

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
MCALLEN DIVISION

IN RE:

RD3J, LTD.

Debtor.

§
§
§
§
§

CASE NO. 15-70184

(Chapter 11)

DEBTOR’S MOTION FOR ORDER AUTHORIZING AND APPROVING THE
SALE OF CERTAIN REAL ESTATE AND RELATED PERSONAL PROPERTY
ASSETS FREE AND CLEAR OF LIENS, CLAIMS, INTERESTS, CHARGES
AND ENCUMBRANCES

THIS MOTION SEEKS AN ORDER THAT MAY ADVERSELY AFFECT YOU. IF YOU
OPPOSE THE MOTION, YOU SHOULD IMMEDIATELY CONTACT THE MOVING
PARTY TO RESOLVE THE DISPUTE. IF YOU AND THE MOVING PARTY CANNOT
AGREE, YOU MUST FILE A RESPONSE AND SEND A COPY TO THE MOVING PARTY.
YOU MUST FILE AND SERVE YOUR RESPONSE WITHIN 21 DAYS OF THE DATE
THIS WAS SERVED ON YOU. YOUR RESPONSE MUST STATE WHY THE MOTION
SHOULD NOT BE GRANTED. IF YOU DO NOT FILE A TIMELY RESPONSE, THE
RELIEF MAY BE GRANTED WITHOUT FURTHER NOTICE TO YOU. IF YOU OPPOSE
THE MOTION AND HAVE NOT REACHED AN AGREEMENT, YOU MUST ATTEND
THE HEARING. UNLESS THE PARTIES AGREE OTHERWISE, THE COURT MAY
CONSIDER EVIDENCE AT THE HEARING AND MAY DECIDE THE MOTION AT THE
HEARING.

REPRESENTED PARTIES SHOULD ACT THROUGH THEIR ATTORNEYS.

TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE:

Debtor RD3J, Ltd. (“Debtor” or “RD3J”), debtor and debtor-in-possession, files this (the
“Motion”) for entry of an order, substantially in the form of the proposed order attached hereto,
pursuant to sections 105(a), 363 and 365 of title 11 of the United States Code, 11 U.S.C. §§ 101-
1330 (as amended, the “Bankruptcy Code”) and Rules 2002, 6004, 6006 and 9014 of the Federal
Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), (a) authorizing and approving the sale
of certain real estate and related personal property assets of the Debtor free and clear of liens,

claims, interests, charges and encumbrances in connection with such sale. In support of this Motion, the Debtor further states as follows:

SUMMARY

With this Motion, Debtor seeks authorization to sell its non-operating Hospital facility and certain related personal property to PlainsCapital Bank free and clear of liens, claims and encumbrances pursuant to 11 U.S.C. §363. PlainsCapital Bank was the Successful Bidder in the court approved Bidding process, with a credit bid of \$1.9 million. Accordingly, the Debtor now seeks approval to finalize the sale to PlainsCapital in accordance with the terms of the Purchase Agreement attached hereto.

I. Jurisdiction and Venue

1. This Court has jurisdiction over these cases pursuant to 28 U.S.C. § 1334.
2. This is a core proceeding under 28 U.S.C. § 157(b)(2)(D).
3. Venue of the Debtor's Chapter 11 case is proper in this district pursuant to 28 U.S.C. §§ 1409.

II. Factual Background

4. The captioned bankruptcy case was on April 6, 2015 ("Petition Date") under chapter 11 of title 11 of the Bankruptcy Code, 11 U.S.C. §§101 *et seq.* (the "Bankruptcy Code"). The Debtor continues to manage its property as a debtor-in-possession pursuant to §§ 1107 and 1108 of the Bankruptcy Code.

5. No trustee or examiner has been appointed in the Debtor's bankruptcy case and an official committee of unsecured creditors has not been appointed.

6. The Debtor owns various parcels of real property in Edinburg, Texas including a medical office building located at 2402 Cornerstone Blvd, Edinburg, Texas ("MOB") and a

nearby vacant lot (“Lot”). The Debtor also owns, a hospital facility located at 2655 Cornerstone Blvd., Edinburg, Texas, and more particularly described as follows:

All of Lot 1-A, CORNERSTONE MEDICAL PARK, PHASE III - Resubdivision of Lots 1-13, Block 8, an addition to the City of Edinburg, Hidalgo County, Texas, according to the map or plat thereof recorded under Document No. 2121578, Official Records, Hidalgo County, Texas , reference to which is here made for all purposes.

(“Hospital”). The MOB is leased to Dr. Raul Marquez, M.D. the representative of the general partner of the Debtor and the principal of the Debtor (“Marquez”). The Hospital is the only property that the Debtor seeks approval to sell through this Motion.

7. PlainsCapital Bank, A Texas Banking Association (“Secured Lender”) is the Debtor’s secured lender with liens on the Hospital, as well as certain other real property owned by the Debtor, as further described in its Proof of Claim filed in this case.

8. In July 2016, the tenant leasing the Hospital terminated its lease and vacated the premises. Since that time, the Debtor has repaired significant damage to the Hospital and begun marketing the property for lease or sale.

9. On October 6, 2016, the Court entered an order authorizing the employment of Transwestern Property Company SW Group, LLC (“Transwestern”) as real estate broker for the Debtor to market the Hospital (Doc. 203).

10. The Debtor determined that the best manner to maximize value of the Hospital is to sell the Hospital and related personal property (“Assets”) through a bidding process which will maximize the amount obtained for the benefit of the estate (“Sale”). Secured Lender, which retains a lien on the Assets contemplated to be sold pursuant to this motion, agreed to the sale and reserved the right to credit bid its debt.

11. On July 7, 2017, the Court entered an order approving bidding procedures in connection with the proposed sale of Assets (“Bidding Procedures Order”) (Docket #282) and scheduling an auction (“Auction”).

12. Under the Bidding Procedures Order, Secured Lender is deemed a Qualified Bidder and its bid a Qualified Bid. The order further provides, in pertinent part, that the deadline for Qualified Bids to be submitted was scheduled as September 30, 2017, with an Auction to be held, if necessary on October 4, 2017. On September 20, 2017, the Debtor filed a Notice Rescheduling (I) Qualified Bid Deadline and (II) Auction Date Relating to Sale of Debtor’s Hospital Facility (Docket #288) rescheduling the bidding deadline to October 20, 2017 and resetting the Auction, if necessary, for October 24, 2017 at 10:00 a.m.

13. On October 11, 2017, Secured Lender submitted its credit bid in the amount of \$1.9 million (“Credit Bid”), plus \$10 for related Personal Property, as described in the Purchase Agreement and in accordance with the Bidding Procedures Order. No Qualified Bids other than the Credit Bid were received by the Debtor by the expiration of the bidding deadline.

14. Subsequently, Secured Lender was deemed the successful bidder (“Successful Bidder”). Under the terms of the Bidding Procedures Order, if Secured Lender is the Successful Bidder, Transwestern will be paid a flat fee of \$40,000 from the funds held in Debtor’s DIP account, to the extent that said funds exist.

III. Summary of Relief Requested

A. The Proposed Purchase Agreement

15. The Debtor determined in the exercise of its sound business judgment that the Sale would benefit the Debtor and its creditors. The Debtor prepared a form Real Estate Purchase Agreement (“Purchase Agreement”), a copy of which (without exhibits and schedules)

is attached hereto as Exhibit A) and incorporated herein by reference, under which, subject to the Auction and subject to Court approval, the qualified bidder with the highest or otherwise best bid (“Successful Bidder”) would purchase the Assets in connection with the Sale.

16. By this Motion, the Debtor seeks approval of the Purchase Agreement and for the proposed sale of the Assets to the Successful Bidder, free and clear of all liens, claims, charges, encumbrances, and interests.

17. The sale of the Assets to the Successful Bidder is on terms consistent with those set forth in the Bidding Procedures Order and Purchase Agreement.

IV. Legal Authority

B. Applicable Authority For Sale Of Assets Under Section 363(b) of the Bankruptcy Code

18. Section 363(b)(1) of the Bankruptcy Code provides that a debtor, “after notice and a hearing, may use, sell or lease, other than in the ordinary course of business, property of the estate.” Section 105(a) of the Bankruptcy Code provides in relevant part that “[t]he Court may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title.”

19. A sale of the Assets should be authorized pursuant to section 363 of the Bankruptcy Code if a sound business purpose exists for doing so. *In re Continental Air Lines, Inc.*, 780 F.2d 1223, 1226 (5th Cir. 1986) (“[F]or the debtor-in-possession or trustee to satisfy its fiduciary duty to the debtor, creditors and equity holders, there must be some articulated business justification for using, selling, or leasing the property outside the ordinary course of business.”). *See e.g., Meyers v. Martin (In re Martin)*, 91 F.3d 389, 395 (3d Cir. 1996) (citing *Fulton State Bank v. Schipper (In re Schipper)*, 933 F.2d 513, 515 (7th Cir. 1991)); *In re Abbotts Dairies of Pennsylvania, Inc.*, 788 F.2d 143 (3d Cir. 1986); *Stephens Indus., Inc. v. McClung*, 789 F.2d 386,

390 (6th Cir. 1986); *In re Lionel Corp.*, 722 F.2d 1063 (2d Cir. 1983); *In re Titusville Country Club*, 128 B.R. 396 (W.D. Pa. 1991); *In re Delaware & Hudson Railway Co.*, 124 B.R. 169, 176 (D. Del. 1991). In determining whether a proffered business justification is sufficient, a court should consider:

should consider all salient factors pertaining to the proceeding and, accordingly, act to further the diverse interests of the debtor, creditors and equity holders, alike. He might, for example, look to such relevant factors as the proportionate value of the asset to the estate as a whole, the amount of elapsed time since the filing, the likelihood that a plan of reorganization will be proposed and confirmed in the near future, the effect of the proposed disposition on future plans of reorganization, the proceeds to be obtained from the disposition vis-a-vis any appraisals of the property, which of the alternatives of use, sale or lease the proposal envisions and, most importantly perhaps, whether the asset is increasing or decreasing in value. This list is not intended to be exclusive, but merely to provide guidance to the bankruptcy judge.

Continental Air Lines, 780 F.2d at 1226 (quoting *Lionel Corp.*, 722 F.2d at 1071).

20. “Once a court is satisfied that there is a sound business reason or an emergency justifying the pre-confirmation sale, the court must also determine that the trustee has provided the interested parties with adequate and reasonable notice, that the sale price is fair and reasonable and that the proposed purchaser is proceeding in good faith.” *Del. & Hudson Railway*, 124 B.R. at 176.

21. The Debtor proposed the sale of the Assets after thorough consideration of all viable alternatives, and concluded that the sale is supported by a number of sound business reasons. Accordingly, given the distressed financial condition of the Debtor, a sale of the Assets is appropriate under section 363(b) of the Bankruptcy Code, as the courts in this Circuit and elsewhere have applied it. *See e.g., Tempo Technology*, 202 B.R. at 369-70 (approving a sale of all of the debtor’s assets, within a month after the petition date, where the debtor faced a cash shortfall, operated in an industry where there were few potential proposed purchasers, and

anticipated continuing losses and a decline in value of the bankruptcy estates); *Del. & Hudson Railway*, 124 B.R. at 177 (affirming the bankruptcy court's approval of a sale of substantially all of the debtor's assets where the debtor would have been "in liquidation mode if required to delay a sale until after filing a disclosure statement and obtaining approval for a reorganization plan"); *Titusville Country Club*, 128 B.R. at 400 (granting an expedited hearing on a motion to approve a sale as a result of "deterioration" of the debtor's assets); *Coastal Indus., Inc. v. Internal Revenue Service (In re Coastal Indus., Inc.)*, 63 B.R. 361, 366-69 (Bankr. N.D. Ohio 1986) (approving an expedited sale pursuant to section 363(b) of the Bankruptcy Code just five weeks after the petition date where the debtor was suffering operating losses). All of the factors discussed in the cases cited above apply to the Debtor and the Assets.

22. As discussed in detail above, the Debtor has concluded that a sale of the Assets represents the best manner in which to maximize value to creditors of the Debtor's chapter 11 estate. Preservation of value for the benefit of all constituencies is a compelling circumstance, and maximization of asset value for the benefit of all creditors is a sound business purpose, warranting authorization of the proposed sale of the Assets. There is more than adequate business justification to sell the Assets to the Successful Bidder(s).

23. The Debtor conducted a sale process consistent with the requirements of the Bankruptcy Code and Court approved Bidding Procedures. This process assured that the Assets would be sold for fair market value. Consequently, the fairness and reasonableness of the consideration received by the Debtor from the Successful Bidder, ultimately demonstrated, by "market exposure" and an Auction process, the best means for establishing whether a fair and reasonable price is being paid.

C. The Asset Sale Satisfies The Requirements Of Section 363(f) of the Bankruptcy Code For A Sale Free And Clear of Liens, Claims, and Interests

24. Section 363(f) of the Bankruptcy Code provides:

The trustee may sell property under subsection (b) or (c) of this section free and clear of any interest in such property of an entity other than the estate, only if –

(1) applicable nonbankruptcy law permits sale of such property free and clear of such interest;

(2) such entity consents;

(3) such interest is a lien and the price at which such property is to be sold is greater than the aggregate value of all liens on such property;

(4) such interest is in a bona fide dispute; or

(5) such entity could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of such interest.

11 U.S.C. § 363(f).

25. Section 363(f) of the Bankruptcy Code is drafted in the disjunctive. Thus, satisfaction of any of the requirements enumerated therein will suffice to warrant the Debtor's sale of the Assets free and clear of all liens, claims, rights, interests, equitable servitudes, and encumbrances (collectively, the "Interests"). See *Citicorp Homeowners Services, Inc. v. Elliot*, 94 B.R. 343, 345 (E.D. Pa. 1988). The Debtor submits that each Interest that is not assumed satisfies at least one of the five conditions of section 363(f) of the Bankruptcy Code, and that any such Interest will be adequately protected by either being paid in full at the time of closing, or by having it attach to the net proceeds of the sale, subject to any claims and defenses the Debtor may possess with respect thereto. The Debtor accordingly requests that the Assets be transferred to the Successful Bidder(s), free and clear of all Interests.

D. The Sale of Assets Is Free of Any Successor Liability To the Successful Bidder

26. The Successful Bidder(s) should not be liable for any of the Debtor's liabilities (other than assumed liabilities), as a successor to the Debtors' business or otherwise (the

“Excluded Liabilities”). Extensive case law exists providing that claims against the debtor are directed to the proceeds of a free and clear sale of property and may not subsequently be asserted against a buyer.

27. Section 363(f) of the Bankruptcy Code provides for the sale of assets “free and clear of any interests.” The term “any interest,” as used in section 363(f) of the Bankruptcy Code, is not defined anywhere in the Bankruptcy Code. *Precision Indus., Inc. v. Qualitech Steel SBQ, LLC*, 327 F.3d 537, 545 (7th Cir. 2003); *Folger Adam Security v. DeMatteis/MacGregor, JV*, 209 F.3d 252, 259 (3d Cir. 2000). In *Qualitech*, the Seventh Circuit construed the term “any interest” very broadly. 327 F.3d at 545. In *Folger Adam*, the Third Circuit specifically addressed the scope of the term “any interest.” 209 F.3d at 258. The Third Circuit observed that while some courts have “narrowly interpreted that phrase to mean only *in rem* interests in property,” the trend in modern cases is towards “a broader interpretation which includes other obligations that may flow from ownership of the property.” *Id.* at 258, citing *3 Collier on Bankruptcy* ¶ 363.06[1]. As determined by the Fourth Circuit in *In re Leckie Smokeless Coal Co.*, 99 F.3d 573, 581-582 (4th Cir. 1996), the scope of 11 U.S.C. § 363(f) is not limited to *in rem* interests. Thus, the Third Circuit in *Folger Adam* stated that *Leckie* held that the debtors “could sell their assets under §363(f) free and clear of successor liability that otherwise would have arisen under federal statute.” *Folger Adam*, 209 F.3d at 258.

28. Courts have consistently held that a proposed purchaser of a debtor’s assets pursuant to a section 363 sale takes free from successor liability resulting from pre-existing claims. See *Ninth Avenue Remedial Group*, 195 B.R. 716l, 732 (Bankr. N.D. Ind. 1996) (stating that a bankruptcy court has the power to sell assets free and clear of any interest that could be brought against the bankruptcy estate during the bankruptcy); *In re Johns-Manville Corp.*, 837

F.2d 89 (2d Cir.), (channeling of claims to proceeds consistent with intent of sale free and clear under section 363(f) of the Bankruptcy Code); *In re New England Fish Co.*, 19 B.R. 323 (Bankr. W.D. Wash. 1982) (transfer of property in free and clear sale included free and clear of Title VII employment discrimination and civil rights claims of debtor's employees); *In re Hoffman*, 53 B.R. 874 (Bankr. D.R.I. 1985), *aff'd*, 65 B.R. 985 (D.R.I. 1986) (transfer of liquor license free and clear of any interest permissible even though the estate had unpaid taxes); *In re All Am. Of Ashburn, Inc.*, 56 B.R. 186 (Bankr. N.D. Ga.), *appeal decided by* 805 F.2d 1515 (11th Cir. 1986) (product liability claims precluded on successor doctrine in a sale of assets free and clear); *In re WBQ Partnership*, 189 B.R. 97 (Bankr. E.D. Va. 1995) (State's right to recapture depreciation is an interest as used in section 363(f) of the Bankruptcy Code).

29. For obvious reasons, the very purpose of an order purporting to authorize the transfer of assets free and clear of all "interests" would be frustrated if claimants could thereafter use the transfer as a basis to assert claims against the proposed purchaser arising from the debtor's pre-sale conduct. Under section 363(f) of the Bankruptcy Code, the Successful Bidder is entitled to know that the Assets are not infected with latent claims that will be asserted against the Successful Bidder(s) after the proposed transaction is completed.

30. Existing case law authorizes the issuance of injunctions under these circumstances:

Courts have long recognized that inherent within the authority to sell property free and clear of liens is the power to enjoin such creditors from pursuing the purchaser of such property. Nevertheless, more explicit protection is often needed to effectuate this important aspect of a § 363 sale. In other words, an actual injunction barring creditors from suing a proposed purchaser of estate assets is sometimes necessary and appropriate to give the "free and clear" aspect of § 363(f) meaning. When this is the case, a court has the power to "issue an [] order . . . necessary or

appropriate to carry out [§ 363(f), one of] the provisions of the [Bankruptcy Code].

In re Dow Corning Corp., 198 B.R. 214, 245 (Bankr. E.D. Mich. 1996) (citing 11 U.S.C. § 105(a)); *Whitehead & Kales Co. v. Dempster (In re Wiltse Bros. Corp.)*, 361 F.2d 295, 299 (6th Cir. 1966). Also, while the bankruptcy courts generally recognize that:

§ 105(a) neither creates substantive rights nor permits the courts to contravene the Bankruptcy Code,” it is equally clear that under certain circumstances “a permanent injunction is necessary to ‘carry out’ the effect of the ‘free-and-clear’ language [contained in a § 363 sale order].

W.B.Q. Partnership, 189 B.R. at 110. See also *In re P.K.R. Convalescent Centers*, 189 B.R. 90 (Bankr. E.D. Va. 1995)(the bankruptcy court enjoined a creditor from suing the proposed purchaser prior to the approval of the sale); *In re Paris Industries Corp.*, 132 B.R. 504 (D. Me. 1991) (enjoining creditors from filing suit against proposed purchaser where claim against predecessor in bankruptcy court was possible and free and clear sale enabled bankruptcy court to enjoin product liability claims as asserted against proposed purchaser).

31. In this matter, the Successful Bidder(s) will be understandably unwilling to purchase assets from the Debtor supposedly free and clear of claims, liens, rights, interests and encumbrances, only to be forced to repeatedly re-litigate the issue with the individual claimants after the sale is completed.

E. Good Faith Under Section 363(m) of the Bankruptcy Code

32. Section 363(m) of the Bankruptcy Code provides:

The reversal or modification on appeal of an authorization under subsection (b) or (c) of this section of a sale or lease of property does not affect the validity of a sale or lease under such authorization to an entity that purchased or leased such property in good faith, whether or not such entity knew of the pendency of the appeal, unless such authorization and such sale or lease were stayed pending appeal.

11 U.S.C. § 363(m). While the Bankruptcy Code does not define “good faith”, the Third Circuit in *In re Abbotts Dairies of Pennsylvania, Inc.*, 788 F.2d 143 (3d Cir. 1986) has held that:

[t]he requirement that a Proposed Purchaser act in good faith . . . speaks to the integrity of his conduct in the course of the sale proceedings. Typically, the misconduct that would destroy a Proposed Purchaser’s good faith status at a judicial sale involves fraud, collusion between the Proposed Purchaser and other bidders or the trustee, or an attempt to take grossly unfair advantage of other bidders.

788 F.2d at 147 (citations omitted). The Debtor requests that the Court make a finding that the Successful Bidder has purchased the Assets, in good faith within the meaning of section 363(m) of the Bankruptcy Code.

F. The Form, Manner and Extent of Notice of the Motion and the Proposed Sale are Appropriate and Adequate Under the Circumstances

33. On July 11, 2017, the Debtor distributed a Notice of Sale of Assets and Auction (Docket #283), a copy of which is attached to the Sales Procedures Order as Exhibit B (the “Auction Notice”), to (a) the United States Trustee; (b) Full and Master Service Lists; and (c) all entities who have expressed an interest in acquiring the Assets.

34. The Debtor served the Notice of Sale of Assets and Auction at least 21 days prior to the auction on: (a) the United States Trustee; (b) Full & Master Service Lists; and (c) all entities who expressed an interest in acquiring the Assets. No bids other than the credit bid from PlainsCapital were received. Notice of this Motion, is also being served on these same parties.

35. The notice of the sale given by the Debtor sufficiently describes the terms and conditions of the proposed sale. *See Delaware & Hudson Railway*, 124 B.R. at 180 (Bankr. D. Del. 1991) (the disclosures necessary in such a sale notice need only include the terms of the sale and the reasons why such a sale is in the best interests of the estate and do not need to include the

functional equivalent of a disclosure statement); *In re Ionosphere Clubs, Inc.*, 184 B.R. 648 (S.D.N.Y. 1995).

36. Several sections of the Bankruptcy Code dictate the sufficiency of notice and adequacy of service. As discussed below, the content and manner of service of this Sale Motion and the related notices satisfies all such requirements.

37. Section 363 Notice. Section 363 of the Bankruptcy Code provides that a trustee may sell property “after notice and hearing.” Under section 102(1) of the Bankruptcy Code, the phrase “after notice and hearing” means “notice as is appropriate in the particular circumstances, and such opportunity for a hearing as is appropriate in the particular circumstances.” 11 U.S.C. § 102(1)(A). As set forth above, creditors have been provided notice of the salient details regarding this Sale Motion and the Sale Hearing. Accordingly, notice is sufficient under section 363 of the Bankruptcy Code.

38. Bankruptcy Rule 2002. Rule 2002 requires twenty-one days’ notice of proposed sales of property other than in the ordinary course of business. In addition, Rule 2002 provides that notice of a sale shall “include the time and place of any public sale, the terms and conditions of any private sale and the time fixed for filing objections.” Fed. R. Bankr. P. 2002. As set forth above, the Notice of Sale of Assets and Auction satisfies each of these requirements.

39. Procedural Due Process. The notice of this Sale Motion that is being provided is “reasonably calculated” to apprise interested parties of the pendency of the matter and to afford them an opportunity to object. *See Mullane v. Central Hanover Bank & Trust Co.*, 339 U.S. 306, 314 (1950). Parties in interest have been and should be found to have been afforded adequate notice of this Sale Motion.

40. The Debtor submits that the notice it provided of the proposed sale and of this Sale Motion is reasonable and appropriate and should be approved by this Court as adequate and sufficient notice.

41. Debtor also requests that in accordance with Federal Rules of Bankruptcy Procedure 6004(h), the Court waive the requirement that the order approving this sale be stayed for 14 days after the entry of the Sale Order and authorize that the order be effective and enforceable immediately upon its entry.

Conclusion

42. The Debtor's proposed sale of the Assets as described in this Sale Motion is proper, necessary and serves the best interests of the Debtor, its estate, and creditors. The Debtor thus requests the Court to approve the sale as requested.

WHEREFORE, the Debtor respectfully request that the Court enter an order in substantially the form attached hereto (i) authorizing and approving the Purchase Agreement and sale of Assets free and clear of liens, claims, interests, charges and encumbrances and (ii) granting such other and further relief as is just and proper.

Dated: December 15, 2017

Respectfully submitted,

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ATTORNEYS FOR THE DEBTOR

CERTIFICATE OF SERVICE

I certify that on December 15, 2017, a copy of the above Motion was sent via ECF to the following and all creditors:

Stephen Statham
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606 N. Carancahua, Ste. 1107
Corpus Christi, Texas 78476-1702

Via ECF

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Via ECF

All other creditors of record

By: /s/ Christopher Cheatham
Christopher Cheatham

EXHIBIT A

REAL ESTATE PURCHASE CONTRACT

This REAL ESTATE PURCHASE CONTRACT (this "Contract") is entered into this day of _____, 2017 (the "Effective Date"), subject to approval of the Bankruptcy Court (defined below), between RD3J, LTD, a Texas limited partnership ("Debtor" and "Seller"), and PlainsCapital Bank, A Texas Banking Association, or its nominee or affiliate ("Buyer"). Buyer and Seller are also each referred to herein individually as a "Party" and collectively as the "Parties." Edwards Abstract and Title Company(the "Title Company") is a party to this Contract only to the extent of acknowledging receipt of the Earnest Money (defined below) and a fully executed copy of this Contract by Seller and Buyer.

In consideration of the mutual covenants set forth herein and in consideration of the Purchase Price, as hereinafter defined, the receipt and sufficiency of which are hereby acknowledged by Seller, the Parties hereby agree as follows:

A. Sale and Purchase

Upon approval of the Bankruptcy Court for the Southern District of Texas, McAllen Division ("Bankruptcy Court"), Seller shall sell, convey, and assign to Buyer, free and clear of all liens, claims, and Buyer shall purchase and accept from Seller, for the Purchase Price and on and subject to the terms and conditions herein set forth, the tracts or parcels of land situated in Hidalgo County, Texas, described in Exhibit A hereto, together with all rights and interests appurtenant thereto, including all of Seller's right, title, and interest in and to any and all water rights, adjacent roads, minerals, streets, alleys, easements, rights of way and appurtenances; any and all site plans, soil and substrata studies, architectural drawings, plans and specifications and engineering and environmental reports currently in Seller's possession; and any and all development rights, permits, licenses or other appraisals regarding the same (all of the foregoing, collectively, the "Land"); and any and all improvements and fixtures located on the Land, as applicable; the "Improvements", together with the Land, are collectively referred to hereafter as the "Property". Buyer agrees to purchase the Property on an "as-is" basis in accordance with the terms of this Contract and the Order Approving Bidding Procedures approved by the Bankruptcy Court on July 7, 2017 and attached hereto as Exhibit C ("Bidding Procedures Order"). If a conflict arises in the terms of this agreement and the Bidding Procedure Order, the Bidding Procedures Order will control.

B. Purchase Price

The price for which Seller shall sell and convey the Property to Buyer, and which Buyer shall pay to Seller, is the Credit Bid of One Million Nine Hundred Thousand and No/100 Dollars (\$1,900,000.00), which shall be credited against the debt owed by Seller (the "Purchase Price"), to be credited by Buyer at Closing (as hereinafter defined).

C. Earnest Money

Purchaser is submitting a credit bid offer and no earnest money deposit is required.

D. Title and Survey

1. Review of Title. The following statutory notice is provided to Buyer on behalf of the real estate licensees, if any, involved in this transaction:

BUYER IS ADVISED THAT IT SHOULD EITHER HAVE THE ABSTRACT COVERING THE PROPERTY EXAMINED BY AN ATTORNEY OF BUYER'S OWN SELECTION AND/OR BE FURNISHED WITH OR OBTAIN A POLICY OF TITLE INSURANCE.

2. Delivery of Title Commitment. Buyer may obtain a Title Policy at its own expense.

E. Inspection

1. Entry onto the Property. Buyer and its agents shall have the right to enter the Property at all reasonable times prior to Closing to inspect or survey the Property, subject to the following:

a. If any portion of the Property is altered because of Buyer's entry, Buyer shall return the Property to its prior condition promptly after the alteration occurs;

b. Buyer shall deliver to Seller copies of all inspection reports and Survey(s) that Buyer prepares or receives from third-party consultants or contractors within five (5) days of their preparation or receipt, as applicable; and Seller.

c. Buyer shall abide by any other reasonable entry rules imposed by Seller.

2. Cooperation. Seller shall cooperate with Buyer before Closing, with any reasonable evaluation, inspection, audit, or study of the Property prepared by, for, or at the request of Buyer.

F. Representations

1. Buyer's Representations, Warranties, and Covenants. Buyer hereby represents and warrants to Seller as follows:

a. Buyer is a Texas Banking Association duly organized, validly existing and in good standing under the laws of the State of Texas.

b. The consummation of the transactions contemplated hereby have been duly and validly authorized by all necessary company action on the part of Buyer, and this Contract is a valid and binding obligation of Buyer enforceable (subject to normal equitable principles) in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, debtor relief or similar laws affecting the rights of creditors generally.

c. No consent, approval or authorization of, or filing of a registration with, any governmental or regulatory authority, or any other person or entity is required to be made

or obtained by Buyer in connection with the execution, delivery or performance of this Contract or the consummation of the transactions contemplated hereby.

d. All negotiations relative to this Contract and the transactions contemplated hereby have been carried on by Buyer and its counsel directly with Seller and its counsel, without the intervention by any other person as the result of any act of Buyer in such a manner as to give rise to any valid claim against any of the Parties hereto for any brokerage commission, finder's fee or any similar payments.

2. Seller's Representations, Warranties, and Covenants. Seller hereby represents and warrants to, and covenants with, Buyer that:

a. Seller, as a condition of this sale, will seek a final order from the Bankruptcy Court under 11 U.S.C. § 363, in substantially the same form attached hereto as Exhibit D, approving this Contract and authorizing the consummation of the transactions contemplated herein including, without limitation, the sale and conveyance of the Property to Buyer free and clear of any and all liens, claims, and interests with any liens, claims, or interests with the Credit Bid to be applied against existing debt of Seller. The 363 Sale shall be on an "as is, where is" basis and without representations or warranties of any kind, nature, or description by the Seller or his representatives except for the express representations contained in the purchase agreement. (the "Sale Order").

b. Seller is currently undergoing restructuring under the applicable provisions of the United States Bankruptcy Code and the Federal Rules of Bankruptcy Procedure.

c. Upon entry of the Sale Order, this Contract is a valid and binding obligation of Seller enforceable (subject to normal equitable principles) in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, debtor relief or similar laws affecting the rights of creditors generally.

d. Upon entry of the Sale Order, Seller has full right, power, and authority to execute and deliver this Contract and to consummate the purchase and sale transaction provided for herein without obtaining any further consents or approvals from, or the taking of any other actions with respect to, any other third parties.

e. Upon entry of the Sale Order, Seller will be able to transfer good, marketable and indefeasible title in fee simple to the Property, free and clear of all liens, claims, interests or encumbrances.

f. The copies of all documents delivered by or on behalf of Seller to Buyer pursuant to this Contract shall be true and complete in all material respects and, to the best of Seller's knowledge and belief, the information contained therein shall be true and complete in all material respects.

g. OMITTED

h. Seller has not, nor, to Seller's knowledge, has any other Person for whose conduct Seller is or may be held responsible, received any citation, directive, inquiry, notice, order, summons, warning or other communication that relates to hazardous activity, Hazardous Materials, or any alleged, actual, or potential violation or failure to comply with any Environmental Law, or of any alleged, actual, or potential obligation to undertake or bear the cost of any environmental liabilities with respect to the Property.

i. Seller has delivered to Buyer true and complete copies and results of any reports, studies, analyses, tests, or monitoring possessed or initiated by Seller, if any, pertaining to Hazardous Materials or hazardous activities in, on, or under the Property, or concerning compliance by Seller or any other Person for whose conduct it is or may be held responsible, with Environmental Laws.

j. There is no condemnation, expropriation or other proceeding in eminent domain pending or, to Seller's knowledge, threatened, affecting the Property or any portion thereof or interest therein. There is no injunction, decree, order, writ or judgment outstanding, nor any claim, litigation, administrative action or similar proceeding pending, or to Seller's knowledge, threatened, relating to the ownership, lease, or use of the Property or any portion thereof.

k. To the extent any other property situated in or on the Property does not constitute Property being conveyed pursuant to this Contract ("Personal Property"), Seller shall do (or cause to be done) all further acts as may reasonably be necessary or desirable to facilitate the conveyance of such Personal Property, on an 'as-is, where is" basis as provided in the Bidding Procedures Order, from the applicable title holder to Buyer, including, without limitation, subject to the terms of the Sale Order as entered, paying \$10.00 in the aggregate relating to such Personal Property. A list of Personal Property that is contemplated to be conveyed under the terms of this provision is attached hereto as Exhibit F(2)(k).

l. Seller has retained Transwestern in connection with the sale of the Property. Transwestern shall be paid its commissions and fees in accordance with its engagement and the Bidding Procedures Order and subject to Bankruptcy Court approval. No commissions or fees shall be paid to any broker, agent or party engaged by Buyer in connection with this Contract and purchase of the Property.

PURCHASER IS RELYING ON ITS OWN DUE DILIGENCE INVESTIGATION IN MAKING ITS DECISION TO PURCHASE THE PROPERTY AND, EXCEPT AS SET FORTH ABOVE, HAS NOT RELIED ON ANY REPRESENTATIONS OR WARRANTIES OF SELLER OR ANYONE ACTING ON BEHALF OF SELLER, EXCEPT FOR THE WARRANTY OF TITLE WHICH WILL BE SET FORTH IN THE DEED AND THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT. EXCEPT AS SET FORTH IN THE DEED AND IN THIS AGREEMENT, THE PROPERTY IS BEING SOLD "AS IS"

"WHERE IS" AND WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, SELLER MAKES NO REPRESENTATION OR WARRANTY AS TO WHETHER THE PROPERTY IS IN VIOLATION OF ANY CITY, STATE OR FEDERAL LAWS, RULES, CODES, ORDERS, REGULATIONS OR ORDINANCES (COLLECTIVELY CALLED "LAWS"), INCLUDING, WITHOUT LIMITATION, ANY LAWS RELATING TO THE ENVIRONMENTAL CONDITION OF THE PROPERTY. THIS PROVISION SHALL SURVIVE THE CLOSING.

m. Seller's representations, warranties and covenants stated in this Section F are true and correct as of the Effective Date and shall be true and correct on the date of the entry of the Sale Order. All of Seller's representations and warranties shall survive Closing.

G. Condition of the Property until Closing; Condemnation

1. Maintenance and Operation. Until Closing, Seller shall (a) maintain the Property as it exists on the Effective Date, and (b) comply with all contracts and governmental regulations affecting the Property.

2. Condemnation. Seller shall notify Buyer promptly after Seller receives notice that any part of the Property has been or is threatened to be condemned or otherwise taken or revoked by any Governmental Body. Buyer may terminate this Contract if the condemnation would materially affect Buyer's intended use of the Property by giving notice to Seller within fifteen (15) days after receipt of Seller's notice to Buyer (or before Closing if Seller's notice is received less than fifteen (15) days before Closing). If Buyer does not terminate this Contract, (a) Buyer and Seller shall each have the right to appear and defend their respective interests in the Property in any condemnation proceedings, (b) any award in condemnation shall be assigned to Buyer, and (c) if the taking occurs before Closing, the description of the Property shall be revised to delete the portion taken.

3. Claims; Hearings. Seller shall notify Buyer promptly of any claim or administrative hearing that is threatened, filed, or initiated before Closing that affects the Property.

H. Closing

The closing of the sale of the Property by Seller to Buyer ("Closing") shall occur on or as of a date within 15 days after entry of the Sale Order ("Closing Date"), unless otherwise extended by written agreement of the Parties. Time is of the essence with regard to the Closing Date. The Closing shall occur at the offices of the Title Company, commencing at 10:00 a.m. on the Closing Date. Except as may be waived, each of the following, which are mutually concurrent conditions, shall occur at the Closing:

1. Buyer, at its sole cost and expense, shall deliver or cause to be delivered to

- a. The Purchase Price ; and
 - b. Evidence of Buyer's authority to close the transaction contemplated by this Contract.
2. Seller, at its sole cost and expense, shall deliver or cause to be delivered to Buyer the following:
- a. A Special Warranty Deed in the form of Exhibit B hereto, fully executed and acknowledged by Seller, conveying to Buyer the Property;
 - b. A Bill of Sale, fully executed conveying to Buyer the Personal Property.
 - c. A Sale Order entered by the Bankruptcy Court in substantially the same form attached hereto as Exhibit D;

The documents referred to in 1 and 2 above are each referred to individually as a "Closing Document " and collectively, as the "Closing Documents."

3. All normal and customarily pro-ratable items, including without limitation real estate and personal property taxes, building association assessments, utility bills, rents, interest, and property agreement payments shall be prorated as of the Closing Date, Seller being charged and credited for all of same up to such date and Buyer being charged and credited for all of same on and after such date. If the actual amounts to be prorated are not known as of the Closing Date, the prorations shall be made on the basis of the best evidence then available, and thereafter, when actual figures are received, a cash settlement will be made between Seller and Buyer. The provisions of this Section H.3. shall survive Closing.

4. Seller shall pay all costs and liabilities relating to the Property that arise out of or are attributable to the period prior to the Closing Date. Seller shall have the right to receive all proceeds relating to the Property that are properly allocable to the period before the Closing Date, and Buyer shall have the right to receive all proceeds relating to the Property that are properly allocable to the period from and after the Closing Date. Buyer shall pay all costs and liabilities relating to the Property that arise out of or are attributable to the period from and after the Closing Date, except such costs and liabilities that arise out of or result from a breach by Seller of its representations and warranties set forth in Section F hereof. This Section H.4. shall survive Closing.

5. Delivery of Property. Upon completion of the Closing, Seller shall deliver to Buyer possession of the Property free and clear of all tenancies of every kind and parties in possession.

6. Transaction Costs.

- a. Seller 's Costs. Seller shall pay one-half of the escrow fee charged by Title Company; the costs to prepare the Warranty Deed; the costs to obtain, deliver, and record releases of all liens to be released at Closing; the costs, if any, to obtain the certificates or reports of ad valorem taxes; and Seller's expenses and attorney's fees.

b. Buyer's Costs. Buyer shall pay the cost of the Survey; the cost of the Title Policy; the costs to deliver copies of the instruments described in Section D.3; one-half of the escrow fee charged by Title Company; the costs to obtain financing of the Purchase Price, if any, including the incremental premium costs of mortgagee's title policies and endorsements and deletions required by Buyer's lender; and Buyer's expenses and attorney's fees.

I. Default and Remedies

1. Seller 's Default. If Seller fails to perform any of its obligations under this Contract or if any of Seller's representations are not true and correct as of the Effective Date or on the Closing Date ("Seller's Default"), Buyer may elect either of the following as its sole and exclusive remedy:

a. Termination; Liquidated Damages. Buyer may terminate this Contract by giving written notice to Seller on or before the Closing Date. .

2. Buyer's Default. If Buyer fails to perform any of its obligations under this Contract, or if any of Buyer's representations are not true and correct in all material respects as of the Effective Date or on the Closing Date ("Buyer's Default"), Seller may as its sole and exclusive remedy terminate this Contract.

3. Attorney's Fees. If either Party retains an attorney to enforce this Contract, the Party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.

4. Duties after Termination. If this Contract is terminated, Buyer shall promptly return to Seller all documents relating to the Property that Seller has delivered to Buyer and all copies that Buyer has made of any such documents. After return of the documents and copies, if any, neither Party will have further duties or obligations to the other under this Contract, except for those obligations that expressly or by context provide herein that they shall survive termination of this Contract.

J. Miscellaneous Provisions

1. Definitions.

a. As used in this Contract, each of the following capitalized words and phrases shall have the meaning set forth below:

i. "Credit Bid" shall mean the credit bid by PlainsCapital Bank as "Buyer" of \$1,900,000 as a credit against the debt of Seller.

ii. "Environmental Law" shall mean any Legal Requirement relating to the protection of the air, surface water, groundwater or land, and/or governing the handling, use, generation, treatment, storage or disposal of Hazardous Materials, but not including any Legal Requirement enforced by the Occupational Safety

and Health Administration (or by any state, provincial, local, domestic or foreign equivalent of the Occupational Safety and Health Administration).

iii. "Governmental Body" shall mean any federal, state, local, foreign or other governmental or administrative body, instrumentality, department or agency or any court, tribunal or administrative hearing.

v. "Hazardous Materials" means each and every element, compound, chemical mixture, contaminant, pollutant, material, waste or other substance which is defined, determined or identified as hazardous or toxic by a Governmental Body or the release of which is regulated. Without limiting the generality of the foregoing, the term will include (a) "hazardous substances" as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. § 9601, as amended, and regulations promulgated thereunder, (b) "extremely hazardous substances" as defined in the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. § 11049, as amended, and regulations promulgated thereunder, (c) "hazardous waste" as defined in the United States Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6903, as amended, and regulations promulgated thereunder, (d) "hazardous materials" as defined in the United States Hazardous Materials Transportation Act of 1975, 49 U.S.C. § 5102, as amended, and regulations promulgated thereunder, (e) any "chemical substance or mixture" subject to the United States Toxic Substances Control Act, 15 U.S.C. §§ 2602, et seq., as amended, and regulations promulgated thereunder, and (f) asbestos.

v. "Person" shall mean an individual, partnership, corporation, limited liability company, unincorporated organization, association, joint venture, estate, trust, association, organization, labor union, or other entity or Governmental Body.

vi. "Proceeding" shall mean any proceeding, action, claim, charge, appeal, compliant, arbitration, investigation, litigation, or suit (including any civil, criminal, administrative, investigative, or appellate proceeding) commenced, brought, conducted, or heard by or before any Governmental Body.

vii. "Survey" means an on the ground, staked plat of survey and metes and bounds description of the Land, prepared by a surveyor of Buyer's choice, dated after the Effective Date showing all easements and encroachments on the Land, including whether there are any wetlands on the Land and whether any of the Land lies within the 100-year flood plain and showing the amount of square feet in and out of the flood plain.

viii. "Title Commitment" means a Commitment for Issuance of an Owner Policy of Title Insurance by the Title Company, as agent for Underwriter, stating

the condition of title to the Land. The "effective date" stated in the Title Commitment must be after the Effective Date of this Contract.

ix. "Title Policy" means a TLTA Owner Policy of Title Insurance covering the Land issued by Title Company, as agent for Underwriter, in conformity with the last Title Commitment delivered to and approved by Buyer.

b. Other terms defined in this Contract shall have the meanings so given them.

2. Notices. Any notice required by or permitted under this Contract must be in writing. Any notice required by this Contract will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Contract. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or 'other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein. Copies of each notice must be given by one of these methods to the attorney, if any, of the Party to whom notice is given. For purposes of notice, the addresses of the Parties shall be as follows:

If to Seller: RD3J, Ltd.
Attn: Dr. Raul Marquez, MD,
2402 Cornerstone Blvd.
Edinburg, TX 78539-8462
Phone: () _____.

With a copy to: Villeda Law Group
Attn: Antonio Villeda,
6316 North 10th Street, Bldg. B
McAllen, TX 78504
(956) 631-9100 Telephone
(956) 631-9146 Fax

and

Hoover Slovacek, LLP
Attn: Edward L. Rothberg/ Melissa A. Haselden
Galleria Tower II
5051 Westheimer, Suite 1200
Houston, TX 77056

If to Buyer:
PlainsCapital Bank
Attn: Michael F. Cocanougher
325 N. Saint Paul Street
Suite 800

Dallas, TX 75201
Phone: (972)588-3477

With a copy to:
Atlas, Hall & Rodriguez
Attn: Vicki M. Skaggs
818 Pecan Blvd,
McAllen, TX 78501
Phone: (956) 632-8252

If to Title Company:
Edwards Abstract and Title Co,
Attn: Mariana Ramirez
4228 N. McColl Road
McAllen TX 78504
Phone: 956) 682-4951

3. Entire Contract. This Contract, together with its exhibits, and any Closing Documents delivered at Closing constitute the entire agreement of the Parties concerning the sale of the Property by Seller to Buyer. There are no oral representations, warranties, agreements, or promises pertaining to the sale of the Property by Seller to Buyer not incorporated in writing in this Contract.

4. Captions. The captions and headings used herein are for reference purposes only and shall not affect the meaning or interpretation of the terms and provisions of this Contract.

5. Amendment. This Contract may be amended only by an instrument in writing signed by the Parties.

6. Assigns; Beneficiaries. This Contract shall inure to the benefit of and be binding on the Parties hereto and their respective heirs, legal representatives, successors, and assigns. This Contract is for the sole benefit of Seller and Buyer, and no third party is intended to be a beneficiary of this Contract.

7. Survival. The obligations of this Contract that cannot be performed before termination of this Contract or before Closing will survive termination of this Contract or Closing, and the legal doctrine of merger will not apply to these matters. If there is any conflict between the Closing Documents and this Contract, the Closing Document(s) shall control.

8. Governing Law. THIS CONTRACT SHALL BE GOVERNED, CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS,

WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS OTHERWISE APPLICABLE TO SUCH DETERMINATIONS. The Bankruptcy Court shall be the exclusive venue for resolution of any disputes regarding this Contract.

9. Waiver of Default. It is not a waiver of default if the non-defaulting Party fails to declare immediately a default or delays taking any action with respect to the default.

10. Severability. This is an entire contract and is not severable.

11. Ambiguities Not to Be Construed Against Drafting Party. The Parties having participated jointly in the negotiation and drafting of this Contract, no rule of construction that ambiguities in a document are to be construed against the party who drafted it will be applied in interpreting this Contract.

12. No Special Relationship. The Parties' relationship is an ordinary commercial relationship, and they do not intend to create the relationship of principal and agent, partnership, joint venture, or any other special relationship.

13. Counterparts. This Contract may be executed in a number of identical separate counterparts (including by facsimile transmission or by other electronic means showing execution by a Party), each of which for all purposes is to be (i) deemed an original; and (ii) as effective as delivery of a manually executed counterpart, but all of which shall constitute, collectively, one Contract.

IN WITNESS WHEREOF, Buyer and Seller have executed this Contract as of the date first set forth above.

PURCHASER:

By: _____
Name:
Title:

SELLER:

RD3J, Ltd.

**By: Quez Management, Inc., A Texas
Corporation
Its General Partner**

By: _____
Name: Dr. Raul Marquez
Title: President

Title Company acknowledges receipt of a copy of this Contract executed by both Buyer and Seller.

TITLE COMPANY:

By: _____
Name:
Title:

EXHIBIT A

Land Description

All of Lot 1-A, CORNERSTONE MEDICAL PARK, PHASE III - Resubdivision of Lots 1-13, Block 8, an addition to the City of Edinburg, Hidalgo County, Texas, according to the map or plat thereof recorded under Document No. 2121578, Official Records, Hidalgo County, Texas , reference to which is here made for all purposes.

EXHIBIT B

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

SPECIAL WARRANTY DEED

THE STATE OF TEXAS §
 § KNOW ALL BY THESE PRESENTS:
COUNTY OF HIDALGO §

That **RD3J, LTD.**, a Texas limited partnership (“Grantor”), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has GRANTED, SOLD AND CONVEYED, and by these presents does hereby GRANT, SELL AND CONVEY unto **PLAINSCAPITAL BANK**, a Texas banking association (“Grantee”), whose address is Attn: Michael F. Cocanougher, 325 N. Saint Paul Street, Suite 800, Dallas, TX 75201, all of the following property:

All of Lot 1-A, CORNERSTONE MEDICAL PARK, PHASE III – a Resubdivision of Lots 1-13, Block 8, an addition to the City of Edinburg, Hidalgo County, Texas, according to the map or plat thereof recorded under Documents No. 2121578 of the Official Records of Hidalgo County, Texas, together with all rights and interests appurtenant thereto, including all of Grantor’s right, title, and interest in and to any and all water rights, adjacent roads, minerals, streets, alleys, easements, rights of way and appurtenances, any and all site plans, soil and substrata studies, architectural drawings, plans and specifications and engineering and environmental reports currently in Grantor’s possession; and any and all development rights, permits, licenses or other appraisals regarding the same (all of the foregoing, collectively, the “Land”); and any and all improvements and fixtures located on the Land, as applicable (the “Improvements”, together with the Land, are collectively referred to hereafter as the “Property”).

This conveyance is made and accepted subject to the following matters (“Exceptions to Warranty”):

1. All restrictions, reservations, covenants, conditions, easements, rights of way, mineral reservations, oil, gas and other mineral leases, and water rights, if any, relating to the Property, but only to the extent they are still in effect and shown of record in Hidalgo County, Texas, and outstanding in persons other than Grantor, and to all applicable zoning laws, regulations and ordinances of municipal and/or other governmental authorities relating to the Property.
2. Ad valorem taxes for calendar year 2018 and subsequent years the payment of which Grantee assumes.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in any way belonging unto the said Grantee, its successors and assigns forever; and Grantor does hereby bind Grantor, and Grantor's successors and assigns to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through or under the Grantor, but not otherwise, except as to the Exceptions to Warranty.

EXCEPT FOR THE WARRANTY OF TITLE ON THE PROPERTY MADE IN THIS DEED AND THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN THAT REAL ESTATE PURCHASE CONTRACT BETWEEN GRANTOR, AS SELLER, AND GRANTEE, AS BUYER (THE "PURCHASE CONTRACT"), (A) GRANTEE IS RELYING ON ITS OWN DUE DILIGENCE INVESTIGATION AND HAS NOT RELIED ON ANY REPRESENTATIONS OR WARRANTIES OF GRANTOR OR ANYONE ACTING ON BEHALF OF GRANTOR IN MAKING ITS DECISION TO PURCHASE THE PROPERTY AND (B) THE PROPERTY IS BEING SOLD "AS IS" "WHERE IS" AND WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EXCEPT AS EXPRESSLY PROVIDED IN THE PURCHASE CONTRACT, GRANTOR MAKES NO REPRESENTATION OR WARRANTY AS TO WHETHER THE PROPERTY IS IN VIOLATION OF ANY CITY, STATE OR FEDERAL LAWS, RULES, CODES, ORDERS, REGULATIONS OR ORDINANCES (COLLECTIVELY CALLED "LAWS"), INCLUDING, WITHOUT LIMITATION, ANY LAWS RELATING TO THE ENVIRONMENTAL CONDITION OF THE PROPERTY.

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Effective as of December ____, 2017.

RD3J, LTD.,
a Texas limited partnership

By: Quez Management, Inc.,
a Texas corporation

Its: General Partner

By: _____
Dr. Raul Marquez, President

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on December ____, 2017, by Dr. Raul Marquez, President of Quez Management, Inc., a Texas corporation general partner, on behalf of RD3J, Ltd., a Texas limited partnership.

Notary Public, State of Texas
My commission expires:

After recording return to:



ENTERED
07/10/2017

EXHIBIT C

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
MCALLEN DIVISION**

IN RE:

RD3J, LTD.

Debtor.

§
§
§
§
§

CASE NO. 15-70184

(Chapter 11)

**ORDER (A) SCHEDULING AN AUCTION; (B) SCHEDULING THE DATE,
TIME AND PLACE FOR A HEARING ON THE PROPOSED SALE MOTION;
(C) APPROVING THE FORM AND MANNER OF THE NOTICE OF AUCTION
AND SALE HEARING, AND (D) APPROVING THE BIDDING PROCEDURES
Resolving [ECF 277]**

Upon the amended motion (the “Motion”)¹ of the above-captioned debtor and debtor in possession (the “Debtor”), seeking entry of an Order (a) scheduling an auction; (b) scheduling the date, time and place for a hearing on the proposed sale motion; (c) approving the form and manner of the notice of Auction and Sale Hearing; and (d) approving the bidding procedures; the Court having reviewed the Motion; the Court having heard the statements of counsel in support of the relief requested therein at a hearing thereon (the “Hearing”); the Court finding that: (a) it has jurisdiction over the matters raised in the Motion pursuant to 28 U.S.C. § 1334; (b) this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A), (N) and (O); (c) the relief requested in the Motion is warranted and is in the best interests of the Debtor, its estate, and their creditors; and (d) notice of the Motion and the Hearing given by the Debtor was sufficient under the circumstance; and the Court being fully advised in the premises:

IT IS HEREBY FOUND AND DETERMINED THAT:²

- A. The Debtor has articulated good and sufficient reasons for approval of the Bidding Procedures;
- B. The Bidding Procedures, attached hereto as Exhibit A and incorporated herein by reference, are reasonable and appropriate to maximize the return on the Assets;
- C. The Debtor’s proposed notice of the Bidding Procedures, including the Notice of Auction and Sale Hearing attached hereto as Exhibit B, is adequate and reasonable; and

NOW, THEREFORE, IT IS

¹ Capitalized terms not defined herein have the meanings given in the Motion.

² Findings of fact shall be construed as conclusions of law and conclusions of law shall be construed as findings of fact when appropriate. See Fed. R. Bankr. P. 7052. Statements made by the Court from the bench at the hearing shall constitute additional conclusions of law and findings of fact as appropriate.

ORDERED that the Motion is granted in all respects; and it is further

ORDERED that all objections thereto are overruled on the merits; and it is further

ORDERED that the Bidding Procedures attached hereto as Exhibit A are hereby approved; and it is further

ORDERED that the Notice of Auction and Sale Hearing (the "Auction Notice") attached hereto as Exhibit B is hereby approved as good and sufficient notice of the sale of the Assets, the Auction and all proceedings related thereto; and it is further

ORDERED that the Debtor shall serve the Auction Notice upon the persons and in the manner specified in the Motion. The Debtor also shall serve an abbreviated version of the Auction Notice on all creditors of the Debtor and potential purchasers identified by the real estate broker. Such service shall be deemed good and sufficient notice of this Order, the Motion, the Bidding Procedures, the Auction, the Sale Hearing, and all proceedings to be held thereon; and it is further

ORDERED that the Debtor shall hold the Auction for the Assets in accordance with the Bidding Procedures at the offices of Villeda Law Group, located at 6316 N. 10th Street, Bldg. B, McAllen, Texas, on October 4, 2017 at 10:00 a.m. (CST), or such later time or other place as the Debtor selects in the Debtor's sole discretion in which case Debtor will so notify all Qualified Bidders who have submitted Qualified Bids. Any person seeking to participate as a bidder at the Auction must comply with the Bidding Procedures; and it is further

ORDERED that the Debtor may: extend the deadlines set forth in the Bidding Procedures upon written consent of both PlainsCapital Bank and the Debtor or Court order, adjourn the Auction at the Auction, extend the time for filing objections to the Sale Motion, and/or seek adjournment of the Sale Hearing in open court, all without further notice; and it is further

ORDERED that Plains Capital Bank is automatically deemed a Qualified Bidder and its bid, if any, is automatically deemed a Qualified Bid without the necessity of compliance with the qualification procedures set forth in the Bidding Procedures; and it is further

ORDERED that no party, other than Plains Capital Bank is authorized to credit bid; it is further

ORDERED that the Debtor is authorized, but not required, to select a Stalking Horse Bidder from the Qualified Bids and Qualified Bidders; however, further Court approval is required prior to providing any Break-Up Fee or Bid Protections to a selected bidder; and it is further

ORDERED that the Debtor is authorized, but not required, to consider bids for the Assets, on substantially the same terms set forth in the Motion; however, if a Qualified Bid for these assets is considered, the Debtor shall seek any additional Court approval necessary to

authorize the sale of these assets and, if necessary, the assumption and assignment of executory contracts and leases; it is further

ORDERED that the Court shall retain jurisdiction to hear and determine all matters arising from or relating to the implementation of this Order; and it is further

ORDERED that this Order is effective immediately upon its entry.

Signed: July 07, 2017



Eduardo V. Rodriguez
United States Bankruptcy Judge

BIDDING PROCEDURES

BID PROCEDURES

The Debtor will seek approval of the Asset Purchase Agreement, or such agreements as may be reached with the Successful Bidder(s). The Debtor shall only seek Court approval of Qualified Bids (hereinafter defined) that comply, in all respects, with the Court approved Bidding Procedures.

The Debtor believes that the best interests of its creditors and estate are served by conducting a public auction to identify the highest or otherwise best offer for the Assets. Accordingly, the Court has approved the following Bidding Procedures:

A. **Sale of Assets.** The Debtor is offering for sale the real property and Hospital facility located at 2655 Cornerstone, Edinburg, TX, including related personal property owned by the Debtor.

B. **The Bidding Process.** The Debtor shall (i) determine whether any person may ultimately become a Qualified Bidder (hereinafter defined), (ii) coordinate the efforts of potential Qualified Bidders in conducting their respective due diligence investigations regarding the Debtor's business, (iii) receive offers from Qualified Bidders, and (iv) negotiate any offer made to purchase the Assets, together or separately (collectively, the "Bidding Process"). A potential Qualified bidder must execute a non-disclosure/non-solicitation agreement requiring such potential bidders to keep all information received from the Debtor confidential and promising not to solicit any employees. Neither the Debtor nor its representatives shall be obligated to furnish any information of any kind whatsoever relating to the Assets to any person who is not deemed to be a potential Qualified Bidder.

C. **Participation Requirements.** Unless otherwise ordered by the Bankruptcy Court, for cause shown, or as otherwise determined by the Debtor, in order to participate in the Bidding Process each person (a "Qualified Bidder") must submit a bid (a "Bid") that adheres to the following requirements (a "Qualified Bid"):

(i) Submitted to Antonio Villeda, Attorney at Law, 6316 N 10th St, Bldg. B, McAllen, TX 78504, (Fax) 956-631-9146; with a copy to Edward L. Rothberg and Melissa A. Haselden, Hoover Slovacek LLP, 5051 Westheimer, Houston, TX 77056, (fax) 713- 977-5395, not later than 5:00 p.m. (CST) on September 30, 2017 (the "Bid Deadline"). Debtor shall promptly distribute by facsimile transmission, personal delivery or reliable overnight courier service a copy of each Bid upon receipt to counsel for the Secured Lender.

(ii) In the form of a letter from a person or persons that the Debtor deems financially able to consummate the purchase of the Assets, which letter states:

(a) that such prospective Qualified Bidder (a "Bidder") offers to purchase the Assets upon the terms and conditions set forth in a copy of Asset Purchase Agreement, together with any Exhibits and Schedules, executed by the Bidder and marked to show proposed amendments and

modifications, including, but not limited to, price and the time of closing, and such modifications as are appropriate to reflect any modifications to the Assets proposed to be purchased (the “Marked Agreement”);

- (b) that each such Bidder is prepared to execute a contract within one business day following designation of such Bidder as the Successful Bidder and to consummate the transaction within fifteen days following entry of an order of the Court in substantially the form of the Order approving the sale to the Successful Bidder;
- (c) that each such Bidder’s offer is irrevocable until the earlier to occur of: (i) 30 days after the Sale Hearing or (ii) two (2) business days after the closing of a purchase of the Assets; and
- (d) the nature of any insider relationship between any Bidder and the Debtor, or any member of any Committee appointed in the Bankruptcy Case;

(iii) All Qualified Bids shall be in the opinion of the Debtor, not materially more burdensome than the terms of the Asset Purchase Agreement;

(iv) Except for any bid submitted by the Secured Lender, all Qualified Bids shall obligate the Bidder, upon submission of its Marked Agreement, to deposit into escrow not less than 10% of proposed bid or overbid (the “Good Faith Deposit”);

(v) All Qualified Bids shall be, in the opinion of Debtor, substantially on the same or better terms and conditions as set forth in the Asset Purchase Agreement;

(vi) All Qualified Bids shall be accompanied by satisfactory evidence, in the opinion of the Debtor, of committed financing or other ability to perform;

(vii) All Qualified Bids shall contain no contingencies of any kind or character, including without limitation, contingencies relating to financing, validity, due diligence, or subsequent events other than approval of the Bid by this Court if the Bid is selected as the Successful Bid.

(viii) Plains Capital Bank is automatically deemed a Qualified Bidder, and its bid is automatically deemed a Qualified Bid, without the necessity of compliance with the procedures stated herein.

(ix) Except for any credit bid by Plains Capital Bank, all bids must include the amount to be paid for purchase of the Assets plus payment to Transwestern fee in accordance with the order approving the employment of Transwestern and summarized as follows: fee equal to 5% of the amount of the bid if there is a Cooperating Broker, otherwise 4% of the amount bid. If Plains Capital Bank is the Successful Bidder, the fee paid to Transwestern shall be limited to \$40,000, and shall be paid solely from funds held in Debtor’s DIP account, to the extent that said funds exist.

Bids not constituting Qualified Bids or that are otherwise defective can be remedied or otherwise resubmitted after the Bid Deadline if authorized by the Court or if authorized in writing by both the Debtor and PlainsCapital Bank.

D. **Due Diligence.** The Debtor shall afford each Qualified Bidder due diligence access to the Assets. Due diligence access may include management presentations as may be scheduled by the Debtor, onsite inspections and such other matters which a Qualified Bidder may request and which the Debtor, in its sole discretion, may agree to. Neither the Debtor nor any affiliates (nor any of its representatives) are obligated to furnish any information relating to the Assets to any person except to Qualified Bidders. Bidders are advised to exercise their own discretion before relying on any information regarding the Assets provided by anyone other than the Debtor or its representatives.

E. **Stalking Horse Bidder.** The Debtor may, but is not required, to select a Stalking Horse Bidder from the Qualified Bidders and Qualified Bids. To the extent a Stalking Horse Bidder is selected, the Debtor may seek Court approval to provide certain Bid Protections to the Stalking Horse Bidder, including a Break-Up Fee.

F. **“As Is, Where Is”.** The sale of any or all of the Assets shall be on an “as is, where is” basis and without representations or warranties of any kind, nature, or description by the Debtor, its agents or estate except to the extent set forth in the applicable agreement of the Successful Bidder(s) as approved by the Court. Except as otherwise provided in the applicable agreement, all of the Debtor’s right, title and interest in and to the Assets subject thereto shall be sold free and clear of all pledges, liens, security interests, encumbrances, claims, charges, options, equitable servitudes, and interests thereon and there against (collectively, the “Lien Interests”) in accordance with section 363 and 365 of the Bankruptcy Code, with such Lien Interests to attach to the net proceeds of the sale of the Assets.

Each Bidder shall be deemed to acknowledge and represent that it has relied solely upon its own independent review, investigation and/or inspection of any documents and/or Assets in making its Bid, and that it did not rely upon any written or oral statements, representations, promises, warranties or guaranties whatsoever, whether express, implied, by operation of law or otherwise, regarding the Assets, or the completeness of any information provided in connection with the Assets, the Bidding Process or the Auction, except as expressly stated in these Bidding Procedures or, as to the Successful Bidder, in the applicable Marked Agreement.

G. **Auction.** The Debtor shall conduct an auction (the “Auction”) at the offices of Villeda Law Group, located at 6316 N. 10th Street, Bldg. B, McAllen, Texas, on October 4, 2017 at 10:00 a.m. (CST), or such later time or other place as the Debtor selects in the Debtor’s sole discretion in which case Debtor will so notify all Qualified Bidders who have submitted Qualified Bids. Only representatives of the Debtor, Secured Lender, the United States Trustee, any official committee appointed in the Debtor’s bankruptcy cases, and any Qualified Bidders who have timely submitted Qualified Bids shall be entitled to attend the Auction. The Debtor may announce at the Auction additional rules for conducting the Auction, so long as such rules are not inconsistent with these Bidding Procedures. Based upon the terms of the Qualified Bids

received, the number of Qualified Bidders participating in the Auction, and such other information as the Debtor determines is relevant, the Debtor, in its sole discretion, may conduct the Auction in the manner it determine will achieve the maximum value for Assets. Bidding will be conducted in increments of not less than \$100,000.

The Debtor may adopt rules for bidding at the Auction that, in its business judgment, will better promote the goals of the bidding process and that are not inconsistent with any of the provisions of the Bidding Procedures, the Bankruptcy Code or any order of the Bankruptcy Court entered in connection herewith. If no Qualified Bids are received, there will be no need to conduct the auction described herein.

As soon as practicable after the conclusion of the Auction, the Debtor shall (i) review each Qualified Bid on the basis of financial and contractual terms and the factors relevant to the sale process, including those factors affecting the speed and certainty of consummating the sale and (ii) identify the highest or otherwise best offer for the Assets (“Successful Bidder”) and any second-highest offer (“Back-Up Bidder”). At the Sale Hearing, the Debtor may present to the Bankruptcy Court for approval the Successful Bid. The Debtor reserves all rights not to submit any Bid which is not acceptable to the Debtor for approval to the Bankruptcy Court. If the Successful Bidder fails to close on the terms of its Qualified Bid, then the Debtor reserves the right to submit the bid of the Back-Up Bidder for approval to the Bankruptcy Court.

H. **Acceptance of Qualified Bids.** The Debtor shall sell the Assets to the Successful Bidder, submitting the highest or otherwise best Qualified Bid at the Auction, upon approval of such Qualified Bid by the Bankruptcy Court at the Sale Hearing. The Debtor’s presentation to the Bankruptcy Court for approval of a particular Qualified Bid does not constitute the Debtor’s acceptance of such Qualified Bid. The Debtor shall have accepted a Qualified Bid only when that Qualified Bid has been approved by the Bankruptcy Court at the Sale Hearing.

I. **The Sale Hearing.** The Sale Hearing shall take place on _____, 2017 at [_____ . m]. At the Sale Hearing, the Debtor will seek entry of an order, among other things, authorizing and approving the sale to the Successful Bidder, as determined by the Debtor in accordance with the Bidding Procedures, pursuant to the terms and conditions set forth in the Purchase Agreement or the Marked Agreement submitted by the Successful Bidder (as such agreement may be modified prior to, during or after the Auction with the agreement of the Debtor). The Sale Hearing may be adjourned or rescheduled without notice other than by an announcement of the adjourned date at the Sale Hearing.

J. **Return of Good Faith Deposit.** Good Faith Deposits of all Qualified Bidders shall be held in trust without interest. Except for the Successful Bidder, the Debtor, shall hold the Good Faith Deposits of all Qualified Bidders until the earlier of (a) two (2) business days after the closing of the sale by which all of the Assets that were the subject of such bid have been disposed of to one or more Qualified Bidders pursuant to these Bid Procedures, and 30 days after the conclusion of the Sale Hearing, at which time the Good Faith Deposits of Qualified Bidders who are not the Successful Bidder will be returned to the Qualified Bidder. If a Successful Bidder successfully consummates an approved Transaction, such Successful Bidder’s Good

Faith Deposit shall be applied to the purchase price in such transaction. If a Successful Bidder fails to consummate an approved transaction because of a breach or failure to perform on the part of such Successful Bidder, the Debtor shall be entitled to (i) retain the Good Faith Deposit as part of its damages resulting from the breach or failure to perform by the Successful Bidder, and (ii) seek all available damages from such Successful Bidder occurring as a result of such Successful Bidder's failure to perform.

K. **Modifications.** The Debtor may determine, in its business judgment, which Qualified Bid(s), if any, is the highest or otherwise best offer, (ii) consult with the representatives of any committee formed in the Bankruptcy Case, or other significant constituents in connection with the Bidding Process, and (iii) reject at any time before entry of an order of the Bankruptcy Court approving a Qualified Bid, any bid that, in the Debtor's sole discretion, is (x) inadequate or insufficient, (y) not in conformity with the requirements of the Bankruptcy Code, the Bidding Procedures, or the terms and conditions of sale, or (z) contrary to the best interests of the Debtor, its estate, creditors and other parties in interest, provided the Debtor advise any official Committee, if formed, of such rejection. At or before the Sale Hearing, the Bankruptcy Court, or, consistent with the purposes of the Bidding Procedures to obtain the highest or otherwise best offer(s) for the Assets, the Debtor, may impose such other terms and conditions as it may determine to be in the best interests of the Debtor's estate, creditors and other parties in interest.

L. **Closing.** Closing shall take place within fifteen (15) days after the entry of the Order, but in no event later than thirty (30) days after entry of the Order (unless extended to a later date in the sole discretion of the Debtor), and shall be only upon such order becoming a final order, except upon the waiver of this prerequisite (of a final order) by the Highest Bidder.

EXHIBIT D

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
MCALLEN DIVISION**

IN RE:

RD3J, LTD.

Debtor.

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§
§
§
§

CASE NO. 15-70184

(Chapter 11)

**ORDER UNDER 11 U.S.C. §§ 105(A) AND 363 AND FED. R. BANKR. P. 2002,
6004, AND 9014, AUTHORIZING THE SALE OF CERTAIN ASSETS, FREE
AND CLEAR OF LIENS, CLAIMS, INTERESTS, CHARGES,
AND ENCUMBRANCES
[Relates to Docket #]**

This matter having come before the Court on the motion, dated November __, 2017 (the “Sale Motion”) of the above-captioned debtor (the “Debtor”), for entry of an order under 11 U.S.C. §§ 105(a), 363 and Fed. R. Bankr. P. 2002, 6004, and 9014 (the “Sale Order”) authorizing (i) the Debtor’s sale (the “Sale”) of the Hospital¹ and related Personal Property (collectively the “Assets”), free and clear of all mortgages, licenses, security interests, pledges, liens, charges, claims, judgments, options, rights, voting or other restrictions, rights-of-way, covenants, conditions, easements, encroachments, restrictions, equitable servitudes, other third-party rights or title defects or encumbrances of any nature whatsoever, whether legal or equitable in nature, secured or unsecured, matured or unmatured, contingent or non-contingent, liquidated or unliquidated, senior or subordinated and whether contractual, statutory or common law in origin, including any interest in property (collectively, the “Lien Interests”) in accordance with the Credit Bid and Purchase Agreement by PlainsCapital Bank, A Texas Banking Association (“Purchaser”); and the Court having entered an order on July 7, 2017 (the “Bid Procedures Order”) (Dkt. No. 282) approving (i) the Bidding Procedures, (ii) the form and manner of notice of the Auction and the Sale Hearing (as defined below), and (iii) as described in the record of the Sale Hearing, Purchaser will receive and assume the Assets described herein, as having submitted a Qualified Bid, pursuant to the Bid Procedures Order; and Debtor having received no other Qualified Bids; and Purchaser having been determined by Debtor to have submitted the highest and best Qualified Bid; and a hearing on the Sale Motion having been held on (the “Sale Hearing”); and all interested parties having been afforded an opportunity to be heard with respect to the Sale Motion; and the Court having reviewed and considered; (i) the Sale Motion, (ii) any objections thereto, and (iii) the arguments of counsel made, and the evidence proffered or adduced, at the Sale Hearing; and it appearing that the relief requested in the Sale Motion is in the best interests of Debtor, its estate and creditors and other parties in interest; and upon the record of the Sale Hearing, and after due deliberation thereon; and good cause appearing therefor, it is hereby

FOUND AND DETERMINED THAT²:

¹ Capitalized terms not otherwise defined have the meaning ascribed in the Sale Motion and Purchase Agreement.

² Findings of fact shall be construed as conclusions of law and conclusions of law shall be construed as findings of fact where appropriate. Fed. R. Bankr. P. 7052.

A. The Court has jurisdiction over the Sale Motion pursuant to 28 U.S.C. §§ 157 and 1334, and this matter is a core proceeding pursuant to 28 U.S.C. §157(b)(2)(A). Venue of these cases and the Sale Motion in this district is proper under 28 U.S.C. §§ 1408 and 1409.

B. The statutory predicates for the relief sought in the Sale Motion are sections 105(a), and 363(b), (f), (m), and (n), and of the Bankruptcy Code and Federal Rules of Bankruptcy Procedure 2002, 6004, and 9014.

C. (a) Proper, timely, adequate and sufficient notice of the Sale Motion, the Auction, the Sale Hearing, and the Sale to Purchaser has been provided in accordance with 11 U.S.C. §§ 102(1), and 363 and Fed. R. Bankr. P. 2002, 6004, and 9014, other provisions of the Bankruptcy Code, Federal Rules of Bankruptcy Procedure, the Local Rules of the Bankruptcy Court, orders of the Bankruptcy Court, and other applicable law, and due process and in compliance with the Bid Procedures Order, (b) such notice was good and sufficient, and appropriate under the particular circumstances, and (c) no other or further notice of the Sale Motion, the Auction or the Sale Hearing is or shall be required.

D. As demonstrated by (a) the testimony and other evidence proffered or adduced at the Sale Hearing; and (b) the representations of counsel made on the record at the Sale Hearing, Debtor has marketed the Assets and conducted the sale process in compliance with the Bid Procedures Order.

E. Debtor and Purchaser each (a) has full corporate power and authority to enter into the Purchase Agreement, execute all documents contemplated by the Purchase Agreement, and the sale of the Assets by Debtor has been duly and validly authorized by all necessary corporate action of Debtor, (b) has all of the corporate power and authority necessary to consummate the transactions contemplated by the Purchase Agreement and sale of Assets, (c) has taken all corporate action necessary to authorize and approve the Purchase Agreement and the consummation by such Debtor of the transactions contemplated thereby. No consents or approvals, other than those expressly provided for in the Purchase Agreement, are required for Debtor and Purchaser to consummate such transactions.

F. Approval of the Purchase Agreement and consummation of the Sale at this time are in the best interests of Debtor, its creditors, its estate and other parties in interest.

G. Debtor has demonstrated both (a) good, sufficient and sound business purpose and justification; and (b) compelling circumstances for the Sale pursuant to 11 U.S.C. § 363(b) prior to, and in contemplation of, a plan of reorganization in that, among other things:

(i) Debtor diligently and in good faith marketed the Assets to secure the highest and best offer therefor by, among other things, mailing the Notice of Auction and Sale Hearing, the Sale Motion and a draft of this Sale Order to each of the entities that had previously expressed an interest in the Assets.

(iii) A sale of the Assets at this time to Purchaser pursuant to 11 U.S.C. § 363(b) is the only viable alternative to preserve the value

of the Assets, and maximize Debtor's estate for the benefit of all constituencies. Delaying the Sale of the Assets undoubtedly will result in a loss of value of the Assets. Further, any delay of the Sale of the Assets may result in an alternative outcome that will achieve far less value for creditors.

H. A reasonable opportunity to object or be heard with respect to the Sale Motion and the relief requested therein has been afforded to all interested persons and entities.

I. The Sale was negotiated, proposed and entered into by the Debtor and Purchaser without collusion, in good faith, and from arm's-length bargaining positions. Neither Debtor nor Purchaser have engaged in any conduct that would cause or permit the Purchase to be avoided under 11 U.S.C. § 363(n).

J. Purchaser is a good faith purchaser under 11 U.S.C. § 363(m) and, as such, Purchaser is entitled to all of the protections afforded thereby. Purchaser will be acting in good faith within the meaning of 11 U.S.C. § 363(m) in closing the transactions contemplated by the Purchase Agreement and at all times after the entry of this Sale Order. Purchaser has not engaged in collusive bidding or otherwise violated the provisions of § 363(n) of the Bankruptcy Code.

K. The consideration provided by Purchaser for the Assets pursuant to the Purchase Agreement (a) is fair and reasonable, (b) is the highest and best offer for the Assets, (c) will provide a greater recovery for Debtor's creditors and other interested parties than would be provided by any other practical available alternative, and (d) constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code.

L. The Sale must be approved and consummated promptly in order to preserve the value of the Assets.

M. The transfer of the Assets to Purchaser will be a legal, valid and effective transfer of the Assets, and will vest Purchaser with all right, title and interest of the Debtor to the Assets free and clear of all Lien Interests, including any taxes arising under or out of, in connection with, or in any way relating to the operation of the Debtor's businesses prior to the date (the "Closing Date"), of the consummation of the Purchase Agreement (the "Closing"), except for the permitted liens, if any, as provided for in the Purchase Agreement.

N. Purchaser would not have entered into the Purchase Agreement, and would not consummate the transactions contemplated thereby, if the sale of the Assets to Purchaser were not free and clear of all liens of any kind or nature whatsoever as provided herein.

O. Purchaser shall purchase the Assets free and clear of all liens, claims, encumbrances, and equitable servitudes pursuant to 11 U.S.C. § 363. Purchaser does not constitute a successor-in-interest to Seller.

P. Debtor may sell the Assets free and clear of all Lien Interests of any kind or nature whatsoever because, in each case, one or more of the standards set forth in 11 U.S.C. § 363(f)(1)-(5) has been satisfied. Those holders of Lien Interests who did not object, or who

withdrew their objections, to the Sale or the Sale Motion are deemed to have consented pursuant to 11 U.S.C. § 363(f)(2). Those holders of Lien Interests who did object are adequately protected by having their Lien Interests, if any, attach to the proceeds of the Sale ultimately attributable to the property against or in which they claim or may claim a Lien Interest.

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

1. The Sale Motion is granted, as further described herein.
2. All objections to the Sale Motion or the relief requested therein that have not been withdrawn, waived, or settled, and all reservations of rights included therein, hereby are overruled on the merits.
3. The Purchase Agreement is hereby approved.
4. Pursuant to 11 U.S.C. § 363(b), Debtor is authorized and directed to consummate the Sale, pursuant to and in accordance with the terms and conditions of the Purchase Agreement.
5. Debtor is authorized and directed to execute and deliver, and are empowered to perform under, consummate and implement, the Purchase Agreement, together with all additional instruments and documents that may be reasonably necessary or desirable to implement the Purchase, and to take all further actions as may be requested by Purchaser for the purpose of assigning, transferring, granting, conveying and conferring to Purchaser or reducing to possession, the Assets, or as may be necessary or appropriate to the performance of the obligations as contemplated by the Purchase Agreement.
6. Except as expressly permitted or otherwise specifically provided for in the Purchase Agreement or this Sale Order, pursuant to 11 U.S.C. §§ 105(a) and 363(f), the Assets shall be transferred to Purchaser, and as of the Closing Date, shall be free and clear of all Lien Interests of any kind or nature whatsoever, including all claims listed in the schedules and claim registers, with all such Lien Interests of any kind or nature whatsoever to attach to the net proceeds of the Sale, with the same validity, force and effect which they now have as against the Interests, subject to any claims and defenses Debtor may possess with respect thereto.
7. Except as expressly permitted or otherwise specifically provided for in the Purchase Agreement or this Sale Order, all persons and entities, including, but not limited to, governmental, tax, and regulatory authorities, lenders, trade and other creditors, holding Lien Interests of any kind or nature whatsoever against or in Debtor or the Assets, arising under or out of, in connection with, or in any way relating to, Debtor, the Assets, the operation of the Debtor's business prior to the Closing Date, or the transfer of the Assets to Purchaser, hereby are forever barred and estopped from asserting against Purchaser, its successors or assigns, its property, or the Assets, such persons' or entities' Lien Interests.
8. The Purchase Agreement provided by Purchaser for the Assets under the Purchase Agreement (a) constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code; and (b) is fair and reasonable and the Sale may not be avoided under section 363(n) of the Bankruptcy Code.

9. On the Closing Date of the Sale, each of Debtor's creditors is authorized and directed to execute such documents and take all other actions as may be necessary to release its Lien Interests in the Assets, if any, as such Lien Interests may have been recorded or may otherwise exist.

10. This Sale Order shall be effective as a determination that, on the Closing Date, all Lien Interests of any kind or nature whatsoever existing as to Debtor or the Assets prior to the Closing have been unconditionally released, discharged and terminated (other than the permitted liens, if any, and that the conveyances described herein have been effected.

11. If any person or entity that has filed financing statements, mortgages, mechanic's liens, lis pendens or other documents or agreements evidencing Lien Interests in Debtor or the Assets shall not have delivered to the Debtor prior to the Closing Date, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of all Lien Interests which the person or entity has with respect to Debtor or the Assets or otherwise which are released hereunder, then Purchaser is hereby authorized to file, register, or otherwise record a certified copy of this Sale Order, which, once filed, registered or otherwise recorded, shall constitute conclusive evidence of the release of all Lien Interests in the Assets of any kind or nature whatsoever and the filing officer is hereby directed to accept the filing of the Sale Order by Purchaser as evidence of the release of such encumbrances.

12. All entities or persons who are presently, or on the Closing Date may be, in possession of some or all of the Assets are hereby directed to surrender possession of the Assets to Purchaser on the Closing Date.

13. Under no circumstances shall any holder of a Lien Interest be able to commence, continue or otherwise pursue or enforce any remedy, claim or cause of action against Purchaser, except with respect to the permitted liens, if any.

14. This Court retains jurisdiction to enforce and implement the terms and provisions of the Purchase Agreement, all amendments thereto, any waivers and consents thereunder, and of each of the agreements executed in connection therewith in all respects, including, but not limited to, retaining jurisdiction to (a) resolve any disputes arising under or related to the Purchase Agreement, except as otherwise provided therein, (b) interpret, implement, and enforce the provisions of this Sale Order and the Bid Procedures Order.

15. The transactions contemplated by the Sale and Purchase Agreement are undertaken by Purchaser in good faith, as that term is used in 11 U.S.C. § 363(m), and accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the Sale shall not affect the validity of the Sale to Purchaser, unless such authorization is duly stayed pending such appeal prior to the Closing. Purchaser is a purchaser in good faith of the Assets, and Purchaser is entitled to all of the protections afforded by 11 U.S.C. § 363(m).

16. The terms and provisions of the Purchase Agreement and this Sale Order shall be binding in all respects upon, and shall inure to the benefit of, the Debtor, its estate, and its creditors, Purchaser, and its respective affiliates, successors and assigns, and any affected third

parties including, but not limited to, all persons asserting Lien Interests in the Assets to be sold to Purchaser pursuant to the Purchase Agreement, notwithstanding any subsequent appointment of any trustee(s) under any chapter of the Code, as to which trustee(s) such terms and provisions likewise shall be binding. Purchaser has not engaged in collusive bidding or otherwise violated the provisions of § 363(m) of the Bankruptcy Code.

17. The failure specifically to include any particular provisions of the Purchase Agreement in this Sale Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the Purchase Agreement be authorized and approved in its entirety.

18. The Purchase Agreement and any related agreements, documents or other instruments may be modified, amended or supplemented by the parties thereto, in a writing signed by both parties, and in accordance with the terms thereof, without further order of the Court, provided that any such modification, amendment or supplement does not have a material adverse effect on Debtor's estate.

19. Notwithstanding anything to the contrary herein, Purchaser shall not be relieved from any liabilities specifically assumed by Purchaser as set forth in the Purchase Agreement.

20. Following the Closing, Purchaser shall be required to comply with all applicable law, including but not limited to, local, state and federal rules, regulations, statutes, and permits pertaining to environmental regulations with respect to the Assets.

21. As provided by Federal Rules of Bankruptcy Procedure 6004(h), this Sale Order shall not be stayed for 14 days after the entry of the Sale Order and shall be effective and enforceable immediately upon entry of this Order.

22. The provisions of this Sale Order are non-severable and mutually dependent.

EXHIBIT F(2)(K)

Updated: 11-29-2017

Solara Inventory

Room 101

- (1) Hill-Rom Bed
- (1) Bedside table patient mate
- (1) Hill-Rom Chair Patient
- (1) IV Pole
- (1) Med-Pat Phone
- (1) TV Remote
- (1) Trash Can
- (1) PDI TV
- (1) Picture Frame
- (1) Clock

Restroom Share by Room 101 - 102

- (1) Bedside Commode
- (1) Trash Can

Room 102

- (1) Hill-Rom Bed
- (1) Bedside Table Patient Mate
- (1) IV Pole
- (1) Med-Pat Phone
- (1) TV Remote
- (1) Trashcan
- (1) LG TV
- (1) Picture Frame
- (1) Clock
- (1) Bedside Commode
- (1) airflow meter

Room 103

- (1) Hill-Rom Bed
- (1) Bedside Table Patient Mate
- (1) Hill-Rom Chair Patient
- (1) IV Pole
- (1) Med-Pat Phone
- (1) TV Remote
- (1) Trashcan
- (1) Magnavox TV
- (1) Picture Frame

- (1) Clock
- (1) Bedside Commode
- (1) Airflow meter

Restroom Share by Room 103 - 104

- (1) Bedside Commode
- (1) Trash Can

Room 104

- (1) Hill-Rom Bed
- (1) Bedside Table Patient Mate
- (1) Hill-Rom Chair Patient
- (1) IV Pole
- (1) Med-Pat Phone
- (1) TV Remote
- (1) Trashcan
- (1) Magnavox TV
- (1) Picture Frame
- (1) Clock
- (1) Bedside Commode
- (1) Airflow meter

Room 105

- (1) Hill-Rom Bed
- (1) Bedside Table Patient Mate
- (1) Hill-Rom Chair Patient
- (1) IV Pole
- (1) Med-Pat Phone
- (1) TV Remote
- (1) Trashcan
- (1) RCA TV
- (1) Picture Frame
- (1) Clock
- (1) Bedside Commode
- (1) Airflow meter

Restroom Share by Room 105 - 106

- (1) Bedside Commode
- (1) Trash Can

Room 106

- (1) Hill-Rom Bed
- (1) Bedside Table Patient Mate
- (1) Hill-Rom Chair Patient
- (1) IV Pole

- (1) Med-Pat Phone
- (1) TV Remote
- (1) Trashcan
- (1) Magnavox TV
- (1) Picture Frame
- (1) Clock
- (1) Bedside Commode
- (1) Airflow meter

Room 107

- (1) Hill-Rom Bed
- (1) Bedside Table Patient Mate
- (1) Hill-Rom Chair Patient
- (1) IV Pole
- (1) Med-Pat Phone
- (1) TV Remote
- (1) Trashcan
- (1) Emerson TV
- (1) Picture Frame
- (1) Clock
- (1) Bedside Commode

Restroom Share by Room 107 - 108

- (1) Bedside Commode
- (1) Trash Can

Room 108

- (1) Hill-Rom Bed
- (1) Bedside Table Patient Mate
- (1) Hill-Rom Chair Patient
- (1) IV Pole
- (1) Med-Pat Phone
- (1) TV Remote
- (1) Trashcan
- (1) Magnavox TV
- (1) Picture Frame
- (1) Clock

Room 109

- (1) Hill-Rom Bed
- (1) Bedside Table Patient Mate
- (1) Hill-Rom Chair Patient
- (1) IV Pole
- (1) Med-Pat Phone
- (1) TV Remote
- (1) Trashcan

- (1) Emerson TV
- (1) Picture Frame
- (1) Clock

Shower Room by 109 – 110

- (1) Bedside Commode

Room 110

- (1) Hill-Rom Bed
- (1) Bedside Table Patient Mate
- (1) Hill-Rom Chair Patient
- (1) IV Pole
- (1) Med-Pat Phone
- (1) TV Remote
- (1) Trashcan
- (1) Emerson TV
- (1) Picture Frame
- (1) Clock

Restroom

- (1) Trashcan

Room 111

- (1) Hill-Rom Bed
- (1) Bedside Table Patient Mate
- (1) Hill-Rom Chair Patient
- (1) IV Pole
- (1) Med-Pat Phone
- (1) TV Remote
- (1) Trashcan
- (1) LG TV
- (1) Picture Frame
- (1) Clock

Shower room by 111-112

- (1) Bedside Commode

Room 112

- (1) Hill-Rom Bed
- (1) Bedside Table Patient Mate
- (1) Hill-Rom Chair Patient
- (1) IV Pole
- (1) Med-Pat Phone
- (1) TV Remote
- (1) Trashcan
- (1) Magnavox TV

- (1) Picture Frame
- (1) Clock

Restroom

- (1) Trashcan

Room 113

- (1) Hill-Rom Bed
- (1) Bedside Table Patient Mate
- (1) Hill-Rom Chair Patient
- (1) IV Pole
- (1) Med-Pat Phone
- (1) TV Remote
- (1) Trashcan
- (1) AOC TV
- (1) Picture Frame
- (1) Clock

Restroom and shower room

- (1) Bedside Commode
- (1) Trashcan

Room 114

- (1) Hill-Rom Bed
- (1) Bedside Table Patient Mate
- (1) Hill-Rom Chair Patient
- (1) IV Pole
- (1) Med-Pat Phone
- (1) TV Remote
- (1) Trashcan
- (1) Magnavox TV
- (1) Picture Frame
- (1) Clock

Restroom

- (1) Trashcan

Shower Room by 114 – 115

- (1) Bedside Commode

Room 115

- (1) Hill-Rom Bed
- (1) Bedside Table Patient Mate
- (1) Hill-Rom Chair Patient

- (1) IV Pole
- (1) Med-Pat Phone
- (1) TV Remote
- (1) Trashcan
- (1) Magnavox TV
- (1) Picture Frame
- (1) Clock

Restroom

- (1) Trashcan

Room 116

- (1) Hill-Rom Bed
- (1) Bedside Table Patient Mate
- (1) Hill-Rom Chair Patient
- (1) IV Pole
- (1) Med-Pat Phone
- (1) TV Remote
- (1) Trashcan
- (1) Magnavox TV
- (1) Picture Frame
- (1) Clock

Restroom

- (1) Trashcan

Shower Room by 116 – 117

- (1) Bedside Commode

Room 117

- (1) Hill-Rom Bed
- (1) Bedside Table Patient Mate
- (1) Hill-Rom Chair Patient
- (1) IV Pole
- (1) Med-Pat Phone
- (1) TV Remote
- (1) Trashcan
- (1) PDI TV
- (1) Picture Frame
- (1) Clock

Restroom

- (1) Trashcan

Room 118

- (1) Hill-Rom Bed
- (1) Bedside Table Patient Mate

- (1) Hill-Rom Chair Patient
- (1) IV Pole
- (1) Med-Pat Phone
- (1) TV Remote
- (1) Trashcan
- (1) LG TV
- (1) Picture Frame
- (1) Clock

Restroom

- (1) Trashcan
- (1) Bedside Commode

Room 119

- (1) Hill-Rom Bed
- (1) Hill-Rom Chair Patient
- (1) IV Pole
- (1) Med-Pat Phone
- (1) TV Remote
- (1) Trashcan
- (1) AOC TV
- (1) Picture Frame
- (1) Clock

Room 120

- (1) Hill-Rom Bed
- (1) Bedside Table Patient Mate
- (1) Hill-Rom Chair Patient
- (1) IV Pole
- (1) Med-Pat Phone
- (1) TV Remote
- (1) Trashcan
- (1) Magnavox TV
- (1) Picture Frame
- (1) Clock

Restroom by 120 – 121

- (1) Bedside Commode
- (1) Trashcan

Room 121

- (1) Hill-Rom Bed
- (1) Bedside Table Patient Mate
- (1) Hill-Rom Chair Patient
- (1) IV Pole
- (1) Med-Pat Phone
- (1) TV Remote
- (1) Trashcan

- (1) LG TV
- (1) Picture Frame
- (1) Clock

Room 122

- (1) Hill-Rom Bed
- (1) Bedside Table Patient Mate
- (1) Hill-Rom Chair Patient
- (1) IV Pole
- (1) Med-Pat Phone
- (1) TV Remote
- (1) Trashcan
- (1) LG TV
- (1) Picture Frame
- (1) Clock

Restroom by 122 – 123

- (1) Bedside Commode
- (1) Trashcan

Room 123

- (1) Hill-Rom Bed
- (1) Bedside Table Patient Mate
- (1) Hill-Rom Chair Patient
- (1) IV Pole
- (1) Med-Pat Phone
- (1) TV Remote
- (1) Trashcan
- (1) LG TV
- (1) Picture Frame
- (1) Clock

Room 124

- (1) Hill-Rom Bed
- (1) Bedside Table Patient Mate
- (1) Hill-Rom Chair Patient
- (1) IV Pole
- (1) Med-Pat Phone
- (1) TV Remote
- (1) Trashcan
- (1) LG TV
- (1) Picture Frame
- (1) Clock

Restroom by 124 – 125

- (1) Bedside Commode

(1) Trashcan

Room 125

(1) Hill-Rom Bed
(1) Bedside Table Patient Mate
(1) Hill-Rom Chair Patient
(1) IV Pole
(1) Med-Pat Phone
(1) TV Remote
(1) Trashcan
(1) Insignia TV

Total Patient Room

(25) Hill-Rom Bed
(24) Bedside Table Patient Mate
(25) Hill-Rom Chair Patient
(25) IV Pole
(25) Med-Pat Phone
(25) TV Remote
(42) Trashcan
(24) TV's
(24) Picture Frame
(19) Bedside Commode
(5) Airflow Meter

Nurse Station

(14) Home Chairs
(1) Table
(7) Nec Phone
(1) Jeron Nurse Call System
(1) Motorola Radio
(5) Picture Frame
(1) Ice Machine Hoshizaki

Nutrition Room

(1) Frigidaire Refrigerator

Supply Room

(16) IV Pole
(1) Bedside Commode
(1) Shower Chari

Soiled Utility

(1) Linen Cart Trash/Dirty Linen

Linen Storage

- (7) Stainless Steel Rock Clean Linen with Cover
- (1) Clean Linen Carts

Medication Room

- (1) Frigidaire Refrigerator

Medical Records

- (25) Medical Files Records HON
- (1) Office Table
- (1) Chair
- (1) Trashcan
- (1) NEW Phone

Pharmacy Storage

- (1) Round Table
- (3) HON Chairs
- (1) Sanyo TV
- (1) TV Cabinet
- (1) Trash can
- (2) Walnut Filing Cabinets
- (1) NEC Phone
- (1) Walnut Filing Cabinet Table

Lobby

- (2) End Tables
- (1) Trash Can
- (6) Walnut Frame Chair 3 Way
- (2) Flower Pot

Business Office

- (3) Metal File Cabinets
- (1) IVEC Phone
- (1) Trashcan

Pharmacy Director Office

- (1) Walnut Table Office
- (3) Chairs
- (1) metal File Cabinet
- (1) Phone
- (1) Trashcan
- (1) Small Igloo refrigerator

Director of Quality

- (1) Walnut Table Office
- (3) Chairs
- (1) Non metal File Cabinet

- (1) Phone
- (1) Trashcan
- (1) Small kenmore refrigerator

Patient Care Services Manager

- (1) Walnut Table Office
- (3) Chairs
- (1) metal File Cabinet
- (3) Walnut File Cabinet
- (1) Phone
- (1) Trashcan
- (1) Small Kenmore refrigerator
- (1) Clock
- (1) small old file cabinet

Human Resources

- (1) Walnut Table Office
- (3) Chairs
- (3) Walnut File Cabinet
- (1) Phone
- (1) Trashcan
- (1) Picture Frame

Conference Room

- (1) Walnut Conference Table
- (6) Chairs
- (1) metal File Cabinet
- (1) Polycom
- (1) Trashcan

Treatment Room

- (2) Medical Gurney's
- (1) Crash Cart
- (1) Airflow Meter

Pharmacy

- (1) Blood Bank Refrigerator
- (1) Phone
- (1) High Chair Stool

Multipurpose room

- 8 Picture Frames
- 21 Chairs
- 1 Round Table
- 2 Housekeeping cart
- 3 metal cabinets

- 1 VCR
- 1 Metal Apollo Cart
- 1 Portable Vacuum Pump
- 1 Shower Chair
- 1 Metal Table
- 1 Walnut Office Table
- 1 Pressure Washer
- 11 Dividers Cubicle
- 1 wet/dry vacuum
- 1 emerson plumber gauges
- 1 stripping machine Windsor
- 1 buffer machine
- 2 carts
- 2 microfiber buckets
- 1 single dirt linen cart
- 5 stainless steel biohazard trashcan
- 1 vacuum cleaner
- 8 gray trashcan 30-50 gals
- 1 cafeteria table

Housekeeping

- 5 stainless steel racks

Equipment Room

- 1 stainless steel rack
- 1 cart
- 1 metal cabinet flammable supply
- 1 trashcan with shovel, rake, brooms, and squeegees

Team Office

- 2 walnut office table
- 2 charis
- 2 trashcans
- 2 metal file cabinets
- 2 phone

Cafeteria

- 7 cafeteria table
- 19 chairs
- 1 GE Microwave
- 1 TV
- 1 Apollo Cart Metal
- 1 Phone
- 1 Clock
- 1 metal cabinet
- 3 picture frame
- 1 Ice machine

- 1 stainless steal trash can
- 80 food trays
- 1 cart
- 1 steam table
- 1 food warmer cabinet

kitchen

- 1 vulcan stove ranges
- 2 under-the-counter- refrigerator
- 1 fryer cook
- 1 accutemp steamer
- 1 true refrigerator three door (reach-in)
- 1 true freezer threedoor (reach-in)
- 2 stainless steel table
- 2 stainless streel sinks
- 1 dishwasher
- 12 stainless steel racks
- 1 metal table
- 1 chair
- 2 carts
- 1 twostep labber
- 1 food rack
- 30 plates
- 9 bowls
- 5 knives
- 10 forks
- 8 cups
- 22 small plates
- 2 plastic cabinets
- 2 blender
- 1 toaster
- 22 pots and pan and others

Central Supply

- 8 stainless steel rack
- 1 walnut office table
- 1 walnut file cabinet
- 1 apollo cart
- 1 chair
- 1 trashcan
- 1 NEC

Communications Room

- 1 Digital watchdog record
- 1 cyber power
- 1 US Robotics Voicemail
- 2 NEC Board switch phonenumber

- 1 hp poe switch
- 1 wifi monitor
- 1 ups unit

Staff lounge

- 1 GE refrigerator
- 1 GE microwave
- 5 vicro chains
- 2 cafeteria table square
- 1 microwave table
- 4 set locks
- 1 phone
- 1 clock

Rehabilitation services

- 1 mirror
- 1 trashcan
- 1 walnut office table
- 9 chairs
- 1 walnut file cabinet
- 1 metal file cabinet
- 3 E cylinder carts
- 3 stolls
- 3 steppers
- 2 adjustable tables
- 1 phone
- 1 rack holder
- 1 picture frame
- 2 weight set
- 4 balls
- 1 patriot pressure system pump
- 1 clock
- 1 set stain
- 1 weight bench
- 1 parallel bars

plant maintenance

- 2 walnut office table
- 2 chairs
- 3 metal cabinets
- 1 metal file cabinets
- 1 wood file cabinets
- 1 homemade file cabinet
- 2 trashcan
- 1 clock
- 1 refrigerator

- 1 metal table
- 2 monitor
- 2 thin clients
- 2 keyboards
- 2 phones
- 2 computer mouse
- 3 carts
- 1 drain cleaner
- 1 set of midland radios
- 1 drill with charger
- 1 vice clamp
- 1 saber saw
- APEX VCE/DVD player
- 1 6 pt ladder werner
- 1 8ft ladder werner
- 1 10ft ladder werner
- 1 24ft ladder werner
- 1 200 gal no potable water
- 1 toolbox with tools
- 1 3 step ladder

Hallways

- 10 picture frames

Public Restroom

- 6 trashcans

