw.com  
Howard L. Teplinsky on behalf of Creditor Meridian Leasing Corporation  
hteplinsky@beermannlaw.com  
J. Hayden Kepner, Jr. on behalf of Trustee Ronald L. x-Glass hkepner@swlawfirm.com  
J. Hayden Kepner, Jr. on behalf of Plaintiff Ronald Glass hkepner@swlawfirm.com  
J. Hayden Kepner, Jr. on behalf of Debtor Hutcheson Medical Center, Inc. hkepner@swlawfirm.com  
J. Hayden Kepner, Jr. on behalf of Plaintiff Ronald L Glass hkepner@swlawfirm.com  
J. Robert Williamson on behalf of Debtor Hutcheson Medical Division, Inc.  
rwilliamson@swlawfirm.com,  
centralstation@swlawfirm.com;aray@swlawfirm.com;hkepner@swlawfirm.com;fharris@swlawfirm.com;rbazz  
ani@swlawfirm.com;mlevin@swlawfirm.com  
J. Robert Williamson on behalf of Trustee Ronald L. x-Glass rwilliamson@swlawfirm.com,  
centralstation@swlawfirm.com;aray@swlawfirm.com;hkepner@swlawfirm.com;fharris@swlawfirm.com;rbazz  
ani@swlawfirm.com;mlevin@swlawfirm.com  
J. Robert Williamson on behalf of Debtor Hutcheson Medical Center, Inc.  
rwilliamson@swlawfirm.com,  
centralstation@swlawfirm.com;aray@swlawfirm.com;hkepner@swlawfirm.com;fharris@swlawfirm.com;rbazz  
ani@swlawfirm.com;mlevin@swlawfirm.com  
J. Robert Williamson on behalf of Trustee Ronald L Glass rwilliamson@swlawfirm.com,  
centralstation@swlawfirm.com;aray@swlawfirm.com;hkepner@swlawfirm.com;fharris@swlawfirm.com;rbazz  
ani@swlawfirm.com;mlevin@swlawfirm.com  
J. Robert Williamson on behalf of Other Prof GlassRatner Advisory & Capital Group LLC  
rwilliamson@swlawfirm.com,  
centralstation@swlawfirm.com;aray@swlawfirm.com;hkepner@swlawfirm.com;fharris@swlawfirm.com;rbazz  
ani@swlawfirm.com;mlevin@swlawfirm.com  
J. Robert Williamson on behalf of Plaintiff Ronald Glass rwilliamson@swlawfirm.com,  
centralstation@swlawfirm.com;aray@swlawfirm.com;hkepner@swlawfirm.com;fharris@swlawfirm.com;rbazz  
ani@swlawfirm.com;mlevin@swlawfirm.com  
J. Robert Williamson on behalf of Plaintiff Ronald L Glass rwilliamson@swlawfirm.com,  
centralstation@swlawfirm.com;aray@swlawfirm.com;hkepner@swlawfirm.com;fharris@swlawfirm.com;rbazz  
ani@swlawfirm.com;mlevin@swlawfirm.com

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The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system (continued)

J. Robert Williamson on behalf of Other Prof Guggenheim Securities LLC  
rwilliamson@swlawfirm.com,  
centralstation@swlawfirm.com;aray@swlawfirm.com;hkepner@swlawfirm.com;fharris@swlawfirm.com;rbazz  
ani@swlawfirm.com;mlevin@swlawfirm.com  
James A. Fields on behalf of Creditor Michael J Zema ecfcreditor@sampleslaw.com  
Jeffrey C. Wisler on behalf of Creditor Life Insurance Company of North America  
jwisler@connollygallagher.com  
Jeffrey W. Maddux on behalf of Creditor Pediatric Medical Group of Tennessee, P.C.  
jmaddux@chamblisslaw.com,  
bbailey@chamblisslaw.com;sbarham@chamblisslaw.com;gfairbanks@chamblisslaw.com;smeadows@chamblissl  
aw.com;ttucker@chamblisslaw.com;amcveagh@chamblisslaw.com  
Jeffrey W. Maddux on behalf of Creditor Assist Healthcare Services, Inc.  
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bbailey@chamblisslaw.com;sbarham@chamblisslaw.com;gfairbanks@chamblisslaw.com;smeadows@chamblissl  
aw.com;ttucker@chamblisslaw.com;amcveagh@chamblisslaw.com  
Jeffrey W. Maddux on behalf of Creditor Specialty Networks, LLC jmaddux@chamblisslaw.com,  
bbailey@chamblisslaw.com;sbarham@chamblisslaw.com;gfairbanks@chamblisslaw.com;smeadows@chamblissl  
aw.com;ttucker@chamblisslaw.com;amcveagh@chamblisslaw.com  
Jeffrey W. Maddux on behalf of Creditor Rodney Dupree jmaddux@chamblisslaw.com,  
bbailey@chamblisslaw.com;sbarham@chamblisslaw.com;gfairbanks@chamblisslaw.com;smeadows@chamblissl  
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Jimmy C. Luke on behalf of Creditor Ricoh USA jluka@mblawfirm.com, anaranjo@mblawfirm.com  
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brattons@gtlaw.com  
John J. Dyer on behalf of Creditor Committee Unsecured Creditors' Committee dyerj@gtlaw.com  
John W. Mills, III on behalf of Interested Party Cigna HealthCare of Tennessee, Inc.  
john.mills@btlaw.com, bankruptcyatlanta@btlaw.com;bseals@btlaw.com;ccrane@btlaw.com  
John W. Mills, III on behalf of Creditor Life Insurance Company of North America  
john.mills@btlaw.com, bankruptcyatlanta@btlaw.com;bseals@btlaw.com;ccrane@btlaw.com  
John W. Mills, III on behalf of Creditor Roche Diagnostics Corporation john.mills@btlaw.com,  
bankruptcyatlanta@btlaw.com;bseals@btlaw.com;ccrane@btlaw.com  
John W. Mills, III on behalf of Interested Party Texas HealthSpring LLC john.mills@btlaw.com,  
bankruptcyatlanta@btlaw.com;bseals@btlaw.com;ccrane@btlaw.com  
Jonathan T. Edwards on behalf of Other Prof ValorBridge Partners, LLC  
jonathan.edwards@alston.com  
Jonathan T. Edwards on behalf of Other Prof Oglethorpe Physician Services, LLC  
jonathan.edwards@alston.com  
Karen B. Bragman on behalf of Plaintiff Chattanooga-Hamilton County Hospital Authority dba  
Erlanger Health System karen.bragman@agg.com  
Kathleen G. Furr on behalf of Creditor Medical Arts Health Care, Inc., d/b/a Omnicare of  
Atlanta kfurr@bakerdonelson.com,  
mparris@bakerdonelson.com;gbarnes@bakerdonelson.com;bswitzer@bakerdonelson.com  
Kathleen G. Furr on behalf of Creditor Allegiance Medical Partners, LLC  
kfurr@bakerdonelson.com,  
mparris@bakerdonelson.com;gbarnes@bakerdonelson.com;bswitzer@bakerdonelson.com  
Kevin A. Stine on behalf of Creditor Allegiance Medical Partners, LLC  
kstine@bakerdonelson.com, mparris@bakerdonelson.com;kfurr@bakerdonelson.com  
Leah Fiorenza McNeill on behalf of Creditor US Foods leah.fiorenza@bryancave.com,  
b.lyle@bryancave.com  
Leon S. Jones on behalf of Creditor Carolyn Kuritz ljones@joneswalden.com,  
jwdistribution@joneswalden.com,mvining@joneswalden.com,cmccord@joneswalden.com,  
lpineyro@joneswalden.com,arich@joneswalden.com,ewooden@joneswalden.com  
Leron Edward Rogers on behalf of Creditor Health Check Inc. leron.rogers@lewisbrisbois.com  
Lisa M. Peters on behalf of Creditor GENERAL ELECTRIC CAPITAL CORPORATION  
lisa.peters@kutakrock.com, marybeth.brukner@kutakrock.com  
Lisa M. Peters on behalf of Creditor GE HFS, LLC lisa.peters@kutakrock.com,  
marybeth.brukner@kutakrock.com  
Mark L Evans on behalf of Creditor Meridian Leasing Corporation mlevans@beermannlaw.com  
Martin P. Ochs on behalf of U.S. Trustee Guy G. Gebhardt martin.p.ochs@usdoj.gov  
Mathew A. Schuh on behalf of Creditor Razor Insights mschuh@kkgpc.com, ccooper@kkgpc.com  
Michael D. Hurtt on behalf of Creditor Ruby Kate Oxford  
hurttntotices@windstream.net;hurttcfnotices@gmail.com;G17451@notify.cincompass.com  
Michael Scott Cole on behalf of Creditor Olympus America Inc. scole@carrollweiss.com  
Nathan A. Wood on behalf of Creditor Aetna, Inc. nwood@mcguirewoods.com  
Rebecca J. Price on behalf of Creditor Olympus America Inc. rprice@nmmlaw.com  
Richard B. Gossett on behalf of Creditor PathGroup, Inc. dgossett@bakerdonelson.com  
Robert B. Campos on behalf of Creditor Siemens Financial Services, Inc.  
rcampos@camposlawoffice.net  
Robert P. Sweeter on behalf of Creditor Regions Bank rob.sweeter@wallerlaw.com,  
cathy.thomas@wallerlaw.com;chris.cronk@wallerlaw.com  
Robert S. Westermann on behalf of Creditor Owens & Minor, Inc. rwestermann@hf-law.com,  
sdelacruz@hf-law.com  
Ronald L. x-Glass rglass@glassratner.com  
Sean C. Kulka on behalf of Plaintiff Chattanooga-Hamilton County Hospital Authority dba  
Erlanger Health System sean.kulka@agg.com  
Steven P. Ordaz on behalf of Claims Agent BMC Group Inc sordaz@bmcgroup.com,  
ecfbk@bmcgroup.com

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The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system (continued)

Steven P. Ordaz on behalf of Claims Agent BMC Group, Inc. sordaz@bmcgroup.com,  
ecfbk@bmcgroup.com  
Susan N. Goodman on behalf of Health Care Ombudsman Susan N Goodman sgoodman@mcrazlaw.com,  
tdahl@mcrazlaw.com;doesterle@mcrazlaw.com;ecfbk@mcrazlaw.com  
Thomas D. Richardson on behalf of Creditor Brinson, Askew, Berry, et al.  
TRichardson@Brinson-Askew.com

TOTAL: 93