



Dated: August 03, 2010

George B. Nielsen, Jr.

GEORGE B. NIELSEN, JR
U.S. Bankruptcy Judge

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IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF ARIZONA

In re:
ARIZONA HEART INSTITUTE, LTD, an
Arizona professional corporation,

Debtor.

In Proceedings Under Chapter 11
Case No. 2:10-bk-24062-GBN

**STIPULATED ORDER PROVIDING
FOR LIMITED USE OF NORTHERN
TRUST'S CASH COLLATERAL AND
OTHER RELATED RELIEF**

This matter came before the Court pursuant to "Arizona Heart Institute, Ltd.'s Motion to Approve Stipulated Order for Use of Cash Collateral [Docket No. 10] (the "**Motion**"), filed by ARIZONA HEART INSTITUTE, LTD ("**Debtor**"), the debtor and debtor in possession in the above-captioned Chapter 11 case. NORTHERN TRUST, N.A. ("**Northern Trust**") is Debtor's primary secured creditor. Pursuant to the Motion, Debtor seeks, among other things, authority to use Northern Trust's cash collateral.

To address the issues presented in the Motion, Debtor and Northern Trust have agreed to the entry of this stipulated Order authorizing Debtor's use of cash collateral under the terms and conditions set forth herein. After due and sufficient notice of the Motion, and considering the agreement of Debtor and Northern Trust to the terms of this Order, all evidence

1 proffered or presented regarding the Motion, and the entire record before this Court; and good
2 and sufficient cause appearing therefor,

3 The Court HEREBY FINDS AND CONCLUDES:

4 A. On July 30, 2010 (the "**Petition Date**"), Debtor filed its voluntary
5 petition commencing the above-captioned Chapter 11 case (the "**Bankruptcy Case**"). Since the
6 Petition Date, Debtor has continued operating its businesses as debtor-in-possession pursuant to
7 11 U.S.C. §§1107 and 1108.

8 B. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§157(b)
9 and 1334. This matter is a core proceeding as defined in 28 U.S.C. §157(b)(2).

10 C. Debtor is a professional corporation that provides specialized medical
11 services.

12 D. Debtor is obligated to Northern Trust on a number of loans (i.e., the
13 "**Loans**" as defined below). Pursuant to that certain Business Loan Agreement dated October 31,
14 2008, by and between Northern Trust and Debtor (the "**Loan Agreement**"):

15 1. Northern Trust provided to Debtor a revolving credit facility up to
16 the original principal amount of \$4,705,095.97 (the "**Operating Line**"), which is evidenced by,
17 among other things, that Master Note dated October 31, 2008, executed by Debtor and payable to
18 Northern Trust (the "**Operating Line Note**")

19 2. Northern Trust made a loan in the original principal amount of
20 \$800,000 ("**Loan #1193**") evidenced by, among other things, that Promissory Note dated March
21 28, 2008, executed by Debtor and payable to Northern Trust (the "**Loan #1193 Note**").

22 3. Northern Trust made a loan in the original principal amount of
23 \$1,000,000 ("**Loan #1194**"), evidenced by, among other things, Promissory Note dated March 28,
24 2008, executed by Debtor and payable to Northern Trust (the "**Loan #1194 Note**").

25 4. Northern Trust made a loan in the original principal amount of
26 \$415,243.03 (the "**Equipment Line**"), evidenced by, among other things, that Promissory Note

1 dated November 3, 2008, executed by Debtor and payable to Northern Trust (the "**Equipment**
2 **Note**").

3 5. Northern Trust made a loan in the original principal amount of
4 \$1,000,000 ("**Loan #1474**") evidenced by, among other things, that Promissory Note dated
5 January 3, 2006, executed by Debtor and payable to Northern Trust (the "**Loan #1474 Note**").

6 6. Northern Trust made a loan in the original principal amount of
7 \$1,000,000 ("**Loan #1858**" and, together with the Operating Line, Loan #1193, Loan #1194,
8 Equipment Line, and Loan #1474, the "**Loans**") evidenced by, among other things, that
9 Promissory Note dated January 3, 2007, executed by Debtor and payable to Northern Trust (the
10 "**Loan #1858 Note**" and, together with the Operating Line Note, the Loan #1193 Note, the Loan
11 #1194 Note, the Equipment Note, and the Loan #1474 Note, the "**Notes**").

12 E. As security for amounts owing to Northern Trust in connection with the
13 Loans, Debtor executed and delivered to Northern Trust that certain Commercial Security
14 Agreement, dated January 3, 2005 (the "**First Commercial Security Agreement**") and that
15 certain Commercial Security Agreement, dated March 28, 2007 (the "**Second Commercial**
16 **Security Agreement**", and collectively with the First Commercial Security Agreement, the
17 "**Commercial Security Agreements**"). Pursuant to the Commercial Security Agreements,
18 Debtor granted Northern Trust liens and security interests in collateral (collectively, the
19 "**Northern Trust Collateral**"), which includes, among other things, all of Debtor's accounts,
20 chattel paper, general intangibles, furniture, fixtures and equipment.

21 F. The Northern Trust Collateral includes accounts, general intangibles, and
22 other cash and cash equivalent proceeds which are "cash collateral" within the meaning of
23 Bankruptcy Code §363(a). The Northern Trust Collateral that constitutes cash collateral will be
24 referred to herein as the "**Cash Collateral**."

25 G. UCC-1 Financing Statements were filed with Arizona Secretary of State on
26 January 1, 2007 as Instrument Nos. 200513491091 and 200513491104.

1 H. The Loan Agreement, the Notes, the Commercial Security Agreement, the
2 financing statements described above, and all other documents evidencing, securing or relating to
3 the Loans, will be referred to collectively in this Order as the “**Loan Documents**”.

4 I. Debtor has defaulted on its obligations under the Loan Documents by,
5 among other things, failing to pay amounts as they became due thereunder, and is now in material
6 breach and default of its duties and obligations under the Loan Documents. Among other things,
7 Debtor agrees that Northern Trust has no obligation to provide any further financing to Debtor
8 pursuant to the Loan Documents.

9 J. As of July 21, 2010, Debtor is indebted to Northern Trust with respect to
10 the Loans in an amount in excess of \$6,670,361.69, comprised of the aggregate principal amount
11 of at least \$6,437,237.21, plus accrued and accruing interest, costs, attorneys fees and other
12 amounts due and owing under the Loan Documents (collectively, the “**Indebtedness**”).

13 K. The Debtor acknowledges and agrees that (a) the Indebtedness owing by
14 Debtor to Northern Trust pursuant to the Loan Documents constitute the legal, binding and
15 enforceable obligations of Debtor, and are not subject to any offset, defense, claim, counterclaim
16 or any other diminution of any kind whatsoever; (b) the Loan Documents are valid and
17 enforceable against Debtor in accordance with their terms, are not subject to any offset, defense,
18 claim, counterclaim or diminution of any kind whatsoever, and are not subject to avoidance
19 pursuant to applicable state or federal law (including the Bankruptcy Code); (c) the liens and
20 security interests of Northern Trust in, to and against all of the Northern Trust Collateral are
21 valid, enforceable, properly perfected, and first priority, and are not subject to avoidance under
22 applicable state or federal law (including the Bankruptcy Code); and (d) there are no existing
23 claims or causes of action of Debtor, including, but not limited to, claims for breach of contract or
24 any other damages or liabilities, whether liquidated or unliquidated, direct or indirect, and
25 whether arising under state or federal law (including the Bankruptcy Code) against Northern
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1 Trust or any of its agents, arising from the business relationships between Debtor on the one hand
2 and Northern Trust on the other hand, or otherwise.

3 L. Debtor and Northern Trust have undertaken arm's length negotiations
4 regarding the use of Cash Collateral, and the other issues addressed herein, and such terms were
5 negotiated by the parties in good faith. Debtor asserts that approval of the agreements included in
6 this Order is in the best interest of Debtor's creditors and estate. Entry of this Order will provide
7 Debtor with the ability to operate during the term of this Order.

8 M. Debtor has requested immediate entry of this Order pursuant to Bankruptcy
9 Rule 4001(b)(2). The relief granted herein is necessary to avoid immediate and irreparable harm
10 to Debtor's estate.

11 N. Good cause exists for immediate approval of this Order as an interim order,
12 subject to subsequent objection as provided below.

13 Based on the foregoing, and the entire record before the Court; and good cause
14 appearing, it is hereby ORDERED as follows:

15 1. **Incorporation of Findings and Conclusions.** The paragraphs contained
16 in the foregoing preamble and findings and conclusions are incorporated by reference in this
17 Order, and the Debtor and Northern Trust consent and stipulate to the facts contained in such
18 preamble and findings and to the entry of this Order.

19 2. **Term of Effectiveness of this Order.** This Order shall become effective
20 immediately upon the entry of this Order by the Court (the "**Entry Date**"). Debtor's right to use
21 the Cash Collateral pursuant to this Order shall terminate automatically on the earlier of the
22 following dates (the "**Termination Date**"): (i) October 15, 2010, unless otherwise extended in
23 writing by Northern Trust in its sole and absolute discretion; (ii) the date an order is entered that
24 vacates, terminates or modifies this Order; (iii) five (5) business days after Northern Trust
25 provides notice to Debtor, the U.S. Trustee, and any Committee appointed in this case of
26 Northern Trust's intent to terminate its consent to use of Cash Collateral pursuant to this Order on

1 account of the occurrence of any Event of Default (as defined herein), unless such Event of
2 Default is expressly and specifically waived in writing by Northern Trust or has been cured prior
3 to the expiration of such five (5) day notice period; in connection with this Paragraph 2(iii),
4 Northern Trust hereby consents to Debtor's request for an expedited hearing before the Court
5 regarding this Paragraph 2(iii); (iv) the date that a plan of reorganization is confirmed by this
6 Court; (v) the date that Northern Trust obtains relief from the automatic stay pursuant to
7 Bankruptcy Code Section 362; (vi) the date upon which Debtor and Northern Trust agree to such
8 termination in writing; (vii) the closing of the sale of certain Northern Trust Collateral pursuant to
9 that certain Asset Purchase Agreement, dated July ___, 2010 (the "APA"), between Debtor and
10 Hospital Development Company Number 1, Inc. (or a higher and better bid for such Northern
11 Trust Collateral); (viii) the date upon which the APA is terminated; (ix) ten days after Northern
12 Trust provides written notice to Debtor that it intends to terminate the use of Cash Collateral
13 under this Order on the basis that good cause exists to believe that a sale of substantially all of
14 Debtor's assets will not close prior to October 15, 2010; or (x) the date upon which the
15 Bankruptcy Case is converted or dismissed or the appointment of a trustee is approved. Upon the
16 Termination Date, Northern Trust objects to any subsequent use of the Cash Collateral, and
17 Debtor's authorization to use the Cash Collateral for any purpose is terminated.

18 3. **Use of Cash Collateral.** Pursuant to Bankruptcy Code §363, Debtor is
19 authorized to use the Cash Collateral only as provided in this Order. Debtor's authorization to
20 use Cash Collateral hereunder will remain in effect only from the Entry Date through the
21 Termination Date, or such earlier date as otherwise provided in this Order.

22 (a) Debtor is authorized to use Cash Collateral only (i) to pay ordinary
23 and necessary operating expenses for the purposes and up to the Cumulative Monthly Amounts
24 set forth in Debtor's budget attached hereto as **Exhibit "A"** (the "**Budget**"), and (ii) to pay any
25 other expenses approved by the prior written consent of Northern Trust, in its sole discretion.
26 "**Cumulative Monthly Amounts**" means the aggregate total amounts designated to be paid by

1 Debtor during a calendar month for a specific line item in the Budget or to a payee as designated
2 in this Order.

3 (b) Debtor may use Cash Collateral to make the payments authorized
4 hereby only from funds deposited in the Cash Collateral Account (defined below) in accordance
5 with this Order.

6 (c) The use of Cash Collateral to pay any expense in excess of the
7 approved Cumulative Monthly Amounts shall require the prior written approval of Northern
8 Trust, or further order of the Court with appropriate notice to Northern Trust.

9 4. **Cash Collateral Account.** Debtor shall deposit, sequester, and segregate
10 all Cash Collateral, including, but not limited to, all cash held by Debtor as of the Petition Date
11 and all collections from accounts receivable, in a DIP account established at Northern Trust (the
12 "**Cash Collateral Account**"). Northern Trust's liens and security interests in funds constituting
13 Cash Collateral will continue in full force and effect notwithstanding deposit in the Cash
14 Collateral Account. Debtor may withdraw funds from the Cash Collateral Account only as
15 necessary to pay expenses in accordance with the Budget and this Order.

16 5. **Payment of Ordinary Course Professional Fees.** The use of Cash
17 Collateral to pay amounts due by the estate for allowed professional fees and disbursements
18 incurred by the professionals retained, pursuant to Bankruptcy Code §§327 or 1103(a), by Debtor,
19 any Committee, and any trustee, examiner or other representative appointed in the Bankruptcy
20 Case (collectively, the "**Allowed Professional Fees**") is prohibited, except the Debtor may use
21 Cash Collateral available in the Cash Collateral Account to pay (or reserve for) Allowed
22 Professional Fees for Ordinary Course Professionals, on a monthly basis, up to

23 (a) \$15,000 Cumulative Monthly Amount to Debtor's
24 corporate counsel, Moyes Sellers & Sims; and
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1 (b) [\$30,000] Cumulative Monthly Amount to Moss and
2 Adams relating to accounting and financing services provided to the
3 Debtor.

4 As used herein, "**Ordinary Course Professionals**" means (i) Debtor's corporate counsel, Moyes
5 Sellers & Sims, (ii) [Moss & Adams], and (iii) any other professional designated by order as an
6 "Ordinary Course Professional." "**Bankruptcy Professionals**" means Debtor's bankruptcy
7 counsel and any professionals employed by a Committee, if any.

8 6. **Professionals Carve-Out.** Notwithstanding the prohibition of payment of
9 estate professional except provided in Paragraph 5 herein, Northern Trust has agreed to the
10 following carve-out for payment of Allowed Professional Fees for the Debtor's Bankruptcy
11 Professionals other than the Ordinary Course Professionals. In this regard, and in addition to the
12 \$25,000 already funded to Debtor's Bankruptcy Professionals as a prepetition retainer (the
13 "**Retainer**") from Northern Trust's Collateral, following the closing of (i) the sale of certain
14 Northern Trust Collateral pursuant to the APA between Debtor and Hospital Development
15 Company Number 1, Inc. (or a higher and better bid for such Northern Trust Collateral) or (ii) the
16 sale of all, or substantially all, of Northern Trust Collateral pursuant to an agreement that is
17 approved, in form and content, by Northern Trust (collectively, the "**Proposed Sale**"), the
18 Debtor's Bankruptcy Professionals be entitled to receive up to \$75,000.00 from the cash sale
19 proceeds of such Proposed Sale otherwise payable to Northern Trust to pay (or reserve for) the
20 Allowed Professional Fees of Debtor's Bankruptcy Professionals. In addition, upon closing of the
21 Proposed Sale, the Debtor's Bankruptcy Professionals will be entitled to receive \$25,000 per
22 month from the net cash proceeds from the sale, disposition, or collection of other Northern Trust
23 Collateral excluded from the APA to pay (or reserve for) the Allowed Professional Fees of
24 Debtor's Bankruptcy Professionals, up to a maximum amount of \$75,000.00; provided; however,
25 that the amounts of Northern Trust Collateral used to pay (or reserve for) Allowed Professional
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1 Fees under this Paragraph 6 will, in all events, total no more than \$150,000.00 in addition to the
2 Retainer (collectively, the "**Carve-Out**"). Notwithstanding the foregoing:

3 (a) The Carve-Out will not be available to pay
4 professional fees or disbursements incurred in connection with the
5 assertion of any claims or causes of action against Northern Trust,
6 including, without limitation, any objection to, challenge to, or
7 effort to avoid the amount, validity, or enforceability of the
8 Indebtedness or Northern Trust's liens and security interests in the
9 Northern Trust Collateral securing the Indebtedness, any avoidance
10 action under Chapter 5 of the Bankruptcy Code, or formal
11 discovery proceedings in anticipation thereof; and

12 (b) The Carve-Out will not be available if and to the
13 extent that Debtor has other unencumbered or less than fully
14 encumbered assets out of which Allowed Professional Fees can be
15 paid when such fees are allowed.

16 7. **Replacement Lien**. Notwithstanding anything in Bankruptcy Code §552
17 to the contrary, and in addition to its liens and security interests under the existing Loan
18 Documents with respect to the Northern Trust Collateral (which are fully reserved, and continue
19 in full force and effect), Northern Trust shall have and is hereby granted as and for adequate
20 protection (effective and continuing without the necessity of the execution, filing and/or
21 recordation of mortgages, deeds of trust, security agreements, deposit account control agreements,
22 pledge agreements, financing statements or otherwise), a valid and perfected security interest and
23 lien (the "**Replacement Lien**") in all of Debtor's now owned or after acquired real property and
24 personal property of all types, including, without limitation all accounts, accounts receivable,
25 cash, general intangibles and other rights to payment of any type, whether or not evidenced by an
26 instrument or chattel paper, inventory, parts, furniture, fixtures, equipment, deposit accounts

1 (including the Cash Collateral Account), and all proceeds of the foregoing; provided, however,
2 that the Replacement Lien does not encumber any avoidance actions pursuant to Bankruptcy
3 Code §§544, 545, 547, 548, and 553(b) and any proceeds therefrom. The Replacement Lien
4 granted to Northern Trust will be evidenced by the existing Loan Documents and this Order. The
5 Replacement Lien will secure repayment of the full amount of the Loans and the Indebtedness,
6 but will be limited in amount to the diminution in amount of Cash Collateral used by Debtor from
7 the Petition Date to the Termination Date.

8 8. **Superpriority Administrative Expense Claim.** To the extent that
9 Northern Trust's interest in the Cash Collateral is not adequately protected by the terms of this
10 Order, Northern Trust shall have an allowed superpriority administrative expense claim pursuant
11 to Bankruptcy Code §507(b) (the "**Super-Priority Claim**").

12 9. **Accounting.** Commencing Wednesday, August ____, 2010, and on each
13 Wednesday thereafter, Debtor shall provide to Northern Trust an accounting which includes the
14 following: (a) the balance of the Cash Collateral Bank Account at the end of the prior week; (b)
15 all withdrawals from the Cash Collateral Bank Account during the prior week, and each of the
16 payments funded with those withdrawals; (c) all deposits in the Cash Collateral Bank Account
17 during the prior week (with a confirmation that all Cash Collateral received by Debtor that week
18 was deposited in the Cash Collateral Bank Account in accordance with this Order); (d) the actual
19 amounts collected and paid during the prior week for each line item in the Budget; and (e) the
20 information included in borrowing base certificates that Debtor has been submitting to Northern
21 Trust. In addition, Debtor shall promptly provide to Northern Trust all other financial
22 information reasonably requested by Northern Trust or its attorneys or other representatives,
23 including, but not limited, information regarding Debtor's efforts to sell Northern Trust Collateral.
24 Further, without limiting the rights of access and information afforded Northern Trust under the
25 Loan Documents and subject to Debtor's right to seek an order from this Court to restrict access
26 to Debtor's premises and information, Debtor shall provide representatives, agents and/or

1 employees of Northern Trust reasonable access to Debtor's premises and records and shall
2 otherwise cooperate, consult with, and provide to such persons all such non-privileged
3 information and information not subject to a binding confidentiality agreement as they may
4 reasonably request. Debtor shall also provide to Northern Trust, at the time filed or provided, all
5 statements, schedules or financial reports which Debtor files in the Bankruptcy Case or provides
6 to the United States Trustee in accordance with applicable Bankruptcy Rules, local bankruptcy
7 rules, or guidelines of the United States Trustee.

8 10. **Default.** An Event of Default shall be deemed to have occurred under this
9 Order, upon the occurrence of any one or more of the following:

10 (a) Upon Debtor's receipt of written notice from Northern Trust
11 of Debtor's failure to perform in accordance with any of the terms and conditions
12 of this Order, unless such failure to perform is cured no later than five (5) business
13 days after Debtor's receipt of such written notice;

14 (b) The Bankruptcy Case is dismissed or converted to a case
15 under Chapter 7 of the Bankruptcy Code;

16 (c) A Chapter 11 trustee or examiner with expanded powers is
17 appointed in the Bankruptcy Case;

18 (d) Without Northern Trust's prior written consent, Debtor
19 requests an Order which authorizes (under Bankruptcy Code §§105, 363, or 364,
20 or otherwise) the granting of any lien or security interest in any of the Northern
21 Trust Collateral in favor of any party other than Northern Trust, or (ii) the use of
22 Cash Collateral other than as provided in this Order.

23 11. **Effect of Order.** The provisions of this Order will be binding upon and
24 inure to the benefit of Northern Trust and Debtor and their respective successors and assigns,
25 including, but not limited to, any trustee hereinafter appointed in the Bankruptcy Case, including,
26 without limitation, the express findings relating to the determination and allowance of the

1 Indebtedness secured by the Northern Trust Collateral and the validity and extent of Northern
2 Trust's liens and security interests in the Northern Trust Collateral. As such, Debtor is bound by
3 its stipulations and may not object to, challenge, or seek to avoid the amount, validity, or
4 enforceability of the Indebtedness or Northern Trust's liens and security interests in the Northern
5 Trust Collateral. No later than the earlier of (i) forty-five (45) days from the service of this Order
6 on all creditors and parties-in-interest, all parties who have requested notice, and the United
7 States Trustee or (ii) fifteen (15) days after the entry of an order approving bid procedures and bid
8 protections in connection with a proposed sale of some or all of Northern Trust's Collateral (the
9 "**Lookback Period**"), any party in interest (including any statutory committee appointed in the
10 case, but not including the Debtor) may, by means of an adversary proceeding, object to,
11 challenge, or seek to avoid the amount, validity, or enforceability of the Loan Documents, the
12 Indebtedness, or Northern Trust's liens and security interests in the Northern Trust Collateral. If
13 no such action, objection or other challenge is commenced through an adversary proceeding by a
14 party in interest within the Lookback Period, then the Indebtedness owing from the Debtor to
15 Northern Trust under the Loan Documents will be deemed and adjudicated by this Order finally
16 and indefeasibly as valid and enforceable, and the liens and security interests of Northern Trust in
17 the Northern Trust Collateral will be deemed and adjudicated finally and indefeasibly as valid,
18 enforceable, unavoidable and perfected. By agreeing to the terms of this Order, Northern Trust
19 does not waive any of its rights and remedies under the Loan Documents and/or the applicable
20 law, including those rights set forth in the Bankruptcy Code. Nothing in this Order will be
21 deemed or construed as an admission or waiver by Northern Trust as to adequate protection, or
22 any other issue in the case, and this Order will not constitute consent by Northern Trust to the use
23 of its Cash Collateral other than for the limited purpose and during the limited period expressly
24 provided herein. In addition, nothing contained in this Order will prejudice the rights of Northern
25 Trust to: (i) withdraw its consent to Debtor's use of Cash Collateral and seek to obtain the Court's
26 order prohibiting Debtor's use of Cash Collateral after the Termination Date; (ii) seek relief from

1 the automatic stay of Section 362(a) of the Bankruptcy Code; (iii) oppose the sale or disposition
2 of any asset pursuant to Section 363 of the Bankruptcy Code; (iv) oppose confirmation of any
3 plan of reorganization filed by Debtor or any other party in interest; (v) seek a dismissal of this
4 case; (vi) seek allowance of an administrative claim or additional adequate protection in
5 connection with the use of Northern Trust's Cash Collateral; or (vii) seek any other relief that
6 Northern Trust may deem necessary and appropriate under the circumstances. Moreover, nothing
7 contained in this Order will be deemed to waive or diminish any rights of Northern Trust under
8 the Loan Documents.

9 12. **Notice.** To the extent notice is required under the terms of this Order,
10 notice shall be provided via facsimile or electronic mail and by regular first class U.S. mail,
11 postage paid, at the following addresses:

12 If to Debtor: C. Taylor Ashworth, Esq.
13 STINSON MORRISON HECKER LLP
14 1850 North Central Avenue, Suite 2100
15 Phoenix, Arizona 85004
Facsimile No.: (602) 586-5200
E-mail: tashworth@stinson.com

16 If to Northern Trust: Brian Sirower, Esq.
17 Michael Migliaccio, Esq.
18 QUARLES & BRADY LLP
19 One Renaissance Square
Two North Central Avenue
Phoenix, AZ 85004-2391
Facsimile No.: (602) 420-5020
E-mail: brian.sirower@quarles.com
E-mail: michael.migliaccio@quarles.com

21 13. **Objections to Order.** Debtor shall provide notice of this Order to all
22 creditors and parties-in-interest, all parties who have requested notice, and the United States
23 Trustee. Unless objections are received within fourteen (14) days after the date of such notice,
24 this Order will automatically become a final Order without further hearing. If any objections are
25 timely filed, the Court will set a further hearing to consider such objections.

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DATED AND SIGNED AS INDICATED ABOVE.

1 APPROVED AS TO FORM AND CONTENT:

2 QUARLES & BRADY LLP
3 One Renaissance Square
4 Two North Central Avenue
5 Phoenix, AZ 85004-2391

6 By /s/ Brian Sirower
7 Brian Sirower
8 Michael Migliaccio

9 Attorneys for Northern Trust, N.A.

10 STINSON MORRISON HECKER LLP
11 1850 North Central Avenue, Suite 2100
12 Phoenix, Arizona 85004

13 By /s/ C. Taylor Ashworth
14 C. Taylor Ashworth

15 Attorneys for Debtor
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EXHIBIT A TO
STIPULATED CASH COLLATERAL ORDER
AHI, LTD

	Aug Week 1	Aug Week 2	Aug Week 3	Aug Week 4	Sep Week 5	Sep Week 6	Sep Week 7	Sep Week 8	Sep Week 9	Oct Week 10	Oct Week 11	Oct Week 12	Oct Week 13
Expenditures:													
Salaries, wages & benefits	-	317,364	-	317,364	-	317,364	-	317,364	-	317,364	-	317,364	-
Occupancy	-	-	125,699	-	-	-	125,699	-	-	-	125,699	-	-
Professional liability	-	-	-	64,738	-	-	64,738	-	-	-	-	64,738	-
Supplies	16,952	16,952	16,952	16,952	14,706	14,706	14,706	14,706	14,706	16,978	13,583	13,583	13,583
Services	-	12,844	12,844	12,844	12,844	25,689	10,275	10,275	10,275	10,275	10,275	12,844	12,844
Repairs and maintenance	3,633	3,633	3,633	3,633	3,633	3,633	3,633	3,633	3,633	3,633	3,633	2,906	2,906
Insurance	-	-	-	15,106	-	-	-	-	15,106	-	-	-	-
Marketing	4,813	4,813	4,813	4,813	4,813	4,813	4,813	4,813	4,813	4,813	4,813	3,851	3,851
Required lease payments*	-	-	-	-	-		-	-	-	-	-	-	-
Equipment LOC pmts	-	-	-	-	-	10,352	-	-	-	10,352	-	-	-
Moyes Seller	-	3,750	3,750	3,750	3,750	7,500	3,000	3,000	3,000	3,000	3,000	3,750	3,750
Moss Adams	-	-	-	15,000	-	15,000	-	15,000	-	15,000	-	15,000	-
Physician distributions	-	296,255	-	296,255	-	296,255	-	296,255	-	296,255	-	296,255	-
Deposits - utilities	-	-	-	72,000	-	-	-	-	-	-	-	-	-
Less permitted deferrals	-	-	(97,000)	-	-	-	(97,000)	291,000	-	-	-	-	-
Weekly Expenditures	25,398	655,611	70,691	822,455	39,746	695,312	129,864	956,046	51,533	677,670	161,003	730,291	36,934
Cumulative Monthly	25,398	681,009	751,701	1,574,156	39,746	735,058	864,923	1,820,969	1,872,502	677,670	838,674	1,568,965	1,605,899
Cumulative Expenditures	25,398	681,009	751,701	1,574,156	1,613,902	2,403,561	2,533,425	3,489,472	3,541,005	4,313,023	4,474,026	5,204,317	5,241,252

* Lease payments permitted only to the extent, and in the amount, required under the Bankruptcy Code or by Order and subject to the consent of Northern Trust or as may be otherwise ordered by the Court.