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<p align="center"><b>UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA – LOS ANGELES DIVISION</b></p>	
<p>In re:</p> <p>BEVERLY COMMUNITY HOSPITAL ASSOCIATION, dba BEVERLY HOSPITAL (A NONPROFIT PUBLIC BENEFIT CORPORATION), <i>et al</i>,</p> <p align="right">Debtor(s)</p>	<p>MAIN CASE NO.: 2:23-bk-12359-SK CHAPTER: 11</p> <p><b>NOTICE OF LODGMENT OF ORDER IN BANKRUPTCY CASE RE: DEBTORS' EMERGENCY MOTION FOR INTERIM AND FINAL ORDERS (I) AUTHORIZING THE DEBTORS TO OBTAIN POST-PETITION FINANCING, (II) GRANTING ADEQUATE PROTECTION TO PREPETITION SECURED CREDITORS, AND (III) GRANTING RELATED RELIEF; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF</b></p>

PLEASE TAKE NOTE that the order titled Interim Order: (I) Authorizing the Debtors to Obtain Post-Petition Financing, (II) Granting Adequate Protection to Prepetition Secured Creditors, (III) Scheduling a Final Hearing, and (IV) Granting Related Relief was lodged on (date) May 1, 2023 and is attached. This order relates to the motion which is docket number 31 and the Stipulation which is docket number 172.

This form is mandatory. It has been approved for use by the United States Bankruptcy Court for the Central District of California.

December 2012

SMRH:4893-1877-6416.1

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Debtors-in-Possession

**UNITED STATES BANKRUPTCY COURT  
CENTRAL DISTRICT OF CALIFORNIA, LOS ANGELES DIVISION**

In re:

BEVERLY COMMUNITY HOSPITAL  
ASSOCIATION, dba BEVERLY HOSPITAL  
(A NONPROFIT PUBLIC BENEFIT  
CORPORATION), *et al*,<sup>1</sup>

Debtors,

Lead Case No.: 2:23-bk-12359-SK

Jointly administered with:

Case No: 2:23-bk-12360-SK

Case No: 2:23-bk-12361-SK

Chapter 11 Case

**INTERIM ORDER: (I) AUTHORIZING  
THE DEBTORS TO OBTAIN POST-  
PETITION FINANCING, (II) GRANTING  
ADEQUATE PROTECTION TO  
PREPETITION SECURED CREDITORS,  
(III) SCHEDULING A FINAL HEARING,  
AND (IV) GRANTING RELATED RELIEF**

Date: April 21, 2023

Time: 2:00pm

Judge: Sandra R. Klein

Place: Zoom.Gov – or - Courtroom 1575  
255 E. Temple St.  
Los Angeles, CA 90012

☒ Affects all Debtors

☐ Affects Beverly Community  
Hospital Association

☐ Montebello Community Health  
Services, Inc.

☐ Beverly Hospital Foundation

<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each debtor's federal tax identification number, are: Beverly Community Hospital Association d/b/a Beverly Hospital (6005), Montebello Community Health Services, Inc. (3550), and Beverly Hospital Foundation (9685). The mailing address for the Debtors is 309 W. Beverly Blvd., Montebello, California 90640.

1 The Court having read and considered the concurrently filed *Stipulation Re Interim Order*:  
2 (I) Authorizing the Debtors to Obtain Post-Petition Financing, (II) Granting Adequate Protection  
3 to Prepetition Secured Creditors, (III) Scheduling a Final Hearing and (IV) Granting Related Relief  
4 (the “Stipulation”), incorporated by reference herein, to approve the Interim Order Granting the  
5 Debtors’ Emergency Motion for Interim and Final Orders (I) Authorizing the Debtors to Obtain  
6 Post-Petition Financing, (II) Granting Adequate Protection to Prepetition Secured Creditors, and  
7 (III) Granting Related Relief; Memorandum of Points and Authorities in Support Thereof (the “DIP  
8 Motion”),<sup>2</sup> dated April 20, 2023, filed by Beverly Community Hospital Association, Montebello  
9 Community Health Services, Inc., and Beverly Hospital Foundation (collectively, the “Debtors”),  
10 as debtors and debtors in possession in the above captioned chapter 11 cases (collectively, the  
11 “Chapter 11 Cases”), pursuant to sections 105, 361, 362, 363, 364(c)(1), 364(c)(2), 364(c)(3),  
12 364(d)(1), 364(e) and 507 of title 11 of the United States Code (the “Bankruptcy Code”), Rules  
13 2002, 4001, 6004 and 9014 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”)  
14 and Rule 4001-2 of the Local Bankruptcy Rules for the United States Bankruptcy Court for the  
15 Central District of California (the “Local Rules” or “LBR”), for entry of an interim order (this  
16 “Interim Order”) authorizing the Debtors to, among other things: *inter alia*:

17 (1) to (A) obtain postpetition secured debtor in possession financing in an  
18 aggregate principal amount of up to \$13,250,000 (the “DIP Facility”), pursuant to the terms and  
19 conditions set forth in the Senior Secured Superpriority Debtor-in-Possession Credit Agreement  
20 (substantially in the form attached as Exhibit 2 to the Stipulation incorporated by reference herein,  
21 and as hereafter amended, restated, supplemented, waived, or otherwise modified from time to time,  
22 all in accordance with, and subject to, the terms of this Interim Order, the “DIP Credit Agreement”),  
23 by and among the Debtors, as borrowers (collectively, the “DIP Borrowers”), and HRE Montebello,  
24 LLC, as lender (together with its successor or assigns, the “DIP Lender”), and (B) incur the  
25 “Obligations” under the DIP Credit Agreement (such Obligations, as defined in the DIP Credit  
26

27 <sup>2</sup> Capitalized terms used herein and not otherwise defined shall have the meaning ascribed in the  
28 DIP Motion.

1 Agreement, shall be referred to herein as the “DIP Obligations”) (the DIP Credit Agreement and the  
2 other “Loan Documents” (as defined in the DIP Credit Agreement), together with any related  
3 agreements, documents, guarantees, certificates, instruments, exhibits and schedules, each as  
4 amended, restated, supplemented, waived, or otherwise modified from time to time, the “DIP  
5 Documents”);

6 (2) to execute and deliver the DIP Documents and to perform all of their  
7 respective obligations thereunder and such other and further acts as may be necessary or desirable  
8 in connection with the DIP Documents;

9 (3) the grant of valid, enforceable, non-avoidable, automatically and properly  
10 perfected security interests, liens and superpriority claims, including allowed superpriority  
11 administrative expense claims pursuant to Section 364(c)(1) of the Bankruptcy Code and liens  
12 pursuant to Sections 364(c)(2) and 364(c)(3) of the Bankruptcy Code to the DIP Lender in the DIP  
13 Collateral (as defined herein) (and all proceeds thereof), to secure all DIP Obligations, as more fully  
14 set forth in this Interim Order;

15 (4) modification of the automatic stay imposed under Section 362 of the  
16 Bankruptcy Code, to the extent necessary, to implement and effectuate the terms and provisions of  
17 the DIP Documents and this Interim Order;

18 (5) the scheduling of an emergency interim hearing (the “Interim Hearing”) on  
19 the DIP Motion for this Court to consider entry of this Interim Order; and

20 (6) the scheduling of a final hearing (the “Final Hearing”) on the DIP Motion for  
21 a date that is on or before the 30<sup>th</sup> day after the Petition Date (as defined herein) for this Court to  
22 consider entry of the Final Order, *inter alia*, authorizing the borrowings under the DIP Facility on a  
23 final basis.

24 This Court having found that notice of the interim relief sought in the DIP Motion and the  
25 Interim Hearing was provided by the Debtors in accordance with Bankruptcy Rules 2002, 4001 and  
26 9014 and all applicable Local Rules, and having held the Interim Hearing on April 21, 2023; and  
27 after considering the DIP Motion, the First Day Declaration, the DIP Documents, and the evidence  
28 submitted and the arguments made on the record at the Interim Hearing; and there being no

1 unresolved objections to the interim relief requested in the DIP Motion; and it appearing to this  
2 Court that granting the interim relief requested in the DIP Motion is necessary to avoid immediate  
3 and irreparable harm to the Debtors and their estates pending the Final Hearing, and is otherwise  
4 fair and reasonable and in the best interests of the Debtors, their creditors, and their estates,  
5 represents a sound exercise of the Debtors' business judgment, and is necessary for the continued  
6 operation of the Debtors' businesses; and upon the record of the Chapter 11 Cases and after due  
7 deliberation and consideration and for good and sufficient cause appearing therefor:

8 **THIS COURT HEREBY FINDS AND CONCLUDES AS FOLLOWS:**

9 A. Petition Date. On April 19, 2023 (the "Petition Date"), each Debtor filed a voluntary  
10 petition with this Court commencing a case under chapter 11 of the Bankruptcy Code. The Debtors  
11 are continuing to operate their respective businesses and manage their respective properties as  
12 debtors in possession pursuant to Sections 1107 and 1108 of the Bankruptcy Code. As of the date  
13 hereof, no trustee or examiner has been appointed in any of the Chapter 11 Cases.

14 B. Jurisdiction and Venue. This Court has jurisdiction over these proceedings pursuant  
15 to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is  
16 proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

17 C. Committee Formation. As of the date hereof, no official committee of unsecured  
18 creditors or any other statutory committee (collectively, the "Committee") has been appointed in  
19 any of the Chapter 11 Cases.

20 D. Permitted Prior Liens. As used herein, the term "Permitted Prior Liens" shall mean  
21 only the "Permitted Liens" (as defined in the DIP Credit Agreement) that constitute valid,  
22 enforceable, prior, perfected, and non-avoidable Liens as of the Petition Date. Nothing contained  
23 herein shall constitute a finding or ruling by this Court that any alleged Permitted Prior Lien is  
24 valid, senior, enforceable, prior, perfected, or non-avoidable. Moreover, nothing shall prejudice  
25 the rights of any party-in-interest, including, but not limited to, the Debtors, the DIP Lender, or the  
26 Committee (if appointed) to challenge the validity, priority, enforceability, seniority, avoidability,  
27 perfection, or extent of any alleged Prior Permitted Lien. The right of a seller of goods to reclaim  
28

1 or seek a return of such goods (whether under Section 546(c) of the Bankruptcy Code or otherwise)  
2 shall not be a Permitted Prior Lien and shall be expressly subject to the DIP Liens.

3 E. Need for Postpetition Financing. Based upon the pleadings and proceedings of  
4 record in the Chapter 11 Cases, the Debtors do not have sufficient available sources of working  
5 capital and financing to carry on the operation of their businesses without the DIP Facility. The  
6 Debtors' ability to maintain business relationships with their vendors and suppliers, to make payroll,  
7 to make capital expenditures, to make adequate protection payments, and to satisfy other working  
8 capital and operational needs and otherwise finance their operations and conduct their business  
9 affairs is essential to the Debtors' continued viability. In addition, based on the record presented at  
10 the Interim Hearing: (i) the Debtors' critical need for financing is immediate and the entry of this  
11 Interim Order is necessary to avoid immediate and irreparable harm to the Debtors' estates and the  
12 value of their assets; (ii) in the absence of the DIP Facility, the continued operation of the Debtors'  
13 businesses would not be possible and serious and irreparable harm to the Debtors and their estates  
14 would occur; and (iii) the preservation, maintenance and enhancement of the going concern value  
15 of the Debtors are of the utmost significance and importance.

16 F. No Credit Available on More Favorable Terms. Given their current financial  
17 condition, financing arrangements and capital structure, the Debtors are unable to obtain sufficient  
18 committed financing from sources other than the DIP Lender on terms more favorable than under  
19 the DIP Facility and the DIP Documents. The Debtors are not able to obtain unsecured committed  
20 financing allowable as an administrative expense under Section 503(b)(1) of the Bankruptcy Code.  
21 The Debtors also have been unable to obtain sufficient committed financing (a) having priority over  
22 administrative expenses of the kind specified in Sections 503(b), 507(a), and 507(b) of the  
23 Bankruptcy Code, (b) secured by a lien on property of the Debtors and their estates that is not  
24 otherwise subject to a lien, or (c) secured solely by a junior lien on property of the Debtors and their  
25 estates that is subject to a lien. Financing on a postpetition basis is unavailable to the Debtors  
26 without providing the DIP Lender: (i) the DIP Liens on the DIP Collateral (each as defined herein),  
27 as provided herein and in the DIP Documents with the priorities set forth herein; (ii) the DIP  
28 Superpriority Claims (as defined herein); and (iii) the other rights, protections and benefits set forth

1 in this Interim Order. After considering all alternatives, the Debtors have concluded, in the exercise  
2 of their sound business judgment, that the DIP Facility represents the best financing available to  
3 them at this time and is in the best interests of their estates and creditors.

4 G. Sections 506(c). As a material inducement to the DIP Lender to  
5 agree to provide the DIP Facility, the DIP Lender shall receive a waiver of the provisions of Section  
6 506(c) of the Bankruptcy Code.

7 H. Use of Proceeds of the DIP Facility. As a condition to entry into the DIP Documents  
8 and the extension of credit under the DIP Facility as provided in this Interim Order, the DIP Lender  
9 requires, and the Debtors have agreed, that proceeds of the DIP Facility shall be used only in a  
10 manner consistent with the terms and conditions of the DIP Documents and this Interim Order and  
11 in accordance with the Budget Requirements, solely for the following: (a) funding of working  
12 capital, capital expenditures, and other general corporate needs in the ordinary course in compliance  
13 with the Budget Requirements (as defined below) and the DIP Documents, (b) the payment of costs  
14 of administration of the Chapter 11 Cases in compliance with the Budget Requirements and the DIP  
15 Documents, (c) payment of interest, fees, costs and expenses related to the DIP Facility as provided  
16 for in this Interim Order and the DIP Documents (including the reasonable and documented fees  
17 and expenses of the DIP Lender's professionals and advisors), (d) payment of such prepetition  
18 obligations as permitted under the DIP Documents, consented to by the DIP Lender, and approved  
19 by this Court, and (e) payment of such other amounts in compliance with the Budget Requirements  
20 and the DIP Documents.

21 I. Good Faith of the DIP Lender. The DIP Lender has indicated a willingness to  
22 provide financing to the Debtors subject to: (i) entry of this Interim Order and the Final Order; (ii)  
23 approval of the terms and conditions of the DIP Facility and the DIP Documents; (iii) satisfaction  
24 of the closing conditions set forth in the DIP Documents; and (iv) findings by this Court that the  
25 DIP Facility is essential to the Debtors' estates, that the DIP Lender is extending credit to the Debtors  
26 pursuant to the DIP Documents in good faith, and that the DIP Lender's claims, superpriority claims,  
27 security interests and liens and other protections granted pursuant to this Interim Order and the DIP  
28 Documents will have the protections provided by Section 364(e) of the Bankruptcy Code. Based

1 upon the pleadings and proceedings of record in the Chapter 11 Cases, (x) the terms and conditions  
2 of the DIP Facility and the DIP Documents, and the fees paid and to be paid thereunder, are fair,  
3 reasonable, and the best available to the Debtors under the circumstances, are ordinary and  
4 appropriate for secured financing to debtors-in-possession, reflect the Debtors' exercise of prudent  
5 business judgment consistent with their fiduciary duties, and are supported by reasonably equivalent  
6 value and consideration, (y) the terms and conditions of the DIP Facility were negotiated in good  
7 faith and at arms' length among the Debtors and the DIP Lender, with the assistance and counsel of  
8 their respective advisors, and (z) any credit extended, loans made, and other financial  
9 accommodations extended to the Debtors by the DIP Lender, including, without limitation, pursuant  
10 to this Interim Order, have been extended, issued or made, as the case may be, in "good faith" within  
11 the meaning of Section 364(e) of the Bankruptcy Code and in express reliance upon the protections  
12 offered by Section 364(e) of the Bankruptcy Code, and the DIP Facility, the DIP Liens, and the DIP  
13 Superpriority Claims shall be entitled to the full protection of Section 364(e) of the Bankruptcy  
14 Code in the event that this Interim Order or any provision hereof is vacated, reversed or modified,  
15 on appeal or otherwise.

16 J. Notice. Notice of the Interim Hearing and the proposed entry of this Interim Order  
17 has been provided by the Debtors, whether by facsimile, email, overnight courier, or hand delivery,  
18 to: (i) the thirty (30) largest unsecured creditors of the Debtors on a consolidated basis; (ii) the Office  
19 of the United States Trustee for the Central District of California (the "U.S. Trustee"); (iii) Bryan  
20 Cave Leighton Paisner LLP ("BCLP"), as counsel to the DIP Lender; (iv) the Office of the Attorney  
21 General of California; (v) the Prepetition Secured Creditors and their counsel, including without  
22 limitation, U.S. Bank Trust Company, National Association, as Master Trustee (the "Indenture  
23 Trustee") under that Master Trust Indenture, dated as of December 1, 2015, among Beverly  
24 Community Hospital Association, Beverly Hospital Foundation, Montebello Community Health  
25 Services, Inc., and U.S. Bank National Association as Master Trustee (the "Master Indenture"); (vi)  
26 all other parties with liens of record on assets of the Debtors (as disclosed in lien searches completed  
27 by the Debtors prior to the Petition Date); and (vii) any other party that has filed a request for notice  
28 pursuant to Bankruptcy Rule 2002 or is required to receive notice under Bankruptcy Rules 2002,

1 4001, or 9014 and any applicable Local Rules. Requisite notice of the DIP Motion and the relief  
2 requested thereby has been provided and no other notice need be provided for entry of this Interim  
3 Order.

4 K. Immediate Entry. The Debtors have requested immediate entry of this Interim Order  
5 pursuant to Bankruptcy Rules 4001(b)(2) and 4001(c)(2). Absent entry of this Interim Order, the  
6 Debtors' businesses, properties and estates will be immediately and irreparably harmed. This Court  
7 concludes that entry of this Interim Order is in the best interests of the Debtors' respective estates  
8 and creditors as its implementation will, among other things, enhance the Debtors' prospects for  
9 their successful reorganization.

10 Based on the foregoing finding and conclusions, the DIP Motion, the First Day Declaration,  
11 and the record made before this Court at the Interim Hearing, and good and sufficient cause  
12 appearing therefore,

13 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:**

14 1. Approval of Interim Order. The DIP Motion is approved, on an interim basis, on the  
15 terms and conditions set forth in this Interim Order. Any objections to the interim relief requested  
16 in the DIP Motion that have not previously been withdrawn, waived, settled, or resolved, and all  
17 reservations of rights included therein, are hereby denied with prejudice and overruled on the merits.  
18 This Interim Order shall become effective immediately upon its entry.

19 2. Approval of DIP Documents; Authority Thereunder. The DIP Facility is hereby  
20 approved. The Debtors are hereby authorized to (a) execute and deliver the DIP Documents  
21 (including the DIP Credit Agreement) and such additional documents, instruments, certificates, and  
22 agreements as may be required or reasonably requested by the DIP Lender to implement the terms  
23 or effectuate the purposes of this Interim Order and the DIP Documents, (b) incur and perform the  
24 DIP Obligations in accordance with, and subject to, the terms of this Interim Order and the DIP  
25 Documents, and (c) following entry of the Interim Order and the occurrence of the Closing Date,  
26 request Advances up to the Interim Availability Amount.

27 3. Validity of DIP Documents and DIP Obligations. Upon execution and delivery, each  
28 of the DIP Documents shall constitute and evidence (and shall deemed to be) the legal, valid, and

1 binding obligation of the Debtors, enforceable against the Debtors, their estates and any successors  
2 thereto, including any trustee appointed in the Chapter 11 Cases or in any case under Chapter 7 of  
3 the Bankruptcy Code upon the conversion of any of the Chapter 11 Cases (collectively,  
4 the “Successor Cases”). Loans and advances made under the DIP Facility (the “DIP Loans”) will  
5 fund the Debtors’ working capital and general corporate needs in the ordinary course of business  
6 and to pay such other amounts as are required or permitted to be paid pursuant to the DIP Credit  
7 Agreement, this Interim Order and any other orders of this Court, in each case to the extent permitted  
8 under the DIP Credit Agreement and in compliance with the Budget Requirements. No DIP  
9 Obligations or any other obligation, payment, transfer, or grant of security under the DIP Documents  
10 or this Interim Order shall be stayed, restrained, voided, voidable, or recoverable under the  
11 Bankruptcy Code or under any applicable non-bankruptcy law, or subject to any avoidance, defense,  
12 reduction, setoff, recoupment, counterclaim, recharacterization, subordination, cross-claim, or any  
13 other challenge under the Bankruptcy Code or any applicable law or regulation by any person or  
14 entity.

15 4. Authorization to Borrow. Subject to the terms and conditions of this Interim Order  
16 and the DIP Documents and in compliance with the Budget Requirements, upon entry of this Interim  
17 Order and through the earliest to occur of (a) the entry of the Final Order, and (b) the Termination  
18 Date (as defined herein), the DIP Borrowers are authorized to request Advances up to an aggregate  
19 outstanding principal amount of \$6,000,000 (which includes payment of the Loan Fee to DIP  
20 Lender, as defined in the DIP Credit Agreement) (the “Interim Availability Amount”). The DIP  
21 Lender shall have no obligation to make a DIP Loan unless all of the conditions precedent to the  
22 making of such DIP Loan under the DIP Documents and this Interim Order have been (x) satisfied  
23 in full or (y) waived by the DIP Lender in its sole and absolute discretion.

24 5. Authorization to Use Cash Collateral. Subject to the terms and conditions of this  
25 Interim Order and the DIP Documents and in compliance with the Budget Requirements, the  
26 Debtors are authorized to use all DIP Collateral constituting “cash collateral,” as defined in Section  
27 363(a) of the Bankruptcy Code (the “DIP Cash Collateral”) in compliance with the DIP Documents  
28 and this Interim Order until the Termination Date (as defined below), and all authority to use DIP

1 Cash Collateral shall terminate automatically upon the Termination Date. For purposes of clarity,  
2 the DIP Cash Collateral shall include all rent, lease payments, fees, and all other cash generated  
3 from the leasing and operations of the DIP Collateral. The Debtors are permitted to continue to use  
4 DIP Cash Collateral during the pendency of any Remedies Notice Period (as defined below) in  
5 accordance with the Budget Requirements.

6 6. Use of Proceeds and Cash Collateral; Segregation; No Re-Borrowing.

7 (a) The Debtors shall segregate and deposit into the Clearing Account (as defined  
8 in the DIP Loan Agreement) all DIP Cash Collateral, and shall segregate and deposit into the  
9 Security Deposit Account (as defined in the DIP Loan Agreement) all tenant security deposits. The  
10 DIP Lender shall have a continuing, valid, binding, enforceable, non-avoidable, and automatically  
11 and properly perfected first-priority security interest in the Clearing Account and Security Deposit  
12 Account and all amounts on deposit in the Clearing Account and Security Deposit Account.

13 (b) Notwithstanding anything to the contrary in any of the first-day orders, and  
14 after the entry of this Interim Order, the Debtors shall use proceeds of the DIP Facility and DIP Cash  
15 Collateral only for the purposes permitted by this Interim Order and the DIP Documents and in  
16 compliance with the Budget Requirements. The DIP Liens shall continue to attach to the DIP Cash  
17 Collateral irrespective of the commingling of DIP Cash Collateral with other cash of the Debtors.  
18 Any failure by the Debtors on or after the Petition Date to comply with the segregation requirements  
19 of Section 363(c)(4) of the Bankruptcy Code in respect of any DIP Cash Collateral shall not be used  
20 as a basis to challenge the extent, validity, enforceability or perfected status of the DIP Liens on any  
21 DIP Cash Collateral.

22 7. (c) The DIP Loan is a term loan (not a revolving loan), and once Advances have  
23 been made to Debtors, Loan Availability under the DIP Loan shall be permanently reduced by the  
24 amounts of such Advances. The Debtors may not re-borrow any amounts Advanced under the DIP  
25 Facility after such amounts have been repaid to Lender.

26 8. Approved Budget.

27 (a) General. Except as otherwise provided herein or approved by the DIP Lender,  
28 proceeds of the DIP Facility shall be used only in compliance with the Budget Requirements.

1 (b) Initial Budget. Attached as Exhibit 3 to the Stipulation and incorporated by  
2 reference herein is a cash flow forecast covering the 5-week period commencing with the week in  
3 which the Petition Date occurred, depicting, on a weekly and line item basis, (i) projected cash  
4 receipts, (ii) projected disbursements (including ordinary course operating expenses, bankruptcy-  
5 related expenses (including professional fees of the Debtors' professionals and advisors), and any  
6 other fees and expenses relating to the DIP Documents), (iii) net cash flow, and (iv) the other items  
7 set forth therein and other information reasonably requested by the DIP Lender for such 5-week  
8 period, in form and substance satisfactory to the DIP Lender in its sole discretion (the "Initial  
9 Budget"). Upon entry of this Interim Order, the Initial Budget shall be deemed the "Approved  
10 Budget."

11 (c) Updated Budget. No later than 5:00 p.m. prevailing Eastern Time on the first  
12 Wednesday of each month after the Petition Date, the Debtors shall deliver by email (or other  
13 electronic means) to the DIP Lender and Indenture Trustee an update of the latest Approved Budget  
14 covering the 9-week period commencing with the week in which the Debtors deliver such update,  
15 which update shall be consistent with the form and level of detail set forth in the latest Approved  
16 Budget, provide a reconciliation for the results of the prior month period compared to the prior  
17 Approved Budget and is satisfactory in form and substance to the DIP Lender and Indenture Trustee  
18 in their sole discretion (each such update, an "Updated Budget"); provided that the Debtors shall  
19 comply with the requirements set forth in the DIP Credit Agreement and any final or interim cash  
20 collateral order entered by the Bankruptcy Court, with respect to the timing and content of each  
21 Updated Budget. The Updated Budget shall become the Approved Budget (and replace any prior  
22 Approved Budgets) only under the circumstances described in the DIP Credit Agreement and any  
23 final or interim cash collateral order entered by this Court.

24 (d) Variance Reporting. The Debtors shall deliver to the DIP Lender Variance  
25 Reports and Compliance Certificates (as defined in the DIP Credit Agreement) in accordance with  
26 the terms and on the dates set forth in the DIP Credit Agreement. From time to time upon reasonable  
27 request of the DIP Lender, the Debtors and their advisors shall participate in status calls with the  
28 DIP Lender and its professionals and advisors (but in no event less than on a bi-weekly basis), to

1 discuss the financial operations and performance of the Debtors' business and such other matters  
2 relating to the Debtors as the DIP Lender (or its agents or advisors) shall reasonably request.

3 (e) Permitted Variances. (i) Actual Cash Receipts during any Applicable  
4 Measurement Period (as defined in the DIP Credit Agreement) shall not be less than 85% of the  
5 Budgeted Cash Receipts (as defined in the DIP Credit Agreement) for such Applicable Measurement  
6 Period, and (ii) the Actual Disbursement Amount (as defined in the DIP Credit Agreement) on a  
7 total-disbursements basis shall not exceed 115% of the Budgeted Disbursement Amount (as defined  
8 in the DIP Credit Agreement) for such Applicable Measurement Period (on a total-disbursements  
9 basis). No professional fees disbursed to Professional Persons (each as defined below) under the  
10 Approved Budget shall exceed the line-item budgeted amounts for such Professional Persons for  
11 any applicable calendar week when budgeted in the Approved Budget. All estimated fees, costs and  
12 expenses payable for DIP Fees and Lender Expenses budgeted under the Approved Budget shall be  
13 timely disbursed weekly when budgeted in the Approved Budget, and such payments shall in no  
14 way modify, limit, or cap the DIP Lender's right to timely receive DIP Fees and Lender Expenses  
15 under Paragraph 10 of this Interim Order.

16 9. Budget Compliance. The Debtors shall at all times comply with the Approved  
17 Budget (subject to the Permitted Variances) and all other budget conditions, requirements, and  
18 limitations set forth in this Interim Order and in the DIP Documents (collectively, the "Budget  
19 Requirements"). The Debtors shall provide all reports and other documents and information  
20 required in the DIP Documents or reasonably requested by the DIP Lender, and the Debtors' failure  
21 to comply with the Budget Requirements or to provide the reports and other documents and  
22 information required in the DIP Documents or reasonably requested by the DIP Lender shall  
23 constitute an Event of Default under the DIP Credit Agreement.

24 10. Payment of DIP Fees and Expenses. The Debtors are hereby authorized and directed  
25 to pay weekly when budgeted in the Approved Budget and any other times upon demand all Lender  
26 Expenses (as defined in the DIP Credit Agreement) and all other fees, costs, expenses, premiums  
27 and other amounts payable under the terms of the DIP Documents, including, without limitation,  
28 the reasonable and documented prepetition and postpetition fees and out-of-pocket costs and

1 expenses of BCLP and any other counsel, appraisers, title companies, surveyors, environmental,  
2 zoning and/or property condition consultants, advisors, professionals and/or consultants retained in  
3 connection with advising the DIP Lender or as otherwise required by the DIP Documents and the  
4 Debtors are hereby authorized to pay such costs directly to such third parties. Payment of such  
5 amounts shall not be subject to Court approval or U.S. Trustee fee guidelines or subject to the  
6 provisions of Sections 327, 328, 329, 330 or 331 of the Bankruptcy Code, and no recipient of any  
7 such payment shall be required to file with respect thereto any interim or final fee application with  
8 this Court. Any professional of the DIP Lender that is seeking payment of fees and expenses from  
9 the Debtors shall provide summary copies of its invoices (which shall not be required to contain  
10 time entries and which may be redacted or modified to the extent necessary to delete any information  
11 subject to attorney-client privilege, any information constituting attorney work product, or any other  
12 confidential information) via email (or other electronic means) to the Debtors, the U.S. Trustee, and  
13 the Committee (if appointed). The Debtors shall pay the full amount invoiced within ten (10)  
14 calendar days (the “Review Period”), any amounts not already paid under the Approved Budget  
15 after receipt of the applicable invoice, regardless of whether such amounts are in excess of the  
16 amounts set forth in the Approved Budget. In the event that the U.S. Trustee or counsel to the  
17 Committee (if any) raises an objection with respect to any invoice during the applicable Review  
18 Period (which objection must be in a writing delivered by email (or other electronic means) to the  
19 relevant professional that states with particularity the fees and/or expenses being objected to and the  
20 grounds therefor) and the parties are unable to fully resolve such objection, this Court shall hear and  
21 determine such dispute, provided that neither the raising of an objection to an invoice nor the  
22 inability of the parties to fully resolve such objection shall delay payment of such invoice, and the  
23 relevant professional shall only be required to disgorge amounts objected to upon being so ordered,  
24 pursuant to a final order of this Court. All unpaid Lender Expenses and other unpaid fees, costs,  
25 expenses and other amounts owed or payable to the DIP Lender shall be secured by the DIP  
26 Collateral and afforded all of the priorities and protections afforded to the DIP Obligations under  
27 this Interim Order and the DIP Documents. Any and all fees, costs, and expenses paid prior to the  
28 Petition Date by any of the Debtors to the DIP Lender in connection with or with respect to the DIP

1 Facility are hereby approved in full and shall not be subject to avoidance, disgorgement, or any  
2 similar form of recovery by the Debtors or any other person.

3 11. Indemnification. The Debtors shall indemnify and hold harmless the DIP Lender in  
4 accordance with the terms and conditions contained in the DIP Credit Agreement.

5 12. DIP Superpriority Claims. *Pari passu* with any Permitted Superpriority Claim (as  
6 defined below), immediately upon and effective as of entry of this Interim Order, pursuant to Section  
7 364(c)(1) of the Bankruptcy Code, the DIP Obligations shall constitute allowed superpriority  
8 administrative expense claims against each Debtor, on a joint and several basis (the “DIP  
9 Superpriority Claims”), senior to and with priority in payment over any and all administrative  
10 expenses and any other claims against the Debtors or their estates in the Chapter 11 Cases or any  
11 Successor Cases, at any time existing or arising, of any kind or nature whatsoever, including, without  
12 limitation, the kinds specified in or ordered pursuant to any provision of the Bankruptcy Code,  
13 including, but not limited to, Sections 105, 326, 328, 330, 331, 361, 364, 365, 503(b), 506(c) (subject  
14 to and upon entry of the Final Order), 507(a), 507(b), 546(c), 726, 1113 and 1114 of the Bankruptcy  
15 Code or otherwise, including those resulting from the conversion of any of the Chapter 11 Cases  
16 pursuant to Section 1112 of the Bankruptcy Code, whether or not such expenses or claims may  
17 become secured by a judgment lien or other non-consensual lien, levy or attachment. The DIP  
18 Superpriority Claims shall, for purposes of Section 1129(a)(9)(A) of the Bankruptcy Code, be  
19 considered an administrative expense allowed under Section 503(b) of the Bankruptcy Code, shall  
20 be against each Debtor on a joint and several basis, and shall be payable from and have recourse to  
21 all DIP Collateral. Other than with respect to any Permitted Superpriority Claim, the DIP  
22 Superpriority Claims shall not be or be made junior to or *pari passu* with any claim heretofore or  
23 hereinafter granted or created in any of the Chapter 11 Cases or any Successor Cases and shall be  
24 valid and enforceable against the Debtors, their estates and any successors thereto, including,  
25 without limitation, any trustee appointed in any of the Chapter 11 Cases or any Successor Cases  
26 until such time as the DIP Obligations are paid in full. As used herein, the term “Permitted  
27 Superpriority Claim” means any superpriority administrative expense claim provided to any  
28 Prepetition Secured Creditors or to any lender that makes loans to any Debtor pursuant to Section

1 364 either on an unsecured basis or secured by collateral that is not subject to the DIP Liens (defined  
2 below). For avoidance of doubt, any Permitted Superpriority Claim shall not attach to or otherwise  
3 encumber the DIP Liens (defined below) or the DIP Collateral (defined below).

4 13. DIP Liens.

5 (a) Effective as of entry of this Interim Order, the DIP Lender is granted  
6 continuing, valid, binding, enforceable, non-avoidable, and automatically and properly perfected  
7 first priority security interests in and liens on (collectively, the “DIP Liens”) the property identified  
8 as “Collateral” in the DIP Loan Agreement (the “DIP Collateral”), including, without limitation, the  
9 “BCHA Clearing Account,” the “MCHS Clearing Account,” and the “Security Deposit Account”  
10 (as such terms are defined in the DIP Loan Agreement), as collateral security for the prompt and  
11 complete performance and payment when due (whether at the stated maturity, by acceleration, or  
12 otherwise) of the DIP Obligations.

13 (b) Notwithstanding anything to the contrary in this Interim Order or the DIP  
14 Loan Agreement and related documents, but except as expressly provided for in paragraph 13(c)  
15 hereof, the DIP Collateral shall exclude: (i) all of Debtors’ right, title and interest in and to the  
16 accounts, chattel paper, instruments and general intangibles (each as defined in Division 9 of the  
17 California Commercial Code) and the proceeds, and (ii) solely as related to Debtor, Beverly  
18 Community Hospital Association, all of Debtors’ right, title and interest in and to: (a) the real  
19 property located in the County of Los Angeles, State of California, as described in Exhibit A to the  
20 Deed of Trust (defined below) (the “Land”); (b) all buildings, structures, improvements, fixtures  
21 and appurtenances now or hereafter placed on the Land, and all apparatus and equipment now or  
22 hereafter attached in any manner to the Land or any building on the Land, including all pumping  
23 plants, engines, pipes, ditches and flumes, and also all gas, electric, cooking, heating, cooling, air  
24 conditioning, lighting, refrigeration and plumbing fixtures and equipment (collectively,  
25 the “Improvements”); (c) all easements and rights of way appurtenant to the Land; all crops growing  
26 or to be grown on the Land (including all such crops following severance from the Land); all  
27 standing timber upon the Land (including all such timber following severance from the Land); all  
28 development rights or credits and air rights; all water and water rights (whether riparian,

1 appropriative, or otherwise, and whether or not appurtenant to the Land) and shares of stock  
2 pertaining to such water or water rights, ownership of which affect the Land; all minerals, oil, gas  
3 and other hydrocarbon substances and rights therein, on, under, or upon the Land; (d) all existing  
4 and future leases, subleases, subtenancies, licenses, occupancy agreements and concessions relating  
5 to the use and enjoyment of all or any part of the Land or the improvements, and any and all  
6 guaranties and other agreements relating to or made in connection with any of the foregoing; (e) all  
7 proceeds, including all claims to and demands for them, of the voluntary or involuntary, conversion  
8 of any of the Land, Improvements, or the other property described above into cash or liquidated  
9 claims, including proceeds of all present and future fire, hazard or casualty insurance policies, and  
10 all condemnation awards or payments now or later to be made by any public body or decree by any  
11 court of competent jurisdiction for any taking or in connection with any condemnation or eminent  
12 domain proceeding, and all causes of action and their proceeds for any breach of warranty,  
13 misrepresentation, damage or injury to, or defect in, the Land, Improvements, or the other property  
14 described above or in any part of them; and (f) all proceeds of, additions and accretions to,  
15 substitutions and replacements for, and changes in any of the property described in the preceding  
16 subparagraphs (a)-(e) (the assets described in subparagraphs (a) through (f), collectively,  
17 the "Property"); (g) all tangible personal property of every kind or description, whether stored on  
18 the Land or elsewhere, including without limitation, all goods, materials, supplies, tools, books,  
19 records, chattels, furniture, fixtures, equipment, and machinery, and which in all cases is (1) used or  
20 useful or acquired in connection with any construction undertaken on the Land or the maintenance  
21 of the Land and the Improvements, or (2) affixed or installed, or to be affixed or installed, in any  
22 manner on the Land or the Improvements; (h) all architectural and engineering plans, specifications  
23 and drawings, and as-built drawings which arise from or relate to the Land or the Improvements;  
24 (i) all general intangibles and rights relating to the Property, including, without limitation, all  
25 permits, licenses and claims to or demands for the voluntary or involuntary conversion of any of the  
26 Land, Improvements, or other Property into cash or liquidated claims, proceeds of all present and  
27 future fire, hazard or casualty insurance policies to the extent exclusively relating to the Property,  
28 and all condemnation awards or payments now or later to be made by any public body or decree by

1 any court of competent jurisdiction for any taking of the Property or in connection with any  
2 condemnation or eminent domain proceeding with respect to the Property, and all causes of action  
3 and their proceeds for any breach of warranty, misrepresentation, damage or injury to, or defect in,  
4 the Land, Improvements, or other Property or an part of them; (j) all deposit accounts (other than  
5 the BCHA Deposit Account, the MCHS Clearing Account, and the Security Deposit Account) from  
6 which Beverly Community Hospital Association may from time to time authorize the Indenture  
7 Trustee to debit payments due on the Secured Obligations (as defined in that certain Deed of Trust,  
8 Assignment of Rents, Security Agreement and Fixture Filing, dated as of December 1, 2015, by  
9 Beverly Community Hospital Association, as trustor, to Chicago Title Company, as trustee for the  
10 benefit of U.S. Bank National Association as master trustee under the Master Indenture, as  
11 beneficiary (the “Deed of Trust”); and (k) all substitutions, replacements, additions, accessions and  
12 proceeds for or to any of the foregoing, and all books, records and files relating to any of the  
13 foregoing, including, without limitation, computer readable memory and data and any computer  
14 software or hardware reasonably necessary to access and process such memory and data (the assets  
15 described in subparagraphs (i) and (ii), collectively, the “Indenture Trustee Collateral”).

16 (c) The Indenture Trustee Collateral shall exclude any of Debtors’ right, title and  
17 interest in and to the accounts, chattel paper, instruments and general intangibles (each as defined  
18 in Division 9 of the California Commercial Code) and the proceeds thereof arising out of the “Real  
19 Property,” the “Improvements,” the “Leases” and/or the proceeds thereof, including all “Rents” (as  
20 such terms are defined in (a) that certain Deed of Trust, Assignment of Leases and Rents, Security  
21 Agreement (including Fixture Filing) granted by the BCHA, and (b) that certain Fee and Leasehold  
22 Deed of Trust, Assignment of Leases and Rents, Security Agreement (including Fixture Filing)  
23 granted by MCHS (together, the “DIP Deeds of Trust”). For avoidance of doubt, and except as  
24 expressly provided for in this paragraph, the DIP Liens shall not attach to or otherwise encumber  
25 the Indenture Trustee Collateral and the Indenture Trustee’s liens and security interests shall not  
26 attach to or otherwise encumber the DIP Collateral (including without limitation, the BCHA  
27 Clearing Account, the MCHS Clearing Account, and Security Deposit Account), or the DIP Cash  
28 Collateral, such that the DIP Liens shall be the sole and exclusive liens and security interests (except

1 for Permitted Prior Liens) on all “Real Property,” the “Improvements,” the “Leases,” and/or the  
2 proceeds thereof, including all “Rents” (as such capitalized terms are defined in the DIP Deeds of  
3 Trust), including, without limitation, any insurance claims or proceeds, condemnation awards,  
4 proceeds, profits, and other general intangibles that are related to or arising out of the “Real  
5 Property,” the “Improvements,” and/or the “Leases” (as such capitalized terms are defined in the  
6 DIP Deeds of Trust); provided, however, that as consideration for, and expressly as a condition of,  
7 the Indenture Trustee’s consent to exclude the foregoing collateral from the Indenture Trustee  
8 Collateral as set forth herein, and as additional adequate protection, immediately upon the  
9 indefeasible payment in full in cash of all the DIP Obligations and/or other satisfaction in full (either  
10 in cash, by DIP Lender credit bid, or by written consent of DIP Lender) of all the DIP  
11 obligations either (i) under Section 363(k) of the Bankruptcy Code or (ii) upon fully executed  
12 deed(s) in lieu and/or the completion of one or more foreclosures or other remedies under applicable  
13 California law, the Indenture Trustee shall be granted a first priority lien, securing the obligations  
14 due under the Master Indenture, on the proceeds of the DIP Collateral and any remaining DIP  
15 Collateral that is not sold, liquidated or used to satisfy the DIP Obligations, which liens and security  
16 interests shall be valid, perfected, binding, enforceable, non-avoidable and effective liens by  
17 operation of law as of the date of the indefensible payment in full of the DIP Obligations and without  
18 any further action by the Indenture Trustee and without the necessity of executing, filing or  
19 recording any financing statements, security agreements, mortgages, deeds of trust, filings with a  
20 governmental unit, or other documents, agreements, or instruments or the taking of any other actions  
21 (including, for the avoidance of doubt, taking possession of any collateral) to validate or perfect (in  
22 accordance with applicable law) the Indenture Trustee’s liens. To the extent required by the  
23 Indenture Trustee, and upon its reasonable request, the Debtors shall execute a deed of trust in a  
24 form satisfactory to the Indenture Trustee to be recorded in the land records evidencing the foregoing  
25 liens granted to the Indenture Trustee’s in the DIP Collateral, and the proceeds thereof, immediately  
26 following the indefeasible payment in full in cash of all the DIP Obligations. Nothing in this  
27 Paragraph 13(c) shall be construed to preclude or estop any official committee appointed under  
28

1 section 1102 of the Bankruptcy Code from investigating and/or challenging the extent, validity, and  
2 priority of the Indenture Trustee's prepetition liens.

3 (d) To the fullest extent permitted by the Bankruptcy Code or applicable law, any  
4 provision of any law, rule, regulation, lease, loan document, easement, use agreement, license,  
5 contract, organizational document, or other instrument or agreement that restricts the ability of any  
6 of the Debtors to pledge, grant, mortgage, sell, assign, or otherwise transfer any fee or leasehold  
7 interest in (or the proceeds thereof) the DIP Collateral (or requires the consent of or the payment of  
8 any fees or obligations to any entity in order for any of the Debtors to take such actions) shall have  
9 no force or effect with respect to the DIP Liens on such fee or leasehold interests or other DIP  
10 Collateral (or the proceeds of any assignment and/or sale thereof).

11 (e) The DIP Collateral does not include any real property and other assets that  
12 are used by the hospital in its operations as a health facility (as such term is defined under Cal.  
13 Health & Safety Code § 1250) or other facilities that provide similar health care (as defined under  
14 Cal. Code Regs. Tit.11, § 999.5), and therefore any sale, foreclosure, or other disposition of the DIP  
15 Collateral, either to a for-profit entity or non-profit entity, shall not require the consent of the  
16 Attorney General of the State of California under Cal. Corp. Code § 5914 or § 5920. Further, service  
17 of this Interim Order shall be deemed written notice to the Attorney General under Cal. Corp. Code  
18 § 5913 of Debtors' intention to sell, lease, convey, exchange, transfer or otherwise dispose of all or  
19 substantially all of the DIP Collateral to either a non-profit or a for-profit entity, and no further  
20 notice to, or consent or approval by, the Attorney General shall be required.

21 14. Priority of DIP Liens.

22 (a) Effective as of entry of this Interim Order, the DIP Liens shall constitute  
23 continuing, valid, binding, enforceable, non-avoidable, automatically and properly perfected  
24 security interests in and liens on in the DIP Collateral as follows:

25 (i) pursuant to Section 364(c)(2) of the Bankruptcy Code, valid, binding,  
26 continuing, enforceable, non-avoidable, automatically and properly perfected first priority liens on  
27 and security interests in all DIP Collateral that is not otherwise subject to any Permitted Prior Liens;  
28 and

1 (ii) pursuant to Section 364(c)(3) of the Bankruptcy Code, valid, binding,  
2 continuing, enforceable, non-avoidable, automatically and properly perfected junior liens on and  
3 security interests in all DIP Collateral that is subject to any Permitted Prior Liens, which junior liens  
4 and security interests in favor of the DIP Lender shall be subject only to any such Permitted Prior  
5 Liens.

6 (b) Except as expressly set forth herein, the DIP Liens and the DIP Superpriority  
7 Claims: (i) shall not be or be made junior to or *pari passu* with (A) any lien, security interest or  
8 claim heretofore or hereinafter granted in the Chapter 11 Cases or any Successor Cases, and shall  
9 be valid and enforceable against the Debtors, their estates, any trustee or any other estate  
10 representative appointed or elected in the Chapter 11 Cases or any Successor Cases and/or upon the  
11 dismissal of any of the Chapter 11 Cases or any Successor Cases, provided however that the DIP  
12 Liens and DIP Superpriority Claims shall be *pari passu* with any replacement liens granted to the  
13 Indenture Trustee through any interim or final Cash Collateral Orders entered by the Bankruptcy  
14 Court in these Chapter 11 Cases, (B) any lien or interest that is avoided and preserved for the benefit  
15 of the Debtors and their estates under Section 551 of the Bankruptcy Code or otherwise, and (C)  
16 any intercompany or affiliate lien or claim of the Debtors; and (ii) shall not be subject to Sections  
17 510, 549, or 550 of the Bankruptcy Code.

18 (c) Notwithstanding anything contained in this Interim Order or any other order  
19 of this Court to the contrary, the DIP Liens shall constitute first priority liens on and security interests  
20 in all DIP Cash Collateral.

21 15. Professional Fees

22 (a) No Direct Obligation To Pay Allowed Professional Fees. The DIP Lender  
23 shall not be responsible for the payment or reimbursement of any fees or disbursements of any  
24 Professional Person incurred in connection with the Chapter 11 Cases or any Successor Cases.  
25 Nothing herein or otherwise shall be construed to obligate the DIP Lender, in any way, to pay  
26 compensation to, or to reimburse expenses of, any Professional Person or to guarantee that the  
27 Debtors have sufficient funds to pay such compensation or reimbursement.

1 (b) Agreement Regarding Professional Fees. The Debtors and the Indenture  
2 Trustee agree that the professional fee line items under the Restructuring Costs section of the Budget  
3 (e.g., Debtors Professionals, Secured Lenders Professionals and UCC Professionals) shall reflect no  
4 balances for purposes of this Interim Order. Counsel for the Debtors and counsel for the Indenture  
5 Trustee agree to defer seeking this Court's approval of payment of their respective fees and expenses  
6 until the earlier of (a) close of a sale of the Beverly Community Hospital; (b) such time as the  
7 Debtors and the Indenture Trustee submit to the Court an agreed Budget that contains budgeted line  
8 items for such professional fees; and (c) the closing of the Bankruptcy Case. As such, no fees or  
9 expenses of professionals, whether of the Debtor, Indenture Trustee or Committee, shall be paid  
10 from, or carved out of, the proceeds of the DIP Loans unless and until the Court approves a budget  
11 for those fees and expenses which has been mutually agreed to by all parties or the Court enters final  
12 orders pursuant to Section 330 of the Bankruptcy Code approving such fees and expenses.

13 (c) Objection Rights. Nothing contained herein is intended to constitute, nor shall  
14 be construed as consent to, the allowance of any Professional Person's fees, costs or expenses by  
15 any party and shall not affect the right of the Debtors, the DIP Lender, or any other party-in-interest  
16 to object to the allowance and/or payment of any such amounts incurred or requested.

17 16. Limitation on Use of DIP Facility Proceeds. Notwithstanding anything herein to the  
18 contrary, no portion of the DIP Facility or the DIP Collateral (or the proceeds of any of the  
19 foregoing) shall include, apply to, be available for, or be used for payment of any fees, costs or  
20 expenses incurred by any party, including the Debtors or the Committee, in connection with any of  
21 the following: (a) investigation (including by way of examinations or discovery proceedings),  
22 preparation for, initiation, assertion, joining, commencement, support or prosecution of any claims,  
23 counter-claims, actions, causes of action, proceedings, adversary proceedings, applications,  
24 motions, objections, defenses, or other contested matters against the DIP Lender or any of its  
25 successors, assigns, affiliates, parents, subsidiaries, partners, controlling persons, representatives,  
26 agents, attorneys, advisors, financial advisors, consultants, professionals, officers, directors,  
27 members, managers, shareholders, and employees, past, present and future, and their respective  
28 heirs, predecessors, successors and assigns, in each case in their respective capacities as such and

1 with respect to any transaction, occurrence, omission, action or other matter (each, a “Secured Party  
2 Claim”), including, without limitation, (i) investigating or challenging in any way the DIP  
3 Obligations, the DIP Documents, the DIP Liens, the DIP Superpriority Claims, or any other security  
4 interests, liens, or claims of the DIP Lender (including with respect to the validity, enforceability,  
5 priority, extent, nature, or amount of any of the foregoing or any defense, counterclaim, or offset to  
6 any of the foregoing), or (ii) investigating or asserting any action seeking to invalidate, modify, set  
7 aside, recharacterize, avoid, or subordinate, in whole or in part, the DIP Obligations; (b) the assertion  
8 of any claims or causes of action against the DIP Lender, including, without limitation, claims or  
9 actions to prevent, hinder or delay the DIP Lender’s enforcement or realization on the DIP Collateral  
10 in accordance with this Interim Order, the Final Order, or the DIP Documents, as applicable; (c)  
11 seeking to amend or modify any of the rights, remedies, priorities, privileges, protections and  
12 benefits granted to the DIP Lender under this Interim Order, the Final Order, or the DIP Documents;  
13 (d) payment of any amount on account of any claims arising prior to the Petition Date unless such  
14 payments are (i) in accordance with the DIP Credit Agreement, and (ii) approved by order of this  
15 Court; or (e) any purpose that is prohibited under the Bankruptcy Code.

16 17. Section 506(c) Waiver. The Debtors irrevocably waive and are prohibited from  
17 asserting any surcharge claim, whether under Sections 105(a) or 506(c) of the Bankruptcy Code or  
18 otherwise, for any costs and expenses incurred in connection with the preservation, protection or  
19 enhancement of, or realization by the DIP Lender upon, the DIP Collateral, and no costs or expenses  
20 of administration that have been or may be incurred in any of the Chapter 11 Cases or any Successor  
21 Cases at any time shall be charged against the DIP Lender any of its claims or liens (including any  
22 claims or liens granted pursuant to this Interim Order) or the DIP Collateral pursuant to Sections  
23 105(a) or 506(c) of the Bankruptcy Code or otherwise.

24 18. No Marshaling/Application of Proceeds. The Debtors irrevocably waive and are  
25 prohibited from asserting the equitable doctrine of “marshaling” or any other similar doctrine with  
26 respect to the DIP Collateral, and in no event shall the DIP Lender be subject to the equitable  
27 doctrine of “marshaling” or any other similar doctrine with respect to the DIP Collateral. All  
28

1 proceeds of the DIP Collateral shall be received and used in accordance with this Interim Order and  
2 the DIP Documents.

3 19. Disposition of Collateral. Except as expressly permitted by the DIP Documents, (a)  
4 the Debtors shall not sell, transfer, lease, encumber, or otherwise dispose of any of the DIP Collateral  
5 without an order of this Court or the prior written consent of the DIP Lender, and (b) shall apply all  
6 net proceeds of the DIP Collateral, whether sold in the ordinary course or otherwise, as provided in  
7 the DIP Credit Agreement.

8 20. Proceeds of Subsequent Financing. If the Debtors, any trustee, any examiner with  
9 expanded powers, or any responsible officer subsequently appointed in the Chapter 11 Cases or any  
10 Successor Cases shall obtain credit or incur debt in violation of the DIP Documents at any time prior  
11 to the indefeasible payment in full in cash of all the DIP Obligations and/or other satisfaction in full  
12 (either in cash, by DIP Lender credit bid, or by written consent of DIP Lender) of all the DIP  
13 obligations either (i) under Section 363(k) of the Bankruptcy Code or (ii) upon fully executed  
14 deed(s) in lieu and/or the completion of one or more foreclosures or other remedies under applicable  
15 California law and the termination of DIP Lender's obligation to extend credit under the DIP  
16 Facility (including subsequent to the confirmation of any Chapter 11 plan with respect to any or all  
17 of the Debtors and the Debtors' estates) and such facilities are secured by any DIP Collateral, then  
18 all the cash proceeds derived from such credit or debt shall immediately be turned over to the DIP  
19 Lender to be applied in accordance with this Interim Order and the DIP Documents.

20 21. Protections of Rights of DIP Lender.

21 (a) Unless the DIP Lender shall have provided its prior written consent, or all  
22 DIP Obligations have been indefeasibly paid in full in cash and the lending commitments under the  
23 DIP Facility have terminated, there shall not be entered in the Chapter 11 Cases or any Successor  
24 Cases any order (including any order confirming a Chapter 11 plan) that authorizes any of the  
25 following: (i) the obtaining of credit or the incurring of indebtedness that is secured by a security,  
26 mortgage, or collateral interest or other lien on all or any portion of the DIP Collateral and/or that is  
27 entitled to administrative priority status, in each case that is superior to or *pari passu* with the DIP  
28 Liens and/or the DIP Superpriority Claims except as expressly set forth in this Interim Order or the

1 DIP Documents; or (ii) the modification of any of the DIP Lender's rights under this Interim Order  
2 or the DIP Documents with respect any DIP Obligations.

3 (b) The Debtors (and/or their legal and financial advisors in the case of clauses  
4 (i) through (iii) below) will (i) reasonably cooperate with, consult with, and provide to the DIP  
5 Lender all such information and documents that any or all of the Debtors are obligated (including  
6 upon reasonable request by the DIP Lender) to provide under the DIP Documents or the provisions  
7 of this Interim Order; (ii) upon reasonable advance notice, during normal business hours, permit the  
8 DIP Lender and its advisors to visit and inspect any of the Debtors' business premises and other  
9 properties, to examine and make abstracts or copies from any of their respective books, records,  
10 reports, and other papers, and to discuss their respective affairs, finances, properties, business  
11 operations, and accounts with their respective officers, employees, independent public accountants,  
12 and other professional advisors; (iii) permit the DIP Lender to consult with the Debtors'  
13 management and advisors on matters concerning the Debtors' businesses, financial condition,  
14 operations, and assets; and (iv) upon reasonable advance notice, permit the DIP Lender to conduct,  
15 at its discretion and at the Debtors' cost and expense, field audits, collateral examinations,  
16 liquidation valuations, environmental surveys, and appraisals at reasonable times in respect of any  
17 or all of the DIP Collateral in accordance with the DIP Documents.

18 22. Automatic Effectiveness of Liens. The DIP Liens shall become valid, perfected,  
19 binding, enforceable, non-avoidable and effective liens by operation of law as of the Petition Date  
20 without any further action by the Debtors or the DIP Lender and without the necessity of executing,  
21 filing or recording any financing statements, security agreements, mortgages, filings with a  
22 governmental unit, or other documents, agreements, or instruments or the taking of any other actions  
23 (including, for the avoidance of doubt, taking possession of any collateral) to validate or perfect (in  
24 accordance with applicable law) the DIP Liens or to entitle the DIP Lender to the priorities granted  
25 herein. If the DIP Lender hereafter requests that the Debtors execute and deliver any financing  
26 statements, security agreements, mortgages, filings with a governmental unit, or other documents,  
27 agreements, or instruments considered by the DIP Lender to be reasonably necessary or desirable to  
28 further evidence the perfection of the DIP Liens, the Debtors are hereby authorized and directed to

1 execute and deliver any such documents, agreements, and instruments to the DIP Lender, and the  
2 DIP Lender is hereby authorized to file or record any such documents, agreements or instruments  
3 in its discretion without seeking modification of the automatic stay under Section 362 of the  
4 Bankruptcy Code, in which event all such documents shall be deemed to have been filed or recorded  
5 at the time and on the Petition Date; provided, however, that no such filing or recordation shall be  
6 necessary or required in order to create or perfect the DIP Liens. The DIP Lender, in its sole  
7 discretion, may file a copy of this Interim Order as a financing statement with any filing or recording  
8 office or with any registry of deeds or similar office in addition to, or in lieu of, such financing  
9 statements, mortgages, notices of liens or similar documents, agreements, or instruments, and any  
10 such filing, recording, or similar office is directed to accept such filing as a financing statement.

11 23. Modification of Automatic Stay. The automatic stay imposed under Section 362(a)  
12 of the Bankruptcy Code is hereby modified as necessary to effectuate all of the terms, rights,  
13 benefits, privileges, remedies and provisions of this Interim Order and the DIP Documents (without  
14 further notice, motion, application to, order of, or hearing before this Court), including, without  
15 limitation, to permit: (a) the Debtors to take all appropriate actions necessary or reasonably  
16 requested by the DIP Lender to (i) grant the DIP Liens, the DIP Superpriority Claims, or any other  
17 liens or claims set forth herein, and (ii) ensure that the DIP Liens or any other liens granted hereunder  
18 are perfected and maintain the priority set forth herein; (b) the Debtors to incur all liabilities and  
19 obligations (including the DIP Obligations) to the DIP Lender, as contemplated under this Interim  
20 Order and the DIP Documents; (c) the Debtors to pay all amounts required under, in accordance  
21 with, and subject to the DIP Documents and this Interim Order; (d) the DIP Lender to retain and  
22 apply payments made in accordance with the DIP Documents and this Interim Order; (e) the DIP  
23 Lender to exercise, upon the occurrence and during the continuance of any Event of Default under  
24 the DIP Documents, all rights and remedies provided for in this Interim Order and the DIP  
25 Documents and take any or all actions provided therein, in each case without further notice, motion,  
26 application to, order of, or hearing before, this Court; and (f) the implementation of all of the terms,  
27 rights, benefits, privileges, remedies, and provisions of this Interim Order and the DIP Documents.

1           24.     Case Milestones. As a condition to the DIP Facility, the Debtor shall comply with  
2 each of the Milestones (as defined in the DIP Credit Agreement). For the avoidance of doubt, the  
3 failure of the Debtors to comply with any of the Milestones shall, unless waived in writing by the  
4 DIP Lender, (a) constitute an immediate Event of Default under the DIP Credit Agreement and this  
5 Interim Order, and (b) subject to paragraph 24 below, permit the DIP Lender to exercise all rights  
6 and remedies provided for in this Interim Order and the DIP Documents.

7           25.     Rights and Remedies Upon Event of Default. Immediately upon the occurrence and  
8 during the continuation of an Event of Default under any of the DIP Documents, notwithstanding  
9 the provisions of Section 362 of the Bankruptcy Code, without any application, motion or notice to,  
10 hearing before, or order from this Court, but subject to the terms of this Interim Order, the DIP  
11 Lender may declare (any such declaration shall be referred to herein as a “Termination Declaration”)  
12 (i) the unpaid principal amount of all outstanding DIP Loans, all interest accrued and unpaid thereon,  
13 and all other DIP Obligations to be immediately due and payable, without presentment, demand,  
14 protest or other notice of any kind, all of which are hereby expressly waived by the Debtors, (ii) the  
15 termination, reduction or restriction of any further commitment to extend credit to the Debtors to  
16 the extent any such commitment remains under the DIP Facility, and (iii) the termination of the DIP  
17 Facility and the DIP Documents as to any future liability or obligation of the DIP Lender, but without  
18 affecting any of the DIP Liens or the DIP Obligations. The Termination Declaration shall be  
19 delivered by email (or other electronic means) to counsel to the Debtors, counsel to the Committee  
20 (if appointed), counsel for the Indenture Trustee and the U.S. Trustee. The Debtors, Indenture  
21 Trustee and/or the Committee (if appointed) shall be entitled to seek an emergency hearing with this  
22 Court to be held within five (5) days after the Termination Date (the “Remedies Notice Period”,  
23 provided that the sole issue that the Debtors, Indenture Trustee and/or the Committee may bring  
24 before this Court at any such emergency hearing is whether an Event of Default has occurred and/or  
25 is continuing. The date on which the Remedies Notice Period expires, unless the Court orders  
26 otherwise, is referred to herein as the “Termination Date”). Unless this Court orders otherwise, the  
27 automatic stay in the Chapter 11 Cases otherwise applicable to the DIP Lender shall automatically  
28 terminate at the end of the Remedies Notice Period without further notice or order, and the DIP

1 Lender shall be entitled (without further order of or application or motion to this Court) to enforce  
2 all rights and remedies of the DIP Lender under the DIP Documents, this Interim Order, and  
3 applicable law to satisfy the DIP Obligations, the DIP Superpriority Claims, and the DIP Liens. The  
4 DIP Liens shall maintain all right, priority, perfection, and other protections granted pursuant to this  
5 Interim Order and provided under the DIP Documents until all of the DIP Obligations are  
6 indefeasibly paid in cash and discharged, and none of the DIP Liens shall be released until all of the  
7 DIP Obligations have been indefeasibly paid in cash and discharged. The Debtors and the  
8 Committee (if appointed) shall cooperate with the DIP Lender in the exercise of its rights and  
9 remedies (whether against the DIP Collateral or otherwise), shall not challenge or raise any objection  
10 to the exercise of such rights and remedies except during the Remedies Notice Period, and shall  
11 waive any right to seek relief under the Bankruptcy Code, including under Section 105 thereof, to  
12 the extent that such relief would restrict or impair the rights and remedies of the DIP Lender set  
13 forth in this Interim Order and the DIP Documents. For the avoidance of doubt, no party in interest,  
14 except for the Indenture Trustee to the extent any enforcement of rights and remedies are sought  
15 against the Indenture Trustee Collateral, shall have the right to contest the enforcement of the rights  
16 and remedies set forth in this Interim Order or the DIP Documents on any basis other than an  
17 assertion that no Event of Default has occurred and is continuing. This Court shall retain exclusive  
18 jurisdiction to hear and resolve any disputes and enter any orders required by the provisions of this  
19 paragraph and relating to the application, re-imposition or continuance of the automatic stay as  
20 provided hereunder. The delay or failure to exercise rights and remedies under the applicable DIP  
21 Documents or this Interim Order by the DIP Lender shall not constitute a waiver of the DIP Lender's  
22 rights hereunder, thereunder or otherwise, unless such waiver is pursuant to a written instrument  
23 executed in accordance with the terms of the DIP Documents and this Interim Order, as applicable.

24       26. Maintenance of DIP Collateral. Until the indefeasible payment in full in cash of all  
25 the DIP Obligations and/or other satisfaction in full (either in cash, by DIP Lender credit bid, or by  
26 written consent of DIP Lender) of all the DIP obligations either (i) under Section 363(k) of the  
27 Bankruptcy Code or (ii) upon fully executed deed(s) in lieu and/or the completion of one or more  
28 foreclosures or other remedies under applicable California law and the termination of the DIP

1 Lender's obligation to extend credit under the DIP Facility, the Debtors shall (x) insure the DIP  
2 Collateral as required under the DIP Documents, (y) conduct all business activities required to  
3 manage the rental properties, including, but not limited to, collecting rents, timely paying real estate  
4 taxes when due, maintaining the properties and premises in the condition and in the manner set forth  
5 and required by the DIP Documents, and (z) maintain books, records, and accounts to the extent and  
6 as required by the DIP Documents.

7 27. Binding Effect. Immediately upon entry, the terms and provisions of this Interim  
8 Order shall inure to the benefit of the Debtors, the DIP Lender, and each of their respective  
9 successors and assigns, and shall be binding upon the Debtors, the DIP Lender, the Committee (if  
10 appointed), and any and all other creditors of the Debtors or other parties in interest and their  
11 respective successors and assigns, including without limitation, any trustee hereafter appointed for  
12 the estate of any of the Debtors, whether in the Chapter 11 Cases or any Successor Cases. Such  
13 binding effect is an integral part of this Interim Order.

14 28. Survival. The terms and provisions of this Interim Order and any actions taken  
15 pursuant hereto (including, but not limited to, the granting of the DIP Liens and the DIP  
16 Superpriority Claims) shall survive the entry of any order: (a) converting any of the Chapter 11  
17 Cases to a Chapter 7 case; or (b) dismissing any of the Chapter 11 Cases or any Successor Cases,  
18 and the terms and provisions of this Interim Order and any actions taken pursuant hereto shall  
19 continue in full force and effect notwithstanding the entry of any such order. The terms and  
20 provisions of this Interim Order shall continue in the Chapter 11 Cases and any Successor Cases,  
21 and all liens and claims granted pursuant to this Interim Order shall maintain their priority as  
22 provided by this Interim Order and the DIP Documents until all of the DIP Obligations are  
23 indefeasibly paid in cash and discharged and all commitments to extend credit under the DIP Facility  
24 are terminated. If an order dismissing any of the Chapter 11 Cases or any Successor Cases is at any  
25 time entered, such order shall provide (in accordance with Sections 105 and 349 of the Bankruptcy  
26 Code) that: (a) the DIP Liens and the DIP Superpriority Claims granted to and conferred upon the  
27 DIP Lender and the protections afforded to the DIP Lender pursuant to this Interim Order and the  
28 DIP Documents shall continue in full force and effect and shall maintain their priorities as provided

1 in this Interim Order until all DIP Obligations shall have been paid and satisfied in full in cash (and  
2 that such DIP Liens, DIP Superpriority Claims and other protections shall, notwithstanding such  
3 dismissal, remain binding on all interested parties); and (b) to the maximum extent permitted by  
4 applicable law, this Court shall retain jurisdiction, notwithstanding such dismissal, for the purpose  
5 of enforcing the DIP Liens and the DIP Superpriority Claims.

6 29. Amendment of DIP Documents. The Debtors and the DIP Lender are hereby  
7 authorized (without further notice, motion or application to, order of or hearing before, this Court)  
8 to amend, modify, or supplement any of the DIP Documents if such amendment, modification, or  
9 supplement (a) is non-material or non-adverse to the Debtor, (b) does not directly affect the  
10 Indenture Trustee Collateral, and (c) is in accordance with the terms of the DIP Documents, provided  
11 however that notice of any such amendment, modification, or supplement shall be provided to the  
12 Indenture Trustee in writing. In the case of a material amendment, modification, or supplement to  
13 the DIP Documents that is adverse to the Debtors or that directly affects the Indenture Trustee  
14 Collateral, the Debtors or the DIP Lender shall provide notice (which may be provided through  
15 email) of any such amendment, modification, or supplement to counsel for the Committee (if  
16 appointed), the Indenture Trustee and the U.S. Trustee, each of whom shall have five (5) business  
17 days from the date of such notice to object in writing to such amendment, modification, or  
18 supplement; provided, however, that any forbearance from, or waiver of, a breach by the Debtors of  
19 a covenant, representation or any other agreement or a default or an Event of Default, in each case  
20 under the DIP Documents, shall not constitute a material amendment, modification or supplement.  
21 If no objections are timely received by the Debtors or the DIP Lender, as applicable, during such  
22 five business (5) days' notice period, the Debtors and the DIP Lender are authorized and empowered  
23 to implement, in accordance with the terms of the DIP Documents, such material amendment,  
24 modification or supplement to the DIP Documents, without further notice, hearing or approval of  
25 this Court. Any proposed material amendment, modification, or supplement to the DIP Documents  
26 that is subject to a timely filed objection in accordance with this paragraph shall be subject to further  
27 order of this Court (which may be sought on an expedited basis).

1           30.     Insurance Policies. Upon entry of this Interim Order, on each insurance policy  
2 maintained by the Debtors which insures or consists of DIP Collateral: (i) the DIP Lender shall be,  
3 and shall be deemed to be, without any further action by or notice to any person, named as an  
4 additional insured; and (ii) the DIP Lender shall be, and shall be deemed to be, without any further  
5 action by or notice to any person, named as a loss payee. The Debtors are hereby authorized and,  
6 upon the written request of the DIP Lender, shall use commercially reasonable efforts to have the  
7 DIP Lender added as an additional insured and loss payee on each insurance policy maintained by  
8 the Debtors which in any way relates to the DIP Collateral.

9           31.     Protection Under Section 364(e) of the Bankruptcy Code. The DIP Lender has acted  
10 in good faith in connection with this Interim Order and its reliance on this Interim Order is in good  
11 faith. Based on the findings set forth in this Interim Order and the record of the Chapter 11 Cases,  
12 and in accordance with Section 364(e) of the Bankruptcy Code, if any or all of the provisions of this  
13 Interim Order are hereafter reversed, modified, vacated or stayed, such reversal, modification,  
14 vacation or stay shall not affect (a) the validity of any DIP Obligations owing to the DIP Lender,  
15 incurred prior to the actual receipt by the DIP Lender of written notice of the effective date of such  
16 reversal, modification, vacation or stay, or (b) the validity or enforceability of any DIP Loans or  
17 other advances previously made or any claim, lien, security interest or priority authorized or created  
18 hereby or pursuant to the DIP Documents with respect to any DIP Obligations owing to the DIP  
19 Lender. Notwithstanding any such reversal, modification, vacation or stay, any incurrence of DIP  
20 Obligations prior to the actual receipt by the DIP Lender of written notice of the effective date of  
21 such reversal, modification, vacation or stay, shall be governed in all respects by the provisions of  
22 this Interim Order, and the DIP Lender shall be entitled to all of the rights, remedies, protections  
23 and benefits granted under Section 364(e) of the Bankruptcy Code, this Interim Order, and the DIP  
24 Documents with respect to the incurrence of DIP Obligations.

25           32.     Sale Process; Credit Bidding.

26                   (a)     The Debtors' selection of a broker or investment banker for a sale of any of  
27 the DIP Collateral (the "DIP Collateral Broker") shall be subject to the written approval of the DIP  
28 Lender, which approval shall not be unreasonably withheld, delayed or denied. The Debtors and

1 the DIP Collateral Broker shall keep the DIP Lender informed on a current basis of the status of all  
2 offers received (whether written or oral) for any of the DIP Collateral and shall provide the DIP  
3 Lender copies of all such offers within one business day after receipt. Pending completion of a sale  
4 of the DIP Collateral, the Debtors (i) shall take all actions necessary to preserve the leases (including  
5 the Ground Lease) covering any of the DIP Collateral (including all actions necessary to prevent the  
6 deemed rejection of any such leases under Section 365 of the Bankruptcy Code), and (ii) shall take  
7 no action that could reasonably result in the rejection of any of the leases (including the Ground  
8 Lease) covering any of the DIP Collateral.

9 (b) The DIP Lender shall be considered a qualified bidder (whether described as  
10 “Qualified Bidder” or similar term or not specifically defined) in connection with any sale of DIP  
11 Collateral. The DIP Lender shall have the right to “credit bid”, in full or in part, up to the full  
12 amount of the applicable outstanding DIP Obligations in connection with the sale of all or any  
13 portion of the DIP Collateral (including without limitation, any sale pursuant to Section 363 of the  
14 Bankruptcy Code, any sale included as part of any Chapter 11 plan subject to confirmation under  
15 Section 1129(b)(2)(A)(ii) - (iii) of the Bankruptcy Code, or any sale made by a Chapter 7 trustee  
16 under Section 725 of the Bankruptcy Code), whether (a) after the occurrence of an Event of Default  
17 under the DIP Credit Agreement, or (b) as a bidder in any sale. Auction or other disposition of DIP  
18 Collateral conducted in the Chapter 11 Cases. The foregoing rights shall be not be stayed during or  
19 otherwise affected by the Remedies Notice Period.

20 33. Discharge Waiver. The DIP Obligations and the obligations of the Debtors with  
21 respect to the liens, claims and adequate protection provided to the DIP Lender under this Interim  
22 Order shall survive (and not be discharged by) the entry of an order confirming a Chapter 11 plan  
23 in any of the Chapter 11 Cases, notwithstanding the provisions of Section 1141(d) of the Bankruptcy  
24 Code, unless such obligations have been indefeasibly paid in full in cash on or before the effective  
25 date of the confirmed Chapter 11 plan. The Debtors shall not propose or support any Chapter 11  
26 plan that is not conditioned upon the indefeasible payment in full in cash of all DIP Obligations  
27 upon the earlier of the effective date of the confirmed Chapter 11 plan or the Termination Date. In  
28

1 no event shall a Chapter 11 plan alter the terms of repayment of any of the DIP Obligations from  
2 those set forth in the DIP Documents unless agreed to by and among the Debtors and the DIP Lender.

3 34. No Third Party Rights. Except as explicitly provided for herein, this Interim Order  
4 does not create any rights for the benefit of any third party, creditor, equity holder, or any direct,  
5 indirect, or incidental beneficiary other than the DIP Lender.

6 35. Joint and Several Liability. Nothing in this Interim Order shall be construed to  
7 constitute a substantive consolidation of any of the Debtors' estates, it being understood, however,  
8 that the Debtors shall be jointly and severally liable for all obligations under this Interim Order and  
9 the DIP Documents, including without limitation, the DIP Obligations and the DIP Superpriority  
10 Claims in accordance with the terms of this Interim Order and the DIP Documents.

11 36. Limitations on Liability. In determining to make extensions of credit under the DIP  
12 Facility or in exercising any rights or remedies as and when permitted pursuant to this Interim Order,  
13 the Final Order, or the DIP Documents, as applicable, the DIP Lender shall not be deemed to be in  
14 control of the operations of the Debtors or any affiliate (as defined in Section 101(2) of the  
15 Bankruptcy Code) of the Debtors, or to be acting as a "responsible person" or "owner or operator"  
16 with respect to the operation or management of the Debtors or any affiliate of the Debtors (as such  
17 terms, or any similar terms, are used in the United States Comprehensive Environmental Response,  
18 Compensation and Liability Act, 29 U.S.C. §§ 9601 *et seq.*, as amended, or any similar federal or  
19 state statute). Furthermore, nothing in this Interim Order, the DIP Documents, or any other  
20 documents related thereto shall in any way be construed or interpreted to impose or allow the  
21 imposition upon the DIP Lender of any liability for any claims arising from the prepetition or  
22 postpetition activities of the Debtors or any affiliate of the Debtors, including any and all activities  
23 by the Debtors in the operation of their business or the administration of the Chapter 11 Cases.

24 37. Findings of Fact and Conclusions of Law. This Interim Order constitutes, where  
25 applicable, findings of fact and conclusions of law and shall take effect and be fully enforceable  
26 *nunc pro tunc* to the Petition Date immediately upon entry hereof. The findings and conclusions set  
27 forth herein constitute this Court's findings of fact and conclusions of law pursuant to Bankruptcy  
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1 Rule 7052. To the extent any findings of fact constitute conclusions of law, they are adopted as  
2 such. To the extent any conclusions of law constitute findings of fact, they are adopted as such.

3 38. Entry of this Interim Order; Waiver of Stay. Notwithstanding Bankruptcy Rules  
4 4001(a)(3), 6004(h), 6006(d), 7062 or 9024, any other Bankruptcy Rule or Local Rule, or Rule 62(a)  
5 of the Federal Rules of Civil Procedure, this Interim Order shall be immediately effective and  
6 enforceable upon its entry and there shall be no stay of execution or effectiveness of this Interim  
7 Order.

8 39. Choice of Law; Jurisdiction. The DIP Facility and DIP Documents (and the rights  
9 and obligations of the parties thereto) provide that they shall be governed by, and construed and  
10 interpreted in accordance with, the laws of the State of New York and, to the extent applicable,  
11 California law and the Bankruptcy Code. This Court shall have exclusive jurisdiction with respect  
12 to any and all disputes or matters under, or arising out of, or in connection with, either the DIP  
13 Facility or the DIP Documents.

14 40. No Modification of Interim Order. Until and unless the DIP Obligations have been  
15 indefeasibly paid in full in cash and all commitments to extend credit under the DIP Facility have  
16 been terminated, the Debtors irrevocably waive the right to seek and shall not seek or consent to,  
17 directly or indirectly, without the prior written consent of the DIP Lender: (a) any modification,  
18 stay, vacatur, amendment, or extension of this Interim Order; (b) any priority claim for any  
19 administrative expense or unsecured claim against the Debtors (now existing or hereafter arising of  
20 any kind or nature whatsoever, including any administrative expense of the kind specified in  
21 Sections 503(b), 506(c), 507(a) or 507(b) of the Bankruptcy Code) in any of the Chapter 11 Cases  
22 or any Successor Cases, equal or superior to the DIP Superpriority Claims other than the Permitted  
23 Superpriority Claims to the extent permitted under this Interim Order; or (c) any lien on any of the  
24 DIP Collateral with priority equal or superior to the DIP Liens, except as specifically provided in  
25 the DIP Documents.

26 41. Controlling Effect of Interim Order. To the extent any provision of this Interim Order  
27 conflicts with any provision of the DIP Motion or any DIP Document, the provisions of this Interim  
28 Order shall control.

1           42.     Service. Service of this Interim Order and notice of the Final Hearing shall be made  
2 upon the parties described in paragraph P above, the Committee (if appointed as of the date hereof),  
3 and any person who, as of the date hereof, has filed a notice pursuant to Bankruptcy Rule 2002.

4           43.     Objections. Objections to the entry of the Final Order shall be in writing and shall  
5 be filed with the Clerk of this Court, on or before May 3, 2023, with a copy served upon: (a) counsel  
6 to the Debtors, Sheppard, Mullin, Richter & Hampton LLP, 321 N. Clark Street, 32<sup>nd</sup> Floor,  
7 Chicago, IL 60654 (Attn: Justin R. Bernbrock (jbernbrock@sheppardmullin.com); Catherine Jun  
8 (cjun@sheppardmullin.com)); (b) counsel to the DIP Lender, Bryan Cave Leighton Paisner LLP,  
9 161 N. Clark St., #4300, Chicago, Illinois 60601 (Attn: Eric Prezant, Esq.) (email:  
10 eric.prezant@bclplawcom), and 120 Broadway, #300, Santa Monica, California 90401 (Attn;  
11 Sharon Weiss) (email: sharon.weiss@bclplaw.com) (c) counsel to be selected by the Committee  
12 upon its formation if selected by such date, and (f) the Office of the United States Trustee, 915  
13 Wilshire Blvd., Suite 1850, Los Angeles, CA 90017 (Attn: Kelly L. Morrison, Esq.) (email:  
14 kelly.l.morrison@usdoj.gov).

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1           44.     Final Hearing. A final hearing on the DIP Motion (the “Final Hearing”) shall be heard  
2 before this Court on May 17, 2023 at 9:00 a.m. (prevailing Pacific Time) via ZoomGov or  
3 Courtroom No. 1575 or as at the United States Bankruptcy Court for the Central District of  
4 California at 255 E. Temple St. Los Angeles, CA 90012.

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## PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:  
222 N Pacific Coast Highway, 3rd Floor, El Segundo, CA 90245.

A true and correct copy of the foregoing document entitled (*specify*): Notice of Lodgment of Order in Bankruptcy Case  
re: Debtors' Emergency Motion for Interim and Final Orders (I) Authorizing the Debtors to Obtain Post-Petition  
Financing, (II) Granting Adequate Protection to Prepetition Secured Creditors, and (III) Granting Related Relief;  
Memorandum of Points and Authorities in Support Thereof

will be served or was served **(a)** on the judge in chambers in the form and manner required by LBR 5005-2(d); and **(b)** in the manner stated below:

**1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):** Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (*date*) 05/01/2023, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

See Exhibit A.

☒ Service information continued on attached page

**2. SERVED BY UNITED STATES MAIL:**

On (*date*) 05/01/2023, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

See Exhibit B.

☒ Service information continued on attached page

**3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL** (*state method for each person or entity served*): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (*date*) 05/01/2023, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

See Exhibit C - Electronic Mail.

☒ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

05/01/2023      Jonathan J. Thomson  
*Date*                      *Printed Name*

/s/ Jonathan J. Thomson  
*Signature*

## **Exhibit A**

CreditorName	Email
Megan M Adeyemo	madeyemo@grsm.com, asoto@grsm.com
David E Ahdoot	dahdoot@bushgottlieb.com, kprestegard@bushgottlieb.com
Scott E Blakeley	seb@blakeleyllp.com, ecf@blakeleyllp.com
Joseph P Buchman	jbuchman@bwsllaw.com, gmitchell@bwsllaw.com
Adrian Butler	abutler@bushgottlieb.com
Evelina Gentry	evelina.gentry@akerman.com, rob.diwa@akerman.com
Evan Gershbein	ECFpleadings@kccllc.com
Steven T Grubner	sgubner@bg.law, ecf@bg.law
Michael Jones	michael.jones4@usdoj.gov
Alexandria Lattner	alattner@sheppardmullin.com, ehwalters@sheppardmullin.com
Marc A Levinson	MALevinson@orrick.com, borozco@orrick.com
Ron Maroko	ron.maroko@usdoj.gov
Kelly L Morrison	kelly.l.morrison@usdoj.gov
Jennifer L Nassiri	JNassiri@sheppardmullin.com
Mary H Rose	mrose@buchalter.com
Nathan A Schultz	nschultzesq@gmail.com
Howard Steinberg	steinbergh@gtlaw.com, pearsallt@gtlaw.com; howard-steinberg-6096@ecf.pacerpro.com
United States Trustee (LA)	ustpreion16.la.ecf@usdoj.gov
Mark J Valencia	mvalencia@vclitigation.com
Sharon Z. Weiss	sharon.weiss@bcplaw.com, raul.morales@bcplaw.com, REC_KM_ECF_SMO@bcplaw.com
Roye Zur	rzur@elkinskalt.com, cavila@elkinskalt.com; lwageman@elkinskalt.com; 1648609420@filings.docketbird.com

## **Exhibit B**

Description	CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip
TOP 30	Abbott Laboratories Inc	Nathan Scott	100 Abbot Park Road			Abbot Park	IL	60064
TOP 30	Advantis Medical Staffing	Elayne Goldmane	13155 Noel Road Suite 300			Dallas	TX	75240
Counsel for Advantis Medical Staffing	Akerman LLP	Evelina Gentry and Anthony D. Sbardellati	601 West Fifth Street, Suite 300			Los Angeles	CA	90071
TOP 30	Alhambra Hospital Medical Center	Terry Chu	4619 N. Rosemead Blvd.			Rosemead	CA	91770
Attorneys for California Statewide Communities Development Authority	Allen Matkins Leck Gamble Mallory & Natsis LLP	Debra A. Riley, Esq.	One America Plaza	600 West Broadway, 27th Floor		San Diego	CA	92101-0903
TOP 30	Allied Universal Security Services	Moises Rodriguez	161 Washington St Suite 600			Conshohocken	PA	19428
Lienholders	Amerisourcebergen Drug Corporation		Po Box 959			Valley Forge	PA	19482
TOP 30	Arthrex, Inc	Carla Pitcher	2825 Airview Boulevard			Kalmazoo	MI	49002
Attorney General of California	Attorney General of California	Attn Bankruptcy Department	California Department of Justice	1300 "I" Street		Sacramento	CA	95814
Office of the Attorney General of the United States	Attorney General of the United States	U.S. Department of Justice	950 Pennsylvania Avenue, NW			Washington	DC	20530-0001
TOP 30	Axis Spine Llc	DD Mate	1812 W Burbank Blvd #5384			Burbank	CA	91506
Lenders	Bank of America	GABRIELA SANCHEZ	C/O Bank of America	330 N BRAND BLVD		GLENDALE	CA	91203
Lenders	Bank of the West			75 SANSOME STREET, 19TH FLOOR		SAN FRANCISCO	CA	94111
Lienholders	BANK OF THE WEST		475 SANSOME STREET, 19TH FLOOR			SAN FRANCISCO	CA	94111
Lenders	Bank of the West	Attn: Edgar Morales	Vice President/Principal Business Banking Relationship Manager	10230 S Paramount Blvd.		Downey	CA	90241
TOP 30	Baxter Healthcare Corp	Yolieth Bazan Matamoros	17511 Armstrong Ave			Irvine	CA	92614
TOP 30	Boston Scientific Corp	Kathleen Homsab	300 Boston Scientific Way			Marlborough	MA	01752-1234
Counsel for Sodexo	Brown McGarry Nimeroff LLC	Jami B. Nimeroff	Two Penn Center, Suite 610	1500 John F. Kennedy Boulevard		Philadelphia	PA	19102
Counsel to Proposed DIP Lender	Bryan Cave Leighton Paisner LLP	Eric S. Prezant	161 North Clark Street, Suite 4300			Chicago	IL	60612
Counsel to Proposed DIP Lender	Bryan Cave Leighton Paisner LLP	Vanessa Sunshine and Sharon Weiss	120 Broadway, Suite 300			Santa Monica	CA	90401-2386
TOP 30	California Department Of Health Care Services	Tomas J. Aragon	1501 Capitol Avenue, Suite 4510			Sacramento	CA	95814
California Department of Health Care Services	California Department of Health Care Services	Jennifer Kent, Director	1501 Capitol Avenue, Suite 4510			Sacramento	CA	95814
California Department of Public Health	California Department of Public Health	Stephanie Spich	PO Box 997377 MS 0500			Sacramento	CA	95899-7377
California Secretary of State	California Secretary of State		1500 11th Street			Sacramento	CA	95814
California State Board of Pharmacy	California State Board of Pharmacy		1625 North Market Boulevard			Sacramento	CA	95834
California Statewide Communities Development Authority	California Statewide Communities Development Authority	Chair	1100 K Street, Suite 101			Sacramento	CA	95814
Center for Medicare and Medicaid Services	Center for Medicare and Medicaid Services	Steven Chickering, the Associate Regional Administrator	90 – 7th Street, Suite 5-300			San Francisco	CA	94103-6706
TOP 30	Cepheid Inc.	Susan Jose	904 E Caribbean Dr			Sunnyvale	CA	94089
TOP 30	Cloudwave	Loraine Sarno	100 Crowley Dr.			Marlborough	MA	01752
TOP 30	Constellation New Energy-Gas	Zachary Keczykecy	9400 Bunsen Parkway Suite 100			Louisville	KY	40220
Department of Health Care Services	Department of Health Care Services	Tanya Homman, Chief of Provider Enrollment Division	MS 4704, P.O. Box 997412			Sacramento	CA	95899-7412
Employment Development Dept.	Employment Development Dept.		722 Capitol Mall, MIC 92E			Sacramento	CA	95814
TOP 30	First Financial Holdings Llc	Ricardo Oseguera	750 The City Drive South, Suite 300			Orange	CA	92868

Description	CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip
Counsel to Indenture Trustee	Greenberg Traurig, LLP	Colleen Murphy, Kevin Walsh	One International Place, Suite 2000			Boston	MA	02110
Lenders	Hanmi Bank	Attn: Vanessa Padilla	Specialty Lending Department	Northridge Branch	10180 Reseda Blvd.	Northridge	CA	91324
Hanmi Bank	Hanmi Bank	Specialty Lending	2010 Main St. Suite 590			Irvine	CA	92614
Hanmi Bank	Hanmi Bank	Specialty Lending	1920 Main St. Suite 1140	Attn Ben Sottile		Irvine	CA	92614
Hanmi Bank	Hanmi Bank		10180 Reseda Blvd			Northridge	CA	91324
Proposed DIP Lender	Hilco Real Estate	Attn Gary C. Epstein, Ryan Lawlor, Neil Aaronson and Robert Lubin	5 Revere Drive, Suite 206			Northbrook	IL	60062
TOP 30	Huntington Technology Finance	Brent McQueen	2285 Franklin Road			Bloomfield Hills	MI	48302
Lienholders	HUNTINGTON TECHNOLOGY FINANCE, INC.		2285 FRANKLIN ROAD, SUITE 100			BLOOMFIELD HILLS	MI	48302
IRS	Internal Revenue Service	Attn Susanne Larson	31 Hopkins Plz Rm 1150			Baltimore	MD	21201
IRS	Internal Revenue Service	Centralized Insolvency Operation	P.O. Box 7346			Philadelphia	PA	19101-7346
IRS	Internal Revenue Service	Centralized Insolvency Operation	2970 Market St			Philadelphia	PA	19104
IRS	Internal Revenue Service		300 North Los Angeles Street			Los Angeles	CA	90012
IRS	Internal Revenue Service		600 Arch Street			Philadelphia	PA	19101
TOP 30	Keenan and Associates	Raquel Wallace	2355 Crenshaw Blvd., Suite 200			Torrance	CA	90501
Counsel for Hanmi Bank	Law Office of Nathan A. Schultz, P.C.	Nathan A. Schultz, Esq.	10621 Craig Road			Traverse City	MI	49686
TOP 30	Medical Information Technology, Inc	Goretti Medeiros	7 Blue Hill River Road			Canton	MA	02021
TOP 30	Medical Solutions LLC	Ruben Ramirez	1010 N 102Nd St Suite 300			Omaha	NE	68114
TOP 30	Medline Industries Inc	Brent Fogel	Three Lakes Drive			Northfield	IL	60093
TOP 30	Medstar Anesthesia Services Inc	Robert Resnick	9251 Wedgewood St			Temple City	CA	91780
National Association of Attorneys General	National Association of Attorneys General		1850 M Street NW, 12th Floor			Washington	DC	20036
TOP 30	Nixon Peabody Lip	Jennifer O'Neal	1300 Clinton Square			Rochester	NY	14604
TOP 30	Noridian Healthcare Solutions, LLC	Theresa Pachel	900 42nd Street S			Fargo	ND	58103
TOP 30	Office of Inspector General (OIG)	Nicole Caucci	405 South Main Street Suite 350			Salt Lake City	UT	84111
Office of the Attorney General of California	Office of the Attorney General of California	Consumer Law Section	Attn Bankruptcy Notices	455 Golden Gate Ave., Suite 11000		San Francisco	CA	94102
Deputy General Counsel to California Department of Health Care Services	Office of the California Attorney General	Department of Justice	Kenneth K. Wang	300 South Spring Street, Suite 1702		Los Angeles	CA	90013
Office of the CA Attorney General	Office of the California Attorney General	Department of Justice	Jennifer Kim	300 South Spring Street, Floor 9		Los Angeles	CA	90013
Counsel to Hanmi Bank	Orrick, Herrington & Sutcliffe LLP	Brendan LaFountain	400 Capitol Hall			Sacramento	CA	95814-4497
TOP 30	Outset Medical Inc	Andy Rabon	3052 Orchard Drive			San Jose	CA	95134
TOP 30	Philips Healthcare	Jose Rivera	222 Jacobs Street			Cambridge	MA	02141
TOP 30	Private Attorney General Act (PAGA)	Jarrold Salinas	1411 North Batavia Street #105			Orange	CA	92867
Counsel for California Statewide Communities Development Corporation dba CSDA	Richards, Watson & Gershon	Stephen D. Lee	350 South Grand Avenue, 37th Floor			Los Angeles	CA	90071
TOP 30	Shiftwise	Jennifer Folds	200 SW Market Street Suite 700			Portland	OR	97201
Counsel to Hanmi Bank	Shulman Hodges & Bastian LLP	Michael J. Petersen	100 Spectrum Center Drive, Suite 600			Irvine	CA	92614
TOP 30	Sodexo Inc & Affiliates	Luis Lunalluna	9801 Washingtonian Boulevard			Gaithersburg	MD	20878
State of California Employment Development Department	State of California Employment Development Department	Bankruptcy Group MIC 92E	P. O. Box 826880			Sacramento	CA	94280-0001
TOP 30	Stryker Endoscopy	Joe Gallinatti	5900 Optical Ct			San Jose	CA	95138

Exhibit B  
Parties Served via  
First Class Mail

Description	CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip
TOP 30	Stryker Instruments	Donovan Reiley	4100 E. Milham Road			Kalamazoo	MI	49001
TOP 30	Stryker Orthopedics	Trent Zaks	325 Corporate Drive			Mahwah	NJ	07430
Lienholders	TCF NATIONAL BANK		11100 WAYZATA BOULEVARD, SUITE 800			MINNETONKA	MN	55305
Lienholders	U.S. BANK NATIONAL ASSOCIATION, AS MASTER TRUSTEE		633 W. FIFTH STREET, 24TH FLOOR			LOS ANGELES	CA	90071
U.S. Department of Health & Human Services	U.S. Department of Health & Human Services	Alex M. Azar II, Secretary	200 Independence Avenue, S.W.			Washington	DC	20201
U.S. Department of Health and Human Services	U.S. Department of Health and Human Services	Angela M. Belgrove, Assistant Regional Counsel	Office of the General Counsel, Region IX	90 7th Street, Suite 4- 500		San Francisco	CA	94103-6705
United States Attorney Civil Process Clerk	United States Attorney's Office		Federal Building	Room 7516	300 North Los Angeles Street	Los Angeles	CA	90012
United States Attorney's Office	United States Attorneys Office	Central District of California	312 North Spring Street	Suite 1200		Los Angeles	CA	90012
United States Attorney's Office	United States Attorneys Office	Northern District of California	150 Almaden Boulevard	Suite 900		San Jose	CA	95113
United States Attorney General	United States Department of Justice	Ben Franklin Station	P. O. Box 683			Washington	DC	20044
Office of the United States Trustee	United States Trustee	Peter C. Anderson	Office of the UST/DOJ	915 Wilshire Blvd., Suite 1850		Los Angeles	CA	90017
Indenture Trustee	US Bank NA	Christopher H. Gehman Vice President, Global Corporate Trust Services	James Center Three	1051 East Cary Street, 6th Floor		Richmond	VA	23219
Indenture Trustee	US Bank NA		Po Box 70870			St Paul	MN	55170-9690
Chambers	USBC Central District of California		Edward R. Roybal Federal Building and U.S. Courthouse	255 East Temple Street, Suite 1560		Los Angeles	CA	90012
Lenders	Western Alliance	SARAH CLEMENS	C/O Western Alliance Bank	5901 W CENTURY BLVD		LOS ANGELES	CA	90045
Lienholders	WINTHROP RESOURCES CORPORATION		11100 WAYZATA BOULEVARD, SUITE 800			MINNETONKA	MN	55305

## **Exhibit C**

Description	CreditorName	Email
TOP 30	Abbott Laboratories Inc	nathan.scott@abbott.com
TOP 30	Advantis Medical Staffing	goldman@advantismed.com
Counsel for Advantis Medical Staffing	Akerman LLP	evelina.gentry@akerman.com
TOP 30	Alhambra Hospital Medical Center	terrychu@alhambrahospital.com
Attorneys for California Statewide Communities Development Authority	Allen Matkins Leck Gamble Mallory & Natsis LLP	driley@allenmatkins.com
TOP 30	Allied Universal Security Services	moises.rodriguez@aus.com
Lienholders	Amerisourcebergen Drug Corporation	mbranzburg@klehr.com
TOP 30	Arthrex, Inc	Carla.Pitcher@arthrex.com
TOP 30	Axis Spine Llc	dmate@axispineco.com
Lienholders	BANK OF THE WEST	edgar.morales@bankofthewest.com
Lenders	Bank of the West	edgar.morales@bankofthewest.com
TOP 30	Baxter Healthcare Corp	yolieth_bazan@baxter.com
TOP 30	Boston Scientific Corp	Kathleen.homsab@bsci.com
Counsel for Sodexo	Brown McGarry Nimeroff LLC	jnimeroff@bmnlawyers.com
Counsel to Proposed DIP Lender	Bryan Cave Leighton Paisner LLP	eric.prezant@bclplaw.com
Counsel to Proposed DIP Lender	Bryan Cave Leighton Paisner LLP	vanessa.sunshine@bclplaw.com; sharon.weiss@bclplaw.com
California Department of Public Health	California Department of Public Health	stephanie.spich@cdph.ca.gov
TOP 30	Cepheid Inc.	susan.jose@cepheid.com
TOP 30	Cloudwave	lsarno@insightinvestments.com
TOP 30	Constellation New Energy-Gas	ZacharyKecyzkecy@spectrum-nrg.com
TOP 30	First Financial Holdings Llc	rosequera@ffequipmentleasing.com
Counsel to Indenture Trustee	Greenberg Traurig, LLP	Colleen.Murphy@gtlaw.com; Kevin.Walsh@gtlaw.com
Lenders	Hanmi Bank	vanessa.padilla@hanmi.com
Proposed DIP Lender	Hilco Real Estate	gepstein@hilcoglobal.com; rlawlor@hilcoglobal.com; NAaronson@hilcoglobal.com; RLubin@hilcoglobal.com
TOP 30	Huntington Technology Finance	brent.a.mcqueen@huntington.com
Lienholders	HUNTINGTON TECHNOLOGY FINANCE, INC.	brent.a.mcqueen@huntington.com
TOP 30	Keenan and Associates	rwallace@keenana.com
Counsel for Hanmi Bank	Law Office of Nathan A. Schultz, P.C.	nschultzesq@gmail.com
TOP 30	Medical Information Technology, Inc	gmedeiros@meditech.com
TOP 30	Medical Solutions LLC	info@medicalsolutions.com
TOP 30	Medline Industries Inc	bfogel@medline.com
TOP 30	Medstar Anesthesia Services Inc	robert.amedinc@gmail.com
National Association of Attorneys General	National Association of Attorneys General	support@naag.org
TOP 30	Nixon Peabody Llp	joneal@nixonpeabody.com
TOP 30	Noridian Healthcare Solutions, LLC	JE-ERS@noridian.com
Office of the Attorney General of California	Office of the Attorney General of California	Scott.Chan@doj.ca.gov
Deputy General Counsel to California Department of Health Care Services	Office of the California Attorney General	Kenneth.Wang@doj.ca.gov
TOP 30	Outset Medical Inc	arabon@outmedical.com
TOP 30	Philips Healthcare	jose.rivera@philips.com
TOP 30	Private Attorney General Act (PAGA)	jarrod@phoenixclassaction.com

Description	CreditorName	Email
Counsel for California Statewide Communities Development Corporation dba CSDA	Richards, Watson & Gershon	slee@rwglaw.com
TOP 30	Shiftwise	jennifer.folds@medefis.com
TOP 30	Sodexo Inc & Affiliates	LuisLunalluna@beverly.org