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PROPOSED ATTORNEYS FOR DEBTOR
AND DEBTOR IN POSSESSION

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION**

In re:) Chapter 11 Case
)
FOREST PARK MEDICAL CENTER AT) Case No. 16-40198-rfn11
FORT WORTH, LLC)
)
Debtor.)

**SUPPLEMENT TO DEBTOR’S EMERGENCY AMENDED MOTION FOR THE ENTRY
OF INTERIM AND FINAL ORDERS APPROVING POST-PETITION FINANCING
UNDER SECTIONS 364(c) AND 364(d)**

TO THE HONORABLE RUSSELL F. NELMS, UNITED STATES BANKRUPTCY JUDGE:

COMES NOW Forest Park Medical Center at Fort Worth, LLC (the “Debtor” or “Hospital”), as debtor in possession, and files this Supplement to the *Debtor’s Emergency Amended Motion for the Entry of Interim and Final Orders Approving Post-Petition Financing Under Sections 364(c), and 364(d)* [Docket No. 70] (the “Supplemental Motion”). In support of this Supplemental Motion, the Debtor respectfully states as follows:

1. The Hospital has filed *Debtor’s Emergency Amended Motion for the Entry of Interim and Final Orders Approving Post-Petition Financing Under Sections 364(c) And 364(d)* [Docket No. 70] (the “Financing Motion”). In the Financing Motion, Hospital moves the Court to approve post-petition loans. Defined terms in the Financing Motion are given the same meaning in the Supplemental Motion.

2. Attached as **Exhibit "A"** is the proposed form of Loan and Security Agreement ("Loan Agreement") which will evidence the extension of credit. The Loan Agreement is still subject to further negotiation between the parties to the agreement.

3. Attached as **Exhibit "B"** is the proposed form of Order granting the Financing Motion. Likewise, the Financing Order is subject to further negotiation between the parties.

4. Attached as **Exhibit "C"** is the proposed budget ("Budget") which reflects draws against the loan facility. Likewise, the Budget may be subject to further negotiation between the parties.

5. Attached as **Exhibit "D"** is the proposed *Stipulation for Dismissal of Adversary Proceeding and Order Approving Same* among the Hospital and Jefe Plover Interests, Ltd.

6. To date, none of the estate's professionals have received any post-petition retainers or any payments for post-petition services. Consequently, the Budget reflects draws against the loan facility during the week of March 7, 2016 to be used to pay restructuring/Chapter 11 disbursements. These funds will be used to make a retainer payment to the Hospital's professionals equal to their approximate fees and expenses for the months of January and February 2016, and the professionals' estimated fees and expenses for the month of March, 2016. However, as reflected below, these funds may not be actually paid to any of the professionals except pursuant to an order entered by the Court.

7. Hospital filed *Debtor's Motion for Entry of Order Establishing Procedures for Interim Compensation and Reimbursement of Professionals* [Docket No. 131] on February 26, 2016 ("Fee Procedure Motion") which is set for hearing at the same time as the Financing Motion. The payments proposed in the Budget to the estate's professionals will be paid into the trust accounts of the various estates' professionals, but may only be distributed to the estate's professionals based upon further order of the Court. The Hospital anticipates that actual distribution of the funds to the professionals will only be made in accordance with a fee procedure order based upon the Fee Procedure Motion.

8. Thereafter, the Budget includes weekly budgeted amounts for payments to the estate's professionals. The Hospital moves the Court to allow such payments on a weekly basis to estate's professionals based upon the weekly amounts set forth in the Budget. However, while these amounts may be paid into the professionals' trust accounts, they may only be distributed to the estate's professionals based on further order of the Court, including according to the terms of the fee procedure order entered pursuant to the Fee Procedure Motion.

9. In addition, for clarity, the Hospital seeks to ensure that the Court's orders make clear that, to the extent that any funds have been paid from the Hospital into a trust account of one of the estate professionals, such funds no longer constitute the cash collateral of the DIP lender.

CONCLUSION

WHEREFORE, the Debtor respectfully requests that this Court grant the Financing Motion, as supplemented, granting the Debtor all such other and further relief to which it may be justly entitled.

Dated: March 1, 2016.

Respectfully submitted,

/s/ J. Robert Forshey
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CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing document has been electronically filed in the above captioned case with the Clerk of the United States Bankruptcy Court by using the CM/ECF system, a copy was served on the parties who receive notice via the Court's ECF notification system, and a copy was served via first class U.S. mail on each of the parties set forth on the attached service list on March 1, 2016.

/s/ J. Robert Forshey
J. Robert Forshey

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Exhibit "A"

LOAN AND SECURITY AGREEMENT

This Loan and Security Agreement (this "**Agreement**") is executed by and between TBK Bank, SSB, 10300 SW Greenburg Rd., Ste. 465, Portland, OR 97223 ("**Lender**"), and Forest Park Medical Center at Fort Worth, LLC ("**Borrower**"), effective as of March _____, 2016. Lender and Borrower hereby agree as follows:

Section 1. DEFINITIONS

1.1 Definitions. When used in this Agreement, the capitalized terms set forth below shall have the definitions assigned to such terms below:

"ACH" means automated clearing house.

"Accounts" means all accounts, including, without limitation, all health care receivables, all governmental health care receivables, and health care insurance receivables, and all other forms of obligations owing to Borrower, whether billed or unbilled, arising out of the provision of services or the sale, lease, license, or assignment of goods or other property, including all receivables, and all proceeds of the foregoing.

"Account Debtor" means a Person who is obligated on an Account.

"Advance" means any advance of funds by Lender to Borrower under this Agreement.

"Advance Rate" means the percentages specified in **Schedule A** of Eligible Accounts and unbilled Accounts.

"Advance Request" means a written request by Borrower for an Advance signed by an Authorized Representative in the form of Exhibit C, which may be updated from time to time by Lender.

"Affiliate" of a Person means another Person which, directly or indirectly, controls, is controlled by, or is under common control with, such former Person, including without limitation any subsidiary of Borrower. For the purposes of this definition, "control" (including, with correlative meanings, the terms "controlled by" and "under common control with"), as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities or partnership or other interests, by contract or otherwise.

"Authorized Representative" means any officer or employee of Borrower designated by Borrower for purposes of giving and receiving notices hereunder, requesting and repaying Loans, agreeing to rates of interest and otherwise transacting business with Lender hereunder.

"Bankruptcy Case" means *In re Forest Park Medical Center at Fort Worth, LLC*, U.S. Bankruptcy Court, Northern District of Texas ("Bankruptcy Court"), Case Number 16-40198-rfn-11.

"Bankruptcy Code" means 11 U.S.C. § 101-1532, as applicable to the Bankruptcy Case.

"Base Rate" means the per annum rate of interest that is the *greater* of the LIBOR Rate or the Floor Rate as specified on **Schedule A**. The Base Rate will be set by Lender on the last day of each calendar month or more frequently at Lender's discretion. Any change in the Base Rate shall become effective on the day such change occurs. If *The Wall Street Journal* stops publication of the LIBOR Rate, then Lender shall, in its sole and absolute discretion, substitute the LIBOR Rate published in another leading business publication.

"Benefit Plan" means a defined benefit plan as defined in Section 3(35) of ERISA (other than a Multiemployer Plan) in respect of which a Person or any Related Company is, or within the immediately

preceding six (6) years was, an "employer" as defined in Section 3(5) of ERISA, including such plans as may be established after the date hereof.

"Borrowing Base" means, as of any date, the amount determined by Lender equal to (a) an amount equal to Eligible Accounts multiplied by the applicable NCV by payor class, multiplied by the Advance Rate for Eligible Accounts, *minus* (b) the Reserve. In Lender's sole discretion, the Borrowing Base may be increased to include an amount equal to estimated unbilled Accounts multiplied by the applicable NCV by payor class, multiplied by the Advance Rate for unbilled Accounts.

"Borrowing Base Certificate" means a certificate in the form of Exhibit A attached hereto.

"Business Associate Agreement" means a business associate agreement in form and content acceptable to Lender executed by Borrower and Lender pursuant to the requirements of HIPAA.

"Capital Expenditures" means, with respect to any Person, expenditures made and liabilities incurred for the acquisition of assets, whether financed or unfinanced, which are required to be capitalized in accordance with GAAP, including (without limitation) expenditures incurred in connection with any lease that is required to be capitalized in accordance with GAAP.

"Capitated Contracts" means all of Borrower's contracts whether presently existing or hereafter executed between Borrower and various health maintenance organizations and all proceeds therefrom.

"Capitated Contract Rights" means all of Borrower's rights to payment of any kind arising from or out of Capitated Contracts or any other contracts or rights to payment from health service contracts whether presently existing or hereafter executed between Borrower and various health maintenance organizations.

"Cash Advance Loan" means any loan, debt, advance, merchant cash advance, business cash advance, ACH business loan, or other indebtedness or financing arrangement (whether such financing is on or off balance sheet, secured or unsecured) incurred by Borrower based on or to be repaid by or on the basis of Borrower's accounts receivable or other revenue, or by ACH pull or withholding from any of Borrower's Deposit Accounts.

"Cash Basis Profit" means for any applicable measurement period, the net cash basis profit for such period, which will be calculated as follows: (i) all collections of accounts receivable; *minus* (ii) Borrower's operating expenses calculated on a cash basis; and *minus* (iii) all interest and fees on the Loans.

"Change of Control" means the time at which:

(a) Any Person (other than a Person who is or becomes a Borrower or guarantor hereunder) who on the Closing Date does not have voting control subsequently obtains voting control, either directly or through proxy, of Borrower, except through a sale or reorganization as part of a Final Order;

(b) There shall be consummated any consolidation or merger of Borrower pursuant to which Borrower's membership interest would be converted into cash, securities, or other property, other than a merger or consolidation of Borrower (i) with or into a Person who becomes a Borrower hereunder, (ii) in which the holders of such membership interest immediately prior to the merger have the same proportionate ownership, directly or indirectly, of stock or membership interest of the surviving corporation or limited liability company immediately after the merger as they had of the Borrower's stock or membership interest immediately prior to such merger, or (iii) except through a reorganization as part of a Final Order; or

(c) All or substantially all of Borrower's assets shall be sold, leased, conveyed, or otherwise disposed of as an entirety or substantially as an entirety to any Person (other than a Person who is or becomes a Borrower or guarantor hereunder) in one or a series of transactions except through a sale or reorganization as part of a Final Order.

"Chapter 11 Plan" means a plan of reorganization pursuant to the Bankruptcy Code.

"Closing Date" (or "Closing") means the date (or day) on which each of the conditions set forth in Section 5.1 are satisfied and Lender funds the initial Loan(s) hereunder.

"Code" means the Internal Revenue Code of 1986, as amended from time to time.

"Collateral" means and includes all of Borrower's now owned or hereafter acquired assets, whether tangible or intangible, including without limitation all of Borrower's right, title, and interest in and to each of the following, wherever located and whether now existing or hereafter arising or acquired, including, without limitation, all of the following:

- (a) all Accounts;
- (b) all contract rights, including all Capitated Contract Rights and all proceeds therefrom;
- (c) all rights to payment for services rendered or work performed, but not yet billed;
- (d) all Patient Lists;
- (e) all inventory;
- (f) all equipment and fixtures;
- (g) all federal, state, and local tax refunds;
- (h) all general intangibles, including without limitation payment intangibles and software;
- (i) all Intellectual Property;
- (j) all Deposit Accounts, cash, drafts, certificates of deposit, and general and special deposits;
- (k) all investment property and financial assets (other than margin stock within the meaning of Regulation U of the Board of Governors of the Federal Reserve System);
- (l) all instruments;
- (m) all chattel paper, including, without limitation, electronic chattel paper;
- (n) all goods and all accessions thereto;
- (o) all documents;
- (p) all letter of credit rights;
- (q) all insurance and certificates of insurance pertaining to any and all items of Collateral;
- (r) all books and records;
- (s) all files, correspondence, computer programs, tapes, disks, and related data processing software and other media which contain information identifying or pertaining to any of the Collateral or any Account Debtor or showing the amounts thereof or payments thereon or otherwise necessary or helpful in the realization thereon or the collection thereof;
- (t) all cash deposited with any Lender or any Affiliate of Lender;

(u) any and all products and replacements of the foregoing; and

(v) all cash and non-cash proceeds of the foregoing (including, but not limited to, any claims to any items referred to in this definition and any claims against third parties for loss of, damage to, or destruction of any or all of the Collateral or for proceeds payable under or unearned premiums with respect to policies of insurance) in whatever form.

"Collateral Monitoring Fee" means the amount shown on **Schedule A** due from Borrower on a monthly basis.

"Collecting Bank" means TBK Bank, SSB, pursuant to which a Lockbox Account has been established under a Lockbox Agreement.

"Collection Clearance Days" means the number of days shown on **Schedule A**. Interest on the Loans accrues during the Collection Clearance Days.

"Committee" means the Official Committee of Unsecured Creditors.

"Cut-Off Date" means the number of days specified on **Schedule A** after the date of service.

"Default" means any of the events specified in Section 11.1 that, with the passage of time or giving of notice or both, would constitute an Event of Default.

"Default Rate" means the annual rate of interest amount shown on **Schedule A**, which is added to the Interest Rate on Default.

"Deposit Account" means any demand, Lockbox, time, savings, passbook, or similar account now or hereafter maintained by or for the benefit of Borrower, with an organization that is engaged in the business of banking (including, without limitation, banks, savings banks, savings and loan associations, credit unions, and trust companies), and all funds and amounts therein, whether or not restricted or designated for a particular purpose, including without limitation, all "deposit accounts" as defined in the UCC.

"Deposit Account Control Agreement" means any blocked account or deposit account control agreement in form and content acceptable to Lender granting to Lender control over Borrower's Deposit Accounts executed by Borrower, Lender and any of Borrower's depository banks holding any of Borrower's Deposit Accounts.

"DIP Financing Order" means the order, in form satisfactory to Lender in its sole discretion, entered in the Bankruptcy Case approving Borrower's execution and performance of this Agreement and the other Loan Documents, and granting to Lender a superpriority security interest and Lien in and to the Accounts pursuant to Section 364(d) of the Bankruptcy Code, and a Lien in and to all other Collateral pursuant to 364(c) of the Bankruptcy Code.

"Dollar" and "₹" means freely transferable United States dollars.

"EBITDA" means, for any period, the sum of (a) Net Income (or Net Loss) (including gains and losses from the sales of assets in the ordinary course of business) for such period, (b) the interest expense for such period, (c) the provision for income taxes allocable to such period, (d) any depreciation or amortization expenses incurred in determining Net Income (or Net Loss) for such period, and (e) any EBITDA Add-Back (if applicable) for such period; (where the items set forth in (a) – (e) above are determined without duplication and on a consolidated basis and, where applicable, in accordance with GAAP).

"EBITDA Add-Back" means an amount, at the lender's sole discretion, that is not already included in the additions or deductions to net income in items (b) through (d) in the definition of EBITDA.

"Eligible Accounts" shall mean all Accounts of Borrower which are deemed by Lender in the exercise of its sole and absolute discretion to be eligible for inclusion in the calculation of the Borrowing Base, net of any and all interest, finance charges, sales tax, fees, returns, discounts, claims, credits, charges, contra accounts, exchange contracts or other allowances, offsets and rights of offset, deductions, counterclaims, disputes, rejections, shortages, or other defenses, and all credits owed or allowed by Borrower upon any of its Accounts and further reduced by the aggregate amount of all reserves, limits, and deductions provided for in this definition and elsewhere in this Agreement. In no event shall Eligible Accounts include the following:

- (a) Accounts which remain unpaid in whole or in part after the Cut-Off Date;
- (b) Accounts with respect to which the Account Debtor is an Affiliate of Borrower;
- (c) Accounts with respect to which the Account Debtor is not a resident or citizen of, or otherwise located in, the continental United States of America, or with respect to which the Account Debtor is not subject to service of process in the continental United States of America, unless such Accounts are backed in full by irrevocable letters of credit or credit insurance in form and substance satisfactory to Lender issued or confirmed by a domestic commercial bank acceptable to Lender and which, if a letter of credit, is in the possession of Lender and which, if credit insurance, is payable to Lender;
- (d) Accounts with respect to which the Account Debtor is the United States of America or any other federal governmental body;
- (e) Accounts (i) with respect to which Borrower is or may be liable to the Account Debtor for goods sold or services rendered by such Account Debtor, but only to the extent of such liability to such Account Debtor or (ii) with respect to which such Account Debtor disputes the amount owed but only that portion of such Accounts which such Account Debtor disputes;
- (f) Accounts which are not invoiced within thirty (30) days after the date of service or the date of shipment of the goods giving rise to the account;
- (g) Accounts which are not subject to a first priority perfected security interest in favor of Lender;
- (h) That portion of Eligible Account that are subject to credits in favor of the Obligors aged more than one hundred and fifty (150) days; and
- (i) Accounts that Lender, in its good faith credit judgment, has determined to be ineligible because the prospect of payment of such accounts is materially impaired.

"Environmental Laws" means all federal, state, local, and foreign laws now or hereafter in effect relating to pollution or protection of the environment, including laws relating to emissions, discharges, releases, or threatened releases of pollutants, contaminants, chemicals, or industrial, toxic, or hazardous substances or wastes or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, removal, transport, or handling of pollutants, contaminants, chemicals, or industrial, toxic, or hazardous substances or wastes, and any and all regulations, notices, or demand letters issued, entered, promulgated, or approved thereunder.

"ERISA" means the Employee Retirement Income Security Act of 1974, as in effect from time to time, and any successor statute, and any rule or regulation issued thereunder.

"Event of Default" means any of the events specified in Section 11.1.

"Expenses and Fees" means all reasonable expenses and fees invoiced by Lender that arise out of or under this Agreement and the Loans shown on **Schedule A** and including, without limitation, (i) the reasonable fees and expenses of counsel in connection with the negotiation, preparation, execution, delivery, amendment, enforcement, and termination of this Agreement and each of the other Loan

Documents, (ii) the out-of-pocket costs and expenses incurred in connection with the administration and interpretation of this Agreement and the other Loan Documents, (iii) the costs and expenses of appraisals of the Collateral, (iv) the costs and expenses of lien searches, and of perfecting Lender's security interest in the Collateral, (v) all stamp, registration, recordation, and similar taxes, fees, or charges related to the Collateral and charges of filing financing statements and continuations and the costs and expenses of taking other actions to perfect, protect, and continue the security interest of Lender, (vi) costs and expenses related to the preparation, execution, and delivery of any waiver, amendment, supplement, or consent by Lender relating to this Agreement or any of the Loan Documents, (vii) sums paid or obligations incurred in connection with the payment of any amount or taking any action required of Borrower under the Loan Documents that Borrower fails to pay or take, (viii) costs of inspections and verifications of the Collateral, plus out-of-pocket expenses for travel, lodging, and meals arising in connection with inspections and verifications of the Collateral and Borrower's operations and books and records by Lender's employees and agents, (ix) costs and expenses of forwarding Loan proceeds, collecting checks and other items of payment, and establishing and maintaining each account of Borrower maintained with Lender or owned by Lender for the benefit of Borrower and each Lockbox, (x) costs and expenses of preserving and protecting the Collateral, (xi) audit fees charged by Lender for audits by Lender or a third-party's auditor of Borrower (such audits not to exceed 3 times per year and not earlier than as of May 15, 2016, absent the occurrence of an Event of Default), (xii) costs and expenses related to consulting with and obtaining opinions and appraisals from one or more Persons, including personal property appraisers, accountants, and lawyers, concerning the value of any Collateral for the Obligations or related to the nature, scope, or value of any right or remedy of Lender hereunder or under any of the Loan Documents, including any review of factual matters in connection therewith, which expenses shall include the fees and disbursements of such Persons, (xiii) Lender's administrative fees arising from or associated with the maintenance and administration of Lockboxes, audits and other ancillary services as set forth or permitted in any agreements related to such Lockboxes, audits or other ancillary services, and (xiv) costs and expenses paid or incurred to obtain payment of the Obligations, enforce the security interest of Lender, sell or otherwise realize upon the Collateral, and otherwise enforce the provisions of the Loan Documents, or to prosecute or defend any claim in any way arising out of, related to, or connected with, this Agreement or any of the Loan Documents, which expenses shall include the reasonable fees and disbursements of counsel and of experts and other consultants retained by Lender.

"Facility Limit" means the maximum amount of the Loan to be made under this Agreement. The Facility Limit amount is specified on **Schedule A**.

"Final Order" means an order or judgment in the Bankruptcy Case entered by the clerk of the Bankruptcy Court, which has not been reversed, vacated or stayed and as to which (i) the time to appeal, petition for certiorari, or other reargument, or rehearing has expired, and as to which no appeal, petition for certiorari, new trial, reargument, or rehearing thereof has been sought, or (ii) such order or judgment of the Bankruptcy Court shall have been affirmed by the highest court to which such order was appealed, or certiorari shall have been denied, or a new trial, reargument or rehearing shall have been denied or resulted in no modification of such order, and the time to take any further appeal, petition for certiorari or move for a new trial, reargument or rehearing shall have expired; provided, however, that the possibility that a motion under Rule 60 of the Federal Rules of Civil Procedure or any analogous rule under the Federal Rules of Bankruptcy Procedure, may be filed relating to such order shall not cause such order to not be a Final Order.

"Fiscal Year-End" means Borrower's fiscal year-end specified on Schedule 5.1.

"Floor Rate" means the per annum rate of interest specified on **Schedule A**.

"GAAP" means generally accepted accounting principles and practices consistently applied.

"Health Care Law" means any and all federal, state, and local laws and regulations governing (i) the manufacture, testing, distribution, possession, assembly, repackaging, sale, administration, or dispensing of health care or medical devices, equipment or supplies, products, biologicals, drugs, or goods, or (ii) the rendering, provision, delivery, or supply of health care services, or (iii) the ownership or operation of a health care facility or business, or assets used in connection therewith, or (iv) the billing or submission of claims, or the collection, deposit, control or handling of accounts receivable (including

governmental healthcare receivables), the handling of Protected Health Information, and underwriting the cost of, or provision of management or administrative services in connection with any and all of the foregoing, by Borrower and its subsidiaries, including, but not limited to, laws and regulations under HIPAA and the Privacy Rule, and laws and regulations relating to practice of medicine and other health care professions, professional fee splitting, tax-exempt organization and charitable trust law applicable to health care organizations, certificates of need, certificates of operations and authority, fraud and abuse, kickbacks and rebates, false claims, physician self-referral arrangements, fraudulent billing practices, payment under the Medicare and Medicaid programs, and the federal Food, Drug & Cosmetic Act.

“HIPAA” means the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 and any revisions and amendments.

“Indebtedness” means, without duplication, (a) all obligations for Money Borrowed or for the deferred purchase price of property or services or in respect of reimbursement obligations under letters of credit, (b) all obligations represented by bonds, debentures, notes, and accepted drafts that represent extensions of credit, (c) all obligations related to Cash Advance Loans, (d) Capital Expenditures, (e) all obligations (including, during the noncancellable term of any lease in the nature of a title retention agreement, all future payment obligations under such lease discounted to their present value in accordance with GAAP) secured by any Lien to which any property or asset owned or held by a Person is subject, whether or not the obligation secured thereby shall have been assumed by such Person, (f) all obligations of other Persons which such Person has guaranteed, including, but not limited to, all obligations of such Person consisting of recourse liability with respect to Accounts sold or otherwise disposed of by such Person, and (g) in the case of Borrower, the Loans.

“Intellectual Property” means, as to any Person, all of such Person’s then owned and existing and future acquired or arising patents, patent rights, copyrights, works which are the subject of copyrights, trademarks, service marks, trade names, trade styles, patent, trademark and service mark applications, and all licenses and rights related to any of the foregoing, and all rights to sue for past, present, and future infringements of any of the foregoing.

“Interest Rate” means the Base Rate plus Margin.

“Interim Budget” means Borrower’s interim cash collateral budget, as approved in a Final Order.

“Investment” means any investment, whether by means of share purchase, loan, advance, purchase of debt instrument, extension of credit (other than (i) accounts receivable arising from the sale of goods or services in the ordinary course of business, and (ii) notes, accepted in the ordinary course of business, evidencing overdue accounts receivable arising in the ordinary course of business), capital contribution, or otherwise, in or to any Person, the guaranty of any Indebtedness of any Person, or the subordination of any claim against any Person to other indebtedness of such Person.

“Jefe Plover” means Jefe Plover Interests, Ltd., a Texas limited partnership.

“Jefe Plover Lien” means the Lien evidenced by Financing Statement No. 15-00354522 filed on November 4, 2015 with the Texas with the Secretary of State in connection with the Jefe Plover Security Agreement.

“Jefe Plover Security Agreement” means that certain Security Agreement dated November 1, 2015 between Borrower and Jefe Plover.

“LIBOR Rate” means, on any date of determination, the London interbank offered rate administered by ICE Benchmark Administration Limited (or any other Person that takes over the administration of such rate for Dollars), as published by *The Wall Street Journal* in the Money Section (or other commercially available, generally recognized financial information source providing quotations of British Bankers’ Association LIBOR Rate as determined by Lender from time to time) at approximately 11:00 a.m., London time, on such day (or, if such day is not a business day, on the preceding business day) for dollar deposits in the amount of \$1,000,000 with a maturity of one month.

"Lender's Office" means the office of Lender designated as Lender's address for notices in Section 12.1(b), or such other office as Lender may designate from time to time.

"Liabilities" means all liabilities of a Person determined in accordance with GAAP.

"Lien" means, with respect to any Person, any security interest, chattel mortgage, charge, mortgage, deed to secure any debt, deed of trust, lien, pledge, conditional sale or other title retention agreement, or other security interest or encumbrance of any kind in respect of any property of such Person or upon the income or profits therefrom.

"Loan" or "Loans" means all Advances and loans made to Borrower by Lender under this Agreement.

"Loan Documents" means, collectively, this Agreement, each agreement or document now or hereafter executed and delivered by any Person to evidence or secure the Obligations, and each other instrument, agreement, and document now or hereafter executed and delivered in connection with this Agreement or the Loans.

"Loan Turn" means, as of any date of determination, the number of days determined by dividing (a) the average outstanding principal balance of the Loans during the Loan Turn Measurement Period; by (b) the result achieved by dividing: (i) the sum of all collections during the Loan Turn Measurement Period and (ii) the number of days in the Loan Turn Measurement Period.

"Loan Turn Measurement Period" means (i) at any time prior to the four month anniversary of this Agreement: the period beginning on the first day of the first calendar month after the date of this Agreement and ending on the date of determination; or (ii) at any time after the four month anniversary of the date of this Agreement: the three month period most recently ended.

"Lockbox" or "Lockbox Account" means one or more lockbox accounts maintained with a bank specified by Lender into which collections from Accounts and other Collateral are to be deposited.

"Lockbox Agreement" means one or more agreements among Borrower, Lender, and a Collecting Bank concerning the collection of payments which represent the proceeds of Accounts or of any other Collateral.

"Margin" means the percent *per annum* specified on **Schedule A** and which is added to the Base Rate.

"Material Adverse Change" means any act, omission, event, or undertaking which would, singly or in the aggregate, have a materially adverse effect upon (a) the business, assets, properties, liabilities, condition (financial or otherwise), results of operations, or business prospects of Borrower or any of its subsidiaries, (b) Borrower's prospect of fully and completely paying or performing all of its Obligations to Lender under the Loan Documents, (c) the ability of Borrower or any of its subsidiaries to perform any obligations under this Agreement or any other Loan Document to which it is a party, or (d) the legality, validity, binding effect, enforceability, or admissibility into evidence of any Loan Document or the ability of Lender to enforce any rights or remedies under or in connection with any Loan Document.

"Maximum Loan Turn" means the number of days specified on **Schedule A**.

"Maximum Rate" means the maximum nonusurious interest rate, if any, that at any time, or from time to time, may be contracted for, taken, reserved, charged, or received on the Loans under the laws which are presently in effect of the United States and the State of Oregon applicable to Lender and such indebtedness or, to the extent permitted by law, under such applicable laws of the United States and the State of Oregon (or if applicable, the laws of any other state) which may hereafter be in effect and which allow a higher maximum nonusurious interest rate than applicable laws now allow. To the extent federal law (including, without limitation, 12 U.S.C. Section 85, as now enacted or hereafter amended) permits Lender to contract for, charge, or receive a higher rate of interest or permits Lender to contract for, charge, or receive interest at a higher rate permitted by the laws of another jurisdiction, such federal law

(and, if appropriate, the law of such other jurisdiction) will be applicable in determining the Maximum Rate, instead of the laws of the State of Oregon.

"Minimum Cash Basis Profit" means Borrower's Cash Basis Profit in an amount no less than the amount shown on **Schedule A**.

"Money Borrowed" means Indebtedness (i) that is represented by notes payable, drafts accepted, bonds, debentures, or similar instruments that represent extensions of credit, (ii) upon which interest charges are customarily paid (other than trade Indebtedness), (iii) that was issued or assumed as full or partial payment for property, or (iv) that is evidenced by a guarantee (but only if the obligations guaranteed would otherwise qualify as Money Borrowed).

"Multiemployer Plan" means a "multiemployer plan" as defined in Section 4001(a)(3) of ERISA to which Borrower or a Related Company is required to contribute or has contributed within the immediately preceding six (6) years.

"Net Collectible Value" or "NCV" means the percentage by payor class, as determined by Lender from time to time to be applied against Eligible Accounts. The initial NCV for each payor class is shown on **Schedule A**.

"Net Income" or "Net Loss" means, with respect to any Person, the net income or net loss of such Person for the period in question (after provision for income taxes) determined in accordance with GAAP, *provided* that the impact of any extraordinary gains, determined in accordance with GAAP, shall be excluded from the determination of "Net Income" and "Net Loss."

"Obligations" shall mean (i) all Loans or Advances made by Lender to Borrower pursuant to this Agreement or otherwise, and interest thereon; (ii) all future advances or other value, of whatever class or for whatever purpose, at any time hereafter made or given by Lender to Borrower, whether or not the advances or value are given pursuant to a commitment and whether or not Borrower is indebted to Lender at the time of such advance; (iii) any and all other debts, liabilities and obligations of every kind and character of Borrower to Lender, whether now or hereafter existing, and regardless of whether such present or future debts, liabilities, or obligations are direct or indirect, primary or secondary, joint, several, or joint and several, fixed, or contingent, and regardless of whether such present or future debts, liabilities or obligations may, prior to their acquisition by Lender, be or have been payable to, or be or have been in favor of, some other Person or have been acquired by Lender in a transaction with one other than Borrower (it being contemplated that Lender may make such acquisitions from others), howsoever such debts, liabilities, or obligations shall arise or be incurred or evidenced; (iv) any and all other debts, liabilities, and obligations of every kind and character of Borrower to any Affiliate of Lender, whether now or hereafter existing, and regardless of whether such present or future debts, liabilities, or obligations are direct or indirect, primary or secondary, joint, several, or joint and several, fixed, or contingent, and regardless of whether such present or future debts, liabilities, or obligations may, prior to their acquisition by such Affiliate, be or have been payable to, or be or have been in favor of, some other Person or have been acquired by such Affiliate in a transaction with one other than Borrower (it being contemplated that Affiliates of Lender may make such acquisitions from others), howsoever such debts, liabilities, or obligations shall arise or be incurred or evidenced; (v) all costs, fees, and expenses payable by Borrower to Lender or any Affiliate of Lender pursuant to any of the Loan Documents; and (vi) any and all renewals, extensions, modifications, and increases of the debts, liabilities, and obligations set forth above, or any part thereof.

"Obligors" means Borrower, each guarantor of the Obligations, and all other Persons obligated to Lender in respect of the Obligations, and "Obligor" means any of them.

"Operating Account" means the Deposit Account designated by Borrower for the deposit of Advances.

"Operating Lease" means any lease for any real or personal property, other than a lease that is required to be capitalized for financial reporting purposes in accordance with GAAP as a Capital Expenditure.

"Origination Fee" means the amount shown on **Schedule A** due from Borrower on the Closing Date.

"Owner Distributions" means Borrower's payments to Borrower's members for profits, bonuses, and any other payment or distributions to Borrower's shareholders or members.

"PBGC" means the Pension Benefit Guaranty Corporation or any successor agency.

"Patient Lists" means all records, documents, lists, electronic media, or any other method of recordation that shows in any way any Person to whom Borrower supplies medical services, medical supplies, or medication, the name and mailing address of such Person, a complete and accurate description of such medical services, supplies, or medication that is supplied to such Person, the physician at whose direction such medical services, supplies, or medication is delivered, and all other information Borrower uses in the course of Borrower's ordinary course of business to supply such Person.

"Permitted Indebtedness" means the sum of (i) Capital Expenditures and Operating Leases in amounts not to exceed the amounts shown on **Schedule A**, *plus* (ii) the Indebtedness described on Schedule 5.1 attached hereto and made a part hereof, *plus* (iii) ordinary course business and trade debt incurred in the normal course of Borrower's business none of which shall be past due and none of which shall constitute Cash Advance Loans, *plus* (iv) the Obligations.

"Permitted Liens" means: (a) unrecorded or unfiled Liens securing taxes, assessments, and other governmental charges or levies, or the claims of materialmen, mechanics, carriers, warehousemen, or landlords for labor, materials, supplies, or rentals incurred in the ordinary course of business, but in all cases, only if (i) no amount of the Lien is, or at any time shall have been, past due, and no action is taken by the lien claimant to perfect or enforce any such Lien, or (ii) such Lien has been waived or subordinated to the security interest of Lender in a manner satisfactory to Lender; (b) the Liens described on Schedule 5.1 attached hereto and made a part hereof; and (c) Liens in favor of Lender.

"Person" means an individual, corporation, limited liability company, partnership, joint venture, association, trust, or unincorporated organization or a government or any agency or political subdivision thereof.

"Privacy Rule" means 45 CFR Part 160 and Part 164, Subparts A and E, which implement certain provisions of HIPAA and any revision, amendments, or updates.

"Prohibited Distribution" by any Person means (a) the retirement, redemption, purchase, or other acquisition for value of any capital stock or other equity, securities, membership, or partnership interests issued by such Person, (b) the declaration or payment of any dividend or distribution on or with respect to any such equity or securities interest (excluding distributions made solely in shares of stock of the same class) or partnership interests, (c) any loan or advance by such Person to, or other Investment by such Person in, any other Person, and (d) any other payment by such Person in respect of such equity, securities or partnership interests.

"Prohibited Payment" means (a) any redemption, repurchase, or prepayment or other retirement, prior to the stated maturity thereof or prior to the due date of any regularly scheduled installment or amortization payment with respect thereto, of any Indebtedness of a Person (other than the Obligations and trade debt), (b) the payment by any Person of the principal amount of or interest on any Indebtedness (other than trade debt) owing to an Affiliate of such Person, and (c) any payment with respect to any Subordinated Indebtedness that is made in violation of the subordination agreement relating thereto.

"Protected Health Information" means protected health information subject to the HIPAA Privacy Rule.

"Related Company" means, as to any Person, any (a) corporation which is a member of the same controlled group of corporations (within the meaning of Section 414(b) of the Code) as such Person, (b) partnership or other trade or business (whether or not incorporated) under common control (within the meaning of Section 414(c) of the Code) with such Person, or (c) member of the same affiliated service

group (within the meaning of Section 414(m) of the Code) as such Person or any corporation described in clause (a) above or any partnership, trade, or business described in clause (b) above.

"Requirements of Law" means, any and all laws, regulations, codes, or ordinances applicable to any Person, or any Person's assets, including, without limitation, the Securities Act, the Securities Exchange Act, Regulations T, U, and X of the Federal Reserve Board, ERISA, the Fair Labor Standards Act, the Worker Adjustment and Retraining Notification Act, Americans with Disabilities Act of 1990, the Social Security Act, Environmental Laws, Health Care Law, and any certificate of occupancy, zoning ordinance, building, environmental, or land use requirement or permit, or any other environmental, labor, employment, occupational safety, or health law, rule, or regulation.

"Reserve" at any time shall mean an amount from time to time established by Lender in its sole and absolute discretion as a reserve in reduction of the Borrowing Base in respect of contingencies or other potential factors (such as, without limitation, rebates, sales taxes, property taxes, installation and delivery expenses, and warranties) which could adversely affect or otherwise reduce the anticipated amount of timely collections in payment of Eligible Accounts. The "Reserve," if any from time to time, does not represent cash funds. The initial amount of the Reserve is shown on **Schedule A**. Lender will provide notice to Borrower of the imposition of any Reserve at the time such Reserve is established.

"Schedule of Accounts" means a detailed schedule of Accounts delivered by Borrower to Lender in a form acceptable to Lender that shall contain account balance and aging information listed by Account Debtor name, class and type, together with a reconciliation of the Schedule of Accounts to the Borrowing Base Certificate for the most recent month end, and any other information concerning Borrower's Accounts as Lender may request from time to time.

"Subordinated Indebtedness" means Indebtedness of Borrower to a third Person (i) that has been approved in writing by Lender and (ii) that has been subordinated to the payment of the Obligations pursuant to a written subordination agreement executed by Lender and the holder of such Indebtedness containing terms acceptable to Lender in its sole and absolute discretion.

"Success Fee" means the amount shown on **Schedule A** due from Borrower if this Agreement terminates for certain reasons prior to the Termination Date.

"Termination Date" means the date on which the Loan shall terminate and the entire outstanding balance of the Loan and all Obligations shall be due and payable. The Termination Date is shown on **Schedule A**.

"Termination Event" means (a) a "Reportable Event" as defined in Section 4043 of ERISA, but excluding any such event as to which the PBGC has by regulation waived the requirement of Section 4043(a) of ERISA that it be notified within thirty (30) days of the occurrence of such event, provided however, that a failure to meet the minimum funding standard of Section 412 of the Code and of Section 302 of ERISA shall be a Reportable Event regardless of the issuance of any such waiver of the notice requirement in accordance with either Section 4043(a) of ERISA or Section 412(d) of the Code, (b) the filing of a notice of intent to terminate a Benefit Plan or the treatment of a Benefit Plan amendment as a termination under Section 4041 of ERISA, or (c) the institution of proceedings to terminate a Benefit Plan by the PBGC under Section 4042 of ERISA or the appointment of a trustee to administer any Benefit Plan.

"Thirteen Week Budget" means Borrower's cash collateral budget for the upcoming 13-week period, as delivered by Borrower from time to time as set forth herein.

"TTM" means trailing twelve months.

"UCC" means the Uniform Commercial Code as in effect from time to time in the State of Oregon, including, without limitation, any amendments thereto which are effective after the date hereof.

"Unfunded Vested Liabilities" shall mean the amount (if any) by which (i) the actuarial present value of accumulated benefits under a Benefit Plan which are vested exceeds (ii) such Benefit Plan's net assets available for benefits (all as determined in connection with the filing of the Borrower's most recent

Annual Report on Form 5500) but only to the extent such excess would, if such Benefit Plan were to terminate as of such date, represent a liability of the Borrower or any ERISA Affiliate to the PBGC under Title IV of ERISA. In each case the foregoing determination shall be made as of the most recent date prior to the filing of said Annual Report as of which such actuarial present value of accumulated Plan benefits is determined.

"Unused Line Fee" means the amount shown on **Schedule A** due from Borrower on a monthly basis.

"Validity and Support Agreement" means the Validity and Support Agreement in form and content reasonably acceptable to Lender to be executed by James P. Davis and Preshie Wilson in favor of Lender.

1.2 UCC Terms. Terms defined in the UCC (such as, but not limited to, accounts, chattel paper, commercial tort claims, contract rights, deposit account, documents, equipment, financial assets, general intangibles, goods, instruments, investment property, inventory, and proceeds), as and when used (without being capitalized) in this Agreement or the Loan Documents, shall have the meanings given to such terms in the UCC.

1.3 Accounting Terms and Determinations. Unless otherwise specified herein, all accounting terms used herein shall be interpreted, all determinations with respect to accounting matters hereunder shall be made, and all financial statements and all other certificates and reports as to any financial matters required to be furnished to the Lender hereunder shall be prepared in accordance with GAAP applied on a consistent basis.

Section 2. REVOLVING CREDIT FACILITY

2.1 Loan. Subject to the terms and conditions of this Agreement, and on the express condition that there exists no Event of Default, then prior to the Termination Date Lender will make Advances to Borrower under the Loan in an amount not to exceed outstanding at any time the lesser of (a) the Facility Limit, and (b) the Borrowing Base. Borrower may borrow, repay, and reborrow the principal of the Loan in accordance with the terms of this Agreement.

2.2 Advances under the Loan. Borrower may request an Advance under the Loan by making an Advance Request. Advances made available by Lender will be deposited by wire transfer into Borrower's Operating Account. Advances will be made available by Lender no earlier than the first business day following an Advance Request received by Lender prior to 10:00 a.m. Pacific Time and two (2) business days following an Advance Request received after 10:00 a.m. Pacific Time. Any change in Borrower's wiring instructions shall be made in writing at least three (3) business days prior to the date of an Advance. Any updates to the Collateral affecting the amount of Borrower's Advance Request must be completed two (2) business days prior to submission of the Advance Request. For purposes of calculating amounts available for Advances, collections into the Lockbox Accounts will be credited the business day following receipt, and effective as of the date of receipt. However, for purposes of calculating the actual outstanding balance of the Loans, and interest due on the Loans, collections into the Lockbox Accounts shall be applied after the Collection Clearance Days. Interest on the Loans accrues during the Collection Clearance Days.

2.3 Repayment of the Loan. The Loan shall be repaid as follows: (a) unless accelerated in accordance with the terms hereof, the outstanding principal amount of, and all accrued and unpaid interest on, the Loan is due and payable, without demand, on the Termination Date; (b) if at any time the principal of, and interest upon, the Loan exceeds the lesser of (i) the Facility Limit or (ii) the Borrowing Base, Borrower shall immediately repay the Loan in the amount of such excess; and (c) Borrower hereby instructs Lender to repay the Loan on any day in an amount equal to the amount received by Lender on such day pursuant to Section 7.2.

2.4 Disbursement of Loans. Borrower hereby irrevocably authorizes Lender to disburse the proceeds of Loans requested, or deemed to be requested, pursuant to this Section 2 as follows: (a) each Advance requested shall be disbursed by the Lender in lawful money of the United States of America in

immediately available funds, (b) in the case of the initial Advance under the Loan, in accordance with the written instructions from Borrower to Lender, and (c) in the case of each subsequent Advance, to a Deposit Account designated in writing by Borrower to Lender.

2.5 Authorized Representatives. Borrower shall act hereunder through the Authorized Representatives designated from time to time by Borrower, and all notices and requests to be given and received by Borrower, including requests for Loans, shall be given by and directed to such Authorized Representatives. Lender may rely on the authority or apparent authority of any officer or employee of Borrower whom Lender in good faith believes to be an Authorized Representative unless Borrower expressly notifies Lender that such officer or employee has been terminated or is otherwise no longer an Authorized Representative.

Section 3. GENERAL LOAN PROVISIONS; FEES AND EXPENSES

3.1 Interest.

(a) Loans. Borrower shall pay interest on the unpaid principal amount of the Obligations at a rate per annum equal to the sum of the Base Rate *plus* the Margin (or, if such amount were ever to exceed the Maximum Rate, then the Maximum Rate) payable monthly in arrears on the first day of each calendar month and on the Termination Date. Any change in the rate of interest resulting from a change in the Base Rate shall become effective on the day such change in the Base Rate is published.

(b) Default Rate. From and after the occurrence of an Event of Default, the unpaid principal amount of all Obligations and all accrued interest thereon shall, at the option of Lender, bear interest until paid in full (or, if earlier, until such Event of Default is cured or waived in writing by Lender) at a rate per annum equal to the lesser of (i) the Default Rate, or (ii) the Maximum Rate.

(c) Computation of Interest. Interest shall be computed on the basis of a year of 360 days and the actual number of days elapsed. Interest on the Loans accrues during the Collection Clearance Days.

3.2 Fees and Expenses.

(a) Origination Fee. In consideration for Lender's agreement to make the Loan in accordance with the terms of this Agreement and in order to compensate Lender in part for the costs associated with the Loan, Borrower shall pay to Lender on the Closing Date an origination fee in the amount shown on **Schedule A**. Such fee is in addition to the expenses that Borrower has agreed to pay elsewhere in this Agreement.

(b) Unused Line Fee. Borrower shall pay to Lender an Unused Line Fee for the period from the date hereof through the Termination Date calculated as shown on **Schedule A**. The parties hereto agree that such Unused Line Fee constitutes reasonable consideration for Lender's taking of appropriate actions to be able to make available to Borrower the amount of the Facility Limit for such period.

(c) Collateral Monitoring Fee. Lender shall be entitled to charge Borrower, and, if so charged, Borrower agrees to pay, a monthly Collateral Monitoring Fee in the amount shown on **Schedule A**. The Collateral Monitoring Fee for each calendar month shall be due and payable on the first day of the next calendar month, and shall be prorated for any partial calendar month until the Termination Date.

(d) Success Fee. If this Agreement terminates prior to the Termination Date in the case of either: (i) closing of a sale of all or substantially all the assets of the Borrower in the Bankruptcy Case, or (ii) confirmation of a plan in the Bankruptcy Case, Borrower shall pay to Lender the Success Fee in the amount shown on **Schedule A**.

(e) Expenses and Fees. All Expenses and Fees shall be paid by Borrower. Lender may cause such Expenses and Fees to be paid by debiting Borrower's Loan by increasing the principal amount of the Loan, or deducting from Borrower's accounts maintained with any Affiliate of Lender, the amount of any Expenses and Fees. At Lender's discretion, Lender may invoice Borrower for such Expenses and Fees and Borrower shall pay such invoice within five (5) days after the date of the invoice.

3.3 Manner of Payment.

(a) Timing. Each payment by Borrower on account of the principal of or interest on the Loans or of any fee or other amount payable to Lender shall be made not later than 12:00 p.m. (Pacific Time) on the applicable due date (or if such day is not a business day, the next succeeding business day, *provided* that interest shall continue to accrue until such payment is made). All payments shall be made to Lender at Lender's Office or by wire transfer to an account designated by Lender in Dollars in immediately available funds, and shall be made without any setoff, counterclaim, or deduction whatsoever.

(b) Charging Accounts. Borrower hereby irrevocably authorizes Lender and each Affiliate of Lender to charge any account of Borrower maintained with Lender or such Affiliate with such amounts as may be necessary from time to time to pay any Obligations which are not paid when due.

(c) Termination Reserve. The amount of the Termination Reserve, less any and all fees, costs, interest, or other charges incurred by Lender in the performance of this Agreement after Borrower's payment of all amounts described above, shall be returned to Borrower within thirty (30) days following such payment.

3.4 Termination of Agreement.

(a) Required Payments. On the Termination Date and upon any early termination of this Agreement, Borrower shall pay to Lender (i) the principal of, and accrued and unpaid interest on, all Loans outstanding on such date, (ii) all fees accrued and unpaid, (iii) any amounts payable to Lender pursuant to the other provisions of this Agreement or any other Loan Document, (iv) the amount of the Termination Reserve provided in **Schedule A**, and (v) any and all other Obligations then outstanding.

(b) Early Termination. Borrower shall use commercially reasonable efforts to give five (5) days' prior written notice to Lender of Borrower's intention to terminate this Agreement prior to the Termination Date specified in **Schedule A**.

3.5 Evidence of Indebtedness.

(a) At the request of Lender, the Loans shall be evidenced by one or more promissory notes.

(b) Lender shall maintain accounts in which it will record (i) the amount of each Loan extended hereunder, (ii) the amount of any principal or interest due and payable or to become due and payable from Borrower to Lender hereunder, and (iii) the amount of any sum received by Lender hereunder from Borrower.

(c) The entries in the accounts maintained pursuant to subsection (b) above shall be *prima facie* evidence of the existence and amounts of the Obligations therein recorded, *provided, however*, that the failure of the Lender to maintain such accounts or any error therein shall not in any manner affect the obligation of Borrower to repay the Obligations in accordance with their terms.

3.6 Adjustments by Lender. Lender may in the exercise of its reasonable credit judgment change from time to time the NCV and Reserve, and may revise **Schedule A** accordingly. Lender will provide notice to Borrower of any changes pursuant to this Section 3.6 at the time such change is made effective, and such notice will include reasonable explanation of such adjustment and may include such supporting documentation necessary to reasonably convey to Borrower the basis for such adjustment in NCV or establishment of a Reserve.

3.7 Application of Payments. Lender may, in its discretion, apply payments as follows:

- (a) First, to all fees and costs incurred by Lender for which Borrower is responsible to reimburse Lender under this Agreement or any of the Loan Documents;
- (b) next, to any accrued but unpaid interest on the Loan;
- (c) next, to the outstanding principal balance due on the Loan; and
- (d) next, to any other amounts due Lender under this Agreement or any other agreement between Lender and Borrower.

3.8 Maximum Interest. Borrower and Lender intend to strictly comply with any applicable usury laws. Accordingly, in no event shall Borrower or any Obligor be obligated to pay, or Lender have any right or privilege to reserve, receive, or retain, any interest in excess of the Maximum Rate. On each day, if any, that the interest rate charged under this Agreement (the "Stated Rate") exceeds the Maximum Rate, the rate at which interest shall accrue shall automatically be fixed by operation of this sentence at the Maximum Rate for that day, and shall remain fixed at the Maximum Rate for each day thereafter until the total amount of interest accrued equals the total amount of interest which would have accrued if there were no such ceiling rate as is imposed by this sentence. Thereafter, interest shall accrue at the Stated Rate unless and until the Stated Rate again exceeds the Maximum Rate when the provisions of the immediately preceding sentence shall again automatically operate to limit the interest accrual rate.

Section 4. PROFESSIONAL FEES, CASE ADMINISTRATION FEES, AND CLOSING EXPENSES

4.1 Professional Fees; Case Administration Fees; Closing Expenses.

(a) So long as no Event of Default shall have occurred and be continuing, and to the extent consistent with the Interim Budget or Thirteen Week Budget, Borrower is authorized to use proceeds of Advances hereunder to pay, without further order of the Bankruptcy Court: (i) all fees required to be paid to the Clerk of the Court and to the U.S. Trustee under 28 U.S.C. § 1930 and 31 U.S.C. § 3717 (the "Case Administration Fees"); (ii) professional fee retainers (the "Professional Fee Retainers") for persons or firms retained by the Borrower or the Committee whose retention is approved by the Bankruptcy Court pursuant to sections 327 and 1103 of the Bankruptcy Code (the "Professionals") in an aggregate amount not to exceed [§], which amount the Professionals shall use to pay all accrued and unpaid claims for unpaid fees, costs and expenses incurred by such Professionals for the months of January, February and March of 2016; and (iii) all accrued and unpaid claims for unpaid fees, costs, and expenses incurred by such Professionals thereafter (the "Ongoing Professional Fees"). Lender agrees not to seek disgorgement of any Case Administration Fees, Professional Fees, or Ongoing Professional Fees paid pursuant to and in compliance with this Section 4.1(a).

(b) Except as set forth in the last sentence of Section 4.1(a) above, nothing contained in this Agreement shall be construed: (i) to exempt those persons hereafter receiving interim compensation payments or reimbursement of expenses pursuant to any such Bankruptcy Court-approved procedure from the applicable provisions of bankruptcy law, including the requirements that such compensation or reimbursement be allowed on a final basis after the filing of appropriate fee applications, and, if applicable, any subsequent order of the Bankruptcy Court requiring that such payments be disgorged; (ii) as consent to the allowance of any fees and expenses referred to above, and (iii) to affect any right of Lender (or any other party) to object to the reasonableness of such Professional Fees.

(c) Whether or not an Event of Default shall have occurred or shall be continuing, Lender agrees that upon the reasonable request of Borrower, Lender will advance to Borrower an amount not to exceed \$75,000 and equal to the actual and necessary costs and expenses (if any) incurred by Borrower, a trustee, a federal agency or a department or agency of a state or political subdivision thereof, of closing Borrower's hospital facility and transitioning patients pursuant to 11 U.S.C. § 503(b)(8) (the "Facility Closing Expenses").

Section 5. CONDITIONS PRECEDENT

5.1 Conditions Precedent. Lender shall not be obligated to make any Loan or Advance hereunder (including the first) until all of the following have been fully performed or satisfied to Lender's satisfaction as determined in its sole discretion:

(a) Borrower has executed and delivered to Lender this Agreement and a promissory note evidencing the Loan;

(b) Borrower has executed and delivered to Lender the Business Associate Agreement;

(c) Borrower has submitted certificates executed by the Manager or President and the Secretary of Borrower certifying (i) the names and signatures of the officers of such Person authorized to execute Loan Documents, (ii) the resolutions duly adopted by the Board of Directors or members of such Person authorizing the execution of this Agreement and the other Loan Documents, as appropriate, and (iii) correctness and completeness of the copy of the bylaws, articles or operating agreement;

(d) Borrower has submitted a certificate regarding the due formation, valid existence, and good standing of Borrower in the state of its organization issued by the appropriate governmental authorities in such jurisdiction and copies of its organizational documents certified by such authorities;

(e) Borrower has executed in favor of Lender and submitted to Lender an authorization to file financing statements;

(f) Borrower has executed in favor of Lender an advertising authorization letter in form and content acceptable to Lender;

(g) Borrower has submitted to Lender endorsements naming Lender as an additional insured and lender's loss payee on all liability insurance and all property insurance policies of Borrower;

(h) Borrower has submitted to Lender an opinion of counsel for Borrower in form and content acceptable to Lender covering such matters as Lender may request related to this Agreement and the Loans;

(i) Borrower has submitted to Lender a memorandum of counsel for Borrower in form and content acceptable to Lender covering such matters as Lender may request related to managed care contract payments;

(j) Borrower has caused the judgments and liens listed in Schedule 4.1 to have been paid in full;

(k) Borrower has established a Lockbox Account for receipts of proceeds of Collateral;

(l) Borrower has submitted to Lender Lockbox Agreements and Deposit Account Control Agreements in form and content acceptable to Lender, including without limitation Deposit Account Control Agreement in connection with Borrower's Deposit Accounts maintained at Frost Bank;

(m) Borrower has prepared and sent to each Account Debtor written notice in form and content acceptable to Lender as shown on **Exhibit D** directing each Account Debtor to send to the Lockbox address specified by Lender all remittances with respect to all amounts payable by the Account Debtors, and copies of such notices have been submitted to Lender;

(n) the Reserve shall be no less than the amount shown on **Schedule A**;

- (o) Borrower shall have submitted the Interim Budget and the Thirteen Week Budget to Lender and Lender's counsel;
- (p) the Bankruptcy Court shall have issued the DIP Financing Order;
- (q) One of the following shall have occurred:
 - (i) Borrower has submitted to Lender a subordination agreement executed by Jefe Plover in form and content acceptable to Lender in Lender's sole discretion;
 - (ii) The DIP Financing Order shall include subordination terms with respect to the Jefe Plover Lien and underlying Indebtedness in form and content acceptable to Lender in Lender's sole discretion; or
 - (iii) The Jefe Plover Lien and Jefe Plover Security Agreement shall have been terminated, and a UCC-3 Termination with respect to Financing Statement No. 15-00354522 shall have been filed with the Texas Secretary of State.
- (r) no Event of Default shall have occurred;
- (s) Borrower has submitted to Lender in form and content acceptable to Lender all documents evidencing or relating to Subordinated Indebtedness as Lender may request;
- (t) Borrower has submitted to Lender a subordination agreement executed by Persons designated by Lender in form and content acceptable to Lender;
- (u) James P. Davis and Preshie Wilson shall have executed and delivered to Lender the Validity and Support Agreement;
- (v) Borrower shall have delivered to Lender an executed IRS Form 8821 Tax Information Authorization; and
- (w) Borrower has submitted or executed such other documents, certificates, opinions, and information that Lender may require.

5.2 Conditions to Subsequent Advances. The obligation of Lender to make any Advance subsequent to the initial Advance on the Loan is subject to the following conditions precedent:

- (a) Conditions to First Advance. All of the conditions precedent set forth in Section 5.1 have been satisfied or waived by Lender.
- (b) Borrowing Base Certificate. Lender shall have received from Borrower a Borrowing Base Certificate acceptable to Lender executed by an Authorized Representative prior to the date of the requested Advance. Unless an Event of Default has occurred and is continuing, Lender shall not request a Borrowing Base Certificate more frequently than once per week. Borrower may choose to deliver a Borrowing Base Certificate more frequently than weekly at Borrower's discretion.
- (c) Representations and Warranties. The representations and warranties contained in each of the Loan Documents shall be true in all material respects with the same force and effect as though made on and as of such date.
- (d) Defaults and Events of Default. No Default or Event of Default shall have occurred and be continuing.

(e) Adverse Change. No Material Adverse Change (or event or condition that could reasonably be expected to cause or have a Material Adverse Change) has occurred since the date of the Borrower's most recently submitted financial statements.

(f) Legal Restriction. The Advance shall not be prohibited by any law or regulation or any order of any court or governmental agency or authority.

(g) No Repudiation. Neither Borrower nor any Obligor shall have repudiated or made any anticipatory breach of any of its obligations under any Loan Document.

Section 6. REPRESENTATIONS AND WARRANTIES OF BORROWER

6.1 Representations and Warranties. Borrower represents and warrants to Lender as follows:

(a) Organization; Power; Qualification. Borrower is duly organized, validly existing, and in good standing under the laws of its state of organization and is authorized to do business in each state in which the nature of its properties or its activities requires such authorization.

(b) Authorization; Enforceability. Borrower has the power and authority to, and is duly authorized to, execute and deliver the Loan Documents to be executed by Borrower. All of the Loan Documents to which Borrower is a party constitute the legal, valid, and binding obligations of Borrower, enforceable in accordance with their terms, except as limited by bankruptcy, insolvency, or similar laws of general application relating to the enforcement of creditors' rights generally.

(c) Subsidiaries; Ownership. Except as shown on Schedule 5.1, Borrower does not have any subsidiaries. The outstanding stock or membership interests of Borrower have been duly and validly issued and are fully paid and nonassessable, and the number and owners of such shares of capital stock or membership interests are set forth on Schedule 5.1.

(d) Conflicts. Neither the execution and delivery of the Loan Documents, nor consummation of any of the transactions therein contemplated nor compliance with the terms and provisions thereof, will contravene any provision of law or any judgment, decree, license, order, or permit applicable to Borrower or will conflict with, or will result in any breach of, any agreement to which Borrower is a party or by which Borrower may be bound or subject, or violate any provision of the organizational documents of Borrower.

(e) Consents, Governmental Approvals, Etc. No governmental approval nor any consent or approval of any third Person (other than those which have been obtained prior to the date hereof) is required in connection with the execution, delivery, and performance by Borrower of the Loan Documents. Borrower is in compliance with all applicable governmental approvals and all applicable laws.

(f) Borrower Information. Borrower has delivered to Lender a completed form of Schedule 5.1, and all of the information contained in Schedule 5.1 is complete, correct, accurate, and does not fail to state a material fact necessary for Lender to complete its due diligence with respect to Borrower.

(g) Title; Liens. Except for items described in Schedule 5.1 and for Permitted Liens, all of the owned properties and assets of Borrower are free and clear of all Liens, and Borrower has good and marketable title to such properties and assets. Each Lien granted, or intended to be granted, to Lender pursuant to the Loan Documents is a valid, enforceable, perfected, first priority Lien and security interest.

(h) Indebtedness and Guaranties. Set forth on Schedule 5.1 is a complete and correct listing of all of Borrower's (i) Indebtedness for Money Borrowed, and (ii) guaranties and other contingent obligations.

(i) Litigation, Suits, Actions, Etc. Except as disclosed on Schedule 5.1, no litigation, arbitration, governmental investigation, proceeding, or inquiry is pending or, to the knowledge of Borrower, threatened against Borrower or that could affect any of the Collateral.

(j) Tax Returns and Payments. All tax returns required to be filed by Borrower in any jurisdiction have been filed and all taxes (including property taxes) have been paid prior to the time that such taxes could give rise to any lien.

(k) Financial Condition. Borrower has delivered to Lender copies of Borrower's unaudited consolidated and consolidating balance sheet and Borrower's subsidiaries as of the most recently completed month and the related unaudited consolidated and consolidating statements of income, shareholders' equity and cash flow. The financial statements submitted shall fairly present the financial condition of Borrower as of the respective dates and shall have been prepared in accordance with GAAP (except, with respect to the unaudited statements, for the presentation of footnotes and for applicable normal year-end audit adjustments). There is no Indebtedness of Borrower which is not reflected in the financial statements, and no event or circumstance has occurred since the date of the financial statements which has had or could have or result in a Material Adverse Change, other than the commencement of the Bankruptcy Case.

(l) ERISA. Neither Borrower nor any Related Company maintains or contributes to any Benefit Plan other than those listed on Schedule 5.1. Further, (i) no Reportable Event (as defined in ERISA) has occurred and is continuing with respect to any Benefit Plan, and (ii) the PBGC has not instituted proceedings to terminate any Benefit Plan. The Borrower and each Related Company has satisfied the minimum funding standards under ERISA with respect to its Benefit Plans and is in compliance in all material respects with the presently applicable provisions of ERISA and the Code, and has not incurred any liability to the PBGC or a Benefit Plan under Title IV of ERISA other than a liability to the PBGC for premiums under Section 4007 of ERISA.

(m) Health Care Matters.

(i) Compliance With Laws. Without limiting the generality of any other provision of this Agreement, Borrower is in compliance with all applicable Health Care Laws, except where non-compliance would not reasonably be expected to cause a Material Adverse Change.

(ii) Audits and Investigations. No Borrower is currently subject to any federal, state, local governmental or private payor civil or criminal investigations, inquiries or audits involving and/or related to the operation of Borrower's facilities or its compliance with Healthcare Laws, nor to their knowledge, is any Borrower currently subject to any federal, state or private payor inquiry, investigation, inspection or audit regarding its activities, including, without limitation, an inquiry or investigation of any Person having "ownership, financial or control interest" in any Borrower (as that phrase is defined in 42 C.F.R. §420.201 et seq.) involving compliance with Health Care Laws, in either case except where such inquiry, investigation, inspection or audit is conducted in the normal course of business and is reasonably not expected to result in a finding of material non-compliance.

(iii) HIPAA. Borrower has undertaken any reviews, analyses and/or assessments (including any necessary risk assessments) of all areas of its business and operations required by HIPAA and/or that could be materially adversely affected by the failure of Borrower to be in material compliance with HIPAA.

(iv) Reports. Borrower has timely filed or caused to be timely filed all cost reports required by any applicable Health Care Law or any material contract to which Borrower is a party with respect to Borrower's business operations or Borrower's facilities.

(v) Reimbursements. Borrower has such participation agreements, permits, licenses, certificates and other approvals or authorizations of Governmental Authorities as are necessary under any applicable Health Care Law to receive reimbursement under Medicare and

Medicaid. Borrower has all Medicare and Medicaid billing number(s) and related documentation necessary to submit reimbursement claims to Medicare and/or Medicaid for any healthcare good or service furnished by Borrower in any jurisdiction where Borrower conducts business. Borrower is not currently subject to suspension, revocation or denial of its Medicare and/or Medicaid certification, billing number(s), or Medicare and/or Medicaid participation agreement(s), or of any other governmental or private third party payor participation agreement.

(vi) Patient Records. All of Borrower's patient or resident records are maintained in accordance with any applicable Health Care Law in all material respects.

(vii) Patient Abuse. There have been no charges of patient abuse or licensing violations involving Borrower or a facility operated by Borrower that (i) have been determined to be substantiated by any governmental authority within the past twelve (12) months or (ii) are currently pending or threatened, which in either case would reasonably be likely to have or create a Material Adverse Change.

(viii) Licenses. All licenses of Borrower are in full force and effect and are free from restrictions or known conflicts which would materially impair the use or operation of any of Borrower's properties or facilities for its current use.

(n) Capitalization. Borrower's capital stock issued (or membership information) is correctly listed on Schedule 5.1.

(o) Defaults. No Default or Event of Default has occurred and is continuing.

(p) Borrowing Base Reports. All Accounts included in any Borrowing Base Certificate constitute Eligible Accounts, except as disclosed in such Borrowing Base Certificate.

(q) Payroll Taxes. Borrower has made all payroll tax deposits for all of its employees on or before the date when due.

(r) Intent. No transfer of property of and no obligation incurred by Borrower in connection with the transactions contemplated by this Agreement or the other Loan Documents is or has been made with the intent to hinder, delay, or defraud either present or future creditors of Borrower.

(s) Commercial Tort Claims. Borrower has no commercial tort claims.

6.2 Survival of Representations. All representations and warranties by Borrower herein shall be deemed to have been made on the date hereof and the date of each Advance of a Loan.

Section 7. SECURITY INTEREST AND COLLATERAL COVENANTS

7.1 Security Interest. To secure the payment and performance of the Obligations, Borrower hereby mortgages, pledges, and assigns to Lender for itself, and as agent for its Affiliates, all of the Collateral and grants to Lender for itself, and as agent for its Affiliates, a security interest and Lien in and upon all of the Collateral. The security interest granted in the Accounts shall have superpriority over conflicting security interests and liens, if any, pursuant to the terms of the DIP Financing Order.

Notwithstanding anything herein to the contrary, in no event shall the term "Collateral" include, and the security interest granted hereunder shall not attach to: (i) with respect to voting capital stock and other voting equity interests in each case issued by a foreign subsidiary of a Borrower, more than 66% of such stock or other voting equity interests to the extent the security interest on a greater percentage of such voting capital stock or other voting equity interests would cause a material adverse tax consequence to such Borrower under Section 956 of the Code; (ii) any lease, license, instrument, contract, property rights, or agreement to which a Borrower is a party or any of such Borrower's rights or interests thereunder, if, and for so long as and to the extent that, the grant of the security interest hereunder would constitute or result in (A) the abandonment, invalidation or unenforceability of any right, title or interest of any Borrower

therein or (B) breach or termination pursuant to the terms of, or a default under, any such lease, license or contract (other than to the extent that any such breach, termination or default would be rendered ineffective pursuant to Section 9-406, 9-407, 9-408 or 9-409 of the Uniform Commercial Code (or any successor provision or provisions) of any relevant jurisdiction, any other applicable law or principles of equity); provided, however, that the security interest granted hereunder (x) shall attach immediately when the condition causing such breach, termination or default is remedied, (y) shall attach immediately to any severable term of such lease, license or contract to the extent that such attachment does not result in any of the consequences specified above and (z) shall attach immediately to any such lease, license or contract to which the account debtor or such Grantor's counterparty has consented to such attachment; and (iii) any application to register any intent-to-use trademark or service mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark or service mark to the extent the creation of a security interest therein or the grant of a mortgage thereon would void or invalidate such trademark or service mark (collectively, the "**Excluded Property**"); provided, however, that (y) any items set forth above (or any portion thereof) that cease to satisfy the criteria for Excluded Property (whether as a result of a Borrower obtaining any necessary consent, any change in any applicable law or otherwise) shall no longer be Excluded Property and the security interest granted hereunder shall attach immediately to such items (or portion thereof) at such time and such Excluded Property shall then be deemed Collateral hereunder and (z) Excluded Property shall not include any proceeds of any of the items referred to in this paragraph and instead all such proceeds shall be Collateral.

7.2 Collection of Accounts.

(a) If Borrower receives any monies, checks, notes, drafts, and other payments relating to or constituting proceeds of Accounts, Borrower shall immediately deposit all such items in kind in the appropriate Lockbox Account or Deposit Account, fully endorsed. Borrower shall advise each Account Debtor that remits amounts payable on the Accounts or any other Person that remits amounts to Borrower in respect of any of the Collateral by wire transfer or ACH to make such remittances directly to the Lockbox Account or Deposit Account.

(b) Borrower shall enter into Deposit Account Control Agreements for all of Borrower's Deposit Accounts.

(c) Borrower shall enter into Lockbox Agreements and shall cause all moneys, checks, notes, drafts, and other payments relating to or constituting proceeds of Accounts, or of any other Collateral, to be forwarded to a Lockbox Account or Deposit Account for deposit.

(d) Deposits in the Lockbox Accounts or Deposit Account shall be credited, subject to final payment, to the payment of the Obligations after receipt and deposit into the Lockbox Accounts plus the Collection Clearance Days shown on **Schedule A**. The delay in applying funds held in the Lockbox Accounts to the Obligations shall in all respects be limited so that interest on the Obligations is at all times less than interest calculated at the Maximum Rate.

(e) Any payments which are received by Borrower (including any payment evidenced by a promissory note or other instrument) shall be held in trust for Lender and shall be (i) deposited in the Lockbox Accounts, or (ii) delivered to Lender, as promptly as possible in the exact form received, together with any necessary endorsements.

7.3 Disputes, Returns and Adjustments.

(a) Borrower shall provide Lender with prompt written notice of amounts in excess of \$25,000 that are in dispute between any Account Debtor and Borrower.

(b) Borrower shall notify Lender promptly of all returns and credits in respect of any Account, which notice shall specify the Accounts affected and be included in the Borrowing Base Certificate delivered to Lender. Borrower shall notify Lender promptly of any pending return or credit in excess of the amount shown on **Schedule A**, and shall specify the Account affected, the related Account Debtor, and the goods to be returned.

(c) Borrower may, in the ordinary course of business and prior to a Default or an Event of Default, grant any extension of time for payment of any Account or compromise, compound, or settle the same for less than the full amount thereof or release wholly or partly any Person liable for the payment thereof or allow any credit or discount whatsoever thereon, *provided* that (i) Borrower shall not have taken any such action that results in the reduction of more than the amount shown on **Schedule A** with respect to any account or more than the amount shown on **Schedule A** with respect to all Accounts of Borrower in any fiscal year, and (ii) Borrower shall promptly notify Lender (but not less often than ten (10) days after the end of each month) of the amount of such adjustments and the Account(s) affected thereby.

7.4 Verification and Notice. Lender shall have the right at any time at Borrower's expense and in Lender's own name, Borrower's name, or an assumed name (a) to verify the validity, amount, or any other matter relating to any Accounts, and (b) to notify Account Debtors to make payment of all amounts directly to Lender and enforce collection of any such Accounts and to adjust, settle, or compromise the amount or payment thereof, in the same manner as Borrower.

7.5 Ownership; Defense of Title.

(a) Borrower shall defend its title in and to the Collateral and shall defend the security interest of Lender in the Collateral against the claims and demands of all Persons.

(b) Borrower shall (i) protect and preserve all properties material to its business, including Intellectual Property, and maintain all tangible property in good and workable condition in all material respects, with reasonable allowance for wear and tear, and (ii) from time to time make or cause to be made all needed and appropriate repairs, renewals, replacements, and additions to such properties necessary for the conduct of its business.

7.6 Location of Offices and Collateral; Organizational Information. Borrower shall not change the location of its place of business (or, if it has more than one place of business, its chief executive office) or the place where it keeps its books and records relating to the Collateral or change its name, identity, corporate structure, or jurisdiction of organization without giving Lender at least thirty (30) days' prior written notice thereof. All inventory, other than inventory in transit to any such location, shall at all times be kept by Borrower at one or more of the locations set forth in Schedule 5.1.

7.7 Records Relating to Collateral. Borrower shall at all times keep and maintain (i) complete and accurate records of Accounts on a basis consistent with past practices of Borrower, (ii) complete and accurate records of all other Collateral, (iii) Patient Lists containing the names, addresses, and phone numbers of Borrower's patients or other Persons that owe Borrower money for any goods or medical services rendered by Borrower, (iv) a list of all other Persons that owe Borrower money, and (v) a current list of all salesmen and employees of Borrower. Data bases containing the foregoing shall at all times be accessible and available to Lender.

7.8 Inspection. Lender (by any of its officers, employees, or agents) shall have the right at any time or times to (a) visit the properties of Borrower, inspect the Collateral and the other assets of Borrower, and inspect and make extracts from the books and records of Borrower, all during customary business hours, (b) discuss Borrower's business, financial condition, results of operations, and business prospects with Borrower's (i) principal officers, (ii) independent accountants and other professionals providing services to Borrower, and (iii) any other Person (except that any such discussion with any third parties shall be conducted only in accordance with Lender's standard operating procedures relating to the maintenance of confidentiality of confidential information of Borrower), (c) verify the amount, quantity, value, and condition of, or any other matter relating to, any of the Collateral and, in this connection, review, audit, and make extracts from all records and files related to any of the Collateral, and (d) access and copy the records, lists, reports, and data bases referred to in Section 7.7. Borrower will deliver to the Lender upon request any instrument necessary to authorize an independent accountant or other professional to have discussions of the type outlined above with the Lender or for the Lender to obtain records from any service bureau maintaining records on behalf of Borrower. Absent the occurrence an Event of Default, Lender will provide Borrower with reasonable advance notice of any inspection pursuant to this Section 7.8, and any inspection shall occur at a reasonable time and place.

7.9 Maintenance. Borrower shall maintain all equipment owned by Borrower in good and working order and condition, reasonable wear and tear excepted.

7.10 Power of Attorney. Borrower hereby appoints Lender as its attorney, with power (a) to endorse the name of Borrower on any checks, notes, acceptances, money orders, drafts, or other forms of payment or security that may come into Lender's possession, and (b) to sign the name of Borrower on any invoice or bill of lading relating to any Accounts, inventory, or other Collateral. Borrower also authorizes Lender to file financing statements, without Borrower's signature, covering part or all of the Collateral in such jurisdictions as Lender shall determine to be advisable.

Section 8. AFFIRMATIVE COVENANTS

So long as this Agreement shall be in effect or any of the Obligations shall be outstanding, Borrower covenants and agrees as follows:

8.1 Preservation of Corporate Existence and Similar Matters. Borrower shall preserve and maintain its existence as a corporation or limited liability company, as the case may be, and qualify and remain qualified as a foreign entity authorized to do business in each jurisdiction in which the character of its properties or the nature of its business requires such qualification or authorization.

8.2 Compliance with Requirements of Law. Borrower shall continuously comply with all material Requirements of Law.

8.3 Conduct of Business. Borrower shall engage only in substantially the same businesses conducted by Borrower on the date hereof.

8.4 Payment of Taxes and Claims. Borrower shall pay or discharge when due (a) all taxes, assessments, and governmental charges imposed upon it or its properties and (b) all lawful claims which, if unpaid, might become a Lien on any properties of Borrower, except that this Section 8.4 shall not require the payment or discharge of any such tax, assessment, charge, levy, or claim which is being contested in good faith by appropriate proceedings and for which adequate reserves have been established on the appropriate books of Borrower. Notwithstanding the foregoing, Borrower shall not be deemed to have breached this Section 8.4 in connection with Borrower's failure to timely pay property taxes due to Tarrant County, Texas for the year ended December 31, 2015.

8.5 Accounting Methods and Financial Records. Borrower shall maintain a system of accounting, and keep such books, records and accounts (which shall be true and complete), as may be required or as may be necessary to permit the preparation of financial statements in accordance with GAAP consistently applied.

8.6 Use of Proceeds. Borrower shall (a) use the proceeds of the Loan for working capital and general business purposes, (b) not use any part of such proceeds to purchase or carry, or to reduce or retire or refinance any credit incurred to purchase or carry, any margin stock (within the meaning of Regulation U of the Board of Governors of the Federal Reserve System) or for any other purpose which would violate Regulation U or Regulation T or X of such Board of Governors or for any other purpose prohibited by law or by the terms and conditions of this Agreement, and (c) not use any part of such proceeds to challenge Lender's liens, title, priority, perfection, security interest, or other rights or interests in the Collateral as such liens, priority, perfection, security interest, or other rights or interests arise pursuant to the Loan or the Loan Documents.

8.7 Hazardous Waste and Substances; Environmental Requirements. Borrower shall comply with all occupational health and safety laws and Environmental Laws.

8.8 Accuracy of Information. All written information, reports, statements, and other papers and data furnished to Lender shall be, at the time the same is so furnished, complete and correct in all material respects.

8.9 Revisions or Updates to Schedules. Should any of the information or disclosures provided on any of the Schedules attached hereto become outdated or incorrect in any material respect, Borrower shall provide promptly to Lender such revisions or updates to such Schedule(s) as may be necessary or appropriate to update, or correct and update, such Schedule(s). Notwithstanding the foregoing, the delivery to Lender of a revised or updated schedule shall not constitute a waiver of, or consent to, any Default or Event of Default arising as a result of any erroneous or incorrect information provided in any Schedule previously delivered to Lender.

8.10 ERISA. Borrower shall provide to Lender, as soon as possible and in any event within thirty (30) days after the date that (a) any Termination Event with respect to a Benefit Plan has occurred or will occur, (b) the aggregate present value of the Unfunded Vested Liabilities under all Benefit Plans has increased to an amount in excess of \$0, or (c) Borrower is in "default" (as defined in Section 4219(c)(5) of ERISA) with respect to payments to a Multiemployer Plan required by reason of its complete or partial withdrawal (as described in Section 4203 or 4205 of ERISA) from such Multiemployer Plan, a certificate of the president or the chief financial officer of Borrower setting forth the details of such of the events described in clauses (a) through (c) as applicable and the action which is proposed to be taken with respect thereto and, simultaneously with the filing thereof, copies of any notice or filing which may be required by the PBGC or other agency of the United States government with respect to such of the events described in clauses (a) through (c) as applicable.

8.11 Insurance.

(a) Borrower shall keep or cause to be kept adequately insured by financially sound and reputable insurers all of its property usually insured by Persons engaged in the same or similar businesses. Without limiting the foregoing, Borrower shall insure the Collateral of Borrower against loss or damage by fire, theft, burglary, pilferage, loss in transit, business interruption, and such other hazards as usual and customary in Borrower's industry or as Lender may specify in amounts and under policies by insurers acceptable to Lender, and all premiums thereon shall be paid by Borrower and copies of the policies delivered to Lender. Each policy of insurance covering the Collateral shall provide that at least ten (10) days' prior written notice of cancellation or notice of lapse must be given to Lender by the insurer. All insurance policies required under this Section 8.11 shall name Lender as an additional named insured and as a lender's loss payee. Any proceeds of insurance referred to in this Section 8.11 which are paid to Lender shall be, at the option of Lender in its sole and absolute discretion, either (i) applied to rebuild, restore, or replace the damaged or destroyed property, or (ii) applied to the payment or prepayment of the Obligations.

8.12 Payroll Taxes. Borrower shall at all times make all payroll tax deposits for all of its employees on or before the date when due.

8.13 Notice of Certain Matters. Borrower shall promptly provide to Lender written notice of any of the following:

(a) the commencement against any Obligor of any audit, investigation, judicial or administrative proceeding, or any criminal or civil investigation initiated, claim filed, or disclosure required of any Obligor by the Office of Inspector General, the Department of Justice, Center for Medicare and Medicaid Services (CMS) (formerly HCFA), or any other governmental authority, or any claim filed under the False Claims Act or any other Requirement of Law;

(b) any amendment of any of the organizational documents of Borrower, including, but not limited to, articles of incorporation, bylaws, articles of organization, or Operating Agreement;

(c) any material negative change in the business, financial condition, results of operations, or business prospects of Borrower;

(d) any change in the executive officers or managers of Borrower;

(e) copies of all reports and statements that Borrower sends to or receives from any governmental authority;

(f) any Default or Event of Default, or event that would constitute a default or event of default by Borrower under any material agreement (other than this Agreement) to which Borrower is a party; and

(g) the occurrence of any other event which could reasonably be expected to have a Material Adverse Change.

8.14 Notice of Healthcare Matters. Borrower shall promptly provide to Lender written notice of any of the following:

(a) any investigation or pending or threatened proceedings relating to any violation by Borrower, any Affiliate of Borrower, or any health care facility to which Borrower or Affiliate provides services, of any Health Care Laws (including, without limitation, any investigation or proceeding involving violation of any of the Medicare and/or Medicaid fraud and abuse provisions);

(b) copies of any written recommendation from any governmental authority or other regulatory body that Borrower, any Affiliate of Borrower, or any Obligor to which Borrower or any Affiliate of Borrower provides services should have its licensure or accreditation revoked, or have its eligibility to participate in the Civilian Health and Medical Program of the Uniformed Services ("CHAMPUS"), Medicare or Medicaid or to accept assignments or rights to reimbursement under CHAMPUS, Medicaid or Medicare regulations revoked;

(c) notice of any claim to recover any alleged material overpayments with respect to any receivables including, without limitation, payments received from CHAMPUS, Medicare, Medicaid or from any private insurance carrier;

(d) notice of termination of eligibility of Borrower, Affiliate of Borrower, or any health care facility to which Borrower provides services to participate in any reimbursement program of any private insurance carrier or other Obligor applicable to it;

(e) notice of any material reduction in the level of reimbursement expected to be received with respect to any receivables;

(f) notice of any reimbursement payment contract or process that results or may result in any claim against Borrower or Affiliate of Borrower (including on account of overpayments, settlement payments, appeals, repayment plan requests);

(g) Borrower becomes aware of any fact or circumstance that would constitute a breach of the representations and warranties in Section 6.1(m); and

(h) copies of any report or communication from any governmental authority in connection with any inspection of any facility of Borrower or any Affiliate of Borrower.

8.15 Bankruptcy Case. Borrower shall continuously abide by the DIP Financing Order, timely file all documents required of Borrower and its Affiliates in the Bankruptcy Case, and otherwise be in material compliance with all orders respecting Borrower and its Affiliates in the Bankruptcy Case.

8.16 Chapter 11 Plan. Borrower shall not propose any Chapter 11 Plan that does not provide for the payment in full of all the Obligations, unless and except (i) such Chapter 11 Plan is approved by Lender's prior written consent; or (ii) Lender is paid in full through a sale.

8.17 Post-Closing Obligations.

(a) Asset Disposition Program. Borrower shall effectuate the following Asset Disposition Program in accordance with the terms and conditions and timeline set forth below:

(i) On or before April 14, 2016, Borrower shall obtain entry by the Bankruptcy Court of an order approving sale procedures with respect to the sale of all or substantially all of Borrower's assets (the "**Sale Procedures Order**"), with such procedures to be on terms and conditions reasonably satisfactory to Lender, unless the Debtor determines, in the good faith exercise of its business judgment, that no Sales Procedures Order is necessary prior to filing a Sale Motion (as defined below). Other benchmarks will be agreed upon by Committee Lender and Borrower in the Sale Procedures Order (and shall include, without limitation: establishment of a data room, completion of due diligence, receipt of expressions of intent, receipt of formal bids, approval of approved bidders, and an auction date).

(ii) On or before May 27, 2016, Borrower shall file a motion seeking Bankruptcy Court approval of the sale of all or substantially all of Borrower's assets (including all of Borrower's Accounts) pursuant to the Sale Procedures Order (the "**Sale Motion**"), on terms and conditions satisfactory to Lender. Borrower shall obtain entry of a Final Order approving the Sale Motion not later than June 14, 2016.

(iii) On or before June 24, 2016, Borrower shall consummate and close a sale of all or substantially all of Borrower's assets that either: (i) provides for the repayment all the Obligations in full contemporaneously with the closing; or (ii) is otherwise acceptable to the Lender in Lender's sole discretion.

Section 9. FINANCIAL AND COLLATERAL REPORTING

So long as this Agreement shall be in effect or any of the Obligations shall be outstanding, Borrower covenants and agrees as follows:

9.1 Financial Statements.

(a) Year-End Financial Statements. As soon as available, but in any event within ninety (90) days after Borrower's Fiscal Year-End for the Fiscal Year ending December 31, 2016, Borrower shall furnish to Lender copies of Borrower's Fiscal Year-End reviewed consolidated and consolidating balance sheet of Borrower and its subsidiaries as of the Fiscal Year-End and the related reviewed consolidated and consolidating statements of income, shareholders' equity and cash flow for such fiscal year, in each case setting forth in comparative form the figures for the previous year of Borrower and its subsidiaries, together with an unqualified report certified by independent certified public accountants selected by Borrower and acceptable to Lender. In addition, on or before such date, Borrower shall provide Lender with copies of all management reports received from its certified public accountants.

(b) Monthly Financial Statements. As soon as available, but in any event within twenty-five (25) days after the end of each month, Borrower shall furnish to Lender copies of the unaudited consolidated and consolidating balance sheet of Borrower and its subsidiaries as of the end of such month and the related unaudited consolidated and consolidating income statement and statement of cash flow of Borrower and its subsidiaries for such month and for the portion of the fiscal year of Borrower through such month, certified by the Chief Financial Officer and Chief Restructuring Officer of Borrower as presenting fairly the financial condition and results of operations of Borrower and its subsidiaries as of the date thereof and for the periods ended on such date, subject to normal year-end adjustments.

(c) Projected Financial Statements. No less frequently than once each week, Borrower shall furnish Lender with a Thirteen Week Budget.

All such financial statements referred to in clauses (a) and (b) shall be complete and correct in all material respects and shall be prepared in accordance with GAAP (except, with respect to interim financial statements, for the omission of footnotes) applied consistently throughout the periods reflected therein. Further, all such financial statements referred to in clauses (a), (b), and (c) shall be prepared in good faith and presented in a form acceptable to Lender.

(d) Bankruptcy Case Financial Documents. Borrower shall use commercially reasonable efforts to provide Lender and Committee with a copy of any financial report or financial

document filed by Borrower in the Bankruptcy Case contemporaneously with such filing in the Bankruptcy Case.

(e) Weekly Accounting and Information. Borrower shall comply with the accounting and information requirements set forth in the DIP Financing Order, specifically, Borrower shall provide Lender, Lender's counsel, and the Committee a weekly report certified by Borrower's Chief Financial Officer and Chief Restructuring Officer indicating all receipts received and expenditures made by the Borrower in the week ending the prior Friday, and setting forth in comparative form all receipts and expenditures as compared with the Interim Budget, and detailing any variances of more than 5% from the projected expenditures and receipts in the Interim Budget.

(f) Weekly Case Load Information. Borrower shall provide Lender counsel a weekly report certified by Borrower's Chief Financial Officer and Chief Restructuring Officer regarding Borrower's case load.

9.2 Compliance Certificate. Together with each delivery of financial statements required by Sections 9.1(a) and (b), Borrower shall furnish to Lender a certificate of Borrower's Chief Financial Officer and Chief Restructuring Officer in the form of Exhibit B.

9.3 Collateral Information and Reports.

(a) Schedules of Accounts. Within twenty-five (25) days after the end of each month, Borrower shall furnish to Lender a Schedule of Accounts. Lender must receive the Schedule of Accounts no later than 5:00 p.m. Pacific Time at least two (2) business days prior to the receipt of the Borrowing Base Certificate for purposes of determining the amount of any Advance.

(b) Schedules of Accounts Payable. Within twenty-five (25) days after the end of each month, Borrower shall furnish to Lender a schedule of accounts payable of Borrower and aging information as of the last business day of such month setting forth (i) a detailed aged trial balance of all of Borrower's then existing accounts payable, specifying the name of and the balance due to each creditor and whether such balance was accrued before or after the filing of the Bankruptcy Case, and (ii) a reconciliation to the schedule of accounts payable to Borrower's general ledger as of such month end.

(c) Borrowing Base Certificate. Not less often than monthly or such other period of time as specified by Lender, Borrower shall furnish to Lender a Borrowing Base Certificate, along with supporting documentation, in form and substance satisfactory to Lender (including but not limited to information on sales, credits, collections, adjustments, and Accounts).

(d) Reconciliation. Contemporaneously with Borrower's submission of monthly financial statements specified above at Section 9.1(b), Borrower shall submit to Lender a reconciliation of the most recently submitted Borrowing Base Certificate to the Borrower's most recently submitted month-end unaudited consolidated and consolidating balance sheet of Borrower and its subsidiaries.

(e) Tax Returns. Borrower shall within fifteen (15) days after filing, provide Lender copies of all federal, state and local income tax returns, all payroll tax returns, all sales tax returns or any other tax returns or filings filed by Borrower.

(f) Other Information. Lender may, in the exercise of its reasonable credit judgment, from time to time require Borrower to deliver the schedules and certificates described in Section 9.3 more or less often and on different schedules than specified in such Section. Borrower shall also furnish to Lender such other additional information as Lender may reasonably from time to time request.

(g) Certification. Each of the schedules and certificates delivered to Lender by Borrower pursuant to this Section 9.3 shall be in a form acceptable to Lender and shall be signed and certified by the Chief Financial Officer and Chief Restructuring Officer of Borrower to be true, correct, and complete as of the date indicated thereon. In the event any of such schedules or certificates are delivered electronically or without signature, such schedules and/or certificates shall, by virtue of their delivery, be

deemed to have been signed and certified by the Chief Financial Officer and Chief Restructuring Officer of Borrower to be true, correct, and complete as of the date indicated thereon.

Section 10. NEGATIVE COVENANTS

So long as this Agreement shall be in effect or any of the Obligations shall be outstanding, Borrower covenants and agrees as follows:

10.1 Financial Covenants.

(a) Minimum Cash Basis Profit. Borrower shall maintain the Minimum Cash Basis Profit shown on **Schedule A**.

(b) Maximum Loan Turn. Borrower's Loan Turn shall at no time exceed the amount shown on **Schedule A**.

10.2 Prohibited Distributions and Payments, Etc. Borrower shall not, directly or indirectly, declare or make any Prohibited Distribution or Prohibited Payment.

10.3 Indebtedness. Except as disclosed on Schedule 5.1, Borrower shall not, directly or indirectly, create, assume, or otherwise become or remain obligated in respect of, or permit or suffer to exist or to be created, assumed, or incurred or to be outstanding, any Indebtedness (including without limitation Cash Advance Loans), except for Permitted Indebtedness.

10.4 Liens. Borrower shall not, directly or indirectly, create, assume, or permit or suffer to exist or to be created or assumed any Lien on any of the property or assets of Borrower, real, personal or mixed, tangible or intangible, except for Permitted Liens or the liens identified on Schedule 5.1.

10.5 Loans. Borrower shall not make any loans or advances to or for the benefit of any officer, director, manager, shareholder, member, or partner of Borrower except advances for routine expense allowances in the ordinary course of business. Borrower shall not make or suffer to exist any loans or advances to or for the benefit of any Affiliate of Borrower. Borrower shall not make any payment on any obligation owing to any officer, director, manager, shareholder, member, partner, or Affiliate of Borrower, except payments of salary and payments to the holder of any Subordinated Indebtedness, if any, in accordance with the terms of the subordination agreement among such subordinated creditor, Borrower, and Lender.

10.6 Merger, Consolidation, Sale of Assets, Acquisitions. Except as authorized by the Bankruptcy Court in a Final Order, Borrower shall not, directly or indirectly, merge or consolidate with any other Person or sell, lease, or transfer or otherwise dispose of any assets to any Person (other than sales of inventory in the ordinary course of business) or acquire all or substantially all of the assets of any Person or the assets constituting the business or a division or operating unit of any Person.

10.7 Transactions with Affiliates. Borrower shall not, directly or indirectly, effect any transaction with any Affiliate on a basis less favorable to Borrower than would be the case if such transaction had been effected with a Person not an Affiliate, *provided* that Borrower shall not enter into any lease with any Affiliate.

10.8 Deposit Accounts. Borrower shall not establish any Deposit Account other than those described on Schedule 5.1.

10.9 Guaranties. Borrower shall not, directly or indirectly, become or remain liable with respect to any guaranty of any obligation of any other Person.

10.10 Benefit Plans. Borrower shall not, directly or indirectly, permit, or take any action which would cause, the Unfunded Vested Liabilities under all Benefit Plans of Borrower to exceed \$0.

10.11 Sales and Leasebacks. Borrower shall not, directly or indirectly, enter into any arrangement with any Person providing for the leasing from such Person of real or personal property which has been or is to be sold or transferred, directly or indirectly, by Borrower to such Person.

10.12 Executive Compensation. Borrower shall not make any payment of management, consulting or other fees or similar services, or any other payment to any officer, employee, shareholder, director or Affiliate of Borrower except reasonable compensation for services in the ordinary course of Borrower's business. Without limiting the generality of the foregoing, Borrower shall not pay or commit to pay total compensation to any member of Borrower's senior managers in an amount in any fiscal year in excess of 110% of the aggregate cash compensation paid in the prior fiscal year. Notwithstanding the foregoing, any compensation arrangement expressly permitted by the Bankruptcy Court is authorized hereunder.

10.13 Amendments. Borrower shall not amend or modify, or permit any amendment or modification to, whether orally, in writing, or otherwise, any agreement evidencing or relating to Subordinated Indebtedness.

10.14 USA Patriot Act. Borrower shall not (a) be or become subject at any time to any law, regulation, or list of any government agency (including, without limitation, the U.S. Office of Foreign Asset Control list) that prohibits or limits Lender from making any advance or extension of credit to Borrower or from otherwise conducting business with Borrower, or (b) fail to provide documentary and other evidence of Borrower's or its corporate officers' identities as may be requested by Lender at any time to enable Lender to verify Borrower's identity or to comply with any applicable law or regulation, including, without limitation, Section 326 of the USA Patriot Act of 2001, 31 U.S.C. §5318.

10.15 Additional Negative Covenants. _____

Section 11. DEFAULT

11.1 Events of Default. Each of the following events shall constitute an Event of Default:

- (a) Borrower fails to pay any of the Obligations when due and payable;
- (b) Borrower fails to continuously observe, meet, or perform any material term, covenant obligation, or duty contained in this Agreement or any of the Loan Documents, and such failure continues for five (5) days after the earlier of: (i) notice of such failure by Lender, or (ii) Borrower becoming aware of such failure;
- (c) Any Obligor fails to timely perform properly any material covenant in this Agreement or in any of the other Loan Documents, and such failure continues for five (5) days after the earlier of: (i) notice of such failure by Lender, or (ii) Borrower becoming aware of such failure;
- (d) Any Deposit Account Control Agreement or Lockbox Agreement is breached or terminated;
- (e) There is an occurrence of any material default or material event of default under any of the other Loan Documents, and such default continues for five (5) days after the earlier of: (i) notice of such default by Lender, or (ii) Borrower becoming aware of such default;
- (f) Borrower materially defaults under any other agreement with Lender, and such default continues for five (5) days after the earlier of: (i) notice of such default by Lender, or (ii) Borrower becoming aware of such default;
- (g) Any representation or warranty contained herein or in any of the other Loan Documents is false or misleading in any material respect when made or deemed made;

(h) Borrower fails to comply with the DIP Financing Order in any material respect, and such failure continues for five (5) days after the earlier of: (i) notice of such failure by Lender or the Bankruptcy Court, or (ii) Borrower becoming aware of such failure;

(i) the Bankruptcy Case is converted to a case under Chapter 7 or is dismissed or a Chapter 11 trustee is appointed in the Bankruptcy Case;

(j) The amount of Borrower's combined actual expenditures exceed the approved combined expenditures set forth in the Interim Budget (on a cumulative basis for the current and all prior weeks), by more than 10%;

(k) Lender shall cease to have a valid, perfected, and first priority Lien on any of the Collateral, except (i) with respect to Borrower's inventory and certain equipment as specifically set forth in Schedule 5.1 as Permitted Liens, in which Lender will not have first priority; and (ii) as otherwise expressly permitted herein or consented to in writing by Lender;

(l) There shall be any Material Adverse Change;

(m) There shall be any Change of Control;

(n) a state or federal regulatory agency shall have revoked any license, permit, certificate or Medicaid or Medicare qualification pertaining to Borrower or any of Borrower's facilities, the revocation of which could reasonably be expected to have a Material Adverse Change; or

(o) There is any default under the Validity and Support Agreement.

11.2 Remedies.

(a) Acceleration and Termination of Facilities. Upon the occurrence of an Event of Default, Lender may, in its sole and absolute discretion, declare: (i) the principal of and the accrued interest on the Loans at the time outstanding and all other amounts owed to Lender under this Agreement or any of the Loan Documents and all other Obligations, to become due and payable without presentment, demand, protest, notice of protest and non-payment, notice of default, notice of acceleration or intention to accelerate, or other notice of any kind, all of which are expressly waived, anything in this Agreement or any of the Loan Documents to the contrary notwithstanding, and (ii) that the commitment of Lender to make Loans hereunder is immediately terminated.

(b) Other Remedies. Without limiting the terms of Section 11.2(a) above, if any Event of Default shall have occurred and be continuing, Lender, in its sole and absolute discretion, may:

(i) declare the principal of and accrued interest on the Loans at the time outstanding, and all other amounts owed to Lender under this Agreement or any of the Loan Documents and all other Obligations, to be forthwith due and payable, whereupon the same shall immediately become due and payable without presentment, demand, protest, notice of protest and non-payment, notice of default, notice of acceleration or intention to accelerate, or other notice of any kind, all of which are expressly waived, anything in this Agreement or the Loan Documents to the contrary notwithstanding;

(ii) terminate any commitment of Lender to make Loans hereunder;

(iii) enter upon any premises where Collateral is located and take possession of the Collateral;

(iv) collect any Accounts from any Account Debtor;

(v) require Borrower to assemble the Collateral and make it immediately available to Lender. Without limiting the generality of the foregoing with respect to that portion of

the Collateral that is comprised of Patient Lists, Borrower shall make immediately available all Patient Lists to Lender;

(vi) sell all or any part of the Collateral at either a public or private sale or both, by way of one or more contracts or transactions, for cash or on terms, in such manner and at such places (including Borrower's premises) as Lender determines is commercially reasonable;

(vii) collect, foreclose, receive, appropriate, set off, and realize upon any and all Collateral;

(viii) without notice to Borrower (such notice being expressly waived), and without constituting an acceptance of any Collateral in satisfaction of an obligation (within the meaning of the UCC or any successor statute or law of similar effect), set off and apply to the Obligations any and all balances and deposits of Borrower held by Lender (including any amounts received in the Lockboxes), or indebtedness at any time owing to or for the credit or the account of Borrower held by Lender;

(ix) obtain the appointment of a trustee, or similar official over Borrower to manage all of Borrower's affairs and to effect all transactions contemplated by this Agreement, realize upon the Collateral, or as is otherwise necessary to perform or enforce this Agreement;

(x) declare a default on any other contract or agreement between Borrower and Lender; and

(xi) exercise any or all rights and remedies available under the Loan Documents, at law and/or in equity including, without limitation, the rights and remedies of a secured party under the UCC (whether or not the UCC is applicable). Borrower agrees that, to the extent notice of sale shall be required by law, at least ten (10) days' notice to Borrower of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notice, but notice given in any other reasonable manner or at any other reasonable time shall also constitute reasonable notice.

11.3 Application of Proceeds. All proceeds from each sale of, or other realization upon, all or any part of the Collateral following an Event of Default shall be applied to the payment of the Obligations (with Borrower remaining liable for any deficiency) in a manner consistent with Section 3.7.

11.4 Power of Attorney. To the extent permitted under the Bankruptcy Code, Borrower hereby irrevocably designates, makes, constitutes, and appoints Lender (and all Persons designated by Lender from time to time) as Borrower's true and lawful attorney and agent in fact to act in the name of Borrower to effectuate any term in this Agreement after the occurrence and during the continuation of any Event of Default. Without limiting the generality of the foregoing, Borrower's power of attorney to Lender authorizes Lender to:

(a) demand payment of the Accounts, enforce payment thereof by legal proceedings or otherwise, settle, adjust, compromise, extend, or renew any or all of the Accounts or any legal proceedings brought to collect the Accounts, discharge and release the Accounts or any of them, and exercise all of Borrower's rights and remedies with respect to the collection of Accounts;

(b) prepare, file, and sign the name of Borrower on any proof of claim in bankruptcy or any similar document against any Account Debtor or any notice of Lien, assignment, or satisfaction of Lien or similar document in connection with any of the Collateral;

(c) use the stationery of Borrower, open Borrower's mail, notify the post office authorities to change the address for delivery of Borrower's mail to an address designated by Lender, and sign the name of Borrower to verifications of the Accounts and on any notice to the Account Debtors; and

(d) use the information recorded on or contained in any data processing equipment and computer hardware and software relating to the Accounts, inventory, or other Collateral.

11.5 Additional Provisions Concerning Rights and Remedies.

(a) Time Essence. Time is of the essence of all of Borrower's obligations under this Agreement.

(b) Rights Cumulative. The rights and remedies of Lender under the Loan Documents shall be cumulative and not exclusive of any rights or remedies which it would otherwise have. In exercising such rights and remedies, Lender may be selective and no failure or delay by Lender in exercising any right shall operate as a waiver of such right nor shall any single or partial exercise of any power or right preclude its other or further exercise or the exercise of any other power or right.

(c) Waiver of Marshaling. Borrower hereby waives any right to require any marshaling of assets and any similar right.

11.6 Trademark License. All trademarks, patents, copyrights, service marks and licenses owned by Borrower, and all trademarks, patents, copyrights, service marks, and software licensed by Borrower, are listed on Schedule 5.1. Borrower hereby grants to Lender the nonexclusive right and license to use all of Borrower's trademarks, patents, copyrights, service marks, and licenses and any other trademarks, patents, copyrights, service marks, and licenses now or hereafter used by Borrower to realize on the Collateral and to permit any purchaser of any portion of the Collateral through a foreclosure sale or any other exercise of Lender's rights and remedies under the Loan Documents to use, sell, or otherwise dispose of the Collateral bearing any such trademarks, patents, copyrights, service marks, and licenses. Such right and license is granted free of charge, without the requirement that any monetary payment whatsoever be made to Borrower or any other Person by Lender.

Section 12. MISCELLANEOUS

12.1 Notices.

(a) Method of Communication. All notices and the communications hereunder and thereunder shall be in writing. Notices in writing shall be delivered personally or sent by overnight courier service, first class mail, postage pre-paid, e-mail, or by facsimile transmission, and shall be deemed received, in the case of personal delivery, when delivered, in the case of overnight courier service, on the next business day after delivery to such service, in the case of mailing, on the third day after mailing (or, if such day is a day on which deliveries of mail are not made, on the next succeeding day on which deliveries of mail are made) and, in the case of e-mail or facsimile transmission, upon transmittal.

(b) Addresses for Notices. Notices to any party shall be sent to it at the following addresses, or any other address of which all the other parties are notified in writing.

If to Borrower: See Schedule 5.1 for Borrower's address and contact information.

If to Lender: TBK Bank, SSB
10300 SW Greenburg Rd., Ste. 465
Portland, OR 97223

Attention: Jennifer Sheasgreen or Jonathan Kott
Facsimile No.: 503-764-9760
jsheasgreen@triumphhf.com
jkott@triumphhf.com

12.2 Press Releases. Lender may make press releases or other public disclosure concerning this Agreement, including without limitation the execution of this Agreement, and a description of the amount of credit facilities made available to Borrower, with Borrower's prior consent which shall not be unreasonably withheld or delayed. Borrower authorizes Lender to use any of Borrower's trademarks, trade names or logos in such press releases or other public disclosure.

12.3 Setoff. In addition to any rights now or hereafter granted under applicable law, and not by way of limitation of any such rights, upon and after the occurrence of any Event of Default, Lender and any participant with Lender in the Loans are hereby authorized, but only to the extent permitted by Requirements of Law (including without limitation, any Health Care Law governing prohibiting setoff of certain governmental healthcare receivables), at any time or from time to time, without notice to Borrower or to any other Person, any such notice being hereby expressly waived, to setoff and to appropriate and to apply any and all deposits (general or special, time or demand, including, but not limited to, indebtedness evidenced by certificates of deposit, whether matured or unmatured), but exclusive of any governmental healthcare receivables that are not subject to setoff under Requirements of Law, and any other indebtedness at any time held or owing by Lender or any participant to or for the credit or the account of Borrower against and on account of the Obligations, irrespective of whether or not (a) Lender shall have made any demand under this Agreement or any of the Loan Documents, or (b) Lender shall have declared any or all of the Obligations to be due and payable as permitted by Section 11.2 and although such Obligations shall be contingent or unmatured.

12.4 Venue; Service of Process. **BORROWER HEREBY IRREVOCABLY CONSENTS TO THE EXCLUSIVE JURISDICTION OF THE UNITED STATES BANKRUPTCY COURT FOR THE NORTHERN DISTRICT OF TEXAS (the "Bankruptcy Court"), and agrees and consents that service of process may be made upon it in any legal proceeding relating to this Agreement, any borrowing hereunder, or any other relationship between Lender and Borrower by any means allowed under state or federal law. Any legal proceeding arising out of or in any way related to this Agreement, any borrowing hereunder, or any other relationship between Lender and Borrower may be brought and litigated in the Bankruptcy Court. Borrower and Lender waive and agree not to assert, by way of motion, as a defense or otherwise, that any such proceeding is brought in an inconvenient forum or that the venue thereof is improper. Nothing herein shall limit the right of the Lender to bring proceedings against Borrower in the courts of any other jurisdiction in the event that the Bankruptcy Case has been resolved. Any judicial proceeding by Borrower against the Lender involving, directly or indirectly, any matter in any way arising out of, related to, or in connection with this Agreement shall be brought only in the Bankruptcy Court.** Borrower expressly waives personal service of the summons and complaint or other process or papers issued therein and agrees that service of such summons and complaint or other process or papers may be made by registered or certified mail addressed to Borrower at the address referenced in Section 12.1, which service shall be deemed to have been made on the date that receipt is deemed to have occurred for registered or certified mail as provided in Section 12.1.

12.5 Assignment; Participation. All the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Borrower may not assign or transfer any of its rights or obligations under this Agreement. Lender may assign to one or more Persons, or sell participations to one or more Persons in, all or a portion of its rights and obligations hereunder and under this Agreement and any promissory notes issued pursuant hereto and, in connection with any such assignment or sale of a participation, may assign its rights and obligations under the Loan Documents. Borrower agrees that Lender may provide any information that Lender may have about Borrower or about any matter relating to this Agreement to any of its Affiliates or their successors, or to any one or more purchasers or potential purchasers of any of its rights under this Agreement or any one or more participants or potential participants.

12.6 Amendments. Any term, covenant, agreement, or condition of this Agreement or any of the other Loan Documents may be amended or waived, and any departure therefrom may be consented to if, but only if, such amendment, waiver, or consent is in writing signed by Lender and, in the case of an amendment, by Borrower. Unless otherwise specified in such waiver or consent, a waiver or consent given hereunder shall be effective only in the specific instance and for the specific purpose for which given.

12.7 Further Cooperation. Borrower shall further cooperate with Lender's requests for additional documents Lender reasonably deems necessary or desirable to effectuate the Loans, the security interest in the Collateral, or any other term of this Agreement.

12.8 Expenses and Fees Earned when Paid. Expenses and Fees paid by Borrower shall be earned by Lender when paid or charged to the Loans.

12.9 Performance of Borrower's Duties. If Borrower shall fail to do any act or thing which it has covenanted to do under this Agreement or any of the Loan Documents, Lender may (but shall not be obligated to) do the same or cause it to be done either in the name of Lender or in the name and on behalf of Borrower, and Borrower hereby irrevocably authorizes Lender so to act.

12.10 Indemnification. Borrower shall reimburse Lender and its Affiliates and their officers, employees, directors, shareholders, agents, and legal counsel (collectively, the "Indemnified Parties" and individually, an "Indemnified Party") for all reasonable costs and expenses, including legal fees and expenses, incurred and shall indemnify and hold the Indemnified Parties harmless from and against all losses suffered by any Indemnified Party, other than losses resulting from an Indemnified Party's gross negligence or willful misconduct, in connection with (a) the exercise by Lender or any of its Affiliates of any right or remedy granted to it under this Agreement or any of the Loan Documents or at law, (b) any claim, and the prosecution or defense thereof, arising out of or in any way connected with this Agreement or any of the Loan Documents, except in the case of a dispute between Borrower and Lender in which Borrower prevails in a final unappealed or unappealable judgment, and (c) the collection or enforcement of the Obligations or any of them. **BORROWER AND LENDER EXPRESSLY INTEND THAT THE FOREGOING INDEMNITY SHALL COVER, AND THAT BORROWER SHALL INDEMNIFY AND HOLD THE INDEMNIFIED PARTIES HARMLESS FROM AND AGAINST, COSTS, EXPENSES, AND LOSSES SUFFERED AS A RESULT OF THE NEGLIGENCE OF ANY INDEMNIFIED PARTY.**

12.11 All Powers Coupled with Interest. All powers of attorney and other authorizations granted to Lender and any Persons designated by Lender pursuant to any provisions of this Agreement or any of the Loan Documents shall be deemed coupled with an interest and shall be irrevocable so long as any of the Obligations remain unpaid or unsatisfied or Lender has any obligations to make Advances hereunder.

12.12 Severability of Provisions; Requirements of Law. The parties intend for this Agreement and all of the Loan Documents to comply with all Requirements of Law. However, in the event any provision of this Agreement or any other Loan Document is prohibited or unenforceable in any jurisdiction, such provision shall as to such jurisdiction be ineffective only to the extent of such prohibition or unenforceability without invalidating the remainder of such provision or the remaining provisions hereof or thereof or affecting the validity or enforceability of such provision in any other jurisdiction. The parties will thereafter remedy or revise such prohibited or unenforceable provision to the extent required to make the affected Loan Document compliant with the Requirements of Law and effectuate the parties' rights and obligations under this Agreement.

12.13 Governing Law. This Agreement and the promissory notes issued pursuant hereto shall be construed in accordance with and governed by the laws of the State of Oregon other than its conflict of laws principles.

12.14 Jury Waiver. **BORROWER AND LENDER HEREBY VOLUNTARILY, KNOWINGLY, IRREVOCABLY, AND UNCONDITIONALLY WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE (WHETHER BASED UPON CONTRACT, TORT, OR OTHERWISE) BETWEEN OR AMONG BORROWER AND LENDER AND LENDER'S AFFILIATES ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, ANY OTHER LOAN DOCUMENT, OR ANY RELATIONSHIP BETWEEN LENDER AND BORROWER OR BETWEEN BORROWER AND ANY AFFILIATE OF LENDER. THIS PROVISION IS A MATERIAL INDUCEMENT TO LENDER TO PROVIDE THE FINANCING DESCRIBED HEREIN OR IN THE OTHER LOAN DOCUMENTS.**

12.15 Attorney Fees and Costs. The prevailing party in any litigation arising under or related to this Agreement shall be entitled to recover from the non-prevailing party all of the prevailing party's reasonable attorney fees incurred in connection with such litigation, together with all costs, deposition costs, court fees and other costs and expenses of such litigation.

12.16 Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and shall be binding upon all parties, their successors and assigns, and all of which taken together shall constitute one and the same agreement. A facsimile or digital copy of any signed Loan Document, including this Agreement, shall be deemed to be an original thereof.

12.17 Patriot Act Notice. IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT. To help the government fight the funding of terrorism and money-laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person or entity that opens an account, including any deposit account, treasury management account, loan, other extension of credit, or other financial services product. What this means for Borrower: When Borrower opens an account, if Borrower is an individual, Lender will ask for Borrower's name, residential address, date of birth, and other information that will allow Lender to identify Borrower, and if Borrower is not an individual, Lender will ask for Borrower's name, employer identification number, business address, and other information that will allow Lender to identify Borrower. Lender may also ask, if Borrower is an individual, to see Borrower's driver's license or other identifying documents, and if Borrower is not an individual, to see Borrower's legal organizational documents or other identifying documents.

12.18 Statutory Disclaimer. UNDER OREGON LAW, MOST AGREEMENTS, PROMISES, AND COMMITMENTS MADE BY A LENDER AFTER OCTOBER 3, 1989, CONCERNING LOANS AND OTHER CREDIT EXTENSIONS WHICH ARE NOT FOR PERSONAL, FAMILY, OR HOUSEHOLD PURPOSES OR SECURED SOLELY BY THE BORROWER'S RESIDENCE, MUST BE IN WRITING, EXPRESS CONSIDERATION, AND BE SIGNED BY THE LENDER TO BE ENFORCEABLE.

[Signature Page to Follow]

THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

Forest Park Medical Center at Fort Worth, LLC

By: _____
Name: _____
Title: _____

TBK Bank, SSB

By: _____
Name: Jennifer Sheasgreen
Title: Senior Vice President

EXHIBITS AND SCHEDULES

- | | |
|--------------|---|
| EXHIBIT A | FORM OF BORROWING BASE CERTIFICATE |
| EXHIBIT B | FORM OF COVENANT AND COMPLIANCE CERTIFICATE |
| EXHIBIT C | FORM OF ADVANCE REQUEST |
| EXHIBIT D | FORM OF NOTICE TO OBLIGORS |
| SCHEDULE A | Supplemental Terms and Conditions |
| SCHEDULE 4.1 | Required Payoffs and Judgments and Liens |
| SCHEDULE 5.1 | Borrower Information, Liens, Indebtedness for Money Borrowed, Guaranties, Litigation, ERISA Benefit Plans |

Exhibit A
Borrowing Base Certificate



BORROWING BASE CERTIFICATE

Date: _____
BBC #: _____

Forest Park Medical Center Ft Worth

	<u>Total</u>	<u>Managed Care</u>	<u>Commercial</u>	<u>Workers Comp</u>	<u>Other</u>	<u>Other</u>	<u>Self Pay</u>
1 Beginning Collateral	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2 Plus: Revenue since last aging date	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3 Plus or Minus: Adjustments	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4 Less: Collections since last aging date	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5 Less: Unposted cash at aging date (enter as +)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6 Total Collateral per this report	0.00	0.00	0.00	0.00	0.00	0.00	0.00
7 Ineligible Collateral							
8 a. Over Cutoff Period	0.00	0.00	0.00	0.00	0.00	0.00	0.00
9 b. NCV Ineligible	0.00	0.00	0.00	0.00	0.00	0.00	0.00

As of:

10	c. Payor Class	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
11	d. Credits Over Cut-off	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
12	e. Other	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
13	Total Ineligibles	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
14	Total Eligible Collateral per this report	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
15	Advance Rate	85%							
16	Borrowing Base	0.00							
17	Maximum Facility Limit	7,000,000.00							
18	Availability	0.00							
19	Reserves	0.00							
20	TOTAL Borrowing Base	0.00							
21	Beginning Loan Balance	0.00							
22	Plus: Advances Month-to-Date	0.00							
23	Plus: Current Advance Requested	0.00							
24	Less: Collections Month-to-Date	0.00							
25	Plus: Interest and Adjustments Month-to-Date	0.00							
26	Ending Loan Balance	0.00							
27	Ending Availability	0.00							

The undersigned hereby certifies to Triumph Healthcare Finance ("THF") that:

1-I am authorized to certify such facts and make and deliver this Borrowing Base Certificate for and on behalf of Forest Park Medical Center at Fort Worth LLC, collectively referred to as "Borrower" pursuant to that certain Loan and Security Agreement, dated as of Date T/B/D (as the same may be, amended, restated, supplemented, or otherwise modified from time to time, the "Loan Agreement") between Borrower and THF.

2-All representations and warranties made by Borrower in the Loan Documents are true and correct on and as of the date hereof as if such representations and warranties had been made as of the date hereof.

3-No Default or Event of Default has occurred and is continuing.

4-Borrower has performed and complied with all agreements and conditions required in the Loan Documents to be performed or complied with by it on or prior to the funding of the advance requested hereby.

5-There have been no modifications in the form of reimbursement rates, offsets, or other contractual arrangements that would adversely affect the valuation or collectibility of the Receivables. All Receivables listed in the Borrowing Base Certificate are properly classified as Eligible and Ineligible.

6-The Borrower has directed all Obligor to deliver all Receivable payments to the proper account (including any Lockbox Account) as specified in the Loan Agreement. All Receivables reflected in the Borrower's most recently submitted Accounts Receivable Aging Report are the subject of properly and validly billed invoices for services provided and goods sold by the applicable Borrower in the ordinary course of business. All Collections have been applied to the proper invoices resulting in accurate aging totals for each aging bucket. There are no known duplicate or fictitious claims or invoices included in the Receivables. The Borrower has not diverted or permitted to be diverted any such payments on Receivables and no Collections have been received that have not been applied to reduce the Receivables.

7-The Borrower has paid all State and Federal payroll withholding taxes immediately due and payable through the most recent payroll period.

8-After THF makes the advance requested hereby, the aggregate amount of the Loan will not exceed the lesser of (i) the Borrowing Base and (ii) the Revolving Credit Limit.

9-All information contained in this Borrowing Base Certificate is true, correct, and complete.

Signature:

Name / Title:

Company Name:

Chief Financial Officer

Forest Park Medical Center Fort Worth

Signature:

Name / Title:

Company Name:

Chief Restructuring Officer
Forest Park Medical Center Fort Worth

Exhibit B Covenant and Compliance Certificate

Forest Park Medical Center Ft. Worth
Preparation date: (date)
As of date: (date)

This Covenant and Compliance Certificate ("Certificate") is delivered by Forest Park Medical Center at Fort Worth LLC (the "Borrower") listed on the Loan and Security Agreement as may be amended, restated, supplemented, or otherwise modified from time to time ("Agreement"). Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Agreement. Any attached sheets reflecting additional items or subsequent information will be incorporated herein by reference thereto. The undersigned Authorized Officer certifies:

- The submitted financial statements, reports, and information submitted are complete, accurate and true and are otherwise in accordance with the Agreement. The financial statements have been prepared consistently with past practice and are not subject to any material changes or adjustments of the date hereof and there are no material changes therein through the date of this Certificate. There have been no modifications in the form of reimbursement rates, offset or other contractual arrangements that would adversely impact the valuation of the accounts receivable.
- The persons identified in the most recent Incumbency Certificate or Authorization Letter delivered by the Borrower to Lender have not changed.
- The trade names or other names including addresses under which the Borrower conducts business, disclosed in the Agreement, or in the most recently delivered Certificate, have not changed.
- The Deposit Accounts disclosed in the Agreement or in the most recently delivered Certificate have not changed.
- As of the date of this Certificate and since the date of the last Certificate, the Borrower has (a) not incurred, assumed, endorsed or otherwise become responsible for obligations that would be in violation of the Agreement; b) has not made any Restricted Payments, except for those Restricted Payments expressly permitted as defined in the Agreement; c) not incurred, assumed, endorsed or otherwise become responsible for obligations that would be in violation of the Agreement; d) not incurred, assumed, endorsed or otherwise become responsible for obligations that would be in violation of the Agreement; e) not incurred, assumed, endorsed or otherwise become responsible for obligations that would be in violation of the Agreement; f) not incurred, assumed, endorsed or otherwise become responsible for obligations that would be in violation of the Agreement; g) not incurred, assumed, endorsed or otherwise become responsible for obligations that would be in violation of the Agreement; h) not incurred, assumed, endorsed or otherwise become responsible for obligations that would be in violation of the Agreement; i) not incurred, assumed, endorsed or otherwise become responsible for obligations that would be in violation of the Agreement; j) not incurred, assumed, endorsed or otherwise become responsible for obligations that would be in violation of the Agreement.
- The Borrower is current on all State and Federal payroll withholding taxes immediately due and payable as of the most recent payroll or reporting period.
- All representations and warranties made by the Borrower in the Agreement or any Loan document delivered on or before the date hereof are true and correct and in all material respects on and as of the date hereof as if such representations and warranties had been made as of the date hereof. No Default or Event of Default is known to exist on the date hereof unless indicated below.

Covenant Calculations

Loan and Security Agreement Covenants:

1) Minimum Cash Basis Profit: Borrower must generate \$1,000 in net cash basis profit for each trailing 3 month period. Cash basis profit is defined as accounts receivable collections, less cash basis operating expenses, less THF Interest and fees.

Covenant requirement: \$1,000 total for a trailing 3 month period

Measurement periods: 4/30/16 and thereafter

Quarter End	4/30/2016	5/31/2016	6/30/2016	7/31/2016	8/31/2016	9/30/2016	10/31/2016	11/30/2016	12/31/2016	1/31/2017
Accounts receivable collections	-	-	-	-	-	-	-	-	-	-
Cash basis operating expenses (enter as +)	-	-	-	-	-	-	-	-	-	-
Similar lender interest and fees	-	-	-	-	-	-	-	-	-	-
Cash basis profit	-	-	-	-	-	-	-	-	-	-
Covenant Actual (A/B):	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00
Minimum Requirement (C/D):	No.	No.	No.	No.	No.	No.	No.	No.	No.	No.

If covenant was not met, describe action plan:

2) Borrower shall maintain a maximum loan turn days calculation of 45, measured monthly, for each trailing 3 month period. Loan turn days are calculated as the daily average THF loan balance for a 3 month period, divided by the average daily accounts receivable collections for that same 3 month period.

Covenant requirement: 45

Measurement periods: 4/30/16 and thereafter

Quarter	4/30/2016	5/31/2016	6/30/2016	7/31/2016	8/31/2016	9/30/2016	10/31/2016	11/30/2016	12/31/2016	1/31/2017
Average THF Loan Balance	-	-	-	-	-	-	-	-	-	-
Average Daily Collections	-	-	-	-	-	-	-	-	-	-
Loan Turn	-	-	-	-	-	-	-	-	-	-
Covenant Actual (A/B):	45	45	45	45	45	45	45	45	45	45
Maximum Limit	45	45	45	45	45	45	45	45	45	45
Covenant Met (Yes or No)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes

If covenant was not met, describe action plan:

3) Certification: I certify that these calculations are accurate.

Name: _____
Title: _____
Date: _____

**Exhibit C
Form of Advance Request**

Advance Request

Date of request:	
Borrower:	
Advance requested for:	
Amount:	

The undersigned hereby certifies to TBK Bank, SSB ("TBK Bank") that:

I am the duly elected, qualified and acting Chief Financial Officer of the Company. All representations and warranties made by Borrower in the Loan Documents are true and correct on and as of the date hereof as if such representations and warranties had been made as of the date hereof. No Default or Event of Default has occurred and is continuing. Borrower has performed and complied with all agreements and conditions required in the Loan Documents to be performed or complied with by it on or prior to the funding of the advance requested hereby. After TBK Bank makes the advance requested hereby, the aggregate amount of the Loan will not exceed the lesser of (i) the Borrowing Base and (ii) the Facility Limit. Capitalized terms used but not defined herein shall have the meanings assigned to them in the Loan Documents.

Signature

Name

Title

I am the duly appointed, qualified and acting Chief Restructuring Officer of the Company. All representations and warranties made by Borrower in the Loan Documents are true and correct on and as of the date hereof as if such representations and warranties had been made as of the date hereof. No Default or Event of Default has occurred and is continuing. Borrower has performed and complied with all agreements and conditions required in the Loan Documents to be performed or complied with by it on or prior to the funding of the advance requested hereby. After TBK Bank makes the advance requested hereby, the aggregate amount of the Loan will not exceed the lesser of (i) the Borrowing Base and (ii) the Facility Limit. Capitalized terms used but not defined herein shall have the meanings assigned to them in the Loan Documents.

Signature

Name

Title

Exhibit D

**NOTICE TO OBLIGORS
(NON-GOVERNMENTAL)**

Re: _____ ("**Borrower**")

To Whom It May Concern:

The purpose of this letter is to notify you that Borrower has entered into a financing arrangement with TBK Bank, SSB that requires the remittance of all payments on outstanding accounts receivable in accordance with the following directions:

(1) All wire transfers directly to the following account:

Account Number: _____
ABA / Routing Number: _____
Confirm Phone Number: _____
Reference: _____ (**Borrower**)

(2) All checks, remittance advices and other forms of payment to the following address:

Borrower
c/o Collection Bank

Account Number: _____
Reference: _____ (**Borrower**)

This direction may not be changed, modified, or rescinded other than by written instrument executed by TBK Bank, SSB.

This notice may contain both printed and typed information. Inquiries regarding this notice may be directed to the undersigned at: _____ (**Borrower**);
Telephone No: _____.

By: _____
Name: _____
Title: _____

Schedule A
Supplemental Terms and Conditions

Facility Limit:	\$4,000,000
Interest Rate:	Base Rate <i>plus</i> Margin
Base Rate:	The greater of: (a) LIBOR Rate, or (b) the Floor Rate.
Floor Rate:	2.00% per annum
Margin:	6.50% per annum
Default Rate:	4.00% per annum above the Interest Rate.
Advance Rate for Eligible Accounts*:	
Billed:	Eighty-five percent (85%).
Cut-Off Date:	Billed: 150 days.
NCV (by Account Debtor type)*:	
Managed Care	
0-30 Days	86%
31-60 Days	86%
61-90 Days	86%
91-120 Days	86%
121-150 Days	43%
Commercial	
0-30 Days	54%
31-60 Days	21%
61-90 Days	24%
91-120 Days	30%
121-150 Days	15%
Workers Comp	
0-30 Days	20%
31-60 Days	20%
61-90 Days	20%
91-120 Days	20%
121-150 Days	10%
Reserve (initial amount)*:	\$0
Origination Fee:	\$60,000 (1.5% of the Facility Limit) due upon

	execution of this Agreement.
Termination Date:	Earlier of: (a) termination or expiration of the DIP Financing Order, unless pursuant to a confirmed plan of reorganization in the Bankruptcy Case that is in all respects satisfactory to Lender in its sole discretion, (b) closing of a sale of all or substantially all the assets of the Borrower in the Bankruptcy Case, (c) confirmation of a Chapter 11 Plan in the Bankruptcy Case, or (d) one (1) year from the Closing Date.

* Subject to change from time to time in accordance with Section 3.6.

Schedule A (continued)
Supplemental Terms and Conditions

Minimum Cash Basis Profit:	Borrower's Cash Basis Profit shall be at least \$1,000, measured monthly on a trailing three months basis beginning with the month ending April 30, 2016.
Maximum Loan Turn:	Forty-five (45) days, measured monthly as to the Loan Turn Measurement Period.
Success Fee:	0.5% of the Facility Limit.
Unused Line Fee:	0.50% per annum payable monthly in arrears on the first day of each month, calculated on the difference between the average daily balance and the total Facility Limit.
Collateral Monitoring Fee:	\$1,500 per month, payable monthly in arrears on the first day of each month.
Collection Clearance Days:	5 business days clearance on all items deposited into all Lockbox Accounts.
Over Advance Fee:	TBD at time of request.
Irregular Advance Request Fee:	1% of the amount of Borrower's Advance Request not submitted in conformance with the requirements of this Agreement.
Late Financial Statement Fee:	\$100.00 per day
Closing and legal fees:	All closing and legal fees incurred by Lender in connection with the Loan and the Agreement
Mailing Charges:	All costs and expenses of Lender.
Account Fees:	All treasury, lockbox, administrative, and other fees associated with the establishment and maintenance of bank accounts with TBK Bank, SSB as required by this Agreement.
Wire Transfer Fees:	\$40.00 per wire.
Waiver Fee:	TBD at time of request.
Termination Reserve:	\$10,000

Schedule 4.1
Required Payoffs and Judgments and Liens

Schedule 5.1

Borrower Information, Liens, Indebtedness for Money Borrowed and Guaranties, Litigation, ERISA Benefit Plans

TO BE COMPLETED BY BORROWER

Borrower's legal name:	
Type of organization (e.g., corporation, partnership, limited liability company):	
Trade names, fictitious names, assumed names, "doing business as" names, and other legal names used by Borrower in preceding six (6) years:	
Borrower's state of incorporation or formation:	
Borrower's taxpayer identification number:	
Jurisdictions in which Borrower is qualified to do business as a foreign entity:	
Borrower's federal employer identification number:	
Borrower's subsidiaries and affiliates:	
Number and <u>owners</u> of Borrower's shares of capital stock or membership interests:	
Liens against Borrower or any of Borrower's assets:	
Borrower's Fiscal Year-End:	
Borrower addresses for notices:	
Address of principal place of business or chief executive office of Borrower:	
Location of Borrower's receivable files, Patient Lists, and books and records:	
List names, addresses, and states of incorporation or formation of all Subsidiaries:	
Names and titles of Authorized Representative:	
Addresses of all operating facilities of Borrower:	
Names and addresses of all landlords for any office, facility, or building leased by Borrower:	
Addresses of all locations of Collateral (if different or additional to above addresses):	
List of all of Borrower's Intellectual Property (include all trademarks, patents, copyrights, service marks, and licenses):	
List all of Borrower's Deposit Accounts (bank, account number, account name, authorized signers):	1. Borrower: Bank: Branch: Account Type: Account No.: Authorized Signers: 2. Borrower: Bank:

	Branch: Account Type: Account No.: Authorized Signers: 3. Borrower: Branch: Account Type: Account No.: Authorized Signers: 4. Borrower: Bank: Branch: Account Type: Account No.: Authorized Signers:								
Lockbox Account information:									
Capitalization:	<table border="1"> <tr> <td data-bbox="808 730 1114 800"><u>Name of Member/Shareholder</u></td> <td data-bbox="1114 730 1425 800">_____%</td> </tr> <tr> <td data-bbox="808 800 1114 869"><u>Name of Member/Shareholder</u></td> <td data-bbox="1114 800 1425 869">_____%</td> </tr> <tr> <td data-bbox="808 869 1114 938"><u>Name of Member/Shareholder</u></td> <td data-bbox="1114 869 1425 938">_____%</td> </tr> <tr> <td data-bbox="808 938 1114 1037"><u>Name of Member/Shareholder</u></td> <td data-bbox="1114 938 1425 1037">_____%</td> </tr> </table>	<u>Name of Member/Shareholder</u>	_____%	<u>Name of Member/Shareholder</u>	_____%	<u>Name of Member/Shareholder</u>	_____%	<u>Name of Member/Shareholder</u>	_____%
<u>Name of Member/Shareholder</u>	_____%								
<u>Name of Member/Shareholder</u>	_____%								
<u>Name of Member/Shareholder</u>	_____%								
<u>Name of Member/Shareholder</u>	_____%								
Name and Address of Borrower's attorneys:									
Name and Address of Borrower's accountants:									
List all material contracts held by Borrower [For purposes of this response, list any agreement affecting the cash flow of Borrower's business in an amount equal to or exceeding 0.25% of net annualized revenues]:									
List all Indebtedness for Money Borrowed: all of Borrower's (i) Indebtedness for Money Borrowed, and (ii) guaranties and other contingent obligations:									
Principal balances of Member/Shareholder's Loans due immediately prior to Closing Date:									
List all guaranties and other contingent obligations of Borrower:									
List all litigation, arbitrations, governmental investigations, proceedings, or inquiries pending or, to the knowledge of Borrower, existing or threatened against Borrower or that could affect any of the Collateral:									
List all ERISA Benefit Plans of Borrower and Related Companies:									

Exhibit "B"

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION**

In re:	§	
	§	
FOREST PARK MEDICAL CENTER	§	Chapter 11
AT FORT WORTH, LLC	§	Case No. 16-40198
Debtor.	§	
	§	

**ORDER PURSUANT TO 11 U.S.C. §§ 105, 364(c), AND 364(d)
(I) APPROVING POST-PETITION FINANCING AND (II) GRANTING LIENS AND
PROVIDING SUPERPRIORITY ADMINISTRATIVE EXPENSE STATUS**

This matter having come before the Court on March 4, 2016 (the “Hearing”), upon the *Debtor’s Emergency Motion for the Entry of Interim and Final Orders Approving Post-Petition Financing Under Sections 364(c) and 364(d)* [Docket No. 55] (the “Motion”) filed by Forest Park Medical Center at Fort Worth, LLC (the “Debtor”) pursuant to sections 105, 364(c), and 364(d). In the Motion, the Debtor requested entry of an order (the “Order”), *inter alia*:

(i) authorizing the Debtor to obtain secured post-petition financing and other extensions of credit on a superpriority basis (the “DIP Facility”) pursuant to the terms and conditions of that certain Post-Petition Loan and Security Agreement (together with all schedules, exhibits, and annexes thereto, and as at any time amended, supplemented, restated, or otherwise modified

from time to time, the “DIP Loan Agreement”) between the Debtor and TBK Bank, SSB (“Triumph” or the “Lender”), attached hereto as Exhibit A;¹

(ii) authorizing the Debtor to execute and deliver the DIP Loan Agreement and related instruments, security agreements, assignments, pledges, mortgages, reaffirmations and other documents referred to therein or requested by the Lender to give effect to the terms thereof among the Debtor and the Lender (the DIP Loan Agreement and such related instruments, security agreements, pledges, assignments, control agreements and other documents, as at any time amended, being collectively called the “DIP Financing Documents”), and to perform such other acts as may be necessary or desirable in connection with the DIP Financing Documents; and

(iii) approving the Debtor’s grant of security interests, liens, and superpriority claims to the Lender including (a) an allowed super-priority administrative-expense claim pursuant to section 364(c)(1) of the Bankruptcy Code with priority over all administrative expenses, (b) valid, binding, continuing, enforceable, unavoidable, and automatically perfected first-priority security interests and liens pursuant to section 364(c)(2) of the Bankruptcy Code (the “First Priority Liens”) on all DIP Collateral (as hereinafter defined), whether now existing or hereinafter acquired, of the Debtor that was unencumbered by any security interest or lien as of the Petition Date (as hereinafter defined), (c) valid, binding, continuing, enforceable, unavoidable, and automatically perfected junior security interests and liens pursuant to section 364(c)(3) of the Bankruptcy Code (the “Junior Liens”) on all property of the Debtor existing as of the Petition Date that is subject to Permitted Prior Liens (as hereinafter defined), and (d) valid, binding, continuing, enforceable, unavoidable, and automatically perfected priming liens pursuant to section 364(d) of the Bankruptcy Code (the “Priming Liens” and, together with the

¹ Capitalized terms not otherwise defined herein shall have the meaning set forth in the DIP Financing Documents.

First Priority Liens and the Junior Liens, collectively the “DIP Liens”) on the Debtor’s Accounts, and all proceeds derived therefrom, in each case provided herein,

The Court having considered the Motion, the DIP Financing Documents, the stipulations and statements of counsel, and the evidence submitted at the Hearing; and notice of the Hearing having been given in accordance with Bankruptcy Rules 4001(b), (c), (d), and 9014; and any objections to the Hearing to consider 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 requested is necessary to avoid immediate and irreparable harm to the Debtor and its estate, is otherwise fair and reasonable and in the best interests of the Debtor, its estate, and its creditors and equity holders, and is essential for the continued operation of the Debtor’s business; and it further appearing that the Debtor is unable to obtain unsecured credit for borrowed money allowable as an administrative expense under Bankruptcy Code section 503(b)(1).

Based upon the record established at the Hearing, and after due deliberation and consideration, and for good and sufficient cause appearing therefor;

THE COURT HEREBY MAKES THE FOLLOWING FINDINGS OF FACT AND CONCLUSIONS OF LAW:

A. Petition Date. On January 10, 2016 (the “Petition Date”), the Debtor filed its voluntary petition for relief in this Court under chapter 11 of the Bankruptcy Code.

B. Debtor-in-Possession. The Debtor continues to operate its business as a debtor-in-possession pursuant to sections 1107 and 1108 of the Bankruptcy Code.

C. Chief Restructuring Officer. On February 3, 2016, this Court entered its order authorizing the retention of Alvarez & Marsal Healthcare Industry Group, LLC (“Alvarez & Marsal”), Ronald Winters as Chief Restructuring Officer (“CRO”).

D. Jurisdiction and Venue. This Court has jurisdiction, pursuant to 28 U.S.C. §§ 157(b) and 1334, over these proceedings. Consideration of the Motion constitutes a core proceeding under 28 U.S.C. § 157(b)(2). Venue for the above-referenced bankruptcy case (the “Chapter 11 Case” and proceedings on the Motion is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409.

E. Committee Formation. On January 20, 2016, the United States Trustee for the Northern District of Texas (Fort Worth Division) (the “U.S. Trustee”) appointed the Official Unsecured Creditors’ Committee (the “Committee”) pursuant to section 1102 of the Bankruptcy Code.

F. Notice. On January 21, 2016, the Debtor served copies of the Motion and notice of the Hearing to all creditors and parties in interest entitled to such notice in compliance with Bankruptcy Rules 4001(b) and (c) and the Local Rules, including (i) the Office of the United States Trustee for this District; (ii) those creditors holding the twenty (20) largest unsecured claims; (iii) and any other secured parties of record.

G. Conditional Consent to DIP Facility. The Lender is willing to provide the DIP Facility and has stipulated and agreed to the Debtor’s use of the proceeds of the DIP Facility exclusively in accordance with the terms, conditions, and limitations set forth in this Order, the budget attached hereto as Exhibit B, and the DIP Financing Documents.

H. Findings Regarding the DIP Facility.

a. *Request for the DIP Facility.* The Debtor seeks authority to enter into and perform its obligations under the DIP Financing Documents on the terms described therein and in this Order.

b. *Priming of Certain Liens.* Pursuant to that certain Secured Promissory Note dated November 1, 2015 (the “Jefe Plover Note”), the Debtor has indebtedness to Jefe

Plover Interests, Ltd., a Texas limited partnership (“Jefe Plover”). Jefe Plover asserts a lien on certain assets of Debtor evidenced by Financing Statement No. 15-00354522 filed on November 4, 2015 with the Texas with the Secretary of State in connection with the Security Agreement dated November 1, 2015 between Borrower and Jefe Plover (the “Jefe Plover Lien”). Until full satisfaction of the DIP Obligations, Jefe Plover consents to the priming of the Jefe Plover Lien by the DIP Lien in the Debtor’s Accounts and any proceeds derived therefrom, and agrees to subordinate all claims and other rights that Jefe Plover has or may have against the Debtor arising out of the Jefe Plover Note or Jefe Plover Lien to all claims and other rights that Lender has or may have under the DIP Financing Documents and to the DIP Collateral. Until full satisfaction of Debtor’s obligations to the Lender, Jefe Plover will not, without the express written consent of the Lender: (i) exercise or seek to exercise any rights or remedies under the Jefe Plover Note with respect to any DIP Collateral; (ii) demand or receive from Debtor any payment with respect to the Jefe Plover Note, by way of payment, prepayment, setoff, lawsuit, or otherwise; (iii) accelerate amounts due or otherwise exercise or seek to exercise any rights or remedies under the Jefe Plover Note; or (iv) amend or modify the Jefe Plover Note. The priming of the Jefe Plover Lien in the DIP Collateral under section 364(d) of the Bankruptcy Code, as contemplated by the DIP Facility, as described herein, will enable the Debtor to obtain the DIP Facility and to continue to operate its businesses for the benefit of its estate and creditors. Notwithstanding the foregoing, nothing herein shall prohibit Jefe Plover from (i) filing a proof of claim in the Chapter 11 Case asserting an unsecured or secured claim (even if such secured claim is undersecured), (ii) taking any action necessary to preserve its unsecured or secured claim (even if such secured claim is undersecured) against the Debtor and the Jefe Plover Lien, (iii) defending any claim or lawsuit threatened or asserted against Jefe Plover and asserting any available defenses including a setoff defense, (iv) participating in the Chapter 11 Case and

objecting to any action proposed by the Debtor including, but not limited to, objecting to any sale of the Debtor's assets, objecting to a plan of reorganization, objecting to a modification of the DIP Loan, or (v) asserting or exercising any rights it may have separate and apart from the Jefe Plover Note or Jefe Plover Lien.

c. *Need for the DIP Facility.* The Debtor's need to obtain credit pursuant to the DIP Facility is immediate and critical to enable the Debtor to continue operations and to administer and preserve the value of its estate. The ability of the Debtor to finance its operations, care for its patients, maintain business relationships with its vendors, suppliers, and customers, to pay its employees, and otherwise finance its operations requires the availability of working capital from the DIP Facility as provided herein, the absence of which would immediately and irreparably harm the Debtor, its patients, the estate, its creditors, and its equity holders. The Debtor does not have sufficient available sources of working capital and financing to operate its business in the ordinary course of business without the DIP Facility.

d. *No Credit Available on More Favorable Terms.* Despite diligent efforts, given its current financial condition, financing arrangements, and capital structure, the Debtor is unable to obtain financing from sources other than the Lender on terms more favorable than the DIP Facility. The Debtor has been unable to obtain unsecured credit allowable under Bankruptcy Code section 503(b)(1) as an administrative expense. The Debtor has also been unable to obtain credit (a) having priority over that of administrative expenses of the kind specified in sections 503(b) and 507(b) of the Bankruptcy Code, (b) secured by a lien on property of the Debtor and its estate that is not otherwise subject to a lien, or (c) secured solely by a junior lien on property of the Debtor and its estate that is subject to a lien. Financing on a post-petition basis is not otherwise available without (x) this Court's approval of the DIP Facility, the DIP Financing Documents (and the transactions contemplated thereby), all

obligations of the Debtor under the DIP Financing Documents, and all rights and remedies of the Lender thereunder; and (y) granting the Lender (1) as security for the prompt payment of all DIP Obligations, a security interest in and lien upon all of the Debtor's assets as and to the extent hereinafter set forth, including, without limitation, all of Debtor's cash, accounts, inventory, equipment (including fixtures), general intangibles (including payment intangibles, such as rights to refunds), documents, instruments, chattel paper, deposit accounts, letter-of-credit rights, commercial tort claims, investment property, books and records (both tangible and electronic) relating to any assets of the Debtor, and all proceeds (including insurance proceeds) of the foregoing, in each case whether such assets are now in existence or hereafter created, acquired or arising and wherever located (all such personal property hereinafter referred to as the "DIP Collateral"), and that such security interests and liens have the priority hereinafter set forth and (2) superpriority claims.

e. *Use of Proceeds of the DIP Facility.* As a condition to entry into the DIP Loan Agreement and the extension of credit under the DIP Facility, the Debtor has agreed that proceeds of the DIP Facility will be used in accordance with the terms and conditions of the DIP Financing Documents and in accordance with, and for the purposes specified in, the Debtor's cash budget (as at any time amended with the written consent of the Lender, and as and to the extent provided in the DIP Loan Agreement, the "Budget").

I. Good Faith of the Lender.

a. *Willingness to Provide Financing.* The Lender has indicated a willingness to provide financing to the Debtor subject to (a) the entry of this Order, (b) approval of the terms and conditions of the DIP Facility and the DIP Financing Documents, and (c) entry of findings by this Court that such financing is essential to the Debtor's estate, that the Lender is extending credit to the Debtor in good faith, and that the Lender's claims, superpriority claims, security

interests, liens, and other protections granted pursuant to this Order and the DIP Financing Documents will have the protections provided in section 364(e) of the Bankruptcy Code and will not be affected by any subsequent reversal, modification, vacatur, amendment, reargument, or reconsideration of this Order or any other order.

b. *Business Judgment and Good Faith Pursuant to Section 364(e).* The terms and conditions of the DIP Facility and the DIP Financing Documents, and the fees paid and to be paid thereunder, are fair, just, reasonable, and the best available to the Debtor under the circumstances, reflect the Debtor's exercise of prudent business judgment consistent with their fiduciary duties, and are supported by reasonably equivalent value and fair consideration. The DIP Facility and the DIP Financing Documents were negotiated in good faith and at arms' length among the Debtor, the Lender, and the Committee. The credit to be extended under the DIP Facility shall be deemed to have been so allowed, advanced, made, used, or extended in good faith, and for valid business purposes and uses, within the meaning of section 364(e) of the Bankruptcy Code, and the Lender is therefore entitled to the protection and benefits of section 364(e) of the Bankruptcy Code and this Order.

J. Good Cause. Good cause has been shown for the entry of this Order. Among other things, entry of this Order will minimize disruption of the business and operations of the Debtor and permit the Debtor to maintain the going concern value of its business. The financing arrangement authorized hereunder is necessary, essential, and appropriate and is in the best interest of, and will benefit, the Debtor, its creditors, and the Debtor's bankruptcy estate as its implementation will, among other things, provide the Debtor with the necessary liquidity to (i) avoid immediate and irreparable harm to the Debtor and its bankruptcy estate; and (ii) preserve and maximize the value of the Debtor's business and assets.

K. Immediate Entry of Order. The Debtor has demonstrated that sufficient cause exists for immediate entry of this Order notwithstanding Bankruptcy Rule 6004(h) or any other Bankruptcy Rule or applicable law.

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, ADJUDGED AND DECREED, as follows:

1. Grant of Motion; Authorization of Financing. The Motion is hereby GRANTED and the DIP Credit Extensions (as defined below) are hereby authorized and approved subject to the terms and conditions set forth in this Order.

2. Objections Overruled. All objections to the Motion, to the extent not withdrawn or resolved, are hereby overruled.

3. Authorization of the DIP Facility. The Court hereby authorizes and approves (i) the Debtor's execution and delivery of the DIP Loan Agreement in substantially the form annexed hereto (with such changes as were addressed to the Court at the Hearing or are otherwise authorized to be made as amendments to the DIP Loan Agreement in accordance with this Order) and all of the other DIP Financing Documents; (ii) the Debtor obtaining the revolving credit facility (the "DIP Loan") pursuant to the DIP Loan Agreement (collectively, the "DIP Credit Extensions") from time to time up to an aggregate principal amount outstanding at any time of [\$4,000,000] in accordance with the DIP Loan Agreement and the Budget, plus interest, fees, and other charges payable in connection therewith, and to incur any and all liabilities and obligations thereunder and to pay all principal, interest, fees, expenses and other obligations provided for under the DIP Financing Documents; (iii) the Debtor's payment of all fees and expenses provided for under the DIP Financing Documents, and (iv) the Debtor's satisfying all conditions precedent under the DIP Financing Documents and performing all obligations

hereunder and under the DIP Financing Documents in accordance with the terms hereof and thereof. The Lender shall not have any obligation or responsibility to monitor any Debtor's use of the DIP Loans and may rely upon the Debtor's representations that the amount of the DIP Credit Extensions requested at any time, and the use thereof, are in accordance with the requirements of this Order and the DIP Financing Documents.

4. Valid, Binding, Non-Avoidable Obligations. All of the express and explicit terms, conditions, conditions precedent, negative covenants, affirmative covenants, promises, rights, duties, responsibilities, acknowledgements, agreements, representations and warranties set forth in the DIP Financing Documents, which are expressly incorporated herein by this reference as if set forth herein verbatim, are hereby approved. Upon execution, each of the DIP Financing Documents shall constitute valid and binding obligations of the Debtor, its estate, and their respective successors and assigns (including, without limitation, any successor trustee or other estate representative in any subsequent or superseding case), and shall be fully enforceable in accordance with their terms. No obligation, payment, right, transfer or grant of security or lien under this Order or any of the DIP Financing Documents shall be stayed, restrained, voided, avoided, avoidable or recoverable, or subject to any defense, reduction, setoff, recoupment or counterclaim, under the Bankruptcy Code or applicable law.

5. Compliance with Budget. The Debtor's aggregate expenditures under the Budget shall be tested weekly on a cumulative basis (i.e., the sum of all actual amounts expended for the current week and all previous weeks in the Budget cannot exceed the sum of all budgeted disbursements for such cumulative period). On or prior to 11:59 p.m. prevailing Central time on each Tuesday during the Financing Period, the Debtor shall prepare and deliver to the Lender, a written reconciliation (by line item and on a cumulative basis) of the actual collections and disbursements for the immediately preceding week with the budgeted collection and

disbursements set forth in the Budget. The Budget may be amended from time to time by written agreement between the Lender and Debtor, without further order of the Court, provided that the amended budget shall be filed with the Court and no objections are filed to such amended budget within three (3) business days; in which case, such amended budget shall become the Budget under this Order.

6. Execution, Delivery and Performance of DIP Financing Documents. The DIP Financing Documents may be executed and delivered on behalf of the Debtor by any officer, director, or agent of the Debtor, who by signing shall be deemed to represent himself or herself to be duly authorized and empowered to execute the DIP Financing Documents for and on behalf of the Debtor, and the Lender shall be authorized to rely upon any such person's executing and delivering any of the DIP Financing Documents as having done so with all requisite power and authority. Upon execution and delivery thereof, the DIP Financing Documents shall constitute valid and binding obligations of the Debtor and shall be enforceable against the Debtor in accordance with their terms. In furtherance of the provisions of paragraph 3 of this Order, the Debtor is authorized and directed to do and perform all acts; to make, execute, and deliver to the Lender all instruments and documents (including, without limitation, the execution of security agreements, assignments, control agreements, pledge agreements, mortgages, deeds of trust, deeds to secure debt, financing statements, and intellectual property filings); and to pay all filing fees, recording costs and other expenses as may be necessary or, in the opinion of Lender, desirable to give effect to any of the terms and conditions of the DIP Financing Documents, to validate the perfection of the DIP Liens or as otherwise required or contemplated by the DIP Financing Documents.

7. Term. Unless extended by written agreement of the Debtor and the Lender, the term of the Financing Period shall expire, all DIP Obligations shall be immediately due and

payable in full, and the Debtor's authorization to use the proceeds of the DIP Facility shall cease, on the earliest to occur of the following (the "Termination Date"): (a) termination or expiration of this DIP Financing Order, unless pursuant to a confirmed plan of reorganization in the Chapter 11 Case that is in all respects satisfactory to Lender in its sole discretion, (b) closing of a sale of all or substantially all the assets of the Borrower in the Chapter 11 Case, (c) confirmation of a plan in the Chapter 11 Case, or (d) one (1) year from the Closing Date.

8. Interest on DIP Facility. The DIP Facility shall bear interest at a non-default rate constituting: (a) the greater of (i) LIBOR Rate or (ii) the Floor Rate, plus (b) the Margin (the "Pre-Default Rate"). After the occurrence of an Event of Default, the DIP Facility shall bear interest at a rate equal to the Pre-Default Rate plus 4% per annum (the "Default Interest Rate"). Interest on the DIP Facility shall accrue and be payable monthly in accordance with DIP Financing Documents.

9. Post-Petition Loan Fees. In consideration for the DIP Facility, the Debtor shall pay the Lender all fees and expenses as set forth in the DIP Financing Documents, including, but not limited to, the following:

- the Origination Fee;
- the Unused Line Fee;
- the Collateral Monitoring Fee; and
- the Success Fee.

10. Asset Disposition Program. As additional consideration to the Lender for the DIP Financing, the Debtor shall effectuate the following Asset Disposition Program in accordance with the terms and conditions set forth below and as may be more particularly set forth in the DIP Loan Documents (the "Asset Disposition Program"):

(a) Not later than April 14, 2016, the Debtor shall obtain entry by the Bankruptcy Court of an order approving sale procedures (the "Sale Procedures Order") with respect to the sale of all or substantially all of the Debtor's assets, with such procedures to be on terms and conditions satisfactory to the Lender, unless the Debtor determines, in the good faith exercise of its business judgment, that no Sales Procedures Order is necessary prior to filing a Sale Motion (as defined below).

(b) Other benchmarks will be agreed upon by the Lender and the Debtor in the Sale Procedures Order (including opening of a data room, completion of due diligence, receipt of expressions of intent, receipt of formal bids, approval of approved bidders, and an auction date), and such benchmarks shall be part of the Asset Disposition Program as if set forth in this Order.

(c) Not later than May 27, 2016, the Debtor shall file a motion seeking Bankruptcy Court approval of the sale of all or substantially all of the Debtor's assets (including the Accounts) pursuant to the Sale Procedures Order (the "Sale Motion"), on terms and conditions acceptable to Lender in its sole and absolute discretion. The Debtor shall obtain entry of an order approving the Sale Motion not later than June 14, 2016.

(d) Not later than June 24, 2016, the Debtor shall consummate and close a sale of all or substantially all of the Debtor's assets that (i) repays in full the DIP Financing, or (ii) is otherwise acceptable to the Lender in its sole and absolute discretion.

11. DIP Liens; Negative Pledge.

(a) As security for the DIP Facility and performance of all DIP Credit Extensions, all interest, fees and other charges at any time or times payable by the Debtor to the Lender in connection with any DIP Credit Extensions or otherwise pursuant to any of the DIP Financing Documents, and all other "*Obligations*" under (and as defined in) the DIP Loan

Agreement (collectively, the “DIP Obligations”), the Lender shall have, and is hereby granted, valid, binding, enforceable, non-avoidable and automatically and properly perfected security interests in and liens upon all of the DIP Collateral (all of the foregoing are collectively called the “DIP Liens”), as follows:

(i) Unencumbered DIP Collateral. Pursuant to section 364(c)(2) of the Bankruptcy Code, perfected first priority senior security interests in and liens upon (x) all DIP Collateral that, as of the Petition Date, is not subject to valid, perfected, and non-avoidable liens or to valid and non-avoidable liens in existence on the Order for Relief Date that are perfected thereafter (with a priority that relates back to a date prior to the Order for Relief Date) as permitted by section 546(b) of the Bankruptcy Code, and (y) all DIP Collateral that is created or acquired, or arises, after the Petition Date.

(ii) Encumbered DIP Collateral. Pursuant to section 364(c)(3) of the Bankruptcy Code, perfected junior security interests in and liens upon all DIP Collateral that is subject to valid, perfected, and non-avoidable liens in existence on the Order for Relief Date, and to valid and non-avoidable liens in existence on the Order for Relief Date that are perfected thereafter (with a priority that relates back to a date prior to the Order for Relief Date), as permitted by section 546(b) of the Bankruptcy Code.

(iii) Extent of Priming DIP Liens. Pursuant to section 364(d) of the Bankruptcy Code, and notwithstanding anything to the contrary in paragraph 11(a)(ii) of this Order, the DIP Liens shall be senior in priority to and shall prime all liens, if any, that were granted by the Debtor or otherwise arose under applicable law pre-petition concerning the Accounts and the proceeds thereof. For the avoidance of doubt, the DIP Liens shall be senior in priority to and shall prime the liens of Jefe Plover in all respects until such time as the DIP Obligations are satisfied in full. Without limiting the

generality of the foregoing: (i) all of Debtor's indebtedness to Jefe Plover evidenced by the Jefe Plover Note is subordinated in the right of payment to the DIP Obligations; and (ii) the Jefe Plover Lien and Jefe Plover's security interest in the DIP Collateral are subordinated to the Lender, and notwithstanding the respective dates of attachment or perfection of the security interest of Jefe Plover and the security interest of Lender, the security interest of DIP Lender in the DIP Collateral shall at all times prime any security interest of Jefe Plover.

(b) Notwithstanding the foregoing provisions of this paragraph 11 or anything to the contrary in the DIP Financing Documents, the DIP Liens and shall not attach to any of the following property (unless the Debtor shall grant or consent to any security interest or other lien therein in favor of any other Person, in which event all such property shall be subject to the DIP Liens and such DIP Liens shall be first priority security interests with respect to all such property): (1) any claims pursuant to sections 502(d), 544, 545, 547, 548, 549, 550, 551, or 553 of the Bankruptcy Code (the "Avoidance Claims") or (2) any proceeds or property recovered in connection with the successful prosecution or settlement of any Avoidance Claim (the "Avoidance Proceeds").

(c) Except as expressly provided in paragraphs 11(a)(iii) of this Order, the DIP Liens shall not be, or hereafter be made, subject to or *pari passu* with any security interest or other lien heretofore or hereafter granted in the Chapter 11 Case or any successor case involving the Debtor; shall not be subject to sections 510, 549 or 550 of the Bankruptcy Code or *pari passu* with any security interest or other lien (whether granted or arising prior to or after the Petition Date) that is avoided and preserved for the benefit of the Debtor's estate under section 551 of the Bankruptcy Code; and no Person who pays (or, through the extension of credit to the Debtor, causes to be paid), any of the DIP Obligations shall be subrogated, in whole or in part, to any

rights, remedies, claims, privileges, liens, or security interests granted to or in favor of, or conferred upon, the Lender by the terms of the DIP Financing Documents or this Order, until Full Payment of the DIP Obligations.

(d) In the event that the Court enters any subsequent order authorizing or directing the substantive consolidation of the estate the Debtor with the estate of any non-Debtor affiliate that becomes a debtor, such order shall provide for the attachment of the DIP Liens to all of the assets of the consolidated entity, and such DIP Liens shall be deemed to be valid, perfected, and non-avoidable liens.

12. DIP Superpriority Claim. All DIP Obligations shall have administrative priority in accordance with, and shall constitute an allowed superpriority claim (the "DIP Superpriority Claim") pursuant to, section 364(c)(1) of the Bankruptcy Code over all other administrative expenses in the Chapter 11 Case and any successor case involving the Debtor of the kind specified in, or ordered pursuant to, sections 105, 326, 328, 330, 331, 365, 503(a), 503(b), 506(e), 507(a), 507(b), 546(c), 546(d), 726 (to the extent permitted by law), 1113 or 1114 of the Bankruptcy Code. No costs or administrative expenses that have been or may be incurred in the Chapter 11 Case, whether in any matters or proceedings related hereto or in any successor case involving the Debtor, and no priority claims or superpriority claims, are or will be prior to or on a parity with the DIP Superpriority Claim of the Lender for the DIP Obligations and obligations under the DIP Financing Documents; provided, however, that for purposes of this Order, the DIP Superpriority Claim shall not attach to the Avoidance Claims or the Avoidance Proceeds (unless the Debtor shall grant or consent to a superpriority claim in favor of any other person or entity with respect to such property, in which event all such property shall be subject to the DIP Superpriority Claim).

13. Fees and Expenses of Professionals.

(a) For so long as no Event of Default under the DIP Loan Agreement or this Order shall have occurred and be continuing, the Debtor is authorized to use proceeds of the DIP Loans to pay the fees and disbursements (collectively, "Professional Expenses") of professionals (including attorneys, accountants, appraisers, consultants, financial advisors, and investment bankers) retained by the Debtor (the "Debtor Professionals") or the Committee (the "Committee Professionals," and together with the Debtor Professionals and the Patient Care Ombudsman, collectively the "Professionals"), to the extent that payment of such fees and disbursements are reflected in the Budget; provided, however, that no proceeds of the DIP Loans or any DIP Collateral shall be used to pay the Professional Expenses of any Professionals or any other costs incurred in connection with (a) commencing or continuing any claims, causes of actions, or contested matters against the Lender, including, without limitation, discovery proceedings subsequent to the commencement of any such claims or causes of action; (b) preventing, hindering or delaying performance or enforcement by the Lender of its rights or remedies under this Order or any of the DIP Financing Documents; (c) challenging any liens or claims of the Lender, including, without limitation, the DIP Liens or the DIP Superpriority Claim; or (d) any other purpose prohibited by the DIP Financing Documents (collectively, the "Prohibited Purposes"). The Debtor is also authorized to use the proceeds of Advances pursuant to the DIP Loan Agreement to pay the Professional Fee Retainers (as defined in the DIP Loan Agreement), which funds may be withdrawn and be paid to any Professional for unpaid fees, costs and expenses incurred by such Professionals for the months of January, February and March 2016 to the extent consistent with the Budget. Subject only to the prohibition against use for any Prohibited Purposes, funds paid by the Debtor to any Professional pursuant to the Budget shall no longer constitute a part of the Lender's collateral and shall no longer be subject to the DIP Liens upon receipt by any of the Professionals. Nothing in this Order shall limit or prejudice

Lender's standing to object to any payment of fees or expenses sought by any of the professionals on either an interim or final basis. If any Professional is required to disgorge and return to the Debtor any sums disbursed to the Professional pursuant to the Budget, then such funds shall upon receipt by the Debtor become subject once again to the DIP Liens and shall thereafter constitute a part of Lender's collateral.

(b) Whether or not an Event of Default shall have occurred or shall be continuing, Lender agrees that upon the reasonable request of the Debtor, Lender will advance to Debtor an amount not to exceed \$75,000 and equal to the actual and necessary costs and expenses (if any) incurred by the Debtor, a trustee, a federal agency, or a department or agency of a state or political subdivision thereof, of closing the Debtor's hospital facility and transitioning patients pursuant to 11 U.S.C. § 503(b)(8) (the "Facility Closing Expenses").

14. Preservation of Rights Granted Under this Order.

(a) Protection From Other Financing Orders. There shall not be entered in this Chapter 11 Case or in any successor case involving the Debtor any order that authorizes the obtaining of credit or the incurrence of indebtedness by the Debtor (or the CRO or any trustee or examiner) that is (i) secured by a security, mortgage or DIP Collateral interest, or lien on all or any part of the DIP Collateral that is equal or senior to the DIP Liens or the DIP Superpriority Claim, (ii) secured by a security, mortgage or DIP Collateral interest, or lien on all or any part of the DIP Collateral unless each such interest or lien is junior in priority to the DIP Liens or the DIP Superpriority Claim, and the terms of such credit (including, without limitation, terms of repayment) are acceptable to the Lender, pursuant to intercreditor and other documentation suitable to the Lender, in its discretion, or (iii) entitled to priority administrative status that is equal or senior to the DIP Superpriority Claim granted to Lender herein; provided, however, that

nothing herein shall prevent the entry of an order that specifically conditions the granting of the benefits of clauses (i) or (iii) above upon Full Payment of the DIP Lien.

(b) Rights Upon Dismissal, Conversion or Consolidation. If the Chapter 11 Case is dismissed, converted, or substantively consolidated with another case, then neither the entry of this Order nor the dismissal, conversion, or substantive consolidation of any such Chapter 11 Case shall affect the rights or remedies of the Lender under the DIP Financing Documents, and all of the respective rights and remedies thereunder and hereunder of Lender shall remain in full force and effect as if such Chapter 11 Case or successor case involving the Debtor had not been dismissed, converted, or substantively consolidated. It shall constitute an Event of Default if the Debtor seeks, or if there is entered, any order dismissing the Chapter 11 Case. If an order dismissing the Chapter 11 Case is at any time entered, such order shall provide (in accordance with sections 105 and 349 of the Bankruptcy Code) that (i) the DIP Superpriority Claim shall continue in full force and effect and shall maintain its priority as provided in this Order (and that such DIP Superpriority Claim shall, notwithstanding such dismissal, remain binding on all interested parties) and (ii) this Court shall retain jurisdiction, notwithstanding such dismissal, for the purpose of enforcing the DIP Superpriority Claim.

(c) Survival of Order. The provisions of this Order, and any actions taken pursuant hereto, shall survive the entry of and shall govern with respect to any conflict with any order that may be entered confirming any plan of reorganization or liquidation or converting the Chapter 11 Case from chapter 11 to chapter 7.

(d) No Discharge; Credit Bid Rights. The DIP Obligations shall not be discharged by the entry of any order confirming any plan of reorganization or liquidation in the Chapter 11 Case, pursuant to section 1141(d)(4) of the Bankruptcy Code, and the Debtor has waived such discharge.

(e) No Marshaling. In no event shall the Lender be subject to the equitable doctrine of “marshaling” or any similar doctrine with respect to any DIP Collateral securing any of the DIP Obligations, and in no event shall the DIP Lien or the DIP Superpriority Claim be subject to any pre-petition or post-petition lien or security interest that is avoided and preserved for the benefit of any Debtor’s estate pursuant to section 551 of the Bankruptcy Code.

(f) No Requirement to File Proof of Claim. Notwithstanding anything to the contrary contained in any prior or subsequent order of the Court, including, without limitation, any bar order establishing a deadline for the filing of proofs of claims entitled to administrative expense treatment under section 503(b) of the Bankruptcy Code, the Lender shall not be required to file any proof of claim with respect to any of the DIP Obligations, all of which shall be due and payable in accordance with the DIP Loan Agreement and the other DIP Financing Documents without the necessity of filing any such proof of claim, and the failure to file any such proof of claim shall not affect the validity or enforceability of any of the DIP Financing Documents or prejudice or otherwise adversely affect the Lender’s rights, remedies, powers, or privileges under the DIP Financing Documents or this Order.

(g) Reservation of Certain Rights. Nothing in this Order shall be deemed to be a waiver by the Lender of its right to move for relief from the automatic stay, to seek the appointment of a trustee or examiner or the conversion or dismissal of the Chapter 11 Case, or to request any other relief in this Chapter 11 Case or to oppose confirmation of any plan of reorganization or sale proposed in this Chapter 11 Case. Notwithstanding anything herein to the contrary, the entry of this Order is without prejudice to, and does not constitute a waiver of, expressly or implicitly, the Debtor’s, the Committee’s, or any party in interest’s right to oppose any of the relief requested in accordance with the immediately preceding sentence except as expressly set forth in this Order. Lender may apply to this Court for additional protection at any

time, and nothing contained in this Order shall prejudice or limit the rights of Lender to seek at any future time, adequate protection or other relief pursuant to sections 361, 362, 363 or 364 of the Bankruptcy Code. Further, nothing in this Order shall constitute an agreement or admission by Lender as to the adequacy of the protections granted, the value of the collateral, or the treatment of claims under any plan of reorganization. The provisions of this paragraph are without prejudice to the rights of the Debtor to oppose or object to any such prospective acts.

15. Automatic Perfection of Liens. The DIP Liens granted with respect to the DIP Collateral of the Debtor shall be deemed legal, valid, binding, enforceable, and perfected upon entry of this Order. The Lender shall not be required to file any UCC-1 financing statements, mortgages, deeds of trust, security deeds, notices of lien, or any similar document or take any other action (including possession of any of the DIP Collateral) to validate the perfection of any DIP Liens. If the Lender shall, in its discretion, choose to file or record any such mortgages, deeds of trust, security deeds, notices of lien, or UCC-1 financing statements, or take any other action to validate the perfection of any part of the DIP Liens, the Debtor and its respective officers are directed to execute any documents or instruments as the Lender shall reasonably request, and all such documents and instruments shall be deemed to have been filed or recorded at the time and on the date of entry of this Order. The Lender may, in its discretion, file a certified copy of this Order in any filing office in any jurisdiction in which any Debtor is organized or has or maintains any DIP Collateral or an office, and each filing office is directed to accept such certified copy of this Order for filing and recording.

16. Reimbursement of Expenses.

(a) All reasonable documented fees, costs and expenses incurred by the Lender in connection with (i) the negotiation and drafting of the DIP Financing Documents (or any amendments thereto), (ii) the preservation, perfection, protection, and enforcement of the

Lender's respective rights hereunder, under any other order of the Court, or under the DIP Financing Documents, (iii) the collection of the DIP Obligations, or (iv) the enforcement of any DIP Liens or collection of any DIP Obligations; provided, however, that any time that the Lender or its professionals, seek payment of or reimbursement for any of the foregoing fees, costs or expenses from the Debtor (other than fees previously reimbursed pursuant to any budgeted expenses), the Lender, or such professionals, as applicable, shall mail copies of the applicable fee and expense statements (each a "Statement") to the U.S. Trustee and counsel for the Committee contemporaneously with the delivery of such Statement to counsel for the Debtor. The Debtor, the U.S. Trustee, and the Committee may object to the reasonableness of the amount of the fees or expenses in any Statement by serving (via electronic mail or overnight courier) a written objection (each a "Statement Objection") upon counsel for the Lender, as applicable, within fourteen (14) days after receipt by the objecting party of such Statement (the "Statement Objection Period"). Any Statement Objection shall identify the specific time entries and dollar amounts of fees and/or expenses in respect of which the Statement Objection is asserted and the grounds for such objection. With respect to each Statement served in accordance with this paragraph, promptly after the expiration of the Statement Objection Period, the Debtor shall pay (i) if no Statement Objection has been timely served, the full amount of the fees and expenses requested in such Statement, or (ii) if a Statement Objection has been timely served in accordance with this Order, the amount of such fees and expenses requested in such Statement to which no objection is asserted. Notwithstanding the foregoing, the Lender shall be authorized at any time or times to debit the Debtor's Loan Account under the DIP Loan Agreement, as a DIP Loan, for all fees and expenses incurred by the Lender in connection with the negotiation, documentation and closing of the DIP Facility (and the DIP Financing Documents in connection therewith and all amendments thereto) without having first submitted a Statement therefor as

hereinabove provided, but the Lender shall promptly thereafter submit a Statement as provided above and such Statement shall be subject to any Statement Objection within the Statement Objection Period. If an objecting party to a Statement and the Lender or the professional whose Statement is the subject of a Statement Objection are unable to resolve the objection, the Lender or such professional, as applicable, may request the Court to resolve the objection and the Court shall schedule a hearing for that purpose. In no event shall any Statement submitted by the Lender or their professionals pursuant to this paragraph operate to waive the attorney/client privilege, the work-product doctrine, or any other evidentiary privilege or protection recognized under applicable law. Notwithstanding the foregoing provisions of this paragraph 16, upon any sale of all or substantially all of the DIP Collateral owned by any Debtor, the Lender shall be entitled to receive from the proceeds of such sale an amount sufficient for the DIP Obligations and, in connection therewith, the Lender shall be authorized to retain additional proceeds in an amount reasonably estimated by them to cover all accrued and unpaid fees, costs and expenses (including the portion of any fees, costs and expenses set forth in any Statement to which a Statement Objection has been lodged and is unresolved by the time of the closing of such sale and accrued fees, costs and expenses for a Statement has not as yet been prepared) and estimated fees and expenses to terminate the DIP Facility and release the DIP Liens upon Full Payment of the DIP Obligations, until all such fees, costs and expenses have been finally ascertained and either paid without objection as provided above or authorized by the Court after notice and hearing.

(b) The Debtor's obligation pursuant to paragraph 16(a) above to reimburse the Lender for any fees, costs or expenses of professionals retained by the Lender shall be limited to the fees, costs and expenses incurred to professionals retained by the Lender (i) at any time after the Petition Date, for services rendered during the pendency of the Chapter 11 Case by

the Lender's counsel in Portland, Oregon, local counsel in Dallas, Texas, and one additional professional (whether an attorney or other consultant) in connection with the monitoring of the Chapter 11 Case, the drafting and negotiation of documents and proposed forms of orders with respect to the transactions contemplated by the DIP Loan Agreement and this Order, the recording of any lien perfection documents, the obtaining of title insurance or endorsements, and appearance at any auction sale of any DIP Collateral and hearings before the Court on any matter, and (ii) at any time after the Petition Date, for services rendered by any and all professionals retained by the Lender (x) after the occurrence and during the continuance of an Event of Default or (y) in the prosecution or defense of any adversary proceeding, contested matter or other civil action filed by or against the Lender.

17. Amendments to DIP Financing Documents. The Debtor and the Lender are hereby authorized to implement, in accordance with the terms of the DIP Financing Documents and without further order of the Court, any amendments to and modifications of any of the DIP Financing Documents on the following conditions: (i) the amendment or modification must not constitute a material change to the terms of the DIP Financing Documents, (ii) copies of the amendment or modification must be served upon counsel for the Committee, the U.S. Trustee, and other interested parties specifically requesting such notice, and (iii) notice of the amendment is filed with the Court. For purposes hereof, a "*material change*" shall mean an amendment that operates to shorten the term of the DIP Facility; shorten the maturity of the DIP Obligations; increase the aggregate amount of the commitment under the DIP Facility; increase the rate of interest other than as currently provided in or contemplated by the DIP Financing Documents; add new Events of Default; or enlarge the nature and extent of default remedies available to the Lender, following the occurrence of an Event of Default.

18. No Surcharge. No costs or expenses of administration shall be imposed against the Lender or the Lender's interest in the DIP Collateral under sections 506(c) or 552(b) of the Bankruptcy Code or other applicable law.

19. Events of Default. Each of the following shall constitute an event of default ("Event of Default"):

- a) Debtor fails to pay any of the DIP Obligations when due and payable;
- b) Debtor fails to continuously observe, meet, or perform any material term, covenant obligation, or duty contained in the DIP Financing Documents, and such failure continues for five (5) days after the earlier of: (i) notice of such failure by Lender, or (ii) Debtor becoming aware of such failure;
- c) Debtor fails to timely perform properly any material covenant in this Agreement or in any of the other Loan Documents, and such failure continues for five (5) days after the earlier of: (i) notice of such failure by Lender, or (ii) Debtor becoming aware of such failure;
- d) any Deposit Account Control Agreement or Lockbox Agreement is breached or terminated;
- e) there is an occurrence of any material default or material event of default under any of the other Loan Documents, and such default continues for five (5) days after the earlier of: (i) notice of such default by Lender, or (ii) Debtor becoming aware of such default;
- f) Debtor materially defaults under any other agreement with Lender;
- g) any representation or warranty contained herein or in any of the other Loan Documents is false or misleading in any material respect when made or deemed made;

h) Debtor fails to comply with this Order in any material respect, and such failure continues for five (5) days after the earlier of: (i) notice of such failure by Lender or the Bankruptcy Court, or (ii) Debtor becoming aware of such failure;

i) the Chapter 11 Case is converted to a case under chapter 7 or is dismissed or a chapter 11 trustee is appointed in the Chapter 11 Case;

j) the amount of Debtor's actual expenditures exceed the approved combined expenditures set forth in the Interim Budget (on a cumulative basis for the current and all prior weeks), by more than 10%;

k) Lender shall cease to have a valid, perfected, and first priority Lien on any of the DIP Collateral, except (i) with respect to Debtor's inventory and certain equipment as specifically set forth in Schedule 5.1 as permitted liens (the "Permitted Prior Liens"), in which Lender will not have first priority; and (ii) as otherwise expressly permitted herein or consented to in writing by Lender;

l) there shall be any Material Adverse Change;

m) there shall be any Change of Control;

n) a state or federal regulatory agency shall have revoked any license, permit, certificate or Medicaid or Medicare qualification pertaining to Debtor or any of Debtor's facilities, the revocation of which could reasonably be expected to have a Material Adverse Change; or

o) there is any default under the Validity and Support Agreement.

20. Monitoring of DIP Collateral.

(a) Inspection Rights. Representatives of the Lender shall be authorized to visit the business premises of the Debtor to (i) inspect any DIP Collateral or other assets, (ii) inspect and make copies of any books and records of the Debtor, and (iii) verify or obtain

supporting details concerning the financial information to be provided to the Lender hereunder or under any of the DIP Financing Documents, all as permitted by the DIP Financing Documents. For the avoidance of doubt, the Debtor operates all of its business activities pursuant to a lease (the "Lease"), dated June 27, 2013, as amended from time to time, with FPMC Fort Worth Realty Partners, LP ("Landlord"), which owns the real property located at 5400 Clearfork Main Street, Fort Worth, Texas, 76109 (the "Premises"). For so long as DIP Obligations remain outstanding, Landlord shall: (i) not interfere with any enforcement by the Lender of the Lender's rights in and to the DIP Collateral; and (ii) permit the Lender to have access to and take possession of that portion of the Premises necessary for the Lender or the Lender's agents or representatives to conduct billing and collecting activities on behalf of the Debtor after an Event of Default. Lender's access and possession right shall have a duration of up to two (2) consecutive months of access and/or possession, and such access to or possession of the Premises by the Lender shall not operate as an assumption by the Lender of the Lease or relieve the Debtor of the Debtor's obligations under the Lease, if any. The Debtor shall permit the Lender and its agents or representatives to have access to the Premises to review and evaluate the DIP Collateral and to inspect all financial and other records of the Debtor relating to the operations of the Debtor. The Debtor shall assist and cooperate with the Lender regarding such review, evaluations, and inspections, and shall make its employees and professionals reasonably available to the Lender and its agents or representatives to conduct such reviews, evaluation, and inspections. Following the occurrence of an Event of Default, the Debtor will assist and cooperate with the Lender or the Lender's agents or representatives in the Lender's conduct of direct billing and collection activities on behalf of the Debtor.

(b) Right to Retain Professionals. The Lender shall be authorized to retain attorneys, appraisers, consultants, and financial advisors, at the Debtor's expense, which

attorneys, appraisers, consultants, and advisors shall be afforded reasonable access to the DIP Collateral and the Debtor's business premises and non-privileged records, during normal business hours, for purposes of monitoring the business of the Debtor, verifying the Debtor's compliance with the terms of the DIP Financing Documents, this Order, and appraising all or any part of the DIP Collateral.

21. Right to Credit Bid. In any sale or sale process approved by this Court which includes the DIP Collateral (whether pursuant to section 363 of the Bankruptcy Code, a plan of reorganization or otherwise), the Lender shall have the right to credit bid an amount up to the DIP Obligations then outstanding. The Debtor agrees not to seek an order to the contrary.

22. Modification of Automatic Stay. The automatic stay provisions of section 362 of the Bankruptcy Code are hereby modified and lifted as to the Lender to the extent necessary to implement the provisions of this Order and the DIP Financing Documents, thereby permitting the Lender, among other things, to file or record any UCC-1 financing statements, mortgages, deeds of trust, security deeds, and other instruments and documents evidencing or validating the perfection of the DIP Liens and to enforce any of the DIP Liens as and to the extent authorized by this Order.

23. Effect of Appeal. Consistent with section 364(e) of the Bankruptcy Code, if any or all of the provisions of this Order are hereafter modified, vacated or stayed on appeal,

(a) such stay, modification, or vacatur shall not affect the validity or enforceability of any obligation, indebtedness, or liability incurred or liens granted by the Debtor to the Lender prior to the effective date of such stay, modification, or vacatur, or the validity, enforceability, or priority of any liens, rights, or claims authorized, created, or continued in effect under the original provisions of this Order or pursuant to the DIP Financing Documents; and

(b) any indebtedness, obligation, or liability incurred by the Debtor to the Lender under the DIP Financing Documents prior to the effective date of such stay, modification, or vacatur shall be governed in all respects by the original provisions of this Order and the DIP Financing Documents, and the Lender shall be entitled to all the rights, remedies, privileges, and benefits, including the DIP Liens and the priorities granted herein and pursuant to the DIP Financing Documents, with respect to any such indebtedness, obligation, or liability. All DIP Credit Extensions under the DIP Financing Documents are deemed to have been made in reliance upon this Order, and, therefore, the indebtedness resulting from such DIP Credit Extensions prior to the effective date of any stay, modification, or vacatur of this Order cannot, as a result of any subsequent order in this Chapter 11 Case, (i) be subordinated or (ii) be deprived of the benefit or priority of the DIP Liens and the DIP Superpriority Claim granted to the Lender under this Order or the DIP Financing Documents.

24. Certain Liens of Taxing Authorities Unaffected. Nothing in this Order shall be deemed to adversely affect any valid and non-avoidable lien of any taxing authority in existence on the Petition Date with respect to any assets of the Debtor, and no such taxing authority shall be barred by this Order from taking any steps that it may lawfully take, subject to obtaining any necessary relief from the automatic stay, to enforce any such liens against any property of the Debtor or from seeking adequate protection of its liens upon any such property. Nothing in this Order or in any prior order shall be construed to grant or acknowledge liens that prime Tarrant County's prepetition and postpetition liens that secure all amounts ultimately owed for ad valorem property taxes, if any.

25. No Deemed Control. By consenting to this Order, making DIP Credit Extensions, or administering the financing relationship with the Debtor pursuant to the DIP Financing Documents, the Lender shall not be deemed to be in control of the Debtor or its operations or to

be acting as a “*responsible person*,” “*managing agent*” or “*owner or operator*” (as such terms are defined in the United States Comprehensive Environmental Response, Compensation and Liability Act, as amended, or any similar state or federal statute) with respect to the operation or management of the Debtor.

26. Binding Effect; Successors and Assigns. The provisions of this Order shall be binding upon all parties in interest in the Chapter 11 Case, including, without limitation, the Lender, the Debtor, and their respective successors and assigns (including any chapter 11 trustee hereafter appointed for the estate of any Debtor or any chapter 7 trustee appointed or elected in a subsequent chapter 7 case), and shall inure to the benefit of the Lender and its respective successors and assigns. In no event shall the Lender have any obligation to make DIP Credit Extensions to any chapter 7 or chapter 11 trustee appointed or elected for the estate of the Debtor.

27. Indemnification. The Debtor agrees to indemnify and hold harmless the Lender and the Lender’s affiliates and their respective officers, employees, directors, shareholders, agents, and legal counsel (collectively, the “Indemnified Parties” and individually, an “Indemnified Party”) from and against all losses suffered by any Indemnified Party, other than losses resulting from an Indemnified Party’s gross negligence or willful misconduct, in connection with (a) the exercise by the Lender or any of its affiliates of any right or remedy granted to it under the DIP Financing Documents or at law, (b) any claim, and the prosecution or defense thereof, arising out of or in any way connected with the DIP Financing Documents, except in the case of a dispute between the Debtor and the Lender in which the Debtor prevails in a final unappealed or unappealable judgment, and (c) the collection or enforcement of the DIP Obligations or any of them.

28. Forest Park I, LLC and Forest Park II, LLC. Forest Park I, LLC and Forest Park II, LLC (collectively the “FP Lenders”) assert a security interest in Debtor’s inventory. Any property of Debtor in which either of the FP Lenders holds a valid, perfected, and non-avoidable pre-petition security interest or lien is hereinafter referred to as the “FP Lenders’ Collateral”. The DIP Liens granted to Lender against the FP Lenders’ Collateral shall be and remain second and subject to the liens and security interests of the FP Lenders in the FP Lenders’ Collateral.

a) The Debtor filed *Debtor’s Emergency Motion for the Entry of Interim and Final Orders Authorizing the Use of Cash Collateral, and Granting Adequate Protection* [Docket No. 9] (the “Cash Collateral Motion”). Prior to, or concurrently with, the entry of this Order, the Court has entered three (3) interim cash collateral orders and a final cash collateral order (collectively the “Cash Collateral Orders”) as follows:

- i. First Interim Order Authorizing Use of Cash Collateral [Docket No. 41];
- ii. Second Interim Order Authorizing Use of Cash Collateral [Docket No. 97];
- iii. Third Interim Order Authorizing Use of Cash Collateral [Docket No. 115]; and
- iv. Final Cash Collateral Order to be entered concurrently with this Order.

b) The DIP Liens granted to Lender shall be and remain the second and subordinate to the adequate protection rights and replacement liens and security interests granted to the FP Lenders pursuant to the terms of the Cash Collateral Orders, provided, however, that to the extent that any of the FP Lenders’ Collateral is at any time converted into Accounts or the

proceeds thereof, the DIP Liens shall at all times prime the adequate protection rights and replacement liens of the FP Lenders.

c) In addition to the rights and liens of the FP Lenders pursuant to the Cash Collateral Orders, as additional adequate protection for any diminution in the value of the FP Lenders' respective interests in the FP Lenders' Collateral caused by the use of cash collateral by the Debtor, each of the FP Lenders shall have and is hereby granted new, first-priority liens and security interests (collectively the "Replacement Liens") upon all assets of the Debtor, whether now existing or hereafter acquired or arising, and all proceeds, rents, products or profits thereof. The grant of the Replacement Liens to the FP Lenders as to property of the Debtor shall only act as adequate protection for the diminution in value to the Prepetition Lenders' respective interests in the FP Lenders' Collateral caused by the Debtor's use of cash collateral. For the avoidance of doubt, in the event that it is later determined that any of the FP Lenders' asserted prepetition liens in the FP Lenders' Collateral and other cash collateral are invalid or avoidable, the Replacement Liens granted to the FP Lenders as adequate protection herein shall likewise be invalid. The Replacement Liens granted to the FP Lenders shall at all times be senior to the rights of the Debtor and any successor trustee in these or any subsequent proceedings under the Bankruptcy Code to the extent the FP Lenders' prepetition security interests and liens are senior to the rights of the Debtor. The Replacement Liens herein granted to the FP Lenders (i) are and shall be in addition to all security interests, liens, mortgages, and rights to set off existing in favor of the FP Lenders on the Petition Date; (ii) as to categories of property that the FP Lenders held a prepetition lien or security interest, the Replacement Liens shall be in the same priority as the FP Lenders' prepetition liens and security interests (to the extent valid, perfected, enforceable and non-avoidable) and shall not prime any valid and unavoidable prepetition liens or security interests in any property of the Debtor's estate that had priority over the FP Lenders' prepetition

liens and security interests therein on the petition date, and further, the Replacement Liens shall not prime any valid and unavoidable liens on categories of property that was not FP Lender Collateral as of the petition date; (iii) are and shall be valid, perfected, enforceable, and effective as of the Petition Date without any further action by the Debtor or the FP Lenders and without the execution, filing, or recordation of any financing statements, security agreements, mortgages, or other documents; and (iv) shall secure payment of principal as well as any interest, costs, or other charges to which the FP Lenders may be entitled post-petition. The FP Lenders shall not be granted a lien against any Chapter 5 causes of action.

d) DIP Liens granted to the lender shall remain second and subordinate to the Replacement Liens granted above to each of the FP Lenders upon all categories of property of the Debtor, whether now existing or hereafter acquired or arising, upon which any of the FP Lenders held valid, perfected prepetition liens and security interests as of the petition date, provided, however, that to the extent that any of the FP Lenders' Collateral is at any time converted into Accounts or the proceeds thereof, the DIP Liens shall at all times prime the adequate protection rights and replacement liens of the FP Lenders.; and provided further, that the DIP Liens shall be senior to all other Replacement Liens granted to the FP Lenders.

29. No Alteration of Order by Plan. The terms of this Order shall not be modified, amended, altered, impaired, extended, or affected by any plan of reorganization of the Debtor.

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

31. Immediate Effectiveness. This Order shall be valid, take full effect, and be enforceable immediately upon entry hereof notwithstanding any contrary Bankruptcy Rule or Rule of Civil Procedure and there shall be no stay of execution or effectiveness of this Order.

32. Order Controls. To the extent that any provisions in the DIP Loan Agreement are inconsistent with any of the provisions of this Order, the provisions of this Order shall govern and control. This Order and the documents approved hereunder govern the relationships between and among the parties with respect to the matters addressed herein or therein, and in the event that any prior or future order of this Court is inconsistent with any of the provisions of this Order, the provisions of this Order shall govern in all respect unless such future order expressly provides to the contrary.

33. Retention of Jurisdiction. This Court hereby expressly retains jurisdiction over all persons and entities, co-extensive with the powers granted to the United States Bankruptcy Court under the Bankruptcy Code to enforce the terms of this Order and to adjudicate any and all disputes in connection therewith.

***** END OF ORDER *****

Exhibit "C"

Forest Park Medical Center Ft Worth LLC
 Authorization to Spend (Budget)

Week Beginning	Week 9 3/7/2016	Week 10 3/14/2016	Week 11 3/21/2016	Week 12 3/28/2016	Week 13 4/4/2016	Week 14 4/11/2016	Week 15 4/18/2016	Week 16 4/25/2016	Week 17 5/2/2016
Receipts									
Patient Collections	458	458	458	471	522	522	522	522	542
Net DIP Borrowing/(Repayment) ¹	1,142	302	(119)	689	25	354	(79)	598	67
Other	0	0	0	0	0	0	0	0	0
Total Receipts	1,600	760	339	1,160	547	876	443	1,120	610
Disbursements									
Salaries	-	450	-	490	-	450	-	450	-
Benefits	-	-	-	200	-	-	-	200	-
Contract Labor	3	3	3	3	3	3	3	3	3
Supplies	243	243	243	246	259	259	259	259	289
Prof Fees - Physician	17	17	17	17	17	17	17	17	17
Prof Fees - Other	2	10	-	-	2	-	10	-	-
Outside Services	26	23	62	68	26	21	28	57	73
Utilities	88	-	-	-	88	-	-	-	-
Real Estate/Leases ²	-	-	-	35	-	-	-	-	35
Property Taxes	-	-	-	-	-	-	-	-	-
Mgmt Fees ³	5	5	5	5	5	5	5	5	5
Debt Payments	-	-	-	-	-	-	-	-	-
Franchise Tax	-	-	-	-	-	-	-	-	-
Restructure Cost ³	1,364	-	-	-	112	112	112	112	112
Revolver Fees/Interest	60	-	-	51	-	-	-	-	38
Other	36	10	10	46	36	10	10	18	38
Total Disbursements	1,843	760	339	1,160	547	876	443	1,120	610
Net	(243)	-	-	-	-	-	-	-	-

¹Assumes initial borrowing to cash balance of \$50k, future borrowings to cover disbursements and repayments funded by receipts

²Although there will be an administrative expense for post-petition real estate and equipment lease obligations, it is expected that treatment of these obligations will be incorporated into a new-investor transaction

³Restructuring expenses of retained professionals are anticipated to be paid weekly, one month in arrears.

Forest Park Ft Worth Consolidated 13 Week Cash Flow

Week Beginning \$ in thousands	Week 7 3/7/2016	Week 8 3/14/2016	Week 9 3/21/2016	Week 10 3/28/2016	Week 11 4/4/2016	Week 12 4/11/2016	Week 13 4/18/2016	Week 14 4/25/2016	Week 15 5/2/2016
Volume	9	9	9	9	9	9	9	9	10
Inpatient Surgeries	0	0	0	0	0	0	0	0	0
Inpatient Procedures	27	27	27	27	27	27	27	27	28
Outpatient Surgeries	16	16	16	16	16	16	16	16	17
Outpatient Procedures	52	52	52	52	53	53	53	53	55
Total Cases									

Beginning Bank Cash Balance \$ 293 \$ 50 \$ 50 \$ 50 \$ 50 \$ 50 \$ 50 \$ 50 \$ 50 \$ 50

Operating Cash Flow

Receipts									
Collection on Patient Accounts	458	458	458	471	522	522	522	522	542
I/C Receipts	-	-	-	-	-	-	-	-	-
Operating Receipts	458	458	458	471	522	522	522	522	542
Disbursements									
Payroll	-	450	-	490	-	450	-	450	-
Benefits	-	-	-	200	-	-	-	200	-
Vendor	324	295	329	334	340	309	311	353	369
Insurance	-	-	-	-	-	-	-	-	-
Property Tax	-	-	-	-	-	-	-	-	-
Utilities	83	-	-	-	83	-	-	-	-
Lease Expenses ¹	-	-	-	35	-	-	-	-	35
Mgmt Fees ¹	5	5	5	5	5	5	5	5	5
I/C Disbursements	-	-	-	-	-	-	-	-	-
Franchise Tax	-	-	-	-	-	-	-	-	-
Ordinary Course Professionals	7	10	5	45	7	-	15	-	50
Debt Payments	-	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-	-
Operating Disbursements	419	760	339	1,109	435	764	331	1,008	459
Operating Cash Flow	39	(302)	119	(638)	87	(242)	191	(486)	83
Restructuring/Ch 11 Disbursements ²	1,364	-	-	-	112	112	112	112	112
Net Cash Flow	(1,325)	(302)	119	(638)	(25)	(354)	79	(598)	(29)
Financing Activity ³	1,082	302	(119)	638	25	354	(79)	598	29
Ending Cash Balance	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50

Financing Activity Detail

Beginning Balance	1,142	1,142	1,444	1,325	2,014	2,039	2,393	2,314	2,912
Borrowings	-	760	339	1,160	547	876	443	1,120	610
Repayments	-	458	458	471	522	522	522	522	542
Ending Balance	1,142	1,444	1,325	2,014	2,039	2,393	2,314	2,912	2,979

See attached schedules for detail

¹No payment to equipment lessor Garrison & real estate lessor FPMC Realty are shown based upon anticipation that a change of control transaction will address and settle all obligations under these leases and related documents.

²Estimated fees for Restructuring professionals paid on a weekly basis, one month in arrears. Payment for SSG fee paid concurrent with closing and initial draw on the DIP facility.

³Assumes initial funding during week beginning 3/7 based on current timeline.

	Week 7	Week 8	Week 9	Week 10	Week 11	Week 12	Week 13	Week 14	Week 15
	3/7/2016	3/14/2016	3/21/2016	3/28/2016	4/4/2016	4/11/2016	4/18/2016	4/25/2016	5/2/2016
A&M	406				33.8	33.8	33.8	33.8	33.8
Forshey Prostok	420				35.0	35.0	35.0	35.0	35.0
SSG	98				8.2	8.2	8.2	8.2	8.2
Cohn Reznik	100				11.1	11.1	11.1	11.1	11.1
Arent Fox	150				16.7	16.7	16.7	16.7	16.7
Cole Schotz	20				2.2	2.2	2.2	2.2	2.2
Susan Goodman/PCO	20				5.0	5.0	5.0	5.0	5.0

Exhibit "D"

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION**

In re:	§	
	§	
FOREST PARK MEDICAL CENTER AT	§	Case No. 16-40198-rfn-11
FORT WORTH, LLC,	§	
	§	
Debtor.	§	Chapter 11 Case

FOREST PARK MEDICAL CENTER AT	§	
FORT WORTH, LLC,	§	
	§	
Plaintiff,	§	
	§	
v.	§	Adversary No. 16-04002-rfn
	§	
JEFE PLOVER INTERESTS, LTD.	§	
	§	
Defendant.	§	

**STIPULATION FOR DISMISSAL OF ADVERSARY PROCEEDING
AND ORDER APPROVING SAME**

COME NOW parties to this Adversary Proceeding, Forest Park Medical Center at Fort Worth, LLC ("Hospital"), the Plaintiff herein, Jefe Plover Interests, Ltd. ("Jefe Plover"), the Defendant herein, and enter into this *Stipulation for Dismissal of Adversary Proceeding and*

Order Approving Same (“Stipulation”). In this regard, the Hospital and Jefe Plover have hereby agreed as follows:

Definitions

1. As used in this Stipulation, the following terms shall have the meanings set forth below:

a. The term “Committee” shall refer to the Official Committee of Unsecured Creditors appointed by the United States Trustee in this case;

b. The term “DIP Motion” shall refer to the *Debtor’s Emergency Amended Motion for the Entry of Interim and Final Order Approving Post-Petition Financing Under Sections 364(c) and 364(d)* [Docket No. 70], as supplemented or amended;

c. The term “DIP Order” shall refer the *Order Pursuant to 11 U.S.C. Section 105, 364(c) and 364(d), (i) Approving Post-Petition Financing and (ii) Granting Liens and Providing Superpriority Administrative Expense Status* [Docket No. ____];

d. The term “Note” shall refer to a Secured Promissory Note dated November 1, 2015, executed by the Hospital, as maker, to Jefe Plover, as payee;

e. The term “Security Agreement” shall refer to a document so entitled and executed by the Hospital, as debtor, in favor of Jefe Plover, as secured party. The Security Agreement covers the following “Collateral”:

i) All “accounts” as defined in the Texas Uniform Commercial Code of the Hospital with any and all books and other records relating in any way to the foregoing, including without limitation, computer software, whether on tape, disk, card, strip or cartridge or any other form, and in any case arising from the sale of goods or interest in Debtor in such goods.

ii) All proceeds of any of the foregoing, including without limitation insurance payables, in each case, solely in the accounts of Hospital;

f. The term “Financing Statement” shall refer to a UCC Financing Statement

filing number 15-0035454522 filed with the Secretary of State of Texas on November 4, 2015 on behalf of Jefe Plover;

g. The term "Jefe Plover Lien" shall refer to the security interest granted to Jefe Plover pursuant to the Security Agreement; and

h. Other defined terms not specifically defined in this Stipulation are given the same meaning as in the DIP Order.

Recitals

2. The Hospital commenced this bankruptcy case by filing its petition in bankruptcy on January 10, 2016.

3. On January 12, 2016, Hospital commenced this Adversary Proceeding by filing its *Original Complaint* [Adv. Docket No. 1] against Jefe Plover. In this Adversary Proceeding, Hospital challenges the validity in the execution of the Note, Security Agreement and Financing Statement in favor of Jefe Plover. The Hospital alleges that (i) the granting and perfecting of the security interest pursuant to the Security Agreement and the Financing Statement constituted an avoidable preference pursuant to section 547 of the Bankruptcy Code; and (ii) that the execution and delivery of the Security Agreement and the filing of the Financing Statement were not authorized by the Hospital, and therefore was not binding upon the Hospital and did not create a valid security interest in favor of Jefe Plover. Jefe Plover denies these allegations.

4. Hospital and Jefe Plover have reached an agreement for the subordination of the Jefe Plover Lien to the liens granted to the Lender in the DIP Order and the dismissal without prejudice of this Adversary Proceeding.

5. Accordingly, Hospital and Jefe Plover hereby agree and stipulate as follows:

a. Jefe Plover shall subordinate the Jefe Plover Lien against the Collateral to the rights (including the DIP Liens) granted to the Lender pursuant to the terms of the DIP Order;

b. Jefe Plover's claim pursuant to the Note shall constitute an allowed claim in the amount of \$2,550,000 against the Hospital (subject to the rights of the Committee to challenge the validity and amount of such claim as set forth below). Jefe Plover shall not be required to file a proof of claim and this Stipulation shall constitute all documentation necessary for the allowance of the claim;

c. This Adversary Proceeding shall be dismissed without prejudice. The determination of the validity of the Security Agreement and the Jefe Plover Lien shall be deferred to a later date in another proceeding; and

d. Except as expressly set forth in this Stipulation, the Hospital, Committee and Jefe Plover reserve all rights.

6. For the avoidance of doubt, Jefe Plover will have an allowed claim based on the Note for \$2.55 million which, depending on the validity and enforceability of the Security Agreement and the Jefe Plover Lien, may be a secured or an unsecured claim. Subject to the subordination provisions set forth in the DIP Order, Jefe Plover reserves all rights to assert the validity and enforceability of the Security Agreement and the Jefe Plover Lien while the Hospital and Committee reserve all rights and defenses to contest, defeat or avoid the Security Agreement and the Jefe Plover Lien, including without limitation those set forth in the *Original Complaint*. Similarly, both the Hospital and the Committee reserve the right to seek to subordinate or recharacterize Jefe Plover's allowed claim in accordance with applicable law, and Jefe Plover reserves all rights to resist any such subordination or recharacterization of its allowed claim. Finally, all rights of the Committee whatsoever are reserved as set forth below.

7. This Stipulation shall be binding upon the Hospital's bankruptcy estate and any party claiming by or through the Hospital's bankruptcy estate. Without limiting the foregoing, the Stipulation shall be binding upon the Hospital, as well as any Trustee hereafter appointed pursuant to any chapter of the Bankruptcy Code.

8. Notwithstanding anything to the contrary herein, nothing in this Stipulation shall

affect or otherwise limit the Committee's rights to challenge any and all claims of Jefe Plover for any reason whatsoever, including challenges to the validity and/or amount of Jefe's Plover's secured and/or unsecured claims. For the avoidance of doubt, the Committee has not agreed that Jefe Plover's claim pursuant to the Note shall constitute an allowed claim in the amount of \$2,550,000 against the Hospital and retains all rights to challenge the validity and amount of such claim (and all other claims of Jefe Plover) on any grounds whatsoever until confirmation of any plan in this case.

9. The recitals contained in paragraphs 2 through 4 above are set forth solely for the purposes of this Stipulation. No description or characterization contained in the above recitals shall not waive, effect or impair any parties' rights except as expressly otherwise set forth herein.

SO STIPULATED AND EFFECTIVE March ____, 2016.

/s/ J. Robert Forshey
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COUNSEL FOR JEFE PLOVER

ORDER

The Court hereby approves this Stipulation and so ORDERS as set forth above. A copy of this Stipulation shall be filed both in the Adversary Proceeding and in the main bankruptcy case. The Clerk of the Court is directed to close this Adversary Proceeding.

End of Order

L:\BFORSHEY\Forest Park FW (C11) #5770#ADV 16-04002-rfn (Forest Park FW v Plover)\Stipulation to Dismiss Adv (final) 3.1.16.docx

SERVICE LIST

Service List

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