

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE MIDDLE DISTRICT OF GEORGIA  
MACON DIVISION

In re:	)	
	)	Chapter 11
OCONEE REGIONAL HEALTH	)	
SYSTEMS, INC., <i>et al.</i> , <sup>1</sup>	)	PROPOSED Jointly
	)	Administered Under
	)	Case No. 17-51005
Debtors.	)	
_____	)	

**DEBTORS' MOTION FOR (A) AUTHORITY TO CONTINUE PRE-EXISTING INSURANCE PROGRAMS AND PAY PREPETITION PREMIUMS, AND (B) FOR AN INTERIM AND FINAL ORDER AUTHORIZING THE DEBTORS TO CONTINUE CERTAIN INSURANCE PREMIUM FINANCING ARRANGEMENTS**

Oconee Regional Health Systems, Inc., Oconee Regional Medical Center, Inc., Oconee Regional Health Services, Inc., Oconee Regional Emergency Medical Services, Inc., Oconee Regional Health Ventures, Inc. (sometimes d/b/a Oconee Neurology Services), Oconee Internal Medicine, LLC, Oconee Orthopedics, LLC, ORHV Sandersville Family Practice, LLC, and Oconee Regional Senior Living, Inc. (collectively, the "**Debtors**") file this motion (the "**Motion**") for an order, substantially in the form attached hereto, permitting them to maintain their insurance programs, pay premiums, and continue to finance certain insurance premiums.

The Debtors are seeking an expedited hearing and emergency relief on this Motion, but only on an interim basis and only to the extent necessary to avoid irreparable harm. However, as set forth in the proposed form of order attached to this Motion, the relief sought by this Motion

<sup>1</sup> The last four digits of the employer identification number for each of the Debtors follow in parenthesis: (i) Oconee Regional Health Systems, Inc. (9394), (ii) Oconee Regional Medical Center, Inc. (9398), (iii) Oconee Regional Health Services, Inc. (9397), (iv) Oconee Regional Emergency Medical Services, Inc. (3857), (v) Oconee Regional Health Ventures, Inc. (sometimes d/b/a Oconee Neurology Services) (8516), (vi) Oconee Internal Medicine, LLC (1712), (vii) Oconee Orthopedics, LLC (3694), (viii) ORHV Sandersville Family Practice, LLC (1236), and (ix) Oconee Regional Senior Living, Inc. (5613). The Debtors' corporate mailing address is 821 North Cobb Street, Milledgeville, Georgia, 31061.

will be subject to the right of any party in interest to file a written objection to this Motion or to any Order on this Motion within twenty-one days of the date hereof, upon which time the Court will convene a hearing to consider such objection. Absent the filing of such a timely objection, then any order on this Motion will immediately thereafter be deemed a final order. Further information supporting the expedited relief on this and certain other “first day” motions can be found in the Debtors’ Motion for Expedited Hearing and Emergency Interim Relief Pursuant to Local Bankruptcy Rule 2002-1(G).

In support of this Motion, the Debtors respectfully represent as follows:

**Background**

1. On May 10, 2017 (the “*Petition Date*”), the Debtors filed voluntary petitions with the United States Bankruptcy Court for the Middle District of Georgia, Macon Division under Chapter 11 of Title 11 of the United States Code (the “*Bankruptcy Code*”). Since the Petition Date, the Debtors have continued in possession of their properties and have operated and managed their businesses as debtors-in-possession pursuant to Sections 1107(a) and 1108 of the Bankruptcy Code.

2. The Debtor Oconee Regional Health Systems, Inc. (“*ORHS*”) is a not-for-profit healthcare system that, through various affiliates, provides critical medical services to the citizens and communities of central Georgia. ORHS can generally be thought of as three legally separate, but closely affiliated, operations.

3. First, chief among the ORHS structure is the Debtor Oconee Regional Medical Center, Inc. (“*ORMC*”), a not-for-profit hospital located in Milledgeville, Georgia. ORHS owns the equity of ORMC. ORMC provides acute and skilled nursing services through a 140-bed general acute care hospital and 15-bed skilled nursing unit. ORMC is the only general acute-care

hospital within a 30-mile radius and is the largest hospital in the ~4,400 square mile area between Macon, Augusta, and Atlanta, Georgia. Over the last twelve (12) months, ORMC had approximately 2,600 inpatient admissions with an average length of stay of 3.9 days, as well as over 33,000 emergency room visits and over 2,100 skilled nursing patient days.

4. Second, the Debtor Oconee Regional Health Ventures, Inc. ("**ORHV**"), a for-profit entity owned by ORHS, operates two wholly-owned clinics and one majority-owned outpatient clinic, all in and around Milledgeville, Georgia. These ORHV subsidiaries are Debtors Oconee Internal Medicine, LLC and Oconee Orthopedics, LLC, and non-Debtor Oconee Sleep & Wellness Center, LLC (which is 71% owned by ORHV). In addition, ORHV has certain operations of its own, as it sometimes does business as Oconee Neurology.

5. Third and finally, ORHS owns the equity of Oconee Regional Healthcare Foundation, Inc. (the "**Foundation**"), a small, non-profit entity that raises money to support certain charitable, educational, and scientific goals and missions of ORHS. The Foundation is not a Debtor.

6. The last four of the Debtors are Oconee Regional Health Services, Inc., Oconee Regional Emergency Medical Services, Inc., Oconee Regional Senior Living, Inc., and ORHV Sandersville Family Practice, LLC, all of which discontinued their operations some time before the Petition Date. These companies have no material assets or liabilities, other than intercompany items or miscellaneous guarantees.

7. A separate non-debtor affiliate, Jasper Health Services, Inc., operates its own 17-bed critical access hospital (Jasper Memorial Hospital) and a 55-bed skilled nursing facility (The Retreat), neither of which operations are debtors in these cases and both of which continue to operate in the ordinary course of their business.

8. Further information about the Debtors and these Chapter 11 cases, a corporate chart showing the structure of the Debtors and non-debtors, and additional facts in support of this Motion can be found in the Declaration of Steven M. Johnson in Support of Chapter 11 Filings and Certain Initial Relief Requested (Doc. No. 2).

9. As of the date hereof, no official committee of unsecured creditors has been appointed in any of these cases, and no request has been made for the appointment of an examiner or trustee.

#### **Jurisdiction, Venue, and Statutory Predicate**

10. This Court has jurisdiction over these cases pursuant to 28 U.S.C. §§ 157 and 1334. Venue of these cases is proper in this District pursuant to 28 U.S.C. §§ 1408 and 1409. This Motion is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A), (D), and (M).

11. The statutory predicates for the relief requested in this Motion are Sections 105, 363, and 364 of the Bankruptcy Code.

#### **Relief Requested**

12. By this Motion, the Debtors seek an order (a) authorizing them to maintain their insurance programs, including all of the policies (the “*Insurance Policies*”) set forth on Exhibit A, and to pay, in their discretion (but only to the extent included in any budget approved by this Court as part of the Debtors’ motion to use cash collateral and incur postpetition financing), prepetition amounts accrued in connection therewith, and (b) authorizing the Debtors to continue to finance the payment of premiums for certain of the Insurance Policies, and grant liens to such financing parties but limited only to the collateral set forth below.

13. The Debtors note that one of the insureds under these Insurance Policies is Jasper Health Services, Inc., a non-debtor affiliate (“*Jasper*”). The preparation for the filing of these

Chapter 11 cases did not allow for the Debtors to modify all of the Insurance Policies to exclude the operations of Jasper; the Debtors reserve the right, in their discretion, to seek to modify any coverage under the Insurance Policies to exclude Jasper; the Debtors likewise reserve the right to seek to recover from Jasper or any other non-debtor third party for, *inter alia*, the current and historic costs of any premiums paid or other charges incurred for the benefit of such third party for any insurance, among other things.

**Basis for Relief**

14. As to maintenance of the Insurance Policies, this Court has the authority to grant the relief requested herein pursuant to Sections 105(a) and 363(b) of the Bankruptcy Code. Section 363(b)(1) provides that “[t]he trustee, after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate.” 11 U.S.C. § 363(b)(1). Moreover, Section 105(a) allows the Court to authorize payments on account of certain prepetition claims when necessary. Section 105(a) 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.” 11 U.S.C. § 105(a). *See also Czyzewski v. Jevic Holding Corp.*, 137 S. Ct. 973, 985 (2017) (expressly recognizing that bankruptcy courts may authorize the payment of prepetition claims, or claims outside of the Bankruptcy Code’s priority structure, if there are Bankruptcy Code-related objectives that are being served). As to the insurance premium financing arrangement, this Court has the authority to approve this Motion pursuant to Section 364(d) of the Bankruptcy Code.

15. It is essential to the continued operation of the Debtors’ business and their efforts in these Chapter 11 cases that the Insurance Policies be maintained on an ongoing and uninterrupted basis. The failure to pay premiums when due may affect the Debtors’ ability to

renew the Insurance Policies. If the Insurance Policies are allowed to lapse, the Debtors could be exposed to substantial liability for damages resulting to persons and property of the Debtors and others. Such exposure could have an extremely negative impact on the Debtors' ongoing business operations and would also place the Debtors' assets at risk. As a healthcare provider, insurance is especially important.

16. Finally, pursuant to guidelines established by the United States Trustee, the Debtors are obligated to remain current with respect to certain of their primary insurance policies.

17. The amounts the Debtors propose to pay in respect of the Insurance Policies are minimal in light of the size of the Debtors' estates and the potential exposure of the Debtors, absent insurance coverage. Therefore, it is critical that the Debtors continue to maintain their Insurance Policies on an uninterrupted basis and be permitted to pay any obligations in the ordinary course of business and consistent with prepetition practices. Relief similar to that requested herein has been granted by courts in other substantial Chapter 11 cases. *See, e.g., In re Cagle's, Inc.*, Case No. 11-80202 (Bankr. N.D. Ga. Oct. 20, 2011) [Doc. No. 28]; *In re AtheroGenics, Inc.*, Case No. 08-78200 (Bankr. N.D. Ga. Oct. 16, 2008) [Doc. No. 55]; *In re Pike Nursery Holding, LLC*, Case No. 07-79129 (Bankr. N.D. Ga. Nov. 16, 2007) [Doc. No. 34]. Given the crucial nature of the Debtors' various insurance coverages, the Debtors submit that the requested relief is appropriate in these Chapter 11 cases.

18. As noted above, certain of the Debtors' Insurance Policies (the "***Financed Policies***") are paid for through an insurance premium financing arrangement. This is a form of secured credit – the Debtors pay for a significant portion of the insurance premiums up front, with the finance company becoming contractually obligated to pay for the balance of the

premium. The Debtors repay those premiums advanced by the finance company, plus interest (at rates of 5-7%, *see Exhibit B*), over a period of months. As collateral for the Debtors' operations, the finance company has a lien solely on the "unearned premium." That is, since the initial payments under the Financial Policies were a somewhat large amount, to the extent the insurance is ever cancelled, there will be an "unearned premium" that would be refunded – in this case to the finance company, which has a lien solely on such unearned premiums (as well as payments in respect of any losses to the extent such payments reduce the unearned premiums, dividends, and the like), can use them to satisfy its secured claims (with the balance, if any, being returned to the Debtors' estates). Copies of the insurance premium financing agreements are attached as *Exhibit C*. This Court has previously approved insurance premium financing agreements such as this, with the same type of limited collateral granted to the finance company. *See, e.g., In re Adventure Parks Group, LLC*, Case No. 06-70659 (Bankr. M.D. Ga. Sept. 12, 2006) (Doc. Nos. 86 and 678).

19. Authorizing the payment of the obligations set forth above should not be deemed to constitute the postpetition assumption of any executory contract pursuant to Section 365 of the Bankruptcy Code. The Debtors are in the process of reviewing these matters and reserves all of their rights under the Bankruptcy Code with respect thereto. Moreover, authorization to pay the insurance obligations set forth above should not affect the Debtors' right to contest the amount or validity of any such charges, in whole or in part.

20. Based on the foregoing, the Debtors submit that the relief requested is necessary and appropriate, is in the best interests of their estates and creditors, and should be granted in all respects.

**Waiver of the Certain Bankruptcy Rules Preventing this Relief or Its Immediate Effect**

21. Bankruptcy Rule 6003 provides that, “[e]xcept to the extent that relief is necessary to avoid immediate and irreparable harm, the court shall not, within 21 days after the filing of the petition, grant relief regarding . . . a motion to use, sell, lease, or otherwise incur an obligation regarding property of the estate . . .” Fed. R. Bankr. P. 6003(b). The Debtors submit that, because the relief requested in this Motion is necessary to avoid immediate and irreparable harm to the Debtors for the reasons set forth herein, Bankruptcy Rule 6003 has been satisfied.

22. In addition, in order to implement the foregoing successfully, the Debtors respectfully request a waiver of the notice requirements under Bankruptcy Rule 6004(a) and the 14-day stay of an order authorizing the use, sale, or lease of property under Bankruptcy Rule 6004(h). Pursuant to Bankruptcy Rule 6004(h), “[a]n order authorizing the use, sale, or lease of property other than cash collateral is stayed until the expiration of 14 days after entry of the order, unless the court orders otherwise.” Fed. R. Bankr. P. 6004(h). As set forth above, the payments proposed herein are essential to prevent potentially irreparable damage to the operations, value, and ability of the Debtors to reorganize. Accordingly, the Debtors submit that ample cause exists to justify a waiver of the 14-day stay imposed by Bankruptcy Rule 6004(h), to the extent it applies.

**No Prior Request**

23. No previous request for the relief sought herein has been made by Debtors to this or any other court.

**Notice**

24. Notice of this Motion has been given to the following parties, or to their counsel:  
(a) the Office of the United States Trustee for the Middle District of Georgia; (b) each of the

Debtors' twenty largest unsecured creditors; (c) counsel to U.S. Bank National Association, as Bond Trustee, (d) the office of the Georgia Attorney General; (e) counsel to Prime Healthcare Foundation, Inc., (f) Navicent Health, Inc., (g) counsel to Jasper Health Services, Inc., and (h) the counterparties to each of the Insurance Companies and the Financed Policies. In light of the nature of the relief requested, the Debtors respectfully submit that no further notice is necessary.

**Conclusion**

WHEREFORE, the Debtors respectfully request that the Court enter an order granting the relief requested herein and granting Debtors such other and further relief as the Court deems just and proper.

Dated: May 10, 2017

**BRYAN CAVE LLP**

*/s/ Leah Fiorenza McNeill*

Mark I. Duedall (Ga. Bar No. 231770)  
Leah Fiorenza-McNeill (Ga. Bar No. 940554)  
One Atlantic Center, Fourteenth Floor  
1201 W. Peachtree Street, NW  
Atlanta, Georgia 30309-3471  
Telephone: (404) 572-6600  
Facsimile: (404) 572-6999  
Email: [Mark.Duedall@bryancave.com](mailto:Mark.Duedall@bryancave.com)  
Email: [Leah.Fiorenza@bryancave.com](mailto:Leah.Fiorenza@bryancave.com)

*Proposed Counsel for the Debtors and  
Debtors-in-Possession*

**EXHIBIT A**

**List of Debtors' Insurance Programs**

Type of Coverage	Insurance Carrier	Policy Number/Description/Coverage Limits/Deductibles	Policy Term	Annualized Premium	Premium Financed
Medical Professional Liability	Georgia Health Care Insurance Company SPC	Policy No. ORHS 160 professional liability coverage; \$250,000 limit per injury with a total limit of \$750,000; no deductible; claims-made policy	10/01/16 to 10/01/17	\$327,766.00	No
Commercial General Liability	Georgia Health Care Insurance Company SPC	Policy No. ORHS 160 commercial general liability coverage; \$250,000 per occurrence, products completed work limit of \$250,000, premises damage limit of \$100,000; general total limit of \$750,000	10/01/16 to 10/01/17	See above	No
Employee Benefit Plan Administration Liability	Georgia Health Care Insurance Company SPC	Policy No. ORHS 160 employee benefit plan administration liability coverage; \$250,000 each wrongful act with an aggregate limit of \$750,000	10/01/16 to 10/01/17	See above	No
Real and Personal Property Damage	Fireman's Fund Insurance Company	Policy No. S 60 DXJ 80972185 for real and personal property coverage with various limits and deductibles depending on type of loss	08/01/16 to 08/01/17	\$98,220.00	Yes
Umbrella Liability	Nautilus Insurance Company	Policy No. CFX_1000045_P-8 for excess healthcare professional liability coverage; \$5m limit for each medical incident with a \$5m aggregate limit; \$250,000 limit with a \$750,000 aggregate limit for claims related to professional liability, general liability, employee benefits liability; auto coverage with a combined single limit of \$1m; excess workers' compensation coverage with \$1m limits for each incident, each employee and each disease	10/01/16 to 10/01/17	\$238,790.00	Yes

Type of Coverage	Insurance Carrier	Policy Number/Description/Coverage Limits/Deductibles	Policy Term	Annualized Premium	Premium Financed
Workers' Compensation	Georgia Hospital Association Workers' Compensation Self-Insurance Fund	Workers' compensation coverage with \$1m limits for each employee and each accident; \$1m policy limit	01/01/17 to 01/01/18	\$251,561.00	No
Medical Professional Liability	MagMutual Insurance Company	Policy No. PSL 1205745 01 01 regarding medical professional liability coverage for Dragos A. Filimon, M.D. with \$1m per loss and \$3m aggregate per loss limits	01/04/17 to 01/04/18	\$3,818.00	No
Commercial Auto	Southern Trust Insurance Company	Policy No. AFV 007116 11 for fleet automobile coverage capped at \$1m per accident or loss	08/01/16 to 08/01/17	\$4,870.00	No
Cyber Breach	Healthcare Risk Partners	Policy No. B0370PH16059680000 for cyber breach insurance with an aggregate limit of \$2m per occurrence	12/10/16 to 12/10/17	\$25,685.00	No
Professional Liability	The Doctors Company	Policy No. 1087119 for professional liability insurance for Dr. James Wilson, Dr. Steven Niergarth, Dr. Catherine Roberts, Dr. Willis Roberts, and Dr. James Extine with \$1m claim and \$3m aggregate limits	07/01/16 to 07/01/17	\$67,976.19	No
Excess Liability Umbrella	Ironshore Insurance Ltd.	Policy No. 000592707 for excess liability coverage with \$10m per claim and \$10m aggregate limits	10/01/16 to 10/01/17	\$88,235.00	Yes
Director and Officer Liability	National Union Fire Insurance Company of Pittsburgh	Policy No. 18883951 for management liability, professional liability, crime coverage and kidnap and ransom coverage with liability limits of \$1m per occurrence and \$10 deductibles for each type of coverage; policy aggregate limit of liability for all coverage is \$6m	10/01/15 to 10/01/17	\$43,303.00	Yes

**EXHIBIT B**

**Summary of Insurance Premium Finance Terms**

(IPFS)  
3000 ROU CENTER DRIVE  
SUITE 100  
MORRISVILLE, NC 27560  
(866)412-6688 - FAX: (919)234-2760

ACCEPTANCE AND OF ASSIGNMENT	
REFER TO THIS ACCOUNT NO. IN ALL CORRESPONDENCE	ACCOUNT NUMBER <b>SCC-302438</b>

Dear Customer,

Thank you for the opportunity to finance your insurance. As agreed, we have paid the balance due on your behalf. If you have not received your premium finance agreement notify us immediately. A payment schedule is shown below. If payment coupons are not enclosed, you will be billed for each installment. Detailed payment instructions are shown below.

- PAYMENT INSTRUCTIONS:**
- All payments must be made payable to IPFS CORPORATION
  - To ensure proper credit to your account, write your account number on your check and return the proper coupon with your payment.
  - Be sure your payment is mailed in time to reach our office by your due date.
  - Mail your payment to the address on the coupon.

MB 01 003680 91808 H 24 A



**INSURED**

OCONEE REGIONAL HEALTH SYSTEM INC.  
821 N COBB ST  
MILLEDGEVILLE, GA 31061-2351

**AGENT**

MCNEARY, INC GA  
1675 TERRELL MILL RD SE  
MARIETTA, GA 30067-8339

DISCLOSURE	
TOTAL PREMIUMS	\$98,220.00
DOWN PAYMENT	\$10,084.79
AMOUNT FINANCED	\$88,135.21
FINANCE CHARGE	\$2,627.90
ASSESSMENTS	\$0.00
TOTAL PAYMENTS	\$90,763.11
NUMBER OF PAYMENTS	9
PAYMENT AMOUNT	\$10,084.79
ANNUAL % RATE	7.100
ACCEPTANCE DATE	08/11/16

SCHEDULE OF PAYMENTS		
PYMT NO.	DUE DATE	AMOUNT
1	09/01/16	\$10,084.79
2	10/01/16	\$10,084.79
3	11/01/16	\$10,084.79
4	12/01/16	\$10,084.79
5	01/01/17	\$10,084.79
6	02/01/17	\$10,084.79
7	03/01/17	\$10,084.79
8	04/01/17	\$10,084.79
9	05/01/17	\$10,084.79

WE HAVE PAID THE BALANCE OF YOUR PREMIUM BELIEVING THE PREMIUM FINANCE AGREEMENT TO BE GENUINE AND IN FULL EFFECT AND THE SIGNATURE THEREON AUTHORIZED BY THE INSURED. IF FOR ANY REASON THIS IS NOT TRUE, NOTIFY US IMMEDIATELY AT THE ADDRESS OR TELEPHONE NUMBER AS SHOWN ABOVE.

**SCHEDULE OF POLICIES**

POLICY PREFIX AND NUMBER	EFFECTIVE DATE	FULL NAME OF INSURER AND GENERAL AGENT OFFICE THAT SUBMITTING PROUDER TO WHOM COPY OF THIS NOTICE WAS SENT	COVERAGE PROP AUTO MAR IM CAS	POLICY TERM IN MONTHS COVERED BY PREM	PREMIUM FINANCED
DXJ80972185	08/01/16	FIREMANS FUND INSURANCE CO	PRPRTY	12	\$98,220.00

Make online payments or view account information at [www.ipfs.com](http://www.ipfs.com).  
Please use access code S66JD4V6 to register (first time users).

**IPFS CORPORATION**

(IPFS)  
 3000 RDU CENTER DRIVE  
 SUITE 100  
 MORRISVILLE, NC 27560  
 (866)412-6698 • FAX: (919)234-2760

NOTICE OF ACCEPTANCE AND OF ASSIGNMENT	
REFER TO THIS ACCOUNT NO. IN ALL CORRESPONDENCE	ACCOUNT NUMBER <b>SCC-305367</b>

Dear Customer,

Thank you for the opportunity to finance your insurance. As agreed, we have paid the balance due on your behalf. If you have not received your premium finance agreement notify us immediately. A payment schedule is shown below. If payment coupons are not enclosed, you will be billed for each installment. Detailed payment instructions are shown below.

**PAYMENT INSTRUCTIONS:**

1. All payments must be made payable to IPFS CORPORATION
2. To ensure proper credit to your account, write your account number on your check and return the proper coupon with your payment.
3. Be sure your payment is mailed in time to reach our office by your due date.
4. Mail your payment to the address on the coupon.

MB 01 004261 42239 H 28 A



**INSURED**

OCONEE REGIONAL HEALTH SYSTEM INC.  
 821 N COBB ST  
 MILLEDGEVILLE, GA 31061-2351

**AGENT**

ARTHUR J GALLAGHER RISK MGMT SVCS  
 1675 TERRELL MILL RD SE  
 MARIETTA, GA 30067-8339

DISCLOSURE	
TOTAL PREMIUMS	\$385,141.12
DOWN PAYMENT	\$77,316.23
AMOUNT FINANCED	\$307,824.89
FINANCE CHARGE	\$7,421.98
ASSESSMENTS	\$0.00
TOTAL PAYMENTS	\$315,246.87
NUMBER OF PAYMENTS	9
PAYMENT AMOUNT	\$35,027.43
ANNUAL % RATE	5.750
ACCEPTANCE DATE	11/08/16

SCHEDULE OF PAYMENTS		
PYMT NO.	DUE DATE	AMOUNT
1	11/01/16	\$35,027.43
2	12/01/16	\$35,027.43
3	01/01/17	\$35,027.43
4	02/01/17	\$35,027.43
5	03/01/17	\$35,027.43
6	04/01/17	\$35,027.43
7	05/01/17	\$35,027.43
8	06/01/17	\$35,027.43
9	07/01/17	\$35,027.43

WE HAVE PAID THE BALANCE OF YOUR PREMIUM BELIEVING THE PREMIUM FINANCE AGREEMENT TO BE GENUINE AND IN FULL EFFECT AND THE SIGNATURE THEREON AUTHORIZED BY THE INSURED. IF FOR ANY REASON THIS IS NOT TRUE, NOTIFY US IMMEDIATELY AT THE ADDRESS OR TELEPHONE NUMBER AS SHOWN ABOVE.

**SCHEDULE OF POLICIES**

POLICY PREFIX AND NUMBER	EFFECTIVE DATE	FULL NAME OF INSURER AND GENERAL AGENT OTHER THAN SUBMITTING PRODUCER TO WHOM COPY OF THIS NOTICE WAS SENT	COVERAGE	POLICY TERM IN MONTHS COVERED BY PREM	PREMIUM FINANCED
			FIRE, AUTO, MAR, LMC, CAS		
CFX_1000045_P-8	10/01/16	NAUTILUS INSURANCE CO RISK PLACEMENT SERVICES, INC	UMBRLA	12	\$238,790.00
			TAXES		\$9,551.60

Continued on Schedule A

Make online payments or view account information at [www.ipfs.com](http://www.ipfs.com).  
 Please use access code S66JD4V6 to register (first time users).

**IPFS CORPORATION**  
(IPFS)  
**SCHEDULE A**

NOTICE OF ACCEPTANCE AND ASSIGNMENT	
REFER TO THIS ACCOUNT NO. IN ALL CORRESPONDENCE	ACCOUNT NUMBER <b>SCC-305367</b>

<b>INSURED</b> OCONEE REGIONAL HEALTH SYSTEM INC. 821 N COBB ST MILLEDGEVILLE, GA 31061-2351	<b>AGENT</b> ARTHUR J GALLAGHER RISK MGMT SVCS 1675 TERRELL MILL RD SE MARIETTA, GA 30067-8399
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**SCHEDULE OF POLICIES**

POLICY PREFIX AND NUMBER	EFFECTIVE DATE	FULL NAME OF INSURER AND GENERAL AGENT OTHER THAN SUBMITTING PRODUCER TO WHOM COPY OF THIS NOTICE WAS SENT	COVERAGE FIRE, AUTO, MAR, UM, GAS	POLICY TERM MONTHS COVERED BY PREMIUM	PREMIUM FINANCED
000592707	10/01/16	IRONSHORE INSURANCE LTD	EXC UMB TAXES	12	\$88,235.00 \$3,529.40
18883951	10/01/16	NATIONAL UNION FIRE INS CO OF PITTS	D&O TAXES	12	\$43,303.00 \$1,732.12

**EXHIBIT C**

**Insurance Premium Finance Agreements**

1122 LADY ST. # 940

PREMIUM FINANCE AGREEMENT

IPFS CORPORATION

COLUMBIA, SC 29201  
 (800)217-7927 FAX: (803)771-8710  
 CUSTOMER SERVICE: (866)412-6698

<b>A</b>	<b>CASH PRICE (TOTAL PREMIUMS)</b>	<b>\$98,220.00</b>
<b>B</b>	<b>CASH DOWN PAYMENT</b>	<b>\$10,084.79</b>
<b>C</b>	<b>PRINCIPAL BALANCE (A MINUS B)</b>	<b>\$88,135.21</b>

<b>AGENT</b> (Name & Place of business) MCNEARY, INC GA  1675 TERRELL MILL RD SE  MARIETTA, GA 30067-8339 (770)818-1500 FAX: (770)850-0988	<b>INSURED</b> (Name & Residence or business) OCONEE REGIONAL HEALTH SYSTEM INC.  821 N Cobb St  MILLEDGEVILLE, GA 31061-2351 (478)454-3550 esovereign@ormcinc.org
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Commercial

Account #: \_\_\_\_\_

LOAN DISCLOSURE

Quote Number: 5252170

<b>ANNUAL PERCENTAGE RATE</b> The cost of your credit as a yearly rate.  7.100%	<b>FINANCE CHARGE</b> The dollar amount the credit will cost you.  \$2,627.90	<b>AMOUNT FINANCED</b> The amount of credit provided to you or on your behalf.  \$88,135.21	<b>TOTAL OF PAYMENTS</b> The amount you will have paid after you have made all payments as scheduled  \$90,763.11
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YOUR PAYMENT SCHEDULE WILL BE

<b>Number Of Payments</b>  9	<b>Amount Of Payments</b>  \$10,084.79	<b>When Payments Are Due</b>  Beginning: MONTHLY 09/01/2016
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ITEMIZATION OF THE AMOUNT FINANCED: THE AMOUNT FINANCED IS FOR APPLICATION TO THE PREMIUMS SET FORTH IN THE SCHEDULE OF POLICIES UNLESS OTHERWISE NOTED.

**Security:** Refer to paragraph 1 below for a description of the collateral assigned to Lender to secure this loan.

**Late Charges:** A late charge will be imposed on any installment in default 5 days or more. This late charge will be 5.00% of the installment due.

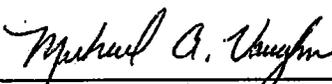
**Prepayment:** If you pay your account off early, you may be entitled to a refund of a portion of the finance charge in accordance with Rule of 78's or as otherwise allowed by law. The finance charge includes a predetermined interest rate plus a non-refundable service/origination fee of \$20.00. See the terms below and on the next page for additional information about nonpayment, default and penalties.

POLICY PREFIX AND NUMBER	EFFECTIVE DATE OF POLICY	SCHEDULE OF POLICIES INSURANCE COMPANY AND GENERAL AGENT	COVERAGE	MINIMUM EARNED PERCENT	POL. TERM	PREMIUM
DXJ80972185	08/01/2016	FIREMANS FUND INSURANCE CO	PROPERTY	0.000%	12	98,220.00
Broker Fee:						\$0.00
TOTAL:						\$98,220.00

The undersigned Insured directs IPFS Corporation (herein, "Lender") to pay the premiums on the policies described on the Schedule of Policies. In consideration of such premium payments, subject to the provisions set forth herein, the Insured agrees to pay Lender at the branch office address shown above, or as otherwise directed by Lender, the amount stated as Total of Payments in accordance with the Payment Schedule, in each case as shown in the above Loan Disclosure. The named Insured(s), on a joint and several basis if more than one, hereby agree to the following provisions set forth on pages 1 and 2 of this Agreement: **1. SECURITY:** To secure payment of all amounts due under this Agreement, Insured assigns Lender a security interest in all right, title and interest to the scheduled policies, including (but only to the extent permitted by applicable law): (a) all money that is or may be due insured because of a loss under any such policy that reduces the unearned premiums (subject to the interest of any applicable mortgagee or loss payee), (b) any unearned premium under each such policy, (c) dividends which may become due insured in connection with any such policy and (d) interests arising under a state guarantee fund. **2. POWER OF ATTORNEY:** Insured irrevocably appoints its Lender attorney-in-fact with full power of substitution and full authority upon default to cancel all policies above identified, receive all sums assigned to its Lender or in which it has granted Lender a security interest and to execute and deliver on behalf of the insured documents, instruments, forms and notices relating to the listed insurance policies in furtherance of this Agreement.

**NOTICE:** A. Do not sign this agreement before you read it or if it contains any blank space. B. You are entitled to a completely filled in copy of this agreement. C. Under the law, you have the right to pay in advance the full amount due and under certain conditions to obtain a partial refund of the finance charge. D. Keep your copy of this agreement to protect your legal rights.

The undersigned hereby warrants and agrees to Agent's Representations set forth herein.

  
 Signature of Insured or Authorized Agent  
 (11/13) Copyright 2013 IPFS Corporation

8/3/16  
 DATE

Signature of Agent

DATE  
 8/1/2016 Web - GACFEE

Insured and Lender further agree that: **3. POLICY EFFECTIVE DATES:** The finance charge begins to accrue as of the earliest policy effective date.

**4. AGREEMENT EFFECTIVE DATE:** This Agreement shall be effective when written acceptance is mailed to the Insured by Lender. **5. DEFAULT AND DELINQUENT PAYMENTS:** If any of the following happens Insured will be in default: (a) a payment is not made when it is due, (b) a proceeding in bankruptcy, receivership, insolvency or similar proceeding is instituted by or against Insured, or (c) Insured fails to keep any promise the Insured makes in this Agreement; provided, however, that, to the extent required by applicable law, Insured may be held to be in default only upon the occurrence of an event described in clause (a) above. The acceptance by Lender of one or more late payments from the Insured shall not estop Lender or be a waiver of the rights of Lender to exercise all of its rights hereunder or under applicable law in the event of any subsequent late payment. **6. CANCELLATION:** Lender may cancel the scheduled policies after providing at least 10 days notice of its intent to cancel or any other required statutory notice if the insured does not pay any installment according to the terms of this Agreement or transfers any of the scheduled policies to a third party and the unpaid balance due to Lender shall be immediately due and payable by the Insured. Lender at its option may enforce payment of this debt without recourse to the security given to Lender. **7. CANCELLATION CHARGES:** If Lender cancels any insurance policy in accordance with the terms of this Agreement and applicable law, then the insured shall pay Lender a cancellation charge equal to \$15.00 or the maximum amount permitted by law. If cancellation occurs, the insured agrees to pay a finance charge on the outstanding indebtedness at the maximum rate authorized by applicable state law in effect on the date of cancellation until the outstanding indebtedness is paid in full or until such other date as required by law. (Not applicable in KY, NV, and VT) **8. INSUFFICIENT FUNDS (NSF) CHARGES:** If Insured's check or electronic funding is dishonored for any reason, the Insured will pay to Lender a fee of \$20.00 or the maximum amount permitted by law. (Not applicable in AL and KY). **9. MONEY RECEIVED AFTER CANCELLATION:** Any payments made to Lender after Lender's Notice of Cancellation of the insurance policy(ies) has been mailed may be credited to the Insured's account without any obligation on the part of Lender to request reinstatement of any policy. Any money Lender receives from an insurance company shall be credited to the balance due Lender with any surplus refunded to whomever is entitled to the money. In the event that Lender does request a reinstatement of the policy(ies) on behalf of the insured, such a request does not guarantee that coverage under the policy(ies) will be reinstated or continued. Only the insurance company has authority to reinstate the policy(ies). The insured agrees that Lender has no liability to the insured if the policy(ies) is not reinstated and Lender may charge a reinstatement fee where permitted up to the maximum amount allowed by law. **10. ASSIGNMENT:** The insured agrees not to assign this Agreement or any policy listed hereon or any interest therein (except for the interest of mortgagees or loss payees), without the written consent of Lender, and that Lender may sell, transfer and assign its rights hereunder or under any policy without the consent of the insured, and that all agreements made by the insured hereunder and all rights and benefits conferred upon Lender shall inure to the benefit of Lender's successors and assigns (and any assignees thereof). **11. INSURANCE AGENT OR BROKER:** The insured agrees that the insurance agent or broker soliciting the policies or through whom the policies were issued is not the agent of Lender; and the agent or broker named on the front of this Agreement is neither authorized by Lender to receive installment payments under this Agreement nor to make representations, orally or in writing, to the insured on Lender's behalf (except to the extent expressly required by applicable law). As and where permissible by law, Lender may compensate your agent/broker for assisting in arranging the financing of your insurance premiums. If you have any questions about this compensation you should contact your agent/broker. **12. FINANCING NOT A CONDITION:** The law does not require a person to enter into a premium finance agreement as a condition of the purchase of insurance. **13. COLLECTION COSTS:** Insured agrees to pay attorney fees and other collection costs to Lender to the extent permitted by law if this Agreement is referred to an attorney or collection agency who is not a salaried employee of Lender, to collect any money insured owes under this Agreement. (Not applicable in KY) **14. LIMITATION OF LIABILITY:** The insured agrees that Lender's liability to the insured, any other person or entity for breach of any of the terms of this Agreement for the wrongful or improper exercise of any of its powers under this Agreement shall be limited to the amount of the principal balance outstanding, except in the event of Lender's gross negligence or willful misconduct (not applicable in KY). Insured recognizes and agrees that Lender is a lender only and not an insurance company and that in no event does Lender assume any liability as an insurer hereunder or otherwise. **15. CLASSIFICATION AND FORMATION OF AGREEMENT:** This Agreement is and will be a general intangible and not an instrument (as those terms are used in the Uniform Commercial Code) for all purposes. Any electronic signature or electronic record may be used in the formation of this Agreement, and the signatures of the insured and agent and the record of this Agreement may be in electronic form (as those terms are used in the Uniform Electronic Transactions Act). A photocopy, a facsimile or other paper or electronic record of this Agreement shall have the same legal effect as a manually signed copy. **16. REPRESENTATIONS AND WARRANTIES:** The insured represents that (a) the insured is not insolvent or presently the subject of any insolvency proceeding (or if the insured is a debtor of bankruptcy, the bankruptcy court has authorized this transaction), (b) if the insured is not an individual, that the signatory is authorized to sign this Agreement on behalf of the insured, (c) all parties responsible for payment of the premium are named and have signed this Agreement, and (d) there is no term or provision in any of the scheduled policies that would require Lender to notify or get the consent of any third party to effect cancellation of any such policy. **17. PRIVACY:** Our privacy policy may be found at <https://www.ipfs.com/Privacy.aspx>. **18. ENTIRE DOCUMENT / GOVERNING LAW:** This document is the entire Agreement between Lender and the insured and can only be changed in writing and signed by both parties except that the insured authorizes Lender to insert or correct on this Agreement, if omitted or incorrect, the insurer's name and the policy number(s). Lender is also authorized to correct patent errors and omissions in this Agreement. In the event that any provision of this Agreement is found to be illegal or unenforceable, it shall be deemed severed from the remaining provisions, which shall remain in full force and effect. The laws of the State of Georgia will govern this Agreement. **19. AUTHORIZATION:** The insurance company(ies) and their agents, any intermediaries and the agent / broker named in this Agreement and their successors and assigns are hereby authorized and directed by insured to provide Lender with full and complete information regarding all financed insurance policy(ies), including without limitation the status and calculation of unearned premiums, and Lender is authorized and directed to provide such parties with full and complete information and documentation regarding the financing of such insurance policy(ies), including a copy of this Agreement and any related notices. **20. WAIVER OF SOVEREIGN IMMUNITY:** The insured expressly waives any sovereign immunity available to the insured, and agrees to be subject to the laws as set forth in this Agreement (and the jurisdiction of federal and/or state courts) for all matters relating to the collection and enforcement of amounts owed under this Agreement and the security interest in the scheduled policies granted hereby.

#### AGENT/BROKER REPRESENTATIONS

The agent/broker executing this agreement represents, warrants and agrees: (1) installment payments totaling \$0.00 and the down payment indicated in Box "B" on Page 1 has been received from the insured in immediately available funds, (2) the insured has received a copy of this Agreement; if the agent/broker has signed this Agreement on the insured's behalf, the insured has expressly authorized the agent/broker to sign this Agreement on its behalf or, if the insured has signed, to the best of the undersigned's knowledge and belief such signature is genuine, (3) the policies are in full force and effect and the information in the Schedule of Policies including the premium amounts is correct, (4) no direct company bill, audit, or reporting form policies or policies subject to retrospective rating or to minimum earned premium are included, except as indicated, and the deposit of provisional premiums is not less than anticipated premiums to be earned for the full term of the policies, (5) the policies can be cancelled by the insured or Lender (or its successors and assigns) on 10 days notice and the unearned premiums will be computed on the standard short rate or pro rata table except as indicated, (6) there are no bankruptcy, receivership, or insolvency proceedings affecting the insured, (7) to hold Lender, its successors and assigns harmless against any loss or expense (including attorney fees) resulting from these representations or from errors, omissions or inaccuracies of agent/broker in preparing this Agreement, (8) to pay the down payment and any funding amounts received from Lender under this Agreement to the insurance company or general agent (less any commissions where applicable), (9) to hold in trust for Lender or its assigns any payments made or credited to the insured through or to agent/broker directly or indirectly, actually or constructively by the insurance companies and to pay the monies, as well as the unearned commissions to Lender or its assigns upon demand to satisfy the outstanding indebtedness of the insured, (10) all material information concerning the insured and the financed policies necessary for Lender to cancel such policies and receive the unearned premium has been disclosed to Lender, (11) no term or provision of any financed policy requires Lender to notify or get the consent of any third party to effect cancellation of such policy, and (12) to promptly notify Lender in writing if any information on this Agreement becomes inaccurate.

THIS CHECK HAS VARIOUS SECURITY FEATURES INCLUDING COLORED BACKGROUND, INVISIBLE FLUORESCENT FIBERS & CHEMICAL REACTANTS



821 N. COBB STREET  
MILLEDGEVILLE, GEORGIA 31061

CENTURY BANK & TRUST

64-177  
811

CHECK NO: 0098755  
VENDOR NO: V004277

DATE  
10/28/16

**\*\*\$112343.66**  
VOID AFTER 60 DAYS

ONE HUNDRED TWELVE THOUSAND THREE HUNDRED FORTY-THREE 66/100

**PAY TO  
THE  
ORDER  
OF**

ARTHUR J. GALLAGHER & CO  
6525 MORRISON BLVD  
SUITE 200  
CHARLOTTE, NC 28211

*David R. Donnelly*  
*Tamara E. Shew*

⑈0098755⑈ ⑆061101773⑆ 0133934⑈

**OCONEE REGIONAL MEDICAL CENTER**  
821 N. Cobb Street • Milledgeville, Georgia, 31061

CHECK DATE: 10/28/16  
CHECK NO: 0098755

INVOICE NO.	DATE	DESCRIPTION	GROSS AMOUNT	DISCOUNT	NET PAY
10/16	10/28/16		112343.66	0.00	112343.66
<b>TOTALS &gt;</b>			112343.66	0.00	112343.66

VENDOR NO. V004277

1122 LADY ST. # 940

**PREMIUM FINANCE AGREEMENT**

**IPFS CORPORATION**

COLUMBIA, SC 29201  
 (800)217-7927 FAX: (803)771-8710  
 CUSTOMER SERVICE: (866)412-6698

<b>A</b>	<b>CASH PRICE (TOTAL PREMIUMS)</b>	<b>\$385,141.12</b>	<b>AGENT</b> (Name & Place of business) ARTHUR J GALLAGHER RISK MGMT SVCS  1675 TERRELL MILL RD SE MARIETTA, GA 30087-8339 (770)818-1500 FAX: (770)850-0988	<b>INSURED</b> (Name & Residence or business) OCONEE REGIONAL HEALTH SYSTEM INC.  821 N COBB ST MILLEDGEVILLE, GA 31061-2351 (478)454-3550 esovereign@ormcinc.org
<b>B</b>	<b>CASH DOWN PAYMENT</b>	<b>\$77,316.23</b>		
<b>C</b>	<b>PRINCIPAL BALANCE (A MINUS B)</b>	<b>\$307,824.89</b>		

Commercial

Account #: \_\_\_\_\_

**LOAN DISCLOSURE**

Quote Number: 5495837

Additional Policies Scheduled on Page 3

<b>ANNUAL PERCENTAGE RATE</b> The cost of your credit as a yearly rate.	<b>FINANCE CHARGE</b> The dollar amount the credit will cost you.	<b>AMOUNT FINANCED</b> The amount of credit provided to you or on your behalf.	<b>TOTAL OF PAYMENTS</b> The amount you will have paid after you have made all payments as scheduled
5.750%	\$7,421.98	\$307,824.89	\$315,246.87

**YOUR PAYMENT SCHEDULE WILL BE**

<b>Number Of Payments</b>	<b>Amount Of Payments</b>	<b>When Payments Are Due</b>
9	\$35,027.43	Beginning: MONTHLY 11/01/2016

ITEMIZATION OF THE AMOUNT FINANCED: THE AMOUNT FINANCED IS FOR APPLICATION TO THE PREMIUMS SET FORTH IN THE SCHEDULE OF POLICIES UNLESS OTHERWISE NOTED.

**Security:** Refer to paragraph 1 below for a description of the collateral assigned to Lender to secure this loan.

**Late Charges:** A late charge will be imposed on any installment in default 5 days or more. This late charge will be 5.00% of the installment due.

**Prepayment:** If you pay your account off early, you may be entitled to a refund of a portion of the finance charge in accordance with Rule of 78's or as otherwise allowed by law. The finance charge includes a predetermined interest rate plus a non-refundable service/origination fee of \$20.00. See the terms below and on the next page for additional information about nonpayment, default and penalties.

POLICY PREFIX AND NUMBER	EFFECTIVE DATE OF POLICY	SCHEDULE OF POLICIES INSURANCE COMPANY AND GENERAL AGENT	COVERAGE	MINIMUM EARNED PERCENT	POL TERM	PREMIUM
CFX_1000045_P-8	10/01/2016	NAUTILUS INSURANCE CO RISK PLACEMENT SERVICES, INC	UMBRELLA	26.01%	12	238,790.00 Tax: 9,551.60
Broker Fee:						\$0.00
<b>TOTAL:</b>						<b>\$385,141.12</b>

The undersigned Insured directs IPFS Corporation (herein, "Lender") to pay the premiums on the policies described on the Schedule of Policies. In consideration of such premium payments, subject to the provisions set forth herein, the Insured agrees to pay Lender at the branch office address shown above, or as otherwise directed by Lender, the amount stated as Total of Payments in accordance with the Payment Schedule, in each case as shown in the above Loan Disclosure. The named Insured(s), on a joint and several basis if more than one, hereby agree to the following provisions set forth on pages 1 and 2 of this Agreement: **1. SECURITY:** To secure payment of all amounts due under this Agreement, Insured assigns Lender a security interest in all right, title and interest to the scheduled policies, including (but only to the extent permitted by applicable law): (a) all money that is or may be due insured because of a loss under any such policy that reduces the unearned premiums (subject to the interest of any applicable mortgagee or loss payee), (b) any unearned premium under each such policy, (c) dividends which may become due insured in connection with any such policy and (d) interests arising under a state guarantee fund. **2. POWER OF ATTORNEY:** Insured irrevocably appoints its Lender attorney-in-fact with full power of substitution and full authority upon default to cancel all policies above identified, receive all sums assigned to its Lender or in which it has granted Lender a security interest and to execute and deliver on behalf of the insured documents, instruments, forms and notices relating to the listed insurance policies in furtherance of this Agreement.

**NOTICE:** A. Do not sign this agreement before you read it or if it contains any blank space. B. You are entitled to a completely filled in copy of this agreement. C. Under the law, you have the right to pay in advance the full amount due and under certain conditions to obtain a partial refund of the finance charge. D. Keep your copy of this agreement to protect your legal rights.

The undersigned hereby warrants and agrees to Agent's Representations set forth herein.

*Michael A. Hughes*  
 Signature of Insured or Authorized Agent  
 (11/13) Copyright 2013 IPFS Corporation

11/1/16  
 DATE

*Jannette Miller*  
 Signature of Agent

11/2/2016  
 DATE  
 10/27/2016 Web - GACFEE

Insured and Lender further agree that: **3. POLICY EFFECTIVE DATES:** The finance charge begins to accrue as of the earliest policy effective date.

**4. AGREEMENT EFFECTIVE DATE:** This Agreement shall be effective when written acceptance is mailed to the Insured by Lender. **5. DEFAULT AND DELINQUENT PAYMENTS:** If any of the following happens Insured will be in default: (a) a payment is not made when it is due, (b) a proceeding in bankruptcy, receivership, insolvency or similar proceeding is instituted by or against insured, or (c) insured fails to keep any promise the Insured makes in this Agreement; provided, however, that, to the extent required by applicable law, insured may be held to be in default only upon the occurrence of an event described in clause (a) above. The acceptance by Lender of one or more late payments from the insured shall not estop Lender or be a waiver of the rights of Lender to exercise all of its rights hereunder or under applicable law in the event of any subsequent late payment. **6. CANCELLATION:** Lender may cancel the scheduled policies after providing at least 10 days notice of its intent to cancel or any other required statutory notice if the Insured does not pay any installment according to the terms of this Agreement or transfers any of the scheduled policies to a third party and the unpaid balance due to Lender shall be immediately due and payable by the Insured. Lender at its option may enforce payment of this debt without recourse to the security given to Lender. **7. CANCELLATION CHARGES:** If Lender cancels any insurance policy in accordance with the terms of this Agreement and applicable law, then the Insured shall pay Lender a cancellation charge equal to \$15.00 or the maximum amount permitted by law. If cancellation occurs, the insured agrees to pay a finance charge on the outstanding indebtedness at the maximum rate authorized by applicable state law in effect on the date of cancellation until the outstanding indebtedness is paid in full or until such other date as required by law. (Not applicable in KY, NV, and VT) **8. INSUFFICIENT FUNDS (NSF) CHARGES:** If Insured's check or electronic funding is dishonored for any reason, the insured will pay to Lender a fee of \$20.00 or the maximum amount permitted by law. (Not applicable in AL and KY). **9. MONEY RECEIVED AFTER CANCELLATION:** Any payments made to Lender after Lender's Notice of Cancellation of the insurance policy(ies) has been mailed may be credited to the insured's account without any obligation on the part of Lender to request reinstatement of any policy. Any money Lender receives from an insurance company shall be credited to the balance due Lender with any surplus refunded to whomever is entitled to the money. 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ASSIGNMENT:** The Insured agrees not to assign this Agreement or any policy listed hereon or any interest therein (except for the interest of mortgagees or loss payees), without the written consent of Lender, and that Lender may sell, transfer and assign its rights hereunder or under any policy without the consent of the Insured, and that all agreements made by the Insured hereunder and all rights and benefits conferred upon Lender shall inure to the benefit of Lender's successors and assigns (and any assignees thereof). **11. INSURANCE AGENT OR BROKER:** The insured agrees that the insurance agent or broker soliciting the policies or through whom the policies were issued is not the agent of Lender; and the agent or broker named on the front of this Agreement is neither authorized by Lender to receive installment payments under this Agreement nor to make representations, orally or in writing, to the Insured on Lender's behalf (except to the extent expressly required by applicable law). As and where permissible by law, Lender may compensate your agent/broker for assisting in arranging the financing of your insurance premiums. If you have any questions about this compensation you should contact your agent/broker. **12. FINANCING NOT A CONDITION:** The law does not require a person to enter into a premium finance agreement as a condition of the purchase of insurance. **13. 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CLASSIFICATION AND FORMATION OF AGREEMENT:** This Agreement is and will be a general intangible and not an instrument (as those terms are used in the Uniform Commercial Code) for all purposes. Any electronic signature or electronic record may be used in the formation of this Agreement, and the signatures of the Insured and agent and the record of this Agreement may be in electronic form (as those terms are used in the Uniform Electronic Transactions Act). A photocopy, a facsimile or other paper or electronic record of this Agreement shall have the same legal effect as a manually signed copy. **16. REPRESENTATIONS AND WARRANTIES:** The Insured represents that (a) the Insured is not insolvent or presently the subject of any insolvency proceeding (or if the Insured is a debtor of bankruptcy, the bankruptcy court has authorized this transaction), (b) if the Insured is not an individual, that the signatory is authorized to sign this Agreement on behalf of the Insured, (c) all parties responsible for payment of the premium are named and have signed this Agreement, and (d) there is no term or provision in any of the scheduled policies that would require Lender to notify or get the consent of any third party to effect cancellation of any such policy. **17. PRIVACY:** Our privacy policy may be found at <https://www.ipfs.com/Privacy.aspx>. **18. ENTIRE DOCUMENT / GOVERNING LAW:** This document is the entire Agreement between Lender and the Insured and can only be changed in writing and signed by both parties except that the Insured authorizes Lender to insert or correct on this Agreement, if omitted or incorrect, the insurer's name and the policy number(s). Lender is also authorized to correct patent errors and omissions in this Agreement. In the event that any provision of this Agreement is found to be illegal or unenforceable, it shall be deemed severed from the remaining provisions, which shall remain in full force and effect. The laws of the State of Georgia will govern this Agreement. **19. AUTHORIZATION:** The insurance company(ies) and their agents, any intermediaries and the agent / broker named in this Agreement and their successors and assigns are hereby authorized and directed by insured to provide Lender with full and complete information regarding all financed insurance policy(ies), including without limitation the status and calculation of unearned premiums, and Lender is authorized and directed to provide such parties with full and complete information and documentation regarding the financing of such insurance policy(ies), including a copy of this Agreement and any related notices. **20. WAIVER OF SOVEREIGN IMMUNITY:** The Insured expressly waives any sovereign immunity available to the Insured, and agrees to be subject to the laws as set forth in this Agreement (and the jurisdiction of federal and/or state courts) for all matters relating to the collection and enforcement of amounts owed under this Agreement and the security interest in the scheduled policies granted hereby.

#### AGENT/BROKER REPRESENTATIONS

The agent/broker executing this agreement represents, warrants and agrees: (1) installment payments totaling \$0.00 and the down payment indicated in Box "B" on Page 1 has been received from the insured in immediately available funds, (2) the Insured has received a copy of this Agreement; if the agent/broker has signed this Agreement on the Insured's behalf, the Insured has expressly authorized the agent/broker to sign this Agreement on its behalf or, if the Insured has signed, to the best of the undersigned's knowledge and belief such signature is genuine, (3) the policies are in full force and effect and the information in the Schedule of Policies including the premium amounts is correct, (4) no direct company bill, audit, or reporting form policies or policies subject to retrospective rating or to minimum earned premium are included, except as indicated, and the deposit of provisional premiums is not less than anticipated premiums to be earned for the full term of the policies, (5) the policies can be cancelled by the Insured or Lender (or its successors and assigns) on 10 days notice and the unearned premiums will be computed on the standard short rate or pro rata table except as indicated, (6) there are no bankruptcy, receivership, or insolvency proceedings affecting the Insured, (7) to hold Lender, its successors and assigns harmless against any loss or expense (including attorney fees) resulting from these representations or from errors, omissions or inaccuracies of agent/broker in preparing this Agreement, (8) to pay the down payment and any funding amounts received from Lender under this Agreement to the insurance company or general agent (less any commissions where applicable), (9) to hold in trust for Lender or its assigns any payments made or credited to the Insured through or to agent/broker directly or indirectly, actually or constructively by the insurance companies and to pay the monies, as well as the unearned commissions to Lender or its assigns upon demand to satisfy the outstanding indebtedness of the Insured, (10) all material information concerning the Insured and the financed policies necessary for Lender to cancel such policies and receive the unearned premium has been disclosed to Lender, (11) no term or provision of any financed policy requires Lender to notify or get the consent of any third party to effect cancellation of such policy, and (12) to promptly notify Lender in writing if any information on this Agreement becomes inaccurate.

<b>AGENT</b> (Name & Place of business) ARTHUR J GALLAGHER RISK MGMT SVCS  1675 TERRELL MILL RD SE  MARIETTA, GA 30067-8339 (770)818-1500 FAX: (770)850-0988	<b>INSURED</b> (Name & Residence or business) OCONEE REGIONAL HEALTH SYSTEM INC.  821 N COBB ST  MILLEDGEVILLE, GA 31061-2351 (478)454-3550 esovereign@ormcinc.org
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Account #: _____	<b>SCHEDULE OF POLICIES</b> (continued)	Quote Number: 5495837																					
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">POLICY NUMBER</th> <th style="width: 15%;">EFFECTIVE DATE</th> <th style="width: 35%;">INSURANCE COMPANY</th> <th style="width: 15%;">COVERAGE</th> <th style="width: 10%;">RATE</th> <th style="width: 10%;">TERM</th> <th style="width: 10%;">AMOUNT</th> </tr> </thead> <tbody> <tr> <td>000592707</td> <td>10/01/2016</td> <td>IRONSHORE INSURANCE LTD</td> <td>EXCESS UMBRELLA</td> <td>26.00%</td> <td>12</td> <td>88,235.00 Tax: 3,529.40</td> </tr> <tr> <td>18883951</td> <td>10/01/2016</td> <td>NATIONAL UNION FIRE INS CO OF PITTS</td> <td>DIRECTORS &amp; OFFICERS</td> <td>0.000%</td> <td>12</td> <td>43,303.00 Tax: 1,732.12</td> </tr> </tbody> </table>			POLICY NUMBER	EFFECTIVE DATE	INSURANCE COMPANY	COVERAGE	RATE	TERM	AMOUNT	000592707	10/01/2016	IRONSHORE INSURANCE LTD	EXCESS UMBRELLA	26.00%	12	88,235.00 Tax: 3,529.40	18883951	10/01/2016	NATIONAL UNION FIRE INS CO OF PITTS	DIRECTORS & OFFICERS	0.000%	12	43,303.00 Tax: 1,732.12
POLICY NUMBER	EFFECTIVE DATE	INSURANCE COMPANY	COVERAGE	RATE	TERM	AMOUNT																	
000592707	10/01/2016	IRONSHORE INSURANCE LTD	EXCESS UMBRELLA	26.00%	12	88,235.00 Tax: 3,529.40																	
18883951	10/01/2016	NATIONAL UNION FIRE INS CO OF PITTS	DIRECTORS & OFFICERS	0.000%	12	43,303.00 Tax: 1,732.12																	
Broker Fee:						\$0.00																	
<b>TOTAL:</b>						<b>\$385,141.12</b>																	

**EXHIBIT D**  
**Proposed Order**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE MIDDLE DISTRICT OF GEORGIA  
MACON DIVISION**

In re:	)	
	)	Chapter 11
OCONEE REGIONAL HEALTH	)	
SYSTEMS, INC., <i>et al.</i> , <sup>1</sup>	)	Case No. 17-51001
	)	
Debtors.	)	(Jointly Administered)
_____		)

**ORDER GRANTING DEBTORS' MOTION (A) FOR  
AUTHORITY TO CONTINUE PRE-EXISTING INSURANCE PROGRAMS, AND  
PAY PREPETITION PREMIUMS AND RELATED OBLIGATIONS, AND (B) ON AN  
INTERIM BASIS, TO CONTINUE CERTAIN INSURANCE PREMIUM**

<sup>1</sup> The last four digits of the employer identification number for each of the Debtors follow in parenthesis: (i) Oconee Regional Health Systems, Inc. (9394), (ii) Oconee Regional Medical Center, Inc. (9398), (iii) Oconee Regional Health Services, Inc. (9397), (iv) Oconee Regional Emergency Medical Services, Inc. (3857), (v) Oconee Regional Health Ventures, Inc. (sometimes d/b/a Oconee Neurology Services) (8516), (vi) Oconee Internal Medicine, LLC (1712), (vii) Oconee Orthopedics, LLC (3694), (viii) ORHV Sandersville Family Practice, LLC (1236), and (ix) Oconee Regional Senior Living, Inc. (5613). The Debtors' corporate mailing address is 821 North Cobb Street, Milledgeville, Georgia, 31061.

**FINANCING ARRANGEMENTS, AND SETTING A FINAL HEARING**

Oconee Regional Health Systems, Inc., Oconee Regional Medical Center, Inc., Oconee Regional Health Services, Inc., Oconee Regional Emergency Medical Services, Inc., Oconee Regional Health Ventures, Inc. (sometimes d/b/a Oconee Neurology Services), Oconee Internal Medicine, LLC, Oconee Orthopedics, LLC, ORHV Sandersville Family Practice, LLC, and Oconee Regional Senior Living, Inc. (the “*Debtors*”), filed a motion (the “*Motion*,” Doc. No. \_\_\_\_ ) for entry of an order permitting them to maintain their insurance programs, pay premiums, and continue to finance certain premiums.

The Court has jurisdiction to consider the Motion and the relief requested in the Motion pursuant to 28 U.S.C. §§ 157 and 1334. Venue of these cases in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409. The Motion and the relief requested in the Motion constitute a core proceeding pursuant to 28 U.S.C. § 157(b).

The Debtors sought an expedited hearing and emergency, interim relief on the Motion. Debtors’ Motion for Expedited Hearing and Emergency Interim Relief Pursuant to Local Bankruptcy Rule 2002-1(G) (Doc. No. \_\_\_\_ ). In light of the relief requested, this Court granted the request for an expedited hearing, in its Order Granting Debtors’ Motion for Expedited Hearing to Consider Certain Interim, First-Day Relief (Doc. No. \_\_\_\_ ).

The Court has considered the Motion and the statements and arguments made at a hearing on the Motion. This Court has determined that the relief requested in the Motion is in the best interests of Debtors, their estates, creditors, and other parties in interest. Debtors gave due and proper notice of the Motion and the Court has determined that additional or further notice of the Motion is not necessary. The Court has determined that the legal and factual bases set forth in

the Motion establish just cause for the relief granted in this Order, and after due deliberation, and sufficient cause appearing therefor,

**IT IS ORDERED THAT:**

1. The Motion is GRANTED.
2. The Debtors are authorized to maintain their Insurance Policies,<sup>1</sup> and pay all premiums thereunder (including any that may be deemed to have arisen prior to the Petition Date).
3. To the extent any of the Insurance Policies will expire during these Chapter 11 cases, or will no longer be necessary after any disposition of assets or operations to which the Insurance Policies pertain, the Debtors will consult with the Bond Trustee prior to entering into any replacement, amendment, extension or material modification of the Insurance Policies (an *“Insurance Policy Extension or Modification”*) sufficiently in advance to allow the Bond Trustee to seek relief in this Court prior to any Insurance Policy Extension or Modification.
4. The Debtors are authorized, on an interim basis, to continue to finance the yearly premium payments as to the Financed Policies, and such arrangements are approved under Section 364 of the Bankruptcy Code. The counterparties to the insurance premium finance contracts are granted a senior lien, but solely in all unearned premiums, payments in respect of any losses to the extent such payments reduce the unearned premiums, and dividends on the policy, all as more specifically set forth in the financing agreements attached to the Motion.
5. Nothing in this Order, nor any action by the Debtors regarding the Insurance Policies, nor the payment of any premiums by the Debtors under such Insurance Policies, shall (i) be deemed to constitute the assumption of any executory contract pursuant to Section 365 of

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<sup>1</sup> Capitalized terms used in this Order that are not otherwise defined herein shall have the meanings ascribed to them in the Motion.

the Bankruptcy Code, or (ii) preclude the Debtors or any other party in interest authorized under the Bankruptcy Code from challenging or contesting the amount or validity of any such charges, in whole or in part.

6. Nothing in this Order shall require the Debtors to maintain any insurance coverage for the benefit of Jasper or any other non-debtor third party, and the Debtors may, in their discretion (after consultation with the Bond Trustee and any Official Committee of Unsecured Creditors appointed in these cases), modify the Insurance Policies as needed to exclude coverage for any assets, liabilities, or other interests of Jasper or any other non-debtor third party. In addition, nothing in this Order shall in any way effect the rights of the Debtors to recover from Jasper or any other non-debtor third party for, inter alia, the current and historic costs of any premiums paid or other charges incurred for the benefit of such parties for any insurance, among other things.

7. Any payments pursuant to this Order shall only be made to the extent allowed by any orders authorizing the Debtors to incur postpetition financing or use cash collateral, including any budget approved by such orders.

8. With respect to the relief sought herein, the requirements set forth in Bankruptcy Rule 6003 are satisfied.

9. Notwithstanding the possible applicability of Bankruptcy Rules 6004(a) and 6004(h) or otherwise, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry and the requirements of Bankruptcy Rules 6004(a) and 6004(h) are hereby waived.

10. Any party in interest in these Chapter 11 cases shall have until May 31, 2017 to file a written objection to the Motion or to this Order. Any such objection must be served upon

(a) Debtors' counsel, Bryan Cave, LLP, 1201 West Peachtree Street, NW, 14th Floor, Atlanta, Georgia 30309, Attention: Mark Duedall, (b) counsel to the Bond Trustee, Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C., One Financial Center, Boston, MA 02111, Attention: Ian A. Hammel and (c) the Office of the United States Trustee, 440 Martin Luther King Jr. Boulevard, Suite 302, Macon, Georgia 31201-7910 (Attn: Elizabeth A. Hardy). If any objection is timely filed and served, then the Court will convene a hearing to consider such objection, but this Order shall remain in full force and effect and binding in all respects unless and until there is any further ruling from this Court. If no objection is timely filed and served, then this Order will be deemed a final order without need for any further action of this Court.

11. This Court shall retain jurisdiction with respect to any matters, claims, rights, or disputes arising from or related to the implementation of this Order.

12. The Debtors are directed, within two business days of the entry of this Order, to serve a copy of this Order upon all the parties which were served with the Motion, along with any parties that have filed notice of appearance in these cases.

**\*\*\* END OF DOCUMENT \*\*\***

*Prepared and presented by:*

**BRYAN CAVE LLP**

/s/ Mark I. Duedall

Mark I. Duedall (Ga. Bar No. 231770)  
Leah Fiorenza McNeill (Ga. Bar No. 940554)  
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*Proposed Counsel for the Debtors and Debtors-in-Possession*

**DISTRIBUTION LIST**

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Elizabeth A. Hardy  
Robert G. Fenimore  
Office of the United States Trustee  
440 Martin Luther King Jr. Boulevard  
Suite 302  
Macon, Georgia 31201-7910

**CERTIFICATE OF SERVICE**

This is to certify that on the date set forth below, I electronically filed the foregoing Debtors' Motion for Authority to Continue Pre-Existing Insurance Programs, Pay Prepetition Premiums and Related Obligations, and Continue Certain Insurance Premium Financing Arrangements, and a proposed form of order. On the same date, I also caused the parties set forth below to be served with the foregoing by United States First Class mail, postage pre-paid:

Elizabeth A. Hardy Robert G. Fenimore Office of the United States Trustee 440 Martin Luther King Jr. Boulevard Suite 302 Macon, Georgia 31201-7910	Paul K. Ferdinands Thomas Hawk King & Spalding LLP 1180 Peachtree Street, NE Atlanta, GA 30309
P. Miyoko Sato Ian A. Hammel Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C. One Financial Center Boston, MA 02111	John Thomson Adams and Reese LLP 3424 Peachtree Road NE – Suite 450 Atlanta, GA 30326
Navicent Health, Inc. Attn: Kenneth B. Banks 691 Cherry Street – Suite 700 Macon, GA 31201	Michele P. Madison Morris Manning & Martin LLP 1600 Atlanta Financial Center 3343 Peachtree Road NE Atlanta, GA 30326
W. Wright Banks, Jr. Office of the Attorney General State of Georgia 40 Capitol Square, SW Atlanta, GA 30303	Aramark CTS, LLC Attn: Anthony Dixon 2300 Warrenville Road Downers Grove, IL 60515
Aristoi, Inc. Attn: Jeremy Collins 624 28th Street North Birmingham, AL 35203	Baldwin Physician Services, LLC Attn: Racheal St. Romain 200 Corporate Boulevard – Suite 201 Lafayette, LA 70508

<p>Biomet Sports Medicine, Inc.                  Attn: Andrew Swan                  56 East Bell Drive                  Warsaw, IN 46582</p>	<p>Center of Medicare and Medicaid Service                  Attn: Kristen Dixon                  64 Forsyth Street – Suite 4T20                  Atlanta, GA 30303-8909</p>
<p>Clinical Colleagues, Inc.                  Attn: Alex Gorecki                  1121 North Bethlehem Pike – Suite 60-234                  Spring House, PA 19477</p>	<p>Crown Health Care Laundry Services, Inc.                  Attn: Sam Anderson                  1501 North Guillemard Street                  Pensacola, FL 32501</p>
<p>Georgia Power Company                  Attn: Paul Bowers, CEO                  241 Ralph McGill Boulevard                  Atlanta, GA 30308</p>	<p>Healthcare Services Group, Inc.                  3220 Tillman Drive – Suite 300                  Bensalem, PA 19020</p>
<p>Medical Information Technology, Inc.                  Attn: Michael Sierra                  Meditech Circle                  Westwood, MA 02090</p>	<p>Medline Industries, Inc.                  Attn: Erica Farmer                  1 Medline Place                  Mundelein, IL 60060</p>
<p>Monica Ingram                  c/o G. Anthony Hall                  The Law Office of G. Anthony Hall                  3355 Lenox Road – Suite 750                  Atlanta, GA 30326</p>	<p>Quest Diagnostics Clinical Laboratories                  Attn: Thomas Fuller                  1777 Montreal Circle                  Tucker, GA 30084</p>
<p>Siemens Healthcare Diagnostics, Inc.                  Glasgow Business Community Building                  Building 500                  Newark, DE 19714</p>	<p>Smith &amp; Nephew Endoscopy                  Attn: Cara Bunn                  150 Minuteman Road                  Andover, MA 01810</p>
<p>Stryker Orthopaedics                  Attn: Max Dixon                  325 Corporate Drive                  Mahwah, NJ 07430</p>	<p>Varian Oncology Systems                  Attn: Dan Spurgeon                  3100 Hansen Way                  Palo Alto, CA 94304</p>
<p>Catherine Roberts, MD                  641 West Thomas Street                  Milledgeville, GA 31061</p>	<p>McKesson Medical Surgical                  9954 Maryland Drive – Suite 400                  Henrico, VA 23233</p>
<p>Oconee Medical Associates LLC                  641 West Thomas Street                  Milledgeville, GA 31061</p>	<p>Willis Reid Roberts, Jr., MD                  641 West Thomas Street                  Milledgeville, GA 31061</p>

Besse Medical Supply 1576 Solutions Circle Chicago, IL 60677	Chilivis Cochran Larkins & Bever 3127 Maple Drive NE Atlanta, GA 30305
Gerald Grimes Plumbing 112 Joyner Road NE Milledgeville, GA 31061	Healthcare Management Services 6501 Peake Road – Suite 700 Macon, GA 31210
James H. Extine, DO 1201 Columbia Drive Milledgeville, GA 31061	Ricoh USA, Inc. 5 Dedrick Place Clardwell, NJ 07006
Staples Advantage Attn: Ron Sargent, CEO 125 Mushroom Boulevard Rochester, NY 14623	Steve Paul Niergarth, DO 1201 Columbia Drive Milledgeville, GA 31061
CompuGroup Medical 3300 N Central Avenue – Suite 2100 Phoenix, AZ 85012	James A. Wilson, MD 425 North Cobb Street Milledgeville, GA 31061
McNeary, Inc. 1675 Terrell Mill Road SE Marietta, GA 30067	Nautilus Insurance Company 250 South Wacker Drive – Suite 700 Chicago, IL 60606
Nautilus Insurance Company 7233 East Butherus Drive Scottsdale, AZ 85260	IPFS Corporation 3000 RDU Center Drive – Suite 100 Morrisville, NC 27560
Arthur J. Gallagher Risk Mgmt Svcs 1675 Terrell Mill Road SE Marietta, GA 30067	MagMututal Insurance Company 3535 Piedmont Road NE – Suite 1000 PO Box 52979 Atlanta, GA 30355-0979
Southern Trust Insurance Company 5444 Riverside Drive – Suite 1000 Macon, GA 31210	Bobby Brown Insurance 1531 N Columbia Street PO Box 1599 Milledgeville, GA 31059
EnduraCare AcuteCare Attn: Rhonda Smith 381 Riverside Drive – Suite 400 Franklin, TN 37064	

This 10th day of May, 2017.

**BRYAN CAVE LLP**

*/s/ Leah Fiorenza McNeill*

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Mark I. Duedall (Ga. Bar No. 231770)

Leah Fiorenza-McNeill (Ga. Bar No. 940554)

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in-Possession*