

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

In re:	)	
	)	
Vanguard Healthcare, LLC, <i>et al.</i> , <sup>1</sup>	)	Case No. 16-03296
	)	Chapter 11
Six Cadillac Dr., Suite 310	)	Jointly Administered
Brentwood, TN 37027	)	Judge Mashburn
	)	
Debtors.	)	

**DISCLOSURE STATEMENT ACCOMPANYING  
DEBTORS' JOINT PLAN OF REORGANIZATION**

**I. INTRODUCTION**

This Disclosure Statement is submitted by Vanguard Healthcare, LLC and its affiliated debtors and debtors in possession (each a “Debtor” and collectively, the “Debtors”) for the benefit of all creditors and parties in interest (hereinafter referred to as “Claimants”) in the above Chapter 11 cases. This Disclosure Statement notifies Claimants of the terms of the Debtors’ Joint Plan of Reorganization dated November 30, 2016 (the “Plan”), and enables Claimants to make an informed decision in exercising their rights under the Bankruptcy Code in voting on the Plan.

**THE DEBTORS URGE CREDITORS TO VOTE TO ACCEPT THE PLAN.  
FOR EACH APPLICABLE DEBTOR**

The Bankruptcy Court has conducted a hearing as required by 11 U.S.C. § 1125 on the question of whether the Disclosure Statement contains adequate information to enable Claimants to make an informed judgment about the Plan. The Court has entered an Order approving the Disclosure Statement and authorizing distribution of a copy of this Disclosure Statement and Plan to all creditors and equity security holders. The Court’s approval of the Disclosure Statement does not constitute an endorsement or recommendation by the Court of the substantive provisions of the Plan but is merely an approval of the adequacy of the information contained within this Disclosure Statement.

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

NO REPRESENTATIONS CONCERNING THE DEBTORS OR THE PLAN, OTHER THAN AS SET FORTH IN THIS DISCLOSURE STATEMENT, ARE AUTHORIZED. ANY REPRESENTATIONS OR INDUCEMENTS MADE TO SECURE YOUR VOTE WHICH ARE OTHER THAN AS CONTAINED IN THIS DISCLOSURE STATEMENT SHOULD NOT BE RELIED UPON BY YOU IN ARRIVING AT YOUR DECISION TO ACCEPT THE PLAN. ANY SUCH ADDITIONAL REPRESENTATIONS OR INDUCEMENTS SHOULD BE REPORTED TO THE DEBTORS OR THEIR COUNSEL IMMEDIATELY.

The information contained in this Disclosure Statement has been derived from information known to the Debtors. This information is believed to be reliable, but has not been independently verified and has not been subjected to a certified audit. Every reasonable effort has been made to present accurate information, however, the accuracy of the information contained herein cannot be guaranteed.

The Plan contains definitions of certain terms. Where those terms are used in this Disclosure Statement with initial capital letters, they have the meanings set forth in the Plan.

**All creditors are urged to review the Debtors' Plan in addition to this Disclosure Statement. To the extent the Plan and this Disclosure Statement are inconsistent, the terms of the Plan shall control.**

## **II. BACKGROUND**

### **A. Debtors' Organizational History and Operations**

The Debtors are primarily long-term care providers, providing rehabilitation and skilled nursing services at 12 facilities in four states (Florida, Mississippi, Tennessee and West Virginia). The Debtors and their operations are summarized below:

#### ***i. Vanguard Healthcare, LLC***

Vanguard Healthcare, LLC ("Vanguard Healthcare") is a Tennessee limited liability company, headquartered in Brentwood, Tennessee. William D. Orand is the majority owner and chief executive officer of Vanguard Healthcare. Vanguard Healthcare is the parent entity/holding company for all other Debtors and numerous other subsidiaries that serve as either operating companies, property ownership companies, or management and support companies for the various long-term care facilities.

Pursuant to Bankruptcy Rule 2015.3, Vanguard Healthcare filed a *Periodic Report Regarding Value, Operations and Profitability of Entities in Which Vanguard Healthcare, LLC Holds a Substantial or Controlling Interest* (Docket No. 113) (the "Periodic

Report”) on June 1, 2016.<sup>2</sup> The Periodic Report contains descriptions and financial information regarding Vanguard Healthcare’s subsidiaries that did not file for bankruptcy. The Periodic Report is incorporated herein by reference.

*ii. Vanguard Healthcare Services, LLC*

- Vanguard Healthcare Services, LLC (“Vanguard Healthcare Services”) is a wholly owned subsidiary of Vanguard Healthcare headquartered in Brentwood, Tennessee. As of the Petition Date, it had no employees. Its purpose is to provide support services to many of the other Vanguard Healthcare entities, including providing “common paymaster” services to the Vanguard Management companies, which provide the management services to the Debtor entities. “Common paymaster” is permitted by the IRS when a designated entity is assigned the task of maintaining all payroll records. The rule allows the designated entity to issue either a single consolidated paycheck to each employee, or to issue several paychecks, with each check drawn on an account controlled by the subsidiaries at which the employees actually work. The designated common paymaster is responsible for remitting all payroll taxes. Those subsidiaries included in the arrangement remain jointly and severally liable for their respective shares of any payroll taxes that are supposed to be remitted by the common paymaster.

Vanguard Healthcare Services is a Credit Party on the secured obligations owed to Healthcare Financial Solutions, LLC, (“HFS”) a subsidiary of Capital One, N.A.

*iii. Vanguard Financial Services, LLC*

Vanguard Financial Services, LLC (“Vanguard Financial”) is a wholly owned subsidiary of Vanguard Healthcare headquartered in Brentwood, Tennessee. As of the Petition Date, it had 26 employees. Its purpose is to provide financial services to the Vanguard Healthcare entities. It has no independent assets other than office furnishings and equipment and is a Credit Party on the secured obligations owed to HFS.

*iv. Aurora Australis, LLC*

Aurora Australis, LLC (“Aurora”) is a wholly owned subsidiary of Vanguard Healthcare that operates a long term care facility known as Aurora Health and Rehabilitation located at 310 Emerald Drive, Columbus, MS 39702. As of the Date of Filing, Aurora had approximately 120 beds for patients and approximately 139 employees. The Facility is managed by East Mississippi Management Associates, LLC, a wholly owned subsidiary of Vanguard Healthcare. Aurora leases the long term care facility from TMJ Limited Liability Partnership, a Japanese limited liability partnership, provided Aurora has a lease purchase option in the amount of \$2,975,000.

As of July 28, 2015, Aurora was appraised by HealthTrust, LLC as a going concern in the amount of \$11,100,000. If any sale took place, Aurora would need to apply a portion of the sale proceeds to its lease purchase option.

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<sup>2</sup> All references to “Docket No. \_\_\_” are to the docket in Case No. 16-03296 and are available for viewing and download through the Bankruptcy Court’s website at <https://ecf.tnmb.uscourts.gov> or the Debtors’ case information website at [www.bmcgroup.com/vanguardhealthcare](http://www.bmcgroup.com/vanguardhealthcare).

Aurora shares in the secured debt obligations owed to HFS and is allocated internally by the consolidated accounting of the Debtors in the amount of 8.91% of the HFS indebtedness. Aurora has scheduled undisputed unsecured debts as of the Date of Filing in the amount of \$1,041,323. It is current on the payment of its post-petition obligations incurred as of the Date of Filing and as evidenced by the income statement attached hereto as collective Exhibit A, had \$1,462,135 net operating income (EBITDAR) for the twelve months ending September 2016.

**v. *Boulevard Terrace, LLC***

Boulevard Terrace, LLC (“Boulevard Terrace”) is a wholly owned subsidiary of Vanguard Healthcare that operates a long term care facility known as Boulevard Terrace Rehabilitation and Nursing Center located at 1530 Middle Tennessee Blvd., Murfreesboro, TN 37130. As of the Date of Filing, Boulevard Terrace had approximately 100 beds for patients and approximately 86 employees. The Facility is managed by Murfreesboro Management Associates, LLC, a wholly owned subsidiary of Vanguard Healthcare. Boulevard Terrace leases the long term care facility from GSJ Limited Liability Partnership, a Japanese limited liability partnership, provided Boulevard Terrace has a lease purchase option in the amount of \$3,153,500.

As of July 28, 2015, Boulevard Terrace was appraised by HealthTrust, LLC as a going concern in the amount of \$4,400,000. If any sale took place, Boulevard Terrace would need to apply a portion of the sale proceeds to its lease purchase option.

Boulevard Terrace shares in the secured debt obligations owed to HFS and is charged internally by the consolidated accounting of the Debtors in the amount of 5.22% of the HFS indebtedness. Boulevard Terrace has scheduled undisputed unsecured debts as of the Date of Filing in the amount of \$1,079,678. It is current on the payment of its post-petition obligations incurred as of the Date of Filing and as evidenced by the income statement attached hereto as collective Exhibit A, had a negative \$227,839 net operating income (EBITDAR) for the twelve months ending September 2016.

**vi. *Elderscript Services, LLC***

Elderscript Services, LLC (“Elderscript”) is a wholly owned subsidiary of Vanguard Healthcare doing business in Tupelo, Mississippi as a pharmacy. It is a wholly owned subsidiary of Vanguard Healthcare and as of the Date of Filing had 26 employees. Elderscript shares in the secured debt obligations owed to HFS and also has inventory and accounts that are subject to the security interest of AmerisourceBergen to secure obligations owed to that vendor for the sale of medical drugs and supplies for the pharmacy. The AmerisourceBergen lien, however, is junior to the secured claim of HFS and accordingly the claim of AmerisourceBergen is treated as unsecured in this Chapter 11 case.

Elderscript has scheduled undisputed unsecured debts as of the Date of Filing in the amount of \$555,652. The Debtors believe the value of Elderscript to be approximately \$8,000,000. Elderscript is current on the payment of its post-petition obligations incurred as of the Date of Filing and as evidenced by the income statement attached hereto as collective Exhibit A, had \$1,023,110 net operating income (EBITDAR) for the twelve months ending September 2016.

**vii. Eldercare of Jackson County, LLC**

Eldercare of Jackson County, LLC (“Eldercare”) is a wholly owned subsidiary of Vanguard Healthcare that owns and operates a long term care facility known as Eldercare Health and Rehabilitation located at 107 Miller Drive, Ripley, WV 25271. As of the Petition Date, Eldercare of Jackson County had approximately 120 beds for patients and approximately 117 employees. The Facility is managed by Eldercare Management Associates, LLC, a wholly owned subsidiary of Vanguard Healthcare.

The estimated value of Eldercare is based on a offer to purchase Eldercare in the amount of \$15,500,000 received just prior to the Date of Filing.

Eldercare shares in the secured debt obligations owed to HFS and is charged internally by the consolidated accounting of the Debtors in the amount of 13.11% of the HFS indebtedness. Eldercare has scheduled undisputed unsecured debts as of the Date of Filing in the amount of \$795,570. Eldercare is current on the payment of its post-petition obligations incurred as of the Date of Filing and as evidenced by the income statement attached hereto as collective Exhibit A, had \$1,921,911 net operating income (EBITDAR) for the twelve months ending September 2016.

**viii. Glen Oaks, LLC**

Glen Oaks, LLC (“Glen Oaks”) is a wholly owned subsidiary of Vanguard Healthcare that operates a long term care facility known as Glen Oaks Health and Rehabilitation located at 1101 Glen Oaks Road, Shelbyville, TN 37160. As of the Petition Date, Glen Oaks had approximately 130 beds for patients and approximately 103 employees. The Facility is managed by Middle Tennessee Management Associates, LLC, a wholly owned subsidiary of Vanguard Healthcare. Glen Oaks subleases the long term care facility from Vanguard Healthcare, which in turn leases the facility from GMJ Limited Liability Partnership, a Japanese limited liability partnership, provided Glen Oaks has a lease purchase option in the amount of \$3,025,000.

As of July 28, 2015, Glen Oaks was appraised by HealthTrust, LLC as a going concern in the amount of \$5,700,000. If any sale took place, Glen Oaks would need to apply a portion of the sale proceeds to its lease purchase option.

Glen Oaks shares in the secured debt obligations owed to HFS and is charged internally by the consolidated accounting of the Debtors in the amount of 4.14% of the HFS indebtedness. It has scheduled undisputed unsecured debts as of the Date of Filing in the amount of \$1,392,201. Glen Oaks is current on the payment of its post-petition obligations incurred as of the Date of Filing and as evidenced by the income statement attached hereto as collective Exhibit A, had \$152,215 net operating income (EBITDAR) for the twelve months ending September 2016.

**ix. Palace RBS, LLC**

Palace RBS, LLC (“The Palace”) is a wholly owned subsidiary of Vanguard Healthcare that operates a long term care facility known as The Palace Healthcare and Rehabilitation located at 309 Main Street Red Boiling Springs, TN 37150. As of the Petition Date, The Palace had approximately 119 beds for patients.

The Palace’s long term care facility is operated by CMC II, LLC (as successor to Shoreline Healthcare Management, LLC) pursuant to a third party management agreement,

unrelated to Vanguard Healthcare. Approximately 86 employees work at the long term care facility. The Palace leases the long term care facility from HKJ Enterprise Partnership Ltd. LLP, a Japanese limited liability partnership, provided The Palace has a lease purchase option in the amount of \$2,260,875.

As of July 28, 2015, The Palace was appraised by HealthTrust, LLC as a going concern in the amount of \$5,700,000. If any sale took place, The Palace would need to apply a portion of the sale proceeds to its lease purchase option and would also have to deal with the potential reduction in the net value caused by the third party management agreement.

The Palace shares in the secured debt obligations owed to HFS and is charged internally by the consolidated accounting of the Debtors in the amount of 5.89% of the HFS indebtedness. It has scheduled undisputed unsecured debts as of the Date of Filing in the amount of \$737,244. The Palace is current on the payment of its post-petition obligations incurred as of the Date of Filing, and as evidenced by the income statement attached hereto as collective Exhibit A, had \$772,403 net operating income (EBITDAR) for the twelve months ending September 2016.

*x. Shady Lawn, LLC*

Shady Lawn, LLC (“Shady Lawn”) is a wholly owned subsidiary of Vanguard Healthcare that operates a long term care facility known as Shady Lawn Health and Rehabilitation Center located at 60 Shady Lawn Place, Vicksburg, MS 39180. As of the Petition Date, Shady Lawn had approximately 100 beds for patients and approximately 111 employees. The Facility is managed by West Mississippi Management Associates, LLC, a wholly owned subsidiary of Vanguard Healthcare. Shady Lawn leases the long term care facility from Vicksburg PropCo, LLC, which is a wholly owned subsidiary of Vanguard Healthcare.

As of July 28, 2015, Shady Lawn was appraised by HealthTrust, LLC as a going concern in the amount of \$7,800,000.

Shady Lawn shares in the secured debt obligations owed to HFS and is charged internally by the consolidated accounting of the Debtors in the amount of 4.85% of the HFS indebtedness. It has scheduled undisputed unsecured debts as of the Date of Filing in the amount of \$737,244. Shady Lawn is current on the payment of its post-petition obligations incurred as of the Date of Filing, and as evidenced by the income statement attached hereto as collective Exhibit A, had \$1,037,766 net operating income (EBITDAR) for the twelve months ending September 2016.

It is anticipated that Vicksburg PropCo, LLC, the entity that owns the real property where Shady Lawn is located, will sell its interest in Shady Lawn for \$7,500,000, of which \$3,500,000 will be paid to HFS in consideration for a release of its lien on the property. This will generate additional working capital for the Debtors to use in the confirmation of the Plan.

*xi. Vanguard of Ashland, LLC*

Vanguard of Ashland, LLC (“Ashland”) is a wholly owned subsidiary of Vanguard Healthcare that operates a long term care facility known as Ashland Healthcare and Rehabilitation located at 16056 Boundary Drive, Ashland, MS 38603. As of the Petition Date, Ashland had approximately 60 beds for patients and approximately 71 employees. The Facility is managed by North Mississippi Management Associates, LLC, a wholly owned subsidiary of

Vanguard Healthcare. Ashland leases the long term care facility from Ashland Properties 91, L.P., a Tennessee limited partnership that is owned by Japanese investors. The lease provides Ashland a lease purchase option in the amount of \$1,006,250.

As of July 28, 2015, Ashland was appraised by HealthTrust, LLC as a going concern in the amount of \$6,800,000. If any sale took place, Ashland would need to apply a portion of the sale proceeds to exercise its lease purchase option.

Ashland shares in the secured debt obligations owed to HFS and is charged internally by the consolidated accounting of the Debtors in the amount of 2.26% of the HFS indebtedness. It has scheduled undisputed unsecured debts as of the Date of Filing in the amount of \$737,244. Ashland is current on the payment of its post-petition obligations incurred as of the Date of Filing, and as evidenced by the income statement attached hereto as collective Exhibit A, had \$899,441 net operating income (EBITDAR) for the twelve months ending September 2016.

*xii. Vanguard of Church Hill, LLC*

Vanguard of Church Hill, LLC ("Church Hill") is a wholly owned subsidiary of Vanguard Healthcare that operates a long term care facility known as Church Hill Health Care and Rehab located at 701 West Main Boulevard Church Hill, TN 37642. As of the Petition Date, Church Hill had approximately 124 beds for patients and approximately 118 employees. The Facility is managed by Church Hill Management Associates, LLC, a wholly owned subsidiary of Vanguard Healthcare. Church Hill leases the long term care facility from Church Hill Properties, LLC, a Tennessee limited liability company, a wholly owned subsidiary of Vanguard Healthcare.

As of July 28, 2015, Church Hill was appraised by HealthTrust, LLC as a going concern in the amount of \$11,400,000.

Church Hill shares in the secured debt obligations owed to HFS and is charged internally by the consolidated accounting of the Debtors in the amount of 10.12% of the HFS indebtedness. It has scheduled undisputed unsecured debts as of the Date of Filing in the amount of \$737,244. Church Hill is current on the payment of its post-petition obligations incurred as of the Date of Filing, and as evidenced by the income statement attached hereto as collective Exhibit A, had \$2,064,633 net operating income (EBITDAR) for the twelve months ending September 2016.

*xiii. Vanguard of Manchester, LLC*

Vanguard of Manchester, LLC ("Manchester") is a wholly owned subsidiary of Vanguard Healthcare that operates a long term care facility known as Manchester Health Care Center located at 395 Interstate Drive, Manchester, TN 37355. As of the Petition Date, Manchester had approximately 120 beds for patients and approximately 121 employees. The Facility is managed by Manchester Management Associates, LLC, a wholly owned subsidiary of Vanguard Healthcare. Manchester leases the long term care facility from Manchester Properties 2010, LLC, a Tennessee limited liability company that is a wholly owned subsidiary of Vanguard Healthcare.

As of July 28, 2015, Manchester was appraised by HealthTrust, LLC as a going concern in the amount of \$4,600,000.

Manchester shares in the secured debt obligations owed to HFS and is charged internally by the consolidated accounting of the Debtors in the amount of 12.91% of the HFS indebtedness. It has scheduled undisputed unsecured debts as of the Date of Filing in the amount

of \$804,809. Manchester is current on the payment of its post-petition obligations incurred as of the Date of Filing, and as evidenced by the income statement attached hereto as collective Exhibit A, had \$989,180 net operating income (EBITDAR) for the twelve months ending September 2016.

*xiv. Vanguard of Ripley, LLC*

Vanguard of Ripley, LLC (“Rest Haven”) is a wholly owned subsidiary of Vanguard Healthcare that operates a long term care facility known as Rest Haven Health and Rehabilitation located at 103 Cunningham Drive Ripley, MS 38663. As of the Petition Date, Rest Haven had approximately 60 beds for patients and approximately 53 employees. The Facility is managed by North Mississippi Management Associates, LLC, a wholly owned subsidiary of Vanguard Healthcare. Rest Haven leases the long term care facility from Ripley Properties 91, LP, a Tennessee limited partnership that is owned by Japanese investors. The lease provides Rest Haven a lease purchase option in the amount of \$1,006,250.

As of July 28, 2015, Rest Haven was appraised by HealthTrust, LLC as a going concern in the amount of \$4,100,000. If any sale took place, Rest Haven would need to apply a portion of the sale proceeds to exercise its lease purchase option.

Rest Haven shares in the secured debt obligations owed to HFS and is charged internally by the consolidated accounting of the Debtors in the amount of 2.19% of the HFS indebtedness. It has scheduled undisputed unsecured debts as of the Date of Filing in the amount of \$1,000,955. Rest Haven is current on the payment of its post-petition obligations incurred as of the Date of Filing, and as evidenced by the income statement attached hereto as collective Exhibit A, had \$198,446 net operating income (EBITDAR) for the twelve months ending September 2016.

*xv. Vicksburg Convalescent, LLC*

Vicksburg Convalescent, LLC (“Vicksburg”) is a wholly owned subsidiary of Vanguard Healthcare that operates a long term care facility known as Vicksburg Convalescent Center located at 1708 Cherry Street, Vicksburg, MS 39180. As of the Petition Date, Vicksburg had approximately 100 beds for patients and approximately 98 employees. The Facility is managed by Vicksburg Management Associates, LLC, a wholly owned subsidiary of Vanguard Healthcare. Vicksburg leases the Facility from Vicksburg PropCo, LLC, which is a wholly owned subsidiary of Vanguard Healthcare.

As of July 28, 2015, Vicksburg was appraised by HealthTrust, LLC as a going concern in the amount of \$5,700,000. If any sale took place, Vicksburg would need to apply a portion of the sale proceeds to exercise its lease purchase option.

Vicksburg shares in the secured debt obligations owed to HFS and is charged internally by the consolidated accounting of the Debtors in the amount of 4.85% of the HFS indebtedness. It has scheduled undisputed unsecured debts as of the Date of Filing in the amount of \$477,149. Vicksburg is current on the payment of its post-petition obligations incurred as of the Date of Filing, and as evidenced by the income statement attached hereto as collective Exhibit A, had \$1,008,190 net operating income (EBITDAR) for the twelve months ending September 2016.

**xvi. Whitehall OpCo, LLC**

Whitehall OpCo, LLC (“Whitehall”) is a wholly owned subsidiary of Vanguard Healthcare that operates a long term care facility known as Whitehall Boca Raton located at 7300 Del Prado South, Boca Raton, FL 33433. As of the Petition Date, Whitehall had approximately 154 beds for patients and approximately 223 employees. The Facility is managed by J-W Del Prado, LLC though a third party management agreement, unrelated to Vanguard Healthcare. Whitehall leases the long term care facility from WHJ Limited Liability Partnership, a Japanese limited liability partnership, provided Whitehall has a lease purchase option in the amount of \$10,710,000.

Vanguard Healthcare has received offers to purchase Whitehall for approximately \$30,000,000 and thus believes that the value is at least this amount. If any sale took place, Whitehall would need to apply a portion of the sale proceeds to exercise its lease purchase option and would also have to deal with the potential reduction in net value caused by the third party management agreement.

Whitehall shares in the secured debt obligations owed to HFS and is charged internally by the consolidated accounting of the Debtors in the amount of 21.71% of the HFS indebtedness. It has scheduled undisputed unsecured debts as of the Date of Filing in the amount of \$2,876,922. Whitehall is current on the payment of its post-petition obligations incurred as of the Date of Filing, and as evidenced by the income statement attached hereto as collective Exhibit A, had \$665,979 net operating income (EBITDAR) for the twelve months ending September 2016.

**B. Non-Debtor Property Companies**

Of the twelve long term care Facilities, only Eldercare is on real estate owned by the Debtors. Four others are on real estate owned by separate non-debtor subsidiaries of Vanguard Healthcare: Church Hill, Manchester, Vicksburg and Shady Lawn. Finally, seven are on real estate owned by non-debtor entities that are owned and controlled by Japanese investors: Aurora, Rest Haven, Boulevard Terrace, Glen Oaks, The Palace, Ashland and Whitehall. In these instances, all of the seven lease agreements have lease purchase options that enable the Debtor operating company to purchase the property from the landlord for a specific price that ensures that the Debtor would be able to control a sale of the Facility. These purchase amounts for each Facility are disclosed in Article II.A above.

**C. Events Leading to Commencement of the Chapter 11 Cases**

The Debtors each filed separate Chapter 11 cases on May 6, 2016. The moving force for the filing of these cases was the pending due date of the Debtors’ secured loan obligations to Healthcare Financial Solutions, LLC (“HFS”), a subsidiary of Capital One N.A. These obligations are evidenced by credit agreements for a revolver loan with a principal balance of approximately \$6 million and a term loan with a principal balance of approximately \$74 million. All of the Debtors and the non-debtor property companies, discussed further in Article II.B above, are liable on this indebtedness.

## **D. Bankruptcy Filing and Procedural History**

### ***i. Commencement and First Day Motions***

On May 6, 2016, the Debtors commenced these Chapter 11 cases (the “Chapter 11 Cases”) and continue to operate their businesses and manage their assets as debtors in possession pursuant to Sections 1107(a) and 1108 of the Bankruptcy Code.

Immediately upon the filing, the Debtors sought approval of certain first day orders authorizing the Debtors to, among other things, use cash collateral approved by order entered June 16, 2016 (Docket No. 168), pay certain pre-petition wages of employees approved by order entered May 11, 2016 (Docket No. 42), retain existing bank accounts approved by order entered May 11, 2016 (Docket No. 44), and establishing procedures for the adequate assurance of payment of utility claims approved by order entered May 11, 2016 (Docket No. 43); the appointment of BMC Group as the noticing agent for the Debtors approved by order entered May 11, 2016 (Docket No. 41), and authorizing certain notice procedures and the joint administration of the Debtors’ Chapter 11 Cases under Case No. 16-03296 approved by order entered May 11, 2016 (Docket No. 38).

### ***ii. Schedules and Statements of Financial Affairs***

The Debtors filed their schedules of assets and liabilities and statements of financial affairs on May 25, 2016 (the “Schedules”). A copy of each of the Debtors’ Scheduled can be found on the website created by the noticing agent for the Debtors, BMC Group at [www.bmcgroup.com/vanguardhealthcare](http://www.bmcgroup.com/vanguardhealthcare).

### ***iii. Debtors’ Professionals***

On May 13, 2016, the Debtors filed an application to employ Bradley Arant Boult Cummings, LLP (“Bradley”) as their bankruptcy counsel. The Bankruptcy Court approved the Debtors’ retention of Bradley by order entered June 14, 2016 (Docket No. 161).

The Debtors also filed applications to approve Baker Donelson as special litigation counsel, approved by order entered June 22, 2016 (Docket No. 189); accountants Stewart & Barnett, Ltd by order entered June 21, 2016 (Docket No. 184), and the payment of ordinary course professionals, including certain accountants that prepare Medicare and Medicaid cost reports, perform audits, and prepare the Debtors’ taxes approved by order entered July 12, 2016 (Docket No. 283).

### ***iv. Unsecured Creditors Committee***

On May 24, 2016, the United States Trustee appointed an official committee of unsecured creditors (the “Committee”) in the Chapter 11 Cases. The members of the Committee are Kindred Nursing Centers East, L.L.C., Medline Industries, Inc., Healthcare Services Group, Inc., Kirk F. Hebert, Signature Healthcare, LLC, Express Courier, and Result Group, Inc. The Bankruptcy Court approved the Committee’s retention of Bass, Berry & Sims PLC as counsel to the Committee on July 5, 2016 (Docket No. 254) and financial adviser, Cohn Reznick, LLP, by motion filed June 15, 2016 (Docket No. 167)(pending approval).

**v. *Patient Care Ombudsmen***

Pursuant to 11 U.S.C. § 333, the United States Trustee appointed Laura E. Brown as the patient care ombudsmen in the Chapter 11 Cases (Docket No. 112). Ms. Brown is the State Long-Term Care Ombudsman for the Tennessee Commission on Aging and Disability. Her first report was filed with the court on August 1, 2016 (Docket No. 367). Since the commencement of these Chapter 11 cases, there have been no noted decline in the quality of resident care at any of the Facilities.

**vi. *Claims Bar Date Order***

By order dated June 9, 2016 (Docket No. 137), the Bankruptcy Court set September 6, 2016 as the general deadline for filing all claims against any of the Debtors, including administrative claims under 11 U.S.C. § 503(b)(9). By subsequent Amended Order entered June 21, 2016 (Docket No. 185), the deadline for filing government claims was extended to November 2, 2016.

**vii. *Sale of Vanguard of Crestview, LLC Long Term Care Facility***

The Court has approved the terms of the Asset Purchase Agreement dated February 29, 2016 of substantially all of its assets of Crestview for the purchase price of \$2.7 million to Skyline Health Care, LLC by order entered August 1, 2016 (Docket No 363). This sale was closed on or about August 31, 2016 and a separate liquidating plan is being filed on behalf of this entity.

**viii. *Assumption of Evergreen Contracts***

The Debtors own and operate long-term care facilities that provide rehabilitation and skilled-nursing for patients recovering from surgery, illness or injury. In order to staff the Debtors' facilities and provide needed care for patients, thirteen of the Debtors have entered into Therapy Management Services Agreements dated March 30, 2016 effective as of January 1, 2016 (collectively, the "Therapy Services Agreements"), with Evergreen Rehabilitation LLC ("Evergreen") pursuant to which Evergreen has agreed to provide such Debtors, inter alia, licensed/certified physical therapists, occupational therapists and speech-language pathologists to provide therapy to the skilled nursing facility residents or home health agency patients, as well as administration and supervision of such therapy services at such Debtors' facilities pursuant to the terms of the Therapy Services Agreements for an initial period ending December 31, 2018. The Therapy Services Agreements are executory contracts as defined in Bankruptcy Code § 365.

Evergreen is party to Therapy Services Agreements with all of the Debtors that operate facilities with the exception of The Palace. Additionally no agreements exist between Evergreen and Vanguard Healthcare, Vanguard Healthcare Services, Vanguard Financial Services, and Elderscript.

The terms of the Therapy Services Agreements require, among other things, that the Debtors pay Evergreen for the services provided thereunder within sixty days of receipt of an invoice from Evergreen. The Debtors and Evergreen have reconciled the pre-petition non-priority unsecured claims held by Evergreen against the Debtors as of the Petition Date for

amounts owing but unpaid under the Therapy Services Agreements, which total, in the aggregate, \$1,848,290.76.

The Debtors propose to assume these contracts and cure the amount owed by equal payments over a period of six months following the Effective Date of the Plan.

*ix. Assumption of Insurance Policies*

In 2001, BHC-LTC Insurance Ltd. (the "Insurer") was formed under the Companies Laws of the Cayman Islands and was capitalized consistent with existing regulatory requirements<sup>3</sup>. The Insurer is not a subsidiary of any of the Debtors, and is wholly-owned by Brentwood Holding Company, LLC (the "Owner"). William D. Orand, directly or indirectly controls 50%, and Ervin General Partnership holds the remaining interest.

Since its formation, the Insurer has insured the Debtors pursuant to the terms of Healthcare Professional Liability - Claims Made and Healthcare General Liability - Claims Made policies for Long Term Care Facilities. Copies of such policies for 2013 through 2016 (each an "Insurance Policy," collectively, the "Insurance Policies") are attached to the Debtors Motion to Assume Insurance Policies as Exhibit A (Docket No. 244).

The Debtors' decision to obtain professional and general liability insurance from the Insurer has resulted in several distinct business advantages. First, the Debtors have realized substantial cost savings through use of the captive model. The model itself provides a greater level of premium management and a higher degree of cost-certainty for the Debtors' businesses. In an industry beset by skyrocketing coverage costs, the Debtors estimate that their annual premiums have increased no more than five percent (5%) over the last several years as compared to industry-wide increases of up to twenty percent (20%) for similar coverage brokered on the open insurance market.

Second, the ongoing and long-standing relationship between the Insurer and the Debtors means that coverage will remain available to the Debtors at a stable cost. Arguably, and based on the Debtors' experience, replacement coverage for identical products is not available in the marketplace. To the extent similar coverage may be available, obtaining new policies would be cost-prohibitive. Notwithstanding the long-standing relationship with its Insurer, the Debtors have continued to test the market in order to evaluate their insurance options. The first barrier to locating alternative insurance coverage is the insurance underwriting process. Due to the nature and size of the Debtors' businesses, experience has shown it is nearly impossible to obtain an accurate, realistic quote for alternative coverage without submitting to an exhaustive and expensive underwriting process. After engaging in such a process, and assuming that a similar

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<sup>3</sup> Additionally, the Debtors are subject to various regulatory and contractual requirements in the states in which they operate. In particular, certain states require, either directly or through the use of managed care contracts for Medicaid patients, minimum amounts of insurance coverage before the Debtors may be permitted to serve those Medicaid patients. Additionally, the Debtors have multiple managed care contracts pursuant to which they provide services to patients with private insurance, any many of those managed care contracts also require that minimum amounts of insurance coverage be maintained. The Insurer has consistently provided the Debtors the required level of coverage to satisfy these regulatory and contractual requirements.

product is available, based on the information available to them, the Debtors estimate that the premium cost would be double that currently paid to the Insurer.

Finally, over the last fifteen years, the Insurer and the Debtors have established a comprehensive and centralized claims management system that allows the Debtors to effectively manage their covered litigation. The Debtors have used a single firm to coordinate, manage, litigate and when appropriate, settle, nearly all covered claims. The result has been the accumulation of a vast amount of institutional knowledge, and the establishment of ingrained, integrated processes and procedures that have resulted in the resolution of nearly all claims within policy limits. The continuation of the existing claims management function is critical to the Debtors' ongoing operations. The relationship between the Debtors and the Insurer is central to this function.

As of the Date of Filing, one or more of the Debtors were defendants in excess of twenty open litigation matters that are covered by the Insurance Policies. While certain of those matters were resolved under the terms of pre-petition agreements (the "Settlement Agreements"), they are not concluded due to the Debtors' ongoing settlement obligations, including payment of the remaining required settlement payments. If the Debtors fail to satisfy their ongoing obligations, it is likely the Debtors will face numerous requests for relief from stay wherein litigants will ask the Court to allow them to revive the underlying litigation to pursue amounts that greatly exceed the amounts due under the prior settlements, and in some cases, amounts well in excess of policy limits. A list of the Debtors' Settlement Agreements and a description of the Debtors' remaining obligations thereunder are attached to the Debtors' Motion to Assume Insurance Contracts as Exhibit B (Docket No. 244).

Prior to the Date of Filing, pursuant to the Insurance Policies, the Insurer was providing payment for the Debtors' cost of defense on covered litigation matters and to make payments due under the Settlement Agreements. Subsequent to the Date of Filing, at the direction of the Debtors, the Insurer suspended payments to allow the Committee and the Court to consider the Debtors' Motion to Assume Insurance Policies.

Prior to the Petition Date, the Debtors fell behind on the premium payments due on the Insurance Policies. As of the Petition Date, the Debtors owed the Insurer \$1,596,577.04, for the premium for the 2015 Insurance Policy.<sup>4</sup> Notwithstanding the Debtors' failure to pay the required premiums, the Insurer has continued to provide insurance coverage to the Debtors. The Insurer cannot further maintain coverage without the Debtors' assumption of their obligations under the Insurance Policies, including the payment of past-due premiums.

Continuing the Debtors' claims management system and preserving the Insurance Policies will benefit the Debtors, their creditors, and estates by assisting the Debtors in emerging from Chapter 11 expeditiously and with only a limited number of unresolved litigation claims. The Debtors must assume their Insurance Policies and satisfy the amounts due and owing to the

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<sup>4</sup> The Insurer also previously provided Debtors' worker's compensation insurance and medical stop loss insurance. The Debtors owe the Insurer \$1,059,497.32 in unpaid premiums on prior worker's compensation insurance policies and \$1,339,860.80 in unpaid premiums on prior medical stop loss insurance policies. The Insurer no longer issues such policies to the Debtors; accordingly, the Debtors are not seeking permission to pay any amount of those obligations at this time.

Insurer to maintain the benefits of such policies. Assuming the Insurance Policies is particularly important as these are claims made policies, and the Debtors have few options to insure the existing claims other than the Insurance Policies.

To cure their default, Debtors filed a motion to assume the Insurance Policies that was set for hearing on July 26, 2016. By Agreed Order entered August 17, 2016 (Docket No. 399), the Debtors agreed to limit the assumption to the Insurance Policy for 2016 and to defer the assumption of the remaining policies to the confirmation of the Debtors' Plan. Under the Plan, the Debtors propose to assume the prior policies and cure existing defaults by increasing the monthly payments to the Insurer after the Effective Date of the Plan from \$157,382.33 per month to \$300,000 per month until the outstanding amounts due under the Insurance Policies are paid in full. This increase in monthly payments would continue after the Effective Date of the Plan until all past due amounts have been paid.

***x. Order Authorizing the Payment of Patient Refunds***

The Debtors obtained an order entered June 29, 2016 (Docket No. 231) authorizing the payment of patient refunds in the ordinary course of the Debtors business. During the course of the Debtors' operations of the Facilities, patients may overpay for services. At the Date of Filing, the Debtors' estimated that approximately 100 patients were due refunds in the total amount of approximately \$130,000. These payments have been made by the Debtors.

***xi. Termination of Bond for Patient Accounts and Utility Deposits***

The Debtors have bonds issued by International Fidelity Insurance Company ("IFIC") assuring the Debtors obligations regarding their possession, control and management of money owned by patients of the Debtors and obligations to local utilities for utility bills (the "Bonds"). IFIC has filed a motion requesting relief from stay to terminate its obligations as a surety for future claims under the Bonds (Docket No. 261). By Agreed Order entered August 25, 2016 (Docket No. 417), the Bonds were terminated and the Debtors have obtained an alternative bonding source.

***xii. Assumption of Provider Agreements***

On August 15, 2016, the Debtors filed a motion to assume all Medicare and Medicaid Provider Agreements and cure the defaults in the amount of approximately \$348,507.30. This motion was approved by the entry of an Order entered September 12, 2016 (Docket No. 487). The cure payment has since been made to the government.

### **III. SUMMARY OF ASSETS**

The assets for each Debtor were listed in the Schedules filed with the Court on May 25, 2016. The assets consist primarily of inventory and accounts associated with the operation of each Facility. Most of the Debtors own no real estate, but instead lease the premises from the various entities identified with the summary of each Debtor found in Article II.A above, and by virtue of a lease purchase option within each lease have the option to purchase the property from the landlord upon any sale of a Facility. If there is a sale, it is typical that the

accounts will not be sold, and thus these revenues will be available to pay accrued expenses and the secured debt for the Facility. The exception is that the following four Debtors own the real estate where the Debtors operate their respective Facility: Crestview, Manchester, Eldercare and Poplar Point.

Included in the Schedules for Vanguard Healthcare are two claims as follows:

- i.* Counterclaim against Kindred Nursing Centers East and Kindred Healthcare Operating, Inc. asserted in pending litigation in Williamson County, TN, Case No. 2014-535 in the amount of \$26 million.
- ii.* Claim against Signature Healthcare, LLC for breach of contract in the amount of \$2,319,000.

These claims relate to the assumption of the Medicare Provider Agreement for the facilities owned by a subsidiary of Vanguard Healthcare known as 2013 First Leaseco, LLC. The rights to both of these claims will be retained by Vanguard Healthcare as a Reorganized Debtor under the Plan and are asserted to offset claims that have, or may be asserted, against Vanguard Healthcare.

#### **IV. SUMMARY OF LIABILITIES**

##### **A. Secured Debt.**

###### *i. Healthcare Financial Solutions*

The secured debt owed to Healthcare Financial Solutions (“HFS”) is secured by a lien on all of the assets of the Debtors and all of the real property on which each Facility operates. The documents evidencing this secured debt is summarized as follows:

Revolving Loan. The Debtors are each obligated to HFS under a revolving credit facility pursuant to that certain Credit Agreement dated as of July 31, 2012. As of the Date of Filing, the aggregate principal amount of the Revolving Loan was approximately \$5,990,766.92 plus accrued and accruing interest, fees, expenses, attorneys’ fees and costs.

Term Loan. The Debtors and certain other entities that own the real property where the Facilities are located are obligated to HFS under a term loan credit facility provided pursuant to that certain Credit Agreement dated as of July 29, 2011. As of the Date of Filing, the Debtors the aggregate principal amount of the Term Loan was approximately \$73,912,238.33, plus accrued and accruing interest, fees, expenses, attorneys’ fees and costs.

###### *ii. Amerisource Bergen*

Elderscript is indebted to AmerisourceBergen Drug Corporation (“AmerisourceBergen”) as evidenced by a Prime Vendor Agreement dated January 1, 2011 (as the same may have been amended and/or modified from time to time, and together with any other documents or instruments evidencing the obligations of Elderscript to AmerisourceBergen,

under which, inter alia, Elderscript granted AmerisourceBergen a security interest in all of its inventory and accounts and proceeds and products thereof. The Debtors acknowledge that AmerisourceBergen holds a pre-petition secured claim in the aggregate amount of approximately \$657,061.42, which is junior in priority to the security interests granted to secure the HFS Allowed Secured Claim. Approximately \$373,852 of this debt is entitled to administrative priority under § 503(b)(9) of the Bankruptcy Code. This amount has been paid by the Debtors during the pendency of this case.

## **B. Priority Debt.**

Priority claims that may exist are as follows: (i) employee wages and benefits that were unpaid as of the Petition Date, (ii) unpaid tax obligations entitled to priority under 11 U.S.C. § 507(b), (iii) unpaid U.S. Trustee fees accrued during the Chapter 11 Cases, (iv) unpaid administrative priority expenses allowed pursuant to § 503(b)(9) for goods delivered to any of the Debtors within twenty days of the Date of Filing, and (v) unpaid operating expenses and professional fees incurred after the Date of Filing. By order entered May 11, 2016 (Docket No. 42), permission was given by the Bankruptcy Court to pay all of the employee wages and benefits that were unpaid as of the Date of Filing. Accordingly the priority claim for these wages and benefits have been satisfied. The Debtors were generally current in the payment of tax claims and thus do not anticipate any significant priority tax claims to be paid under the Plan.

The only significant priority claim that is likely to exist will be administrative priority claims under § 503(b)(9). The largest of these is believed to be the claim of AmerisourceBergen for the delivery of medical drugs and supplies to Elderscripts in the amount of approximately \$373,000, which has now been paid. Any remaining § 503(b)(9) expenses will be paid on the Effective Date of the Plan.

The largest category of administrative expenses will be for the post-petition professionals of the Debtors and the Committee. As of the filing of this Disclosure Statement, the following fees and expenses have been allowed for services through July/August 2016:

<u>Professional</u>	<u>Fees and Expenses</u>	<u>Services</u>
Bradley	\$425,172.90	Bankruptcy counsel
Baker Donelson	\$448,017.71	Special litigation counsel
Bass Berry & Sims	\$167,881.40	Committee counsel
Cohen Reznick	\$222,279.46	Committee financial advisers
Total	\$1,263,351.47	

Pursuant to the Cash Collateral Order entered June 16, 2016 (Docket No. 168), as extended by Agreed Order entered October 19, 2016 (Docket No. 590), a Fee Reserve was set up to provide for the payment of professional fees. The amount of this Fee Reserve is projected to

be funded through December 31, 2016 with sufficient funds to pay these administrative fees and expenses in full, provided it is anticipated that the Debtors will need to provide additional funding into the Fee Reserve account in December in order to pay additional fees and expenses that may be allowed for services incurred during the periods following the services of the above fees and expenses.

**C. Unsecured Debt.**

***i. General Unsecured Claims***

The Debtors' undisputed unsecured debt, as reflected on the Debtors' Schedules and filed proofs of claims, are as follows:

Debtor	Undisputed Trade Debt	Administrative Claims	Disputed Personal Injury Claims	Cure Claims for Assumed Contracts	Gov't False Claim Act
Vanguard Healthcare	\$2,628,005.03	\$38,071.95	\$10,592,9777		\$56,545,506
Vanguard Healthcare Services	\$2,205,148.06	\$8,531.38	\$3,432,000	\$20,997.72	\$58,731,516
Vanguard Financial Services	\$172,450.97		\$2,589,000	\$51,806.97	\$58,731,516
Aurora Australis	\$651,335.36	\$15,859.71	\$917,977	327,450.10	
Boulevard Terrace	\$709,874.98	\$31,347.86	\$750,000	\$249,749.71	\$8,722,008
Eldercare of Jackson County	\$459,065.79	\$22,903.43	\$750,000	\$348,358.01	
Elderscript Services	\$1,140,882.05	\$387,015.85	\$1,443,000	\$59,369.26	\$58,731,516
Glen Oaks	\$994,767.47	\$28,331.48	\$198,000	\$304,604.45	\$12,582,366
Palace RBS	\$629,739.39		\$1,500,000		
Shady Lawn	\$131,394.91	\$22,820.12		\$251,772.67	
Vanguard of Ashland	\$651,041.55	\$9,852.05		\$187,646.69	
Vanguard of Church Hill	\$192,153.02	\$34,970.37	\$500,000	\$374,513.76	
Vanguard of Manchester	\$319,473.88	\$45,479.11	\$1,713,000	\$406,865.35	\$385,968
Vanguard of Ripley	\$797,374.54	\$8,256.68		\$146,272.42	
Vicksburg Convalescent	\$147,736.53	\$11,472.62		\$261,097.96	
Whitehall OpCo	\$553,179.64	\$37,871.49		\$922,008.22	
Total	\$12,664,482.72	\$732,859.24		\$4,297,935.99	

Some of the larger claims are claims from executory contracts and unexpired leases and accordingly, to the extent such contracts are assumed and assigned, the prepetition claims will be paid in full promptly following the assumption of those contracts. See discussion of the assumption of the Evergreen contracts and the Insurance Policies in Article II.E.viii and ix above.

***ii. Personal Injury Claims***

As of the commencement of these Chapter 11 cases, there were pending over 30 cases that had been filed against various Debtors asserting either personal injury, wrongful death or employment related claims. Liability on all of these claims are disputed. These matters were being handled by attorneys at Baker Donelson in Nashville, TN prior to the commencement of these Chapter 11 cases and this firm has been retained as special counsel for the Debtors to continue this legal representation in these matters.

The personal injury claims are all covered by insurance provided by BHC-LTC Insurance Ltd., which is directly and indirectly controlled by William D Orand and Jere Ervin, the controlling owners of Vanguard Healthcare. This insurance company was formed under the Companies Laws of the Cayman Islands pursuant to applicable laws and regulations and has enabled the Debtors to establish a comprehensive and centralized claims management system that allows the Debtors to effectively manage their covered litigation. The result has been the accumulation of a vast amount of institutional knowledge, and the establishment of ingrained, integrated processes and procedures that have resulted in the resolution of nearly all claims within policy limits.

The Debtors have obtained Court permission to assume the current year insurance policy by order entered August 17, 2016 (Docket No. 399). The assumption of the remaining policies was deferred until the confirmation of this Plan. The personal injury claims that have been asserted against the Debtors are summarized in Article II.E.ix above. It is the Debtors' hope that by assuming the Insurance Policies, the Debtors will have no further obligation to the personal injury claimants, with the exception of any amounts that are allowed in excess of the policy limits. To date, the Debtor has been able to settle within the policy limits and thus no additional amounts are scheduled under the Plan for these claims. To the extent a claim is determined to exceed the policy limits, the surplus amount will be paid over a period of seven years in the same manner as other Class 5 Allowed Claims under the Plan.

***iii. Claims Under the False Claims Act***

The United States, on behalf of the U.S. Department of Health and Human Services ("HHS"), and the State of Tennessee, have filed claims against certain Debtors as follows:

<u>Debtor</u>	<u>Proof of Claim</u>
Vanguard Healthcare, LLC	\$56,545,506
Vanguard Healthcare Services, LLC	\$58,731,516
Vanguard Financial Services, LLC	\$58,731,516
Elderscript Services, LLC	\$58,731,516
Vanguard of Manchester, LLC	\$385,968
Boulevard Terrace, LLC	\$8,722,008
Glen Oaks, LLC	\$12,582,366

The Debtors dispute these claims and expect a long process before any determination will be made on the amounts asserted against the applicable Debtors. In the interim, the claim of HHS and TennCare will be placed in a separate class under the proposed plan of reorganization for each affected Debtor. It is the Debtors' belief that whatever amount may be allowed for these claims, that the affected Debtors will be able to satisfy those claims over a period of seven years.

***iv. Lease Claims of Property Companies.***

The real property leases between the Debtors and the respective landlords have rent provisions that determine the applicable rent to be the "Debt Service Rent" required to be paid to HFS. Thus the payment of the debt obligations to HFS satisfies the rent obligations to the landlords. In addition to the Debt Service Rent, however, there are additional rent obligations owing to the landlords defined as "Landlord Rent". The right of these landlords to receive the Landlord Rent, however, is subordinated to the HFS Allowed Secured Claim, and accordingly, the Debtors have not made any additional rent payments to the landlords for several years leading up to the Date of Filing. The Debtors anticipate resolving these obligations through restructured leases with the landlords to be entered into prior to the confirmation of the Debtors' Plan.

***v. Intercompany Debt***

The management of the Debtors allocate obligations paid from the consolidated bank accounts held at Vanguard Financial Services based on allocations that have were originally provided in the secured loan documents in existence before HFS became the lender. These allocations are reflected on internal financial statements for the Debtors, but are zeroed out on the consolidated tax returns. Furthermore, the payment of operating expenses of a particular Debtor when the revenues of that Debtor do not exceed its debt requirement, are advanced by

Vanguard Healthcare from surplus funds on deposit in the consolidated bank account. These advances are deemed to be equity advances by the parent entity, Vanguard Healthcare, and are not evidenced by debt instruments that accrue interest. The Plan does not provide for any payment of these intercompany allocations.

## **V. LIQUIDATION ANALYSIS**

For the Bankruptcy Court to approve the Plan, a determination may be necessary that the Plan will provide to each creditor or equity security holder an amount, as of the Effective Date of the Plan, that is not less than the value of the property that each such creditor would receive or retain if all of the assets of the Debtors were sold and the proceeds thereof were distributed under Chapter 7 of the Bankruptcy Code.

In Article II.A above, the values for each of the Debtors' Facilities are listed. These are all based on appraisals done as of July 28, 2015 by HealthTrust, LLC. These values are summarized on the attached Exhibit B. :

The values were "as is" and assumed a twelve month sale period. Based on these values, there is sufficient value in the Facilities to pay all secured and unsecured claims in full.

No appraisal was done for the management companies and Elderscripts, but based on offers to purchase, the Debtors believe that Elderscripts has a value of at least \$8 million. The value of the management companies, other than the equity value that Vanguard Healthcare has for the ownership of the operating Debtors, would be negligible.

Based on this information, the Debtors assert that the consolidated Plan proposed by the Debtors is in the best interest of creditors and the equity holders. By consolidating the payment of the secured debt owed to HFS and the allowed claims of the unsecured creditors in Class 5, the Debtors are able to pay the claims of some of the marginal entities in full with interest. If the Debtors were each liquidated separately, the Allowed Secured Claim of HFS totaling approximately \$80 million would overwhelm the values of each individual Debtor. Even if the liquidation of the Debtors were marshalled, the last of the Debtors to be sold would be the only Debtors to generate sufficient revenue to pay the unsecured claims in full. This would not be fair to those creditors of Debtors sold first. Further a liquidation under Chapter 7 would incur transaction costs to complete the sale of at least ten percent of the value and such a forced liquidation, even as going concerns over twelve months, would not guarantee full value to the creditors and equity holders.

## VI. SUMMARY OF PLAN

**THE FOLLOWING IS A SUMMARY OF SOME OF THE SIGNIFICANT ELEMENTS OF THE PLAN. THE SUMMARY OF THE PLAN CONTAINED HEREIN IS QUALIFIED IN ITS ENTIRETY BY REFERENCE TO THE MORE DETAILED INFORMATION SET FORTH IN THE PLAN.**

The Plan is a combination of multiple plans, one for each Debtor, summarized as follows:

*i. Classification of Claims.*

There are five Classes of Claims and one Class of equity interest as follows:

Class 1. The Secured Claim of Healthcare Financial Solutions, LLC

Class 2. The Secured Claim of AmerisourceBergen.

This Class only applies to Elderscripts Services.

Class 3. The Claims asserted by the United States on behalf of the Department of Health and Human Services and the State of Tennessee on behalf of TennCare, a Division of Health Care Finance & Administration.

This Class only applies to the following Debtors:

Vanguard Healthcare, LLC, Case No. 16-03296  
Vanguard Healthcare Services, LLC, Case No. 16-03297  
Vanguard Financial Services, LLC, Case No. 16-03298  
Elderscript Services, LLC, Case No. 16-03306  
Boulevard Terrace, LLC, Case No. 16-03302  
Glen Oaks, LLC, Case No. 03310  
Vanguard of Manchester, LLC, Case No. 16-03317

Class 4 The Claims asserted for damages from personal injuries or wrongful death that are covered by the Debtors' insurance policy with BHC-LTC Insurance Ltd.

Class 5 Unsecured Claims not otherwise in a Class herein

Class 6. The Interests of the Debtor

**ii. Treatment of Classes**

The Claims in each of the following Cases will be paid as follows:

Aurora Australis, LLC, Case No. 16-03300  
Eldercare of Jackson County, LLC, Case No. 16-03308  
Palace RBS, LLC, Case No. 16-03312  
Shady Lawn, LLC, Case No. 16-03313  
Vanguard of Ashland, LLC, Case No. 16-03314  
Vanguard of Church Hill, LLC, Case No. 16-03315  
Vanguard of Ripley, LLC, Case No. 16-03319  
Vicksburg Convalescent, LLC, Case No. 16-03321  
Whitehall OpCo, LLC, Case No. 16-03322

<b>Class</b>	<b>Impairment</b>	<b>Treatment</b>
<u>Class 1 – Healthcare Financial Services</u>	Impaired	<p>This Class consists of the secured claim of Healthcare Financial Services evidenced by the Revolving Loan and the Term Loan further described in Section IV.A.i above.</p> <p>Under the terms of the Plan, this claim will be allowed in the full amount, plus post-petition non-default interest, fees and expenses with interest at the floating rate equal to 90-day LIBOR, plus 425 bps. Certain fees will be payable as set forth in Section 5.01 of the Plan.</p> <p>The term of the Restructured Loan would be 36 months after the Effective Date, provided if an event of default under the loan documents for the Restructured Loan has not occurred, Borrowers would have (i) an option to extend the maturity of the Restructured Loan until 48 months after the Effective Date (at a non-default interest rate with a Spread of 475 bps, with a floor of 50 bps), and (ii) a further option to extend the maturity of the Restructured Loan until 60 months after the Effective Date (at a non-default interest rate with a Spread of 525 bps, with a floor of 50 bps).</p> <p>The Restructured Loan will contain further covenants and loan documents as set forth in Section 5.01 of the Plan and specific loan documents to be made available prior to the solicitation of votes on the Plan.</p>

<b>Class</b>	<b>Impairment</b>	<b>Treatment</b>
<u>Class 2</u> <u>AmerisourceBergen</u>	Impaired	Class 2 consists of the claims held by AmerisourceBergen, which is secured by a security interest in the accounts and inventory of Elderscript. This security interest is junior to the interests of Healthcare Financial Services in that same collateral, and thus AmerisourceBergen does not hold a Secured Claim pursuant to § 506(a). Accordingly the Allowed Claim of AmerisourceBergen (for the portion that is not determined to be an Administrative Expense) is to be paid as an Unsecured Claim in Class 5. To the extent that this Claim is determined to be a Secured Claim, the amount of the Secured Claim will be paid in full on the Effective Date of the Plan.
<u>Class 3</u> <u>Department of</u> <u>Health and Human</u> <u>Services and</u> <u>TennCare</u>	Impaired	<p>Class 3 shall consist of the claims asserted by the Department of Health and Human Services and TennCare. These claims are disputed and will not be allowed until the entry of a court order.</p> <p>Allowed Claims in Class 3 shall be paid by each applicable Debtor that incurred the liability in an amount equal to 100% of the Allowed Claim in fourteen (14) semi-annual installments paid with interest at the fixed rate of 4.5% over a period of seven (7) years with the first installment beginning on the later of (i) the Effective Date of the Plan, or (ii) the first day of the first full month following the determination of the Allowed Claim, and then semi-annually for seven (7) years thereafter. If under the terms of a settlement of any portion of a Claim in this Class can be paid without impairment to the payments of any other Class, then such payments can be accelerated upon notice to the Master Service List and Court approval.</p>
<u>Class 4</u> <u>Personal Injury</u> <u>Claims</u>	Impaired	Class 4 consists of all personal injury claims that are within the policy limits of that certain insurance provided by BHC-LTC Insurance Ltd with the Debtors in existence as of the Date of Filing. To the extent that an Allowed Claim is within the policy limits, it shall be paid in full by BHC-LTC Insurance Ltd. To the extent that an Allowed Claim exceeds the policy limits, the amount of the Allowed Claim that exceeds the policy limits will be paid by the Debtors in fourteen (14) semi-annual installments paid with interest at the fixed rate of 4.5% over a period of seven (7) years with the first installment beginning on the later of (i) the Effective Date of the Plan, or (ii) the first day of the first full month following the determination of the Allowed Claim, and then semi-annually for seven (7) years thereafter.

<b>Class</b>	<b>Impairment</b>	<b>Treatment</b>
<u>Class 5</u> <u>Unsecured Claims</u>	Impaired	<p>Class 5 shall consist of all Unsecured Claims that are not otherwise included in another Class herein. Unless earlier paid upon a sale of a Facility as provided under the Plan, Allowed Claims within this Class shall be paid in the aggregate amount equal to 100% percent of the Allowed Claim in fourteen (14) semi-annual installments paid with interest at the fixed rate of 4.5% over a period of seven (7) years with the first installment beginning on the later of (i) the Effective Date of the Plan, or (ii) the first day of the first full month following the determination of the Allowed Claim, and then semi-annually for seven (7) years thereafter.</p> <p>The payment of Unsecured Claims hereunder will be allocated to each applicable Debtor that incurred the liability, provided, except as otherwise provided herein, the aggregate liability in Class 5 will be assumed by each Debtor to the extent necessary to make the required payments to this Class. Additionally upon the sale of Whitehall, the Allowed Claims against that Debtor will be paid from the proceeds remaining after the closing of the sale and the distribution of the Release payment to HFS and the payment of Administrative Expenses and Priority Claims in the Whitehall case, <i>provided</i> to the extent that Allowed Claims remain unpaid after this distribution is made, such Allowed Claims will be paid as provided within this Class 5.</p> <p>Notwithstanding the previous paragraph, the aggregate of Allowed Claims held by any Creditor for any of the Debtors in this Class 4 in amount of \$500 or less and the aggregated of Allowed Claims in amount greater than \$500 for which the Creditor elects to reduce the aggregated of its Allowed Claims to the amount of \$500, shall be paid their Allowed Claim in full, without interest, on or before the Effective Date of the Plan. The election by the Creditor must be made on or before the date that Ballots are due by providing notice of the election to the Debtors.</p>
<u>Class 6 –Interests</u> <u>in the Debtor</u>	Not Impaired	The Interests of the Debtor will continue in the same amount as in existence as of the Date of Filing.

#### **A. Tax Consequences**

There are no known negative tax consequences created by the Plan. Distributions to creditors will be taxed in the same way that any payment by the Debtors to those creditors would have been taxed. In most instances, the payments will be taxable income to the creditor

for which the creditor may pay income taxes if its business expenses and deductions do not offset the amount of income received by that creditor.

## **B. Executory Contracts.**

Except for executory contracts or unexpired leases that are subject to a motion to reject filed prior to the Effective Date of the Plan or were otherwise rejected by court order entered prior to the Effective Date of the Plan, all defaults under executory contracts and unexpired leases that remain in existence as of the Effective Date of the Plan shall be deemed cured and the agreements will be assumed as of the Effective Date of the Plan.

Specifically included in the assumption of executory contracts will be (i) the existing provider agreements with the Debtors and the Centers for Medicare & Medicaid Services and the relevant state Medicaid authorities further described in Docket No. 393 and assumed by Order entered September 12, 2016 (Docket No. 487), (ii) the insurance policies with BHC-LTC Insurance Ltd. further described in Docket No. 244, (iii) the agreements with Evergreen Rehabilitation LLC further described in Docket No. 174, . (iv) any equipment leases for copiers or other operating equipment, and (v) all management agreements associated with each of the Debtors' facilities. A listing of known executory contracts is attached hereto as Exhibit C.

Regarding the BHC-LTC Insurance Ltd policies, the Debtors will cure the amount due for policy year 2015 in the amount of \$1,596,577.04 by payments in an amount equal to \$150,000 per month to be applied until all past due amounts are paid in full. The premiums for all other policy years are paid in full.

The cure amount for any executory contract will be either (i) the amount asserted by the contract party as being past due on a proof of claim filed on or before the Confirmation, (ii) the amount determined by the Court upon any objection to the proof of claim that may be filed by the Debtors, or (iii) the amount stipulated by the Debtors and the contract party, with consent of the Committee.

## **C. Unexpired Real Property Leases**

The Debtors have the real property leases listed on Exhibit D-1, attached hereto. The leases associated with a Facility are further described in the discussion regarding that Facility in Section II.A above. The Debtors have negotiated new terms with certain third party landlords and will assume seven existing leases under the amended terms provided in Exhibit D-2, attached hereto. Additionally Vanguard Healthcare leases certain office space for its operations and four other Debtors lease the real property where their facility is located. These leases are current and no cure payment is required to assume those leases. A further description of the leases is provided in the Debtors' Omnibus Motion to Assume Unexpired Facilities Leases filed November 30, 2016 (Docket No. 670).

**D. Implementation of the Plan.**

The provisions relating to the implementation of the Plan are found in Article VIII of the Plan. The major provisions are as follows:

Unless the Debtors designate an earlier date, the Effective Date of the Plan will be the first day of the third full month after the entry of the Court order confirming the Plan.

Upon Confirmation, each Reorganized Debtor will retain all Property of that Debtor, including Causes of Action as defined in the Plan and will continue to be managed by Vanguard Healthcare with financial and employee benefit services provided by Vanguard Financial Services and Vanguard Healthcare Employee Benefits Plan, LLC. William D. Orand will continue to be the Chief Executive Officer of Vanguard Healthcare, John T. Fick will continue to be the Chief Financial Officer and Vicki L. Sherrard will continue to be the Chief Operations Officer.

After the Effective Date of the Plan, each Reorganized Debtor will have the power and authority to sell its assets and settle and compromise any Cause of Action (as defined in the Plan) or the allowance of any Claim without further notice or Court approval.

The Reorganized Debtor will file with the court an accounting and will seek the entry of a Final Decree as required under Bankruptcy Rule 3022 following the Effective Date of the Plan and the administration of the estate. During this period the Reorganized Debtor shall submit reports and pay quarterly fees to the U.S. Trustee as required by law.

Upon the Effective Date of the Plan, the Committee will terminate as to all of the Cases.

The Confirmation of the Cases shall effect a cure of any existing default under a contract or unexpired lease, and notwithstanding the provision of any lease or loan document that may survive the Confirmation, an event of default as to any Claim after Confirmation shall exist (i) as to any holder of a Claim in Classes 2, 3, 4 or 5 only if the Reorganized Debtor fails to make monetary payment when due under the Plan to an Allowed Claim and that default is not cured within fourteen (14) days following delivery of written notice of that default to the Reorganized Debtor as provided below, and (ii) as to Class 1, only upon an Event of Default specified for Class 1.

**Exculpation and Injunction provisions are provided in Article IX of the Plan. Subject to some exceptions, as long as there is no default under the Plan, the Plan will enjoin all parties, with the exception of Class 1, holding a Claim to be paid under the Plan from asserting against the Reorganized Debtor, Non-Debtor Borrowers (as defined in the Plan), each of their respective officers, directors, successors and assigns and each of their assets and properties, any claims or interests based upon any document, instrument, guaranty, or any act or omission, transaction or other activity of any kind or nature that relates to an Allowed Claim under the Plan.**

## VII. CONFIRMATION REQUIREMENTS

This Plan is a consolidation of plans for each Debtor. To confirm the Plan, the Court must, after notice provided by separate order, hold a hearing on the question of confirmation of the Plan for each Debtor. Any Creditor of any of the Debtors may object to confirmation of the Plan that applies to that Debtor and may appear at the confirmation hearing to prosecute such objection(s).

The requirements for confirmation of a Chapter 11 plan are set forth in detail in 11 U.S.C. § 1129. The following is a summary of the more notable requirements:

**a. Acceptance by Impaired Classes.** One of the requirements for a plan to be approved by the Court is for at least one class of impaired claimants must vote to accept the plan. 11 U.S.C. § 1129(a)(10). For a class to accept the plan, the plan must receive favorable votes from claimants within that class who hold at least two-thirds in dollar amount of the claims that vote and more than one-half (½) in number of the claims that vote. Only the amount and number of claims who actually submit a timely ballot are counted in determining the requisite number. All ballots will be due at a date established by the Court in the order approving this Disclosure Statement. This Debtors seek to obtain accepting classes for each Debtor Plan.

**b. Feasibility.** Additionally, the Court is required to find that confirmation of a plan is not likely to be followed by liquidation or the need for further financial reorganization of the Debtor. 11 U.S.C. § 1129(a)(11). In short, the Court must find that the plan adequately addresses the needs for reorganization and that it is likely that the reorganized entity will be able to perform pursuant to the Plan. A finding by the Court that a plan meets these requirements is not a guarantee that the plan will be fully performed.

The financial statement attached hereto as Exhibit E projects the consolidate cash flow of the Reorganized Debtors' operations following the Effective Date of the Plan. This projection is believed to be a conservative projection of cash flow during the term of the Plan and is consistent with the revenues and operating expenses realized by the Debtors during the twelve months ending September 2016. See collective Exhibit A.

**c. Liquidation Test.** As discussed in Article V above, the Plan must pay to each class that has not accepted the Plan an amount determined as of the Effective Date of the Plan that is not less than the amount a claimant within would receive or retain if the Debtors were liquidated under Chapter 7 of the Bankruptcy Code. 11 U.S.C. § 1129(a)(7). As pointed out in Article V, a liquidation would involve more costs of the sale of the assets and in respect to some Debtors may result in less than full payment. See Article V for a complete discussion of the Debtors' liquidation analysis.

**d. "Cramdown" Provisions.** If an impaired class does not vote to accept a plan, as discussed in paragraph a above, the Court may still confirm the plan if the Court determines that the plan treatment of the class of claims rejecting the plan is fair and equitable and does not discriminate unfairly. 11 U.S.C. § 1129(b). The Debtors intends to invoke these "cramdown" provisions should any class of impaired claims fail to accept the Plan.

The Debtors believes that with respect to each class, the Plan as to each Debtor is fair and equitable and does not discriminate unfairly.

November 30, 2016.

VANGUARD HEALTHCARE, LLC  
VANGUARD HEALTHCARE SERVICES, LLC  
VANGUARD FINANCIAL SERVICES, LLC  
AURORA AUSTRALIS, LLC  
BOULEVARD TERRACE, LLC  
ELDERSCRIPT SERVICES, LLC  
ELDERCARE OF JACKSON COUNTY, LLC  
GLEN OAKS, LLC  
PALACE RBS, LLC  
SHADY LAWN, LLC  
VANGUARD OF ASHLAND, LLC  
VANGUARD OF CHURCH HILL, LLC  
VANGUARD OF MANCHESTER, LLC  
VANGUARD OF RIPLEY, LLC  
VICKSBURG CONVALESCENT, LLC  
WHITEHALL OPCO, LLC

By: */s/ William D. Orand*

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William D. Orand  
Chief Executive Officer

*/s/ William L. Norton, III*  
\_\_\_\_\_  
William L. Norton, III  
James B. Bailey (*pro hac vice*)  
BRADLEY  
1600 Division St., Suite 700  
Nashville, Tennessee 37203  
(615) 252-2397  
bnorton@bradley.com  
jbailey@bradley.com

*Attorneys for Debtor*

Vanguard Healthcare, LLC  
Summary

For the Nine Months Ending Friday, September 30, 2016

	TTM September 2016
NET ROUTINE REVENUES	107,836,859
TOTAL OTHER REVENUES	4,927,247
TOTAL PHARMACY REVENUES	12,410,474
TOTAL REVENUE	125,174,580
COST OF GOODS SOLD	7,837,944
TOTAL LABOR RELATED EXPENSES	57,229,221
TOTAL OTHER EXPENSES	54,631,613
TOTAL OPERATING EXPENSES	111,860,834
TOTAL OPERATING INCOME	5,475,803
TOTAL NON-OPERATING EXPENSES	1,613,977
EXTRAORDINARY ITEMS	(86,254)
EBITDAR	3,948,079
TOTAL BEDS IN FACILITY	1,593
AVAILABLE PATIENT DAYS PER YEAR	583,038
ACTUAL PATIENT DAYS	440,102
AVERAGE DAILY CENSUS	1,202
OCCUPANCY %	75.48%

Vanguard Healthcare, LLC  
VHC

For the Nine Months Ending Friday, September 30, 2016

	TTM
	September 2016
TOTAL LABOR RELATED EXPENSES	27,996
TOTAL OTHER EXPENSES	74,429
TOTAL OPERATING EXPENSES	<u>102,425</u>
TOTAL OPERATING INCOME	<u>(102,425)</u>
TOTAL NON-OPERATING EXPENSES	134,052
EXTRAORDINARY ITEMS	52,208
EBITDAR	<u><u>(184,269)</u></u>

Vanguard Healthcare, LLC  
VHS

For the Nine Months Ending Friday, September 30, 2016

	TTM September 2016
TOTAL OTHER REVENUES	1,094
TOTAL REVENUE	<u>1,094</u>
TOTAL LABOR RELATED EXPENSES	608,576
TOTAL OTHER EXPENSES	<u>2,361,116</u>
TOTAL OPERATING EXPENSES	<u>2,969,692</u>
TOTAL OPERATING INCOME	<u>(2,968,597)</u>
TOTAL NON-OPERATING EXPENSES	785,374
EBITDAR	<u><u>(3,753,971)</u></u>

Vanguard Healthcare, LLC

VFS

For the Nine Months Ending Friday, September 30, 2016

	TTM
	September 2016
TOTAL OTHER REVENUES	2,078,625
TOTAL REVENUE	<u>2,078,625</u>
TOTAL LABOR RELATED EXPENSES	1,925,814
TOTAL OTHER EXPENSES	2,168,798
TOTAL OPERATING EXPENSES	<u>4,094,612</u>
TOTAL OPERATING INCOME	<u>(2,015,987)</u>
TOTAL NON-OPERATING EXPENSES	135,880
EBITDAR	<u><u>(2,151,868)</u></u>

Vanguard Healthcare, LLC

Aurora

For the Nine Months Ending Friday, September 30, 2016

	TTM
	September 2016
NET ROUTINE REVENUES	8,491,269.53
TOTAL OTHER REVENUES	286,540.25
TOTAL REVENUE	8,777,809.78
TOTAL LABOR RELATED EXPENSES	3,950,130
TOTAL OTHER EXPENSES	3,310,341
TOTAL OPERATING EXPENSES	7,260,471
TOTAL OPERATING INCOME	1,517,338
TOTAL NON-OPERATING EXPENSES	55,203
EBITDAR	1,462,135
TOTAL BEDS IN FACILITY	120
AVAILABLE PATIENT DAYS PER YEAR	43,920
ACTUAL PATIENT DAYS	37,052
AVERAGE DAILY CENSUS	101
OCCUPANCY %	84.36%

Vanguard Healthcare, LLC  
Boulevard Terrace

For the Nine Months Ending Friday, September 30, 2016

	TTM
	September 2016
NET ROUTINE REVENUES	5,793,839
TOTAL OTHER REVENUES	27,155
TOTAL REVENUE	5,820,994
TOTAL LABOR RELATED EXPENSES	3,103,080
TOTAL OTHER EXPENSES	2,903,222
TOTAL OPERATING EXPENSES	6,006,302
TOTAL OPERATING INCOME	(185,308)
TOTAL NON-OPERATING EXPENSES	42,532
EBITDAR	(227,839)
TOTAL BEDS IN FACILITY	100
AVAILABLE PATIENT DAYS PER YEAR	36,600
ACTUAL PATIENT DAYS	23,713
AVERAGE DAILY CENSUS	65
OCCUPANCY %	64.79%

Vanguard Healthcare, LLC  
Eldercare

For the Nine Months Ending Friday, September 30, 2016

	TTM
	September 2016
NET ROUTINE REVENUES	10,015,368
TOTAL OTHER REVENUES	438,507
TOTAL REVENUE	10,453,875
TOTAL LABOR RELATED EXPENSES	4,239,145
TOTAL OTHER EXPENSES	4,208,178
TOTAL OPERATING EXPENSES	8,447,324
TOTAL OPERATING INCOME	2,006,552
TOTAL NON-OPERATING EXPENSES	84,641
EBITDAR	1,921,911
TOTAL BEDS IN FACILITY	120
AVAILABLE PATIENT DAYS PER YEAR	43,920
ACTUAL PATIENT DAYS	38,732
AVERAGE DAILY CENSUS	106
OCCUPANCY %	88.19%

Vanguard Healthcare, LLC  
Elderscripts

For the Nine Months Ending Friday, September 30, 2016

	TTM
	September 2016
TOTAL OTHER REVENUES	242,274
TOTAL PHARMACY REVENUES	12,410,509
TOTAL REVENUE	12,652,782
COST OF GOODS SOLD	7,837,944
TOTAL LABOR RELATED EXPENSES	1,678,874
TOTAL OTHER EXPENSES	1,984,037
TOTAL OPERATING EXPENSES	3,662,911
TOTAL OPERATING INCOME	1,151,928
TOTAL NON-OPERATING EXPENSES	128,818
NET INCOME / LOSS	1,023,110

Vanguard Healthcare, LLC  
Glen Oaks

For the Nine Months Ending Friday, September 30, 2016

	TTM
	September 2016
NET ROUTINE REVENUES	6,973,455
TOTAL OTHER REVENUES	129,235
TOTAL REVENUE	7,102,690
TOTAL LABOR RELATED EXPENSES	3,655,221
TOTAL OTHER EXPENSES	3,235,865
TOTAL OPERATING EXPENSES	6,891,085
TOTAL OPERATING INCOME	211,605
TOTAL NON-OPERATING EXPENSES	59,390
EBITDAR	152,215
TOTAL BEDS IN FACILITY	136
AVAILABLE PATIENT DAYS PER YEAR	49,776
ACTUAL PATIENT DAYS	32,629
AVERAGE DAILY CENSUS	89
OCCUPANCY %	65.55%

Vanguard Healthcare, LLC  
Palace

For the Nine Months Ending Friday, September 30, 2016

	TTM September 2016
NET ROUTINE REVENUES	6,446,824
TOTAL OTHER REVENUES	160,606
TOTAL PHARMACY REVENUES	(34)
TOTAL REVENUE	6,607,395
TOTAL LABOR RELATED EXPENSES	2,532,811
TOTAL OTHER EXPENSES	3,231,463
TOTAL OPERATING EXPENSES	5,764,274
TOTAL OPERATING INCOME	843,121
TOTAL NON-OPERATING EXPENSES	70,718
EBITDAR	772,403
TOTAL BEDS IN FACILITY	119
AVAILABLE PATIENT DAYS PER YEAR	43,554
ACTUAL PATIENT DAYS	34,950
AVERAGE DAILY CENSUS	95
OCCUPANCY %	80.25%

Vanguard Healthcare, LLC

Shady Lawn

For the Nine Months Ending Friday, September 30, 2016

	TTM
	September 2016
NET ROUTINE REVENUES	6,795,196
TOTAL OTHER REVENUES	(665)
TOTAL REVENUE	<u>6,794,531</u>
TOTAL LABOR RELATED EXPENSES	3,265,919
TOTAL OTHER EXPENSES	2,420,106
TOTAL OPERATING EXPENSES	<u>5,686,026</u>
TOTAL OPERATING INCOME	<u>1,108,505</u>
TOTAL NON-OPERATING EXPENSES	70,739
EBITDAR	<u><u>1,037,766</u></u>
TOTAL BEDS IN FACILITY	100
AVAILABLE PATIENT DAYS PER YEAR	36,600
ACTUAL PATIENT DAYS	29,533
AVERAGE DAILY CENSUS	81
OCCUPANCY %	80.69%

Vanguard Healthcare, LLC  
Ashland

For the Nine Months Ending Friday, September 30, 2016

	TTM
	September 2016
NET ROUTINE REVENUES	5,111,896
TOTAL OTHER REVENUES	210,674
TOTAL REVENUE	5,322,570
TOTAL LABOR RELATED EXPENSES	2,233,998
TOTAL OTHER EXPENSES	2,180,332
TOTAL OPERATING EXPENSES	4,414,330
TOTAL OPERATING INCOME	908,240
TOTAL NON-OPERATING EXPENSES	8,799
EBITDAR	899,441
TOTAL BEDS IN FACILITY	60
AVAILABLE PATIENT DAYS PER YEAR	21,960
ACTUAL PATIENT DAYS	21,260
AVERAGE DAILY CENSUS	58
OCCUPANCY %	96.81%

Vanguard Healthcare, LLC  
Church Hill

For the Nine Months Ending Friday, September 30, 2016

	TTM September 2016
NET ROUTINE REVENUES	9,797,537
TOTAL OTHER REVENUES	439,888
TOTAL REVENUE	<u>10,237,426</u>
TOTAL LABOR RELATED EXPENSES	4,214,960
TOTAL OTHER EXPENSES	<u>3,910,936</u>
TOTAL OPERATING EXPENSES	<u>8,125,897</u>
TOTAL OPERATING INCOME	<u>2,111,529</u>
TOTAL NON-OPERATING EXPENSES	46,896
EBITDAR	<u><u>2,064,633</u></u>
TOTAL BEDS IN FACILITY	124
AVAILABLE PATIENT DAYS PER YEAR	45,384
ACTUAL PATIENT DAYS	41,846
AVERAGE DAILY CENSUS	114
OCCUPANCY %	92.20%

Vanguard Healthcare, LLC  
Manchester

For the Nine Months Ending Friday, September 30, 2016

	TTM
	September 2016
NET ROUTINE REVENUES	8,987,180
TOTAL OTHER REVENUES	106,752
TOTAL REVENUE	9,093,933
TOTAL LABOR RELATED EXPENSES	3,957,080
TOTAL OTHER EXPENSES	4,117,889
TOTAL OPERATING EXPENSES	8,074,969
TOTAL OPERATING INCOME	1,018,964
TAXES and PROPERTY INSURANCE	29,784
TOTAL NON-OPERATING EXPENSES	29,784
EBITDAR	989,180
TOTAL BEDS IN FACILITY	120
AVAILABLE PATIENT DAYS PER YEAR	43,920
ACTUAL PATIENT DAYS	34,274
AVERAGE DAILY CENSUS	94
OCCUPANCY %	78.04%

Vanguard Healthcare, LLC  
 Poplar Point

For the Nine Months Ending Friday, September 30, 2016

	TTM September 2016
NET ROUTINE REVENUES	9,219,231
TOTAL OTHER REVENUES	241,552
TOTAL REVENUE	9,460,783
TOTAL LABOR RELATED EXPENSES	5,293,710
TOTAL OTHER EXPENSES	5,001,164
TOTAL OPERATING EXPENSES	10,294,874
TOTAL OPERATING INCOME	(834,091)
TOTAL NON-OPERATING EXPENSES	149,312
EXTRAORDINARY ITEMS	(138,462)
EBITDAR	(844,940)
TOTAL BEDS IN FACILITY	169
AVAILABLE PATIENT DAYS PER YEAR	61,854
ACTUAL PATIENT DAYS	42,299
AVERAGE DAILY CENSUS	116
OCCUPANCY %	68.39%

Vanguard Healthcare, LLC  
Rest Haven

For the Nine Months Ending Friday, September 30, 2016

	TTM
	September 2016
NET ROUTINE REVENUES	3,627,069
TOTAL OTHER REVENUES	53,275
TOTAL REVENUE	<u>3,680,344</u>
TOTAL LABOR RELATED EXPENSES	1,804,861
TOTAL OTHER EXPENSES	1,668,333
TOTAL OPERATING EXPENSES	<u>3,473,195</u>
TOTAL OPERATING INCOME	<u>207,149</u>
TOTAL NON-OPERATING EXPENSES	8,703
EBITDAR	<u><u>198,446</u></u>
TOTAL BEDS IN FACILITY	60
AVAILABLE PATIENT DAYS PER YEAR	21,960
ACTUAL PATIENT DAYS	16,266
AVERAGE DAILY CENSUS	44
OCCUPANCY %	74.07%

Vanguard Healthcare, LLC  
Vicksburg

For the Nine Months Ending Friday, September 30, 2016

	TTM
	September 2016
NET ROUTINE REVENUES	7,294,713
TOTAL OTHER REVENUES	32,360
TOTAL REVENUE	<u>7,327,074</u>
TOTAL LABOR RELATED EXPENSES	3,699,094
TOTAL OTHER EXPENSES	2,559,822
TOTAL OPERATING EXPENSES	<u>6,258,916</u>
TOTAL OPERATING INCOME	<u>1,068,158</u>
TOTAL NON-OPERATING EXPENSES	59,968
EBITDAR	<u><u>1,008,190</u></u>
TOTAL BEDS IN FACILITY	100
AVAILABLE PATIENT DAYS PER YEAR	36,600
ACTUAL PATIENT DAYS	31,710
AVERAGE DAILY CENSUS	87
OCCUPANCY %	86.64%

Vanguard Healthcare, LLC  
Whitehall

For the Nine Months Ending Friday, September 30, 2016

	TTM
	September 2016
NET ROUTINE REVENUES	14,913,196
TOTAL OTHER REVENUES	234,080
TOTAL REVENUE	15,147,276
TOTAL LABOR RELATED EXPENSES	6,464,806
TOTAL OTHER EXPENSES	7,607,402
TOTAL OPERATING EXPENSES	14,072,208
TOTAL OPERATING INCOME	1,075,068
TOTAL NON-OPERATING EXPENSES	409,089
NET INCOME / LOSS	665,979
TOTAL BEDS IN FACILITY	154
AVAILABLE PATIENT DAYS PER YEAR	56,364
ACTUAL PATIENT DAYS	36,693
AVERAGE DAILY CENSUS	100
OCCUPANCY %	65.10%

Debtor	Facility	Beds	Estimated Value	Lease	Net Value to Estate
				Purchase Option	
Aurora Australis, LLC	Columbus, Ms	120	\$11,100,000	\$2,975,000	\$8,125,000
Boulevard Terrace, LLC	Murfreesboro, Tn.	100	\$4,400,000	\$3,153,500	\$1,246,500
Eldercare of Jackson County, LLC	Ripley, WV	120	\$15,500,000	\$0	\$15,500,000
Glen Oaks, LLC	Shelbyville, Tn	130	\$5,700,000	\$3,025,000	\$2,675,000
Palace RBS, LLC	Red Boiling Springs, Tn	119	\$5,700,000	\$2,260,875	\$3,439,125
Shady Lawn, LLC	Vicksburg, Ms	100	\$7,800,000	\$0	\$7,800,000
Vanguard of Ashland, LLC	Ashland, Ms	60	\$6,800,000	\$1,006,250	\$5,793,750
Vanguard of Church Hill, LLC	Church Hill, Tn	124	\$11,400,000	\$0	\$11,400,000
Vanguard of Manchester, LLC	Manchester, Tn	120	\$4,600,000	\$0	\$4,600,000
Vanguard of Ripley, LLC	Ripley, Ms	60	\$4,100,000	\$1,006,250	\$3,093,750
Vicksburg Convalescent, LLC	Vicksburg, Ms	100	\$5,700,000	\$0	\$5,700,000
Vanguard of Memphis, LLC	Memphis, Tn	169	\$9,000,000	\$0	\$9,000,000
Whitehall	Boca Raton, Fl	154	\$30,000,000	\$10,710,000	\$19,290,000
Elderscripts Services, LLC	Tupelo, Ms		\$8,000,000		\$8,000,000
Total		1476	\$129,800,000	\$24,136,875	\$105,663,125

Vanguard Healthcare, LLC (16-03296)									
Name	Address1	Address2	City	State	Zip	Description	TermRemaining	Cure Amt.	
ALLSCRIPTS	24630 NETWORK PLACE		CHICAGO	IL	60673-1246	SOFTWARE LICENSE & SERVICE	3/29/2016		
AMERICAN HEALTHCARE ASSOCIATION	1201 L STREET NW		WASHINGTON	DC	20005-0000	AGREEMENT/REFERRAL MANAGEMENT	1/13/2015		
AMERICAN HEALTHTECH INC	P.O. BOX 12310		JACKSON	MS	39236-2310	SOFTWARE LICENSE & SERVICE AGREEMENT	1/12/2015		
ARAMARK REFRESHMENT SERVICES	4300 HIGHLANDS PARKWAY	STE D	SMYRNA	GA	30082-0000	SERVICES AGREEMENT/BEVERAGE SERVICES	9/15/2016		Pursuant to agreement regarding all Debtors Pursuant to agreement regarding all Debtors
BHC-LTC INSURANCE LTD.	P.O. Box 1344		Grand Cayman	Cayman Islands		Insurance policy for liability claims			
EVERGREEN REHABILITATION FACILITY DESIGN SERVICES LLC	136 ST. MATTHEWS AVENUE, SUITE 300	PO BOX 751782	LOUISVILLE	KY	40207-0000	THERAPY SERVICES AGREEMENT/REHABILITATIVE THERAPY SERVICES	12/31/2018		
GMJ LIMITED LIABILITY PARTNERSHIP	ATTN: WILLIAM ORAND	SIX CADILLAC DRIVE, SUITE 310	BRENTWOOD	TN	37027-0000	LEASE AGREEMENT (AS AMENDED)/FACILITY LEASE OPERATING AGREEMENT/MANCHESTER	5/29/2016		
MANCHESTER PROPERTIES 2010, LLC	6 CADILLAC DR	SUITE 310	BRENTWOOD	TN	37027-0000	PROPERTIES 2010 LLC OPERATING AGREEMENT	Evergreen		
MUSIC CITY POWER AND GENERATION NEW CENTURY CAPITAL PARTNERS INC	1100 FOSTER AVENUE	SUITE 110	NASHVILLE	TN	37210-0000	AGREEMENT/EMERGENCY POWER SYSTEM SERVICE	1/5/2017		
RETIREMENT PLAN COMPANY	1510 11TH ST SECOND FLOOR		SANTA MONICA	CA	90401-0000	ENGAGEMENT LETTER	1/31/2017		
RETIREMENT PLAN COMPANY	PO BOX 1429		BRENTWOOD	TN	37024-0000	AGREEMENT/NONDISCRETIONARY INVESTMENT ADVISORY AGREEMENT	1/1/2017		
SHADY LAWN, LLC	PO BOX 1429	SUITE 310	BRENTWOOD	TN	37024-0000	SERVICES AGREEMENT/ADMINISTRATIVE SERVICES	12/31/2016		
SUZUKI GROUP HK, LTD	6 CADILLAC DRIVE	SUITE 310	BRENTWOOD	TN	37027-0000	CONSULTING AGREEMENT/VHC - CONSULTING	Evergreen		
VANGUARD FINANCIAL	SIX CADILLAC DR SUITE 310		BRENTWOOD	TN	37027-0000	OPERATING AGREEMENT	12/31/2016		
VANGUARD HEALTHCARE, LLC	6 CADILLAC DRIVE	SUITE 310	BRENTWOOD	TN	37027-0000	OPERATING AGREEMENT	Evergreen		
VANGUARD HEALTHCARE, LLC	6 CADILLAC DRIVE	SUITE 310	BRENTWOOD	TN	37027-0000	OPERATING AGREEMENT/MC OPERATING AGREEMENT	Evergreen		
VANGUARD HEALTHCARE, LLC	6 CADILLAC DRIVE	SUITE 310	BRENTWOOD	TN	37027-0000	OPERATING AGREEMENT/RH OPERATING AGREEMENT	Evergreen		
VANGUARD HEALTHCARE, LLC	ATTN: WILLIAM ORAND	SIX CADILLAC DRIVE, SUITE 310	BRENTWOOD	TN	37027-0000	OPERATING AGREEMENT/GLEN OAKS LLC	Evergreen		
VANGUARD HEALTHCARE, LLC	ATTN: WILLIAM ORAND	SIX CADILLAC DR, SUITE 310	BRENTWOOD	TN	37027-0000	SUBLEASE AGREEMENT (AS AMENDED)/FACILITY LEASE	6/30/2017		
VANGUARD HEALTHCARE, LLC	SIX CADILLAC DR, SUITE 310		BRENTWOOD	TN	37027-0000	OPERATING AGREEMENT/BOULEVARD TERRACE	Evergreen		
VANGUARD OF MEMPHIS, LLC	6 CADILLAC DRIVE	SUITE 310	BRENTWOOD	TN	37027-0000	OPERATING AGREEMENT	Evergreen		
VICKSBURG MANAGEMENT ASSOCIATES LLC	SIX CADILLAC DRIVE	SUITE 310	BRENTWOOD	TN	37027-0000	OPERATING AGREEMENT/PP OPERATING AGREEMENT	Evergreen		

Vanguard Healthcare Services (16-03297)										
Name	Address1	Address2	City	State	Zip	Description	TermRemaining	Cure Amt.		
ABBOTT NUTRITION	PO BOX 182023		COLUMBUS	OH	43218-0000	LETTER OF PARTICIPATION/GPO SUPPLIER: ENTERAL NUTRITION, PUMPS AND PLASTICS	2/28/2017			
ADP INC	PO BOX 842875		BOSTON	MA	02284-0000	MASTER SERVICES AGREEMENT/PAYROLL SYSTEM SERVICES AGREEMENT/PERSONAL PROPERTY TAX	8/31/2017			
AEIS GROUP, LLC	1102 18TH AVENUE SOUTH		NASHVILLE	TN	37212-0000	ASSESSMENT SVCS	8/18/2016			
AEIS GROUP, LLC	1102 18TH AVENUE SOUTH		NASHVILLE	TN	37212-0000	SERVICES AGREEMENT/REAL PROPERTY TAX ASSESSMENT SERVICES	8/18/2016			
AMERICAN DATA BHC-LTC INSURANCE LTD.	PO BOX 640 DMS HOUSE 20 GENESIS CLOSE PO BOX 1344, KY1-1108		SAUK CITY GRAND CAYMAN	WI	53583-0000	SOFTWARE LICENSE & SERVICE AGREEMENT/SYSTEM SOFTWARE AGREEMENT SERVICES AGREEMENT/AUDIT	9/28/2015 Evergreen			Pursuant to agreement regarding all Debtors
BHC-LTC INSURANCE LTD. BRISK COFFEE ROASTERS USA	P.O. Box 1344 402 N 22ND STREET		Grand Cayman TAMPA	Cayman Islands FL	33605-0000	Insurance policy for liability claims SERVICES AGREEMENT/COFFEE AND TEA ENGAGEMENT LETTER/AGREEMENT FOR LEGAL	4/1/2016			
BROAD AND CASSEL	215 S MONROE STREET, SUITE 400		TALLAHASSEE	FL	32301-0000	SERVICES	3/12/2016			
CHURCH HILL MANAGEMENT ASSOCIATES, LLC	SIX CADILLAC DRIVE	SUITE 310	BRENTWOOD	TN	37027-0000	MANAGEMENT SERVICES AGREEMENT/CHURCH HILL MANAGEMENT AGREEMENT	Evergreen			
CIT TECHNOLOGY FIN. SERV , INC CITRIX ONLINE, LLC	10201 CENTURION PKWY NORTH, SUITE 100 6500 HOLLISTER AVENUE		JACKSONVILLE GOLETA	FL CA	32256-0000 93117-0000	EQUIPMENT: LEASE AGREEMENT/MC COPIERS: KIMBS B601 & B421 SALES AGREEMENT/GOTOMEETING	3/28/2013 3/18/2016			
DIRECT SUPPLY	ATTN: WILLIAM L AVERY	6767 N INDUSTRIAL RD	MILWAUKEE	WI	53223-0000	SERVICES AGREEMENT/ALL FACILITIES - PURCHASING AGREEMENT	7/17/2018			
EAN SERVICES, LLC	ATTN: BUSINESS RENTAL SALES DEPARTMENT	600 CORPORATE PARK DRIVE	ST. LOUIS	MO	63105-0000	AUTOMOBILE LEASE/NATIONAL/ENTERPRISE CAR RENTAL	3/31/2017			
EAST MISSISSIPPI MANAGEMENT ASSOCIATES,	SIX CADILLAC DRIVE	SUITE 310	BRENTWOOD	TN	37027-0000	MANAGEMENT SERVICES AGREEMENT/AURORA AUSTRALIS MANAGEMENT AGREEMENT	Evergreen			
ECOLAB INC	PO BOX 905327		CHARLOTTE	NC	28290-5327	EQUIPMENT: LEASE AGREEMENT/ALL FACILITIES - DISH MACHINE MASTER AGREEMENT	1/26/2016			
ECOLAB INC	PO BOX 905327		CHARLOTTE	NC	28290-5327	AGREEMENT/ALL FACILITIES - PEST CONTROL SERVICE	2/28/2016			
ELDERCARE MANAGEMENT ASSOCIATES, LLC	SIX CADILLAC DR SUITE 310		BRENTWOOD	TN	37027-0000	MANAGEMENT SERVICES AGREEMENT/ELDERCARE OF JACKSON COUNTY MANAGEMENT AGREEMENT	Evergreen			
EPS PRINT SOLUTIONS, INC.	PO BOX 421008		ATLANTA	GA	30342-0000	SERVICES AGREEMENT/PRINTING AND SUPPLIES	3/3/2016			Pursuant to agreement regarding all Debtors
EVERGREEN REHABILITATION	136 ST. MATTHEWS AVENUE, SUITE 300		LOUISVILLE	KY	40207-0000	THERAPY SERVICES AGREEMENT/REHABILITAVE THERAPY SERVICES	12/31/2018			
FORUM PURCHASING, L L C	ATTENTION: TOM BENES	2 RAVINIA DR., SUITE 1290	ATLANTA	GA	30346-0000	AGREEMENT/GPO - CONFIDENTIALITY AND NON- DISCLOSURE AGREEMENT	6/17/2016			
GOULD AND LAMB LLC	2397 HUNTCREST WAY STE 200		LAWRENCEVILLE	GA	30043-6309	AGREEMENT/MIMSEA MANDATORY INSURER REPORTING SERVICES AGREEMENT	2/16/2017			
HEALTH VALUE MANAGEMENT, INC. D/B/A CHOI	ATTN: PRESIDENT	PO BOX 19013	GREEN BAY	WS	54307-0000	MANAGED CARE PROVIDER/MS,TN,WV FACILITIES - DBA: CHOICECARE NETWORK	5/31/2016			
HEALTHSPRING OF TENNESSEE, INC.	44 VANTAGE WAY		NASHVILLE	TN	37228-0000	MANAGED CARE PROVIDER/TN FACILITIES - MEDICARE ADVANTAGE	7/23/2017			
HELLO INTERACTIVE	PO BOX 774		DUNEDIN	FL	34697-0000	AGREEMENT/WEBSITE	2/27/2015			
HUMANIA INC.	ATTN: LAW DEPARTMENT	PO BOX 1438	LOUISVILLE	KY	40201-0000	MANAGED CARE PROVIDER/HUMANIA	5/31/2016			
L D HANCOCK FAMILY LLC	ATTN: MISTY MCFARLING	PO BOX 2431	TUPELO	MS	38803-0000	OFFICE LEASE	2/21/2016			
LEVEL 3 COMMUNICATIONS LLC	PO BOX 910182		DENVER	CO	80291-0182	INTERNET SERVICE AGREEMENT/VHS	5/28/2016			
LIFE COMMUNICATIONS & SECURITY	329 WEST LINCOLN STREET		TULLAHOMA	TN	37388-0000	SECURITY SERVICES/MONITORING AGREEMENT	12/11/2015			
LIFE GAS	6600 PEACHTREE-DUNWOODY ROAD, EMBASSY ROW 400		ATLANTA	GA	30328-0000	AGREEMENT/ALL FACILITIES - MEDICAL GASES PRODUCT AND EQUIPMENT RENTAL	2/16/2016			

LIFE GAS	6600 PEACHTREE-DUNWOODY ROAD, EMBASSY ROW 400	ATLANTA	GA	30328-0000	RESPIRATORY THERAPY AGREEMENT/ALL FACILITIES - RESPIRATORY THERAPY SERVICES	9/30/2016
LIFE GAS	6600 PEACHTREE ROAD EMBASSY ROW 400	ATLANTA	GA	30328-0000	SERVICES AGREEMENT/MEDICAL GASES MANAGEMENT SERVICES	3/4/2016
L-W DEL PRADO, LLC	ATTN: LARRY WILLIAMS	BRENTWOOD	TN	37027-0000	AGREEMENT/WHITEHALL MANAGEMENT AGREEMENT	Evergreen
MANCHESTER DIALYSIS CLINIC	367 INTERSTATE DRIVE	MANCHESTER	TN	37355-0000	AGREEMENT/DIALYSIS	6/10/2015
MANCHESTER MANAGEMENT ASSOCIATES, LLC	SIX CADILLAC DRIVE	BRENTWOOD	TN	37027-0000	MANAGEMENT SERVICES	Evergreen
MEDLINE INDUSTRIES INC	DEPT CH 14400	PALATINE	IL	60055-4400	AGREEMENT	2/28/2018
MERCEDES-BENZ OF NASHVILLE	630 BAKERS BRIDGE	FRANKLIN	TN	37067-0000	SUPPLY AGREEMENT/MEDICAL SUPPLIES	11/12/2016
MICROSOFT FINANCING	23896 NETWORK PLACE	CHICAGO	IL	60673-1238	AUTOMOBILE LEASE/VHC - JERE ERVIN SOFTWARE LICENSE & SERVICE AGREEMENT/VHC (GREAT PLAINS)	12/29/2010
MICROSOFT FINANCING	23896 NETWORK PLACE	CHICAGO	IL	60673-1238	SOFTWARE LICENSE & SERVICE AGREEMENT/VHS (NON-CONTRACTUAL AGREEMENT)	4/5/2012
MOBILEX USA	13773 ICOT BLVD SUITE 502	CLEARWATER	FL	33760-0000	SERVICES AGREEMENT/X-RAY/EKG/ULTRASOUND SERVICES	8/12/2016
MULTIPLAN, INC.	ATTN: OFFICE OF PRESIDENT & CEO	NEW YORK	NY	10003-1004	MANAGED CARE PROVIDER/AL,CH,CV,GO,MC,PP,RH,SY,VB FACILITIES: COMMERCIAL, WORK COMP, AUTO	11/30/2015
NASHVILLE MANAGEMENT ASSOCIATES, LLC	SIX CADILLAC DRIVE	BRENTWOOD	TN	37027-0000	MANAGEMENT SERVICES AGREEMENT/CRESTVIEW MANAGEMENT AGREEMENT	Evergreen
NIXON POWER SERVICE	PO BOX 934345	ATLANTA	GA	31193-4345	EQUIPMENT: SUPPORT & SERVICE AGREEMENT/ALL FACILITIES - EMERGENCY GENERATOR SERVICE & REPAIR	3/10/2012
NORTH MISSISSIPPI MANAGEMENT ASSOCIATES,	6 CADILLAC DRIVE	BRENTWOOD	TN	37027-0000	MANAGEMENT SERVICES AGREEMENT/ASHLAND MANAGEMENT AGREEMENT	Evergreen
NORTH MISSISSIPPI MANAGEMENT ASSOCIATES,	6 CADILLAC DRIVE	BRENTWOOD	TN	37027-0000	MANAGEMENT SERVICES AGREEMENT/REST HAVEN MANAGEMENT AGREEMENT	Evergreen
NOVACOPY	PO BOX 372 DEPT 200	MEMPHIS	TN	38101-0000	EQUIPMENT: LEASE AGREEMENT/VHS (C652, 8751 COPIERS)	9/21/2014
NOVACOPY	PO BOX 372 DEPT 200	MEMPHIS	TN	38101-0000	EQUIPMENT: SUPPORT & SERVICE AGREEMENT/VHS (C652, 8751 COPIERS)	9/16/2012
PITNEY BOWES GLOBAL FINANCIAL	SERVICES LLC	PITTSBURGH	PA	15250-7887	EQUIPMENT: RENTAL AND PRODUCT/54 MONTHS (18 QUARTERS) EXPIRATION 2/2017	2/23/2014
PRISCILLAS PLANTS INC	PO BOX 120132	NASHVILLE	TN	37212-0000	MAINTENANCE AGREEMENT/PLANT CARE FOR CORPORATE OFFICE	11/30/2016
PROVIDER TRUST LLC	C/O XMI HOLDINGS INC	NASHVILLE	TN	37219-0000	SERVICES AGREEMENT/MASTER PROVIDERTRUST SERVICES AGREEMENT	3/31/2017
PROVIDIGM LLC	ATTN: BOB FEURER	DENVER	CO	80237-0000	AGREEMENT/QUALITY CONTROL TOOL - SUBSCRIPTION AGREEMENT	1/27/2016
RECALL SECURE DESTRUCTION INC	15311 COLLECTION CENTER DRIVE	CHICAGO	IL	60693-0100	SERVICES AGREEMENT/DOCUMENT SECURE DESTRUCTION	8/1/2016
RECALL TOTAL INFORMATION MGMT.	015295 COLLECTIONS CENTER DRIVE	CHICAGO	IL	60693-0000	SERVICES AGREEMENT/DOCUMENT	12/31/2016
RECOVERCARE	2430 WHITEHALL PARK DR	CHARLOTTE	NC	28273-0000	LETTER OF PARTICIPATION/JOERNS - TERM LETTER OF COMMITMENT	5/31/2018
RETAIL WHOLESALE & DEPT.STORE S & S WORLDWIDE	UNION, AFL-CIO ACCOUNTS RECEIVABLE	BIRMINGHAM HARTFORD	AL CT	35205-0000	AGREEMENT/LABOR RELATIONS (UNION) - COLLECTIVE BARGAINING AGREEMENT	11/7/2016
SHINWA TORASUTO CO, LTD	6 CADILLAC DRIVE	BRENTWOOD	TN	06141-0210	AGREEMENT/SUPPLY AGREEMENT CONSULTING AGREEMENT/BT - CONSULTING AGREEMENT	6/30/2016
SHINWA TORASUTO CO, LTD	6 CADILLAC DRIVE	BRENTWOOD	TN	37027-0000	CONSULTING AGREEMENT/WHI LIMITED	12/31/2021
SIMPLEX GRINNELL	50 TECHNOLOGY DR	BRENTWOOD	TN	37027-0000	LIABILITY PARTNERSHIP	12/31/2013
STERCYCLE	PO BOX 6575	WESTMINSTER	MA	01441-0000	SERVICES AGREEMENT/ALL FACILITIES - FIRE & SECURITY	12/31/2016
		CAROL STREAM	IL	60197-6575	SERVICES AGREEMENT/ALL FACILITIES: MEDICAL WASTE DISPOSAL	2/24/2017

SUZUKI GROUP HK, LTD	6 CADILLAC DRIVE	SUITE 310	BRENTWOOD	TN	37027-0000	CONSULTING AGREEMENT	1/1/2019
SUZUKI GROUP HK, LTD	6 CADILLAC DRIVE	SUITE 310	BRENTWOOD	TN	37027-0000	CONSULTING AGREEMENT/BOULEVARD TERRACE -	11/30/2016
SUZUKI GROUP HK, LTD	6 CADILLAC DRIVE	SUITE 310	BRENTWOOD	TN	37027-0000	REAL ESTATE CONSULTING	12/31/2016
SVT CREEKSIDE CROSSING LP	ATTN: READ MORTIMER	591 WEST PUTNAM AVE	GREENWICH	CT	06830-0000	Real Estate Lease	4/30/2020
SYSO CORPORATION	1390 ENCLAVE PARKWAY		HOUSTON	TX	77077-0000	SUBSCRIPTION AGREEMENT/ALL FACILITIES -	10/31/2016
THINK A NEW	PO BOX 669		MADISON	MS	39130-0669	NETIMPAC SOFTWARE - DIETARY - WEB-BASED	2/28/2018
TOWE AND ASSOCIATES INC	110 SANDERS FERRY ROAD	SUITE 12	HENDERSONVILLE	TN	37075-0000	EQUIPMENT: LEASE AND SERVICE	5/4/2017
TRACTMANAGER INC	PO BOX 11407		BIRMINGHAM	AL	35246-2632	RECRUITING SERVICES/VHC	12/31/2017
TRICARE	SOUTH REGION, PROVIDER DATA MANAGEMENT	PO BOX 7039	CAMDEN	SC	29020-7039	CONTRACT MANAGEMENT SERVICES	Evergreen
UNISHIPPERS	PO BOX 1209		MOUNT JULIET	TN	37121-0000	AGREEMENT/MEDITRACT	9/24/2016
UNITED HEALTHCARE INSURANCE COMPANY	9701 DATA PARK DRIVE	MN006-W600	MINNETONKA	MN	55343-0000	MANAGED CARE PROVIDER/PATIENT CARE	4/30/2016
VITAL RECORDS CONTROL	PO BOX 13996		MAUMELLE	AR	72113-3159	AGREEMENT/UNISHIPPERS - UPS	2/28/2017
WASTE INDUSTRIES	7320 CENTENNIAL BLVD		NASHVILLE	TN	37209-0000	MANAGED CARE PROVIDER/MEDICARE	7/30/2015
WASTE MANAGEMENT	626 CHERRINGTON PKWY		MOON TOWNSHIP	PA	15108-0000	SERVICES AGREEMENT/NON-HAZARDOUS WASTE	5/31/2017
WASTE REDUCTION CONSULTANTS	PO BOX 50217		JACKSONVILLE BEACH	FL	32240-0217	REMOVAL	4/29/2017
WESCOM SOLUTIONS, INC.	6975 CREDITVIEW ROAD	UNIT 4	MISSISSAUGA, ON L5N 8E9	IL	60677-1311	AGREEMENT/MEDICAL & SOLID WASTE	7/18/2016
ZIRMED INC	1311 SOLUTIONS CENTER		CHICAGO	IL		MANAGEMENT; RECYCLING	4/21/2016
						SERVICES AGREEMENT/ALL FACILITIES -	
						POINTCLICKCARE - WEBSITE DESIGNED TO	
						MAINTAIN PATIENT CLIENT RECORDS	
						INTERNET SERVICE AGREEMENT/BILLING	

Vanguard Financial Services (16-03298)							TermRemaining	Cure Amt.
Name	Address1	Address2	City	State	Zip	Description		
ACT SERVICES, LLC	511 FAIRGROUND COURT		NASHVILLE	TN	37211-0000	SERVICES AGREEMENT/DOOR ACCESS CONTROL	10/18/2016	Pursuant to agreement regarding all Debtors
BHC-LTC INSURANCE LTD.	P.O. Box 1344		Grand Cayman	Cayman Islands		Insurance policy for liability claims		
CHURCH HILL MANAGEMENT ASSOCIATES, LLC	SIX CADILLAC DRIVE	SUITE 310	BRENTWOOD	TN	37027-0000	MANAGEMENT AGREEMENTS/VFS - MANAGEMENT AGREEMENT (CHURCH HILL)	Evergreen	
EAST MISSISSIPPI MANAGEMENT ASSOCIATES,	SIX CADILLAC DRIVE	SUITE 310	BRENTWOOD	TN	37027-0000	MANAGEMENT AGREEMENTS/VFS - MANAGEMENT AGREEMENT (AURORA AUSTRALIS)	Evergreen	
ELDERCARE MANAGEMENT ASSOCIATES, LLC	SIX CADILLAC DR SUITE 310		BRENTWOOD	TN	37027-0000	MANAGEMENT AGREEMENTS/VFS - MANAGEMENT AGREEMENT (ELDERCARE)	Evergreen	
ELDERSCRIPT SERVICES, LLC	SIX CADILLAC DRIVE	SUITE 310	BRENTWOOD	TN	37027-0000	MANAGEMENT AGREEMENTS/VFS - MANAGEMENT AGREEMENT	Evergreen	Pursuant to agreement regarding all Debtors
EVERGREEN REHABILITATION	136 ST. MATTHEWS AVENUE, SUITE 300		LOUISVILLE	KY	40207-0000	THERAPY SERVICES AGREEMENT/REHABILITAVE THERAPY SERVICES	12/31/2018	Debtors
L-W DEL PRADO, LLC	ATTN: LARRY WILLIAMS	205 POWELL PLACE	BRENTWOOD	TN	37027-0000	MANAGEMENT AGREEMENTS/VFS - MANAGEMENT AGREEMENT (WHITEHALL)	Evergreen	
MANCHESTER MANAGEMENT ASSOCIATES, LLC	SIX CADILLAC DRIVE	SUITE 310	BRENTWOOD	TN	37027-0000	MANAGEMENT AGREEMENTS/VFS - MANAGEMENT AGREEMENT (MANCHESTER)	Evergreen	
MIDDLE TENNESSEE MANAGEMENT ASSOCIATES,	6 CADILLAC DR	SUITE 310	BRENTWOOD	TN	37027-0000	MANAGEMENT AGREEMENTS/VFS - MANAGEMENT AGREEMENT (GLEN OAKS)	Evergreen	
MURFREESBORO MANAGEMENT ASSOCIATES, LLC	SIX CADILLAC DRIVE, STE 310		BRENTWOOD	TN	37027-0000	MANAGEMENT AGREEMENTS/VFS - MANAGEMENT AGREEMENT (BOULEVARD TERRACE)	Evergreen	
NASHVILLE MANAGEMENT ASSOCIATES, LLC	SIX CADILLAC DRIVE	SUITE 310	BRENTWOOD	TN	37027-0000	MANAGEMENT AGREEMENTS/VFS - MANAGEMENT AGREEMENT (CRESTVIEW)	Evergreen	
NORTH MISSISSIPPI MANAGEMENT ASSOCIATES,	6 CADILLAC DRIVE	SUITE 310	BRENTWOOD	TN	37027-0000	MANAGEMENT AGREEMENTS/VFS - MANAGEMENT AGREEMENT (ASHLAND)	Evergreen	
NORTH MISSISSIPPI MANAGEMENT ASSOCIATES,	6 CADILLAC DRIVE	SUITE 310	BRENTWOOD	TN	37027-0000	MANAGEMENT AGREEMENTS/VFS - MANAGEMENT AGREEMENT (REST HAVEN)	Evergreen	
RANDSTAD PROFESSIONALS US, LP	100 WESTWOOD PLACE	SUITE 210	BRENTWOOD	TN	37027-0000	SERVICES AGREEMENT/STAFFING	1/20/2017	
VICKSBURG MANAGEMENT ASSOCIATES LLC	SIX CADILLAC DRIVE	SUITE 310	BRENTWOOD	TN	37027-0000	MANAGEMENT AGREEMENTS/VFS - MANAGEMENT AGREEMENT (SHADY LAWN)	Evergreen	
VICKSBURG MANAGEMENT ASSOCIATES LLC	SIX CADILLAC DRIVE	SUITE 310	BRENTWOOD	TN	37027-0000	MANAGEMENT AGREEMENTS/VFS - MANAGEMENT AGREEMENT (VICKSBURG CONVALESCENT)	Evergreen	
WEST TENNESSEE MANAGEMENT ASSOCIATES, LL	6 CADILLAC DRIVE	SUITE 310	BRENTWOOD	TN	37027-0000	MANAGEMENT AGREEMENTS/VFS - MANAGEMENT AGREEMENT (POPLAR POINT)	Evergreen	

Vanguard Elderscript Services (16-03306)									
Name	Address1	Address2	City	State	Zip	Description	TermRemaining	Cure Amt.	
AMERISOURCE BERGEN	AMERISOURCE BERGEN DRUG	25199 NETWORK PLACE	CHICAGO	IL	60673-1251	SERVICES AGREEMENT/PRIME VENDOR AGREEMENT - RX PRODUCTS	2/1/2016		Pursuant to agreement regarding all Debtors
BHC-LTC INSURANCE LTD.	P.O. Box 1344		Grand Cayman	Cayman Islands		Insurance policy for liability claims			
BRIAN BELL	PO BOX 1641		WEST MONROE	LA	71294-0000	CONSULTANT PHARMACIST SERVICES AGREEMENT/SY & VB PHARMACY CONSULTANT	7/31/2016		
DUGAN MEMORIAL HOME	804 EAST MAIN ST.		WEST POINT	MS	39773-0000	Pharmacy Services Provider Agreement	7/31/2016		
ELDERCARE OF JACKSON COUNTY, LLC	6 CADILLAC DRIVE	SUITE 310	BRENTWOOD	TN	37027-0000	Pharmacy Products and Services Agreement	1/29/2017		
EMERGENCY SYSTEMS SOUTHEAST, LLC	3235 VETERANS CIRCLE		BIRMINGHAM	AL	35235-0000	SERVICES AGREEMENT/GENERAC - EMERGENCY POWER GENERATOR SYSTEMS	12/16/2015		Pursuant to agreement regarding all Debtors
EVERGREEN REHABILITATION EXPRESS COURIER	136 ST. MATTHEWS AVENUE, SUITE 300 PO BOX 678576		LOUISVILLE	KY	40207-0000	THERAPY SERVICES AGREEMENT/REHABILITATIVE THERAPY SERVICES	12/31/2018		
FLORIDA DEPARTMENT OF HEALTH MHA LTC NETWORK	BOARD OF PHARMACY PO BOX 932558		DALLAS	TX	75267-8576	SERVICES AGREEMENT/COURIER SERVICES	8/12/2015		
MS STATE BOARD OF PHARMACY	6360 ISS N SUITE 400	4052 BALD CYPRESS WAY, BIN C-04	TALLAHASSEE	FL	32399-3254	PHARMACY LICENSE/LICENSE # PH 26593 - SPECIAL NON-RESIDENT	2/28/2017		
NOVACOPY	PO BOX 372 DEPT 200		ATLANTA	GA	31193-2558	SERVICES AGREEMENT/CLAIMS PROCESSING	3/29/2016		
NOVACOPY	PO BOX 372 DEPT 200		JACKSON	MS	39211-2038	PHARMACY REGISTRATION/CONTROLLED SUBSTANCE REGISTRATION #CS06957/ 2.3	12/31/2016		
RECALL SECURE DESTRUCTION INC	15311 COLLECTION CENTER DRIVE		MEMPHIS	TN	38101-0000	EQUIPMENT: SUPPORT & SERVICE AGREEMENT/COPIER B601	4/25/2015		
SENIOR CARE CONSULTANT GROUP LLC	2522 CAPITAL CIRCLE NE	SUITE 10	MEMPHIS	TN	38101-0000	EQUIPMENT: LEASE AGREEMENT/COPIERS B652, B363 SERVICES AGREEMENT/DOCUMENT SECURE	12/27/2016		
TENNESSEE BOARD OF PHARMACY	665 MAINSTREAM DRIVE		CHICAGO	IL	60693-0100	DESTRUCTION	9/1/2016		
THINK A NEW	PO BOX 669		TALLAHASSEE	FL	32308-0000	PHARMACY CONSULTING SERVICES AGREEMENT/TN & WV PHARMACY CONSULTANT	7/1/2016		
US DEA	DRUG ENFORCEMENT ADMINISTRATION	U S DEPARTMENT OF JUSTICE	NASHVILLE	TN	37243-0000	PHARMACY REGISTRATION/CONTROLLED SUBSTANCE REGISTRATION ID 0000004289	6/30/2017		
US DEA	DRUG ENFORCEMENT ADMINISTRATION	U S DEPARTMENT OF JUSTICE	MADISON	MS	39130-0669	EQUIPMENT: LEASE AND SERVICE AGREEMENT/PHONE EQUIPMENT	2/28/2018		
US DEA	DRUG ENFORCEMENT ADMINISTRATION	U S DEPARTMENT OF JUSTICE	WASHINGTON	DC	20537-0000	PHARMACY REGISTRATION/AUTOMATED DISPENSING SYSTEM #FE3630933.	8/31/2018		
VANGUARD FINANCIAL SERVICES, LLC	SIX CADILLAC DRIVE	SUITE 310	WASHINGTON	DC	20537-0000	PHARMACY REGISTRATION/AUTOMATED DISPENSING SYSTEM FE3709938	8/31/2015		
WEST VIRGINIA BOARD OF PHARMACY	232 CAPITOL STREET		WASHINGTON	DC	20537-0000	PHARMACY REGISTRATION/RETAIL PHARMACY - BE9741489 - FOR ALL FACILITIES	8/31/2018		
			BRENTWOOD	TN	37027-0000	MANAGEMENT AGREEMENTS/VFS - MANAGEMENT AGREEMENT	Evergreen		
			CHARLESTON	WV	25301-0000	PHARMACY PERMIT/MAIL ORDER PHARMACY PERMIT	6/30/2016		

Vanguard Aurora Australis (16-03300)				City	State	Zip	Description	Term/Remaining	Cure Amt.
Name	Address1	Address2		JACKSON	MS	39206-0000	SERVICES AGREEMENT/PODIATRY	5/12/2017	
ADVANCED FOOT CARE CENTER	ATTN: DR LARRY K CRUEL	4510 OFFICE PARK DRIVE		COLUMBUS	MS	39705-0000	SERVICES AGREEMENT/HOSPICE SERVICES	6/13/2016	
BAPTIST HOSPICE-GOLDEN TRIANGLE	ATTN: ADMINISTRATOR	2623 5TH STREET N		COLUMBUS	MS	39705-0000	AMBULANCE SERVICE AGREEMENT	3/7/2017	
BAPTIST HOSPITAL GOLDEN TRIANGLE	2520 5TH STREET, NORTH			COLUMBUS	MS	39705-0000	PATIENT TRANSFER AGREEMENTS/HOSPITAL TRANSFER	3/8/2016	Pursuant to agreement regarding all Debtors
BHC-LTC INSURANCE LTD.	P.O. Box 1344			Grand Cayman ds	Cayman Islands		Insurance policy for liability claims		
BULK TV & INTERNET	PO BOX 78131			MILWAUKEE	WI	53278-0000	EQUIPMENT: SUPPORT & SERVICE AGREEMENT/CABLE & INTERNET	9/25/2019	
CABLE ONE	PO BOX 900109			LOUISVILLE	KY	40290-1009	SERVICES AGREEMENT/INTERNET SERVICES	11/24/2016	
CENTERS FOR MEDICARE AND MEDICAID SERVIC	OFFICE OF THE REGIONAL ADMINISTRATOR	61 FORSYTH STREET, SW, STE 4720		ATLANTA	GA	30303-8909	CLIA WAIVER/CERTIFICATE OF WAIVER ID NUMBER	8/31/2016	
CIT TECHNOLOGY FIN. SERV., INC	10201 CENTURION PKWY NORTH, SUITE 100			JACKSONVILLE	FL	32256-0000	EQUIPMENT: LEASE AGREEMENT/COPIERS: KWB5 B601 & B421	12/27/2014	
COMCAST	PO BOX 530099			ATLANTA	GA	30353-0099	ADVERTISING CONTRACT/TV COMMERCIALS	10/23/2011	
COMMUNITY HOSPICE INC.	107 SKEET DRIVE			VERONA	MS	38879-0000	SERVICES AGREEMENT/HOSPICE SERVICES	1/7/2016	
CONNECTICUT GENERAL LIFE INSURANCE COMPA	ATTN: DIRECTOR OF PROVIDER CONTRACTING	1000 CORPORATE CENTER, SUITE 500		FRANKLIN	TN	37067-0000	MANAGED CARE PROVIDER	10/14/2016	
EAST MISSISSIPPI COMMUNITY COLLEGE	PO BOX 100			MAYHEW	MS	39753-0000	CLINICAL EDUCATION AGREEMENT	6/13/2016	
ELDERSCRIPT SERVICES	144 S THOMAS STREET	STE 101-1		TUPELO	MS	38801-0000	PHARMACY CONSULTING SERVICES AGREEMENT	9/30/2016	
ELDERSCRIPT SERVICES	144 S THOMAS STREET	STE 101-1		TUPELO	MS	38801-0000	PHARMACY PRODUCTS AND SERVICES AGREEMENT	9/30/2016	Pursuant to agreement regarding all Debtors
EVERGREEN REHABILITATION	136 ST. MATTHEWS AVENUE, SUITE 300			LOUISVILLE	KY	40207-0000	THERAPY SERVICES AGREEMENT/REHABILITAVE THERAPY SERVICES	12/31/2018	
GILBERT'S HOSPICE CARE, LLC DBA GENTIVA	2633 LAWNDALE DRIVE			TUPELO	MS	03880-1709	SERVICES AGREEMENT/HOSPICE CARE	10/31/2016	
GRIFFIN INDUSTRIES, INC.	1299 PRISOCK RD			JACKSON	MS	37272-0000	ENVIRONMENTAL SERVICES/OIL REMOVAL SERVICE	8/9/2017	
GUILLERMO HERNANDEZ, M D	PSYCHOLOGY ASSOCIATES	2403 HWY 39 N, SUITE B		MERIDIAN	MS	39303-0000	SERVICES AGREEMENT/PSYCHOLOGY/MENTAL HEALTH PHYSICIAN: MEDICAL DIRECTOR AGREEMENT/MEDICAL DIRECTOR	3/26/2018	
HENDERSON, DR ADELEIDE R	ADDRESS UNAVAILABLE AT TIME OF FILING			COLUMBUS	MS	39705-0000	LABORATORY AGREEMENT/CLINICAL LABORATORY TESTING SERVICES	5/30/2017	
INTERNAL MEDICINE ASSOCIATES 425 HOSPITA	COLUMBUS, MS 39705			COLUMBUS	MS	39705-0000	RESIDENT SURETY BOND/SURETY BOND/POLICY NO.	2/8/2017	
INTERNATIONAL FIDELITY INSURANCE COMPANY	ONE NEWARK CENTER	20TH FLOOR		NEWARK	NJ	07102-5207	SAFESU674003	8/18/2016	
MAIL SHIP TECHNOLOGY	3435 BRECKINRIDGE BLVD	STE 100		DULUTH	GA	30096-4932	EQUIPMENT: LEASE AND SERVICE AGREEMENT/HASLER POSTAGE MACHINE & SERVICE	6/13/2017	
MCKELLAR TECHNOLOGY CENTER	810 N BROWDER ST.			COLUMBUS	MS	39702-0000	CLINICAL EDUCATION AGREEMENT/CNA PROGRAM FOR MEDICAID/PROVIDER VERIFICATION	7/31/2016	Evergreen
MISSISSIPPI MEDICAID PROGRAM	PO BOX 23077			JACKSON	MS	39180-0000	FACILITY LICENSE/FACILITY LICENSE #282	3/31/2017	
MISSISSIPPI STATE DEPT OF HEALTH	570 EAST WOODROW WILSON DR.			JACKSON	MS	39216-0000	PHARMACY REGISTRATION/CONTROLLED SUBSTANCE #CS-01824/08.2	12/31/2015	
MS STATE BOARD OF PHARMACY	6360 155 N SUITE 400			JACKSON	MS	39211-2038	PHARMACY REGISTRATION/CONTROLLED SUBSTANCE	12/31/2015	
MS STATE BOARD OF PHARMACY	6360 155 N SUITE 400			JACKSON	MS	39211-2038	REGISTRATION - CS-06969/ 4.2	12/31/2015	
MS STATE BOARD OF PHARMACY	6360 155 N SUITE 400			JACKSON	MS	39211-2038	PHARMACY PERMIT/INSTITUTIONAL PHARMACY PERMIT NO. - 06969/ 4.2	12/30/2016	
MUSIC CITY POWER AND GENERATION	1100 FOSTER AVENUE	SUITE 110		NASHVILLE	TN	37210-0000	AGREEMENT/EMERGENCY POWER SYSTEM - GENERAC 150KW #2002763	1/5/2017	
NATIONAL DATACARE CORPORATION	PO BOX 222430			CHANTILLY	VA	20153-2430	SERVICES AGREEMENT/RESIDENT FUND MANAGEMENT	3/25/2015	
NOVACOPI	PO BOX 372 DEPT 200			MEMPHIS	TN	38101-0000	EQUIPMENT: LEASE AGREEMENT/COPIERS: KONICA MINOLTA B652, B423	12/27/2016	
OCCUPATIONAL HEALTH CONSULTANT	OF AMERICA	P O BOX 91078 - A/R DEPT. SUITE 3		DALLAS	TX	75391-0748	CONSULTING AGREEMENT/EMPLOYEE/FAMILY	12/31/2015	
OXYCARE PLUS INC	404 WILKINS WISE ROAD			COLUMBUS	MS	39705-0000	COUNSELING SERVICES	2/25/2016	
PORTABLE MEDICAL DIAGNOSTIC	1855 LAKELAND DRIVE, SUITE G10			JACKSON	MS	39216-0000	MEDICAL EQUIPMENT/RESPIRATORY EQUIPMENT SERVICES AGREEMENT/X-RAY/EKG/ULTRASOUND	3/31/2016	
RECALL SECURE DESTRUCTION INC	15311 COLLECTION CENTER DRIVE			CHICAGO	IL	60693-0100	SERVICES AGREEMENT/DOCUMENT SECURE DESTRUCTION	8/15/2016	
RENAL CARE GROUP	RCG MISSISSIPPI, INC.	3925 WEST NORTHSIDE DR., Suite A		JACKSON	MS	39296-4740	SERVICES AGREEMENT/DIALYSIS SERVICES	12/11/2016	

SHINWA TORASUTO CO, LTD	6 CADILLAC DRIVE	SUITE 310	BRENTWOOD TN	37027-0000	CONSULTING AGREEMENT/AA-TMJ LIMITED LIABILITY	7/31/2021
SUZUKI GROUP HK, LTD	6 CADILLAC DRIVE	SUITE 310	BRENTWOOD TN	37027-0000	PARTNERSHIP CONSULTING AGREEMENT	1/1/2019
THINK A NEW	PO BOX 669		MADISON MS	39130-0669	EQUIPMENT LEASE AND SERVICE AGREEMENT/PHONE	2/28/2018
TMJ LIMITED LIABILITY PARTNERSHIP	ATTN: WILLIAM ORAND	SIX CADILLAC DRIVE, SUITE 310	BRENTWOOD TN	37027-0000	LEASE AGREEMENT (AS AMENDED)/FACILITY LEASE	6/30/2021
TRICARE	SOUTH REGION, PROVIDER DATA MANAGEMENT	PO BOX 7039	CAMDEN SC	29020-7039	MANAGED CARE PROVIDER/MANAGED CARE	Evergreen
TRUGREEN	543 EXPRESSWAY PARK DRIVE		NASHVILLE TN	37210-0000	SERVICES AGREEMENT/LAWN AND LANDSCAPE	12/16/2017
UNITEDHEALTHCARE INSURANCE COMPANY	9701 DATA PARK DRIVE	MN006-W600	MINNETONKA MN	55343-0000	MANAGED CARE PROVIDER/MANAGED CARE	5/1/2016
US DEA	DRUG ENFORCEMENT ADMINISTRATION	U S DEPARTMENT OF JUSTICE	WASHINGTON DC	20537-0000	PHARMACY REGISTRATION/AUTOMATED DISPENSING SYSTEM - BE9847039	8/31/2018

Vanguard Boulevard Terrace (16-03302)	Address1	Address2	City	State	Zip	Description	Term/Remaining	Cure Amt.
AAA STORAGE	702 JESSICA STREET		MURFREESBORO	TN	37130-0000	RENTAL AGREEMENT/STORAGE	10/31/2015	
ADS SECURITY	3001 ARMORY DRIVE	SUITE 100	NASHVILLE	TN	37204-3711	SERVICES AGREEMENT/BUILDING SECURITY EQUIPMENT AND MONITORING	2/8/2016	
AMERICAN HEALTHTECH INC	P O BOX 12310		JACKSON	MS	39236-2310	SOFTWARE LICENSE & SERVICE AGREEMENT/LETTER OF AGREEMENT	5/31/1989	
AMERIGROUP	COMMUNITY CARE	PO BOX 933657	ATLANTA	GA	31199-3657	MANAGED CARE PROVIDER/MEDICARE AND MEDICAID	8/17/2017	
BAPTIST HEALTH PLAN NETWORK	ATTN: DIRECTOR, NETWORK DEVELOPMENT AND	651 PERIMETER PARK DRIVE, SUITE 300	LEXINGTON	KY	40517-0000	MANAGED CARE PROVIDER/FORMERLY BLUEGRASS FAMILY HEALTH	3/31/2017	Pursuant to agreement regarding all Debtors
BHC-LTC INSURANCE LTD. BLUECARE TENNESSEE	P.O. Box 1344 SCOTT C PIERCE, PRESIDENT & CEO	1 CAMERON HILL CIRCLE	Grand Cayman CHATTANOOGA	Cayman Islands TN	37402-0000	Insurance policy for liability claims MANAGED CARE PROVIDER	11/13/2016	
BLUECROSS BLUESHIELD OF TENNESSEE	PROVIDER CONTRACT MANAGEMENT	801 PINE STREET	CHATTANOOGA	TN	37402-0000	MANAGED CARE PROVIDER/OUTPATIENT THERAPY:		
CARIS HEALTHCARE LP	PO BOX 30474		KNOXVILLE	TN	37930-0000	NETWORK S. NETWORK P. MEDICARE ADVANTAGE SERVICES AGREEMENT/HOSPICE CARE	9/30/2016 12/1/2015	
CENTERS FOR MEDICARE AND MEDICAID SERVICE	OFFICE OF THE REGIONAL ADMINISTRATOR	61 FORSYTH STREET, SW, STE 4T20	ATLANTA	GA	30303-8909	CLIA WAIVER/CERTIFICATE OF WAIVER ID NUMBER	8/31/2016	
CIGNA HEALTHCARE OF TENNESSEE, INC	ATTN: DIRECTOR OF PROVIDER CONTRACTING	1000 CORPORATE CENTER, SUITE 500	FRANKLIN	TN	37067-0000	MANAGED CARE PROVIDER	10/31/2016	
CONSOLIDATED MEDICAL STAFFING, INC	8 SOUTH EVERGREEN STREET		MEMPHIS	TN	38104-3919	STAFFING AGREEMENT		
DANIELS, GWYN	ADDRESS UNAVAILABLE AT TIME OF FILING					BEAUTY/BARBER SERVICES AGREEMENT	7/11/2002	Evergreen
DIALYSIS CLINIC, INC.	1600 HAYES STREET	SUITE 300	NASHVILLE	TN	37203-0000	SERVICES AGREEMENT/DIALYSIS SERVICES	6/1/2016	
DR E K JOHNSON, III	1705 WINDOVER DRIVE		NASHVILLE	TN	37218-0000	PHYSICIAN: MEDICAL DIRECTOR AGREEMENT	8/26/2016	
DVA RENAL HEALTHCARE, INC.	C/O DAVITA, INC., ATTN: GROUP GENERAL COUNSEL	5200 VIRGINIA WAY	BRENTWOOD	TN	37027-0000	DIALYSIS TRANSFER AGREEMENT/OUTPATIENT DIALYSIS SERVICES	9/26/2015	
ELDERSCRIPT SERVICES	144 S THOMAS STREET	STE 101-1	TUPELO	MS	38801-0000	PHARMACY CONSULTING SERVICES AGREEMENT	10/18/2016	
EVERGREEN REHABILITATION	136 ST. MATTHEWS AVENUE, SUITE 300	STE 101-1	LOUISVILLE	KY	40207-0000	PHARMACY PRODUCTS AND SERVICES AGREEMENT THERAPY SERVICES AGREEMENT/REHABILITATIVE THERAPY SERVICES	10/18/2016 12/31/2018	Pursuant to agreement regarding all Debtors
EVERGREEN REHABILITATION	136 ST. MATTHEWS AVENUE, SUITE 300		LOUISVILLE	KY	40207-0000	THERAPY SERVICES AGREEMENT/REHABILITATIVE THERAPY SERVICES	12/31/2018	
EYEAMERICA, LLC	120 W FIRE TOWER RD		WINTERSVILLE	NC	28590-9475	SERVICES AGREEMENT/OPTOMETRY SERVICES	10/6/2012	
GENERATION NUTRITION CONSULT	1788 RED JACKET DR		ANTIOCH	TN	37013-0000	CONSULTANT	10/31/2015	
GSL LIMITED LIABILITY PARTNERSHIP	ATTN: WILLIAM ORAND	SIX CADILLAC DRIVE, SUITE 310	BRENTWOOD	TN	37027-0000	LEASE AGREEMENT (AS AMENDED)/FACILITY LEASE	12/31/2021	
INTERNATIONAL FIDELITY INSURANCE COMPANY	ONE NEWARK CENTER	20TH FLOOR	NEWARK	NJ	07102-5207	RESIDENT SURETY BOND/BOND NO. SAIFSU0657742	8/19/2016	
IV MANAGEMENT SERVICES	DIVISON OF LEE MEDICAL, INC.	PO BOX 682027	FRANKLIN	TN	37068-0000	SERVICES AGREEMENT/CATHETER SERVICES	9/27/2016	
LIFE GAS	251 MCHENRY CIR		LIVINGSTON	TN	38570-0000	THERAPY SERVICES AGREEMENT/RESPIRATORY THERAPY SERVICES	9/13/2012	
LIFEGUARD AMBULANCE SERVICE	1933 ELM TREE DRIVE		NASHVILLE	TN	37210-0000	SERVICES AGREEMENT/PATIENT TRANSPORTATION SERVICE - AMBULANCE	5/10/2015	
MAIL SHIP TECHNOLOGY	3435 BRECKINRIDGE BLVD	STE 100	DULUTH	GA	30096-4932	EQUIPMENT: SUPPORT & SERVICE AGREEMENT/HASLER POSTAGE METER	4/6/2016	
MARGUS MOBILE DENTAL SERVICE, LLC	PO BOX 332640		MURFREESBORO	TN	37133-0000	SERVICES AGREEMENT/DENTAL SERVICES	8/13/2015	
MIDDLE TENNESSEE MEDICAL CENTER	1700 MEDICAL CENTER PKWY		MURFREESBORO	TN	37129-0000	PATIENT TRANSFER AGREEMENTS/HOSPITAL TRANSFER	6/27/2015	
MIDDLE TENNESSEE MEDICAL CENTER	400 N HIGHLAND AVE.		MURFREESBORO	TN	37130-0000	LABORATORY AGREEMENT/LABORATORY TESTING SERVICES	4/20/2010	
MURFREESBORO MANAGEMENT ASSOCIATES, LLC	SIX CADILLAC DRIVE, STE 310		BRENTWOOD	TN	37027-0000	MANAGEMENT SERVICES AGREEMENT/BOULEVARD TERRACE MANAGEMENT AGREEMENT	Evergreen	
MUSIC CITY POWER AND GENERATION	1100 FOSTER AVENUE	SUITE 110	NASHVILLE	TN	37210-0000	AGREEMENT/EMERGENCY POWER SYSTEM - 1 GENERAC 30KW #2070353 ; 2 GENERAC 30KW #785416	1/5/2017	
NATIONAL DATACARE CORPORATION	PO BOX 222430		CHANTILLY	VA	20153-2430	SERVICES AGREEMENT/RESIDENT FUND MANAGEMENT SERVICE - CAPITAL ONE	12/14/2016	
NOVACOPY	PO BOX 372 DEPT 200		MEMPHIS	TN	38101-0000	EQUIPMENT: SUPPORT & SERVICE AGREEMENT/KMBS B552	9/8/2020	
NUTRITIONAL CONSULTANT SERVICES	2511 BURGESS STREET		MURFREESBORO	TN	37128-0000	CONSULTANT AGREEMENT/REGISTERED DIETITIAN	8/15/2015	
ODYSSEY HEALTHCARE OF NASHVILLE	1400 DONELSON PIKE	SUITE B-1	NASHVILLE	TN	37217-0000	TANGIE WISEMEN SERVICES AGREEMENT/HOSPICE CARE	10/31/2015	

PITCOCK BIOMEDICAL INC	5894 MURFREESBORO HWY	MANCHESTER	TN	37555-0000	EQUIPMENT: SUPPORT & SERVICE AGREEMENT/DURABLE EQUIPMENT INSPECTION	11/23/2012
QUALITY MOBILE X-RAY SERVICES INC	640 GRASSMERE PARK, SUITE 116	NASHVILLE	TN	37211-0000	EQUIPMENT: SUPPORT & SERVICE AGREEMENT/X-RAY/EKG/ULTRASOUND	3/31/2016
RECALL SECURE DESTRUCTION INC	15311 COLLECTION CENTER DRIVE	CHICAGO	IL	60693-0100	SERVICES AGREEMENT/DOCUMENT SECURE DESTRUCTION	10/19/2016
SECURITY SERVICES OF MURFREESBORO	410 NORTH FRONT STREET	MURFREESBORO	TN	37130-0000	SERVICES AGREEMENT/FIRE AND SECURITY MONITORING THERAPY SERVICES AGREEMENT/SPEECH, PHYSICAL, OCCUPATIONAL	9/29/2003
SELECT MEDICAL REHAB SERVICES	2455-C MCMULLEN BOOTH ROAD	CLEARWATER	FL	33759-0000	OCCUPATIONAL	4/30/2016
ST THOMAS RUTHERFORD HOSPITAL	102 WOODMONT BLVD, SUITE 800	NASHVILLE	TN	37205-0000	AGREEMENT/HOSPITAL TRANSFER	6/30/2018
STATE OF TENNESSEE DEPARTMENT OF FINANCE	310 GREAT CIRCLE ROAD	NASHVILLE	TN	37202-1700	MANAGED CARE PROVIDER/TENNCARE LEVEL I	12/11/2014
STATE OF TENNESSEE DEPARTMENT OF FINANCE	310 GREAT CIRCLE ROAD	NASHVILLE	TN	37202-1700	MANAGED CARE PROVIDER/TENNCARE LEVEL II	12/11/2014
TENNESSEE BOARD OF PHARMACY	665 MAINSTREAM DRIVE	NASHVILLE	TN	37249-0000	PHARMACY REGISTRATION/TN CONTROLLED SUBSTANCE LICENSE #4852	3/31/2017
TENNESSEE DEPT OF HEALTH-RENEWAL	DEPARTMENT OF HEALTH	NASHVILLE	TN	37219-8990	FACILITY LICENSE/LICENSE NO. 0000000217	5/5/2017
THE TESS COMPANY	PO BOX 1916	GALLATIN	TN	37066-1916	EQUIPMENT: SUPPORT & SERVICE AGREEMENT/MEDICAL GASES PRODUCT AND EQUIPMENT RENTAL	2/10/2014
TRUGREEN	543 EXPRESSWAY PARK DRIVE	NASHVILLE	TN	37210-0000	SERVICES AGREEMENT/LAWN AND LANDSCAPE	12/16/2017
UNITEDHEALTHCARE PLAN OF THE RIVER VALLE	1300 RIVER DRIVE	MOULNE	IL	61265-0000	MANAGED CARE PROVIDER/TENNCARE CHOICES	12/31/2016
US DEA	DRUG ENFORCEMENT ADMINISTRATION	WASHINGTON	DC	20537-0000	PHARMACY REGISTRATION/AUTOMATED DISPENSING SYST. FE2492700 DEA REGISTRATION NO. FE2492700 AFFILIATION AGREEMENT/CLINICAL EDUCATION	8/31/2018
VANDERBILT UNIVERSITY	461 21ST AVENUE SOUTH	NASHVILLE	TN	37240-1119	AGREEMENT	4/11/2015
VOLUNTEER STATE HEALTH PLAN, INC	1 CAMERON HILL CIRCLE	CHATTANOOGA	TN	37402-0000	MANAGED CARE PROVIDER/TENNCARE CHOICES	3/10/2017
WELLNESS SOLUTIONS, INC	73 WHITE BRIDGE ROAD	NASHVILLE	TN	37205-0000	SERVICES AGREEMENT/MEDICAL AND/OR PSYCHIATRIC	12/31/2015
WINDSOR HEALTH PLAN, INC	7100 COMMERCE WAY	BRENTWOOD	TN	37027-0000	MANAGED CARE PROVIDER/MEDICARE ADVANTAGE	12/31/2016

Vanguard Eldercare of Jackson County (16-03308)	Address1	Address2	City	State	Zip	Description	TermRemaining	Cure Amt.
AMEDISYS HOME HEALTH CARE OF RIPLEY	208 STONE STREET		RIPLEY	WV	25271-0000	AGREEMENT/PREFERRED PROVIDER AGREEMENT	4/25/2015	Pursuant to agreement regarding all Debtors
BHC-LTC INSURANCE LTD.	P.O. Box 1344		Grand Cayman	Cayman Islands		Insurance policy for liability claims		
CENTERS FOR MEDICARE AND MEDICAID SERVIC	OFFICE OF THE REGIONAL ADMINISTRATOR	150 S. INDEPENDENCE MALL WEST, Suite 216	PHILADELPHIA	PA	19106-0000	GLIA WAIVER/CERTIFICATE OF WAIVER ID NUMBER 51D0883483	3/7/2018	
CHARLESTON AREA MEDICAL CENTER	501 MORRIS STREET		CHARLESTON	WV	25301-0000	PATIENT TRANSFER AGREEMENTS/HOSPITAL BEAUTY/BARBER SERVICES	4/12/2016	
DORIS PURSLEY	50 PINE TREE LANE		RIPLEY	WV	20271-0000	AGREEMENT/BEAUTY SHOP AGREEMENT	10/21/2015	
ELDERCARE OF JACKSON COUNTY, LLC	6 CADILLAC DR	STE 310	BRENTWOOD	TN	37027-5080	OPERATING AGREEMENT	Evergreen	
ELDERSCRIPT SERVICES	144 S THOMAS STREET	STE 101-1	TUPELO	MS	38801-0000	PHARMACY CONSULTING SERVICES AGREEMENT	1/31/2017	Pursuant to agreement regarding all Debtors
EVERGREEN REHABILITATION	136 ST. MATTHEWS AVENUE, SUITE 300		LOUISVILLE	KY	40207-0000	THERAPY SERVICES AGREEMENT/REHABILITATIVE THERAPY SERVICES	12/31/2018	
FRESENIUS MEDICAL CARE OF CHARLESTON	2345 CHESTERFIELD AVE.		CHARLESTON	WV	25304-0000	SERVICES AGREEMENT/DIALYSIS	12/3/2015	
GENERATIONAL NUTRITION CONSULT	1788 RED JACKET DR		ANTIOCH	TN	37013-0000	SERVICES AGREEMENT/REGISTERED DIETITIAN CONSULTANT	10/31/2015	
HEALTH NET FEDERAL SERVICES	ATTN: PROVIDER NETWORK MANAGEMENT	2107 WILSON BOULEVARD, SUITE 900	ARLINGTON	VA	22201-0000	MANAGED CARE PROVIDER/TRICARE	8/21/2016	
HIGHMARK BCBS WEST VIRGINIA	614 MARKET ST. PO BOX 1948		PARKERSBURG	WV	26102-0000	MANAGED CARE PROVIDER/COMMERCIAL AND MEDICARE ADVANTAGE	10/1/2016	
HOSPICECARE	ATTN: LARRY ROBERTSON		CHARLESTON	WV	25387-0000	HOSPICE AGREEMENT/HOSPICE SERVICES	9/11/2015	
HUSSEIN E EL-KHATIB MD	401 DIVISION STREET	1606 KANAWHA BLVD., W SUITE 204	SOUTH CHARLESTON	WV	25309-0000	SERVICES AGREEMENT/PSYCHIATRY	6/5/2015	
I JOHN SNYDER D O	JACKSON INTERNAL MEDICINE	PO BOX 151	RIPLEY	WV	25271-0000	PHYSICIAN: MEDICAL DIRECTOR AGREEMENT RESIDENT SURETY BOND/BOND/POLICY NO.	5/31/2017	
INTERNATIONAL FIDELITY INSURANCE COMPANY	ONE NEWARK CENTER	20TH FLOOR	NEWARK	NJ	07102-5207	SAFSU0674004	8/19/2016	
JACKSON CTY EMERGENCY MED SVC	P O BOX 106		RIPLEY	WV	25271-0000	INDEPENDENT CONTRACTOR AGREEMENT/AMBULANCE SERVICE- NON-EMERGENCY MEDICAL TRANSPORTS	1/31/2016	
JAN-CARE AMBULANCE OF FAYETTE COUNTY	PO BOX 2414		BECKLEY	WV	25802-2414	SERVICES AGREEMENT/AMBULANCE SERVICE	1/31/2016	
MUSIC CITY POWER AND GENERATION	1100 FOSTER AVENUE	SUITE 110	NASHVILLE	TN	37210-0000	AGREEMENT/EMERGENCY POWER SYSTEM - ONAN 30KW #J7702711	1/5/2017	
NOVACOPI	PO BOX 372 DEPT 200		MEMPHIS	TN	38101-0000	EQUIPMENT: SUPPORT & SERVICE AGREEMENT/COPIER B601	4/25/2013	
NOVACOPI	PO BOX 372 DEPT 200		MEMPHIS	TN	38101-0000	KMBS B601	4/28/2015	
PHILIP VICINI DDS	10 DOGWOOD DRIVE		KENNA	WV	25248-0000	CONSULTANT AGREEMENT/DENTIST	2/7/2015	
PITNEY BOWES	PO BOX 371896		PITTSBURGH	PA	15250-7896	OFFICE EQUIPMENT/POSTAGE METER	4/12/2014	
QUALITY MOBILE IMAGING	501 5TH AVE	SUITE #2	HUNTINGTON	WV	25701-0000	SERVICES AGREEMENT/MOBILE DIAGNOSTIC SERVICES	9/25/2015	
RECALL SECURE DESTRUCTION INC	15311 COLLECTION CENTER DRIVE		CHICAGO	IL	60693-0100	SERVICES AGREEMENT/DOCUMENT SECURE DESTRUCTION	8/16/2016	
RESPIRATORY HEALTH SERVICES	PO BOX 679		KENNETT SQUARE	PA	19348-0679	SERVICES AGREEMENT/RESPIRATORY CARE, OXYGEN/EQUIPMENT	4/30/2016	
SCENTAIR TECHNOLOGIES	PO BOX 906032		CHARLOTTE	NC	28290-6032	SERVICES AGREEMENT/ENVIRONMENTAL SCENT SERVICE	11/28/2015	
SELECT MEDICAL REHAB SERVICES	2455-C MCMULLEN BOOTH ROAD		CLEARWATER	FL	33759-0000	THERAPY SERVICES AGREEMENT/SPEECH, PHYSICAL, OCCUPATIONAL	4/30/2016	
STATE OF WEST VIRGINIA DEPARTMENT OF HEA	1 DAVIS SQUARE	SUITE 100 EAST	CHARLESTON	WV	25301-0000	FACILITY LICENSE/LICENSE NUMBER 73	1/31/2017	

SUDDENLINK	PO BOX 660365		DALLAS	TX	75266-0365	SERVICES AGREEMENT/CABLE TELEVISION SERVICES	8/10/2014
THE HEALTH PLAN OF THE UPPER OHIO VALLEY	100 LILLIAN GISH BOULEVARD	SUITE 4816	MASSILLON	OH	44648-0000	MANAGED CARE PROVIDER	9/25/2016
THINK A NEW	PO BOX 669		MADISON	MS	39130-0669	EQUIPMENT: LEASE AND SERVICE AGREEMENT/PHONE EQUIPMENT	2/28/2018
TRUGREEN	543 EXPRESSWAY PARK DRIVE		NASHVILLE	TN	37210-0000	AGREEMENT/LAWN/LANDSCAPE SERVICES	12/16/2017
VALLEY DIAGNOSTIC LAB INC.	PO BOX 33	1504 JACKSON PIKE	GALLIPOLIS	OH	45631-0000	SERVICES AGREEMENT/DIAGNOSTIC LAB TESTING	6/30/2014
W & W VENDING	4217 WEST WASHINGTON STREET		CHARLESTON	WV	25313-0000	AGREEMENT/EMERGENCY WATER SERVICE	1/27/2016
WEST VIRGINIA BOARD OF PHARMACY	232 CAPITOL STREET		CHARLESTON	WV	25301-0000	PHARMACY LICENSE/CONTROLLED SUBSTANCE DEA # BE9741489	6/30/2016
WEST VIRGINIA MEDICAL INSTITUTE	3001 CHESTERFIELD PLACE		CHARLESTON	WV	25304-0000	MEMORANDUM OF AGREEMENT/MEDICARE REVIEW	7/31/2016

Vanguard Glen Oaks (16-03310)	Name	Address1	Address2	City	State	Zip	Description	Term/Remaining	Cure Amt.
	ALIVE HOSPICE	1718 PATTERSON STREET		NASHVILLE	TN	37211-0000	HOSPICE AGREEMENT	4/7/2016	Evergreen
AMERICAN HEALTH ASSOCIATES	ALUPRO/STAFNET, LLC	LOUIS F TAPIA, CEO	545 MAINSTREAM DR, Suite 402	NASHVILLE	TN	37228-0000	STAFFING AGREEMENT	4/30/2014	
		15712 SW 41ST ST	SUITE 16	DAVIE	FL	33331-0000	LABORATORY AGREEMENT		
AMERIGROUP	COMMUNITY CARE		PO BOX 933657	ATLANTA	GA	31193-9557	MANAGED CARE PROVIDER/MEDICARE AND MEDICAID	8/23/2017	
	AVALON HOSPICE-TULLAHOMA	1802 N JACKSON ST., STE 900		TULLAHOMA	TN	37388-0000	HOSPICE AGREEMENT	8/27/2015	
BAPTIST HEALTH PLAN NETWORK	ATTN: DIRECTOR, NETWORK DEVELOPMENT AND		651 PERIMETER PARK DRIVE, SUITE 300	LEXINGTON	KY	40517-0000	MANAGED CARE PROVIDER/FORMERLY BLUEGRASS	3/31/2017	Pursuant to agreement regarding all Debtors
							FAMILY HEALTH		
BHC-LTC INSURANCE LTD.	P.O. Box 1344			Grand Cayman	Cayman Islands		Insurance policy for liability claims		
	PROVIDER CONTRACT MANAGEMENT		801 PINE STREET	CHATTANOOGA	TN	37402-0000	MANAGED CARE PROVIDER/MEDICARE ADVANTAGE	10/5/2015	
BLUECROSS BLUESHIELD OF TENNESSEE	PROVIDER CONTRACT MANAGEMENT		801 PINE STREET	CHATTANOOGA	TN	37402-0000	MANAGED CARE PROVIDER/OUTPATIENT THERAPY: NETWORK S. NETWORK P. MEDICARE ADVANTAGE	10/21/2016	
	ATTN: DIRECTOR, NETWORK DEVELOPMENT AND		651 PERIMETER PARK DRIVE, SUITE 300	LEXINGTON	KY	40517-0000	MANAGED CARE PROVIDER/HEALTHCARE SERVICES	3/31/2016	
BLUEGRASS FAMILY HEALTH INC.	PO BOX 78131			MILWAUKEE	WI	53278-0000	EQUIPMENT: SUPPORT & SERVICE AGREEMENT/CABLE	9/25/2019	
	CARIS HEALTHCARE LP	PO BOX 30474		KNOXVILLE	TN	37930-0000	SERVICES AGREEMENT/HOSPICE SERVICES	7/23/2015	
CENTERS FOR MEDICARE AND MEDICAID SERVIC	OFFICE OF THE REGIONAL ADMINISTRATOR		150 S. INDEPENDENCE MALL WEST, Suite 216	PHILADELPHIA	PA	19106-0000	CLIA WAIVER/CERTIFICATE OF WAIVER ID NUMBER	8/31/2016	
	CIGNA HEALTHCARE OF TENNESSEE, INC	ATTN: DIRECTOR OF PROVIDER CONTRACTING	1000 CORPORATE CENTER, SUITE 500	FRANKLIN	TN	37067-0000	MANAGED CARE PROVIDER	10/31/2016	
DIALYSIS CLINIC, INC.	ATTN: PRESIDENT		1633 CHURCH STREET, SUITE 500	NASHVILLE	TN	37203-0000	SERVICES AGREEMENT/DIALYSIS SERVICES	1/6/2016	
	ELDERSCRIPT SERVICES	144 S THOMAS STREET	STE 101-1	TUPELO	MS	38801-0000	PHARMACY CONSULTING SERVICES AGREEMENT	9/30/2016	
ELDERSCRIPT SERVICES	144 S THOMAS STREET		STE 101-1	TUPELO	MS	38801-0000	PHARMACY PRODUCTS AND SERVICES AGREEMENT	9/30/2016	Pursuant to agreement regarding all Debtors
EVERGREEN REHABILITATION	136 ST. MATTHEWS AVENUE, SUITE 300			LOUISVILLE	KY	40207-0000	THERAPY SERVICES AGREEMENT/REHABILITAVE	12/31/2018	
	FAVORITE HEALTHCARE STAFFING	7255 W 98TH TERRACE - BLDG 5	SUITE 150	OVERLAND PARK	KS	66212-0000	THERAPY SERVICES		
HEART LEAF DENTAL, PLLC	9005 OVERLOOK BLVD			BRENTWOOD	TN	37027-0000	STAFFING AGREEMENT	3/18/2016	
	2835 HWY 231 NORTH			SHELBYVILLE	TN	37160-0000	SERVICES AGREEMENT/DENTAL SERVICES		
HERITAGE MEDICAL CENTER INC	CREEKSIDE CROSSING IV		12 CADILLAC DRIVE, SUITE 360	BRENTWOOD	TN	37027-0000	CONTRACT IS NOT EXECUTED	4/17/2016	
	CREEKSIDE CROSSING IV		12 CADILLAC DRIVE, SUITE 360	BRENTWOOD	TN	37027-0000	SERVICES AGREEMENT/HOSPICE SERVICES	11/26/2015	
HOSPICE COMPASSUS	ONE NEWARK CENTER		20TH FLOOR	NEWARK	NJ	07102-5207	SERVICES AGREEMENT/RESPITE CARE	11/20/2015	
	JOSEPH H RUPARD MD, PHD	883 UNION STREET		SHELBYVILLE	TN	37160-0000	RESIDENT SURETY BOND/SURETY BOND/POLICY NO. SAIFSUD0657740	8/15/2016	
MAIL SHIP TECHNOLOGY	3435 BRECKINRIDGE BLVD		STE 100	DULUTH	GA	30096-4932	PHYSICIAN: MEDICAL DIRECTOR AGREEMENT/MEDICAL	7/18/2017	
	MEDICAL PSYCHOLOGY CONSULTANTS LLC & AFF	PO BOX 743		SHELBYVILLE	TN	37162-0000	DIRECTOR	5/1/2017	
MEDSTAT EMS	200 SOUTH WOODLAND STREET			MANCHESTER	TN	37355-0000	EQUIPMENT: LEASE AGREEMENT/POSTAGE METER	4/16/2017	
	MIDDLE TENNESSEE MANAGEMENT ASSOCIATES, MOTLOW STATE COMMUNITY COLLEGE	6 CADILLAC DR	SUITE 310	BRENTWOOD	TN	37027-0000	AGREEMENT/MENTAL HEALTH	7/20/2015	
MUSIC CITY POWER AND GENERATION	1100 FOSTER AVENUE		SUITE 110	LYNCHBURG	TN	37352-0000	MANAGEMENT SERVICES AGREEMENT/GLEN OAKS	Evergreen	
	NOVACOPY	PO BOX 372 DEPT 200		NASHVILLE	TN	37210-0000	MANAGEMENT AGREEMENT	8/14/2016	
NOVACOPY	PO BOX 372 DEPT 200			MEMPHIS	TN	38101-0000	CLINICAL EDUCATION AGREEMENT	1/5/2017	
	PROFESSIONAL MEDICAL TRANSPORT INC	1335 CALLAHAN DR		MEMPHIS	TN	38101-0000	AGREEMENT/EMERGENCY POWER SYSTEM - CUMMINGS 200KW #D950575861	4/25/2013	
QUALITY MOBILE X-RAY SERVICES INC	640 GRASSMERE PARK, SUITE 116			KNOXVILLE	TN	37912-1204	EQUIPMENT: SUPPORT & SERVICE AGREEMENT/COPIER	12/27/2017	
	RECALL SECURE DESTRUCTION INC	15311 COLLECTION CENTER DRIVE		NASHVILLE	TN	37211-0000	#B421	12/31/2015	
SHELBYVILLE/BEDFORD COUNTY PUBLIC TRANSP	111 J G HELTON DRIVE			CHICAGO	IL	60693-0100	EQUIPMENT: LEASE AGREEMENT/COPIERS #PRO950, B423, V-25	3/31/2016	
				SHELBYVILLE	TN	37160-0000	AMBUANCE SERVICE AGREEMENT	9/1/2016	
							SERVICES AGREEMENT/X-RAY/EKG/ULTRASOUND	6/30/2007	
							DESTRUCTION		
							TRANSPORTATION AGREEMENTS/NON- EMERGENCY		
							TRANSPORTATION TO MEDICAL APPS.		

SHINWA TORASUTO CO, LTD	6 CADILLAC DRIVE	SUITE 310	BRENTWOOD	TN	37027-0000	CONSULTING AGREEMENT/CONSULTING SERVICES	6/30/2017
STATE OF TENNESSEE DEPARTMENT OF FINANCE	310 GREAT CIRCLE ROAD		NASHVILLE	TN	37202-1700	MANAGED CARE PROVIDER/TENNCARE MEDICAID - LEVEL I	5/29/2013
STATE OF TENNESSEE DEPARTMENT OF FINANCE	310 GREAT CIRCLE ROAD		NASHVILLE	TN	37202-1700	MANAGED CARE PROVIDER/TENNCARE MEDICAID - LEVEL II	5/29/2013
SUZUKI GROUP HK, LTD	6 CADILLAC DRIVE	SUITE 310	BRENTWOOD	TN	37027-0000	CONSULTANT SERVICES/GLEN OAKS CONSULTING SERVICES AGREEMENT	1/1/2019
TENNESSEE BOARD OF PHARMACY	665 MAINSTREAM DRIVE		NASHVILLE	TN	37243-0000	PHARMACY REGISTRATION/CONTROLLED SUBSTANCE REGISTRATION ID 0000004447	8/31/2016
TENNESSEE DEPT OF HEALTH-RENEWAL	DEPARTMENT OF HEALTH	C/O DEPARTMENT OF REVENUE	NASHVILLE	TN	37219-8990	FACILITY LICENSE/FACILITY LICENSE #0000000007	4/26/2017
TENNESSEE VALLEY REGIONAL PRACTICAL NURS	1405 MADISON STREET		SHELBYVILLE	TN	37160-0000	CLINICAL EDUCATION AGREEMENT	12/31/2014
TERRA RENEWAL SERVICES	PO BOX 3036		RUSSELVILLE	AR	72801-0000	SERVICES AGREEMENT/COOKING OIL/GREASE TRAP REMOVAL SERVICE	12/5/2014
THINK A NEW	PO BOX 669		MADISON	MS	39130-0669	EQUIPMENT: LEASE AND SERVICE AGREEMENT/PHONE EQUIPMENT	2/28/2018
TN TECHNOLOGY CENTER - SHELBYVILLE	1405 MADISON STREET		SHELBYVILLE	TN	37160-0000	CLINICAL EDUCATION AGREEMENT	9/19/2012
TRANSFILL EQUIPMENT SUPPLIES & SERVICES, TRICARE SOUTH REGION	PO BOX 1916		GALLATIN	TN	37066-0000	SERVICES AGREEMENT/OXYGEN AND CYLINDER SERVICE	1/11/2013
TRUGREEN	PO BOX 7039		CAMDEN	SC	29020-0000	MANAGED CARE PROVIDER	Evergreen
UNITEDHEALTHCARE OF TENNESSEE, INC	543 EXPRESSWAY PARK DRIVE		NASHVILLE	TN	37210-0000	AGREEMENT/LAWN AND LANDSCAPE	12/16/2017
UNITEDHEALTHCARE PLAN OF THE RIVER VALLE	9701 DATA PARK DRIVE	MN006-W600	MINNETONKA	MIN	55343-0000	MANAGED CARE PROVIDER/MEDICARE ADVANTAGE	4/30/2016
US DEA	1300 RIVER DRIVE	SUITE 200	MOULINE	IL	61265-0000	MANAGED CARE PROVIDER/TENNCARE CHOICES - AMERCHOICE	12/31/2015
VANGUARD HEALTHCARE, LLC	DRUG ENFORCEMENT ADMINISTRATION	U S DEPARTMENT OF JUSTICE	WASHINGTON	DC	20537-0000	PHARMACY REGISTRATION/AUTOMATED DISPENSING SYSTEM #FE0682600	8/31/2018
VOLUNTEER STATE HEALTH PLAN, INC	ATTN: WILLIAM ORAND	SIX CADILLAC DRIVE, SUITE 310	BRENTWOOD	TN	37027-0000	SUBLEASE AGREEMENT (AS AMENDED)/FACILITY LEASE	6/30/2017
VOLUNTEER WELDING SUPPLY	1 CAMERON HILL CIRCLE	ATTENTION: SONIA NELSON	CHATTANOOGA	TN	37402-0000	MANAGED CARE PROVIDER/TENNCARE CHOICES	7/14/2016
WINDSOR HEALTH PLAN, INC	815 5TH AVENUE SOUTH		NASHVILLE	TN	37203-0000	SERVICES AGREEMENT/CYLINDER GASES - OXYGEN	1/27/2016
X-RAY SERVICES INC	7100 COMMERCE WAY	SUITE 285	BRENTWOOD	TN	37027-0000	MANAGED CARE PROVIDER/MEDICARE ADVANTAGE	2/17/2017
	PO BOX 110359		NASHVILLE	TN	37222-0359	RADIOLOGY SERVICES AGREEMENT/RADIOLOGY/X-RAY	7/2/2015

Vanguard Palace RBS (16-03312)	Address1	Address2	City	State	Zip	Description	TermRemaining	Cure Amt. Pursuant to agreement regarding all Debtors
Name								
BHC-LTC INSURANCE LTD.	P.O. Box 1344		Grand Cayman	Cayman Islands		Insurance policy for liability claims		
CMC II, LLC	C/O CONSULATE MANAGEMENT COMPANY	800 CONCOURSE PARKWAY SOUTH	MAITLAND	FL	32751-0000	MANAGEMENT SERVICES AGREEMENT/PALACE	5/1/2021	
CMC II, LLC	C/O DAVID J LIENHART	200 SOUTH ORANGE AVE., Suite 1000	ORLANDO	FL	32801-0000	MANAGEMENT SERVICES AGREEMENT/PALACE	5/1/2021	
ELDERSCRIPT SERVICES	144 S THOMAS STREET	STE 101-1	TUPELO	MS	38801-0000	PHARMACY CONSULTING SERVICES	9/30/2016	
HJK ENTERPRISE PARTNERSHIP LTD., LLP	ATTN: WILLIAM ORAND	SIX CADILLAC DRIVE, SUITE 310	BRENTWOOD	TN	37027-0000	LEASE AGREEMENT (AS AMENDED)/FACILITY LEASE	3/31/2020	
PALACE RBS, LLC	309 MAIN STREET		RED BOWLING SPRINGS	TN	37150-0000	PALACE OPERATING AGREEMENT	Evergreen	
SUZUKI GROUP HK, LTD	6 CADILLAC DRIVE	SUITE 310	BRENTWOOD	TN	37027-0000	CONSULTANT SERVICES/PALACE CONSULTING SERVICES	1/1/2019	
TENNESSEE BOARD OF PHARMACY	665 MAINSTREAM DRIVE		NASHVILLE	TN	37243-0000	PHARMACY REGISTRATION/CONTROLLED SUBSTANCE	11/30/2016	
TENNESSEE DEPT OF HEALTH-RENEWAL	DEPARTMENT OF HEALTH	C/O DEPARTMENT OF REVENUE	NASHVILLE	TN	37219-8990	REGISTRATION - #4570	6/4/2017	
US DEA	DRUG ENFORCEMENT ADMINISTRATION	U S DEPARTMENT OF JUSTICE	WASHINGTON	DC	20537-0000	FACILITY LICENSE - RENEWED BY CONSULATE MGT	8/31/2018	
						PHARMACY REGISTRATION/AUTOMATED DISPENSING		
						SYSTEM FE1144093		

Vanguard Shady Lawn [16-03313]

Name	Address1	Address2	City	State	Zip	Description	Term Remaining	Cure Amt. Pursuant to agreement regarding all Debtors
BHC-LTC INSURANCE LTD. BRIGHTER DAY HEALTH BROWN VENDING COMPANY CAMELLIA HOSPICE	P.O. Box 1344 ED MASHEK, MANAGING PARTNER 761 MARQUETTE RD 2080 SOUTH FRONTAGE ROAD	2400 AUGUSTA DRIVE, SUITE 326 SUITE 103	Grand Cayman HOUSTON BRANDON VICKSBURG	Cayman Islands TX MS MS		Insurance policy for liability claims 77057-0000 SERVICES AGREEMENT/PSYCHIATRIC SERVICES 39042-0000 SERVICES AGREEMENT/VENDING SERVICE 39180-0000 SERVICES AGREEMENT/HOSPICE CARE	10/15/2016 11/30/2016 2/28/2017	
CENTERS FOR MEDICARE AND MEDICAID SERVICE CONNECTICUT GENERAL LIFE INSURANCE COMPA CORNERSTONE PALLIATIVE AND HOSPICE, LLC	OFFICE OF THE REGIONAL ADMINISTRATOR ATTN: DIRECTOR OF PROVIDER CONTRACTING ATTENTION: MARSHA BAKER	61 FORSYTH STREET, SW, STE 4120 1000 CORPORATE CENTER, SUITE 500 306 EAST JEFFERSON ST.	ATLANTA FRANKLIN YAZOO CITY	GA TN MS		CLIA WAIVER/CERTIFICATE OF WAIVER ID NUMBER 30303-8909 25D0691302 37067-0000 MANAGED CARE PROVIDER 39194-0000 HOSPICE AGREEMENT	8/31/2016 12/14/2016 5/31/2016	
DEPARTMENT OF HEALTH & HUMAN SERVICES DEPARTMENT OF VETERANS AFFAIRS	REGION IV ESTER WASHINGTON, CONTRACTING OFFICER	101 MARIETTA TOWER 2200 FT ROOTS DRIVE, BLDG 41, ROOM 220	ATLANTA NORTH LITTLE ROCK	GA AR		CERTIFICATION/MEDICARE SNF PROVIDER NO. - 25-5234 72114-0000 MANAGED CARE PROVIDER/VA CONTRACT PROVIDER ENROLLMENT/MISSISSIPPI MEDICAID PROVIDER	Evergreen 4/30/2020	
DIVISION OF MEDICAID ELDERSCRIPT SERVICES ELDERSCRIPT SERVICES	BUREAU OF FINANCIAL REPORTING 144 S THOMAS STREET 144 S THOMAS STREET	550 HIGH STREET, SUITE 1000 STE 101-1 STE 101-1	JACKSON TUPELO TUPELO	MS MS MS		NUMBER - 00220335 38801-0000 PHARMACY CONSULTING SERVICES AGREEMENT 38801-0000 PHARMACY PRODUCTS AND SERVICES AGREEMENT	Evergreen 7/31/2016	
EVERGREEN REHABILITATION FMU LIMITED LIABILITY PARTNERSHIP GAMMA HEALTHCARE GENTIVA HOSPICE	136 ST. MATTHEWS AVENUE, SUITE 300 ATTN: WILLIAM ORAND 1717 WEST MAUD 5350 POPLAR AVE	SIX CADILLAC DRIVE, SUITE 310	LOUISVILLE BRENTWOOD POPLAR BLUFF MEMPHIS	KY TN MO TN		THERAPY SERVICES AGREEMENT/REHABILITATIVE THERAPY 40207-0000 SERVICES 37027-0000 LEASE AGREEMENT (AS AMENDED)/FACILITY LEASE 63901-0000 SERVICES AGREEMENT/LABORATORY SERVICES 38119-0000 SERVICES AGREEMENT/HOSPICE SERVICES	12/31/2018 4/30/2016 11/14/2016	
HEALTH CARE FOR LIFE MS LLC HEALTH CARE FOR LIFE MS LLC HINDS COMMUNITY COLLEGE HOSPICE ADVANTAGE	RE: SERVICE AGREEMENTS 876 HIGHLAND COLONY PKWY OFFICE OF THE DEAN, NURSING AND ALLIED HEALTH 1650 HWY 61N 8-D	PO BOX 335 SUITE 210 1750 CHADWICK DRIVE	RUSSELLVILLE RIDGELAND JACKSON VICKSBURG	AL MS MS MS		CARE 39157-0000 SERVICES AGREEMENT/VISION SERVICES 39204-0000 CLINICAL EDUCATION AGREEMENT 39180-0000 SERVICES AGREEMENT/HOSPICE CARE	7/14/2016 3/13/2016 11/4/2016 7/31/2016	
INTERNATIONAL FIDELITY INSURANCE COMPANY J RUSSELL BARNES M D P C MISSISSIPPI STATE DEPT OF HEALTH	ONE NEWARK CENTER 103 CHERRYBARK LANE 570 EAST WOODROW WILSON DR.	20TH FLOOR	NEWARK VICKSBURG JACKSON	NJ MS MS		RESIDENT SURETY BOND/BONDS/POLICY #SAFSU0674002 39180-0000 PHYSICIAN: MEDICAL DIRECTOR AGREEMENT 39216-0000 FACILITY LICENSE/SNF #182	8/18/2016 6/3/2017 3/31/2017	
MS STATE BOARD OF PHARMACY	6360 55 N SUITE 400		JACKSON	MS		PHARMACY REGISTRATION/CONTROLLED SUBSTANCE REGISTRATION- CS-06966/ 04.2	12/31/2016	
MS STATE BOARD OF PHARMACY	6360 55 N SUITE 400		JACKSON	MS		PHARMACY REGISTRATION/CONTROLLED SUBSTANCE- ONLY REGISTRATION - 01251/8.2	12/31/2016	
MS STATE BOARD OF PHARMACY	6360 55 N SUITE 400		JACKSON	MS		PHARMACY PERMIT/INSTITUTIONAL PHARMACY - PERMIT NUMBER: 06966/ 4.2	12/31/2017	
MUSIC CITY POWER AND GENERATION NORTH SUNFLOWER MEDICAL CENTER	1100 FOSTER AVENUE 840 NORTH OAK AVENUE	SUITE 110	NASHVILLE RULEVILLE	TN MS		AGREEMENT/EMERGENCY POWER SYSTEM - KOHLER 37210-0000 60KW #375049 38771-0000 SERVICES AGREEMENT/DENTAL SERVICES	1/5/2017 12/12/2016	
NOVACOPY	PO BOX 372 DEPT 200		MEMPHIS	TN		EQUIPMENT: LEASE AGREEMENT/COPIER: KMBS B652 PHYSICIAN: MEDICAL DIRECTOR AGREEMENT/MEDICAL DIRECTOR - REHABILITATION	12/27/2016	
PAUL W PIERCE III	PAUL PIERCE	515 LAKEWOOD ROAD	VICKSBURG	MS			6/18/2017	
PITNEY BOWES GLOBAL FINANCIAL	SERVICES LLC	P O BOX 371887	PITTSBURGH	PA		EQUIPMENT: LEASE AGREEMENT/POSTAGE MACHINE	12/31/2016	
PORTABLE MEDICAL DIAGNOSTIC PRIME CARE NURSING, INC QUALITY LAWN CARE RCG-DELTA, LA	1855 LAKELAND DRIVE, SUITE G10 60 SHADY LAWN PLACE D/B/A QUALITY LAWN CARE 104 RAILROAD AVENUE	411 EVANS ST	JACKSON VICKSBURG VICKSBURG DELTA	MS MS MS LA		SERVICES AGREEMENT/X-RAY/DKG/MOBILE ULTRASOUND STAFFING AGREEMENT SERVICES AGREEMENT/LAWN CARE SERVICES AGREEMENT/DIALYSIS TREATMENT	3/31/2016 9/9/2016 6/30/2016 2/27/2016	
RCG-VICKSBURG, MS	105 KEYSTONE CIRCLE		VICKSBURG	MS		SERVICES AGREEMENT/OUTPATIENT DIALYSIS SERVICES	7/16/2016	
RCG-VICKSBURG, MS	RCG-DELTA C/O FRESSENIUS MEDICAL CARE NORTH AMERICA	920 WINTER STREET	WALTHAM	MA		SERVICES AGREEMENT/OUTPATIENT DIALYSIS SERVICES	7/16/2016	
RECALL SECURE DESTRUCTION INC RIVER REGION HEALTH SYSTEM SERENITY PREMIER HOSPICE	15311 COLLECTION CENTER DRIVE 2100 HOLLOWAY 61 NORTH PO BOX 820472		CHICAGO VICKSBURG VICKSBURG	IL MS MS		SERVICES AGREEMENT/DOCUMENT SECURE DESTRUCTION PATIENT TRANSFER AGREEMENT/HOSPITAL SERVICES AGREEMENT/HOSPICE CARE	8/1/2016 9/30/2016 2/28/2017	
SHADY LAWN HEALTH & REHAB	60 SHADY LAWN PLACE		VICKSBURG	MS		SERVICES AGREEMENT/LAUNDRY SERVICES PROVIDER FOR VB	12/31/2016	
SOLE CONNECTION FOOT CARE CLINIC ST. JOSEPH HOSPICE OF WEST MS, LLC FORME	157 F E SELLERS HIGHWAY 10615 JEFFERSON HIGHWAY		MONTICELLO BATON ROUGE	MS LA		SERVICES AGREEMENT/PODIATRY - DR. KENNETH FARRISH, DPM	5/1/2016 3/31/2016	

THINK A NEW TRUGREEN UNITEDHEALTHCARE OF MISSISSIPPI, INC US DEA VICKSBURG CONVALESCENT VICKSBURG CONVALESCENT WALLACES WASHATERIA WASTE MANAGEMENT WEST MISSISSIPPI MANAGEMENT ASSOCIATES, WEST MISSISSIPPI MANAGEMENT ASSOCIATES,	PO BOX 669 543 EXPRESSWAY PARK DRIVE 9701 DATA PARK DRIVE DRUG ENFORCEMENT ADMINISTRATION SIX CADILLAC DRIVE SIX CADILLAC DRIVE BARBARA INGLE 3700 HIGHWAY 61 SOUTH 6 CADILLAC DRIVE 6 CADILLAC DRIVE	MADISON NASHVILLE MINNETONKA WASHINGTON BRENTWOOD BRENTWOOD VICKSBURG VICKSBURG BRENTWOOD BRENTWOOD	MS TN MN DC TN TN MS MS TN TN	39130-0669 37210-0000 55343-0000 20537-0000 37027-0000 37027-0000 39180-0000 39180-0000 37027-0000 37027-0000	EQUIPMENT: LEASE AND SERVICE AGREEMENT/PHONE EQUIPMENT LAWN AND LANDSCAPE/TRUGREEN LAWN CARE MANAGED CARE PROVIDER/MEDICARE ADVANTAGE PHARMACY REGISTRATION/AUTOMATED DISPENSING SYSTEM BE9847077 PATIENT TRANSFER AGREEMENTS/EMERGENCY TRANSFER SERVICES AGREEMENT/LAUNDRY SERVICES FOR VICKSBURG CONVALESCENT HOME COMMERCIAL LEASE/LAUNDRY FACILITY SERVICES AGREEMENT/NON-HAZARDOUS WASTE REMOVAL OPERATING AGREEMENT MANAGEMENT SERVICES AGREEMENT/SHADY LAWN MANAGEMENT AGREEMENT	2/28/2018 12/16/2017 4/30/2016 8/31/2018 5/10/2017 1/1/2017 4/30/2018 2/28/2018 Evergreen Evergreen
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REST HAVEN HEALTH AND REHABILITATION	103 CUNNINGHAM DRIVE		MS	PATIENT TRANSFER AGREEMENTS/EMERGENCY	
SOUTHERNCARE, INC.	408 COUNCIL CIRCLE	SUITE B	MS	HOUSING	2/28/2017
SUNFLOWER DENTAL CLINIC	PO BOX 98		MS	38801-0000 HOSPICE AGREEMENT	5/4/2017
SUZUKI GROUP HK, LTD	6 CADILLAC DRIVE	SUITE 310	MS	38771-0000 SERVICES AGREEMENT/DENTAL SERVICES	10/31/2016
THINK A NEW	PO BOX 669		TN	CONSULTANT SERVICES/ASHLAND CONSULTING	1/1/2019
TIPPAH COUNTY HOSPITAL	PO BOX 499		MS	37027-0000 SERVICES AGREEMENT	
TRICARE	SOUTH REGION, PROVIDER DATA MANAGEMENT	PO BOX 7039	MS	EQUIPMENT: LEASE AND SERVICE	
TRI-LAKES MEDICAL CENTER	303 MEDICAL CENTER DRIVE		MS	39130-0669 AGREEMENT/PHONE EQUIPMENT	2/28/2018
UNITED HEALTH GROUP COMPANY	9701 DATA PARK DRIVE	MN006-W600	MS	PATIENT TRANSFER AGREEMENTS/HOSPITAL	
US DEA	DRUG ENFORCEMENT ADMINISTRATION	U S DEPARTMENT OF JUSTICE	MS	38663-0000 TRANSFER (BRIAR CREST)	5/26/1992
			DC	29020-7039 MANAGED CARE PROVIDER	Evergreen
			DC	38606-0000 SERVICES AGREEMENT/PSYCHOLOGICAL OR	6/25/2012
			DC	PHYSIATRIC SERVICES (BRIAR CREST)	
			DC	55343-0000 MANAGED CARE PROVIDER/MEDICARE ADVANTAGE	4/30/2016
			DC	PHARMACY REGISTRATION/AUTOMATED DISPENSING	
			DC	20537-0000 SYSTEM - BE9847089	8/31/2018

Vanguard of Church Hill (16-03315)	Name	Address1	Address2	City	State	Zip	Description	Term/Remaining	Cure Amt.
AMEDISYS HOSPICE CARE	116 JACK WHITE DRIVE	SUITE 6	KINGSPORT	TN	37664-0000	HOSPICE AGREEMENT/HOSPICE SERVICES	11/9/2016		
	COMMUNITY CARE	PO BOX 933657	ATLANTA	GA	31193-3657	MANAGED CARE PROVIDER/MEDICARE AND MEDICAID	12/31/2017		
	ATTN: DIRECTOR, NETWORK DEVELOPMENT AND	651 PERIMETER PARK DRIVE, SUITE 300	LEXINGTON	KY	40517-0000	HEALTH	3/31/2017	Pursuant to agreement regarding all Debtors	
BAPTIST HEALTH PLAN NETWORK			Grand Cayman	Cayman Islands			Insurance policy for liability claims		
	BHC-LTC INSURANCE LTD.	P.O. Box 1344		KINGSPORT	TN	37660-0000	SERVICES AGREEMENT/OUTPATIENT DIALYSIS SERVICES	2/6/2017	
	BIO-MEDICAL APPLICATIONS OF TENNESSEE, I	ATTENTION: AREA MANAGER	3600 NETHERLAND INN ROAD	CHATTANOOGA	TN	37402-0000	MANAGED CARE PROVIDER/OUTPATIENT THERAPY: NETWORK S, NETWORK P, MEDICARE ADVANTAGE EQUIPMENT: SUPPORT & SERVICE AGREEMENT/CABLE &	10/7/2016	
	BLUECROSS BLUESHIELD OF TENNESSEE	PROVIDER CONTRACT MANAGEMENT	801 PINE STREET	MILWAUKEE	WI	53278-0000	INTERNET	10/23/2019	
	BULK TV & INTERNET	PO BOX 78131		CHARLOTTE	NC	28217-0000	SERVICES AGREEMENT/COFFEE SERVICES & VENDING	6/17/2016	
	CANTEN VENDING SERVICES, DIV OF COMPASS	GENERAL COUNSEL AND SECRETARY	2400 YORKMONT ROAD	KNOXVILLE	TN	37930-0000	EQUIPMENT	2/6/2016	
	CARIS HEALTHCARE LP	PO BOX 30474		ATLANTA	GA	30303-8909	SERVICES AGREEMENT/HOSPICE CARE	8/31/2016	
	CENTERS FOR MEDICARE AND MEDICAID SERVIC	OFFICE OF THE REGIONAL ADMINISTRATOR	61 FORSYTH STREET, SW, STE 4T20			44D0859568	CLIA WAIVER/CERTIFICATE OF WAIVER ID NUMBER		
	CHURCH HILL EMERGENCY MEDICAL	PO BOX 206		CHURCH HILL	TN	37642-0000	AMBULANCE SERVICE AGREEMENT/CONTRACT	3/28/2017	
	CHURCH HILL PROPERTIES	6 CADILLAC DRIVE	SUITE 310	BRENTWOOD	TN	37027-0000	UNEXECUTED	Evergreen	
	CHURCH HILL PROPERTIES, LLC	ATTN: WILLIAM ORAND	SIX CADILLAC DRIVE, SUITE 310	BRENTWOOD	TN	37027-0000	OPERATING AGREEMENT	1/31/2019	
	CIGNA HEALTHCARE OF TENNESSEE, INC	ATTN: DIRECTOR OF PROVIDER CONTRACTING	1000 CORPORATE CENTER, SUITE 500	FRANKLIN	TN	37067-0000	LEASE AGREEMENT (AS AMENDED)/FACILITY LEASE	11/30/2016	
	DEPARTMENT OF VETERAN AFFAIRS	NETWORK CONTRACTING OFFICE 9	1635 MEDICAL CENTER PARKWAY, Suite 400	MURFREESBORO	TN	37129-0000	MANAGED CARE PROVIDER	11/30/2016	
	EAST TENNESSEE STATE UNIVERSITY	QUILLEN COLLEGE OF MEDICINE, OFFICE OF THE	EXEC. ASSOCIATE VP FOR FINANCE AND ADMIN	JOHNSON CITY	TN	37614-1704	MANAGED CARE PROVIDER/MEDICARE ADVANTAGE		
	ELDERSCRIPT SERVICES	144 S THOMAS STREET	STE 101-1	TUPELO	MS	38801-0000	CLINICAL EDUCATION AGREEMENT/CLINICAL AFFILIATION	7/31/2016	
	ELDERSCRIPT SERVICES	144 S THOMAS STREET	STE 101-1	TUPELO	MS	38801-0000	AGREEMENT	9/30/2016	Pursuant to agreement regarding all Debtors
	EVERGREEN REHABILITATION	136 ST. MATTHEWS AVENUE, SUITE 300		LOUISVILLE	KY	40207-0000	PHARMACY CONSULTING SERVICES AGREEMENT	9/30/2016	
EXTENDED CARE INFORMATION NETWORK, INC.	ATTN: CORY FOSCO	8700 WEST BRYN MAWR AVE, Suite 700N	CHICAGO	IL	60631-0000	PHARMACY PRODUCTS AND SERVICES AGREEMENT	12/31/2018		
GENTEC CORP	1612 HWY 75		BLOUNTVILLE	TN	37617-0000	THERAPY SERVICES AGREEMENT/REHABILITAVE THERAPY SERVICES	3/29/2016		
HEALTHCARE SERVICES GROUP INC	3220 TILLMAN DRIVE	STE 300	BENSALEM	PA	19020-0000	SUBSCRIPTION AGREEMENT/PATIENT REFERRAL SERVICE	4/7/2016		
INDIAN PATH MEDICAL CENTER	PO BOX 1787		JOHNSON CITY	TN	37605-1787	MAINTENANCE AGREEMENT/GENERATOR MAINTENANCE			
INFANT CONSULTANTS OF TENNESSEE, PC	ATTN: LEGAL AFFAIRS	4605 LANKERSHIM BLVD, SUITE 617	NORTH HOLLYWOOD	CA	91602-0000	HSK/LNDRY: SERVICES	3/21/2016		
INTEGRATED SOLUTIONS HEALTH NETWORK	208 SUNSET DRIVE		JOHNSON CITY	TN	37604-0000	AGREEMENT/HOUSEKEEPING/LAUNDRY SERVICES	1/31/2017		
INTERNATIONAL FIDELITY INSURANCE COMPANY	ONE NEWARK CENTER	20TH FLOOR	NEWARK	NJ	07102-5207	LABORATORY AGREEMENT/SYNERGY LAB	1/24/2017		
JENKINS, MARK COLEMAN MD MBA	ADDRESS UNAVAILABLE AT TIME OF FILING					SERVICES AGREEMENT/PSYCHIATRY SERVICES	8/11/2016		
MAIL SHIP TECHNOLOGY	3435 BRECKINRIDGE BLVD	STE 100	DULUTH	GA	30096-4932	MANAGED CARE PROVIDER	8/19/2016		
MOBILE IMAGES	PO BOX 21780		CHATTANOOGA	TN	37424-0780	RESIDENT SURETY BOND/BOND/POLICY NO. SAIFSU0674008	7/23/2016		
MOUNTAIN STATES HEALTH ALLIANCE D/B/A JO	400 N STATE OF FRANKLIN ROAD		JOHNSON CITY	TN	37604-0000	PHYSICIAN: MEDICAL DIRECTOR AGREEMENT	7/12/2016		
MUSIC CITY POWER AND GENERATION	1100 FOSTER AVENUE	SUITE 110	NASHVILLE	TN	37210-0000	EQUIPMENT: SUPPORT & SERVICE AGREEMENT/HASLER	1/26/2017		
NATIONAL DATACARE CORPORATION	PO BOX 222430		CHATTANOOGA	TN	37604-0000	SERVICES AGREEMENT/MOBILE RADIOLOGY/X-RAY	2/10/2017		
NOVACOPI	PO BOX 372 DEPT 200		CHATTANOOGA	TN	37604-0000	PATIENT TRANSFER AGREEMENTS/HOSPITAL TRANSFERS	1/5/2017		
NOVACOPI	PO BOX 372 DEPT 200		CHATTANOOGA	TN	37604-0000	AGREEMENT/EMERGENCY POWER SYSTEM - ONAN 30KW	3/25/2013		
ONE CARE DENTAL SOLUTIONS LLC	109 W RICKERT AVENUE		CHATTANOOGA	TN	37604-0000	AGREEMENT/EMERGENCY POWER SYSTEM - ONAN 30KW	8/29/2016		
RECALL SECURE DESTRUCTION INC	15311 COLLECTION CENTER DRIVE		CHATTANOOGA	TN	37604-0000	EQUIPMENT: LEASE AGREEMENT/COPIER: KMBS B283	9/8/2019		
SHIRLEY BOYD - CONTRACT	298 N ROGERS STREET		CHATTANOOGA	TN	37604-0000	EQUIPMENT: SUPPORT & SERVICE AGREEMENT/COPIERS:	4/12/2016		
SMOKY MOUNTAIN HOME HEALTH & HOSPICE, IN	222 HERITAGE BOULEVARD		CHATTANOOGA	TN	37604-0000	KMBS 552 - (2) KMBS B25'S	8/21/2016		
STATE OF TENNESSEE DEPARTMENT OF FINANCE	310 GREAT CIRCLE ROAD		CHATTANOOGA	TN	37604-0000	SERVICES AGREEMENT/DENTAL SERVICES	8/21/2016		
STATE OF TENNESSEE DEPARTMENT OF FINANCE	310 GREAT CIRCLE ROAD		CHATTANOOGA	TN	37604-0000	SERVICES AGREEMENT/DENTAL SERVICES	8/21/2016		

TENNESSEE BOARD OF PHARMACY TENNESSEE DEPT OF HEALTH-RENEWAL THINK A NEW	665 MAINSTREAM DRIVE DEPARTMENT OF HEALTH PO BOX 669	C/O DEPARTMENT OF REVENUE	NASHVILLE NASHVILLE	TN TN	37243-0000 37219-8990 39130-0669	PHARMACY REGISTRATION/CONTROLLED SUBSTANCE REGISTRATION #0000004295 FACILITY LICENSE/LICENSE # 00000000125 EQUIPMENT, LEASE AND SERVICE AGREEMENT/PHONE EQUIPMENT	1/31/2017 4/26/2017 2/28/2018
TMNO HEALTHCARE LLC D/B/A AVALON HOSPICE	1802 NORTH JACKSON STREET	SUITE 900	TULLAHOOMA	TN	37388-0000	HOSPICE AGREEMENT/HOSPICE SERVICES AGREEMENT MANAGED CARE PROVIDER/HUMANA MILITARY PROVIDER LETTER	12/22/2015 Evergreen
TRICARE	SOUTH REGION, PROVIDER DATA MANAGEMENT	PO BOX 7039	CAMDEN	SC	29020-7039	SERVICES AGREEMENT/EYE CARE	5/27/2016
TRIDENTUSA MOBILE CLINICAL SERVICES, LLC	800 TIFFANY BOULEVARD	SUITE 101	ROCKY MOUNT	NC	27804-0000	SERVICES AGREEMENT/FOOT CARE	5/27/2016
TRUGREEN	543 EXPRESSWAY PARK DRIVE	SUITE 101	NASHVILLE	TN	37210-0000	AGREEMENT/LAWN/LANDSCAPE SERVICES	12/16/2017
UNITEDHEALTHCARE INSURANCE COMPANY	9701 DATA PARK DRIVE	MN0006-W600	MINNETONKA	MIN	55343-0000	MANAGED CARE PROVIDER/MEDICARE ADVANTAGE MANAGED CARE PROVIDER/AMERICHOICE - TENNCARE CHOICES	4/30/2016 12/31/2016
UNITEDHEALTHCARE PLAN OF THE RIVER VALLE	1300 RIVER DRIVE	SUITE 200	MOLINE	IL	61265-0000	PHARMACY REGISTRATION/AUTOMATED DISPENSING SYSTEM NO. F02148545	8/31/2018
US DEA VOLUNTEER STATE HEALTH PLAN, INC	DRUG ENFORCEMENT ADMINISTRATION 1 CAMERON HILL CIRCLE	U.S DEPARTMENT OF JUSTICE ATTENTION: SONYA NELSON	WASHINGTON CHATTANOOGA	DC TN	20537-0000 37402-0000	MANAGED CARE PROVIDER/TENNCARE CHOICES	2/28/2017
WELLMONT BRISTOL REGIONAL MEDICAL CENTER	1 MEDICAL PARK BOULEVARD	ATTENTION: CHIEF EXECUTIVE OFFICER	BRISTOL	TN	37620-0000	PATIENT TRANSFER AGREEMENTS/HOSPITAL TRANSFERS TRANSPORTATION AGREEMENTS/PATIENT TRANSFER AGREEMENT	2/7/2017
WELLMONT HEALTH SYSTEM	HOLSTON VALLEY MED CENTER	PO BOX 1089	BRISTOL	TN	37620-0000	SERVICES AGREEMENT/HOSPICE CARE	5/29/2016
WELLMONT HOSPICE	280 STEELES ROAD	SUITE 285	BRISTOL	TN	37027-0000	MANAGED CARE PROVIDER/MEDICARE ADVANTAGE	10/30/2015
WINDSOR HEALTH PLAN, INC	7100 COMMERCE WAY		BRENTWOOD	TN			12/31/2015

Vanguard of Manchester (16-03317)						Term	Remaining	Cure Amt.
Name	Address1	Address2	City	State	Zip	Description		
ALBERT BRANDON	395 INTERSTATE DRIVE		MANCHESTER	TN	37355-0000	PHYSICIAN: MEDICAL DIRECTOR AGREEMENT SERVICES AGREEMENT/NOT EXECUTED - THIS	6/19/2017	
ALLIED WASTE SERVICES	PO BOX 9001099		LOUISVILLE	KY	40290-1099	AGREEMENT IS INCOMPLETE	12/31/2014	
AMERICAN HEALTH ASSOCIATES	15712 SW 41ST ST	SUITE 16	DAVIE	FL	33331-0000	LABORATORY AGREEMENT/LAB SERVICES	3/25/2016	
AMERIGROUP	COMMUNITY CARE	PO BOX 933657	ATLANTA	GA	31193-3657	MANAGED CARE PROVIDER/TENNCARE CHOICES	12/31/2016	
ASERA CARE HOSPICE	414 WILSON AVENUE		TULLAHOMA	TN	37388-0000	SERVICES AGREEMENT/HOSPICE CARE	12/31/2015	
BAPTIST HEALTH PLAN NETWORK	ATTN: DIRECTOR, NETWORK DEVELOPMENT AND	651 PERIMETER PARK DRIVE, SUITE 500	LEXINGTON	KY	40517-0000	MANAGED CARE PROVIDER/FORMERLY BLUEGRASS FAMILY HEALTH	3/31/2016	Pursuant to agreement regarding all Debtors
BHC-LTC INSURANCE LTD.	P.O. Box 1344		Grand Cayman	Cayman Islands		Insurance policy for liability claims		
BLUECROSS BLUESHIELD OF TENNESSEE	PROVIDER CONTRACT MANAGEMENT	801 PINE STREET	CHATTANOOGA	TN	37402-0000	MANAGED CARE PROVIDER/OUTPATIENT THERAPY: NETWORK S, NETWORK P, MEDICARE ADVANTAGE EQUIPMENT: SUPPORT & SERVICE	10/28/2016	
BULK TV & INTERNET	PO BOX 78131		MILWAUKEE	WI	53278-0000	AGREEMENT/CABLE & INTERNET	9/25/2019	
CALDWELL LAWN AND LANDSCAPING SERVICE	112 8TH AVENUE SE		WINCHESTER	TN	37398-0000	SERVICES AGREEMENT/LAWN AND LANDSCAPE	2/20/2013	
CANTEEN LINCOLN COUNTY VENDING	605 GREEN ST		FAYETTEVILLE	TN	37334-0000	AGREEMENT/VENDING SERVICES	12/31/2015	
CENTERS FOR MEDICARE AND MEDICAID SERVICE	OFFICE OF THE REGIONAL ADMINISTRATOR	61 FORSYTH STREET, SW, STE 4720	ATLANTA	GA	30303-8909	CLIA WAIVER/CERTIFICATE OF WAIVER ID NUMBER 44D0927299	4/15/2017	
CHARTER COMMUNICATIONS	PO BOX 742613		CINCINNATI	OH	45274-2613	AGREEMENT/HOSPITAL BULK RATE AGREEMENT FOR CABLE TV SERVICES	9/7/2003	
CIGNA HEALTHCARE OF TENNESSEE, INC	ATTN: DIRECTOR OF PROVIDER CONTRACTING	1000 CORPORATE CENTER, SUITE 500	FRANKLIN	TN	37067-0000	MANAGED CARE PROVIDER	11/14/2016	
CUMBERLAND RADIATION ASSOCIATES LLC	PO BOX 11407	DEPT 0765	BIRMINGHAM	AL	35246-0765	THERAPY SERVICES AGREEMENT/RADIATION	6/30/2015	
ELDERSCRIPT SERVICES	144 S THOMAS STREET	STE 101-1	TUPELO	MS	38801-0000	PHARMACY CONSULTING SERVICES AGREEMENT	7/31/2016	
ELDERSCRIPT SERVICES	144 S THOMAS STREET	STE 101-1	TUPELO	MS	38801-0000	PHARMACY SERVICES PROVIDER AGREEMENT	7/31/2016	Pursuant to agreement regarding all Debtors
EVERGREEN REHABILITATION	136 ST. MATTHEWS AVENUE, SUITE 300		LOUISVILLE	KY	40207-0000	THERAPY SERVICES AGREEMENT/REHABILITAVE THERAPY SERVICES	12/31/2018	
HEALTHCARE SERVICES GROUP INC	3220 TILLMAN DRIVE	STE 300	BENSALEM	PA	19020-0000	AGREEMENT/HOUSEKEEPING/LAUNDRY	4/21/2015	
INTERNATIONAL FIDELITY INSURANCE COMPANY	ONE NEWARK CENTER	20TH FLOOR	NEWARK	NJ	07102-5207	RESIDENT SURETY BOND/SURETY BOND/POLICY NO. SAIFSU0674005	8/19/2016	
MAIL SHIP TECHNOLOGY	3435 BRECKINRIDGE BLVD	STE 100	DULUTH	GA	30096-4932	EQUIPMENT: LEASE AGREEMENT/HASLER - POSTAGE METER	4/6/2016	
MANCHESTER PROPERTIES 2010, LLC	ATTN: WILLIAM ORAND	SIX CADILLAC DRIVE, SUITE 310	BRENTWOOD	TN	37027-0000	LEASE AGREEMENT (AS AMENDED)/FACILITY LEASE	7/31/2020	
MEDICAL CENTER OF MANCHESTER	PO BOX 1409		MANCHESTER	TN	37349-1409	PATIENT TRANSFER AGREEMENTS/HOSPITAL	5/6/2015	
MEDICAL CENTER OF MANCHESTER	PO BOX 1409		MANCHESTER	TN	37355-0000	PATIENT TRANSFER AGREEMENTS/HOSPITAL	12/28/1997	
MILESTONE STAFFING SERVICES	BRANCH MANAGER	ONE VANTAGE WAY, SUITE E-130	NASHVILLE	TN	37228-0000	STAFFING AGREEMENT	8/11/2015	
MOTLOW STATE COMMUNITY COLLEGE	PO BOX 8500		LYNCHBURG	TN	37352-0000	CLINICAL EDUCATION AGREEMENT	10/16/2014	
MUSIC CITY POWER AND GENERATION	1100 FOSTER AVENUE	SUITE 110	NASHVILLE	TN	37210-0000	AGREEMENT/EMERGENCY POWER SYSTEM - KOHLER 275KW #380932	1/5/2017	
NOVACOPI	PO BOX 372 DEPT 200		MEMPHIS	TN	38101-0000	EQUIPMENT: LEASE AGREEMENT/COPIERS B652, B423	12/27/2016	
ONE CARE DENTAL SOLUTIONS LLC	109 W RICKERT AVENUE		DICKSON	TN	37055-0000	SERVICES AGREEMENT/DENTAL SERVICES - CONSULTANT	6/13/2015	
PAUL E HONEYCUTT, DDS	822 MCARTHUR STREET		MANCHESTER	TN	37355-0000	SERVICES AGREEMENT/DENTAL SERVICES - CONSULTANT	5/31/2015	
QUALITY MOBILE X-RAY SERVICES INC	640 GRASSMERE PARK, SUITE 116		NASHVILLE	TN	37211-0000	SERVICES AGREEMENT/X-RAY/EKG/ULTRASOUND	3/31/2016	
RECALL SECURE DESTRUCTION INC	15311 COLLECTION CENTER DRIVE		CHICAGO	IL	60693-0100	SERVICES AGREEMENT/DOCUMENT SECURE DESTRUCTION	9/1/2016	
SELECT MEDICAL REHAB SERVICES	2455-C MCMULLEN BOOTH ROAD		CLEARWATER	FL	33759-0000	THERAPY SERVICES AGREEMENT/SPEECH, PHYSICAL, OCCUPATIONAL	4/30/2015	
STATE OF TENNESSEE DEPARTMENT OF FINANCE	310 GREAT CIRCLE ROAD		NASHVILLE	TN	37202-1700	MANAGED CARE PROVIDER/TENNCARE MEDICAID - ICF	5/20/2015	

STATE OF TENNESSEE DEPARTMENT OF FINANCE	310 GREAT CIRCLE ROAD	NASHVILLE	TN	37202-1700	MANAGED CARE PROVIDER/TENNCARE MEDICAID - SNF	5/20/2015
TENNESSEE BOARD OF PHARMACY	665 MAINSTREAM DRIVE	NASHVILLE	TN	37243-0000	PHARMACY REGISTRATION/CONTROLLED SUBSTANCE REGISTRATION ID NUMBER	1/31/2017
TENNESSEE DEPT OF HEALTH-RENEWAL	DEPARTMENT OF HEALTH	NASHVILLE	TN	37219-8990	FACILITY LICENSE/FACILITY LICENSE #355	4/30/2017
TENNESSEE VALLEY REGIONAL PRACTICAL NURS	1405 MADISON STREET	SHELBYVILLE	TN	37160-0000	CLINICAL EDUCATION AGREEMENT	12/31/2011
TENNESSEE VALLEY REGIONAL PRACTICAL NURS	1405 MADISON STREET	SHELBYVILLE	TN	37160-0000	AFFILIATION AGREEMENT/CLINICAL EDUCATION AGREEMENT	12/31/2013
TERRA RENEWAL SERVICES	PO BOX 3036	RUSSELVILLE	AR	72801-0000	ENVIRONMENTAL SERVICES/GREASE REMOVAL	2/28/2015
THINK A NEW	PO BOX 669	MADISON	MS	39130-0669	EQUIPMENT: LEASE AND SERVICE AGREEMENT/PHONE EQUIPMENT	2/28/2018
TRACY BRANT	222 SHELBYVILLE MILLS RD	SHELBYVILLE	TN	37160-0000	BEAUTY/BARBER SERVICES AGREEMENT/BEAUTY AND BARBER SERVICES	11/9/2015
TRANSFILL EQUIPMENT SUPPLIES & SERVICES,	PO BOX 1916	GALLATIN	TN	37066-0000	MEDICAL EQUIPMENT/MEDICAL GAS (COMPRESSED)	1/10/2013
TRICARE	SOUTH REGION, PROVIDER DATA MANAGEMENT	CAMDEN	SC	29020-7039	MANAGED CARE PROVIDER	Evergreen
TRIDENTUSA MOBILE CLINICAL SERVICES, LLC	800 TIFFANY BOULEVARD	ROCKY MOUNT	NC	27804-0000	PODIATRY	9/23/2014
TRUGREEN	543 EXPRESSWAY PARK DRIVE	NASHVILLE	TN	37210-0000	AGREEMENT/LAWN AND LANDSCAPE	12/17/2017
UNITEDHEALTHCARE INSURANCE COMPANY	9701 DATA PARK DRIVE	MINNETONKA	MN	55343-0000	MANAGED CARE PROVIDER/MEDICARE	4/30/2016
UNITEDHEALTHCARE PLAN OF THE RIVER VALLE	1300 RIVER DRIVE	MOLINE	IL	61265-0000	MANAGED CARE PROVIDER/TENNCARE CHOICES	12/31/2016
US DEA	DRUG ENFORCEMENT ADMINISTRATION	WASHINGTON	DC	20537-0000	PHARMACY REGISTRATION/AUTOMATED DISPENSING SYSTEM FM0148521	8/31/2018
VANDERBILT UNIVERSITY	461 21ST AVENUE SOUTH	NASHVILLE	TN	37240-1119	AFFILIATION AGREEMENT/CLINICAL EDUCATION AGREEMENT	4/6/2015
VOLUNTEER STATE HEALTH PLAN, INC	1 CAMERON HILL CIRCLE	CHATTANOOGA	TN	37402-0000	MANAGED CARE PROVIDER/TENNCARE CHOICES	7/14/2016
WELLNESS SOLUTIONS, INC	73 WHITE BRIDGE ROAD	NASHVILLE	TN	37205-0000	SERVICES AGREEMENT/PSYCHIATRY	4/29/2016
WINDSOR HEALTH PLAN, INC	7100 COMMERCE WAY	BRENTWOOD	TN	37027-0000	MANAGED CARE PROVIDER/MEDICARE	12/31/2016



REFRESHMENTS, INC	PO BOX 240	CORINTH	MS	38835-0240	SERVICES AGREEMENT/VENDING	11/12/2016
REGION IV MENTAL HEALTH RETARDATI	PO BOX 839	CORINTH	MS	38835-0000	AGREEMENT/PSYCHOLOGY	5/12/2016
RENAL CARE GROUP	RCG-CORINTH	TUPELO	MS	38801-0000	AGREEMENT/DIALYSIS	6/8/2015
RIPLY PROPERTIES 91, LP	ATTN: WILLIAM ORAND	BRENTWOOD	TN	37027-0000	LEASE AGREEMENT (AS AMENDED)/FACILITY LEASE	4/27/2019
SCENTAIR TECHNOLOGIES	PO BOX 906032	CHARLOTTE	NC	28290-6032	EQUIPMENT: SUPPORT & SERVICE AGREEMENT/ENVIRONMENTAL SCENT	3/31/2015
SOUTHERN CARE, INC.	2014 EAST JOHN CARPENTER PARKWAY	IRVING	TX	75062-0000	HOSPICE AGREEMENT	5/11/2015
SUZUKI GROUP HK, LTD	6 CADILLAC DRIVE	BRENTWOOD	TN	37027-0000	CONSULTANT SERVICES/REST HAVEN CONSULTING SERVICES AGREEMENT	1/1/2019
THINK A NEW TRICARE	PO BOX 669	MADISON	MS	39130-0669	EQUIPMENT: LEASE AND SERVICE AGREEMENT/PHONE EQUIPMENT	2/28/2018
UNITEDHEALTHCARE INSURANCE COMPANY	SOUTH REGION, PROVIDER DATA MANAGEMENT	CAMDEN	SC	29020-7039	MANAGED CARE PROVIDER	Evergreen
US DEA	9701 DATA PARK DRIVE	MINNETONKA	MN	55343-0000	MANAGED CARE PROVIDER/OVATIONS MEDICARE ADVANTAGE	4/30/2016
WASTE MANAGEMENT OF LOUISIANA AND MISSIS	DRUG ENFORCEMENT ADMINISTRATION	WASHINGTON	DC	20537-0000	PHARMACY REGISTRATION/AUTOMATED DISPENSING SYSTEM - BE9847053	8/31/2018
WISE MEDICAL STAFFING SVCS	1450 COUNTRY CLUB DRIVE	JACKSON	MS	39209-0000	ENVIRONMENTAL SERVICES/NON-HAZARDOUS WASTE	10/1/2016
	432 MAGAZINE STREET	TUPELO	MS	38804-0000	AGREEMENT/STAFFING	2/24/2017

Vanguard Vicksburg Convalescent (16-03321)	Address1 Name ACS INC.	Address2 PROVIDER SERVICES	City JACKSON	State MS	Zip 39255-3078	Description EDI AGREEMENT/MS DIVISION OF MEDICAID	Term/Remaining Evergreen	Cure Amt. Pursuant to agreement regarding all Debtors
BHC-LTC INSURANCE LTD.	P.O. Box 1344		Grand Cayman	Cayman Islands		Insurance policy for liability claims		
BRIGHTER DAY HEALTH	ED MASHEK, MANAGING PARTNER	2400 AUGUSTA DRIVE, SUITE 326	HOUSTON	TX	77057-0000	SERVICES AGREEMENT/PSYCHIATRIC SERVICES EQUIPMENT: SUPPORT & SERVICE AGREEMENT/TV & INTERNET	10/14/2016	
BULK TV & INTERNET	PO BOX 78131		MILWAUKEE	WI	53278-0000	SERVICES AGREEMENT/HOSPICE CARE - 844 IS ATTACHED TO THE CONTRACT	4/4/2021	
CAMELLIA HOME HEALTH AND HOSPICE	ATTN: JENNIFER CAVENY	135 MAYFAIR RD	HATTIESBURG	MS	39402-0000	CLIA WAIVER/CERTIFICATE OF WAIVER ID NUMBER 30303-8909 25D0691320	2/1/2017	
CENTERS FOR MEDICARE AND MEDICAID SERVIC CONNECTICUT GENERAL LIFE INSURANCE COMPA	OFFICE OF THE REGIONAL ADMINISTRATOR ATTN: DIRECTOR OF PROVIDER CONTRACTING	61 FORSYTH STREET, SW, STE 4T20 1000 CORPORATE CENTER, SUITE 500	ATLANTA FRANKLIN	GA TN	30303-8909 37067-0000	MANAGED CARE PROVIDER HOSPICE AGREEMENT/8AA IS ATTACHED TO THE CONTRACT	8/31/2016 12/14/2016	
CORNERSTONE PALLIATIVE AND HOSPICE, LLC	3289 MCCULLOUGH BLVD		BELDEN	MS	38826-0000		8/14/2016	
ELDERSCRIPT SERVICES	144 S THOMAS STREET	STE 101-1	TUPELO	MS	38801-0000	PHARMACY CONSULTING SERVICES AGREEMENT PHARMACY PRODUCTS AND SERVICES	9/10/2016	
ELDERSCRIPT SERVICES	144 S THOMAS STREET	STE 101-1	TUPELO	MS	38801-0000	AGREEMENT	9/10/2016	Pursuant to agreement regarding all Debtors
EVERGREEN REHABILITATION	136 ST. MATTHEWS AVENUE, SUITE 300		LOUISVILLE	KY	40207-0000	THERAPY SERVICES AGREEMENT/REHABILITAVE THERAPY SERVICES	12/31/2018	
FMI LIMITED LIABILITY PARTNERSHIP	ATTN: WILLIAM ORAND	SIX CADILLAC DRIVE, SUITE 310	BRENTWOOD	TN	37027-0000	LEASE AGREEMENT (AS AMENDED)/FACILITY LEASE		
GAMMA HEALTHCARE GENTIVA HOSPICE	1717 WEST MAUD 5350 POPLAR AVE		POPLAR BLUFF MEMPHIS	MO TN	63901-0000 38119-0000	LABORATORY AGREEMENT/LABORATORY SERVICES SERVICES AGREEMENT/HOSPICE SERVICES SERVICES AGREEMENT/DIAGNOSTIC /	4/30/2017 11/14/2016	
HEALTH CARE FOR LIFE MS LLC HEALTH CARE FOR LIFE MS LLC	RE: SERVICE AGREEMENTS 876 HIGHLAND COLONY PKWY	PO BOX 335 SUITE 210	RUSSELLVILLE RIDGELAND	AL MS	35653-0000 39157-0000	THERAPEUTIC FOOT CARE SERVICES AGREEMENT/VISION SERVICES	7/14/2016 10/1/2016	
HINDS COMMUNITY COLLEGE HOSPICE ADVANTAGE	OFFICE OF THE DEAN, NURSING AND ALLIED HEALTH 1865 LAKELAND DR SUITE A	1750 CHADWICK DRIVE	JACKSON JACKSON	MS MS	39204-0000 39216-0000	CLINICAL EDUCATION AGREEMENT/POOL NURSING (SCHOOL) PRACTICAL NURSING SERVICES AGREEMENT/HOSPICE CARE	4/26/2017 8/7/2016	
INTERNATIONAL FIDELITY INSURANCE COMPANY J RUSSELL BARNES M D P C MISSISSIPPI STATE DEPT OF HEALTH	ONE NEWARK CENTER 103 CHERRYBARK LANE 570 EAST WOODROW WILSON DR.	20TH FLOOR	NEWARK VICKSBURG JACKSON	NJ MS MS	07102-5207 39180-0000 39216-0000	SAFESU0688791 PHYSICIAN: MEDICAL DIRECTOR AGREEMENT FACILITY LICENSE/SNF LICENSE #176 PHARMACY REGISTRATION/CONTROLLED PHARMACY REGISTRATION/CONTROLLED	8/19/2016 6/5/2017 3/31/2017	
MS STATE BOARD OF PHARMACY	6360 IS5 N SUITE 400		JACKSON	MS	39211-2038	SUBSTANCE REGISTRATION - CS06965/ 4.2	12/31/2016	
MS STATE BOARD OF PHARMACY	6360 IS5 N SUITE 400		JACKSON	MS	39211-2038	SUBSTANCE REGISTRATION #CS-01268/08.2 PHARMACY PERMIT/INSTITUTIONAL PHARMACY - PERMIT NUMBER 06965/ 4.2	12/31/2016	
MS STATE BOARD OF PHARMACY	6360 IS5 N SUITE 400		JACKSON	MS	39211-2038	AGREEMENT/EMERGENCY POWER SYSTEM - CUMMINGS 175KW #60876558	12/31/2017	
MUSIC CITY POWER AND GENERATION NORTH SUNFLOWER MEDICAL CENTER	1100 FOSTER AVENUE 840 NORTH OAK AVENUE	SUITE 110	NASHVILLE RULEVILLE	TN MS	37210-0000 38771-0000	SERVICES AGREEMENT/DENTAL SERVICES EQUIPMENT: LEASE AGREEMENT/COPIER -	1/5/2017 12/31/2016	
NOVACOPY	PO BOX 372 DEPT 200		MEMPHIS	TN	38101-0000	DP3030H EQUIPMENT: SUPPORT & SERVICE	7/31/2009	
NOVACOPY	PO BOX 372 DEPT 200		MEMPHIS	TN	38101-0000	AGREEMENT/COPIER - DP6030H EQUIPMENT: LEASE AGREEMENT/COPIER - KMBS	4/30/2011	
NOVACOPY	PO BOX 372 DEPT 200		MEMPHIS	TN	38101-0000	B652 PHYSICIAN: MEDICAL DIRECTOR	12/27/2016	
PAUL W PIERCE III	PAUL PIERCE	515 LAKEWOOD ROAD	VICKSBURG	MS	39180-0000	REHABILITATION SERVICES AGREEMENT/RADIOLOGY/X-RAY PROCEDURES	6/18/2017	
PORTABLE MEDICAL DIAGNOSTIC	1855 LAKELAND DRIVE, SUITE G10		JACKSON	MS	39216-0000	SERVICES AGREEMENT/RCG - DELTA, LA DIALYSIS SERVICES	4/1/2017	
RENAL CARE GROUP	RCG-DELTA C/O FRESNIUS MEDICAL CARE NORTH AMERICA	920 WINTER STREET	WALTHAM	MA	02451-1457	SERVICES	5/14/2017	
RENAL CARE GROUP	RCG-DELTA	104 RAILROAD AVENUE	DELTA	LA	71233-0000	SERVICES	5/14/2017	

RENAL CARE GROUP	RCG-VICKSBURG	105 KEYSTONE CIRCLE	VICKSBURG	MS	SERVICES AGREEMENT/RCG - VICKSBURG DIALYSIS SERVICES	5/14/2017
RIVER REGION HEALTH SYSTEM	2100 HIGHWAY 61 NORTH		VICKSBURG	MS	PATIENT TRANSFER AGREEMENTS/HOSPITAL	4/30/2017
SERENITY PREMIER HOSPICE	PO BOX 820472		VICKSBURG	MS	SERVICES AGREEMENT/HOSPICE CARE	11/7/2016
SHADY LAWN HEALTH & REHAB	60 SHADY LAWN PLACE		VICKSBURG	MS	PATIENT TRANSFER AGREEMENTS/EMERGENCY HOUSING	3/25/2017
SHADY LAWN NURSING HOME	PO BOX 821266	ATTENTION: ADMINISTRATOR	VICKSBURG	MS	PATIENT TRANSFER AGREEMENTS/EMERGENCY HOUSING	2/7/2017
SHADY LAWN NURSING HOME	PO BOX 821266	ATTENTION: ADMINISTRATOR	VICKSBURG	MS	SERVICES AGREEMENT/LAUNDRY SERVICES	12/31/2016
SHRED-IT USA LLC	PO BOX 13574		NEW YORK	NY	10087-3574 SERVICES AGREEMENT/DOCUMENT DESTRUCTION	11/6/2016
ST. JOSEPH HOSPICE OF WEST MS, LLC FORMER	10615 JEFFERSON HIGHWAY		BATON ROUGE	LA	70809-0000 HOSPICE AGREEMENT/HOSPICE SERVICES	8/25/2016
THINK A NEW	PO BOX 669		MADISON	MS	EQUIPMENT: SUPPORT & SERVICE	2/28/2018
TURF TIGER LAWN SERVICE LLC	515 DOGWOOD LAKE DRIVE		VICKSBURG	MS	MAINTENANCE AGREEMENT/LAWN AND LANDSCAPE SERVICE	8/31/2016
US DEA	DRUG ENFORCEMENT ADMINISTRATION	U S DEPARTMENT OF JUSTICE	WASHINGTON	DC	20537-0000 PHARMACY REGISTRATION/AUTOMATED DISPENSING SYSTEM- BE9847041 MANAGEMENT SERVICES	8/31/2018
VICKSBURG MANAGEMENT ASSOCIATES LLC	SIX CADILLAC DRIVE	SUITE 310	BRENTWOOD	TN	37027-0000 AGREEMENT/VICKSBURG CONVALESCENT	Evergreen
VICKSBURG PROPCO, LLC	6 CADILLAC DRIVE	SUITE 310	BRENTWOOD	TN	37027-0000 MANAGEMENT AGREEMENT OPERATING AGREEMENT	Evergreen
WASTE MANAGEMENT	1450 COUNTRY CLUB DR		JACKSON	MS	SERVICES AGREEMENT/NON-HAZARDOUS WASTE REMOVAL	2/21/2018

Vanguard Whitehall OpCo (16-03322) Name	Address1	Address2	City	State	Zip	Description	Term/Remaining	Cure Amt.
ABILITY NETWORK, INC. AGENCY FOR HEALTH CARE ADMINISTRATION ALARM PARTNERS AMERICAN ELDERCARE, INC.	100 NORTH 6TH ST. 2727 MAHAN DRIVE 1025 NW 17TH AVE #A-1 ROBERT G SCHEMEL, PRESIDENT	SUITE 900A  1456S SIMS ROAD	MINNEAPOLIS TALLAHASSEE DELRAY BEACH DELRAY BEACH	MN FL FL FL	55403-0000 32308-0000 33445-2563 33484-0000	EQUIPMENT: SUPPORT & SERVICE AGREEMENT/NOT EXECUTED FACILITY LICENSE/SNF LICENSE 1605095 SERVICES AGREEMENT/ALARM SERVICES MANAGED CARE PROVIDER	6/18/2014 8/1/2017 12/31/2015 8/31/2016	
BHC-LTC INSURANCE LTD. BIGLA F ATTAR, MD	P.O. Box 1344 2800 S OCEAN BLVD 20-A		Grand Cayman BOCA RATON	Cayman Islands FL	33432-0000	Insurance policy for liability claims PHYSICIAN: MEDICAL DIRECTOR AGREEMENT MANAGED CARE PROVIDER/COMMERCIAL PPO, MEDICARE ADVANTAGE PPO AND HMO, HEALTH OPTIONS HMO	1/28/2017	Pursuant to agreement regarding all Debtors
BLUE CROSS BLUE SHIELD OF FLORIDA, INC. BOCA RATON COMMUNITY HOSPITAL, INC.	ATTN: VICE PRESIDENT FOR NETWORK MANAGEMENT ATTN: RANDOLPH J PIERCE	4800 DEERWOOD CAMPUS PARKWAY 800 MEADOWS ROAD	JACKSONVILLE BOCA RATON	FL FL	32246-0000 33486-0000	LABORATORY AGREEMENT/CLINICAL LAB SERVICES SOFTWARE LICENSE & SERVICE	7/14/2016 10/1/2015	
CAREFUSION 203 CENTERS FOR MEDICARE AND MEDICAID SERVIC CHARLES STEWART CIGNA HEALTHCARE OF FLORIDA COMCAST COMMERCE AND INDUSTRY INSURANCE COMPANY COMMUNITY BLOOD CENTERS COMS INTERACTIVE, LLC DAVID L SLOTNICK, MD DEPARTMENT OF VETERANS AFFAIRS	3750 TORREY VIEW COURT OFFICE OF THE REGIONAL ADMINISTRATOR 660 GLADES RD # 460 ATTN: DIRECTOR OF PROVIDER CONTRACTING PO BOX 530099 176 WATER STREET 1700 N STATE ROAD 7 60 WEST STREETSBORO ST, #5 10347 GENTLEWOOD FOREST DRIVE WEST PALM BEACH VAMC/NC08	61 FORSYTH STREET, SW, STE 4720 2701 NO ROCKY POINT DRIVE, SUITE 800	SAN DIEGO ATLANTA BOCA RATON TAMPA ATLANTA NEW YORK LAUDERHILL HUDSON BOYNTON BEACH WEST PALM BEACH	CA GA FL FL GA NY FL OH FL FL	92130-0000 30303-8909 33431-0000 33607-0000 30353-0099 10038-0000 33313-0000 44236-0000 33473-0000 33410-6400	AGREEMENT/COMPUTER SOFTWARE CLIA WAIVER/CLIA #1000287675 PHYSICIAN: MEDICAL DIRECTOR AGREEMENT MANAGED CARE PROVIDER SERVICES AGREEMENT/CABLE INSURANCE/STORAGE TANK SYSTEM AGREEMENT/BLOOD BANKING SERVICES AGREEMENT/SOFTWARE PACKAGE PHYSICIAN: MEDICAL DIRECTOR AGREEMENT MANAGED CARE PROVIDER	6/11/2014 8/31/2016 12/31/2016 2/15/2016 9/30/2016 7/21/2013 11/21/2012 8/30/2012 9/30/2016 3/2/2018	
ELDERSCRIPT SERVICES ELDERSCRIPT SERVICES EVEREST INDEMNITY INSURANCE COMPANY	144 S THOMAS STREET 144 S THOMAS STREET C/O MT. MCKINLEY MANAGERS L L C	STE 101-1 STE 101-1 477 MARTINSVILLE ROAD	TUPELO TUPELO LIBERTY CORNER	MS MS NJ	38801-0000 38801-0000 07938-0830	PHARMACY CONSULTING SERVICES AGREEMENT PHARMACY SERVICES PROVIDER AGREEMENT INSURANCE/COMMERCIAL PROPERTY COVERAGE	2/28/2017 2/28/2017 2/27/2013	Pursuant to agreement regarding all Debtors
EVERGREEN REHABILITATION FLORIDA DEPARTMENT OF HEALTH GITRAP CORPORATION HARLEYSVILLE MUTUAL INSURANCE COMPANY	136 ST. MATTHEWS AVENUE, SUITE 300 BOARD OF PHARMACY ATTENTION:STEPHAN C MACKIE PO BOX 410045	4052 BALD CYPRESS WAY, BIN C-04 4229 S W HIGH MEADOWS AVENUE	LOUISVILLE TALLAHASSEE PALM CITY SALT LAKE CITY	KY FL FL UT	40207-0000 32399-3254 34990-0000 84141-0045	THERAPY SERVICES AGREEMENT/REHABILITAVE THERAPY SERVICES PHARMACY REGISTRATION/PHARMACY LICENSE - PH 28081 SOFTWARE LICENSE & SERVICE AGREEMENT INSURANCE/FLOOD INSURANCE MANAGED CARE PROVIDER/COMMERCIAL PPO, MEDICARE ADVANTAGE PPO AND HMO, HEALTH OPTIONS HMO	2/28/2017 7/19/2015 3/9/2013	
HEALTH OPTIONS, INC. HEALTH PAYORS ORGANIZATION IKON FINANCIAL SERVICES IKON FINANCIAL SERVICES	ATTN: VICE PRESIDENT FOR NETWORK MANAGEMENT ATTN: SR. VICE PRESIDENT, PROVIDER NETWORKS PO BOX 740540 PO BOX 740540	4800 DEERWOOD CAMPUS PARKWAY 4301 DARROW RD	JACKSONVILLE STOW ATLANTA ATLANTA	FL OH GA GA	32246-0000 44224-0000 30374-0540 30374-0540	AGREEMENT/SECURE DOCUMENT DESTRUCTION AUTOMOBILE LEASE/AUTOMOBILE CLOSED END LEASE SOFTWARE LICENSE & SERVICE AGREEMENT EQUIPMENT: MAINTENANCE EQUIPMENT: LEASE AGREEMENT/RICOH MP4001SP BASIC POWERPACK	7/14/2016 7/1/2015 7/15/2015 4/29/2015	
INTERNATIONAL FIDELITY INSURANCE COMPANY INTERNATIONAL INSTITUTE FOR HEALTH CARE IRON MOUNTAIN LEXUS FINANCIAL SERVICES MDI TECHNOLOGIES MDI TECHNOLOGIES	ONE NEWARK CENTER 6870 NORTH FEDERAL HIGHWAY PO BOX 915004 PO BOX 4102 ATTN: PRESIDENT ATTN: PRESIDENT	20TH FLOOR 940 WEST PORT PLAZA DRIVE, STE 100 940 WEST PORT PLAZA DRIVE, STE 100	NEWARK BOCA RATON DALLAS CAROL STREAM ST. LOUIS ST. LOUIS	NJ FL TX IL MO MO	07102-5207 34950-0000 75391-5004 60197-4102 63146-0000 63146-0000	RESIDENT SURETY BOND/NURSING HOME PATIENT TRUST SURETY BOND SAIFSU0674001 AGREEMENT/STUDENT CLINICAL EDUCATION AGREEMENT/SECURE DOCUMENT DESTRUCTION AUTOMOBILE LEASE/AUTOMOBILE CLOSED END LEASE SOFTWARE LICENSE & SERVICE AGREEMENT EQUIPMENT: MAINTENANCE EQUIPMENT: LEASE AGREEMENT/RICOH MP4001SP BASIC POWERPACK	8/18/2016 4/15/2017 2/28/2017 8/3/2015 9/7/2015 6/30/2016	
MIAMI ELEVATOR COMPANY MOMENTUM CONSULTING MUSIC CITY POWER AND GENERATION NOVACOPY	1120 HOLLAND DR., SUITE 13 PO BOX 110881 1100 FOSTER AVENUE PO BOX 372 DEPT 200	SUITE 110	BOCA RATON NAPLES NASHVILLE MEMPHIS	FL FL TN TN	33487-0000 34108-0000 37210-0000 38101-0000	AGREEMENT/ELEVATOR MAINTENANCE SERVICES AGREEMENT/THERAPY AND MEDICAL DOCUMENTATION AGREEMENT/EMERGENCY POWER SYSTEM - 1 ONAN 300KW #E050785019; 2 DMT 15SKW #B- 2947 EQUIPMENT: LEASE AGREEMENT/COPIER LEASE	7/29/2018 12/31/2015 1/5/2017 7/29/2020	

NOVAERUS US INC.	1408 NW SHORE BLVD	SUITE 501	TAMPA	FL	33607-0000	EQUIPMENT: RENTAL AGREEMENT/AIR TREATMENT EQUIPMENT: LEASE AND SERVICE	8/19/2015
PITNEY BOWES	PO BOX 371896		PITTSBURGH	PA	15250-7896	AGREEMENT/POSTAGE METER	8/30/2015
PORTABLE MEDICAL DIAGNOSTIC IN	8080 BELVEDERE ROAD		WEST PALM BEACH	FL	33411-3211	SERVICES AGREEMENT/RADIOLOGY	4/1/2016
PREFIX MANAGEMENT CORP	PO BOX 688116		POMPAHO BEACH	FL	33066-0000	SERVICES AGREEMENT/COMPUTER CONSULTING	7/28/2015
PROFESSIONAL PARKING MANAGEMENT	950 BRICKELL BAY DRIVE		MIAMI	FL	33131-0000	SERVICES AGREEMENT/VALET PARKING	6/11/2015
RAPID ROOTER	PO BOX 1117		POMPAHO BEACH	FL	33061-0000	SERVICES AGREEMENT/PLUMBING & AIR	5/11/2016
RECORDKEEPERS	4031 NE 12TH TERRACE		OAKLAND PARK	FL	33334-0000	CONDITIONING SERVICES	8/1/2015
RIMAR PROPERTIES, DEL MAR LLC	BRINWO DEVELOPMENT CORPORATION	7301 W PALMETTO PARK RD, SUITE 102-C	BOCA RATON	FL	33433-0000	AGREEMENT/RECORD STORAGE/WAREHOUSE	11/30/2015
RSUI INDEMNITY COMPANY	945 EAST PACES FERRY ROAD	SUITE 1800	ATLANTA	GA	30326-0000	OFFICE LEASE/LEASE OF OFFICE SPACE FOR RECORD STORAGE	4/18/2013
SHINWA TORASUTO CO, LTD	6 CADILLAC DRIVE	SUITE 310	BRENTWOOD	TN	37027-0000	INSURANCE/LIABILITY POLICY	12/31/2013
SIGMACARE	575 EIGHTH AVENUE		NEW YORK	NY	10018-0000	SERVICES AGREEMENT	7/1/2015
STATE OF FLORIDA DEPT. OF BUSINESS & PRO	BOARD OF COSMETOLOGY	1940 NORTH MONROE STREET	TALLAHASSEE	FL	32399-0783	BEAUTY/BARBER SERVICES	11/30/2016
STATE OF FLORIDA DEPT. OF BUSINESS & PRO	DIVISION OF DRUGS, DEVICES AND COSMETICS	1940 NORTH MONROE STREET	TALLAHASSEE	FL	32399-1047	AGREEMENT/COSMETOLOGY LICENSE	11/30/2017
STERICYCLE	PO BOX 6575	4TH FLOOR	CAROL STREAM	IL	60197-6575	TRASH/DOCUMENT DESTRUCTION	12/31/2015
SUNSHINE STATE HEALTH PLAN, INC.	1301 INTERNATIONAL PARKWAY		SUNRISE	FL	33323-0000	MANAGED CARE PROVIDER	5/31/2017
SUZUKI GROUP HK, LTD	6 CADILLAC DRIVE	SUITE 310	BRENTWOOD	TN	37027-0000	CONSULTING AGREEMENT/WHITEHALL BOCA	12/31/2017
SWALLOWING DIAGNOSTICS, INC.	4572 N HIATUS RD		SUNRISE	FL	33351-0000	RATON LEASING	1/1/2017
SYNERGY GAS	860 HWY 311 NORTH		HOLLY SPRINGS	MS	38635-1345	AGREEMENT/DYSPHAGIA CONSULTING	3/16/2016
TAMPA ARMATURE WORKS, INC (TAW)	1500 NORTHWEST 15TH AVENUE		POMPAHO BEACH	FL	33069-0000	UTILITY SERVICE AGREEMENT/PROPANE GAS	4/20/2013
TRUGREEN	543 EXPRESSWAY PARK DRIVE		NASHVILLE	TN	37210-0000	EQUIPMENT: MAINTENANCE/GENERATOR	12/17/2017
UNITED HEALTHCARE OF FLORIDA, INC.	9701 DATA PARK DRIVE	MIN006-W600	MINNETONKA	MN	55343-0000	MAINTENANCE	2/28/2018
WHI LIMITED LIABILITY PARTNERSHIP	ATTN: WILLIAM ORAND	SIX CADILLAC DRIVE, SUITE 310	BRENTWOOD	TN	37027-0000	AGREEMENT/LAWN AND LANDSCAPE	12/31/2022

Debtor	Lessor	Lease Description
Aurora Australis, LLC	TMJ Limited Liability Partnership	Lease Agreement Dated 7/29/2011 (as amended)
Boulevard Terrace, LLC	GSJ Limited Liability Partnership	Lease Agreement Dated 1/20/2012 (as amended)
Elderscript Services, LLC	L.D. Hancock Family LLC	Lease Agreement Dated 2/22/2013 (as amended)
Glen Oaks, LLC	Vanguard Healthcare, LLC	Sublease Agreement Dated 7/1/2007 (as amended)
Palace RBS, LLC	HKJ Enterprise Partnership Ltd., LLP	Lease Agreement Dated 3/31/2010 (as amended)
Shady Lawn, LLC	Vicksburg PropCo, LLC	Lease Agreement Dated 9/1/2008 (as amended)
Vanguard Healthcare, LLC	GMJ Limited Liability Partnership	Lease Agreement Dated 7/1/2007 (as amended)
Vanguard Healthcare, LLC	SVT Creekside Crossing, L.P.	Office Lease Agreement Dated 12/2/1998 (as amended)
Vanguard Healthcare, LLC	SVT Creekside Crossing, L.P.	Office Lease Agreement Dated 4/30/2013 (as amended)
Vanguard of Ashland, LLC	Ashland Properties 91, LP	Lease Agreement Dated 4/28/2004 (as amended)
Vanguard of Church Hill, LLC	Church Hill Properties, LLC	Lease Agreement Dated 1/22/2004 (as amended)
Vanguard of Manchester, LLC	Manchester Properties 2010, LLC	Lease Agreement Dated 7/21/2010 (as amended)
Vanguard of Ripley, LLC	Ripley Properties 91, LP	Lease Agreement Dated 4/28/2004 (as amended)
Vicksburg Convalescent, LLC	Vicksburg PropCo, LLC	Lease Agreement Dated 9/1/2008 (as amended)
Whitehall OpCo, LLC	WHJ Limited Liability Partnership	Lease Agreement Dated 12/31/2012 (as amended)

Payment of Landlord's Rent for 2013 and earlier years is shown in Column 4

Payment of Landlord's Rent for 2014 was waived and added to the option and purchase prices set forth in Sections 28.3 and 28.4 of the Lease, with the amount shown in Column 5

Landlord's Rent for 2015 will be reduced to the amount shown in Column 6, and paid within thirty (30) days of confirmation of the Plan by the Bankruptcy Court

Landlord's Rent for 2016 will be reduced to the amount shown in Column 7 and added to the option and purchase prices set forth in Sections 28.3 and 28.4 of the Lease

Landlord's Rent for 2017 will be reduced to the amount shown in Column 8 and paid in accordance with the terms of the amended Lease

Landlord's Rent for 2018 will be reduced to the amount shown in Column 9 and paid in accordance with the terms of the amended Lease

Landlord's Rent for 2019 and subsequent years will be reduced to the amount shown in Column 10 and paid in accordance with the terms of the amended Lease

1	2	3	4	5	6	7	8	9	10
Facility Name/City	Landlord	Tenant	Original Landlord's Rent	2014 Landlord's Rent	2015 Landlord's Rent	2016 Landlord's Rent	2017 Landlord's Rent	2018 Landlord's Rent	2019 and Subsequent Years Landlord's Rent
Boulevard Terrace Murfreesboro, TN	GSJ Limited Liability Partnership	Boulevard Terrace, LLC	\$238,500.00	\$238,500.00	\$106,000.00	\$106,000.00	\$106,000.00	\$132,500.00	\$159,000.00
Glen Oaks Health and Rehabilitation Shelbyville, TN	GMJ Limited Liability Partnership	Glen Oaks, LLC	\$275,000.00	\$275,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$125,000.00	\$150,000.00
Whitehall Boca Raton Boca Raton, FL	WHJ Limited Liability Partnership	Whitehall OpCo, LLC	\$810,000.00	\$810,000.00	\$360,000.00	\$360,000.00	\$360,000.00	\$360,000.00	\$360,000.00
Ashland Health and Rehabilitation Ashland, MS	Ashland Properties 91, LP	Vanguard of Ashland, LLC	\$68,750.00	\$68,750.00	\$37,500.00	\$37,500.00	\$37,500.00	\$46,875.00	\$56,250.00

1	2	3	4	5	6	7	8	9	10
Facility Name/City	Landlord	Tenant	Original Landlord's Rent	2014 Landlord's Rent	2015 Landlord's Rent	2016 Landlord's Rent	2017 Landlord's Rent	2018 Landlord's Rent	2019 and Subsequent Years Landlord's Rent
Rest Haven Health and Rehabilitation Ripley, MS	Ripley Properties 91, LP	Vanguard of Ripley, LLC	\$68,750.00	\$68,750.00	\$37,500.00	\$37,500.00	\$37,500.00	\$46,875.00	\$56,250.00
Aurora Health and Rehabilitation Columbus, MS	TMJ Limited Liability Partnership	Aurora Australis, LLC	\$225,000.00	\$225,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$125,000.00	\$150,000.00
The Palace Red Boiling Springs, TN	HKJ Enterprise Partnership Ltd., LLP	Palace RBS, LLC	\$118,500.00	\$118,500.00	\$79,000.00	\$79,000.00	\$79,000.00	\$98,750.00	\$118,500.00

## Plan Summary

Source and Uses											
				Effective Date							
				Poplar Sale	WH Sale	Shady JLLP	2017	2018	2019	2020	2021
SECTION I - Net Free Cash Flow											
Net Available Free Cash Flow for FCCR (NFCF) - All Debtors (less Poplar and Whitehall)											
				\$ 6,718,970	\$ 7,479,540	\$ 7,850,514	\$ 8,262,650	\$ 8,670,664	\$ 9,090,006	\$ 9,520,950	
SECTION II - Secured Debt Fixed Charges											
Secured Debt											
	R	T	Amount								
Debt Service (term+revolver balance)	5.3%	25	(49,180,741)	\$ (3,536,574)	\$ (3,536,574)	\$ (3,536,574)	\$ (3,536,574)	\$ (3,536,574)	\$ (3,536,574)	\$ (3,536,574)	
SECTION III - Unsecured Creditors Payments											
Unsecured Debt											
	R	T									
Net Unsecured Debts Payments	4.5%	7	\$ (12,167,054)								
WH Unsecured paydown	4.5%	7	808,898								
Net	4.5%	7	\$ (11,358,156)	\$ (1,909,585)	\$ (1,909,585)	\$ (1,909,585)	\$ (1,909,585)	\$ (1,909,585)	\$ (1,909,585)	\$ (1,909,585)	
SECTION IV - Source and Uses											
Sources											
Proceeds from Sale				\$ 9,000,000	\$ 30,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
A/R collections post sale				620,000	1,550,000	-	-	-	-	-	-
Net Available Free Cash Flow for FCCR (NFCF) - Post Whitehall Sale						6,718,970	7,479,540	7,850,514	8,262,650	8,670,664	9,090,006
Corporate Overhead reductions needed						1,200,000	1,200,000	1,200,000	1,200,000	1,200,000	1,200,000
JLLP investment in Shady Lawn,net					\$ 3,700,000.0	-	-	-	-	-	-
Total Sources				\$ 9,620,000	\$ 31,550,000	\$ 7,918,970	\$ 8,679,540	\$ 9,050,514	\$ 9,462,650	\$ 9,870,664	\$ 10,290,006
Uses											
Transaction Costs for sale				\$ (270,000)	\$ (700,000)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Paydown of liabilities - pre-petition				(850,000)	(808,898)	-	-	-	-	-	-
Paydown of liabilities - post petition)				(500,000)	(610,102)	-	-	-	-	-	-
Purchase of Professional Liability Tail Coverage				(166,500)	(231,000)	-	-	-	-	-	-
Reduction of Capital One Debt				(7,833,500)	(22,000,000)	-	-	-	-	-	-
Return of JLLP Equity					(7,200,000)	-	-	-	-	-	-
Additional Landlord Rent for Shady Lawn 4%						(160,000)	(160,000)	(160,000)	(160,000)	(160,000)	(160,000)
Payment on Secured Debt						(3,536,574)	(3,536,574)	(3,536,574)	(3,536,574)	(3,536,574)	(3,536,574)
Payment on Unsecured Debt						(1,909,585)	(1,909,585)	(1,909,585)	(1,909,585)	(1,909,585)	(1,909,585)
Administrative Claims											
503(b)(9) claims					\$ (317,363)	-	-	-	-	-	-
Professional Payments (see sch for est.)					(1,873,515)	-	-	-	-	-	-
Cure Payments											
Evergreen > 60 days				-	-	(925,391)	-	-	-	-	-
BHC				-	-	(501,560)	(501,560)	(501,560)	-	-	-
Total Uses				\$ (9,620,000)	\$ (31,550,000)	\$ (7,033,110)	\$ (6,107,719)	\$ (6,107,719)	\$ (5,606,159)	\$ (5,606,159)	\$ (5,606,159)
Excess Cash				\$ -	\$ -	\$ 885,860	\$ 2,571,821	\$ 2,942,795	\$ 3,856,491	\$ 4,264,505	\$ 4,683,847
Beginning Cash - Accumaltive Excess Cash \$ 2,000,000				Escrow	\$ -	\$ 4,394,982	\$ 6,966,802	\$ 9,909,597	\$ 13,766,089	\$ 18,030,594	\$ 22,714,442
											\$ 27,829,233