



IT IS ORDERED as set forth below:

Date: July 18, 2014

Wendy L. Hagenau

Wendy L. Hagenau
U.S. Bankruptcy Court Judge

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

IN RE:	:
	:
ANESTHESIA HEALTHCARE PARTNERS, INC.	: Case No. 14-59631-whl
	:
AHP ASSOCIATES OF TEXAS, P.A.	: Case No. 14-59632-whl
AHP OF CENTRAL GEORGIA, P.C.	: Case No. 14-59633-whl
AHP OF ILLINOIS, INC.	: Case No. 14-59634-whl
AHP OF NORTH CAROLINA, INC.	: Case No. 14-59635-whl
AHP OF NORTHWESTERN LOUISIANA, LLC	: Case No. 14-59636-whl
AHPM OF GEORGIA, INC.	: Case No. 14-59637-whl
	:
ANESTHESIA HEALTHCARE PARTNERS OF FLORIDA, INC.	: Case No. 14-59639-whl
HBL ANESTHESIA SERVICE, LLC	: Case No. 14-59640-whl
MEDFINANCIAL, LLC	: Case No. 14-59641-whl
(Jointly Administered under Anesthesia Healthcare Partners, case no. 14-59631)	:
	:

FINAL ORDER PURSUANT TO SECTIONS 105, 361, 362 AND 363 OF THE BANKRUPTCY CODE (I) AUTHORIZING USE OF CASH COLLATERAL AND GRANTING ADEQUATE PROTECTION AND (II) GRANTING RELATED RELIEF AND (III) FINAL ORDER AUTHORIZING POSTPETITION FINANCING PURSUANT TO SECTION 364 OF THE BANKRUPTCY CODE

This matter having come on for a hearing before this Court on July 17, 2014 (the “Final Hearing”) pursuant to that certain *Fifth Interim Order Pursuant to Sections 105, 361, 362 and 363 of the Bankruptcy Code (I) Authorizing Interim Use of Cash Collateral and Granting Adequate Protection and (II) Granting Relief Related and (III) Third Interim Order Authorizing Postpetition Financing Pursuant to Section 364 of the Bankruptcy Code* [Doc. No. 93] (the “July 14, 2014 Interim Order”)¹ which granted on an interim basis and scheduled the Final Hearing on the *Motion for Authority to Use Cash Collateral and to Provide Adequate Protection Therefore and Request for Emergency Preliminary Hearing* (the “Cash Collateral Motion”) [Doc. No. 7] filed by Anesthesia Healthcare Partners, Inc., AHPM of Georgia, Inc., AHP of Central Georgia, P.C., AHP of Northwestern Louisiana, LLC, AHP of North Carolina, Anesthesia Healthcare Partners of Florida, Inc., AHP Associates of Texas, P.A., MedFinancial, LLC, AHP of Illinois, Inc. and HBL Anesthesia Service, LLC, debtors and debtors in possession in the above-captioned chapter 11 cases (each a “Debtor”, and collectively the “Debtors”) and the *Joint Motion of Debtors and SunTrust Bank to Obtain Post-Petition Financing* [Doc. 42] (the “DIP Motion”; together with the Cash Collateral Motion the “Motions”).

The Cash Collateral Motion sought entry of an interim order authorizing use of cash collateral (as defined herein) and this order (the “Final Order”) authorizing the Debtors, pursuant to § 363 of Title 11, United States Code, 11 U.S.C. § 101, et seq. (as amended, the “Bankruptcy Code”), and Rules 4001 and 9014 of the Federal Rules of Bankruptcy Procedure (as amended,

¹ Prior to the entry of this Final Order, the Court entered interim orders allowing for the use of Cash Collateral (as defined herein) and, as applicable, authorization for financing pursuant to section 364 of the Bankruptcy Code on May 22, 2014 [Dkt. No. 25], June 6, 2014 [Dkt. No.45], June 11, 2014 [Dkt. No. 51], July 2, 2014 [Dkt. No. 62] and July 14, 2014 [Dkt. No. 93] (collectively, the “Interim Financing Orders”).

the “Bankruptcy Rules”), use of Cash Collateral (as defined below) and to provide adequate protection, pursuant to §§ 361 and 363(e) of the Bankruptcy Code, as set forth herein to several banks and other financial institutions and lenders (the “Lenders”), and SunTrust Bank, in its capacity as administrative agent for the Lenders (the “Administrative Agent”) (SunTrust Bank, as Administrative Agent and sole Lender under the Prepetition Loan Agreement, as defined below, collectively referred to as “Prepetition Lender”) under that certain Credit Agreement dated as of August 28, 2009 (as same may or has been amended, modified or supplemented and in effect from time to time, including, without limitation, by a certain First Amendment to Credit Agreement dated as of December 21, 2009, a certain Second Amendment to Credit Agreement dated as of October 27, 2010, a certain Third Amendment to Credit Agreement dated as of June 10, 2011, a certain Fourth Amendment to Credit Agreement dated as of January 30, 2013, a certain Forbearance Agreement dated as of November 27, 2013 and a certain Forbearance Agreement dated as of April 1, 2014, collectively the “Prepetition Loan Agreement”), among Prepetition Lender and each of the Debtors therein, as co-borrowers and obligors, and all of the security, collateral and ancillary agreements and documents executed in connection with the Prepetition Loan Agreement (collectively, the “Prepetition Loan Documents”), on account of any diminution in the value of Prepetition Lender’s interests in the Prepetition Collateral (as defined below) resulting from the (a) use, sale, lease, disposition, shrinkage, decline in market value, consumption or physical deterioration of the Prepetition Collateral, and (b) the imposition of the automatic stay pursuant to § 362 of the Bankruptcy Code.

The DIP Motion (as subsequently amended only as to the amount and maturity date of the proposed post-petition loan), pursuant to sections 105, 361, 362, 364(c)(1), (2) and (3),

363(d) and 507 of the Bankruptcy Code and Fed. R. Bankr. P. 4001, requests, among other things:

- (a) Authorization for the Debtors to obtain postpetition financing up to the aggregate principal amount of \$1,000,000 from SunTrust Bank (in such capacity the “DIP Lender”; together with the Prepetition Lender in the applicable capacity “SunTrust”) subject to the terms and conditions set forth in the postpetition financing document (the “DIP Loan”);
- (b) Authorization for the Debtors to execute and enter into the DIP Loan and perform all such other and further acts as may be required thereunder;
- (c) Granting of priming liens to the DIP Lender (the “Priming Liens”) on substantially all of the Debtors’ assets that constitute “Collateral” as defined in the Prepetition Loan Documents;
- (d) Granting of first priority liens to the DIP Lender on any unencumbered property of the Debtors; and
- (e) Granting of super-priority administrative claim status to the DIP Lender’s claims.

Following presentations by counsel on the record before the Court, and upon all pleadings filed with the Court and the record at the hearings held with respect to the Interim Financing Orders and the Final Hearing; and after due deliberation and consideration and sufficient cause appearing therefor:

IT IS HEREBY FOUND THAT:

A. **Petition Date.** On May 15, 2014 (the “Filing Date”), the Debtors filed voluntary petitions for relief with this Court under Chapter 11 of the Bankruptcy Code (the “Chapter 11”

Cases”). The Debtors are continuing in possession of their property, and operating and managing their businesses, as debtors in possession pursuant to Bankruptcy Code §§ 1107 and 1108.

B. **Jurisdiction**. This Court has jurisdiction, pursuant to 28 U.S.C. §§ 157(b) and 1334, over these proceedings, and over the persons and property affected hereby. Consideration of the Motions constitutes a core proceeding under 28 U.S.C. § 157(b)(2). The statutory predicates for the relief sought herein are Sections 105, 361, 362, and 363 of the Bankruptcy Code and Rules 2002, 4001, and 9014 of the Bankruptcy Rules. Venue for the Cases and proceedings on the Motions is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409.

C. **Notice**. As stated on the record at the Final Hearing held on July 17, 2014, notice of entry of the Interim Financing Orders and the Final Hearing [Doc. No. 98] was served via the Court’s CM/ECF electronic mail system to: (i) the Office of the United States Trustee, (ii) the Internal Revenue Service and (iii) all other parties having been given notice of the Court. Sufficient and adequate notice of the Final Hearing, the issuance and entry of the Interim Financing Orders and this Final Order, and the relief requested in the Motions has been given pursuant to §§ 102(1), 363(c) and 363(e) of the Bankruptcy Code, and Bankruptcy Rules 2002 and 4001.

D. **Debtors’ Stipulations**. Without prejudice to the rights of parties in interest as set forth in **paragraph 25** herein, the Debtors (on behalf of and for themselves) admit, stipulate, acknowledge and agree that (collectively, **paragraphs D(i) through D(iv)** hereof shall be referred to herein as the “**Debtors’ Stipulations**”):

- (i) Prepetition Lender asserts, and each Debtor stipulates that, in accordance

with the terms of the Prepetition Loan Documents, the Debtors are truly and justly indebted to Prepetition Lender, without defense, counterclaim or offset of any kind, and that as of the Filing Date the Debtors are jointly and severally liable to Prepetition Lender in respect of the Prepetition Loan Agreement in the approximate aggregate principal amount of \$8,500,000.00 (together with any amounts paid, incurred or accrued prior to the Filing Date in accordance with the Prepetition Loan Documents, unpaid principal, accrued and unpaid interest, any reimbursement obligations (contingent or otherwise) in respect of letters of credit, any fees, expenses and disbursements (including, without limitation, attorneys' fees, related expenses and disbursements), treasury, cash management and derivative obligations, indemnification obligations, and other charges, amounts and costs of whatever nature owing, whether or not contingent, whenever arising, accrued, accruing, due, owing, or chargeable in respect of any of the Debtors, or any other borrower under the Prepetition Loan Agreement, including all "Obligations" as described in the Prepetition Loan Agreement (collectively, the "Prepetition Obligations").

(ii) Prepetition Lender further asserts, and each Debtor stipulates that the Prepetition Obligations are secured by valid, enforceable, duly perfected liens and security interests (collectively, the "Prepetition Liens") granted by each Debtor for the benefit of Prepetition Lender, on and in all or substantially all of the Debtors' assets, including, but not limited to, the Collateral (as that term is defined in that certain Guaranty and Security Agreement dated August 28, 2009, by and among the Debtors and the Administrative Agent in favor of the Prepetition Lender (as amended, supplemented and modified from time to time, the "Prepetition Security Agreement"), and all Proceeds

and products of the foregoing and all accessions to, substitutions and replacements for, and rents, profits and products of, each of the foregoing, any and all Proceeds of any insurance, indemnity, warranty or guaranty payable to such Debtor-borrower from time to time with respect to any of the foregoing, in each case to the extent set forth in the Prepetition Loan Documents (collectively, the "Prepetition Collateral").

(iii) Subject to the provisions of **paragraph 25** herein, the Debtors acknowledge and agree that: (a) the Prepetition Liens are valid, binding, enforceable, non-avoidable and perfected; (b) as of the Petition Date, the Prepetition Liens had priority over any and all other liens on the Prepetition Collateral, subject only to certain liens otherwise permitted by the Prepetition Loan Documents; (c) the Prepetition Obligations constitute legal, valid, binding, and non-avoidable obligations of the Debtors, enforceable in accordance with the terms of the Prepetition Loan Documents (other than in respect of the stay of enforcement arising from § 362 of the Bankruptcy Code); (d) no offsets, challenges, objections, defenses, claims or counterclaims of any kind or nature to any of the Prepetition Liens or the Prepetition Obligations exist, and no portion of the Prepetition Liens or the Prepetition Obligations is subject to any challenge or defense, including, without limitation, avoidance, recharacterization, or subordination pursuant to the Bankruptcy Code or applicable non-bankruptcy law; (e) the Debtors and their estates have no offsets, defenses, claims, objections, challenges, causes of actions, and/or choses in action, against Prepetition Lender and/or any of their respective affiliates, parents, subsidiaries, agents, attorneys, advisors, professionals, officers, directors and employees arising out of, based upon or related to the Prepetition Loan Documents, as applicable; (f)

as of the Filing Date, the value of the Prepetition Collateral securing the Prepetition Obligations exceeded the amount of those obligations, and accordingly the Prepetition Obligations are allowed secured claims within the meaning of § 506 of the Bankruptcy Code; (g) the Debtors have waived, discharged and released any right they may have to challenge any of the Prepetition Obligations and the security for these obligations, and to assert any offsets, defenses, claims, objections, challenges, causes of action and/or choses of action against Prepetition Lender and/or any of its respective affiliates, parents, subsidiaries, agents, attorneys, advisors, professionals, officers, directors and employees; and (h) any payments made on account of the Prepetition Obligations to or for the benefit of Prepetition Lender prior to the Filing Date were on account of amounts in respect of which Prepetition Lender was secured, were payments out of Prepetition Lender's Prepetition Collateral, and such payments did not diminish any property otherwise available for distribution to unsecured creditors.

(iv) Prepetition Lender also asserts, and each Debtor stipulates that all of the Debtors' cash that constitutes proceeds of the Prepetition Collateral is part of the Prepetition Collateral and, therefore, is "cash collateral" of Prepetition Lender within the meaning of § 363(a) of the Bankruptcy Code (the "Cash Collateral").

E. **Findings Regarding the DIP Loan.**

(i) **Need for Postpetition Financing.** The Debtors have an immediate need to obtain the DIP Loan and use Cash Collateral in order to, among other things, permit the orderly continuation of the operation of their businesses and to otherwise preserve the enterprise value of the Debtors' estates. The Debtors' access to sufficient working capital

and liquidity through the use of Cash Collateral and advances under the DIP Loan is vital to a successful sale or reorganization of the Debtors, and to otherwise preserve the enterprise value of the Debtors' estates. Immediate and irreparable harm will be caused to the Debtors and their estates if immediate financing is not obtained and permission to use Cash Collateral is not granted.

(ii) No Credit Available on More Favorable Terms. As set forth in the DIP Motion and in the Declaration of Sean M. Lynch in support thereof [Doc. No. 42], the Debtors have determined, at the time hereof, that no acceptable financing on more favorable terms from sources other than the DIP Lender under the DIP Loan, the Interim Financing Orders and this Final Order is available. The Debtors are unable to obtain: (a) unsecured credit as an administrative expense as provided for in section 503(b)(1) of the Bankruptcy Code; (b) secured credit on terms acceptable to the Debtors pursuant to sections 364(c)(1), (2), or (3) of the Bankruptcy Code; and (c) secured credit pursuant to section 364(d)(1) of the Bankruptcy Code without (x) granting the DIP Lender the rights, remedies, privileges, benefits and protections provided herein and in the DIP Loan, including, without limitation, the DIP Liens and the DIP Superpriority Claims (as defined below), (y) allowing the DIP Lender to provide the loans and other financial accommodations under the DIP Loan on the terms set forth in the Interim Financing Orders, herein and in the DIP Loan (clauses (x) and (y) collectively, the "DIP Protections"), and (z) providing the Prepetition Lender the adequate protection more fully described in **Paragraph 2** below.

F. Adequate Protection for Prepetition Lender. The Prepetition Lender has

agreed to permit the Debtors to use the Prepetition Collateral, including the Cash Collateral, during the DIP Period (defined below), subject to the terms and conditions herein, including the protections afforded a party acting in “good faith” under section 364(e) of the Bankruptcy Code. In addition, the DIP Loan provides for a priming of the Prepetition Liens pursuant to section 364(d) of the Bankruptcy Code to which the Prepetition Lender consents.

G. Business Judgment and Good Faith Pursuant to Section 364(e).

(i) The DIP Lender has indicated a willingness to provide postpetition secured financing to the Debtors in accordance with the DIP Loan, the Interim Financing Orders and this Final Order.

(ii) The terms and conditions of the use of Cash Collateral and the DIP Loan and the fees thereunder and as described herein are fair and reasonable, reflect the Debtors’ exercise of prudent business judgment consistent with their fiduciary duties, and are supported by reasonably equivalent value and fair consideration.

(iii) The DIP Loan and the Prepetition Lender’s Adequate Protection (as defined below) were negotiated in good faith and at arm’s length among the Debtors, the DIP Lender and the Prepetition Lender, respectively, with the assistance and counsel of their respective advisors, and all of the DIP Obligations (as defined below) and the Prepetition Lender’s Adequate Protection shall be deemed to have been extended and/or agreed to, as applicable, for valid business purposes and uses in good faith and in express reliance upon the protections offered by § 364(e) of the Bankruptcy Code or this Final Order, and the DIP Liens, the DIP Superpriority Claims (as defined below) shall be entitled to the full protection of § 364(e) of the Bankruptcy Code and this Final Order in

the event this Final Order or any other order or any provisions hereof is vacated, reversed, amended or modified. Without limiting the foregoing, any advances made to the Debtors and Cash Collateral use by the Debtors under the DIP Loan, the Interim Financing Orders and this Final Order shall be entitled to the protections provided by section 364(e) of the Bankruptcy Code.

H. **Relief Essential; Best Interest.** For the reasons stated above, the Debtors have requested entry of the Interim Financing Orders and this Final Order pursuant to Bankruptcy Rule 4001. The permission granted herein authorizing the postpetition financing and the use of Cash Collateral in accordance with the DIP Loan, the Interim Financing Orders and this Final Order is necessary to avoid immediate and irreparable harm to the Debtors. This Court concludes that entry of this Final Order is in the best interest of the Debtors' respective estates and creditors as its implementation will, among other things, allow for the continued operation of the Debtors' existing businesses and enhance the Debtors' prospects for successful reorganization.

Based upon the foregoing findings and conclusions, the representations contained in the Motions, and upon the record made before this Court at the Final Hearing held on July 17, 2014, and good and sufficient cause appearing therefor:

IT IS HEREBY ORDERED THAT:

1. **Motions Granted.** The Cash Collateral Motion and the DIP Motion are hereby granted in accordance with the terms and conditions set forth in this Final Order. Any objections to the Motions with respect to the entry of this Final Order that have not been withdrawn, waived or settled, and all reservation of rights included therein, are hereby denied and overruled.

CASH COLLATERAL

2. **Authorization to Use Cash Collateral.** Subject in all respects to the terms and conditions set forth herein, the Debtors are authorized to use Cash Collateral from May 15, 2014 through and including the earliest of: (i) September 30, 2014; (ii) the dismissal of the Debtors' Cases; (iii) the conversion of any of the Debtors' Cases to a case under Chapter 7 of the Bankruptcy Code; (iv) the resignation or termination of the Chief Restructuring Officer to be appointed as a condition precedent to the DIP Loan, and the failure of the parties to agree to the appointment of a replacement Chief Restructuring Officer acceptable to both parties; or (v) the appointment of either a trustee under Bankruptcy Code section 1104(a) or an examiner with expanded powers in any of the Debtors' cases (the earliest date, the "Cash Collateral Termination Date"). Cash Collateral and advances under the DIP Loan (as defined herein) shall only be used, for the purposes, and in the amounts set forth in the budget attached hereto as **Exhibit "A"**. (the "Budget"). Unless Prepetition Lender and DIP Lender (as defined herein) each shall otherwise agree in writing, the amount of Cash Collateral which the Debtors may use pursuant to this Final Order shall not exceed the aggregate weekly amount set forth in the Budget by an amount greater than five (5%) percent of any designated week as set forth in the Budget. Upon entry of an order, after appropriate notice and hearing, approving and allowing fees and expenses to be paid by approved professionals engaged on behalf of the Debtors' estates, such approved fees and expenses may be paid.

3. Additionally, Debtors are authorized to use Cash Collateral to pay any fee or charge assessed against the Debtors under 28 U.S.C. § 1930.

4. The cash management systems required by, or otherwise established in accordance with, the Prepetition Loan Documents (including, without limitation, any lockbox

arrangements) shall remain in place during these Chapter 11 Cases; provided that the Debtors shall be permitted, subject to the Debtors first obtaining the prior written consent of Prepetition Lender, to make such adjustments to the cash management systems in order to comply with any applicable Local Rules of this Court or guidelines adopted by the Office of the United States Trustee.

5. In this Final Order, the term “Replacement Lien” shall mean that, subject to the terms and conditions set forth in this Final Order, Prepetition Lender shall have and is hereby granted (effective retroactive to the Filing Date and without the necessity of the execution by the Debtors of mortgages, deeds of trust, security agreements, pledge agreements, financing statements or otherwise), valid and perfected, security interests in, and liens upon all present and after-acquired property of each Debtor of the same character, nature type, and scope as the prepetition liens held by Prepetition Lender, including, without limitation, all proceeds, cash, cash equivalents and Cash Collateral contained in any account maintained by the Debtors, and such liens shall attach in the same priority and to the same extent, priority, enforceability, unavailability and validity as Prepetition Lender’s security interests and liens in the Prepetition Collateral (collectively, with all proceeds and products of any or all of the foregoing, the “Postpetition Collateral”); provided, however, the Postpetition Collateral shall not include any claims for relief under Chapter 5 of the Bankruptcy Code or any proceeds thereof.

6. **Adequate Protection for Prepetition Lender.** Prepetition Lender is granted the following adequate protection for any diminution in the value of its interests in the Prepetition Collateral from and after the Filing Date resulting from (a) the use, sale, lease, disposition, shrinkage, decline in market value, consumption or physical deterioration of the Prepetition

Collateral (including Cash Collateral) by the Debtors, and (b) the imposition of the automatic stay pursuant to § 362(a) of the Bankruptcy Code:

- (a) Prepetition Lender shall have and is hereby granted the Replacement Liens;
- (b) If, and to the extent that, the Replacement Liens and adequate protection payments described in paragraphs 5 and 6(a) are insufficient to provide adequate protection for Prepetition Lender, Prepetition Lender is hereby granted allowed superpriority claims against the Debtors' estates pursuant to § 507(b) of the Bankruptcy Code (the "Prepetition Superpriority Claims"), with priority in payment over any and all administrative expenses of the kinds specified or ordered pursuant to any provision of the Bankruptcy Code, including, but not limited to, Bankruptcy Code §§ 105, 326, 328, 330, 331, 503(b), 507(a), 507(b), 1113 and 1114, and shall at all times be senior to the rights of each Debtor, and any successor trustee or any creditor, in the Chapter 11 Cases or any subsequent proceedings under the Bankruptcy Code. Other than the DIP Superpriority Claims (as defined herein), no cost or expense of administration asserted against the Debtors' estates under §§ 105, 503(b) and 507(b) of the Bankruptcy Code shall be senior to, or *pari passu* with, the Prepetition Lender Superpriority Claims;
- (c) As additional adequate protection, Prepetition Lender may accrue interest on account of its claims at the rate of interest being charged under the Prepetition Loan Documents as of the Petition Date; and
- (d) As additional adequate protection, Prepetition Lender shall accrue as part of its prepetition claim the out-of-pocket costs and expenses incurred by Prepetition

Lender (including, without limitation, the fees and expenses of counsel and any financial consultants advising the Prepetition Lender) in accordance with the terms of the Prepetition Loan Agreement.

7. **Priority of Replacement Liens.** Subject to **paragraphs 5 and 6** above, the Replacement Liens granted to Prepetition Lender pursuant to the Interim Financing Orders and this Final Order shall be prior and senior to all liens and encumbrances of (a) all other secured creditors in and to such property granted, or arising, subsequent to the date of the Interim Financing Order entered on May 22, 2014 [Doc. No. 25] (including, without limitation, liens and security interests, if any, granted in favor of any federal, state, municipal or other governmental unit, commission, board or court for any liability of the Debtors other than taxes); (b) any intercompany claim of any Debtor or subsidiary or affiliate of any Debtor; and (c) any security interest or lien that is avoided or otherwise preserved for the benefit of any Debtor's estate pursuant to § 551 of the Bankruptcy Code; provided, however, that the Replacement Liens granted to Prepetition Lender pursuant to the Interim Financing Orders and this Final Order shall not attach to any claims for relief under chapter 5 of the Bankruptcy Code or the proceeds thereof.

DIP FINANCING

8. **Approval of DIP Loan.** The Debtors were, pursuant to the Interim Financing Orders, and are hereby authorized to incur the DIP Obligations (as defined below) and to execute, deliver, and perform under the DIP Loan and all other instruments, certificates, agreements, and documents which may be required or necessary under the DIP Loan (including, without limitation, the creation and perfection of the DIP Liens described in this Final Order).

The Debtors were, pursuant to the Interim Financing Orders, and are hereby authorized to perform all acts and pay the principal, interest, fees, expenses, and other amounts as such become due under the DIP Loan and this Final Order. Upon execution and delivery, pursuant to the terms of the Interim Financing Orders, the DIP Loan represented, and by the provisions of this Final Order shall represent valid and binding obligations of the Debtors enforceable in accordance with their terms. Each officer of a Debtor (including the Chief Restructuring Officer engaged by the Debtors) acting singly was authorized, pursuant to the Interim Financing Orders, and is hereby authorized to execute and deliver the DIP Loan and any other documents required therein, such execution and delivery to be conclusive of such officer's respective authority to act in the name of and on behalf of the Debtors.

9. **DIP Obligations.** For purposes of this Final Order, the term "DIP Obligations" shall mean all amounts and other obligations and liabilities owing by the Debtors under the DIP Loan (including, without limitation, all "Obligations" as defined in the DIP Loan) and shall include, without limitation, the principal of, interest on, fees, costs, expenses, and other charges owing in respect of such amounts (including without limitations, any reasonably attorneys' fees and any other professional fees and expenses provided for in the DIP Loan, the Interim Financing Orders and/or this Final Order), and any obligations in respect of indemnity claims, whether contingent or otherwise.

10. **Authorization to Incur DIP Obligations.** To enable the Debtors to continue to operate their business and preserve and maximize the value of their estates, during the period from the entry of the Petition Date through and including the Cash Collateral Termination Date, unless extended by written agreement of the DIP Lender and Prepetition Lender (the "DIP

Period”), the Debtors are hereby authorized to borrow under the DIP Loan an aggregate outstanding principal amount not to exceed \$[1,000,000] (any amounts repaid under the DIP Loan may be reborrowed through the Maturity Date) subject to the terms of the DIP Loan and this Final Order. Advances under the DIP Loan shall be in accordance with the Budget and only to the extent that there is insufficient Cash Collateral to fund the Budget. Notwithstanding anything to the contrary herein only the Debtors may obtain and use advances under the DIP Loan and any affiliated or subsidiary parties, which are not named Debtors of the chapter 11 Cases, may not obtain use of the DIP Loan.

11. **Use of Proceeds of DIP Collateral.** The Debtors shall apply the proceeds of all DIP Collateral (as defined below) solely in accordance with this Final Order and the applicable provisions of the DIP Loan.

12. **Interest, Fees, Costs and Expenses.** The DIP Loan shall bear interest at the rates, and be due and payable (and paid), as set forth in, and in accordance with the terms and conditions of this Final Order and the DIP Loan, in each case without further notice, motion, or application to, order of, or hearing before this Court. The Debtors shall pay at the Cash Collateral Termination Date (unless extended in writing by the DIP Lender) all fees, costs, expenses (including reasonable legal and other professional fees and expenses of the DIP Lender) and other charges payable under the DIP Loan, subject to **paragraph 33** below. All such fees, costs, expenses and disbursements, whether incurred, paid or required to be paid prepetition or postpetition, are hereby affirmed, authorized and payable as contemplated in this Final Order and the DIP Loan, and shall be non-refundable and not subject to challenge in any respect. As provided in the DIP Loan (and without limiting the Debtors’ respective obligations

thereunder) and as provided in the Budget, the Debtors will pay all reasonable expenses incurred by the DIP Lender (including, without limitation, the reasonable legal fees and professional fees and expenses) in connection with the DIP Loan, the Interim Financing Orders, this Final Order, and any other agreements, instruments, pleadings, or other documents prepared or reviewed in connection with any of the foregoing, whether or not any or all of the transactions contemplated hereby or by the DIP Loan are consummated. To the extent payment of the DIP Lender's reasonable expenses (including without limitation legal fees and professional fees and expenses) is not made on an interim basis, payment shall be made at the maturity date of the DIP Loan.

13. **Conditions Precedent.** The DIP Lender and the Prepetition Lender have no obligation to extend credit under the DIP Loan or permit the use of DIP Collateral proceeds, including Cash Collateral, as applicable during the DIP Period unless all conditions precedent under the DIP Loan have been satisfied in full or waived by the DIP Lender.

14. **DIP Liens and Security Interests.** The DIP Lender was, pursuant to the Interim Financing Orders, and is hereby granted a valid and perfected, security interest in, and liens upon all present and after-acquired property of each Debtor, both real and personal, intangible and tangible, including without limitation, all proceeds, cash, cash equivalents and Cash Collateral contained in any account maintained by the Debtors, tax and other refunds, insurance proceeds, commercial tort claims, rights under section 506(c) of the Bankruptcy Code, all other Collateral (as defined in the DIP Loan), and all other "property of the estate" (as defined in section 541 of the Bankruptcy Code) of any kind or nature, now existing or hereafter acquired or created (collectively, with all proceeds and products of any or all of the foregoing, the "DIP Collateral"; all such liens granted to the DIP Lender, the "DIP Liens").

(a) First Lien on Unencumbered Property. Pursuant to section 364(c)(2) of the Bankruptcy Code, the DIP Liens shall be perfected, binding, continuing, enforceable, and non-avoidable first priority liens on all unencumbered DIP Collateral, if any;

(b) Liens Junior to Certain Other Liens. Pursuant to section 364(c)(3) of the Bankruptcy Code, the DIP Liens shall be perfected, binding, continuing, enforceable, and non-avoidable junior liens upon all DIP Collateral that is subject solely to the Prepetition Liens, other than liens which are expressly stated to be primed by the liens to be granted to the DIP Lender described in subparagraph (c) below; and

(c) Priming Liens. Pursuant to section 364(d)(1) of the Bankruptcy Code, the DIP Liens shall be perfected first priority, senior priming liens on all DIP Collateral (including, without limitation, Cash Collateral) that is senior to any Replacement Liens and senior and priming to (x) the Prepetition Liens and (y) any Liens that are junior to the Prepetition Liens and the Replacement Liens, after giving effect to any intercreditor or subordination agreements (the liens referenced in clauses (x) and (y), collectively, the “Primed Liens”); provided, however, that the liens described in this subparagraph (c) shall be junior solely to the valid, perfected and non-avoidable Prepetition Liens in favor of third parties existing as of the Filing Date.

Notwithstanding anything to the contrary, the DIP Collateral shall not include any claims for relief as to claims under chapter 5 of the Bankruptcy Code or the proceeds thereof.

15. DIP Lien Priority. Notwithstanding anything to the contrary contained in the Interim Financing Orders, this Final Order or the DIP Loan, for the avoidance of doubt, the DIP Liens shall in each and every case be first priority senior liens that are subject only to the valid,

perfected and non-avoidable Prepetition Liens in favor of third parties existing as of the Filing Date, and except as provided in the immediately preceding sub-clause, are senior to all prepetition and postpetition liens of any other person or entity (including, without limitation, the Primed Liens and the Replacement Liens). The DIP Liens and the DIP Superpriority Claims (as defined below): (A) shall not be subject to sections 506, 510, 549, 550, or 551 of the Bankruptcy Code or the “equities of the case” exception of section 552 of the Bankruptcy Code, (B) shall not be subordinate to, or *pari passu* with, (x) any lien that is avoided and preserved for the benefit of the Debtors and their estates under section 551 of the Bankruptcy Code or otherwise or (y) any intercompany or affiliate liens or claims of the Debtors, and (C) shall be valid and enforceable against any trustee or any other estate representative appointed in the Cases, upon the conversion of any of the Cases to a case under chapter 7 of the Bankruptcy Code or in any other proceedings related to any of the foregoing (each, a “Successor Case”), and/or upon the dismissal of any of the Cases.

16. **Enforceable Obligations.** Upon execution and delivery of the DIP Loan, pursuant to the provisions of the Interim Financing Orders, the DIP Loan constituted, and by the provisions of this Final Order shall constitute valid and binding DIP Obligations of the Debtors, enforceable against each Debtor, in accordance with the terms therein and this Final Order. No obligation, payment, transfer, or grant of security under the DIP Loan, related documents, the Interim Financing Orders, or this Final Order shall be stayed, restrained, voidable, avoidable, or recoverable under the Bankruptcy Code or under any applicable law (including, without limitation, under sections 502(d), 544, 547, 548, or 549 of the Bankruptcy Code)), or subject to any defense, reduction, setoff, recoupment or counterclaim.

17. **Superpriority Administrative Claim Status.** All of the DIP Obligations shall constitute allowed superpriority administrative claims pursuant to section 364(c)(1) of the Bankruptcy Code, which shall have priority over all administrative expense claims, adequate protection and other diminution claims (including the Prepetition Superpriority Claims), unsecured claims, and all other claims against the Debtors, now existing or hereafter arising, including, without limitation, administrative expenses or other claims of the kinds specified in, or ordered pursuant to, sections 105, 326, 328, 330, 331, 503(a), 503(b), 506(c), 507(a), 507(b), 546, 726, 1113, and 1114 or any other provision of the Bankruptcy Code, whether or not such expenses or claims may become secured by a judgment lien or other non-consensual lien, levy, or attachment (the "DIP Superpriority Claims"). Notwithstanding the foregoing, the DIP Superpriority Claim shall not include, or be payable from, any claims for relief under chapter 5 of the Bankruptcy Code or the proceeds thereof.

18. **Consent to Priming and Adequate Protection.** The Prepetition Lender consents to the Adequate Protection and the priming provided for herein.

**PROVISIONS OF INTERIM ORDER APPLICABLE TO
CASH COLLATERAL AND DIP FINANCING**

19. The Debtors were, pursuant to the provisions of the Interim Financing Orders, and are hereby authorized to perform all acts that are deemed reasonably necessary by the DIP Lender and the Prepetition Lender to effectuate the terms and conditions of this Final Order and the DIP Loan.

20. Any stay, modification, reversal or vacation of this Final Order shall not affect the validity of any obligation of the Debtors to the DIP Lender and the Prepetition Lender incurred pursuant to this Final Order. Notwithstanding any such stay, modification, reversal or vacation,

all use of Cash Collateral, all advances under the DIP Loan and all obligations incurred by the Debtors pursuant hereto prior to the effective date of such stay, modification, reversal or vacation, shall be governed in all respects by the original provisions hereof and the Prepetition Lender and the DIP Lender shall be entitled to all the rights, privileges and benefits, including without limitation, providing liens, the Replacement Liens, DIP Liens, Prepetition Superpriority Claims and DIP Superpriority Claims granted herein.

21. **Automatic Postpetition Lien Perfection.** The DIP Liens and Replacement Liens granted pursuant to this Final Order shall constitute valid and duly perfected security interests and liens, and this Final Order shall be sufficient and conclusive evidence of the validity, enforceability, perfection, and priority of the DIP Liens and the Replacement Liens without the necessity of (a) filing or recording any financing statement, deed of trust, mortgage, or other instrument or document which may otherwise be required under the law of any jurisdiction or (b) taking any other action to validate or perfect the DIP Liens and the Replacement Liens or to entitle the DIP Liens and the Replacement Liens to the priorities granted herein. If, however, DIP Lender or Prepetition Lender, each in its sole discretion, shall determine to file any such financing statements, notices of lien or similar instruments, or to otherwise confirm perfection of such DIP Liens or Replacement Liens, the Debtors are directed to cooperate with and assist in such process, the stay imposed by § 362(a) of the Bankruptcy Code hereby is lifted to allow the filing and recording of a certified copy of this Final Order or any such financing statements, notices of lien or similar instructions, and all such documents shall be deemed to have been filed or recorded as of May 22, 2014.

22. **Reporting Requirements.** The Debtors shall provide SunTrust with all financial

and other reports as required by the Prepetition Loan Documents and the DIP Loan. In addition, the Debtors shall provide SunTrust with: (a) updated rolling 13 week cash receipts and disbursements budgets in the form of the Budget, delivered on the fourth Friday following the Filing Date and every fourth Friday thereafter; (b) a weekly report delivered each Tuesday comparing actual results to budgeted amounts for all categories appearing on the Budget, to be delivered weekly in arrears; (c) on a monthly basis within five (5) Business Days of the end of a month, an accounts receivable aging report setting forth the amount due and owing under each account receivable included in the Prepetition Collateral and the Replacement Liens; and (d) on a weekly basis delivered Tuesday of each week, an accounts payable aging report setting forth the amount due and owing under each account payable incurred from and after the Filing Date.

23. **Access to Information.** The Debtors should also provide SunTrust (or any authorized representative thereof) with reasonable access during normal business hours to all documentation, places of business, available officers, consultants and employees of the Debtors, which, in the event any such officers, consultants or employees of the Debtors are not available in the office, reasonable access shall also be made via telephone or teleconference, all without material disruption to the Debtors' business operations.

24. **Survival.** The provisions of this Final Order and any actions taken pursuant hereto shall survive entry of any order which may be entered (a) confirming any plan of reorganization in any of the Chapter 11 Cases, (b) converting any of the Chapter 11 Cases to a Chapter 7 case, or (c) dismissing any of the Chapter 11 Cases, and the terms and provisions of this Interim Order as well as the Prepetition Superpriority Claims, DIP Superpriority Claims, DIP Liens and Replacement Liens granted pursuant to this Final Order shall continue in full

force and effect notwithstanding the entry of such order, and such Prepetition Superpriority Claims, DIP Superpriority Claims, DIP Liens and Replacement Liens shall maintain their priority as provided by this Final Order.

25. **Effect of the Debtors' Stipulations.** The Debtors' stipulations contained in **paragraphs D(i)-(iv)** hereof shall be binding upon all parties in interest, including any statutory committee, unless (a) a party in interest with standing in the Debtors' Chapter 11 Cases or otherwise (including any statutory committee) has timely filed an adversary proceeding or contested matter no later than the first date that is the earlier of (i) August 1, 2014 or (ii) the appointment of a trustee in the cases, (unless such deadline is extended by written consent of Prepetition Lender or by order of this Court) (the "**Challenge Period**") asserting any claims or causes of action against Prepetition Lender that are related to, defenses to or challenges to either the validity, enforceability, extent or priority of the Prepetition Obligations or Prepetition Lender's security interest and liens on the Prepetition Collateral in respect thereof, and (b) the Court rules (whether prior to or after such period) in favor of the plaintiff in any such adversary proceeding or contested matter timely filed within such period. Except to the extent asserted in an adversary proceeding timely filed during the Challenge Period, upon the expiration of such applicable Challenge Period, to the extent not otherwise waived or barred: (A) any and all such challenges and objections by any party (including, without limitation, any statutory committee, any Chapter 11 trustee, and/or any examiner appointed in these Chapter 11 Cases, and any Chapter 7 trustee and/or examiner appointed in any successor case), shall be deemed to be forever waived and barred; (B) all of the Debtors' Stipulations, waivers, releases, affirmations and other stipulations as to the priority, extent, and validity of Prepetition Lender's claims, liens,

and interests, of any nature, under the Prepetition Loan Documents, respectively, or otherwise incorporated or set forth in this Interim Order, shall be of full force and effect and forever binding upon the Debtors, the Debtors' bankruptcy estates and all creditors, interest holders, and other parties in interest in these Chapter 11 Cases; and (C) without further order of the Court, the Prepetition Obligations shall be allowed as fully secured claims within the meaning of § 506 of the Bankruptcy Code for all purposes in connection with these Chapter 11 Cases and any successor cases. Upon a successful challenge brought pursuant to this paragraph, the Court may fashion any appropriate remedy.

26. **Events of Default.** Anything in this Final Order to the contrary notwithstanding, and without limiting the generality of the provisions of **paragraph 2** herein, the Debtors shall be prohibited from using Cash Collateral or obtaining advances under the DIP Loan absent further order of this Court upon SunTrust having first notified the Debtors and any statutory committee(s) in writing that an Event Of Default has occurred and is continuing. For purposes of this Final Order, an "**Event Of Default**" shall occur if (a) the Debtors fail to perform any of their obligations in accordance with the terms of this Final Order and the DIP Loan, including, without limitation, the Debtors' failure to use Cash Collateral and advances under the DIP Loan in compliance with the Budget, (b) any representation or warranty made by the Debtors under this Final Order or any pleading, certificate, report or financial statement delivered to SunTrust in these Chapter 11 Cases proves to have been false or misleading in any material respect as of the time when made or given (including by omission of material information necessary to make such representation, warranty or statement not misleading), (c) the appointment of a Chapter 11 trustee or examiner with duties in addition to those set forth in §§ 1106(a)(3) and (a)(4) of the

Bankruptcy Code, (d) one or more of the Debtors' Chapter 11 Cases are converted to cases under Chapter 7, (e) the Debtors shall fail to furnish to SunTrust the final reporting required under **paragraph 22**, (f) the Debtors shall fail to provide SunTrust with the access provided for under **paragraph 23**, or (g) the Chief Restructuring Officer is terminated, resigns or is otherwise removed without the consent of SunTrust, and a replacement Chief Restructuring Officer is not timely agreed to and replaced by consent of SunTrust and the Debtors; provided, however, that to the extent the alleged event of default is a payment default or otherwise susceptible to cure, SunTrust shall provide the Debtors with written notice thereof and five (5) business days' opportunity to cure such default. Upon termination of the Debtors' right to use Cash Collateral pursuant to the terms of this Final Order, nothing in this Final Order shall be deemed to waive the right of the Debtors or any successor thereto, to bring a motion requesting that this Court authorize the use of Cash Collateral over the objection of SunTrust or any parties' rights to contest any such motion.

27. **Termination**. Upon the occurrence of an Event of Default, SunTrust may elect to terminate the Debtors' right to use its Cash Collateral and obtain advances under the DIP Loan hereunder by giving written notice of termination to counsel for the Debtors and filing a copy of such written notice with the Court. Unless otherwise directed by order of this Court, Debtor's right to obtain advances under the DIP Loan shall terminate immediately upon the occurrence of an Event of Default and Debtors' right to use Cash Collateral shall terminate on the fifth Business Day following receipt of such written notice unless the Court orders otherwise following appropriate notice and hearing.

28. **Use of Collateral**. The Debtors shall not (a) sell, transfer, lease, encumber or

otherwise dispose of any portion of the Prepetition Collateral, Postpetition Collateral and DIP Collateral other than in the ordinary course of business without the prior written consent of the Prepetition Lender and DIP Lender, as applicable, or order of this Court (and no such consent shall be implied, from any other action, inaction or acquiescence by the Prepetition Lender and DIP Lender, or from any order of this Court).

29. **No Waiver.** Nothing contained in the Interim Financing Orders or this Final Order shall constitute a waiver by SunTrust of its right to seek other or additional adequate protection, or other or additional relief from the Court as the circumstances may dictate, including, but not limited to, the right to seek additional adequate protection, relief from the automatic stay, dismissal or conversion of the Chapter 11 Cases, or the appointment of a trustee or an examiner.

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

31. Upon entry of the Final Order and in accordance with the Interim Financing Orders, no costs or expenses of administration which have been or may be incurred in the Chapter 11 Cases at any time shall be charged against the Prepetition Lender or the DIP Lender, or any of their respective claims, the Prepetition Collateral or DIP Collateral, pursuant to § 105 or § 506(c) of the Bankruptcy Code, or otherwise, without the prior written consent of the Prepetition Lender and DIP Lender, and no such consent shall be implied from any other action, inaction, or acquiescence by the Prepetition Lender and DIP Lender.

32. **Payments of Fees and Expenses.** Any payments to SunTrust for costs and

expenses (including but not limited to fees and expenses of counsel and any other professionals advising SunTrust) authorized pursuant to the Interim Financing Orders, this Final Order and provided for in the Prepetition Loan or DIP Loan, as applicable, shall not be subject to allowance by the Court, shall be payable within ten (10) Business Days upon presentment by SunTrust or its counsel and consultant of counsel's and consultant's monthly fee and expense statements, and such parties' right to receive such payment of fees and expenses shall not be required to comply with the U.S. Trustee's fee guidelines. Notwithstanding any provision of this Final Order, the Prepetition Loan Documents or the DIP Loan to the contrary, SunTrust reserves, and this Final Order is without prejudice to, its rights to, among other things, claim additional interest, fees and expenses (including, without limitation, professional fees and expenses) in an amount greater than the amounts provided for in this Final Order.

33. **No Marshalling.** The Prepetition Lender shall not be subject to the equitable doctrine of "marshaling" or any other similar doctrine with respect to any of the Prepetition Collateral.

34. **Findings of Fact.** This Final 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 Filing Date immediately upon execution thereof.

35. **Retention of Jurisdiction.** The Court has and will retain jurisdiction to enforce this Final Order according to its terms.

36. To the extent any provision of this Final Order conflicts with the Motion or prior Interim Financing Orders, this Final Order shall control.

37. **The Interim Financing Orders.** Except as specifically amended, supplemented

or otherwise modified hereby, all of the provisions of the Interim Financing Orders shall remain in effect and are hereby ratified by this Final Order.

38. **Final Order Governs.** In the event of any inconsistency between the provisions of this Final Order, the Interim Financing Orders and the DIP Loan, the provisions of this Final Order or the Interim Financing Orders, as applicable, shall govern.

39. **Binding Effect; Successors and Assigns.** The DIP Loan and the provisions of this Final Order, including all findings herein, shall be binding upon all parties in interest in these Cases, including, without limitation, any statutory or nonstatutory committee appointed or formed in these Cases, and the Debtors and their respective successors and assigns (including any chapter 7 trustee, chapter 11 trustee or similar responsible person or similar designee or litigation trust hereinafter appointed or elected for the estate of any of the Debtors) and shall inure to the benefit of the DIP Lender, the Prepetition Lender and the Debtors and their respective successors and assigns; *provided, however*, that the DIP Lender shall have no obligation to extend any financing to any chapter 7 trustee, chapter 11 trustee or similar responsible person or similar designee or litigation trust hereinafter appointed or elected for the estate of any of the Debtors. In determining to make any loan under the DIP Loan or in exercising any rights or remedies as and when permitted pursuant to this Final Order or the DIP Loan, the DIP Lender shall not be deemed to be in control of the operations of or participating in the management of the Debtors or to be acting as a “responsible person” or “owner or operator” with respect to the operation or management of the Debtors (as such terms, or any similar terms, are used in the United States Comprehensive Environmental Response, Compensation and Liability Act, 29 U.S.C. §§ 9601, et seq., as amended, or any similar federal or state statute).

END OF DOCUMENT

Prepared and presented by:
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EXHIBIT "A" FOLLOWS

BUDGET

Anesthesia Healthcare Partners Inc.
Liquidation Budget (See Note Below)

July 15, 2014

	7/18/2014	7/25/2014	8/1/2014	8/8/2014	8/15/2014	8/22/2014	8/29/2014	9/5/2014	9/12/2014	9/19/2014	9/26/2014	10/3/2014	Total 12 Weeks	Final (Payments) Receipts	TOTAL
RECEIPTS															
Patient Collections	220,000	220,000	220,000	220,000	220,000	220,000	220,000	210,000	210,000	210,000	210,000	210,000	2,785,000	-	2,785,000
Subsidy and Drog and Supply Income			25,000										21,800	-	21,800
Other															
Total Receipts	220,000	220,000	245,000	220,000	220,000	220,000	245,000	210,000	210,000	210,000	210,000	210,000	2,866,600	-	2,866,600
DISBURSEMENTS															
Operations		159,756		168,506		168,506			168,506				1,014,897	202,207	1,217,104
CRNA Providers													941,297	311,948	1,153,215
MD Providers													482,000	30,000	482,000
Locum Expense	72,000	36,000	32,000	35,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	16,800	205,700	14,800	250,500
Billing Fees	17,800	21,100	17,800	21,100	17,800	17,800	17,800	17,800	16,800	16,800	16,800	16,800	7,200		7,200
Shipping Expense and Forms		2,500					2,500						2,200		2,200
Drugs and Supplies	14,000	14,000	14,000	14,000	14,000	14,000	14,000	10,000	10,000	10,000	10,000	10,000	482,000		182,000
Patient Refunds	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	73,000		73,000
Salaries and Wages	61,775		80,152		52,361		52,361		53,984		53,984		334,617	22,000	356,617
Employee Benefits	876		15,495		442		442		876		876		35,187	442	35,629
Rent	46,599		26,000		33,129		684		27,629		684		171,253	1,000	171,253
Utilities	2,035		75		700		75		750		1,285		6,490	8,430	9,430
Communication	6,220				12,470				3,400		9,070		37,960	7,420	45,080
Equipment Rental/Lease	7,200			19,800				19,800					55,429	7,500	82,929
Contract Services	3,764		702	1,897	363	200	72	1,987		563	72	420	10,914	563	11,477
Travel & Entertainment	3,000		3,000	3,000	3,000	3,000	3,000	2,000	2,000	2,000	2,000	4,000	38,000		38,000
Insurance	64,125		19,536	5,429	18,536	200	5,429	1,450	200	200	200	200	180,704		180,704
Office Supplies/Expense	200		880	950	200	200	200	200	200	200	200	200	6,315		6,315
Repairs/Maintenance	250		250	250	250	250	250	250	250	250	250	250	4,250		4,250
Taxes & Licenses	13,000		500	2,000			500						18,000		18,000
Professional Fees - Corporate			10,000				5,000						15,000		15,000
Bank Interest/Fees	65,000		18,000	2,988			21,037						254,028	18,116	276,144
Deferral of Bank Interest/Fee Payment	(65,000)				(65,000)								(195,000)		(195,000)
Miscellaneous	500		500	500	500	500	500	500	500	500	500	500	6,500		6,500
Operations Disbursements:	319,144	270,763	198,031	312,703	423,486	240,688	172,131	140,792	522,995	132,212	277,157	157,987	3,748,342	615,998	4,384,337
Operating Cash Flow	(99,144)	(50,763)	46,969	(92,703)	(203,486)	(20,688)	72,869	69,208	(312,995)	77,788	(67,157)	48,613	(759,370)	(615,998)	(1,375,969)
Bankruptcy															
Professional Fees	52,500		45,000	25,000	7,500	45,000		70,000	7,500	45,000			542,500	133,750	676,250
Utility Deposits		4,970											4,970		4,970
Lease Cures													58,800		58,800
US Trustee Fees				28,275									28,275	58,550	84,825
Total Bankruptcy Expense	52,500	4,970	73,275	25,000	7,500	45,000		70,000	7,500	45,000			574,745	250,100	825,845
Net Cash Income Over Cash Expenses	(151,644)	(55,733)	(26,306)	(117,703)	(210,986)	(65,688)	72,869	(792)	(320,485)	32,788	(67,157)	(196,387)	(1,467,487)	(686,066)	(2,333,582)
Beginning Cash	71,066	4,422	3,889	2,383	4,880	3,884	2,986	75,885	75,073	4,578	37,366	5,209	387,402		387,402
Ending Cash - Operations	(80,578)	(51,311)	(22,617)	(115,320)	(206,386)	(62,004)	75,885	75,073	(245,422)	37,366	(29,791)	(191,178)	(1,080,086)	(686,066)	(1,946,180)
DIP Financing Advance (Rppay)	85,000	55,000	25,000	120,000	210,000	65,000			250,000				1,105,000	851,988	1,956,988
Ending Cash	4,422	3,889	2,383	4,680	3,694	2,986	75,885	75,073	4,578	37,366	5,209	3,822	24,915	(14,108)	10,808
DIP LOAN															
Beginning Balance	313,000	398,000	453,000	478,000	598,000	808,000	873,000	873,000	873,000	873,000	873,000	1,123,000	1,123,000	1,123,000	313,000
Advances	85,000	55,000	25,000	120,000	210,000	65,000			250,000				1,105,000	851,988	1,956,988
Repayments															
Ending Balance	398,000	453,000	478,000	598,000	808,000	873,000	873,000	873,000	1,123,000	1,123,000	1,123,000	1,353,000	1,418,000	851,988	2,289,988