



IT IS ORDERED as set forth below:

Date: January 14, 2015

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

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

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

**CORRECTED SECOND INTERIM ORDER GRANTING MOTION FOR
AUTHORITY TO USE CASH COLLATERAL**

THIS CAUSE came before the Court at a hearing at 9:30 a.m. on January 7, 2015 (the “**Hearing**”), to consider continued interim relief pursuant to the Motion for Authority To Use Cash Collateral And Request For Emergency Hearing, Docket No. 7 (the “**Motion**”), filed on November 20, 2014, by Hutcheson Medical Center, Inc. and (“**HMC**”) and Hutcheson Medical Division, Inc. (“**HMD**”), debtors and debtors-in-possession (collectively, the “**Debtors**”) in these chapter 11 cases (the “**Cases**”), pursuant to sections 105, 361, 362, 363 and 507(b) of title 11 of the United States Code (the “**Bankruptcy Code**”) and Rules 2002, 4001, and 6004 of the Federal Rules of

Bankruptcy Procedure (the “**Bankruptcy Rules**”), seeking the entry of an order granting, *inter alia*, the following relief:

a. Authorization under section 363 of the Bankruptcy Code and Bankruptcy Rules 4001(b) and 6004 for the Debtors to use as cash collateral (as defined in Section 363(a) of the Bankruptcy Code) the proceeds and any revenues from the Prepetition Collateral (as defined below) (the “**Cash Collateral**”) that the Debtors are holding or may obtain for general working capital purposes and general corporate purposes relating to the postpetition operations in accordance with the terms of the Debtors’ proposed budget (the “**Budget**”), a copy of which is annexed hereto as **Exhibit A**;

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

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

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

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

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

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

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

deliberation and consideration, and good and sufficient cause appearing therefor, it is hereby found:¹

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

B. Debtors In Possession. Each of the Debtors is continuing in the management and operation of their businesses and properties as debtors in possession pursuant to sections 1107 and 1108 of the Bankruptcy Code, and no trustee or examiner has been appointed in these Cases. HMC operates the 179-bed hospital (the “**Hospital**”) and related ancillary facilities, including, without limitation, a skilled nursing home and an ambulatory surgery center, located in Ft. Oglethorpe, Georgia, known as Hutcheson Medical Center (collectively, the “**Medical Center**”). The Medical Center is a vital part of the Northwest Georgia community, including the Counties”, employing in excess of 700 individuals and providing an important resource by serving the healthcare needs of the residents of the community. More than 200 of the area’s finest physicians with privileges at the Medical Center, along with experienced registered nurses and highly trained clinical staff, provide compassionate, cost-effective healthcare to the community.

i. Real Property. HMC leases certain of the land and buildings that comprise the Medical Center, including, without limitation, the land and buildings on which the Hospital and the skilled nursing home are located (the “**Subject Property**”), pursuant to that long term Lease (as amended and modified from time to time, the “**Lease**”), dated as of January 24, 1995,

¹ To the extent any portion of these findings constitutes a ruling of law, such portion shall constitute this Court’s ruling with respect to the matters so-stated.

between HMC and the Authority. The Authority owns the Subject Property. The Subject Property is critical to HMC's continued operation of the Medical Center. HMC owns the ambulatory surgery center (the "**Surgery Center**"), located on Battlefield Parkway, Ft. Oglethorpe, Georgia, which is part of the Medical Center.

ii. *Personal Property.* The Debtors have receivables and or payment rights from Medicare, Medicaid, and other payors for healthcare services they provide (collectively, the "**Receivables**"). As of the Petition Date, the total outstanding balance of the Receivables on HMC's books exceeded \$70 million, while the estimated balance owed on "current" Receivables exceeded \$12 million. In addition, the Debtors own other valuable personal property assets, including, without limitation, cash on hand, furniture, fixtures, equipment, inventory, intellectual property and various causes of action.

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

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

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

F. *Notice.* Notice of the Motion, the relief requested in the Motion, and the Hearing was served by the Debtors on the Notice Parties. Under the circumstances, the notice given by the Debtors of the Motion, the relief requested in the Motion, and the Hearing: (i) was, in the Debtors'

good faith belief, the best available under the circumstances; (ii) constitutes due and sufficient notice thereof; and (iii) complies with Bankruptcy Rules 4001(b) and 4001(c). No further notice of the relief sought at the Hearing is necessary or required.

G. Prepetition Secured Debt. Subject to the provisions of this Second Interim Order, the Debtors acknowledge and stipulate the following prepetition secured obligations (as set forth more fully in the Motion) are asserted by the Secured Parties against the Debtors:

i. Regions Prepetition Secured Debt:

a. Prior to the Petition Date, HMC and Regions entered into, or caused the entry, of those certain “**Financing Documents**” listed on Exhibit B hereto and incorporated herein by reference. To secure the obligations to Regions under the Financing Documents, HMC has granted Regions properly perfected, first priority liens on and security interests in and to all of HMC’s rights, title and interests in and to the following property (the “**Regions Prepetition Collateral**”): (i) real property, improvements and fixtures comprising the Surgery Center; and (ii) all of HMC’s respective personal property, both tangible and intangible, including, without limitation, the following property: certificates of need and licenses for any and all facilities owned and/or operated by HMC to the extent permitted by law; furniture, fixtures and equipment (that are not leased from an unrelated third party); deposit accounts (including the Collateral Proceeds Account (as defined in the Forbearance Agreement)); inventory; intellectual property; contracts and leases; general intangibles (including enterprise value); all other tangible and intangible property, including the Receivables, and the cash proceeds of the foregoing.

b. As of the Petition Date, Regions asserts that the amounts due and owing to Regions under the Financing Documents exceed \$25,000,000.00 (the “**Regions Claim**”),

including principal, interest, attorneys' fees and other charges allowed under the Financing Documents.

c. U.S. Foods asserts a valid, properly perfected security interest in certain goods of the Debtors (the "**U.S. Foods Prepetition Collateral**") to secure the Debtors' prepetition obligations to U.S. Foods pursuant to: (i) a security interest allegedly granted by HMC in favor of U.S. Foods under the terms of a Customer Account Application executed on or about September 26, 2012, and (ii) a UCC-1 financing statement filed on or about October 3, 2012, with the Clerk of the Superior Court of Fayette County, Georgia, File No. 056-2012-001495 (collectively, the "**U.S. Foods Credit Documents**"). U.S. Foods asserts that one or both Debtors was indebted to it on the Petition Date in the approximate amount of \$265,000.00 (the "**U.S. Foods Claim**"). The Regions Prepetition Collateral and the U.S. Foods Prepetition Collateral shall be referred to collectively herein as the "**Prepetition Collateral.**"

H. *Interim Use of Cash Collateral.* On November 25, 2014, the Court enter that certain "Interim Order Granting Motion for Authority to Use Cash Collateral," Docket No. 31 (the "**First Interim Order**"), which approved the Motion on an interim basis to allow the Debtors emergency use of Cash Collateral pursuant to the terms set forth therein.

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

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

ii. *Ongoing Need.* The Debtors have an ongoing need for the use of Cash Collateral to operate their business and maximize their prospects for a successful reorganization. The access of the Debtors to sufficient working capital and liquidity through the use of the Cash

Collateral is vital to the preservation and maintenance of the going concern value of the Debtors. Absent the continued interim use of the Cash Collateral, the Debtors will not have sufficient sources of working capital to continue as a community based, acute care provider of essential medical services and maintain the value of their assets. The ability of the Debtors to pay their medical staff and other employees, provide critical patient care, maintain business relationships with vendors and suppliers, purchase new inventory, and otherwise finance their operations is essential to the Debtors' continued viability and the ultimate process of reorganizing the Debtors or selling some or all of the Debtors' assets on a going concern basis to a stronger financial partner. Without the continued use of Cash Collateral as provided in this Second Interim Order pending a final hearing on the Motion, serious and irreparable harm could result not only to the Debtors' operations, but to the very persons who depend upon the Debtors' services, including, but not limited to, the Debtors' underserved patient population.

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

iv. *Irreparable Harm.* Absent granting the relief set forth in this Second Interim Order, the Debtors' estates will be immediately and irreparably harmed. Continued use of Cash Collateral in accordance with the provisions of this Second Interim Order is therefore in the best interests of the Debtors' estates and their creditors.

J. Findings Regarding the Need for Adequate Protection.

i. The Debtors have requested the use of the Secured Parties' Cash Collateral.

The Secured Parties do not consent to the continued use of Cash Collateral except upon the terms and conditions of this Second Interim Order.

ii. The Debtors wish to provide adequate protection of the liens and security interests of the Secured Parties as set forth in this Second Interim Order. In consideration for the Debtor' use of Cash Collateral, the Secured Parties shall be entitled to receive adequate protection, as set forth in this Second Interim Order and pursuant to sections 361, 363 and 364 of the Bankruptcy Code, for any diminution in the value of their respective interests in the Prepetition Collateral resulting from, among other things, use of Cash Collateral, the Debtors' use, sale or lease of such Prepetition Collateral, and the imposition of the automatic stay from and after the Petition Date (collectively, and solely to the extent of such diminution in value, the "**Diminution in Value**").

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

IT IS HEREBY ORDERED, as follows:

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

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

(a) Subject to the terms and conditions contained herein, the Debtors are authorized to use Cash Collateral through the earlier of (i) February 20, 2015, (ii) the occurrence of a Cash Collateral Termination Event (as defined below), and (iii) the entry of a final order (the,

“**Final Order**”) authorizing the use of Cash Collateral (collectively, the “**Usage Period**”); provided, however, that such use of Cash Collateral in accordance with this Second Interim Order shall be limited solely for the actual and necessary expenses of operating the Debtors’ businesses and administering these bankruptcy estates during the Usage Period as set forth in the Budget, which Budget shall be in form and substance acceptable to and approved by Regions in its sole discretion and shall only be amended or modified with prior written consent of Regions.

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

(c) Notwithstanding anything in this Second Interim Order to the contrary, Cash Collateral shall not include: (i) any cash, securities or funds on deposit with or held by Regions that are not operating revenues, including any funds securing the Letters of Credit (as defined in Exhibit B); or (ii) proceeds of any lease, sublease, license or sale outside the ordinary course of business of any of the Debtors’ assets, including, without limitation, the Prepetition Collateral (together, the “**Extraordinary Proceeds**”). Nothing in this Second Interim Order or any subsequent order concerning the extension of debtor in possession financing to the Debtors or the use of cash collateral by the Debtors shall entitle the Debtors to use any portion of the

Prepetition Collateral, except as expressly authorized herein, and no lien or other interest may be granted in the Prepetition Collateral to any third party, including, but not limited to, any debtor in possession lender without Regions' prior written consent.

3. **Adequate Protection.**

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

i. *Replacement Lien.* In consideration for the use of the Cash Collateral by the Debtors on and after the Petition Date, each of the Secured Parties is hereby granted a valid, perfected and enforceable continuing replacement lien and security interest (the "**Replacement Lien**"), equivalent to a lien granted under section 364(c) of the Bankruptcy Code, in and upon all assets of the Debtors existing on or after the Petition Date of the same nature and type, and to the same extent and validity, as the Prepetition Collateral securing the Regions Claim and the U.S. Foods Claim, respectively, including, without limitation, all of the Debtors' post-petition Receivables, contract rights, inventory, furniture, machinery and equipment, licenses, general intangibles, and such other property in which each of the Secured Parties had an interest prior to the initiation of these Cases, whether such property was owned on the Petition Date or thereafter created, acquired or arising, and improvements, additions and extensions thereto, all replacements thereof, all books and records with respect thereto and all products and proceeds of the foregoing, specifically including any proceeds of the foregoing deposited in bank accounts opened prepetition by the Debtors, the accounts opened by the Debtor after the Petition Date and the accounts themselves, subject only to the U.S. Trustee Fees and Ombudsman Fees, to the same

extent, validity, perfection, enforceability and priority of the liens and security interests of the Secured Parties in the Prepetition Collateral as of the Petition Date. Notwithstanding anything to the contrary herein, the Replacement Lien shall not extend to the proceeds of any avoidance actions received by the Debtors or their estates pursuant to sections 544, 547, 548, 549 or 550 of the Bankruptcy Code (“**Avoidance Actions**”).

ii. *Supplemental Lien.* As additional adequate protection, and solely to the extent of any Diminution in Value resulting from Debtors’ use of Cash Collateral, each of the Secured Parties is hereby granted a valid, perfected and enforceable continuing supplemental lien and security interest (the “**Supplemental Lien**”) in all of the assets of the Debtors of any kind or nature whatsoever within the meaning of section 541 of the Bankruptcy Code, whether acquired or arising prepetition or postpetition, together with all proceeds, rents, products, and profits thereof inclusive of all causes of action of any kind or nature (excluding the Avoidance Actions and the proceeds thereof), subject only to prior valid and perfected liens existing as of the Petition Date and the U.S. Trustee Fees and Ombudsman Fees.

iii. *Treatment of the Adequate Protection Lien.* Unless otherwise provided herein, each of the Replacement Lien and Supplemental Lien (together, the “**Adequate Protection Liens**”) shall be valid and enforceable against the Debtors, their estates and any successors thereto, including without limitation, any trustee, the Committee, or other estate representative appointed in the Cases, or any case under chapter 7 of the Bankruptcy Code upon the conversion of any of the Cases, or in any other proceedings superseding or related to any of the foregoing (collectively, “**Successor Cases**”), and/or upon the dismissal of any of the Cases or

Successor Cases. The Adequate Protection Liens shall not be subject to sections 506(c), 510, 549, or 550 of the Bankruptcy Code.

iv. *Additional Liens.* The assets subject to the Adequate Protection Liens (the “**Post-Petition Collateral**”) shall be in addition to (a) all other rights of Regions under the Financing Documents, including its liens and security interests in the Regions Prepetition Collateral, and (b) all other rights of U.S. Foods under the U.S. Foods Credit Documents, including its liens and security interests in the U.S. Foods Prepetition Collateral. The Adequate Protection Liens shall not be: (A) subject or subordinate to (1) any lien or security interest that is avoided and preserved for the benefit of the Debtors and their estates under section 551 of the Bankruptcy Code, (2) any liens arising after the Petition Date, including, without limitation, any liens or security interests in favor of any federal, state, municipal or other government unit, commission, board or court for any tax liability of the Debtors, whether secured or unsecured, including property taxes for which liability is *in rem*, *in personam*, or both, except a tax of a kind specified in section 507(a)(8) of the Bankruptcy Code and any real property tax liens afforded senior priority under state law, or (3) any intercompany or affiliate liens of the Debtors; or (B) subordinated to or made *pari passu* with any other lien or security interest under sections 363 or 364 of the Bankruptcy Code or otherwise.

v. *Financial Information.* As additional adequate protection of Regions’ security interests in the Cash Collateral, the Debtors shall allow Regions reasonable access during normal business hours to the premises, officers, employees, auditors, appraisers and financial advisors of the Debtors in order to conduct reviews, appraisals, analyses and/or audits of the Prepetition Collateral, the Post-Petition Collateral, and the Debtors’ books and records, and

shall otherwise reasonably cooperate in providing any other financial information requested by Regions. The Debtors shall furnish such other reports and information as may be reasonably requested from time to time by Regions, all such reports to be certified by the Debtors' chief financial officer or chief executive officer. From and after the entry of this Second Interim Order, the Debtors shall provide to Regions and the Committee on Wednesday of each week, a weekly report certified by the Debtors' chief executive officer (or designee) and in the same form as the Budget indicating all receipts received and disbursements made by the Debtors in the week ending the prior Friday compared to the Budget and detailing any variances of more than 5% and at least \$10,000 from the expenditures and receipts in the Budget. Regions shall have independent access to the Debtors' financial advisor and investment banker to discuss matters relating to the Cases. The Debtors shall deliver to Regions and the Committee as soon as available, but no later than twenty (20) days after the last day of each month, a consolidated balance sheet, cash flow statement and income statement covering the Debtors' operations for the prior month, prepared under GAAP, consistently applied, certified by the Debtors' chief executive officer (or designee) and in a form acceptable to Regions.

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

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

5. **Accounting**. The Debtors shall at all times (a) sequester, segregate and account for all Cash Collateral that comes into their possession, custody or control, (b) keep and provide upon request records reasonably sufficient for the Secured Parties to determine the status of Cash Collateral collections and expenditures, and (c) shall provide to counsel for the Secured Parties copies of the monthly operating reports filed with this Court and with the Office of the United States Trustee.

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

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

8. **Perfection of Adequate Protection Liens**. This Second Interim Order shall be sufficient and conclusive evidence of the validity, perfection, and priority of the Adequate Protection Liens without the necessity of filing or recording any financing statement, mortgage, notice of lien or other instrument or document which may otherwise be required under the law or regulation of any jurisdiction or the taking of any other action (including, for the avoidance of doubt, entering into any deposit account control agreement) to validate or perfect (in accordance

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

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

10. **Failure of Adequate Protection.** The terms and conditions of this Second Interim Order are intended to provide each of the Secured Parties with adequate protection for its interest in property of the Debtors. Nothing herein shall be construed as an admission by the Secured Parties that their respective interests in property of the Debtors, including Cash Collateral, is adequately protected.

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

(a) The Debtors' authority to use Cash Collateral pursuant to the terms of this Second Interim Order will terminate without any further action by the Bankruptcy Court seven (7) days after written notification sent by Regions to the Debtors, the Committee, U.S. Foods, the Ombudsman, and the U.S. Trustee of the occurrence of any of the following (each a "**Cash Collateral Termination Event**"):

- (i) the incurrence by the Debtors of administrative expenses or any other amounts of a type not set forth in the Budget, or in excess of the amounts set forth in the Budget, subject to any authorized variances;
- (ii) payment of claims or amounts or at the times not set forth in the Budget, subject to any authorized variances;
- (iii) the failure of the Debtors to timely pay all U.S. Trustee Fees;
- (iv) any of the Cases are dismissed or converted to a proceeding under chapter 7 of the Bankruptcy Code;
- (v) the earlier of (a) the date of the entry of an order of this Court appointing a chapter 11 trustee or an examiner with enlarged powers (beyond those set forth in sections 1104(c) and 1106(a)(3) and (4) of the Bankruptcy Code); or (b) the date the Debtors file a motion, application or other pleading consenting to or acquiescing in any such appointment;
- (vi) the closing of a sale of all or substantially all of the Debtors' assets;

- (vii) the Court suspends the Cases under section 305 of the Bankruptcy Code;
- (viii) the Debtors fail to comply with, keep, observe or perform any of their agreements or undertakings under this Second Interim Order;
- (x) entry of an order confirming a chapter 11 plan in the Cases and the occurrence of the effective date of such plan;
- (xi) this Second Interim Order becomes stayed, reversed, vacated, amended, suspended or otherwise modified in any respect without the prior written consent of Regions;
- (xii) an adversary proceeding or contested matter is commenced by the Debtors, or any other person or entity, challenging the validity, extent, enforceability, priority or extent of the Regions' liens or claims, including the Regions Claim;
- (xiii) imposition of orders, penalties or fines by any governmental agency or unit which does or could, if not cured promptly, result in the cessation of operations of the Debtors; or
- (xIv) the Debtors' failure to obtain approval of an updated Budget pursuant to Paragraph 2(a) of this Second Interim Order.

(b) *Rights Upon Termination Event.* Seven (7) days after Regions provides such notice referenced above in subsection (a) of this Section, Regions shall be entitled to seek relief from the automatic stay and the Debtors and the Committee consent to such motion being scheduled and heard on an expedited basis following notice.

(c) *Termination Without Notice and Right of Temporary Use of Cash Collateral.* In addition to the Cash Collateral Termination Events above, in the event a final order authorizing the use of the Cash Collateral has not been entered on or before February 20, 2015, in form and substance acceptable to Regions, the Debtors' authority to use the Cash Collateral shall automatically terminate without notice or rights of the Debtors for temporary use thereof.

12. **Unauthorized Use of Cash Collateral.** Notwithstanding anything herein to the contrary, no Cash Collateral or proceeds of Prepetition or Post-Petition Collateral shall be used for the purpose of: (a) objecting to, or contesting in any manner, or raising any defenses to, the validity, amount, extent, perfection, priority, or enforceability of the Regions Prepetition Collateral, the Post-Petition Collateral, the Regions Claim or any liens or security interests with respect thereto, or any other rights or interests of Regions therein; (b) asserting any claims, defenses or causes of action, including, without limitation, any actions under chapter 5 of the Bankruptcy Code, against Regions, including with respect to payments made pursuant to the Financing Documents; (c) asserting any other claims, defenses or causes of action against Regions or its respective agents, affiliates, subsidiaries, directors, office, representatives, attorneys or advisors; (d) preventing, hindering or otherwise delaying Regions' assertion, enforcement or realization on the Prepetition Collateral or Post-Petition Collateral; (e) seeking to modify any of the rights granted to Regions hereunder; (f) paying any amounts not otherwise provided for in the Budget; (g) invalidating, setting aside, avoiding or subordinating, in whole or part, any of Regions' liens on any Prepetition Collateral or Post-Petition Collateral; or (h) modifying Regions' rights hereunder. Notwithstanding the foregoing, proceeds of Cash Collateral may be used by the Debtors or Committee during the Usage Period for reviewing applicable filings, documents and other papers and information necessary to evaluate the asserted validity, amount, extent, perfection, priority, or enforceability of the Prepetition Collateral, the Post-Petition Collateral, the Regions Claim, U.S. Foods Claim or any liens or security interests with respect thereto, or any other rights or interests of Regions or US Foods therein, and the existence of any defenses thereto. Should the Debtors or Committee use Cash Collateral for any purpose not authorized herein, the

security interest and lien of Regions granted hereunder shall automatically attach to any assets acquired with such Cash Collateral.

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

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

15. **Rights Preserved.** Other than as expressly set forth in this Second Interim Order, the Debtors, Regions, U.S. Foods, the Committee and all other parties in interest reserve all rights, defenses, claims or privileges (whether legal, equitable or otherwise) with respect to any relief in this Second Interim Order or request for a final order on the usage of Cash Collateral, and all such rights, defenses, claims or privileges of the Debtors, the Committee, U.S. Foods and Regions are preserved. Further, Regions reserves all rights to request additional adequate protection, including, without limitation: (a) a super-priority administrative expense claim pursuant to section 507(b) of the Bankruptcy Code against all assets of the estates; (b) a limitation of the Debtors’ right to surcharge against the Prepetition Collateral, pursuant to section 506(c) of the Bankruptcy Code; (c) a release and waiver of claims against Regions; (d) requirement that the Debtors meet certain

bankruptcy related milestones related, *inter alia*, to the sale of their assets and confirmation of plan of reorganization; (e) a finding that the Regions Claim is allowed and secured by first priority liens on and security interests in the Prepetition Collateral and not subject to avoidance or equitable subordination pursuant to the Bankruptcy Code or applicable non-bankruptcy law; and (g) such other adequate protection that Regions deems required under the circumstances.

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

17. **Effect of Second Interim Order.**

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

(b) Notwithstanding anything to the contrary in subparagraph (a) of this Paragraph, the provisions of this Second Interim Order is without prejudice to, without limitation,

the rights of the Committee, as set forth herein, to challenge the validity, amount, perfection, priority, extent or enforceability of the Regions Claim, including Regions' liens on and security interest in the Prepetition Collateral (a "**Committee Challenge**"). Any Committee Challenge must be made on or before seventy-five (75) days after the entry of this Second Interim Order (the "**Challenge Period**"), after which time any such challenges shall be deemed finally and conclusively barred; provided, further, if one or more claims are timely made under this subparagraph and properly filed, then except for such timely and properly filed claim(s), all other potential claims and causes of action of any kind or nature against Regions are hereby deemed forever waived and relinquished. The Challenge Period shall only be extended upon Regions' prior written consent or further order of the Court. Regions reserves any and all defenses, claims, and counterclaims with respect to any such challenge or the extension of the Challenge Period.

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

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

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

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

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

23. **Final Hearing; Notice of Final Hearing.** Upon execution of this Second Interim Order and pursuant to Bankruptcy Rule 4001(d), the Debtors shall serve a copy of this Second Interim Order by first class mail on all of the Notice Parties. All interested parties are hereby given notice by service of the Second Interim Order of the effective date of the Second Interim Order. Any objection to the entry of the Final Order must be filed with the Court and served on or before **February 13, 2015**, upon counsel for the following: (a) the Debtor, J. Robert Williamson,

Scroggins & Williamson, 1500 Candler Building, 127 Peachtree Street, N.E., Atlanta, Georgia 30303; (b) Regions, (i) Waller Lansden Dortch & Davis, LLP, 511 Union Street, Suite 2700, Nashville, TN 37219, Attention: David Lemke, Esq. and Robert P. Sweeter, Esq. and (ii) Burr & Forman, LLP, 171 17th Street NW, Suite 1100, Atlanta, Georgia 30363, Attention: Erich N. Durlacher, Esq.; (c) U.S. Foods, Leah Fiorenza McNeill, Bryan Cave LLP, One Atlantic Center-14th Floor, 1201 W. Peachtree Street, NW, Atlanta, GA 30309-3488, and (d) the Committee, Greenberg Traurig, LLP, 3333 Piedmont Road, NE, Suite 2500, Atlanta, GA 30305, Attention David B. Kurzweil, Esq. and John D. Elrod, Esq. The Final Hearing on the Motion and any timely filed objections to this Second Interim Order will be held before the Court on the **18th day of February, 2015, at 9:25 a.m.**, in Courtroom 342, Federal Building, 600 E 1st St, Rome, GA 30161.

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

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

24. **Notices.** All notices, requests, demands, waivers and other communications required or permitted to be given under this Second Interim Order shall be in writing and shall be deemed to have been duly given if (a) delivered personally, (b) mailed by first-class, registered or certified mail, return receipt requested, postage prepaid, or (c) sent by next-day or overnight mail or delivery or (d) sent by facsimile.

i. If to the Debtors to:

J. Robert Williamson, Esq.
Scroggins & Williamson
1500 Candler Building
127 Peachtree Street, N.E.
Atlanta, GA 30303
Email: rwilliamson@swlawfirm.com

ii. If to Regions:

David E. Lemke, Esq.
Robert P. Sweeter, Esq.
Waller Lansden Dortch & Davis, LLP
511 Union Street, Suite 2700
Nashville, TN 37219
Email: david.lemke@wallerlaw.com

and

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

iii. If to the Committee:

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

iv. If to U.S. Foods

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

v. If to the Ombudsman:

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

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

[End of Document]

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

/s/ J. Robert Williamson
J. ROBERT WILLIAMSON
Georgia Bar No. 765214
ASHLEY REYNOLDS RAY
Georgia Bar No. 601559
1500 Candler Building
127 Peachtree Street, NE
Atlanta, GA 30303
T: 404-893-3880
E: rwilliamson@swlawfirm.com
aray@swlawfirm.com
Counsel for the Debtor

EXHIBIT A

(Budget)

	6	7	8	9	10	11	12	13	14	Total
	12/29/2014	1/5/2015	1/12/2015	1/19/2015	1/26/2015	2/2/2015	2/9/2015	2/16/2015	2/23/2015	
STARTING CASH DAY 12/29										
	\$	1,091,561								
CASH IN										
Weekly Revenue	533,505	1,215,107	1,527,500	970,122	939,887	1,828,750	1,008,750	1,230,122	984,750	10,238,493
TOTAL CASH IN	\$	\$ 533,505	\$ 1,215,107	\$ 970,122	\$ 939,887	\$ 1,828,750	\$ 1,008,750	\$ 1,230,122	\$ 984,750	\$ 10,238,493
CASH OUT										
Net Pay	38,809	675,000	45,000	675,000	45,000	675,000	45,000	675,000	45,000	2,918,809
Payroll Taxes	331,459	24,152	321,000	17,000	321,000	17,000	321,000	17,000	321,000	1,690,611
Sales Tax	-	3,287	-	-	-	-	-	-	-	3,287
Bed Tax	-	101,000	-	-	-	76,000	-	-	-	76,000
Benefits	46,012	50,000	87,040	50,000	-	50,000	50,000	50,000	50,000	433,052
Utilities / utility deposits	731	6,990	85,140	171,978	17,203	6,761	70,525	1,899	81,203	442,429
Insurance	5,345	-	252,716	-	338,090	-	-	-	38,446	634,597
US Trustee Fee	-	-	-	-	13,975	-	-	-	-	13,975
Debtor's Professionals	-	-	-	175,000	-	-	-	125,000	-	300,000
Hospital Authority Lease Payments	-	-	-	10,000	-	-	-	-	-	10,000
Ombudsman	-	-	10,000	-	-	-	-	10,000	-	30,000
Notice Agent	-	-	25,000	-	-	-	-	-	10,000	35,000
Committee Professional Fees	-	-	-	55,000	-	-	-	-	-	135,000
Other Operating Expenses & Overhead	595,537	433,657	356,357	342,906	423,813	402,906	336,161	368,106	297,262	3,556,702
TOTAL CASH OUT	\$	\$ 1,017,893	\$ 1,182,252	\$ 1,506,884	\$ 1,159,081	\$ 1,227,667	\$ 822,686	\$ 1,327,005	\$ 842,911	\$ 10,203,462
WEEKLY NET CASH	\$	\$ (484,388)	\$ (78,979)	\$ (536,762)	\$ (219,194)	\$ 601,083	\$ 186,064	\$ (96,883)	\$ 141,839	
CUMULATIVE NET CASH	\$	\$ 607,173	\$ 528,194	\$ 873,441	\$ 336,680	\$ 718,570	\$ 904,634	\$ 807,752	\$ 949,591	

EXHIBIT B

(Financing Documents)

1. Master Trust Indenture, dated as of May 1, 2008, between HMC and its non-debtor affiliate Hutcheson Healthcare Enterprises, Inc. (“**HHE**”), as Obligated Issuers (defined therein), and Regions, as trustee (in such capacity, the “**Master Trustee**”) (as amended, restated, supplemented or otherwise modified from time to time, including, without limitation, by (A) the First Supplemental Master Trust Indenture, dated as of May 1, 2008, (B) the Second Supplemental Master Trust Indenture, dated as of May 1, 2008, and (C) the Third Supplemental Master Trust Indenture, dated as of May 1, 2008, each between HMC and the Master Trustee, collectively, the “**Master Indenture**”).
2. Loan Agreement, dated May 1, 2008, between the Authority and HMC, which was assigned by the Authority to the Master Trustee (the “**Loan Agreement**”).
3. 2008-1 Master Note, dated as of May 1, 2008, issued by HMC in favor of the Master Trustee (as amended, restated, supplemented, replaced or otherwise modified from time to time, the “**2008-1 Master Note**”),
4. 2008-2 Master Note, dated as of May 1, 2008, issued by HMC in favor of Regions (as amended, restated, supplemented, replaced or otherwise modified from time to time, the “**2008-2 Master Note**”).
5. 2008-3 Master Note, dated as of May 1, 2008, issued by HMC in favor of Regions (as amended, restated, supplemented, replaced or otherwise modified from time to time, the “**2008-3 Master Note**” and together with the 2008-1 2008-2 Master Note, the “**Master Notes**”).
6. Reimbursement Agreement, dated as of May 1, 2008, between HMC and Regions (as amended, restated, supplemented or otherwise modified from time to time, the “**Reimbursement Agreement**”).
7. Regions Bank Irrevocable Letter of Credit No. 55102642, dated as of May 28, 2008 (as amended, supplemented, extended or otherwise modified from time to time, the “**2008 LC**”).
8. ISDA Master Agreement, dated as of May 28, 2008, between Regions and HMC, including all Schedules and Confirmations relating to same (as amended, restated, supplemented or otherwise modified from time to time, the “**Swap Agreement**”).
9. Deed to Secure Debt, Security Agreement and Assignment of Rents, dated as of May 1, 2008, executed by HMC in favor of Regions and recorded on June 2, 2008, in deed book 1439, page 175, with the Clerk of Catoosa County, Georgia (as amended, restated, supplemented or otherwise modified from time to time, the “**HMC Security Deed**”).

10. Agreement Not to Encumber or Convey Property, dated as of May 1, 2008, executed by HMC in favor of Regions and recorded on June 2, 2008, in deed book 1439, page 162, with the Clerk of Catoosa County, Georgia (as amended, restated, supplemented or otherwise modified from time to time, the “**Agreement Not to Encumber**”).
11. Environmental Indemnity Agreement, dated as of May 1, 2008, among HMC, HHE and Regions (as amended, restated, supplemented or otherwise modified from time to time, the “**Environmental Indemnity Agreement**”).
12. Letter Agreement, dated as of March 29, 2011, between Regions and HMC, and acknowledged by HHE (as amended, restated, supplemented or otherwise modified from time to time, the “**2011 Letter Agreement**”).
13. Regions Bank Letter of Credit No. 01814768 in the amount of \$1,050,000 for the benefit of Safety National Casualty Corporation (the “**National LC**”).
14. Regions Bank Letter of Credit No. 55104971 in the amount of \$183,042 for the benefit of The Cincinnati Insurance Company (the “**Cincinnati LC**”, collectively with the 2008 LC and the National LC, the “**Letters of Credit**”).
15. Forbearance Agreement, dated as of May 23, 2014, among Regions, HMC and HHE, the Authority and Walker County, Georgia (the “**Forbearance Agreement**”).
16. Lockbox Account Agreement, dated as of October 1, 2014, between Regions, HMC, and HHE (the “**Lockbox Agreement**”).
17. Collateral Assignment of Lease Agreement, dated as of July 3, 2014, between HMC and Regions (the “**HMC Lease Assignment**”).
18. Collateral Assignment of Lease Agreement, dated as of July 3, 2014, between the Authority and Regions (the “**Authority Lease Assignment**”).
19. Letter Agreement, dated as of September 23, 2014, between Regions, HMC, HHE, the Authority and Walker County, GA, relating to use of Cash Proceeds (the “**2014 Letter Agreement**”).
20. Deed to Secure Debt, Security Agreement and Assignment of Rents and Leases, dated as of May 1, 2008, from the Authority to Regions granting a lien on approximately 65 acres adjacent to the Hospital property (the “**Authority Security Deed**”).
21. UCC-1 Financing Statements from June 2008 (and continuation statements from December 2012) in the name of Regions Bank, as Master Trustee (Gross Revenues) (the “**2008 UCC**”).
22. UCC Financing Statements filed May 27, 2014, in the name of Regions Bank (All Assets) (the “**2014 UCC**”).

The Master Indenture, the Loan Agreement, the Master Notes, the Reimbursement Agreement, the 2008 LC, the Swap Agreement, the HMC Security Deed, the Agreement Not to Encumber, the Environmental Indemnity Agreement, the 2011 Letter Agreement, the Letters of Credit, the Forbearance Agreement, the Lockbox Agreement, the HMC Lease Agreement, the Authority Lease Assignment, the 2014 Letter Agreement, the Authority Security Deed, the 2008 UCC, the 2014 UCC and each other document, instrument or agreement from time to time executed and delivered in connection with such documents, instruments and agreements (including, without limitation, will be referred to herein, collectively, as the “**Financing Documents**”).

Distribution List

J. Robert Williamson
Scroggins & Williamson
1500 Candler Building
127 Peachtree Street, N.E.
Atlanta, GA 30303

Office of the United States Trustee
362 Richard Russell Federal Building
75 Spring Street, S.W.
Atlanta, Georgia 30303

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

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

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