

Dated: 05/05/10

**UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF TENNESSEE**

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In re:	:	CHAPTER 11
	:	
SUMNER REGIONAL	:	Case No.: 3:10-bk-04766
HEALTH SYSTEMS, INC, et al ¹	:	
	:	(Jointly Administered)
Debtors.	:	
-----X	:	

**INTERIM ORDER REGARDING USE OF CASH COLLATERAL
AND ADEQUATE PROTECTION**

This Interim Order Regarding Use of Cash Collateral and Adequate Protection (this “Interim Order”) is entered upon the Motion of Debtors for Orders (I) Authorizing Debtors to Utilize Cash Collateral, (II) Granting Adequate Protection, (III) Granting Other Relief, and (IV) Scheduling a Final Hearing (the “Motion”) and upon terms agreed to by and among the Debtors, and Wells Fargo Bank, National Association, not individually but as successor master trustee and successor bond trustee for the bonds described more fully below. In its

¹ The Debtors in these Chapter 11 cases are Sumner Regional Health Systems, Inc. (d/b/a Sumner Regional Medical Center), Trousdale Medical Center, Inc. (d/b/a Trousdale Hospital), Frank T. Rutherford Memorial Hospital, Inc. (d/b/a Riverview Regional Medical Center South), SRHS Holdings, LLC (d/b/a Riverview Regional Medical Center North), Sumner Homecare and Hospice, LLC, Family Wellness Group of Middle Tennessee, LLC, and ClinicCare, LLC (each a “Debtor” and collectively, the “Debtors”).

capacity as master trustee and bond trustee, Wells Fargo Bank, National Association is referred to herein as the “Indenture Trustee”.

Upon the terms of the Motion, the stipulation, acknowledgement and agreement of the Debtors and the Indenture Trustee, and the statements of the parties and their respective counsel at the interim hearing on the use of Cash Collateral, and the record of these proceedings, the Court makes the following findings of fact and rulings of law:

The Debtors’ Chapter 11 Cases; Procedural Background; Jurisdiction; Notice

A. On April 30, 2010 (the “Petition Date”), each Debtor filed a voluntary petition for relief with this Court under Chapter 11 of Title 11 of the United States Code (the “Bankruptcy Cases”). Since the Petition Date, the Debtors have operated their businesses and managed their property as a debtors-in-possession pursuant to 11 U.S.C. §§ 1107 and 1108.²

B. The Debtors are the owners and/or operators of various health-care related ventures and assets, including without limitation a licensed acute care hospital facility known as Sumner Regional Medical Center located in Gallatin, Tennessee (the “Business”).

C. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157(b) and 1334, and this matter constitutes a core proceeding as defined in 28 U.S.C. § 157(b)(2). Venue is proper before this Court under 28 U.S.C. §§ 1408 and 1409.

D. The Debtors have properly served notice of the Motion and the interim hearing thereon pursuant to Sections 102, 361, 362 and 363 of the Bankruptcy Code, Federal Rules of Bankruptcy Procedure 2002 and 4001³, and Local Bankruptcy Rules 2001-1, 2002-2 and 9013-1, which notice was sent to among others: (a) the Debtors’ twenty (20) largest unsecured

² As used herein, 11 U.S.C. § 101 et seq. is referred to as the “Bankruptcy Code.”

³ As used herein, the Federal Rules of Bankruptcy Procedure are referred to as the “Bankruptcy Rules.”

creditors (on a consolidated basis); (b) the Debtors' five (5) largest secured creditors (on a consolidated basis); (c) the Office of the United States Trustee for the Middle District of Tennessee; (d) Office of the United States Attorney for the Middle District of Tennessee, Civil Division; (e) United States Department of Justice, (f) the United States Department of Health and Human Services, (g) the Tennessee State Department of Health, (h) the Attorney General of the State of Tennessee, (i) all parties known by the Debtors claiming to have liens on, or security interests in, or equipment leasing interests in, any of the Collateral, and Wells Fargo Bank, N.A. as Trustee (the "Initial Notice Parties"). This notice is appropriate in the particular circumstances and is sufficient for all purposes under the Bankruptcy Code and the applicable Bankruptcy Rules in respect to the relief requested.

The Debtors' Secured Bond Obligations

E. In 2007, The Health, Educational and Housing Facilities Board of the County of Sumner, Tennessee (the "Issuer") issued its \$150,000,000 Hospital Revenue Refunding Improvement Bonds (Sumner Regional Health Systems, Inc.), Series 2007A (the "Series 2007 Bonds") pursuant to a certain Master Trust Indenture dated as of August 1, 2007 (as amended by a First Supplemental Master Trust Indenture dated as of August 1, 2007 and Second Supplemental Master Trust Indenture dated as of May 28, 2008, the "Master Trust Indenture"), and a certain Bond Trust Indenture dated as of August 1, 2007 (the "2007 Bond Indenture"). In connection with the issuance of the Series 2007 Bonds, Debtor Sumner Regional Health Systems, Inc. executed, among other documents, a Loan Agreement, dated as of August 1, 2007 (the "2007 Loan Agreement").

F. In 2008, the Issuer issued its \$12,000,000 Hospital Revenue Improvement Bonds (Sumner Regional Health Systems, Inc.), Series 2008 (the "Series 2008 Bonds")

pursuant to the Master Trust Indenture, and a certain Bond Trust Indenture dated as of May 28, 2008 (as amended by the First Supplemental Indenture dated as of March 1, 2010, the “2008 Bond Indenture”). In connection with the issuance of the Series 2008 Bonds, Debtor Sumner Regional Health Systems, Inc. executed, among other documents, a Loan Agreement, dated as of May 28, 2008 (the “2008 Loan Agreement”). The Series 2007 Bonds and Series 2008 Bonds are collectively referred to in this Interim Order as the “Bonds”.

G. The Bonds are the joint and several obligations of (i) Sumner Regional Health Systems, Inc.; (ii) Trousdale Medical Center, Inc.; (iii) Frank T. Rutherford Memorial Hospital, Inc.; (iv) SRHS Holdings, LLC, and (v) Sumner Homecare and Hospice, LLC.

H. As security for the Bonds (i) Sumner Regional Health Systems, Inc.; (ii) Trousdale Medical Centre, Inc.; (iii) Frank T. Rutherford Memorial Hospital, Inc.; and (iv) SRHS Holdings, LLC are each a party to a Deed of Trust, Security Agreement and Fixture Filing dated as of August 1, 2007 (the “Deed of Trust”). In addition, Sumer Regional Health Systems, Inc. is a party to a Security Agreement dated as of August 1, 2007 (the “Security Agreement”).

I. The Master Trust Indenture, 2007 Bond Indenture, 2007 Loan Agreement, 2008 Bond Indenture, 2008 Loan Agreement, Security Agreement, Deed of Trust, and all other documents associated with the Bonds are referred to as the “Bond Documents” for purposes of this Interim Order.

J. The Bond Documents grant the Indenture Trustee the collateral described in the Bond Documents for the benefit of the beneficial holders of the Bonds, including without limitation:

- (i) a first priority security interest on “Gross Receipts” as defined in the Bond Documents. As more fully set forth in the Bond Documents, Gross Receipts include: all right, title and interest in its receipts, revenues, income (including investment income) and other money received or receivable from all sources and all rights to receive the same whether in the form of accounts, chattel paper, contract rights, investment property, instruments and general intangibles or other rights now owned or hereafter acquired, whether cash or non-cash (all as defined in Article 9 of the Uniform Commercial Code);⁴
- (ii) a first priority security interest in real property of Sumner Regional Health Systems, Inc. Frank T. Rutherford Memorial Hospital, Inc., SRHS Holdings, LLC, and Trousdale Medical Center, Inc.; and
- (iii) a first priority security interest in personal property of Sumner Regional Health Systems, Inc.

(collectively, the “Pre-Petition Bond Collateral”).

The Bond Claim

K. As of the Petition Date, the amounts due and owing under the Bonds and Bond Documents are as follows (collectively, the “Bond Claim”):

- (i) Unpaid principal on the Series 2007 Bonds in the amount of \$150,000,000;
- (ii) Accrued but unpaid interests on the Series 2007 Bonds in the amount of \$4,085,606.63;
- (iii) Unpaid principal on the Series 2008 Bonds in the amount of \$5,021,251.65; and
- (iv) unliquidated, accrued and unpaid fees and expenses of the Indenture Trustee and its counsel incurred through the Petition Date in the approximate amount of \$85,000 (the “Prepetition Expense Claim”). Such amounts, when liquidated, shall be an addition to the amount of the Bond Claim.

Use of Cash Collateral and Need for Adequate Protection

L. The Debtors have requested the use of Cash Collateral (as defined below) in connection with the Bankruptcy Cases to preserve the value of the Business. The Indenture

⁴ Gross Receipts exclude gifts, grants, bequests, donations and contributions heretofore or hereafter made, and the income and gains derived therefrom, which are specifically restricted by the donor or grantor to a particular purpose which is inconsistent with their use for payments required under the Master Trust Indenture or on the obligations issued pursuant to the Master Trust Indenture.

Trustee does not consent to the use of cash collateral except upon the terms and conditions of this Interim Order.

M. Without the use of cash collateral on an interim basis, the Debtors would suffer immediate and irreparable harm and would likely be required to cease operations immediately or, at a minimum, would disrupt the Debtors as a going concern, would eliminate or significantly decrease the likelihood of a successful orderly reorganization or disposition of the Debtors' assets in Chapter 11, and would not be in the best interests of the Debtors, their respective estates or creditors. In lieu of giving the Indenture Trustee relief from stay, the Debtors wish to provide adequate protection of the liens and security interests of the Indenture Trustee in cash collateral, as set forth in this Interim Order.

N. The Debtors have acknowledged and admitted that the Bond Claim is secured by valid, enforceable, duly perfected liens on and security interests in the Pre-Petition Bond Collateral pursuant to the Bonds Documents, not subject to avoidance or subordination pursuant to the Bankruptcy Code or applicable non-bankruptcy law.

O. The terms of this Interim Order are fair and commercially reasonable, reflect the Debtors' prudent exercise of business judgment consistent with their fiduciary duties and constitute reasonably equivalent value and fair consideration.

P. To the extent any portion of the foregoing constitute rulings of law, they shall constitute this Court's rulings with respect to the matters so-stated.

NOW, THEREFORE, THE COURT HEREBY ORDERS AS FOLLOWS:

1. Disposition. The Motion is granted on an interim basis on the terms set forth in this Interim Order. Any objections to the relief sought in the Motion that have not been previously resolved or withdrawn, and all reservations of rights contained therein, are

overruled on the merits. The requirements of Bankruptcy Rule 4001(b)(2) are satisfied with respect to the use of cash collateral on an interim and preliminary basis pending a final hearing on the Motion.

2. Authorization to Use Cash Collateral. Until the occurrence of a Termination Event (as defined below), the Debtors are authorized to use as cash collateral (as defined in Section 363 of the Bankruptcy Code) any Gross Receipts as described in the Bond Documents (the “Cash Collateral”), provided, however, that such use of Cash Collateral shall be limited solely to the amounts and categories listed on, and in accordance with, the Budget attached hereto as Schedule A (the “Budget”); provided further that the Debtors shall not be permitted, on a cumulative basis, to exceed the Budget by more than 15% without the express consent of the Indenture Trustee. Further, the Debtors shall not in any calendar week, exceed the Budget by more than 15% on a cumulative basis. For purposes of calculating compliance with the Budget on a weekly basis, due to the potential for certain timing issues in payments, the “Debt Payments” and “Restructuring Expenses” line items shall be excluded from calculating the variance for any week, but shall be subject to the overall budget (and shall be limited to a 15% variance per line item).

3. Exclusion from Cash Collateral. Cash Collateral shall not include any Gross Receipts not derived in the ordinary course of the Debtors’ operations. Nothing in this Interim Order or any subsequent order concerning the extension of the use of cash collateral by the Debtors shall entitle the Debtors to use any cash, securities or funds on deposit with the Indenture Trustee (the “Bond Funds”) and no lien or other interest may be granted in the Bond Funds to any third party.

4. Prohibited Use of Cash Collateral. Except as expressly provided in this Section 4, no proceeds of Cash Collateral shall be used for the purpose of: (i) objecting to, or contesting in any manner, or raising any defenses to, the validity, amount, extent, perfection, priority, or enforceability of the Bonds, the Pre-Petition Bond Collateral, the Bond Claim or any liens or security interests with respect thereto, or any other rights or interests of the Indenture Trustee therein; (ii) asserting any claims or defenses or causes of action against the Indenture Trustee or any holder of the Bonds or their respective agents, affiliates, subsidiaries, directors, officers, representatives, attorneys or advisors including, without limitation, any actions under Chapter 5 of the Bankruptcy Code, including with respect to payments made pursuant to the Bond Documents; (iii) preventing, hindering or otherwise delaying the Indenture Trustee's assertion, enforcement or realization on the Pre-Petition Bond Collateral or Post-Petition Bond Collateral; (iv) seeking to modify any of the rights granted to the Indenture Trustee hereunder; or (v) paying any amounts on account of claims arising before the Petition Date except as set forth herein. Notwithstanding the foregoing, not more than \$10,000 of the Cash Collateral may be made available to reimburse the Committee (as defined herein) upon appropriate application therefor, for the Committee's fees and expenses in investigating the validity, priority, perfection and enforceability of the Indenture Trustee's liens in the Pre-Petition Bond Collateral.

5. Amendment or Extension of Use of Order. This Interim Order shall not be amended without the express written consent of the Indenture Trustee, which shall be at its sole discretion. Notice of any such amendment to this Interim Order shall be filed with the Court and served on all parties entitled to notice in accordance with Bankruptcy Rule 4001(b).

6. Amendment or Extension of Use of Cash Collateral. The Budget shall not be amended without the express written consent of the Indenture Trustee, which consent shall not be unreasonably withheld. Any amendment or modification of the Budget shall not require approval by the Bankruptcy Court to be effective. Notice of any such amendment shall be filed with the Court and served on all parties entitled to notice in accordance with Bankruptcy Rule 4001(b).

7. Rollover Lien. As adequate protection and in consideration for the use of Cash Collateral by the Debtors, the Indenture Trustee shall have a valid, perfected and enforceable continuing replacement lien and security interest (the “Rollover Lien”) to the extent of any diminution in the Pre-Petition Bond Collateral in all assets of each and all of the Debtors existing on or after the Petition Date of the same type as the Pre-Petition Bond Collateral, together with the proceeds, rents, products and profits thereof, whether acquired or arising before or after the Petition Date to the same extent, validity, perfection, enforceability and priority of the liens and security interests of the Indenture Trustee as of the Petition Date (the “Post Petition Bond Collateral”). The Rollover Lien shall be subject to only prior valid and perfected liens existing as of the Petition Date.

8. Supplemental Lien. As additional adequate protection and in consideration for the use of Cash Collateral by the Debtors, the Indenture Trustee shall have a valid, perfected and enforceable continuing supplemental lien and security interest (the “Supplemental Lien”) to the extent of any diminution in the Pre-Petition Bond Collateral in all of the assets of the Debtors of any kind or nature whatsoever within the meaning of Section 541 of the Bankruptcy Code, whether acquired or arising prepetition or postpetition, together with all proceeds, rents, products, and profits thereof (the “Collateral”). Subject to

and upon entry of the Final Order (defined below), Collateral shall include any causes of action or proceeds thereof under Sections 544 through 550 and 724(e) of the Bankruptcy Code. The Supplemental Lien shall be subject to only prior valid and perfected liens existing as of the Petition Date, and the interests of Citadel and its lenders in the Sumner Station Leases (each as defined in the Debtors' "first day" affidavit). The Supplemental Liens granted by ClinicCare, LLC and Family Wellness Group of Middle Tennessee, LLC shall not be available as adequate protection unless and until the Supplemental Liens and the Rollover Liens granted by the other Debtors are insufficient to provide adequate protection for diminution of value resulting from the use of cash collateral.

9. Additional Liens. The adequate protection liens set forth in this Interim Order shall be in addition to all other rights of the Indenture Trustee, including its liens and security interests in the Pre-Petition Bond Collateral. With the exception of the Carve Out (as defined below), the Rollover Lien and the Supplemental Lien shall not be subject or subordinate to (i) any lien or security interest that is avoided and preserved for the benefit of the Debtors and their estates under Section 551 of the Bankruptcy Code, (ii) any liens arising after the Petition Date including, without limitation, any liens or security interests in favor of any federal, state, municipal or other government unit, commission, board or court for any tax liability of the Debtors, whether secured or unsecured, including property taxes for which liability is in rem, in personam, or both, except a tax of a kind specified in Bankruptcy Codes Section 507(a)(8), (iii) any intercompany or affiliate liens of the Debtors or (iv) subordinated to or made pari passu with any other lien or security interest under Sections 363 or 364 of the Bankruptcy Code or otherwise.

10. No Further Action Required. The approval of this Interim Order by the Court shall be sufficient and conclusive evidence of the validity, extent, enforceability and perfection of the Rollover Lien and Supplemental Lien granted to the Indenture Trustee, whether or not the Indenture Trustee elects to file or record financing statements, any other documents, or to take such other steps as may otherwise be required to obtain, evidence or perfect such liens under applicable law; provided, however, upon the request of the Indenture Trustee, the Debtors shall execute such other documents as may be reasonably requested to evidence and perfect such liens, and the Indenture Trustee may, in its sole discretion, but shall not be required to, file a certified copy of this Interim Order in any filing or recording office in any jurisdiction in which the Debtors have real or personal property, and such filing or recording shall be accepted and shall constitute further evidence of perfection of its liens and security interests. No obligation, payment, transfer or grant of security under this Interim Order shall be stayed, restrained, voidable, avoidable or recoverable under the Bankruptcy Code or under any otherwise applicable state law, or subject to any defense reduction, setoff, recoupment or counterclaim.

11. Adequate Protection Payments to the Indenture Trustee. In consideration for the use of Cash Collateral, the Debtors shall make adequate protection payments in the amounts and at the times required by this Section 11 equal to the regularly scheduled, non-default amounts due to be paid by the Debtors under the Bond Documents as they relate to the Bonds, and shall pay any amounts due for the payment of reasonable fees and expenses of the Indenture Trustee and its professionals incurred in connection with the Bonds, including the Prepetition Expense Claim (the “Adequate Protection Payments”). The regularly scheduled, non-default amounts due to be paid under the Bond Documents relating to the Series 2008

Bonds shall be due and payable as and when required by the Bond Documents. The regularly scheduled, non-default amounts due to be paid under the Bond Documents relating to the Series 2007 Bonds shall be due and payable by the Debtors upon the Closing (defined below). Subject to a procedure to be approved by the Court at the Final Hearing, the fees and expenses incurred by the Indenture Trustee including the Indenture Trustee's own fees and expenses and those of its professionals shall not be subject to the provisions of sections 327, 328, 329, 330 or 331 of the Bankruptcy Code and shall be paid by the Debtors. Any invoice or other submission contemplated by this Section 11 may be redacted with respect to privileged matters.

12. Superpriority Claim. As additional adequate protection and in consideration for the use of Cash Collateral by the Debtors, the Indenture Trustee shall have a super-priority administrative expense claim pursuant to Bankruptcy Code Section 507(b) to the extent of any diminution in the Pre-Petition Bond Collateral against all Collateral, assets of the Debtors' estates and the Debtors' rights, choses in action, or claims of any kind whatsoever, choate or inchoate, present or residual which for any reason cannot not be made the subject of the Post-Petition Bond Collateral, with priority over any and all administrative expenses, diminution claims and all other claims against the Debtors, now existing or hereafter arising, of any kind whatsoever (the "Superpriority Claims"), including, without limitation, all other administrative expenses of the kind specified in sections 503(b) and 507(b) of the Bankruptcy Code, and over any and all administrative expenses or other claims arising under sections 105, 326, 328, 330, 331, 503(b), 506(c), 507(a), 507(b), 546, 726, 1113 or 1114 of the Bankruptcy Code, and shall at all times be senior to the rights of the Debtors, any successor trustee or any creditor, in this Case or any subsequent proceedings under the Bankruptcy Code, whether or

not such expenses or claims may become secured by a judgment lien or other non-consensual lien, levy or attachment, which allowed claims shall be payable from and have recourse to all pre- and post-petition property of the Debtors and all proceeds thereof; provided, however, the superpriority lien and all other claims and interests of the Indenture Trustee shall be subject to and junior to the Carve-Out.

13. Prosecution of Sale. As further adequate protection of the Indenture Trustee's interests in the Cash Collateral, and in contemplation for the use of cash collateral, the Debtors have filed on the Petition Date a motion to sell the Business, a motion to approve sale procedures relating to the sale of the Business, and a motion for expedited consideration with respect to the sale procedures (collectively, the "Sale Motion"), and have covenanted to pursue the Sale Motion in good faith and as promptly as the Court's schedule permits. The Sale Motion shall request, without limitation (a) that an order be entered approving bid procedures reasonably acceptable to the Indenture Trustee; (b) that the Court impose a deadline for objections to the proposed sale and for competing bids for the Business not later than June 11, 2010; (c) that an auction be concluded not later than June 16, 2010; and (d) that a hearing to confirm the sale of the Business commence not later than June 18, 2010. The Sale Motion shall also require the successful bidder for the Business to consummate its purchase not later than June 30, 2010 (the "Closing"). The order approving the Sale Motion shall provide for the payment of the proceeds at the Closing for application to the Bond Claim and/or Adequate Protection Payments as described in this Interim Order, less amounts set forth in a wind-down budget (including without limitation the Carve-Out) for anticipated expenses associated with the disposition of the Bankruptcy Cases as approved by the

Bankruptcy Court. For the avoidance of doubt, the Indenture Trustee has reserved all rights to object to the wind-down budget described in this Section 13.

14. Allowance of Claim and Bankruptcy Code Section 506(c) Waiver. Except as set forth in Section 24 below, the entry of this Interim Order by the Court shall be a conclusive and binding determination on the Debtors, and upon entry of the Final Order (unless otherwise provided therein) on all parties (x) of the amount of the Bond Claim, (y) the Indenture Trustee's right to payment of the Prepetition Expense Claim; and (z) that the Indenture Trustee's security interests in the Pre-Petition Bond Collateral, including, without limitation, the Cash Collateral, have been duly perfected and are in all respects valid and enforceable first priority security interests and liens and not subject to any claim under Bankruptcy Code Section 552(b). The entry of an order by the Court approving the Motion on a final basis (the "Final Order") shall be a conclusive and binding determination on all parties that the Indenture Trustee's security interests in the Pre-Petition Bond Collateral, including, without limitation, the Cash Collateral are not subject to any claim under Bankruptcy Code Section 506(c).

15. Financial Information. As additional adequate protection of the Indenture Trustee's security interests in the Cash Collateral, the Debtors shall allow the Indenture Trustee reasonable access during normal business hours to the premises, officers, employees, auditors, appraisers and financial advisors of the Debtors in order to conduct appraisals, analyses and/or audits of the Pre-Petition Bond Collateral and the Post-Petition Bond Collateral, and shall otherwise reasonably cooperate in providing any other financial information requested by the Indenture Trustee. From and after the entry of this Interim Order, the Debtors shall provide to the Indenture Trustee on Friday of each week

(commencing with the Friday following the Petition Date), a weekly report certified by the Debtors' chief executive officer, chief restructuring officer or chief financial officer indicating all receipts received by and disbursements made by the Debtors in the week ending the prior Friday compared to the Budget and detailing any variances from the expenditures and receipts as described in the Budget. The Debtors shall provide to the Indenture Trustee such other reports and information as may be reasonably requested from time to time by the Indenture Trustee, all such reports to be certified by the Debtors' chief financial officer, chief restructuring officer or chief executive officer (and such reports shall certify that all uses of Cash Collateral shall be itemized and in compliance with the Budget).

16. Termination of Use of Cash Collateral With Notice.

(a) The Debtors' authority to use Cash Collateral pursuant to the terms of this Interim Order will terminate without any further action by the Bankruptcy Court five (5) business days after written notification sent by the Indenture Trustee to the Debtors, any Committee (as defined below) appointed in this case, the U.S. Trustee, and all parties filing a notice of appearance herein, of the occurrence of any of the following (a "Termination Event"):

- (i) the incurrence by the Debtors of (x) administrative expenses, or any other amounts, of a type not set forth in the Budget, or (y) administrative expenses of the types set forth in the Budget in amounts exceeding the amounts for each type of expense set forth in the Budget, except (a) as otherwise provided in Section 2, and (b) for fees due under 28 U.S.C. §1930;
- (ii) the failure of the Debtors to pay all undisputed administrative expenses in full in accordance with their terms as provided for in the Budget;
- (iii) the failure of the Debtors to timely pay all fees due under 28 U.S.C. §1930;
- (iv) the Debtors' failure to obtain entry of an order on or before May 15, 2010, approving the bidding procedures described in the Sale Motion incorporating

the sale process and deadlines set forth in Section 13 or the Debtors' failure to comply with the deadlines so established;

- (v) the Debtors default or are in breach of any of the terms of the Bond Documents set forth in Schedule 16 attached to this Interim Order; or
- (vi) the Debtors fail to comply with, keep, observe or perform any of their agreements or undertakings under this Interim Order.

(b) Unless during such five (5) business day period referenced above in Section 16(a), the Debtors cure any Termination Event that is curable or obtain an order by this Court determining that the Indenture Trustee is then still receiving adequate protection for purposes of the Bankruptcy Code, (i) the Debtors' authority to use Cash Collateral hereunder shall terminate, (ii) the Indenture Trustee may exercise all rights and options set forth herein exercisable upon the occurrence of a default, and (iii) the Indenture Trustee, upon the expiration of such five (5) business day period shall be automatically relieved of any further stay under Section 362 of the Bankruptcy Code, or other restriction on enforcement of its pre- and post-petition liens and security interests in the Pre-Petition Bond Collateral and the Post-Petition Bond Collateral, all without further order of the Bankruptcy Court.

17. Termination of Use of Cash Collateral Without Prior Notice.

(a) The Debtors' authority to use Cash Collateral will terminate without any further action by the Bankruptcy Court and a Termination Event shall occur without prior notice upon the occurrence of any of the following (also a "Termination Event"):

- (i) Any Debtor's Chapter 11 case is dismissed or converted to a proceeding under Chapter 7 of the Bankruptcy Code;
- (ii) the earlier of (y) the date of the entry of an order of this Court appointing a Chapter 11 trustee or an examiner with enlarged powers (beyond those set forth in Sections 1104(c) and 1106(a)(3) and (4) of the Bankruptcy Code) for any Debtor; or (z) the date any Debtor files a motion, application or other pleading consenting to or acquiescing in any such appointment;

- (iii) the Bankruptcy Court suspends any Debtor's bankruptcy case under Section 305 of the Bankruptcy Code;
- (iv) entry of an order confirming of plan in the Bankruptcy Cases;
- (v) this Interim Order becomes stayed, reversed, vacated, amended or otherwise modified in any respect without the prior written consent of the Indenture Trustee;
- (vi) an order is entered in the Bankruptcy Cases over the objection of the Indenture Trustee approving financing pursuant to Section 364 that would grant an additional security interests or a lien on any Collateral or granting a superpriority administrative claim that is equal or superior to the superpriority administrative claim granted to the Indenture Trustee under this Interim Order;
- (vii) an adversary proceeding or contested matter is commenced by the Debtors challenging the validity, enforceability, priority or extent of the Indenture Trustee's liens or claims;
- (viii) imposition of orders, penalties or fines by any governmental agency or unit which, if not cured promptly, results in the cessation of operations of the Debtors; or
- (ix) the Court fails to enter a Final Order on or before May 25, 2010.

(b) Upon the occurrence of a Termination Event described in this Section 17, the Debtors' authority to use Cash Collateral hereunder shall terminate, the Indenture Trustee may exercise all rights and options set forth herein exercisable upon the occurrence of a default, and the Indenture Trustee shall be automatically relieved of any further stay under Section 362 of the Bankruptcy Code, or other restriction on enforcement of its pre- and post-petition liens and security interests in the Pre-Petition Bond Collateral and the Post-Petition Bond Collateral, all without further order of the Bankruptcy Court.

18. Release. The Debtors hereby waive, release and discharge the Indenture Trustee and all holders of the Bonds and their respective affiliates, agents, attorneys, officers, directors and employees, from any and all claims and causes of action arising out of, based

upon or related to, in whole or in part, the Bonds and the Bond Documents, any aspect of the prepetition relationship between the Indenture Trustee, and/or all holders of the Bonds, and the Debtors, and any other acts or omissions by the Indenture Trustee and/or all holders of the Bonds in connection with either the Bond Documents or the Indenture Trustee's and holders of the Bonds prepetition relationship with the Debtors. Further, the Debtors waive any and all rights to object to or contest the amount of the Bond Claim or the Indenture Trustee's security interests in the Pre-Petition Bond Collateral and agree that all such claims and security interests have been duly perfected and are in all respects valid and enforceable first priority security interests and liens.

19. Failure of Adequate Protection. Nothing herein shall constitute a waiver, release or modification of the rights of the Indenture Trustee to assert a claim under Bankruptcy Code Sections 364(c) and 507(b).

20. Deemed Request for Stay Relief. This Interim Order shall be deemed to constitute a request by the Indenture Trustee for relief from the automatic stay with respect to the Pre-Petition Bond Collateral and for adequate protection for the use of cash collateral as of the Petition Date.

21. No Charge on Collateral; Carve Out. In part in consideration of the Debtors' acknowledgement of the debt due and owing and the Debtors' waiver of any claims under section 506(c) of the Bankruptcy Code, the Indenture Trustee consents to a carve out for certain expenses and professional fees incurred during the pendency of this bankruptcy case which shall be superior in all instances to the liens and claims of the Indenture Trustee and all other parties (the "Carve Out"). For purposes hereof, the "Carve Out" means fees and expenses of professionals retained by the Debtors or the Committee (as defined below) in an

aggregate amount not to exceed the sum of: (i) the dollar amount of such fees and expenses to the extent (a) incurred or accrued prior to a Termination Event (whether paid or unpaid); (b) provided for under the Budget; and (c) previously or subsequently allowed by court order; plus (ii) \$500,000, plus (iii) the statutory fees of the United States Trustee pursuant to 28 U.S.C. § 1930 and the fees of the Clerk of the Bankruptcy Court. Nothing herein shall constitute a waiver of any right of the Indenture Trustee to object to fees and expenses of any professionals or to challenge any assertion that any amount of the fees and expenses remain unpaid. The entry of a Final Order shall be a conclusive and binding determination on all parties that except for the Carve Out, no costs or expenses of administration shall be imposed against the Indenture Trustee or the Pre-Petition Bond Collateral or the Post-Petition Bond Collateral under Sections 105 or 506(c) of the Bankruptcy Code, or otherwise.

22. Modification of Stay. The automatic stay imposed by virtue of Section 362 of the Bankruptcy Code is hereby vacated and modified insofar as necessary to permit the Indenture Trustee to: (i) receive payments to be made by the Debtors to the Indenture Trustee and the payment of amounts due to the holders of the Bonds, (ii) apply, allocate or pay from any of the funds or accounts maintained by the Indenture Trustee in accordance with the terms of the Bond Documents, (iii) pay all fees and expenses of the Indenture Trustee and its professionals by the Debtors; and (iv) take any action specifically authorized or contemplated by this Interim Order.

23. Preservation of Rights. If any or all of the provisions of this Interim Order are, at any time, modified, vacated or stayed, such stay, modification or vacation shall not affect the validity, extent, priority and enforceability of any lien, priority, or other benefit conferred under this Interim Order prior to such stay, modification or vacation.

24. Binding Effect. This Interim Order shall be binding on all parties in this case that have notice hereof, including, but not limited to, the Debtors and any successors thereto, any Chapter 11 or Chapter 7 trustee that is appointed or elected in this case, and any Official Committee of Unsecured Creditors (the “Committee”); provided, however, that this Interim Order is without prejudice to the rights of any Committee to, on behalf of the Debtors’ estates, challenge the validity, amount, perfection, priority, extent or enforceability of the Bond Claim or the pre-petition security interests of the Indenture Trustee, so long as any such challenge is made on or before 60 days after the commencement of these Bankruptcy Cases, after which time all such challenges shall be deemed finally and conclusively barred.

25. No Competing Liens. Except as set forth herein, the Debtors shall not grant liens on, or security interests in the Pre-Petition Bond Collateral or the Post-Petition Bond Collateral to any other party, pursuant to Section 364 of the Bankruptcy Code or otherwise.

26. Reservation of Rights. Except as provided in this Interim Order, neither the Debtors nor the Indenture Trustee waives any of their rights under the Bankruptcy Code, any applicable law, or the Bond Documents, including, without limitation, the right of the Debtors or the Indenture Trustee at any time to seek any relief (or to oppose any such relief) under the Bankruptcy Code, or the right of the Debtors or the Indenture Trustee to exercise any of their rights and remedies under the Bankruptcy Code at any time. In particular, the Indenture Trustee reserves its rights to seek modification of this Interim Order.

27. Further Relief. Nothing herein shall (i) preclude the Indenture Trustee from seeking any other relief that it may deem appropriate, including relief from the automatic stay, or (ii) prevent the Indenture Trustee from asserting at some later time that its liens and security interests in the Pre-Petition Bond Collateral are not being adequately protected.

28. No Control. The Indenture Trustee shall not be deemed to be in control of the operations of the Debtors or to be acting as a “responsible person,” “managing agent” or “owner or operator” (as such terms or any similar terms are used in the United States Comprehensive Environmental Response, Compensation and Liability Act, as amended, or any similar Federal or state statute) with respect to the operation or management of the Debtors, notwithstanding its consent to this Interim Order and extending financial accommodations of any type, kind or nature under this Interim Order.

29. No Third Party Beneficiaries. No rights are created hereunder for the benefit of any third party, any creditor, or any direct, indirect or incidental beneficiary.

30. Effectiveness. The rights and obligations of the parties under this Interim Order shall be effective and enforceable as of the Petition Date. This Interim Order shall be deemed effective immediately and, for the avoidance of doubt, Federal Rule of Bankruptcy Procedure 6004(h) shall not apply hereto. If any or all of the provisions of this Interim Order are hereafter reversed, modified, vacated or stayed, such reversal, modification, vacatur or stay shall not affect (i) the validity, extent, priority or enforceability of any obligations incurred prior to the actual receipt of written notice by the Indenture Trustee of the effective date of such reversal, modification, vacatur or stay or (ii) the validity, extent or enforceability of the liens and claims granted hereunder..

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

(a) If to the Debtors to:

Proskauer Rose, LLP
Attn: Jeff Marwil, Esq.
Three First National Plaza
70 West Madison, Suite 3800
Chicago, IL 19801
Fax.: 312-962-3550
e-mail: jmarwil@proskauer.com

with a copy to:

Sumner Regional Health Systems, Inc.
555 Hartsville Pike
Gallatin, TN 37066
Attn: Waite Popejoy

(b) If to the Indenture Trustee to:

Wells Fargo Corporate Trust Service
Attn: Gavin Wilkinson, Vice President
MAC #N9311-115
625 Marquette Avenue, 11th Floor
Minneapolis, MN 55479
Fax.: 612-667-5047
e-mail: gavin.wilkinson@wellsfargo.com

with a copy to:

Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C.
Attn: William W. Kannel, Esq.
One Financial Center
Boston, MA 02111
Fax.: 617-542-2241
e-mail: wkannel@mintz.com

and

Prochaska Thompson Quinn & Ferraro, P.C.
Attn: Joseph R. Prochaska, Esq.
401 Church Street, Suite 2600
Nashville, TN 37219
615-244-4563
Fax.: 615-242-0124
e-mail: joeprochaska@ptqflegal.com

32. Notice of Final Hearing. the Debtors shall, within two (2) business days after entry of this Interim Order, mail copies of a notice of the entry of this Interim Order, together with a copy of the Motion and a notice of the Final Hearing on: the Initial Notice Parties and (i) any party that has filed prior to such date a request for notices with this Court; (ii) counsel for any official committee(s), if any; (iii) the Securities and Exchange Commission, (iv) the Internal Revenue Service, and (v) the United States Attorney General.

33. Final Hearing. A final hearing to consider the Motion will be held on **May 20, 2010 at 1:00 p.m. before the Hon. Marian F. Harrison, Bankruptcy Judge, Courtroom III at 701 Broadway, Nashville, Tennessee, 37203.** Any objections to the Motion shall be filed and served on or before May [14], 2010, at 5:00 p.m. Central time.

**THIS ORDER WAS SIGNED AND ENTERED ELECTRONICALLY
AS INDICATED AT THE TOP OF THE FIRST PAGE**

Prepared by:

/s/ Robert A. Guy, Jr.
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Proposed Counsel for the Debtors

**Pro Hac Vice Motion Pending*

SCHEDULE A

BUDGET

Sumner Regional Health System, Inc.
Cash Collateral Budget
\$ in 000s

Week Ending-Friday	05/07/10	05/14/10	05/21/10	05/28/10
Collections				
Patient Collections, Net of Refunds	2,788	2,788	2,788	2,788
Other Collections	109	109	109	109
Total Collections	<u>2,897</u>	<u>2,897</u>	<u>2,897</u>	<u>2,897</u>
Disbursements				
Salaries, Wages and Benefits	1,100	50	2,500	115
Supplies & Other	500	1,100	1,100	900
Total	<u>1,600</u>	<u>1,150</u>	<u>3,600</u>	<u>1,015</u>
Operating Cash Flow Activity	<u>1,297</u>	<u>1,747</u>	<u>(703)</u>	<u>1,882</u>
CapEx	0	33	33	33
Net Cash Flow after CapEx	<u>1,297</u>	<u>1,714</u>	<u>(736)</u>	<u>1,849</u>
Debt - payments	30	9	2	64
Net Cash Flow after Debt Service	<u>1,267</u>	<u>1,705</u>	<u>(739)</u>	<u>1,785</u>
Restructuring Costs	0	0	0	0
Net Cash Flow Activity	<u>1,267</u>	<u>1,705</u>	<u>(739)</u>	<u>1,785</u>
Est. Beginning Cash Book Balance	8,344	9,611	11,316	10,577
Net Cash Flow Activity	<u>1,267</u>	<u>1,705</u>	<u>(739)</u>	<u>1,785</u>
Est. Ending Cash Book Balance	<u>9,611</u>	<u>11,316</u>	<u>10,577</u>	<u>12,362</u>

This Cash Collateral Budget does not include cash receipts or disbursements associated with Bond Funds as defined in the Interim Order regarding use of Cash Collateral and Adequate Protection.

Schedule 16

Relating to the Master Trust Indenture

- 4.02(a) (relating to corporate existence and qualification to do business)
- 4.02(d) (relating to tax exempt status)
- 4.02(e) (relating to prohibition on legally impermissible discrimination)
- 4.05 (relating to financial statements, etc.)
- 4.09 (relating to additional liens other than permitted encumbrances)
- 4.13(c) (relating to tax-exempt status)
- 4.19 (relating to insurance)

Relating to the 2007 Loan Agreement

- 7.1 (relating to purposes for which facility may be used)
- 8.1 (relating to maintenance of corporate existence and status)
- 8.4 (relating to financial statements, etc.)
- 8.6 (relating to accreditation and licensure)

Relating to the 2008 Loan Agreement

- 7.1 (relating to purposes for which facility may be used)
- 8.1 (relating to maintenance of corporate existence and status)
- 8.4 (relating to financial statements, etc.)
- 8.6 (relating to accreditation and licensure)

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This Order has been electronically signed. The Judge's signature and Court's seal appear at the top of the first page.
United States Bankruptcy Court.