

**UNITED STATES BANKRUPTCY COURT  
MIDDLE DISTRICT OF FLORIDA  
ORLANDO DIVISION**

In re:

BREVARD EYE CENTER, INC.,

Chapter 11

Case No.: 6:17-bk-01828-RAC

Jointly Administered with

BREVARD SURGERY CENTER, INC.,

Case No.: 6:17-bk-01829-RAC

MEDICAL CITY EYE CENTER, P.A.,

Case No.: 6:17-bk-01830-RAC

THMIH, INC.,

Case No.: 6:17-bk-01831-RAC

Debtors.

---

**DEBTORS' AMENDED AND SUPPLEMENTAL MOTION  
REGARDING CASH COLLATERAL AND ADEQUATE PROTECTION**

Jointly administered Debtors, BREVARD EYE CENTER, INC. (“BEC”), BREVARD SURGERY CENTER, INC. (“BSC”), MEDICAL CITY EYE CENTER, P.A. (“MCEC”), and THMIH, INC. (“THMIH”) (collectively, the “Debtors”), by and through their undersigned counsel, file this Amended and Supplemental Motion regarding Cash Collateral and Adequate Protection as it relates to creditor SummitBridge National Investments V LLC (“SummitBridge”), and assert that SummitBridge has no cash collateral and is adequately protected, and in support thereof, state as follows:

**BACKGROUND AND INTRODUCTION**

1. This Chapter 11 bankruptcy proceeding was commenced on March 21, 2017 (the “Petition Date”) with the filing of four voluntary Chapter 11 petitions. *See* ECF No. 1 in Case Numbers: 6:17-01828-RAC (BEC); 6:17-01829-RAC (BSC); 6:17-01830-RAC (MCEC); and

6:17-01831-RAC (THMIH).<sup>1</sup>

2. Also on March 21, 2017, the Debtors filed four first-day Motions seeking, *inter alia*, authorization for the interim use of cash collateral and approval of an adequate protection arrangement with SummitBridge (*see* ECF No. 2 in Case Numbers: 6:17-01828-RAC (BEC); 6:17-01829-RAC (BSC); 6:17-01830-RAC (MCEC); and 6:17-01831-RAC (THMIH)) (collectively, the “Motions”). On March 24, the Court entered an Interim Order authorizing, *inter alia*, the preliminary use of cash collateral and approving an adequate protection arrangement with SummitBridge (*see* ECF 24). Thereafter, the Court entered another Interim Order on cash collateral (*see* ECF 87) and entered several orders continuing the Debtors’ use of cash collateral (*see* ECF Nos 141, 174, and 184).

3. Since the filing of the Motions, Debtors’ counsel has had the opportunity to consider and review the details of the loan transactions that form the basis for SummitBridge’s alleged security interests in the Debtors’ assets. Specifically, Debtors’ counsel has reviewed all the loans from Bank of America, N.A. (“BOA”), which were loans to Dr. Trespalacios (in order for him to buy the medical practices) and to THMIH (for THMIH, owned by Dr. Trespalacios, to buy the land underlying three of the medical locations) (the “BOA Loans”).<sup>2</sup> Most of these loans were guaranteed by the Debtors BEC, BSC and MCEC, and the guarantees were purportedly collateralized by guarantor’s assets. While the face amount of the loans were in excess of \$10.0 Million, SummitBridge purchased the BOA Loans in or about July, 2016, for approximately \$5,500,000.00, an amount that was actually negotiated by undersigned counsel on behalf of the Debtor, not SummitBridge.

---

<sup>1</sup> On March 24, 2017, this Court entered an Order authorizing the joint administration of the Debtors’ cases. *See* Case Number 6:17-01828-RAC, ECF 22 (BEC – Lead Case); Case Number 6:17-01829-RAC, ECF 20 (BSC); Case Number 6:17-01830-RAC, ECF 20 (MCEC); and Case Number 6:17-01831-RAC, ECF 16 (THMIH).

<sup>2</sup> These nine loans are outlined further in this Amended Motion.

4. Thereafter, SummitBridge entered into a purported new \$500,000.00 non-revolver credit facility with BEC (BEC was not a borrower until that time), wherein SummitBridge unilaterally paid the broker \$150,000.00 in connection with its (SummitBridge's) purchase of the BOA Loans, and funded two or three \$75,000.00 advances – for the purpose of paying themselves back in connection with the purchased BOA Loans.

5. However, SummitBridge was not finished. On August 1, 2016, SummitBridge demanded execution of a Global Amendment Agreement wherein no new funds were lent. Rather, in return for certain modifications of the existing loans (most in SummitBridge's favor) SummitBridge deemed all loans to be grouped together and cross collateralized among Dr. Trespalacios, THMIH, BEC, BSC, and MCEC. And further pursuant to the Global Amendment Agreement, BEC, BSC and MCEC were required to grant to SummitBridge two Deposit Account Control Agreements (the "DACAs") effectively ceding control of their operating accounts to SummitBridge. The Court will recollect that the precipitating urgency for the filing of these Chapter 11 cases was SummitBridge's sweeps of \$266,576.58 from the Debtors' operating accounts pursuant to the DACAs.

6. Pursuant to the recent landmark *TOUSA*<sup>3</sup> decision emanating from the U.S. Court of Appeals for the Eleventh Circuit, the Debtors believe that the liens on BEC, BSC and MCEC property to secure the debts of Dr. Trespalacios and THMIH, including the DACAs, were granted for less than reasonably equivalent value, and therefore the lien transfers should be avoided. In the instant case, the transfer of liens on Debtors BEC, BSC, and MCEC's property were made without those Debtors receiving value – all value went to borrowers Dr. Trespalacios and THMIH. Accordingly, the lien transfers are avoidable. This includes the transfer of lien

---

<sup>3</sup> *In re TOUSA, Inc.*, 680 F.3d 1298, 1301 (11th Cir. 2012).

interests in personal property, cash, deposit accounts, accounts receivables, and proceeds therefrom, of Debtors BEC, BSC and MCEC, and includes the DACAs. It is the Debtors' position that SummitBridge does not have a lien on the cash collateral of Debtors BEC, BSC and MCEC.

7. Accordingly, on May 24, 2017, Plaintiffs filed their *Complaint to Set Aside Transfers and for Injunctive and Other Relief Pursuant to 11 U.S.C. §§ 105, 502, 506, 542, 544 and 547* (see Case No. 6:17-ap-00070-RAC, ECF 1) ("Complaint") against SummitBridge. The Complaint contains eight causes of action including, *inter alia*, avoidance and recovery of fraudulent transfers (including the DACA seizures) pursuant to both the U.S. Bankruptcy Code and the Florida Statutes guided by the *TOUSA* decision and progeny; avoidance and recovery of preferential transfers; turnover of property of the estate; determination of the validity, priority, and extent of SummitBridge's lien; and determination that SummitBridge has no allowed claim pending SummitBridge's payment or return of recoverable property.

8. To date, SummitBridge has not answered the Complaint due to its request to abate the litigation pending mediation (see Case No. 6:17-ap-00070-RAC, ECF 5). The mediation was declared an impasse on August 15, 2017.

#### **RELEVANT SUMMARY OF THE LOAN TRANSACTIONS<sup>4</sup>**

9. The BOA Loans related to Dr. Trespalacios' purchase of ophthalmologic medical practices of Dr. Paul J. Befanis and Dr. Jack J. Yager (collectively the "Medical Practices"), the purchase of personal assets associated with the Medical Practices, and the purchase of real estate assets by THMIH associated with the Medical Practices. The BOA Loans to Dr. Trespalacios and THMIH are described in the Complaint and hereunder as Loans ##1 through 9.

---

<sup>4</sup> The relevant loan documents are voluminous and are not attached to this Amended Motion for the sake of brevity, but are attached to the Complaint. See Case No. 6:17-ap-00070-RAC, ECF 1.

10. In or about July of 2016, SummitBridge purchased and was assigned the BOA Loans for about \$5,500,000.00 and thereafter SummitBridge purported to enter into an additional \$500,000.00 non-revolver credit line loan, although it appears that the only portions of such loan that were funded went to SummitBridge's broker (\$150,000.00) in connection with SummitBridge's purchase of the BOA Loans, and for payment to SummitBridge in connection with the purchased BOA Loans (the "SummitBridge Loan #10;" the BOA Loans, Loans ##1 through 9, and the SummitBridge Loan #10, together hereafter, the "Loans"). Unlike Loans ##1 through 9, the SummitBridge Loan #10 however was not to Dr. Trespalacios or to THMIH but was to BEC.

11. The Loans are summarized as follows:

i. BOA Loan #1 –9/10/2013

- Loan Number: OMBNAA002RFP
- Borrower: Dr. Trespalacios
- Original principal amount: \$3,481,451.00
- Borrower Security: Personal Property of Borrower
- Guarantors: BEC, BSC, and THMIH
- Guarantor Security: Personal Property of Guarantors
- Default: Notice of Default Required

ii. BOA Loan #2 –9/9/2013

- Loan Number: OMBNAA002VZ8
- Borrower: Dr. Trespalacios
- Original principal amount: \$2,100,000.00
- Borrower Security: Personal Property of Borrower
- Guarantors: BEC, BSC, and THMIH
- Guarantor Security: Personal Property of Guarantors
- Default: Notice of Default Required

iii. BOA Loan #3 –9/27/2013

- Loan Number: OMBNAA002RLN
- Borrower: THMIH, Inc.
- Original principal amount: \$1,530,000.00
- Borrower Security: Personal Property of Borrower and Mortgage on 665 S. Apollo Boulevard, Melbourne, FL 32901
- Guarantors: BEC and BSC

- Guarantor Security: Personal Property of Guarantors
  - Default: No Notice of Default Required
- iv. BOA Loan #4 –9/27/2013
- Loan Number: OMBNAA002VYX
  - Borrower: Dr. Trespalacios
  - Original principal amount: \$270,000.00
  - Borrower Security: Personal Property of Borrower
  - Guarantors: BEC, BSC and THMIH
  - Guarantor Security: Personal Property of Guarantors; Mortgage upon 665 S. Apollo Boulevard, Melbourne, FL 32901
  - Default: No Notice of Default Required
- v. BOA Loan #5 –9/23/2013
- Loan Number: OMBNAA002X3V
  - Borrower: Dr. Trespalacios
  - Original principal amount: \$250,000.00
  - Borrower Security: Personal Property of Borrower
  - Guarantors: BEC, BSC and THMIH
  - Guarantor Security: Personal Property of Guarantors
  - Default: Notice of Default Required
- vi. BOA Loan #6 –3/18/2014
- Loan Number: OMBNAA0036L5
  - Borrower: Dr. Trespalacios
  - Original principal amount: \$1,440,000.00
  - Borrower Security: Personal Property
  - Guarantors: BEC, BSC and THMIH
  - Guarantor Security: Personal Property of Guarantors
  - Default: Notice of Default Required
- vii. BOA Loan #7 –5/9/2014
- Loan Number: OMBNAA0035HK
  - Borrower: THMIH, Inc.
  - Original principal amount: \$1,040,000.00
  - Borrower Security: Personal Property and Mortgage on 214 E Marks Street, Orlando, Florida 32803. The then existing Mortgage in favor of Marks Street, LLC was subordinated to the new Mortgage to BOA. Marks Street LLC did not subordinate its lien with respect to any other of the Loans.
  - Guarantors: BEC, BSC, and Dr. Trespalacios
  - Guarantor Security: Personal Property of Guarantors
  - Default: No Notice of Default Required

- viii. BOA Loan #8 –5/9/2014
- Loan Number: OMBNAA0036KW
  - Borrower: THMIH, Inc.
  - Original principal amount: \$1,040,000.00
  - Borrower Security: Personal Property of Borrower and Mortgage on 250 N. Courtenay Parkway, Merritt Island, Florida 32953
  - Guarantors: BEC, BSC, and Dr. Trespalacios
  - Guarantor Security: Personal Property of Guarantors
  - Default: No Notice of Default Required
- ix. BOA Loan #9 –5/9/2014
- Loan Number: OMBNAA0036L2
  - Borrower: Dr. Trespalacios
  - Original principal amount: \$260,000.00
  - Borrower Security: Personal Property of Borrower
  - Guarantors: BEC, BSC, and THMIH
  - Guarantor Security: Personal Property of Guarantors and Mortgage on 250 N Courtenay Pkwy, Merritt Island, FL 32953
  - Default: No Notice of Default Required
- x. SummitBridge Loan, Loan #10 –7/18/2016
- Borrower: BEC
  - Original principal amount: \$500,000
  - Borrower Security: Personal Property of Borrower
  - Guarantors: BSC, MCEC, THMIH, Dr. Trespalacios, and Steve Black;
  - Guarantor Security: Personal Property of BSC, MCEC, THMIH and Dr. Trespalacios
  - Loan Proceeds: Used in part to pay down Loans ##1 through 9
  - Default: No Notice of Default Required
- xi. SummitBridge Global Amendment Agreement – 8/1/2016
- This Amendment Agreement purports to restate the due dates of all Loans, adjust interest rates of all loans upward, increase exit fees, require additional financial reporting, provided for certain EBITDA requirements and Coverage Ratios, and grouped together all obligations, all collateral, and all debt. It also provides for the execution thereafter of Deposit Account Control Agreements, discussed *infra*.

12. Except for SummitBridge Loan #10, all the Loans either were acquisition loans to Dr. Trespalacios to facilitate the purchase of the Medical Practices, or to THMIH to facilitate the purchase of the Medical Practice related real estate. Only Loans #3, #7 and #8 were to THMIH.

Loans ##1 through 9 spanned a period of about eight months because the purchase of the Medical Practices were accomplished in various stages. These Loans to Dr. Trespalacios and to THMIH were secured by the personal property of the respective Borrowers, and in the instance of the Loans to THMIH, additionally by purchase money mortgages on each of the parcels of real estate - 665 S. Apollo Boulevard, Melbourne; 214 E. Marks Street, Orlando; and 250 N. Courtenay Parkway, Merritt Island, respectively.

13. In addition, each of the Loans was guaranteed by third parties which were usually the remaining Debtors, i.e., BEC, BSC and MCEC. In various instances, the guarantors purported to provide security for their guarantees by way of UCC personal property liens (the "Guarantor Liens"). The Guarantor Liens were effectuated pursuant to various transfer agreements (the "Guarantor Lien Transfers"). All of the Guarantor Lien Transfers in connection with Loans ##1-9 represent transfers of interests in property without reasonable consideration, and without reasonably equivalent value to, or benefit to, the guarantors.

14. In or around August 2015 and February 2016, Dr. Trespalacios, THMIH, BSC and BEC entered into a First Forbearance Agreement and Second Forbearance Agreement with BOA (the "Forbearance Agreements"), each of which purported to grant new Guarantor Liens. The Forbearance Agreements sought to secure payments by Dr. Trespalacios and THMIH in respect to Loans ##3, 4, 7, 8, and 9 by spreading the mortgages on all three THMIH properties (the "Forbearance Agreement Spreader Agreements"). As in the case of Loans ##1 through 9, the Forbearance Agreement Spreader Agreements were demanded without reasonable consideration, and without reasonably equivalent value to, or benefit to, the THMIH Lien Guarantor. These agreements are largely irrelevant however, because THMIH secured its own debts with mortgages on its own properties.

15. As indicated, when SummitBridge purchased the BOA Loans in July 2016, it also entered into Loan #10. This Loan however, was not given to Dr. Trespalacios or to THMIH, but rather ostensibly to Debtor BEC. The SummitBridge Loan #10 purportedly was a non-revolving line of credit for up to \$500,000.00, however it appears that it may have not been fully funded. Indeed, certain proceeds of this Loan appear not to have passed through the Debtors or Dr. Trespalacios, and certain proceeds of this Loan appear to have been directed to retire certain debt owed by Dr. Trespalacios or THMIH pursuant to Loans ##1 through 9 (that had been assigned to SummitBridge), and to pay SummitBridge's broker fee. Loan #10 was secured by the personal property of BEC and by Guarantor Liens on the personal property of guarantors BEC, BSC, MCEC, THMIH and Dr. Trespalacios. As well, SummitBridge demanded and obtained a guarantee of Steven Black, the Debtors' CEO, who is the not even an owner of any of the entities. As in the case of Loans ##1-9, the Forbearance Agreements, and the Forbearance Agreement Spreader Agreements, all the collateral granted by BEC, BSC, MCEC, THMIH, Dr. Trespalacios and Steven Black connection with Loan #10 was demanded without reasonable consideration, and without reasonably equivalent value to, or benefit to, BEC or any of the purported Lien Guarantors BEC, BSC, MCEC, THMIH, Dr. Trespalacios or Steven Black.

16. On or about August 1, 2016, two weeks after the SummitBridge Loan #10, SummitBridge demanded of the Debtors, Dr. Trespalacios and the Debtors' CEO Steve Black, that they enter into a Global Amendment Agreement ("GAA"). The GAA, *inter alia*, amended certain terms of the Loan Documents, increased interest rates, altered maturity dates and repayment terms, added Mr. Black as an "Obligor," added new fees and other requirements, purported to establish that all Loans were secured by all collateral of all borrowers, guarantors, without distinction, and required that BEC, BSC and MCEC enter in the DACAs thereby

effectively transferring their operating accounts to SummitBridge. It is the Debtors' position that the purported spreading of all Loans to all entities set forth in the GAA, and the purported spreading of security interests and mortgages in all assets of all Debtors to secure a purported consolidated debt, and the entry into the DACAs, all were demanded without reasonable consideration, and without reasonably equivalent value to Debtors BEC, BSC, MCEC (and, for that matter, Steven Black).

**SUMMITBRIDGE HAS NO CASH COLLATERAL BECAUSE THE TRANSFERS OF INTERESTS IN PROPERTY TO SUMMITBRIDGE ARE AVOIDABLE**

17. The Eleventh Circuit's decision in *In re TOUSA, Inc.*, 680 F.3d 1298 (11th Cir. 2012) is controlling in this case and specifically on the issue of SummitBridge's alleged cash collateral. In *TOUSA*, TOUSA, Inc.'s subsidiaries (the "Conveying Subsidiaries") transferred liens in their property to secure the payment of a debt owed only by parent TOUSA, Inc. *Id.* at 1301. The Conveying Subsidiaries received no loan proceeds. TOUSA, Inc. and the Conveying Subsidiaries then commenced bankruptcy proceedings. The Eleventh Circuit affirmed the Bankruptcy Court's determination that the Conveying Subsidiaries did not receive reasonably equivalent value in exchange for the transfers of liens on their property to secure debts incurred only by parent TOUSA, Inc.:

The bankruptcy court then assessed whether the Conveying Subsidiaries received reasonably equivalent value from the transaction. The bankruptcy court first noted that 'value' is defined in section 548<sup>5</sup> as being 'property' or 'satisfaction or securing of a present or antecedent debt of the debtor.' 11 U.S.C. § 548(a)(1)(B)(i), (d)(2)(A). The bankruptcy court determined that 'the Conveying Subsidiaries could not receive 'property' unless they obtained some kind of enforceable entitlement to some tangible or intangible article.' *In re TOUSA*, 422

---

<sup>5</sup> The Bankruptcy Court noted in its affirmed opinion that there were no "material differences between the legal standards that govern Plaintiff's claims under Section 548 of the Bankruptcy Code and the legal standards that govern its claims under Florida ... law, as incorporated by Section 544 of the Bankruptcy Code. Accordingly, my analysis of issues under Section 548 applies also to Plaintiff's claims under state statutes." *In re TOUSA, Inc.*, 422 B.R. 783, 861 (Bankr. S.D. Fla. 2009).

B.R. at 868 n. 55. Under this definition of ‘value,’ the bankruptcy court found that, because the Conveying Subsidiaries did not receive any property, they did not receive reasonably equivalent value.

*In re TOUSA, Inc.*, 680 F.3d 1298, 1303–04 (11th Cir. 2012). *See also In re Computer Universe, Inc.*, 58 B.R. 28, 30 (Bankr. M.D. Fla. 1986) (“As a general rule, an insolvent debtor receives less than a reasonably equivalent value where it transfers its property in exchange for consideration which passes to a third party. In such cases, it ordinarily receives little or no value.”)

18. Just like the parent company in *TOUSA*, in the instant case Dr. Trespalacios and THMIH were the sole borrowers on each of the BOA Loans, and the sole parties to receive value in exchange for the BOA Loans. Notwithstanding, like the Conveying Subsidiaries in *TOUSA*, Debtors BEC, BSC and MCEC purportedly transferred liens in their property to secure the payment of Dr. Trespalacios and THMIH’s debts, and Debtors BEC, BSC and MCEC received no reasonably equivalent value in exchange therefor. Debtors BEC, BSC and MCEC received no “enforceable entitlement to some tangible or intangible article.” *In re TOUSA, Inc.*, 680 F.3d at 1303–04. With no property received, *TOUSA* instructs that no reasonably equivalent value could have been received by Debtors BEC, BSC and MCEC. Accordingly, the transfers of any interests in these Debtors’ property – personal property, cash, deposit accounts,<sup>6</sup> receivables, and proceeds therefrom, or anything else – is avoidable. With no lien interests on the assets of BEC, BSC, and MCEC, SummitBridge can have no cash collateral.

19. With respect to the SummitBridge Loan #10, the funds allegedly advanced to

---

<sup>6</sup> As indicated above (and as outlined in the Motion and in the Complaint) SummitBridge seized the Debtors’ deposit accounts and \$266,576.58 of the Debtors funds in the week preceding the Petition Date, precipitating the Debtors’ Chapter 11 filing. SummitBridge’s lack of lien interests in the Debtors’ property extends to the deposit accounts which had been purportedly secured by Deposit Account Control Agreements executed by Debtors BEC, BSC, and MCEC, in exchange for virtually no consideration. The Debtors are seeking a return of such funds through the Adversary Proceeding on this and other bases.

borrower BEC were not advanced for the benefit of BEC or any other of the Debtors, but rather were utilized largely to pay SummitBridge's broker fee and to pay down pre-existing debt of Dr. Trespalacios and THMIH owed to SummitBridge. SummitBridge generously paid its own debt with Debtor's "loan" money, and then took money out of its right pocket and put it in its left pocket. Again, no "reasonably equivalent value" was received by any of the Debtors.

20. Accordingly, SummitBridge's liens on the Debtors' and guarantors' assets are limited to:

- a. The mortgage for Loan #3 to THMIH on the Apollo Property;
- b. The mortgage for Loan #7 to THMIH on the Marks Street Property;
- c. The mortgage for Loan #8 to THMIH on the Merritt Island Property;
- d. Dr. Trespalacios' personal property for Loan ## 1, 2, 4, 5, 6, and 9 made to Dr. Trespalacios.

21. SummitBridge has no lien on any asset of BEC, BSC, and MCEC, including, without limitation, the Debtors' personal property, cash, deposit accounts, receivables, and proceeds therefrom. SummitBridge should be returning the DACA funds wrongfully transferred to SummitBridge.

**SUMMITBRIDGE IS ADEQUATELY PROTECTED**

22. Since the Petition Date, SummitBridge has been, and remains, adequately protected. SummitBridge has not asserted that its collateral (the real estate) is declining in value, and the most recent Interim Order relating to use of cash collateral and adequate protection (*see* ECF 87) provides for, *inter alia*, the following protections to SummitBridge:

- i. to the extent SummitBridge holds a validly perfected security interest in and liens and mortgages upon prepetition collateral, and there is diminution in value during the case,

SummitBridge is granted replacement liens;

ii. the Debtors will escrow one-twelfth (1/12) of all real estate taxes each month on a going forward basis, which escrow shall be available to pay post-petition real estate taxes when due;

iii. the Debtors will maintain comprehensive insurance coverage on all their real property located in Melbourne, Merritt Island, and Orlando, and standard business risk liability coverages on all property;

iv. the Debtors will maintain all medical malpractice insurance coverage;

v. the Debtors will maintain all licenses and permits necessary and appropriate to continue medical services;

vi. the Debtors will abide by a Court-approved budget with limited variance;

vii. the Debtors will file separate DIP Monthly Operating Reports on a timely basis;

viii. on reasonable notice, SummitBridge may review the Debtors' books and records;

ix. on Thursday of each week, the Debtors will provide SummitBridge with:

a. a report showing a comparison of the Budget to the Debtors' actual performance on a line item basis for both the preceding week and on a cumulative basis, which shall also include ending account receivable balances for each period, in a form acceptable to SummitBridge;

b. a report of weekly sales by each type of service provided by the Debtors, including without limitation surgery, capitation, retail, and primary care;

c. a report of total weekly patient encounters by category, broken down by M.D. Clinic, M.D. Surgery, O.D., and technician testing; and

d. a report of the number of employees of the Debtors at the end of the preceding

week; and

x. on reasonable notice, SummitBridge may inspect the business operations of the Debtors.

23. Attached hereto as Exhibit “A” is the Debtors’ new monthly budget, which takes into account the most recent data and projections available. Notwithstanding that SummitBridge has no cash collateral in this case, SummitBridge is adequately protected as set forth herein.

WHEREFORE, the jointly administered Debtors, BREVARD EYE CENTER, INC., BREVARD SURGERY CENTER, INC., MEDICAL CITY EYE CENTER, P.A., and THMIH, INC., respectfully request an Order from this Court finding that SummitBridge has no cash collateral, finding that SummitBridge is adequately protected, and granting such further relief the Court deems just and proper.

Respectfully submitted,

**Aaronson Schantz Beiley P.A.**

/s/ Geoffrey S. Aaronson  
Geoffrey S. Aaronson, Esq.  
Florida Bar No. 349623  
[gaaronson@aspalaw.com](mailto:gaaronson@aspalaw.com)  
Lawrence M. Schantz, Esq.  
Florida Bar No. 143910  
[lschantz@aspalaw.com](mailto:lschantz@aspalaw.com)  
Samuel J. Capuano, Esq.  
Florida Bar No. 90946  
[scapuano@aspalaw.com](mailto:scapuano@aspalaw.com)  
Miami Tower  
100 SE 2nd Street, Suite 2700  
Miami, Florida 33131  
Ph: 786.594.3000  
Fax: 305.424.9336  
*Attorneys for Debtors*

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the foregoing will be furnished through the Court's CM/ECF system on August 16, 2017 via email to all CM/ECF electronic notice parties as set forth on the electronic mail notice list below.

**Electronic Mail Notice List**

- **Geoffrey S Aaronson** gaaronson@aspalaw.com, lbenavides@aspalaw.com
- **Steven M Berman** sberman@slk-law.com
- **Samuel J Capuano** scapuano@aspalaw.com
- **Ryan E Davis** rdavis@whww.com, thiggens@whww.com;thiggens@ecf.courtdrive.com
- **Kevin C Gleason** KGPAECMF@AOL.COM
- **Alan C Hochheiser** ahochheiser@mauricewutscher.com
- **Phillip M Hudson** pmhudson@arnstein.com, hpiloto@arnstein.com;cofalla@arnstein.com;mslopez@arnstein.com;ccontreras-martinez@arnstein.com;amclaughlin@arnstein.com
- **Brett A Hyde** brett@uslegalteam.com
- **Jill E Kelso** jill.kelso@usdoj.gov
- **Tamara D McKeown** tmckeown@aspalaw.com
- **Kevin H Morse** khmorse@arnstein.com
- **Harley E Riedel** hriedel.ecf@srbp.com, srbpecf@srbp.com
- **Lawrence M Schantz** lschantz@aspalaw.com
- **James E Shepherd** shepherd@fbl-law.com, bravo@fbl-law.com
- **Jonathan Sykes** jsykes@burr.com, ccrumrine@burr.com;lloving@burr.com
- **United States Trustee - ORL** USTP.Region21.OR.ECF@usdoj.gov

/s/ Geoffrey S. Aaronson  
Geoffrey S. Aaronson, Esq.

# **Exhibit “A”**

Week Ending	8/25/2017	9/1/2017	9/8/2017	9/15/2017	9/22/2017	9/29/2017	10/6/2017	10/13/2017	10/20/2017	10/27/2017	11/3/2017	11/10/2017	11/17/2017	11/24/2017	12/1/2017	12/8/2017	12/15/2017	12/22/2017	12/29/2017	Totals
Starting Balance	21,889	88,318	13,149	55,942	26,346	53,404	41,367	78,733	4,895	45,795	16,587	80,729	39,629	64,798	54,994	100,555	56,089	91,071	77,724	
<b>Cash Inflows</b>																				
DACA Funds	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Revenue (incl. Surg, Opt Sales, Prime Care, Sales Tax)	205,000	205,000	217,000	217,000	217,000	217,000	217,000	217,000	217,000	217,000	217,000	217,000	185,000	185,000	185,000	185,000	185,000	185,000	185,000	3,875,000
Capitation	22,000	-	-	17,000	-	22,000	-	-	17,000	-	22,000	-	17,000	-	22,000	-	17,000	-	22,000	178,000
<b>Total Inflow</b>	<b>227,000</b>	<b>205,000</b>	<b>217,000</b>	<b>234,000</b>	<b>217,000</b>	<b>239,000</b>	<b>217,000</b>	<b>217,000</b>	<b>234,000</b>	<b>217,000</b>	<b>239,000</b>	<b>217,000</b>	<b>202,000</b>	<b>185,000</b>	<b>207,000</b>	<b>185,000</b>	<b>202,000</b>	<b>185,000</b>	<b>207,000</b>	<b>4,053,000</b>
<b>Cash Outflows</b>																				
Quarterly US Trustee Fee	-	-	-	-	-	-	9,750	-	-	-	-	-	-	-	-	-	-	-	-	9,750
Payroll (Net)	-	130,936	-	127,000	10,000	127,000	-	127,000	10,000	127,000	-	127,000	10,000	127,000	-	127,000	10,000	127,000	-	1,186,936
Payroll (Taxes, Social Security, etc)	56,000	8,400	56,000	8,400	56,000	8,400	56,000	8,400	56,000	8,400	53,000	8,400	53,000	8,400	53,000	8,400	53,000	8,400	53,000	620,600
Payroll Tax Arrearage Correction	-	50,271	-	68,441	-	58,534	-	56,418	-	53,005	-	-	-	-	-	-	-	-	-	286,669
401k Arrearage Correction	6,427	-	10,265	-	9,732	-	5,445	-	8,033	-	9,652	30,219	-	-	-	-	-	-	-	79,772
Payroll (Dr. Trespacios) (Net)	9,331	-	9,331	-	9,331	-	9,331	-	9,331	-	9,331	-	9,331	-	9,331	-	9,331	-	9,331	93,310
Payroll (CEO) (Net)	6,845	-	6,845	-	6,845	-	6,845	-	6,845	-	6,845	-	6,845	-	6,845	-	6,845	-	6,845	68,450
Equipment Lease	234	7,844	234	690	4,921	234	7,844	234	5,377	234	7,844	234	5,377	234	7,844	234	5,378	234	234	55,459
Insurances	20,364	7,686	39,762	-	1,001	-	7,686	48,321	1,001	-	11,453	38,148	-	1,001	7,686	39,762	-	-	-	223,871
IT & Office	8,910	11,997	1,910	2,907	8,810	4,510	13,697	605	9,912	5,710	13,697	4,240	6,277	5,710	13,697	4,210	6,307	2,410	5,210	130,724
Other	5,030	2,910	2,430	3,728	23,030	4,430	2,910	2,430	24,328	4,430	2,910	2,430	23,728	5,030	2,910	2,430	23,728	3,030	4,430	146,282
Medical Services	300	800	300	300	300	300	800	300	300	300	800	300	300	300	800	300	300	300	300	7,700
Accounting and Professional Fees	-	-	-	-	3,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3,000
Rent	-	11,505	-	-	9,843	-	11,505	-	9,843	-	11,505	-	9,843	-	11,505	-	-	9,843	-	85,390
COGS Supplies	47,130	47,130	47,130	47,130	47,130	47,130	47,130	47,130	47,130	47,130	47,130	47,130	47,130	47,130	47,130	47,130	47,130	47,130	47,130	895,462
Real Estate Taxes	-	-	-	5,000	-	-	-	-	5,000	-	-	-	5,000	-	-	-	5,000	-	-	20,000
Sales Tax	-	692	-	-	-	500	692	-	-	-	692	-	-	-	692	-	-	-	500	3,769
<b>Total Outflow</b>	<b>160,570</b>	<b>280,170</b>	<b>174,207</b>	<b>263,596</b>	<b>189,942</b>	<b>251,037</b>	<b>179,634</b>	<b>290,838</b>	<b>193,100</b>	<b>246,208</b>	<b>174,858</b>	<b>258,100</b>	<b>176,830</b>	<b>194,805</b>	<b>161,439</b>	<b>229,466</b>	<b>167,018</b>	<b>198,347</b>	<b>126,980</b>	<b>3,917,144</b>
Ending Balance	88,318	13,149	55,942	26,346	53,404	41,367	78,733	4,895	45,795	16,587	80,729	39,629	64,798	54,994	100,555	56,089	91,071	77,724	157,745	