



Dated: 12/9/2016

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION**

In re:)
)
Vanguard Healthcare, LLC, *et al.*,¹) Chapter 11
) Case No. 16-03296
Six Cadillac Dr., Suite 310) Jointly Administrated
Brentwood, TN 37027) Judge Mashburn
Debtors.)
Hearing: December 13, 2016

AGREED ORDER MODIFYING EXTENDED CASH COLLATERAL ORDER

This matter comes before the Court upon the *Motion for Modified Use of Cash Collateral* [Docket No. 652] (the "Motion") filed by the above-captioned debtors and debtors in possession (collectively, the "Debtors"). Currently, the Debtors are authorized to use Cash Collateral under the terms and conditions of the *Agreed Order Extending Stipulated Final Order Authorizing Debtors' Limited Use of Cash Collateral, Granting Adequate Protection* entered October 19, 2016 [Docket No. 590], (the "Extended Cash Collateral Order").² Through the Motion, the Debtors requested that the terms of the Extended Cash Collateral Order be modified in certain respects.

¹ The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number, are: Vanguard Healthcare, LLC (9650); Vanguard Healthcare Services, LLC (7563); Vanguard Financial Services, LLC (3403); Aurora Australis, LLC (7099); Boulevard Terrace, LLC (8709); Elderscript Services, LLC (4179); Eldercare of Jackson County, LLC (7855); Glen Oaks, LLC (8238); Palace RBS, LLC (9601); Shady Lawn, LLC (7397); Vanguard of Ashland, LLC (8367); Vanguard of Church Hill, LLC (1049); Vanguard of Crestview, LLC (1046); Vanguard of Manchester, LLC (6203); Vanguard of Memphis, LLC (4623); Vanguard of Ripley, LLC (1050); Vicksburg Convalescent, LLC (7298); and Whitehall OpCo, LLC (6186).

² Unless otherwise defined herein, capitalized terms used in this Agreed Order will have the same meanings provided in the Extended Cash Collateral Order.

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Healthcare Financial Solutions, LLC ("HFS"), in its capacity as Agents, raised with the Debtors certain concerns relating to the relief requested in the Motion. The Debtors and HFS have agreed to resolve the Debtors' Motion and HFS' objections thereto under the terms and conditions of this Agreed Order.

The notice of the Motion and this Agreed Order being sufficient notice under the circumstances; and the Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334; and it appearing to the Court that there were no objections filed to the Motion (other than the concerns raised by HFS) and upon the signatures of counsel for the Debtors and HFS that the Debtors and HFS have agreed to a modification of the Extended Cash Collateral Order as provided herein; and, based on the entire record before the Court and sufficient cause appearing therefore, the Court finds and concludes as follows:

A. Findings in the Cash Collateral Order. The findings by the Court in the Cash Collateral Order, as amended by the Extended Cash Collateral Order, remain true and applicable to this Agreed Order.

B. Approval of Modified Motion. It appears that there is good cause for the Court to authorize the Debtors' continued use of Cash Collateral, subject to the terms and conditions stated in the Extended Cash Collateral Order, as modified by this Agreed Order.

Accordingly, based on the foregoing findings and conclusions, and the entire record before the Court in these Chapter 11 Cases; and good and sufficient cause appearing therefor,

IT IS THEREFORE ORDERED:

1. Authority to Use Cash Collateral. Pursuant to Bankruptcy Code §§ 105(a) and 363(c), the Debtors are authorized to use Cash Collateral under (and only under) the terms and conditions set forth in the Extended Cash Collateral Order as modified herein.

2. Modification of Restrictions on Cash Collateral Use. Paragraph 3(a) of the Cash Collateral Order, as modified by the Extended Cash Collateral Order, is hereby modified to provide that the Debtors may make a payment into the Fee Reserve Account during December, 2016 (and each month thereafter prior to the termination of the Extended Cash Collateral Order) in an amount not to exceed \$200,000 (rather than the \$150,000 monthly limit stated in the Extended Cash Collateral Order). In all other respects, Paragraph 3(a) of the Cash Collateral Order, as modified by the Extended Cash Collateral Order, remains in full force and effect.

3. Terms of Cash Collateral Order. Except only as expressly modified under this Agreed Order, the Cash Collateral Order as modified by the Extended Cash Collateral Order, including, without limitations, all of its terms, conditions, and protections for Agents and Lenders, shall remain in full force and effect, and all such terms, conditions and protections are incorporated herein by this reference. Nothing in this Agreed Order will cause or be deemed a waiver or modification of any claim, lien, right, power, or remedy of Agents or Lenders.

This Order Was Signed And Entered Electronically As Indicated At The Top Of The First Page

APPROVED FOR ENTRY:

/s/ William L. Norton III

William L. Norton III (TN 10075)

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