

SO ORDERED: September 2, 2014.




James M. Carr
United States Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION

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In re: :
 :
Monroe Hospital, LLC,¹ : Case No. 14-07417-JMC-11
 :
Debtor. :
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**FINAL ORDER (I) AUTHORIZING THE DEBTOR'S USE OF CASH
COLLATERAL, (II) GRANTING ADEQUATE PROTECTION TO THE
DEBTOR'S PREPETITION SECURED LENDERS AND TO CARDINAL
HEALTH, (III) AUTHORIZING THE DEBTOR TO OBTAIN POSTPETITION
FINANCING, AND (IV) GRANTING LIENS TO THE POSTPETITION LENDER**

This matter came before this Court on the *Motion of the Debtor and Debtor In Possession Under 11 U.S.C. §§ 105, 361, 362, 363 and 364, Rule 4001 of the Federal Rules of Bankruptcy Procedure, and Rule B-4001-2 of the Local Rules of the United States Bankruptcy Court for the Southern District of Indiana for Entry of an Order (I) Authorizing the Debtor's Use of Cash Collateral on an Interim Basis, (II) Granting Adequate protection to the Debtor's Prepetition Secured lenders, (III) Authorizing the Debtor to Obtain Postpetition Financing, (IV) Granting Liens to the Postpetition Lender, and (V) Scheduling a Final Hearing to Consider the Debtor's*

¹ The last four digits of the Debtor's taxpayer identification number are (9733).

Use of Cash Collateral and Postpetition Financing [Docket No. 4] (the “Motion”)² of Monroe Hospital, LLC’s (the “Debtor”) the debtor and debtor in possession in the above-captioned chapter 11 bankruptcy case (the “Chapter 11 Case”) under sections 105, 361, 362, 363 and 364 of title 11 of the United States Code (the “Bankruptcy Code”), rule 4001 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) and rule B-4001-2 of the Local Rules of the United States Bankruptcy Court for the Southern District of Indiana (the “Local Rules”) seeking entry of an order: (i) authorizing the Debtor’s use of Cash Collateral; (ii) granting MPT adequate protection; (iii) authorizing the Debtor’s use of Postpetition Financing; (iv) granting liens to MPT; and (v) scheduling a final hearing regarding the Debtor’s use of Postpetition Financing.

A hearing to consider the relief requested in the Motion on an interim basis (the “Interim Hearing”) was conducted on August 11, 2014, and the Court approved the Motion, on an interim basis, by entering on August 12, 2014 the Order (I) Authorizing the Debtor’s Use of Cash Collateral on an Interim Basis, (II) Granting Adequate Protection to the Debtor’s Prepetition Secured Lenders, (III) Authorizing the Debtor to Obtain Postpetition Financing, (IV) Granting Liens to the Postpetition Lender, and (V) Scheduling a Final Hearing to Consider the Debtor’s Use of Cash Collateral and Postpetition Financing [Docket No. 27] (the “Interim Order”).

A final hearing (the “Final Hearing”) was conducted on August 27, 2014, and upon the pleadings filed and the record made by the Debtor at the Interim Hearing and the Final Hearing, and upon consideration of the objection filed by Premier Healthcare, LLC, this Order shall constitute findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052 and shall take effect and be fully enforceable as of the Petition Date. To the extent not specifically addressed in this Order, all written and oral objections to the Motion are overruled.

Having examined the Motion, being fully advised of the relevant facts and circumstances surrounding the Motion, and having conducted the Interim Hearing and Final Hearing pursuant to section 364 of the Bankruptcy Code and Bankruptcy Rule 4001(c), and objections, if any, having been withdrawn, resolved or overruled by the Court, **THE MOTION IS GRANTED ON AN FINAL BASIS, AND THE COURT HEREBY FINDS THAT:**

A. On the Petition Date, Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtor has retained possession of its property and

² Capitalized terms used herein and not otherwise defined shall have the meanings given to them in Exhibit A hereto.

continues to operate its businesses as a debtor in possession pursuant to sections 1107 and 1108 of the Bankruptcy Code.

B. The Court has jurisdiction over the Chapter 11 Case and this proceeding pursuant to 28 U.S.C. § 1334. Determination of the Motion constitutes a core proceeding as defined in 28 U.S.C. § 157(b)(2). Venue over this Motion is proper under 28 U.S.C. § 1409(a).

C. A Committee has not yet been appointed in the Chapter 11 Case.

D. The Debtor admits, stipulates and agrees that:

1. The Prepetition Documents evidence and govern the Prepetition Debt, the Prepetition Liens and the prepetition financing relationship among Debtor and the Prepetition Lender;

2. The Prepetition Debt constitutes the legal, valid and binding obligation of Debtor, enforceable in accordance with the terms of the Prepetition Documents;

3. As of the Petition Date, Debtor is liable for payment of the Prepetition Debt, and the Prepetition Debt shall be an allowed claim in an amount not less than \$121,752,898.30, exclusive of accrued and accruing Allowable 506(b) Amounts;

4. No offsets, defenses or counterclaims to the Prepetition Debt exist, and no portion of the Prepetition Debt is subject to contest, objection, recoupment, defense, counterclaim, offset, avoidance, recharacterization, subordination or other claim, cause of action or challenge of any nature under the Bankruptcy Code, under applicable non-bankruptcy law or otherwise;

5. The Prepetition Liens are Priority Liens, subject to Permitted Priority Liens and secure payment of all of the Prepetition Debt;

6. Upon the entry of this Order, for purposes of sections 506(c) and 507(b) of the Bankruptcy Code and Bankruptcy Rule 3012, as of the Petition Date, the Prepetition Lender has a lien on the Prepetition Collateral; *provided, however*, that nothing herein shall prejudice either of Prepetition Lender's right to later: (1) assert that its interests in the Prepetition Collateral lack adequate protection; and (2) seek a higher valuation of the Prepetition Collateral;

7. Debtor does not have, and hereby releases, and is forever barred from bringing any claims, counterclaims, causes of action, defenses or setoff rights relating

to the Prepetition Documents, the Prepetition Liens, the Prepetition Debt or otherwise, against the Prepetition Lender and its respective affiliates, subsidiaries, agents, officers, directors, employees, advisors, consultants, predecessors in interest, successors and assigns;

8. Prior to the Petition Date, the Debtor became indebted to Cardinal Health³ (the “Cardinal Health Prepetition Debt”) pursuant to the terms and conditions of that certain: (a) Credit Application and Agreement entered into on or about August 24, 2006 by and between Cardinal Health and the Debtor (the “Credit Application”); (b) UCC-1 Financing Statement filed by Cardinal Health with the Indiana Secretary of State, on or about September 13, 2006, as continued from time to time (the “UCC-1”); (c) Full Service Software SYNTrac® Agreement made January 15, 2010 by and between Cardinal Health and the Debtor (the “Software Agreement”); (d) Master Lease Agreement Number 400540 dated as of March 15, 2012 by and between Cardinal Health and the Debtor (the “Cardinal Lease”); and (e) Facility Commitment Agreement entered into on or about December 29, 2013 by and between Cardinal Health and the Debtor (the “Facility Agreement,” and sometimes referred to collectively with the Credit Application, the UCC-1, the Software Agreement, and the Cardinal Lease as the “Cardinal Health Documents”), at this time, the Debtor does not admit to the extent, amount or priority of the Cardinal Health Prepetition Debt;

9. Cardinal Health alleges that pursuant to the Cardinal Health Documents, it has, subject to superior liens and security interests, if any, a valid, perfected, and subsisting lien on, and security interest in (collectively, the “Cardinal Health Prepetition Liens”), substantially all of the Debtor’s assets, including, without limitation, inventory, accounts, accounts receivable, cash, and the products and proceeds thereof (the “Cardinal Health Prepetition Collateral”) securing the Cardinal Health Prepetition Debt, together with interest to accrue, and fees and costs. At this time, the Debtor does not admit to the extent, validity or priority of the Cardinal Health Prepetition Liens.

E. The Prepetition Lender and Cardinal Health have consented to the terms of this Order, but are entitled to adequate protection as set forth herein pursuant to sections 361, 362,

³ The term “Cardinal Health” shall include Cardinal Health, Inc. and all of its affiliates and subsidiaries.

and 363 of the Bankruptcy from any decrease in the value of their respective interests in the Prepetition Collateral and the Cardinal Health Prepetition Collateral, as applicable, from and after the Petition Date.

F. Debtor needs to use Cash Collateral and incur Postpetition Debt, as provided herein, in order to prevent immediate and irreparable harm to its bankruptcy estate and minimize disruption to and avoid the termination of its business operations. Without authority to obtain financing on the terms and conditions set forth in the Postpetition Documents, the Debtor will be unable to meet its post-petition obligations. Entry of this Order will also enhance the possibility of maximizing the value of Debtor's assets.

G. Debtor is unable to obtain unsecured credit allowable under section 503(b)(1) of the Bankruptcy Code sufficient to finance the operations of its business. Except as provided below, Debtor is unable to obtain credit allowable under sections 364(c)(1), (c)(2) or (c)(3) of the Bankruptcy Code on terms more favorable than those offered by Postpetition Lender. The Debtor has immediate need for financing pursuant to the Postpetition Documents

H. The terms of the Postpetition Debt have been negotiated at arm's length, and the Postpetition Debt is being extended in good faith, as that term is used in section 364(e) of the Bankruptcy Code.

I. The terms and conditions of the Postpetition Documents are fair and reasonable, the best available to Debtor under the circumstances, reflect the Debtor's exercise of prudent business judgment consistent with its fiduciary duties, and are supported by reasonably equivalent value and consideration.

J. Under the circumstances of the Chapter 11 Case, this Order is a fair and reasonable response to Debtor's request for the consent of the Prepetition Lender and Cardinal Health to the use of Cash Collateral and Postpetition Lender's provision of Postpetition Debt, and the entry of this Order is in the best interest of Debtor's bankruptcy estate and its creditors.

K. The notice provided by Debtor of the Motion, the hearings on the Motion, and the entry of this Order satisfy the requirements of Bankruptcy Rules 2002, 4001(b) and (c) and 9014, sections 102(1), 363, 364(c) and (d) of the Bankruptcy Code, Local Rules B-1000-1(b)(4), B-4001-2 and B-9013-3(d) and was otherwise sufficient and appropriate under the circumstances.

AND THE COURT HEREBY ORDERS THAT:

1. Budget. The Budget attached hereto as Exhibit B is approved. During the term of the Postpetition Documents: (i) with respect to line items in the Budget related to receipts in the forecast, Debtor shall not permit actual aggregate receipts of the Debtor during a given month to fall below ninety percent (90%) of such aggregate line items; (ii) with respect to line items related to disbursements (other than for professional fees) of the Debtor, Debtor shall not permit aggregate disbursements of the Debtor during a given month to exceed one hundred ten percent (110%) of such aggregate line items; and (iii) with respect to professional fees of the Debtor, Debtor shall not incur professional fees in excess of the amount set forth in the Budget for such monthly period.

2. Authorization to Use Cash Collateral. The Debtor is authorized to use Cash Collateral solely in accordance with the terms and provisions of this Order, including, without limitation, Paragraph 3(c) below.

3. Procedure for Use of Cash Collateral.

(a) Delivery of Cash Collateral to Prepetition Lender. The Debtor shall deposit all Cash Collateral now or hereafter in their possession or control into the Lockbox Account maintained by Old National Bank to be transferred to the Prepetition Lender's concentration account (or otherwise deliver such Cash Collateral to Postpetition Lender in a manner satisfactory to Postpetition Lender) promptly upon receipt thereof.

(b) Cash Collateral in Prepetition Lender's Possession. Pursuant to the Prepetition Deposit Control Agreement, which agreement will continue in effect after the date hereof, all funds received in the Lockbox Account maintained by Old National Bank will be transferred to the Prepetition Lender's concentration account. Consistent with past practice under the Prepetition Deposit Control Agreement, prior to the Termination Date, the Prepetition Lender will transmit such Cash Collateral to the Operating Account for use by the Debtor in accordance with the Budget. After the Termination Date, such Cash Collateral in possession of the Prepetition Lender will be applied as provided in Section 3(c) below. The Prepetition Lender is authorized to collect upon, convert to cash and enforce checks, drafts, instruments and other forms of payment now or hereafter coming into its possession or control which constitute Aggregate Collateral or proceeds thereof.

(c) Application of Cash Collateral. Subject to Section 7(a) of this Order, the Prepetition Lender is authorized to and shall apply all Cash Collateral hereafter in the

Prepetition Lender's possession or control after the Termination Date as follows: (1) first, to the payment of the Postpetition Debt consisting of Postpetition Charges; and (2) second, to the payment of the Prepetition Debt. All such applications to Postpetition Debt shall be final and not subject to challenge by any person, including any Trustee. All such applications to Prepetition Debt shall be final, subject only to the right of parties in interest to seek a determination in accordance with the Challenge provisions of this Order that such applications to Prepetition Debt resulted in the payment of any unsecured prepetition claim of Prepetition Lender. Any amounts disgorged in connection with any such objection or determination shall be first applied to reduce the Postpetition Debt, dollar-for-dollar.

(d) Prohibition Against Use of Cash Collateral. Except as provided in Paragraph 2 and 3 of this Order, Debtor will not use or seek to use Cash Collateral, unless, in addition to the satisfaction of all requirements of section 363 of the Bankruptcy Code, the Postpetition Lender has consented to such order, or at the time such an order is entered, there is no Postpetition Debt outstanding and no obligation of Postpetition Lender to extend Postpetition Debt.

4. Adequate Protection of Interests of Prepetition Lender and Cardinal Health. The Prepetition Lender and Cardinal Health have consented to the terms of this Order and are entitled to adequate protection as set forth herein and to the extent required under sections 361, 362, and 363 of the Bankruptcy Code (including for any decrease in the value of such interests in the Prepetition Collateral and/or the Cardinal Health Prepetition Collateral, as applicable, from and after the Petition Date).

(a) Replacement Liens for Prepetition Lender. The Prepetition Lender is hereby granted replacement liens in the Post-Petition Collateral to secure diminution in value of the Prepetition Collateral. The replacement liens: (1) are and shall be in addition to the Prepetition Liens; (2) are and shall be properly perfected, valid and enforceable liens without any further action by Debtor or the Prepetition Lender and without the execution, filing or recordation of any financing statements, security agreements, mortgages or other documents or instruments; and (3) shall remain in full force and effect notwithstanding any subsequent conversion or dismissal of the Case. Notwithstanding the foregoing, Debtor is authorized to and shall execute and deliver to Prepetition Lender such financing statements, mortgages, instruments and other documents as Prepetition Lender may request from time to time in respect of the replacement liens.

(b) Replacement Liens for Cardinal Health. Pursuant to Sections 361(2), 362, 363(c)(2), and 363(e) of the Bankruptcy Code, Cardinal Health is hereby granted by the Debtor, *nunc pro tunc* to the Petition Date, continuing, valid, binding, enforceable and perfected liens on, and security interests in, all of the Post-Petition Collateral, to the same extent, priority and enforceability Cardinal Health held on the Cardinal Health Prepetition Collateral as of the Petition Date, to secure diminution in value of the Cardinal Health Prepetition Collateral. The replacement liens: (1) are and shall be in addition to the Cardinal Health Prepetition Liens; (2) are and shall be properly perfected, valid and enforceable liens without any further action by Debtor or Cardinal Health and without the execution, filing or recordation of any financing statements, security agreements, mortgages or other documents or instruments; and (3) shall remain in full force and effect notwithstanding any subsequent conversion or dismissal of the Case. Notwithstanding the foregoing, Debtor is authorized to and shall execute and deliver to Cardinal Health such financing statements, mortgages, instruments and other documents as Cardinal Health may request from time to time in respect of the liens and security interests granted pursuant to this Paragraph 4(b).

(c) Allowed Section 507(b) Claim. If and to the extent the adequate protection of the interests of Prepetition Lender in the Prepetition Collateral granted pursuant to this Order proves insufficient, it shall have an allowed claim under section 507(b) of the Bankruptcy Code, subject to the Carve-out, in the amount of any such insufficiency, with priority over: (1) all costs and expenses of administration of the Chapter 11 Case that are incurred under any provision of the Bankruptcy Code; and (2) the claims of any other party in interest under section 507(b) of the Bankruptcy Code.

5. Authorization To Incur Postpetition Debt.

(a) Postpetition Documents. The Debtor has executed and delivered the Postpetition Documents, and is hereby authorized and has agreed to: (1) execute any additional documents that Postpetition Lender reasonably requests to implement the transactions contemplated by the Postpetition Documents; and (2) perform its obligations under and comply with all of the terms and provisions of the Postpetition Documents and this Order. The Postpetition Documents constitute valid and binding obligations of Debtor enforceable in accordance with their terms, however, to the extent there exists any conflict among the terms of the Motion, the Postpetition Documents, and this Order, this Order shall govern and control.

(b) Permitted Uses of Postpetition Debt. Debtor is authorized and has agreed to incur Postpetition Debt solely: (1) in accordance with the terms and provisions of this Order, (2) to pay the expenses enumerated in the Budget, to the extent required, including the Carve-out, as and when such expenses become due and payable, and (3) to pay the Postpetition Charges. If Postpetition Lender advances monies to Debtor and Debtor uses such monies other than in accordance with the terms or provisions of this Order, such advances shall be considered Postpetition Debt for purposes of this Order.

(c) Certain Material Terms of Postpetition Debt.

(i) Maximum Amount. The maximum principal amount of Postpetition Debt outstanding shall not at any time exceed the DIP Commitment.

(ii) Interest. The Postpetition Debt shall initially bear interest (“Base Interest”) at a per annum rate equal to equal to twelve percent (12%) (the “DIP Loan Interest Rate”). Commencing on January 1, 2015, and continuing on each January 1 thereafter (each an “Adjustment Date”) until the Termination Date, the DIP Loan Interest Rate shall be increased (and in no event decreased) and shall be equal to the sum of (i) the DIP Loan Interest Rate previously in effect, and (ii) the product of such previous DIP Loan Interest Rate multiplied by the lesser of (A) two and one-half percent (2.5%) or (B) the percentage by which the Consumer Price Index (as defined below) published for the month which is two months prior to the applicable Adjustment Date shall have increased over the CPI figure published for the month which is two months prior to the previous Adjustment Date (or January 1, 2015 for the purposes of the adjustment made on the initial Adjustment Date), with such sum being the new DIP Loan Interest Rate used for calculating Base Interest with respect thereto (such escalator used in calculating the adjusted DIP Loan Interest Rate being referred to herein as the “Escalator”). For any monetary increases or adjustments that cannot be determined as of the applicable Adjustment Date due to then unknown variables (such as CPI), such amounts shall become due (and calculated retroactively to the Adjustment Date) and payable as of the time of determination. As used in this Agreement, “Consumer Price Index” shall mean the Consumer Price Index, all urban consumers, all items, U.S. City Average, published by the United States Department of Labor, Bureau of Labor Statistics, in which 1982-1984 equals one hundred (100). If the Consumer Price Index is discontinued or revised during the term of the DIP Note, such other governmental index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Consumer Price Index had not been discontinued or revised.

(iii) Maturity. The Postpetition Debt shall mature and be due and payable in full by Debtor on the Termination Date.

(d) Superpriority Administrative Expense Status; Postpetition Liens.

The Postpetition Debt is hereby granted superpriority administrative expense status under section 364(c)(1) of the Bankruptcy Code, with priority over all costs and expenses of administration of the Chapter 11 Case that are incurred under any provision of the Bankruptcy Code, subject to the Carve-out. In addition, the Postpetition Lender is hereby granted the Postpetition Liens to secure the Postpetition Debt. The Postpetition Liens: (1) are in addition to the Prepetition Liens; (2) pursuant to sections 364(c)(2), (c)(3) and 364(d) of the Bankruptcy Code, are Priority Liens (subject only to Permitted Priority Liens and the Prepetition Liens) without any further action by the Debtor or the Postpetition Lender and without the execution, filing or recordation of any financing statements, security agreements, mortgages or other documents or instruments; (3) that may be created upon any designated accounts and any other deposit accounts or securities accounts shall be, and they hereby are, deemed to confer “control” for purposes of §§26-1-8.1-106, 26-1-9.1-104, 26-1-9.1-105, 26-1-9.1-106, 26-1-9.1-107 of the Indiana Code as in effect as of the date hereof in favor of the Postpetition Lender; (4) shall not be subject to any security interest or lien which is avoided and preserved under section 551 of the Bankruptcy Code; (5) shall remain in full force and effect notwithstanding any subsequent conversion or dismissal of the Chapter 11 Case; (6) shall not be subject to section 510(c) of the Bankruptcy Code; and (7) shall not be subject to any landlord’s lien, bailee’s rights, right of distraint or levy, security interest or other interest that any landlord, bailee, warehousemen or landlord’s mortgagee may have in the Aggregate Collateral located on such leased premises. Notwithstanding the foregoing, the Debtor shall execute and deliver to the Postpetition Lender such financing statements, mortgages, instruments and other documents as the Postpetition Lender may request from time to time, and any such documents filed by the Postpetition Lender shall be deemed filed as of the Petition Date.

(e) Prohibition Against Additional Debt. The Debtor will not incur or seek to incur debt secured by a lien which is equal to or superior to the Prepetition Liens or the Postpetition Liens, or which is given superpriority administrative expense status under section 364(c)(1) of the Bankruptcy Code, unless, in addition to the satisfaction of all requirements of section 364 of the Bankruptcy Code, the Postpetition Lender has consented to such order.

6. Sale Covenants. To effectuate the sale process for all or substantially all of Debtor's assets, Debtor shall:

- (a) Sale Procedures. Obtain, on or before September 3, 2014, one or more Court orders approving the procedures for the sale of all or substantially all of the Debtor's assets, which procedures shall be in form and substance satisfactory to the Postpetition Lender (the "Bid Procedures Order").
- (b) Auction. Conduct, on or before October 13, 2014, an auction for the sale of all or substantially all of the Debtor's assets (the "Auction").
- (c) Sale Hearing. Request, on or before October 22, 2014, an order of the Court approving the sale of all or substantially all of the Debtor's assets, which order shall be in form and substance satisfactory to Postpetition Lender (the "Sale Order").
- (d) Sale Closing. Consummate, on or before November 7, 2014, one or more sales of all or substantially all of Debtor's assets, on terms and conditions satisfactory to the Postpetition Lender, and remit any proceeds thereof (net only of such fees, expenses or other amounts that may be expressly agreed to, in writing, by Prepetition Lender and Postpetition Lender) to the Postpetition Lender for application pursuant to the terms of this Order.

The Debtor, and the Postpetition Lender may agree to amend or modify the foregoing sale covenants without the need of further notice and hearing or order of this Court (other than a notice of such amendment or modification to be filed with this Court).

7. Termination Date; Rights and Remedies.

(a) Effect of Termination Date. Unless extended by the Court upon the written agreement of the Postpetition Lender, upon the Termination Date without further notice or order of Court: (1) the Debtor's authorization to use Cash Collateral will automatically terminate; (2) at the Postpetition Lender's election: (i) the Postpetition Debt shall be immediately due and payable, (ii) the Debtor shall be prohibited from using Cash Collateral for any purpose other than in accordance with the terms of this Order, and (iii) the Postpetition Lender shall be entitled to setoff any cash in its possession or control and apply such cash in accordance with the terms of this Order; and (3) the Debtor's authorization and rights to incur Postpetition Debt under this Order and the Postpetition Documents shall terminate, except and solely to the extent that, as of the Termination Date, the Debtor has not yet paid amounts constituting ordinary non-professional

expenses that were incurred from the Petition Date through the Termination, were in the Budget, and were otherwise incurred in accordance with this Order and the Postpetition Documents, then DIP Lender shall transfer and/or release such amount from the collections and proceeds under the Prepetition Deposit Control Agreement, whether constituting prepetition Cash Collateral or postpetition proceeds, and remit the same to Borrower, but in all events subject to the maximum loan commitment under the Postpetition Credit Agreement.

(b) Rights and Remedies. On the fifth (5th) business day after the Termination Date, at Postpetition Lender's election, and without further order of the Court: (1) the Prepetition Lender and the Postpetition Lender shall have automatic and immediate relief from the automatic stay with respect to the Aggregate Collateral (without regard to the passage of time provided for in Fed. R. Bankr. P. 4001(a)(3)), and shall be entitled to exercise all rights and remedies available under the Prepetition Documents, the Postpetition Documents and applicable nonbankruptcy law, including for avoidance of doubt, the rights and remedies available under the Prepetition Deposit Control Agreement; and (2) the Debtor shall surrender the Aggregate Collateral and otherwise cooperate with the Prepetition Lender and the Postpetition Lender in the exercise of their rights and remedies under the Prepetition Documents, the Postpetition Documents and applicable nonbankruptcy law, including, without limitation, by filing a motion to retain one or more agents to sell, lease or otherwise dispose of the Aggregate Collateral upon the request and subject to terms and conditions acceptable to the Prepetition Lender and the Postpetition Lender.

(c) Access to Collateral. Notwithstanding anything to the contrary herein, upon written notice to the landlord of any of Debtor's leased premises that an Event of Default has occurred and is continuing, the Prepetition Lender and the Postpetition Lender may enter upon such leased premises for the purpose of exercising any right or remedy with respect to the Aggregate Collateral located thereon and shall be entitled to the Debtor's rights and privileges under such lease(s) without interference from such landlord; provided that the Prepetition Lender or the Postpetition Lender shall pay to such landlord rent first accruing after the above referenced written notice and during the period of occupancy by the Prepetition Lender or the Postpetition Lender, calculated on a per diem basis. Further provided that, upon the occurrence of an Event of Default, the Prepetition Lender and the Postpetition Lender consent to the use of Cash Collateral may be used to pay postpetition expenses that the Debtor incurred between the previous draw under the Postpetition Documents and the Event of Default.

8. Carve-out.

(a) Carve-out Terms. There shall be a carve-out for U.S. Trustee fees and professionals fees and expenses (the “Carve-Out”) that is not subject to the Prepetition Lien, the Postpetition Lien, the Postpetition Lender’s superpriority administrative expense status under section 364(c)(1) of the Bankruptcy Code, the Replacement Lien, the Prepetition Lender’s claim under section 507(c) of the Bankruptcy Code, or any other protections granted to the Prepetition Lender and Postpetition Lender under this Order. Specifically, the Carve-Out shall include:

- i. Amounts payable to the U.S. Trustee pursuant to 28 U.S.C. § 1930(a);
- ii. The payment of unpaid professional fees, costs and expenses of attorneys, accountants, investment bankers, financial advisors or other professionals retained by the Debtor and any official committee appointed in the Chapter 11 Case (“Professional Fees and Expenses”) in an amount equal to such professional’s retainer plus the weekly deposits made by the Debtor as described below and only to the extent that such Professional Fees and Expenses: (A) were incurred or accrued prior to the earlier of the Termination Date; and (B) do not exceed an amount of Professional Fees and Expenses allowed by the Court for such professional; and
- iii. *Provided, however,* that in no event shall any of the Carve-Out include any fees or expenses arising after the conversion of any Chapter 11 Case to a case under chapter 7 of the Bankruptcy Code; and
- iv. As a result of the potential Carve-Out obligation, the Debtor shall reserve and pay an average weekly amount based on the monthly budgeted amounts to be paid to the Debtor’s and committee’s professionals as set forth in the Budget for its Professional Fees and Expenses, and the professionals shall hold such amounts in trust subject to allowance and payment pursuant to order of the Bankruptcy Court.

(b) Carve-out Usage. No portion of the Carve-out and no Postpetition Debt or Aggregate Collateral may be used to pay any fees or expenses incurred by any entity, including the Debtor, any Committee or the professionals retained by those entities, in connection with claims or causes of action adverse to the Prepetition Lender’s or the Postpetition Lender’s interests in the Aggregate Collateral, including (1) preventing, hindering or delaying the

Prepetition Lender's or the Postpetition Lender's enforcement or realization upon any of the Aggregate Collateral once an Event of Default has occurred; (2) using or seeking to use Cash Collateral or incurring indebtedness in violation of the terms hereof, or selling any Aggregate Collateral without the Prepetition Lender's and the Postpetition Lender's consent; or (3) objecting to or contesting in any manner, or in raising any defenses to, the validity, extent, amount, perfection, priority or enforceability of the Aggregate Debt or any mortgages, liens or security interests with respect thereto or any other rights or interests of the Prepetition Lender or the Postpetition Lender, or in asserting any claims or causes of action, including, without limitation, any actions under chapter 5 of the Bankruptcy Code, against the Prepetition Lender and the Postpetition Lender; *provided, however*, that the Carve-out may be used to pay fees and expenses incurred by the professionals retained by the Debtor and the Committee in connection with the negotiation, preparation and entry of this Order or any amendment hereto consented to by Postpetition Lender.

(c) The Carve-Out does not prevent the Court's review of, and any parties in interest's objection to, any Professional Fees and Expenses.

9. No Surcharge. In the exercise of its business judgment, the Debtor agrees that there shall be no surcharge of the Aggregate Collateral for any purpose, unless agreed to by the Prepetition Lender and the Postpetition Lender. Further, the Debtor represents that the Budget contains all expenses that are reasonable and necessary for the operation of its businesses and the preservation of the Aggregate Collateral through the period for which the Budget runs, and therefore includes all items potentially chargeable to the Prepetition Lender or the Postpetition Lender under section 506(c) of the Bankruptcy Code. Therefore, the Debtor (or any Trustee) is deemed to have waived any rights, benefits or causes of action under section 506(c) of the Bankruptcy Code, the enhancement of collateral provisions of section 552 of the Bankruptcy Code, or any other legal or equitable doctrine (including, without limitation, unjust enrichment) as they may relate to or be asserted against the Prepetition Lender, the Postpetition Lender, or the Aggregate Collateral. In reliance on the foregoing, the Prepetition Lender and the Postpetition Lender have agreed to the entry of this Order.

10. Reservation of Rights; Bar of Challenges and Claims. The stipulations, representations, releases and waivers contained in this Order, including, without limitation, in Paragraph D, shall be binding on all Challenge Parties, unless and solely to the extent that (i) a

Challenge Party files an objection, motion or other action with the Court asserting a Challenge during the Investigation Period, which is currently set to expire on **September 22, 2014**, and (ii) the Court rules in favor of the plaintiff in any such timely and properly filed Challenge.

(a) Challenge Procedure. During the Investigation Period, a Challenge Party shall be entitled to determine whether a basis to assert a Challenge exists. If a Challenge Party identifies a basis to assert a Challenge, it must file an objection, motion or other action with the Court asserting the Challenge during the Investigation Period, which is currently set to expire on **September 22, 2014**. Nothing herein shall be deemed to grant standing in favor of any Challenge Party absent further order of this Court, however, all of the Debtor's creditors shall be deemed to have standing and need not file a motion with the Court to seek standing to assert a Challenge. If a timely objection, motion or other action is filed with the Court asserting a Challenge, the Court shall conduct a hearing to determine the merits of the Challenge on **October 2, 2014 at 10:00 a.m. (Eastern)**, in Room 310, 46 East Ohio Street, Indianapolis, Indiana 46204.

(b) Bar of Challenges and Claims. If a Challenge is not made during the Investigation Period (or such later date as agreed in writing by Prepetition Lender or for cause shown by an order of this Court), without further order of the Court, (1) the claims, liens and security interests of the Prepetition Lender shall be deemed to be allowed for all purposes in this Case and shall not be subject to challenge by any party in interest as to extent, validity, priority or otherwise, and (2) Debtor and its estate shall be deemed to have waived, released and discharged Prepetition Lender and their officers, directors, principals, attorneys, consultants, predecessors in interest, and successors and assigns of and from any and all claims and causes of action, indebtedness, and obligations, of every type, which occurred on or prior to the date of entry of this Order with respect to or in connection with the Prepetition Debt, the Prepetition Liens, the Prepetition Documents, or otherwise.

11. Waiver of Right to Return/Consent to Setoff. Debtor hereby waives its rights: (a) to return any of the Aggregate Collateral pursuant to section 546(h) of the Bankruptcy Code; (b) to consent to any order permitting any claims pursuant to section 503(b)(9) of the Bankruptcy Code (provided that nothing contained herein shall require Debtor to oppose any claims made thereunder); and (c) to consent to setoff pursuant to section 553 of the Bankruptcy

Code (provided that nothing contained herein shall require Debtor to oppose any setoff asserted thereunder).

12. Indemnification. The Debtor shall indemnify and hold harmless the Prepetition Lender and the Postpetition Lender in accordance with the Prepetition Documents and the Postpetition Documents, respectively.

13. No Marshaling. None of Prepetition Lender, Postpetition Lender or any of the Aggregate Collateral shall be subject to the doctrine of marshaling.

14. Postpetition Charges. All Postpetition Charges shall be promptly paid by Debtor in accordance with this Order and the Postpetition Documents, without need for filing an application with the Court for approval or payment thereof.

15. Force and Effect of Prepetition Documents. Except as modified herein and subject to the other provisions of this Order and the Bankruptcy Code, the Prepetition Documents and Prepetition Third Party Documents, including, for the avoidance of doubt, the Prepetition Deposit Control Agreement, shall remain in full force and effect with respect to the Prepetition Debt. To the extent there exists any conflict among the terms of the Motion, the Prepetition Documents and this Order, this Order shall govern and control.

16. Modification of Stay. The automatic stay of section 362 of the Bankruptcy Code is hereby modified with respect to the Prepetition Lender and the Postpetition Lender to the extent necessary to effectuate the provisions of this Order, including, after the Termination Date, to the Prepetition Lender and the Postpetition Lender to exercise their respective rights contemplated above.

17. No Waiver. Neither Prepetition Lender nor Postpetition Lender shall be deemed to have suspended or waived any of their rights or remedies under this Order, the Prepetition Documents, the Postpetition Documents, the Bankruptcy Code, and applicable nonbankruptcy law unless such suspension or waiver is in writing, signed by a duly authorized officer of Prepetition Lender or Postpetition Lender, as applicable, and directed to Debtor. No failure of Prepetition Lender or Postpetition Lender to require strict performance by Debtor (or by any Trustee) of any provision of this Order shall waive, affect or diminish any right of Prepetition Lender or Postpetition Lender thereafter to demand strict compliance and performance therewith, and no delay on the part of Prepetition Lender and Postpetition Lender in the exercise of any right or remedy under this Order, the Prepetition Documents, the Postpetition Documents, the

Bankruptcy Code, or applicable nonbankruptcy law shall preclude the exercise of any right or remedy. Further, this Order shall not constitute a waiver by Prepetition Lender of any of their respective rights under the Prepetition Documents, the Bankruptcy Code or applicable nonbankruptcy law, including, without limitation their right to later assert: (1) that, any of its interests in the Aggregate Collateral lack adequate protection within the meaning of sections 362(d) or 363(e) of the Bankruptcy Code or any other provision thereof; or (2) a claim under section 507(b) of the Bankruptcy Code.

18. “Responsible Person.” By taking any actions pursuant to this Order, Postpetition Lender shall not: (a) be deemed to be in control of the operations or liquidation of Debtor; or (b) be deemed to be acting as a “responsible person” with respect to the operation, management or liquidation of Debtor.

19. Release. Upon the date that the Postpetition Debt is paid in full in cash and prior to the release of the Postpetition Liens, the Debtor shall execute and deliver to the Postpetition Lender a general release of any and all claims and causes of action that could have been asserted or raised under or in connection with the Postpetition Documents.

20. Amendments. Debtor and Postpetition Lender may enter into amendments or modifications of the Postpetition Documents or the Budget without further notice and hearing or order of this Court; provided, that (a) such modifications or amendments do not materially and adversely affect the rights of any creditor or other party-in-interest, and (b) notice of any such amendment or modification is filed with this Court.

21. Proof of Claim. The Prepetition Lender shall not be required to file a proof of claim with respect to any of the Prepetition Debt, and the stipulations and findings set forth in this Order shall constitute an informal claim in respect thereof.

22. Binding Effect. Except as otherwise provided herein, this Order shall be binding on all parties in interest in the Chapter 11 Case and their respective successors and assigns, including any Trustee, except that any Trustee shall have the right to terminate this Order after notice and a hearing. If, in accordance with section 364(e) of the Bankruptcy Code, this Order does not become a final nonappealable order, if a Trustee terminates this Order, or if any of the provisions of the Order are hereafter modified, amended, vacated or stayed by subsequent order of this Court or any other court, such termination or subsequent order shall not affect: (a) subject to the other provisions of this Order, the stipulations, representations, and findings contained in this

Order and the relief granted by and the releases contained in this Order (including, without limitation, the paragraphs of this order respecting the priority, validity, enforceability or effectiveness of any lien, security interest or other benefit or claim authorized hereby with respect to Cash Collateral used or Postpetition Debt incurred prior to the effective date of such termination or subsequent order). All such liens, security interests, claims and other benefits shall be governed in all respects by the original provisions of this Order, and the Postpetition Lender shall be entitled to all the rights, remedies, privileges and benefits granted hereto, including the liens and priorities granted herein, with respect to the Postpetition Debt. Except as otherwise explicitly set forth in this Order, no third party is intended to be, or shall be deemed to be, a third party beneficiary of this Order.

23. Survival. The provisions of this Order, and any actions taken pursuant to or in reliance upon the terms hereof, shall survive entry of, and govern in the event of any conflict with, any order which may be entered in the Case: (a) confirming any chapter 11 plan, (b) converting the Chapter 11 Case to a case under chapter 7 of the Code, (c) dismissing the Chapter 11 Case, (d) withdrawing of the reference of the Chapter 11 Case from this Court, or (e) providing for abstention from handling or retaining of jurisdiction of the Case in this Court. The terms and provisions of this Order, including, without limitation, the rights granted the Postpetition Lender under sections 364(c) and (d) of the Bankruptcy Code, shall continue in full force and effect until all of the Aggregate Debt is indefeasibly paid in full in cash and discharged.

24. Continuing Jurisdiction. The Court shall retain jurisdiction with respect to all matters arising from and related to the implementation, interpretation, and enforcement of this Order.

###

EXHIBIT A

DEFINED TERMS

1. ***Aggregate Collateral.*** Collectively, the Prepetition Collateral and the Postpetition Collateral.
2. ***Aggregate Debt.*** Collectively, the Prepetition Debt and the Postpetition Debt.
3. ***Allowable 506(b) Amounts.*** To the extent allowable under section 506(b) of the Bankruptcy Code, interest at the default rate of interest as set forth in Section [b] of the Prepetition Credit Agreement, all fees, costs, expenses, and other charges due or coming due under the Prepetition Documents or in connection with the Prepetition Debt (regardless of whether such fees, costs, interest and other charges are included in the Budget), and all costs and expenses at any time incurred by Prepetition Lender in connection with: (a) the negotiation, preparation and submission of this Order and any other order or document related hereto, and (b) the representation of Prepetition Lender in the Case, including in defending any Challenge.
4. ***Bankruptcy Code.*** The United States Bankruptcy Code (11 U.S.C. § 101 *et seq.*), as amended, and any successor statute. Unless otherwise indicated, all statutory section references in this Order are to the Bankruptcy Code.
5. ***Budget.*** The budget attached to this Order as Exhibit B, as amended, modified or supplemented from time to time, as may be agreed to by Postpetition Lender.
6. ***Case.*** The chapter 11 case or any superseding chapter 7 case of Debtor.
7. ***Cash Collateral.*** All “cash collateral,” as that term is defined in section 363(a) of the Bankruptcy Code, in which Prepetition Lender, Cardinal Health, and Postpetition Lender have an interest, including, without limitation, all deposits subject to setoff rights in favor of Prepetition Lender and Postpetition Lender, and all cash arising from the collection or other conversion to cash of the Aggregate Collateral, including from the sale of inventory and the collection of accounts receivable.
8. ***Challenge.*** A claim or cause of action challenging the extent, validity, perfection, priority or enforceability of the Prepetition Debt, the Prepetition Liens or any other claims or causes of action against Prepetition Lender, which the Committee, or another party-in-interest may bring, in accordance with this Order.
9. ***Challenge Party.*** The Committee, any Trustee, or other party-in-interest with the requisite standing.

10. **Committee.** Any official creditors' committee appointed to represent unsecured creditors in this Case pursuant to section 1102 of the Bankruptcy Code.

11. **DIP Commitment.** The "DIP Commitment" as defined in the Postpetition Credit Agreement, in the amount of up to Four Million Dollars (\$4,000,000).

12. **Event of Default.** At Postpetition Lender's election, (a) the occurrence and continuance of any "Event of Default" first arising after the Petition Date under and as defined in the Postpetition Credit Agreement; and (b) Debtor's failure to comply with the covenants or perform any of their obligations in strict accordance with the terms of this Order.

13. **Final Hearing.** The final hearing on the Motion conducted in accordance with Fed. R. Bankr. P. 4001.

14. **Final Order.** A final order authorizing Debtor to use Cash Collateral and incur Postpetition Debt entered at or in connection with the Final Hearing.

15. **Investigation Period.** The period from the Petition Date until the date that is the earliest of (1) forty-five (45) days after the Petition Date, and (2) the date by which Debtor is required to conduct an auction in accordance with the Sale Covenants (as amended or modified from time to time in accordance with Paragraph 2 of this Order).

16. **Lease.** That certain Lease Agreement, dated October 7, 2005, by and between Debtor, as lessee, and MPT Bloomington, as lessor, as amended by that certain First Amendment to Lease Agreement, dated December 21, 2005, and that certain Second Amendment to Lease Agreement, dated March 7, 2007.

17. **MPT Bloomington.** MPT Bloomington, LLC, a Delaware limited liability company, an affiliate of Prepetition Lender.

18. **MPT Development.** MPT Development Services, Inc., a Delaware corporation.

19. **MPT Parties.** MPT Bloomington and MPT Development.

20. **Operating Account.** That certain account held at Monroe Bank, an Indiana chartered bank, defined in the Prepetition Deposit Control Agreement as the "Monroe Operating Account" or any other account designated by Postpetition Lender in its sole discretion.

21. **Permitted Priority Liens.** Collectively, (a) the Carve-out, and (b) liens in favor of third parties upon the Prepetition Collateral, to the extent that such third-party liens, as of the Petition Date: (1) had priority under applicable law or by agreement over the Prepetition Liens, (2) were not subordinated by agreement or

applicable law, and (3) were non-avoidable, valid, properly perfected and enforceable as of the Petition Date.

22. ***Petition Date.*** August 8, 2014.

23. ***Postpetition Charges.*** Interest at the applicable rate of interest under the Postpetition Credit Agreement and all fees, costs, and expenses provided for in the Postpetition Credit Agreement, including, without limitation, those incurred by Postpetition Lender (prepetition and postpetition) in connection with documentation, negotiation, administration and enforcement of the Postpetition Debt (regardless of whether any such fees, costs, interest and other charges are included in the Budget).

24. ***Postpetition Collateral.*** All of the real and personal property of Debtor of any description whatsoever, wherever located and whenever arising or acquired, including all cash, accounts, inventory, equipment, fixtures, chattel paper, general intangibles (including, solely with respect to the “DIP Loans” (as defined in the Postpetition Credit Agreement) , claims and proceeds under sections 544, 547, 548, 549, 550 and 553 of the Bankruptcy Code), all leaseholds, all commercial torts, all other “Collateral” (as that term is defined in the Postpetition Credit Agreement), and all proceeds, rents, issues, profits and products, whether tangible or intangible, of any of the foregoing, including proceeds of insurance covering any of the foregoing.

25. ***Postpetition Credit Agreement.*** That certain Debtor-in-Possession Credit Agreement, by and between Debtor and Postpetition Lender, as amended, modified, supplemented, replaced or refinanced from time to time.

26. ***Postpetition Debt.*** All indebtedness or obligations of Debtor to Postpetition Lender incurred on or after the Petition Date pursuant to the Postpetition Credit Agreement, this Order or otherwise, including all obligations and any advances made by Postpetition Lender to pay the Carve-out.

27. ***Postpetition Documents.*** The Postpetition Credit Agreement and the “Related Documents” (as that term is defined in the Postpetition Credit Agreement).

28. ***Postpetition Lender.*** MPT Development Services, Inc., in its capacity as lender under the Postpetition Credit Agreement, together with such other holders or assignees of all or a portion of the Postpetition Debt from time to time.

29. ***Postpetition Liens.*** Priority Liens in the Aggregate Collateral, subject only to Permitted Priority Liens and the Prepetition Liens.

30. ***Prepetition Collateral.*** All of the “Collateral” (as that term is defined in the Prepetition Security Agreement) existing as of the Petition Date, and all proceeds, rents, issues, profits and products thereof.

31. ***Prepetition Credit Agreement.*** That certain Loan Agreement dated March 17, 2007 (as amended, supplemented or otherwise modified from time to time), by and among Debtor and Prepetition Lender.

32. ***Prepetition Debt.*** (a) All the obligations and liabilities of the Borrower to the MPT Parties under the Prepetition Credit Agreement, the Lease and the other Prepetition Documents, plus (b) all Allowable 506(b) Amounts.

33. ***Prepetition Deposit Control Agreement.*** That Deposit Control Instructions and Service Agreement, dated October 9, 2009, as amended by that certain Amendment to Deposit Control Instructions and Service Agreement, dated October 12, 2009 (as the same has been and may hereafter be amended, modified and/or restated from time to time) regarding the parties' respective rights to certain of Borrower's accounts receivable, deposit accounts and the collections and proceeds thereof.

34. ***Prepetition Documents.*** means collectively, the Prepetition Credit Agreement, the Prepetition Security Agreement, Prepetition Deposit Control Agreement, the "Loan Documents" (as that terms is defined in the Prepetition Credit Agreement), and all other agreement, documents and instruments entered into or delivered by Borrower in connection therewith.

35. ***Prepetition Lender.*** MPT Development Services, Inc., in its capacity as the lender under the Prepetition Credit Agreement, together with such other holders or assignees of all or a portion of the Prepetition Debt from time to time.

36. ***Prepetition Liens.*** Prepetition Lender's asserted security interests in the Prepetition Collateral under the Prepetition Documents, subject only to Permitted Priority Liens.

37. ***Prepetition Security Agreement.*** The Amended and Restated Security Agreement dated March 7, 2007, as amended by that certain First Amendment to Amended and Restated Security Agreement, dated August 1, 2008, and that certain Second Amendment to Amended and Restated Security Agreement, dated September 2, 2009, and that certain Third Amendment to Amended and Restated Security Agreement, dated November 1, 2013 (collectively, and as the same have been and may hereafter be amended, modified and/or restated from time to time) pursuant to which Debtor granted the MPT Parties a security interest in the Prepetition Collateral.

38. ***Prepetition Third Party Documents.*** Collectively, Debtor's deposit account control agreements, leases, licenses, landlord agreements, warehouse agreements, bailment agreements, insurance policies, contracts or other similar agreements in which Prepetition Lender has an interest or from which Prepetition Lender otherwise benefits.

39. ***Priority Liens.*** Liens which are first priority, properly perfected, valid and enforceable security interests, which are not subject to any claims, counterclaims, defenses, setoff, recoupment or deduction, and which are otherwise unavoidable and not

subject to recharacterization or subordination pursuant to any provision of the Bankruptcy Code, any agreement, or applicable nonbankruptcy law.

40. ***Sale Covenants.*** Those covenants set forth in Paragraph 6 of this Order.

41. ***Termination Date.*** At Postpetition Lender's election, the earliest to occur of: (a) the date on which Postpetition Lender provides written notice (including, without limitation, via electronic mail) to counsel for Debtor and counsel for any Committee of the occurrence and continuance of an Event of Default; (b) the closing date of the sale of substantially all of the assets of Debtors in accordance with the Sale Covenants; (c) the date on which the Aggregate Debt is indefeasibly paid in full in cash; and (d) December 1, 2014.

42. ***Trustee.*** Any trustee appointed or elected in the Chapter 11 Case.

EXHIBIT B

BUDGET

Monroe Hospital Draft Budget for the Period August 1, 2014 through December 15, 2014

	August	September	October	November	December
Budget					
Salaries and Wages - Non Physicians	\$ 995,000.00	\$ 995,000.00	\$ 995,000.00	\$ 995,000.00	\$ 995,000.00
Salaries and Wages - Physicians	245,000	245,000	245,000	245,000	245,000
Benefits	475,000	475,000	475,000	475,000	475,000
Contract Labor	15,000	15,000	15,000	15,000	15,000
Medical Fees	24,000	24,000	24,000	24,000	24,000
Legal and Prof Fees Normal Business	13,000	13,000	13,000	13,000	13,000
Management Fee- Prime Healthcare	125,000	125,000	125,000	125,000	125,000
Contract Services	400,000	400,000	400,000	400,000	300,000
Supplies - Medical	665,000	665,000	665,000	665,000	665,000
Supplies - Other	38,000	38,000	38,000	38,000	38,000
Rent - Buildings (Non MPT)	75,000	75,000	75,000	75,000	75,000
Rent- Equipment	55,000	55,000	55,000	55,000	55,000
Rent- UFS	125,000	125,000	125,000	125,000	125,000
Insurance	20,000	20,000	100,000	45,000	45,000
Marketing/Advertising	10,000	10,000	10,000	10,000	10,000
Utilities	65,000	65,000	65,000	65,000	65,000
Utilities Deposit one time	33,000				
Wind Down Expense			100,000		
Bankruptcy Fees - Attorney	90,000	90,000	90,000	90,000	88,000
Bankruptcy Fees - Committee Professionals	20,000	20,000	20,000	20,000	20,000
Bankruptcy Claims Agent	10,000	10,000	10,000	10,000	10,000
Bankruptcy Fee - One Time			14,000		
Total Expenses	\$ 3,498,000.00	\$ 3,465,000.00	\$ 3,659,000.00	\$ 3,490,000.00	\$ 3,388,000.00
Expected Cash Collect-Monroe Hospital	\$ 2,700,000.00	\$ 2,700,000.00	\$ 2,700,000.00	\$ 2,700,000.00	\$ 2,700,000.00
Expected DIP Financing for expenses	\$ 798,000.00	\$ 765,000.00	\$ 959,000.00	\$ 790,000.00	\$ 688,000.00

Total

\$ 4,975,000.00	
1,225,000	
2,375,000	
75,000	
120,000	
65,000	
625,000	
1,900,000	
3,325,000	
190,000	
375,000	
275,000	
625,000	
230,000	
50,000	
325,000	
	448,000
	100,000
	50,000
\$ 17,500,000.00	
\$ 13,500,000.00	
\$ 4,000,000.00	