## IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE

In re:

ATLS Acquisition, LLC, et al.,

Debtors.

Chapter 11

Case No. 13-10262 (PJW)

(Jointly Administered)

Ref. Docket Nos. 1602-1604, 1607, 1609-1610

## AFFIDAVIT OF SERVICE

STATE OF NEW YORK ) ) ss.: COUNTY OF NEW YORK )

CAROL ZHANG, being duly sworn, deposes and says:

- 1. I am employed as a Noticing Coordinator by Epiq Bankruptcy Solutions, LLC, located at 757 Third Avenue, New York, New York 10017. I am over the age of eighteen years and am not a party to the above-captioned action.
- 2. On October 1, 2014, I caused to be served:
  - a. a modified version of the "Debtors' Motion for Entry of Orders: (A)(I) Approving Bid Procedures Relating to Sale of the Debtors' Assets; (II) Approving Bid Protections; (III) Scheduling a Hearing to Consider the Sale; (IV) Approving the Form and Manner of Notice of Sale By Auction; (V) Establishing Procedures for Noticing and Determining Cure Amounts; and (VI) Granting Related Relief; and (B)(I) Approving Asset Purchase Agreement and Authorizing the Sale of Certain Assets of Debtors Outside the Ordinary Course of Business; (II) Authorizing the Sale of Assets Free and Clear of All Liens, Claims, Encumbrances and Interests; (III) Authorizing the Assumption, Sale and Assignment of Certain Executory Contracts and Unexpired Leases; and (IV) Granting Related Relief," dated September 30, 2014, *related to Docket No. 1602*, annexed hereto as <u>Exhibit A</u>, (the "Sale Motion"),

- b. the "Motion to File Under Seal Schedule 4.11(a) to Stalking Horse Purchase Agreement In Connection With Debtors' Motion for Entry of Orders: (A)(I) Approving Bid Procedures Relating to Sale of the Debtors' Assets; (II) Approving Bid Protections; (III) Scheduling a Hearing to Consider the Sale; (IV) Approving the Form and Manner of Notice of Sale By Auction; (V) Establishing Procedures for Noticing and Determining Cure Amounts; and (VI) Granting Related Relief; and (B)(I) Approving Asset Purchase Agreement and Authorizing the Sale of Certain Assets of Debtors Outside the Ordinary Course of Business;(II) Authorizing the Sale of Assets Free and Clear of All Liens, Claims, Encumbrances and Interests; (III) Authorizing the Assumption, Sale and Assignment of Certain Executory Contracts and Unexpired Leases; and (IV) Granting Related Relief," dated October 1, 2014 [Docket No. 1603], (the "Seal Motion"),
- c. the "Motion to Shorten Time for Notice and Response to (a) Debtors' Motion for Entry of Orders: (A)(I) Approving Bid Procedures Relating to Sale of the Debtors' Assets; (II) Approving Bid Protections; (III) Scheduling a Hearing to Consider the Sale; (IV) Approving the Form and Manner of Notice of Sale By Auction; (V) Establishing Procedures for Noticing and Determining Cure Amounts; and (VI) Granting Related Relief; and (B)(I) Approving Asset Purchase Agreement and Authorizing the Sale of Certain Assets of Debtors Outside the Ordinary Course of Business;(II) Authorizing the Sale of Assets Free and Clear of All Liens, Claims, Encumbrances and Interests; (III) Authorizing the Assumption, Sale and Assignment of Certain Executory Contracts and Unexpired Leases; and (IV) Granting Related Relief; and (b) Debtors' Motion to File Schedule 4.11(a) to Stalking Horse Purchase Agreement Under Seal," dated October 1, 2014 [Docket No. 1604], (the "Shortening Motion"),
- d. the "Order Shortening Time for Notice and Response to (a) Debtors' Motion for Entry of Orders: (a)(I) Approving Bid Procedures Relating to Sale of the Debtors' Assets; (II) Approving Bid Protections; (III) Scheduling a Hearing to Consider the Sale; (IV) Approving the Form and Manner of Notice of Sale By Auction; (V) Establishing Procedures for Noticing and Determining Cure Amounts; and (VI) Granting Related Relief; and (B)(I) Approving Asset Purchase Agreement and Authorizing the Sale of Certain Assets of Debtors Outside the Ordinary Course of Business;(II) Authorizing the Sale of Assets Free and Clear of All Liens, Claims, Encumbrances and Interests; (III) Authorizing the Assumption, Sale and Assignment of Certain Executory Contracts and Unexpired Leases; and (IV) Granting Related Relief; and (b) Debtors' Motion to File Schedule 4.11(a) to Stalking Horse Purchase Agreement Under Seal," dated October 1, 2014 [Docket No. 1607], (the "Shortening Order"),
- e. the "Notice of Motion," dated October 1, 2014 [Docket No. 1609], related to the Sale Motion, (the "Sale NOM"), and
- f. the "Notice of Motion," dated October 1, 2014 [Docket No. 1610], related to the Seal Motion, (the "Seal NOM"),

by causing true and correct copies of:

- i. the Sale Motion, Seal Motion, Shortening Motion, Shortening Order, Sale NOM and Seal NOM, to be enclosed securely in separate postage pre-paid envelopes and delivered via first class mail to those parties listed on the annexed Exhibit B, and
- ii. the Sale Motion, to be enclosed securely in separate postage pre-paid envelopes and delivered via first class mail to those parties listed on the annexed <u>Exhibit C</u>, as well as to 52 parties, whose names and addresses are confidential, and therefore not reflected.
- 3. All envelopes utilized in the service of the foregoing contained the following legend: "LEGAL DOCUMENTS ENCLOSED. PLEASE DIRECT TO ATTENTION OF ADDRESSEE, PRESIDENT OR LEGAL DEPARTMENT."

Sworn to before me this 3<sup>rd</sup> day of October, 2014 ublic ELLI KREMPA Notary Public, State of New York No. 01KR6175879 Qualified in Suffolk County Commission Expires October 22, 2015

## EXHIBIT A

## IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE

In re:

ATLS Acquisition, LLC, et al.,<sup>1</sup>

Debtors.

Chapter 11

Case No. 13-10262-PJW

(Jointly Administered)

Requested Objection Deadline: 10/6/2014 at 4:00 p.m. Requested Hearing Date: 10/8/2014 at 9:30 a.m.

## DEBTORS' MOTION FOR ENTRY OF ORDERS: (A)(I) APPROVING BID PROCEDURES RELATING TO SALE OF THE DEBTORS' ASSETS; (II) APPROVING BID PROTECTIONS; (III) SCHEDULING A HEARING TO CONSIDER THE SALE; (IV) APPROVING THE FORM AND MANNER OF NOTICE OF SALE BY AUCTION; (V) ESTABLISHING PROCEDURES FOR NOTICING AND DETERMINING CURE AMOUNTS; AND (VI) GRANTING RELATED RELIEF; AND (B)(I) APPROVING ASSET PURCHASE AGREEMENT AND AUTHORIZING THE SALE OF CERTAIN ASSETS OF DEBTORS OUTSIDE THE ORDINARY COURSE OF BUSINESS; (II) AUTHORIZING THE SALE OF ASSETS FREE AND CLEAR OF ALL LIENS, CLAIMS, ENCUMBRANCES AND INTERESTS; (III) AUTHORIZING THE ASSUMPTION, SALE AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES; AND (IV) GRANTING RELATED RELIEF<sup>2</sup>

The above-captioned debtors and debtors-in-possession (collectively, the "**Debtors**") hereby move the Court (the "**Motion**"), pursuant to sections 105(a), 363, 365, 503 and 507 of title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq.* (the "**Bankruptcy Code**"), and Rules 1015, 2002, 6004, 6006, 9007, 9008 and 9014 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**"), and Rule 6004-1 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the

<sup>&</sup>lt;sup>1</sup> The Debtors, along with the last four digits of each Debtor's tax identification number, are: ATLS Acquisition, LLC (9167); FGST Investments, Inc. (2110); Polymedica Corporation (3368); National Diabetic Medical Supply, LLC (0748); Liberty Lane Development Company, Inc. (1974); Liberty Healthcare Group, Inc. (6555); Liberty Medical Supply, Inc. (3983); Liberty Healthcare Pharmacy of Nevada (9809); Liberty Lane Condominium Association, Inc. (7018); and Liberty Marketplace, Inc. (8500). The Debtors' business address is 8881 Liberty Lane, Port St. Lucie, FL 34952.

<sup>&</sup>lt;sup>2</sup> This does not include the sale of the Debtors' mail order supply pharmacy business (the "LMSP Pharmacy") as the Debtors filed the *Debtors' Motion to Establish Procedures for Sale of Mail Order Supply Pharmacy Business* [Docket No. 1566] on September 17, 2014, which seeks to establish procedures for the sale of the LMSP Pharmacy.

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"Local Rules"), for entry of two orders: (a) one, in the form annexed to this Motion as Exhibit A (the "Bid Procedures Order"), (i) approving the procedures (the "Bid Procedures") in the form annexed to the Bid Procedures Order as Exhibit 1, (ii) approving the bid protections as set forth in the Asset Purchase Agreement, dated as of September 30, 2014 (the "Stalking Horse Purchase Agreement") by and between ATLS Acquisition, LLC, the other sellers party thereto and Liberty Medical Operations, Inc., a Delaware corporation (collectively with any nominee or designee thereof, the "Stalking Horse Purchaser") annexed to the Sale Order as Exhibit 1, with respect to the proposed sale (the "Sale") of substantially all of the assets of the Debtors, (iii) scheduling a hearing (the "Sale Hearing") on the Sale and setting objection and bidding deadlines with respect to the Sale, (iv) approving the form and manner of notice of an auction for the Assets (as defined herein) (the "Auction"), (v) establishing procedures to determine cure amounts and deadlines for objections for certain contracts and leases to be assumed and assigned by the Debtors (the "Assumed Contracts"); and (vi) granting related relief; and (b) a second order, in the form annexed to this Motion as **Exhibit B** (the "Sale Order"), (i) authorizing and approving the Stalking Horse Purchase Agreement; (ii) authorizing the sale free and clear of Liens, Claims, Encumbrances, and Interests, pursuant to the Stalking Horse Purchase Agreement;<sup>3</sup> (iii) authorizing the assumption and assignment of the Assumed Contracts, and (iv) granting related relief. In support of this Motion, the Debtors respectfully state as follows:

#### **Status of the Case**

1. On February 15, 2013, (the "**Petition Date**"), the Debtors each filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code with the Court (collectively, the "**Chapter 11 Cases**"). The Debtors are operating their businesses and managing their properties

<sup>&</sup>lt;sup>3</sup> Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Stalking Horse Purchase Agreement.

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as debtors-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

2. On February 20, 2013, the Court entered an order directing the joint administration of the Chapter 11 Cases under the case of ATLS Acquisition, LLC, Case No. 13-10262 [Docket No. 40].

3. On February 28, 2013, the Office of the United States Trustee appointed an Official Committee of Unsecured Creditors (the "**Committee**") in these Chapter 11 Cases. No trustee or examiner has been appointed in these Chapter 11 Cases.

#### Jurisdiction, Venue, and Statutory Predicates

4. The Bankruptcy Court has jurisdiction over this Motion and the transactions contemplated herein pursuant to 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2). Venue is proper under 28 U.S.C. §§ 1408 and 1409.

5. The statutory predicates for the relief requested herein are sections 105(a), 363, 365, 503 and 507 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, 6006, 9007, 9008 and 9014 and Rule 6004-1 of the Local Rules.

#### **Background**

## **General Background**

6. Liberty has been in business for 22 years serving the needs of both type 1 and type 2 diabetic patients. In addition to diabetes testing supplies, the Debtors also sell insulin pumps and insulin pump supplies, ostomy, catheter and CPAP supplies, and operate a large mail order pharmacy.

7. In late 2012, a senior management team at Liberty (the "Liberty Management Team"), acquired the Liberty Business in a management buy-out transaction (the "MBO Transaction").

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8. Almost immediately after the closing of the MBO Transaction, the Debtors faced significant economic pressure from an on-going disputed post-pay audit related to audit years 2008, 2009 and 2010 and from the effects of proceeding with the Civil Litigation (as defined herein). In addition, several damaging events occurred, including (a) the refusal of Medco to perform certain material contractual obligations pursuant to the terms of the MBO Transaction documents, (b) the insistence of the Centers for Medicare and Medicaid Services ("CMS") to recoup substantial monthly amounts in connection with the disputed post-pay audits from 2008, 2009 and 2010, and (c) the attempt by Alere, Inc. and Arriva Medical, LLC to exercise a contractual option to acquire substantial assets of the Debtors and a resulting dispute over the identification over the optioned assets. As a result, the Debtors filed these Chapter 11 Cases in order to have breathing room to implement their business plan and to address certain claims.

9. A detailed factual background of the Debtors' business and organization, as well as the events precipitating the commencement of these cases, is more fully set forth in the *Corrected Declaration of Frank A. Harvey in Support of the Debtors' Chapter 11 Petitions and Requests for First Day Relief* (the "**First Day Declaration**") [Docket No. 22], which was filed as of the Petition Date. Additional factual information relating to the Debtors' business, as well as events which have occurred during the pendency of these Chapter 11 Cases, is more fully set forth in the *Motion of Debtors for an Order Extending the Exclusive Periods During Which Debtors May File and Solicit Acceptances of a Plan of Reorganization* [Docket No. 411], the *Motion of Debtors for an Order Further Extending the Exclusive Periods During Which Debtors May File and Solicit Acceptances of a Plan of Reorganization* [Docket No. 509], the *Motion of Debtors for an Order Further Extending the Exclusive Periods During Which Debtors May File and Solicit Acceptances of a Plan of Reorganization* [Docket No. 509], the *Motion of Debtors for an Order Further Extending the Exclusive Periods During Which Debtors May File and Solicit Acceptances of a Plan of Reorganization* [Docket No. 509], the *Motion of Debtors for an Order Further Extending the Exclusive Periods During Which Debtors May File and Solicit Acceptances of a Plan of Reorganization* [Docket No. 509], the *Motion of Debtors for an Order Further Extending the Exclusive Periods During Which Debtors May File and Solicit Acceptances of a Plan of Reorganization* [Docket No. 509], the *Motion of Debtors for an Order Further Extending the Exclusive Periods During Which Debtors May File and Solicit Acceptances of a Plan of Reorganization* [Docket No. 710], the *Motion of Debtors for* 

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an Order Further Extending the Exclusive Periods During Which Debtors May File and Solicit Acceptances of a Plan of Reorganization [Docket No. 1017], and the Motion of Debtors for an Order Further Extending the Exclusive Periods During Which Debtors May File and Solicit Acceptances of a Plan of Reorganization [Docket No. 1256] (collectively, the "Exclusivity Extension Motions").

#### **Bid Procedures**

10. As set forth in more detail in the Exclusivity Extension Motions, the Debtors have been evaluating and pursing strategic alternatives, including exploring potential restructuring transactions and sale opportunities, since shortly after the Petition Date.

11. To facilitate that process, on March 6, 2014, the Debtors retained Raymond James & Associates, Inc. ("**Raymond James**") to assist them with evaluating and pursing strategic alternatives. Raymond James initiated a process to identify potential purchasers for the assets of the Debtors (the "**Acquired Assets**") or strategic partners to provide an investment in the Debtors by contacting over two hundred (200) parties to assess those parties interest in investigating, evaluating and potentially executing a financing or business combination transaction.

12. Since initiating that process, substantial interest has been expressed by strategic and financial buyers in acquiring some or all of the Acquired Assets. The Debtors received indications of interest from eleven (11) parties interested in pursuing various forms of capital transactions with the Debtors. The Debtors requested that those interested parties submit revised letters of intent representing their best offer for some or all of the Acquired Assets. As a result of that process, the Debtors identified the offer submitted by the Stalking Horse Purchaser as the most attractive offer and proceeded to negotiate a Stalking Horse Purchase Agreement with the

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Stalking Horse Purchaser. As part of the discussions with the Stalking Horse Purchaser, the Debtors' management team is currently negotiating potential employment contracts with the Stalking Horse Purchaser.

13. The Debtors have engaged in extensive negotiations with the Stalking Horse Purchaser with respect to the transaction described in the Stalking Horse Purchase Agreement whereby the Stalking Horse Purchaser would acquire substantially all of the Debtors' assets subject to higher or otherwise better bids.

14. In order to assure that the highest or otherwise best bid is achieved, Raymond James intends to continue marketing the Debtors' business to other potential purchasers (subject to the limited exclusivity provided in the Stalking Horse Purchase Agreement) prior to the Debtors' proceeding with an auction and sale process.

#### The Proposed Sale

15. The Debtors believe that it is in the best interests of their estates to enter into the Stalking Horse Purchase Agreement. The following sub-paragraphs summarize key provisions of the Stalking Horse Purchase Agreement, including those provisions subject to Local Rule 6004-1, but are qualified in their entirety by reference to the actual Stalking Horse Purchase Agreement:<sup>4</sup>

- a. <u>Purchase Price</u>. The purchase price for the Acquired Assets (the "**Purchase Price**") shall consist of (i) the payment of cash and (ii) the assumption by Buyer of the Assumed Liabilities. The cash portion of the Purchase Price (the "**Cash Purchase Price**"), payable in full at the Closing in U.S. Dollars, shall be \$13,000,000. The parties acknowledge that the value of the Assumed Liabilities is at least \$33,500,000, resulting in a value of the Purchase Price of \$46,500,000 or more.
- b. <u>Acquired Assets</u>. Substantially all of Debtors' right, title and interest in,

<sup>&</sup>lt;sup>4</sup> If there are any inconsistencies between the following summary and the provisions of the Stalking Horse Purchase Agreement, the provisions of the Stalking Horse Purchase Agreement shall control.

to and under all of Debtors' tangible and intangible assets, properties, rights and claims as of the Closing Date, of whatever kind or nature and wherever situated or located, which relate to the Business or are used or held for use in, or were acquired in connection with, the operation of the Business other than the Excluded Assets, free and clear of all Liens, Claims, Encumbrances, and Interests (other than Permitted Liens). All of such assets, properties and rights (other than the Excluded Assets) are Acquired Assets.

- c. <u>Assumed Liabilities</u>. Buyer shall assume and agree to discharge and perform when due, the Liabilities of Sellers enumerated in Section 2.3 of the Stalking Horse Purchase Agreement at that time and on the terms provided in the Stalking Horse Purchase Agreement.
- Excluded Assets. Notwithstanding anything to the contrary in the Stalking d. Horse Purchase Agreement, nothing therein shall be deemed an agreement to sell, transfer, assign or convey any of the Excluded Assets to Buyer, and Sellers shall retain all right, title and interest to, in and under, and all obligations with respect to the Excluded Assets. The Excluded Assets include, the corporate minute books, Tax records, other Business Records pertaining to the Excluded Assets and/or ownership, organization, qualification to do business or existence of Sellers; Cash and non-Cash consideration payable or deliverable to Sellers under the Stalking Horse Purchase Agreement and Seller's rights under the Stalking Horse Purchase Agreement and Ancillary Agreements; Permits to the extent they are not transferable or assignable; shares of capital stock or other equity interests of any Seller; rights under or arising out of insurance policies relating to the Excluded Assets, business interruption insurance and proceeds thereof, director and officer insurance policies of the Sellers, Contracts that are not Assumed Contracts, bank accounts (except any lockbox accounts to the extent provided in Section 2.1(u)), Avoidance Actions, refunds, rebates, abatements, credits and similar items relating to any Pre-Closing Taxes or any Income Taxes, all Claims (and any recoveries) made by the Sellers and any other Claims the Sellers may have against Medco or its Affiliates prior to December 3, 2012, Patient Lists and Accounts Receivable relating to the LMSP Pharmacy Business, the Professional Fee Escrow Account; Employee Benefit Plans other than those listed on Schedule 2.1(s) and any Claim, right or interest in the CatRX Receivable.
- e. <u>Excluded Liabilities</u>. Notwithstanding any other provision of the Stalking Horse Purchase Agreement, Buyer shall not assume or be deemed to have assumed, and disclaims any responsibility or Liability for, any Claims against or Liabilities of any other Person other than those Liabilities specifically assumed by Buyer pursuant to Section 2.4 of the Stalking Horse Purchase Agreement.

- f. <u>Business Records</u>. Business Records are an Acquired Asset. Pursuant to the Stalking Horse Purchase Agreement, the Buyer agrees to provide access to such records to the Debtors.
- g. <u>Due Diligence or Financing Condition</u>. There are no due diligence or financing conditions.
- h. <u>Closing and Other Deadlines</u>. The Closing must occur by December 15, 2014. In addition, the Stalking Horse Purchaser may terminate the Stalking Horse Purchase Agreement if (i) no Bid Procedures Order has been entered by the Bankruptcy Court by October 9, 2014; (ii) the Bid Procedures Order entered by the Bankruptcy Court sets a deadline for submission of bids for later than November 7, 2014; (iii) the Auction has not been held by November 11, 2014; or (iv) the Sale Order has not been entered by November 14, 2014.
- i. <u>Termination</u>. The rights of the Debtors and Stalking Horse Purchaser to terminate the Stalking Horse Purchase Agreement are set forth in Article 11 of the Stalking Horse Purchase Agreement.
- j. <u>No Stay</u>. Relief from the fourteen day stay of Bankruptcy Rules 6004(h) and 6006(d) is requested herein.

## **Relief Requested**

16. By this Motion, the Debtors seek the entry of two orders of this Court: (a) the Bid Procedures Order (i) approving the Bid Procedures, including the Breakup Fee and Reimbursement Amount (as defined below), with respect to the Sale of the Acquired Assets, (ii) scheduling the Sale Hearing and setting objection and bidding deadlines with respect to the Sale, (iii) approving the form and manner of notice of the Auction, (iv) establishing procedures to determine cure amounts and deadlines for objections to the Assumed Contracts, and (v) granting related relief; and (b) the Sale Order (i) authorizing and approving the form of Stalking Horse Purchase Agreement, (ii) authorizing the Sale free and clear of Liens, Claims, Encumbrances, and Interests, pursuant to the Stalking Horse Purchase Agreement or a Modified Purchase Agreement (as defined below), (iii) authorizing the assumption and assignment of the Assumed Contracts, and (iv) granting related relief.

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17. As described above, the Debtors, after efforts to maximize value, a review of various reorganization, liquidation and sale options, discussions with their professionals, and a thorough marketing effort that led to the selection of the Stalking Horse Purchaser, determined in the exercise of their reasonable business judgment that the most effective way to maximize the value of the Debtors' estates for the benefit of their constituents would be (i) to enter into the Stalking Horse Purchase Agreement subject to higher or otherwise better bids and (ii) to proceed with the Sale process. The Debtors believe that the proposed Sale will maximize the value of the Acquired Assets for all stakeholders. The Debtors have communicated extensively with the Committee throughout the sale process to date and believe that the Committee supports the relief requested in this Motion.

#### **Proposed Bid Procedures**

18. The Bid Procedures (as summarized below) were developed consistent with the objective of promoting active bidding to result in the highest or otherwise best offer for the Acquired Assets while affording appropriate protection for the Stalking Horse Purchaser. Moreover, the Bid Procedures reflect the Debtors' objective of conducting the Auction in a controlled, but fair and open, fashion that promotes interest in the Acquired Assets by financially-capable, motivated bidders who are likely to close a transaction.

19. The Debtors seek to conduct an open sales process pursuant to which the Successful Bidder (as defined below) will enter into an asset purchase agreement, substantially in the form of the Stalking Horse Purchase Agreement attached to the Sale Order with such modifications as are agreed to with the Successful Bidder, for the purchase of substantially all of the Debtors' assets, free and clear of Liens, Claims, Encumbrances, and Interests attaching to the sale proceeds.

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20. Annexed to the Bid Procedures Order as <u>Exhibit 1</u> are the proposed Bid Procedures. Pursuant to Local Rule 6004-1 the Bid Procedures provide: (i) the date, time and place at which the Auction will be conducted and the method for providing notice to parties of any changes thereto; (ii) that each bidder participating at the Auction will be required to confirm that it has not engaged in any collusion with respect to the bidding or the Sale; (iii) that the Auction will be conducted openly, and (iv) that bidding at the Auction may be transcribed at the Debtors' discretion. The Bid Procedures are typical for asset sales of this size and nature, require a deposit, and require that a bidder be a "Qualified Bidder" as defined in the Bid Procedures in order to attend or participate in the Auction.

21. The following paragraphs in this section summarize key provisions of the Bid

Procedures, but are qualified in their entirety by reference to the actual Bid Procedures.<sup>5</sup>

- a. <u>Participation Requirements</u>. Unless otherwise ordered by the Bankruptcy Court, in order to participate in the bidding process and obtain due diligence access, a potential bidder must first deliver (unless previously delivered) to the Debtors' financial advisor and counsel, no later than November 3, 2014 at 4:00 p.m. (prevailing Eastern Time) an executed confidentiality agreement and nondisclosure agreement in form and substance reasonably acceptable to the Debtors, provided, however, that any confidentiality or non-disclosure agreements entered into after the date of the filing of the Motion shall not be less restrictive than the confidentiality agreement entered into with the Stalking Horse Purchaser (each, a "**Confidentiality Agreement**");
- b. <u>Qualified Bid</u>. To be eligible to participate in the bidding process, each Qualified Bidder, other than the Stalking Horse Purchaser, must deliver to the Debtors and the Debtors' counsel and counsel for the Committee, a written, irrevocable offer to be received by the Bid Deadline (defined below) and compliant with each of the following conditions:
  - i. State that the Qualified Bidder is prepared to enter into a legally binding purchase and sale agreement for the acquisition of the

<sup>&</sup>lt;sup>5</sup> Capitalized terms not defined in the below sub-paragraphs shall have the meanings ascribed to them in the Bid Procedures attached to the Bid Procedures Order as <u>Exhibit 1</u>, or the Stalking Horse Purchase Agreement, as applicable.

Acquired Assets on terms and conditions no less favorable to the Debtors than the terms and conditions contained in the Stalking Horse Purchase Agreement (as determined by the Debtors in their business judgment after consultation with the Committee, and taking into account the Bid Protections);

- ii. Be accompanied by a clean and duly executed and binding asset purchase agreement (together with the exhibits and schedules thereto, a "**Modified Purchase Agreement**");
- iii. Be accompanied by a marked Modified Purchase Agreement reflecting any variations from the Stalking Horse Purchase Agreement (including the exhibits and schedules thereto);
- iv. Be accompanied by a list of any executory contracts or unexpired leases that are to be assumed and/or assigned under such Written Offer (to the extent such list is not included in the Modified Purchase Agreement);
- v. Contain evidence of financing, access to funds or such other financial and other information that will reasonably allow the Debtors to make a determination as to such Qualified Bidder's financial and other capabilities to consummate the transactions contemplated by the Modified Purchase Agreement, which evidence is satisfactory to the Debtors in their discretion after consultation with the Committee including, without limitation, such financial and other information setting forth adequate assurance of future performance under section 365 of title 11 of the Bankruptcy Code in a form requested by the Debtors;
- vi. To the Debtors' satisfaction (i) fully disclose the identity of each entity that will be bidding for the Acquired Assets or otherwise participating in connection with such bid, (ii) the terms of any such participation, and if an entity has been formed for the purpose of acquiring some, or all, of the Acquired Assets, the parties that will bear liability for any breach by such entity, and (iii) the ability of such parties to obtain any required government, licensing or regulatory approval in connection with the consummation of any proposed transaction;
- vii. State that the Written Offer is irrevocable until the closing of the transaction, if such Qualified Bidder is designated as a Successful Bidder or a Backup Bidder;
- viii. Not request or entitle the Qualified Bidder to any transaction or break-up fee, expense reimbursement, or similar type of payment;
- ix. Not contain any due diligence or financing contingencies;

- x. Provide evidence of authorization and approval from the Qualified Bidder's board of directors (or comparable governing body) with respect to the submission, execution, delivery and closing of the Modified Purchase Agreement to the Debtors' satisfaction after consultation with the Committee;
- xi. Provide a good faith deposit (the "Good Faith Deposit") in the form of a wire transfer or such other form as is acceptable to the Debtors deposited into an escrow account in an amount equal to at least 10% of the purchase price set forth in the Written Offer;
- xii. Set forth the anticipated timeframe for (i) obtaining any required approvals, and (ii) consummating the proposed transactions;
- xiii. Include a written acknowledgement by such Qualified Bidder that it agrees to the terms of the Bid Procedures;
- xiv. Include such other information as may be reasonably requested in writing by the Debtors at least two (2) calendar days prior to the Auction;
- xv. Provide for a closing date (the "Closing Date") which shall be no later than 15 days after the date of the Sale Hearing or such later date as is acceptable to the Debtors after consultation with Committee; and
- xvi. Specify whether the Qualified Bid is subject to approval by any regulatory body or governmental agency and, if so, what approvals are necessary.
- c. <u>Bid Deadline</u>. The deadline for submitting bids by a Qualified Bidder, other than the Stalking Horse Purchaser, shall be November 7, 2014, at 5:00 p.m. (prevailing Eastern Time) (the "**Bid Deadline**"). A bid received after the Bid Deadline shall not constitute a Qualified Bid. Within one (1) day of receipt, the Debtors shall deliver electronically a copy of any bid documents received to the Stalking Horse Purchaser. The Stalking Horse Purchase Agreement constitutes a Qualified Bid. Debtors shall no later than noon prevailing Eastern Time one (1) day prior to the Auction, (i) determine in their business judgment after consultation with the Committee, whether any written offers received constitute a Qualified Bid and (ii) notify each Qualified Bidder submitting a Written Offer whether that Written Offer is a Qualified Bid and provide all Qualified Bidders with copies of each Qualified Bid.
- d. <u>Auction</u>. Only in the event that the Debtors receive two or more Qualified Bids by the Bid Deadline, the Debtors shall conduct an Auction of the Acquired Assets. The Auction shall be held on November 11, 2014 at 10:00 a.m. (prevailing Eastern Time) at the offices of Greenberg Traurig,

LLP 200 Park Ave., New York, NY, 10166, or such other place as determined by the Debtors, and continue thereafter until completed. The following procedures shall govern any Auction:

- (i) Qualified Bidders shall appear in person at the Auction, or through a duly authorized representative;
- (ii) Except with respect to subsections (v) and (vi) below, the Debtors may conduct the Auction, in the manner that they determine, in their business judgment and may adopt rules for the Auction at the Auction that, in the Debtors' business judgment, after consultation with the Committee, will better promote the goals of the Auction and that are not inconsistent with any of the provisions of the Bid Procedures Order or the Stalking Horse Purchase Agreement. All such rules will provide that: (i) the Auction procedures must be fair and open, and not intended to cause any participating Qualified Bidder to be disadvantaged in any material way as compared to any other participating Qualified Bidder, and (ii) all participating Qualified Bidders shall be entitled to be present for all bidding with the understanding that the true identity of each bidder (i.e., the principals submitting each bid) shall be fully disclosed to all other participating Qualified Bidders and that all material terms of each Qualified Bid will be fully disclosed to all other bidders throughout the entire Auction. Each bid by a Qualified Bidder at the Auction, if not inconsistent with the provisions of these Bid Procedures, shall be deemed to constitute a Qualified Bid;
- (iii) The Debtors will arrange for the actual bidding at the Auction to be transcribed;
- (iv) Each Qualified Bidder participating in the Auction will be expected to confirm at the Auction that it has not engaged in any collusion regarding these Bid Procedures with any other Qualified Bidder, the Auction or any proposed transaction relating to the Acquired Assets or a portion thereof;
- (v) At the Auction, the first bid for the Acquired Assets other than the offer of Stalking Horse Purchaser set forth in the Stalking Horse Purchase Agreement shall be considered only if it exceeds the Purchase Price set forth in the Stalking Horse Purchase Agreement by a minimum of (i) the amount that would be owed if the Debtors would be required to pay the Bid Protections to the Stalking Horse Purchaser *plus* (ii) cash consideration in an amount not less than \$300,000. Subsequently, bidding will continue in minimum increments of at least \$300,000, with the specific increments for each round of bidding to be announced on the record at the Auction; provided, however, that the Debtors in consultation with

the Committee shall be permitted to modify the amount of any subsequent overbid beyond the initial overbid in their reasonable business judgment;

- (vi) The Stalking Horse Purchaser shall be permitted to credit bid the Bid Protections in each round of bidding.
- (vii) All Qualified Bidders shall have the right to, at any time, request that the Debtors announce, subject to any potential new bids, the then current highest or otherwise best bid and, to the extent requested by any Qualified Bidder, use reasonable efforts to clarify any and all questions such Qualified Bidder may have regarding the Debtors' announcement of the then current highest or otherwise best bid;
- (viii) In the Debtors' discretion, after consultation with the Committee, all Qualified Bidders shall have the right to submit additional bids and make additional modifications to the Stalking Horse Purchase Agreement or Modified Purchase Agreement, as applicable, at the Auction, <u>provided</u>, <u>however</u>, that any such modifications to the Stalking Horse Purchase Agreement or Modified Purchase Agreement, on an aggregate basis and viewed in whole, shall not be less favorable to the Debtors as determined by the Debtors;
- Upon conclusion of the bidding, the Auction shall be closed, and (ix) the Debtors shall, as soon as practicable identify and determine in its business judgment, in consultation with the Committee, the highest or otherwise best Qualified Bid for the Acquired Assets (the "Successful Bid" and the entity or entities submitting such Successful Bid, the "Successful Bidder"), taking into account the Stalking Horse Purchaser's entitlement to the Bid Protection, if applicable, and advise the Qualified Bidders of such determination, and require the Successful Bidder (other than Stalking Horse Purchaser) to deliver an executed Stalking Horse Purchase Agreement or Modified Purchase Agreement prior to commencement of the Sale Hearing;
- (x) In addition, the Debtors, after consultation with the Committee, will determine which Qualified Bid, if any, is the next highest and/or best Qualified Bid and designate such Qualified Bid as a "Backup Bid" in the event the Successful Bidder fails to consummate the contemplated transaction. A Qualified Bidder that submitted a Qualified Bid that is designated a Backup Bid is a "Backup Bidder". Each Backup Bid shall remain open and binding until the later of (i) two business days after the closing of the transaction(s) by which all of the Acquired Assets that were subject to such Backup Bid have been transferred to one or more Qualified Bidders pursuant to these Bid Procedures and (ii) fifteen

(15) days after the date of the Auction, provided, however, that the Stalking Horse Purchaser shall not be required to keep its bid open beyond the Outside Date (as defined in the Stalking Horse Purchase Agreement); and

- (x) Following the conclusion of the Auction, the Debtors may resume bidding on such procedures determined by the Debtors in their discretion for the sale of discrete assets not sold to the Successful Bidder, after consultation with the Committee, provided, however, the Debtors shall not sell any discrete assets that are necessary to fulfill the Debtors' obligations under the Transition Services Agreement (as defined in the Stalking Horse Purchase Agreement.
- e. <u>Sale Hearing</u>. The Sale Hearing shall be conducted by the Bankruptcy Court on November 13, 2014 at 2:00 p.m. (prevailing Eastern Time), or on such other date as the Court may direct.

22. Except with respect to subsections (d)(v) and (d)(vi) above, the Debtors may conduct the Auction, in the manner that they determine, in their business judgment and may adopt rules for the Auction that, in the Debtors' business judgment, after consultation with the Committee, will better promote the goals of the Auction and that are not inconsistent with any of the provisions of the Bid Procedures Order or the Stalking Horse Purchase Agreement.

## Breakup Fee and Reimbursement Amount

23. The Debtors seek approval to pay a Breakup fee (the "**Breakup Fee**") of \$1,395,000 and an expense reimbursement not to exceed \$500,000<sup>6</sup> for the Stalking Horse Purchaser's actual and necessary costs (the "**Reimbursement Amount**") as required under the Stalking Horse Purchase Agreement without further order of the Bankruptcy Court.

24. The Debtors believe that the Breakup Fee and Reimbursement Amount are fair and reasonable, given the benefits to the estates of having a definitive Stalking Horse Purchase Agreement and are necessary to preserve and enhance the value of the Debtors' estates.

25. The Stalking Horse Purchase Agreement and the Stalking Horse Purchaser's

<sup>&</sup>lt;sup>6</sup> Pursuant to Section 11.3 of the Stalking Horse Purchase Agreement, under certain circumstances the Buyer's right to the Reimbursement Amount is capped at \$750,000.

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monetary offer will form the basis upon which other bids will be submitted and evaluated. The establishment of the Breakup Fee and Reimbursement Amount permits the Debtors to insist that competing bids for the Acquired Assets be higher or otherwise better than the purchase price under the Stalking Horse Purchase Agreement, which is a clear benefit to the Debtors' estates. Thus, even if the Stalking Horse Purchaser is ultimately not the Successful Bidder, and thus is paid the Breakup Fee and Reimbursement Amount, the Debtors will still have benefited significantly from the Stalking Horse Purchase Agreement, due to the floor established by the Stalking Horse Purchaser leading to an improved bid and increasing the likelihood that the price at which the Acquired Assets will be sold.

#### Notice of Auction

26. The Debtors seek to have the Auction scheduled for a date no later than November 11, 2014. It is imperative to move forward with the Auction and the Sale promptly because the Debtors' key customers, vendors and potential bidders may lose confidence in the certainty of the Sale process and the future of the Debtors' business.

27. Within two (2) business days of the entry of the Bid Procedures Order, the Debtors will serve by first class mail, postage prepaid, copies of: (i) the Bid Procedures Order; and (ii) the Bid Procedures, Auction Date, and Sale Notice upon the following entities: (a) the Office of the United States Trustee for the District of Delaware; (b) counsel to the Committee; (c) all taxing authorities having jurisdiction over any of the assets subject to the sale, including the Internal Revenue Service; (d) the state/local environmental agencies in the jurisdictions where the Debtors own or lease real property; (e) all parties that have requested special notice pursuant to Bankruptcy Rule 2002 as of the date prior to the date of entry of the Bid Procedures Order; (f) all persons or entities known to the Debtors that have or have asserted a lien on, or security interest in, all or any portion of the Acquired Assets; (g) all Contract Parties; (h) counsel

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to the Stalking Horse Purchaser; (i) all Attorneys General for the states in which the Debtors conduct business; (j) all state, local or federal agencies having jurisdiction over any aspect of the Debtors' business operations; (k) counsel to the Relators; (l) all potential bidders previously identified or otherwise known to the Debtors; and (m) any other creditor and party of interest in these Chapter 11 Cases (collectively, the "**Notice Parties**"). In addition, within three (3) business days after entry of the Bid Procedures Order, the Debtors will serve by first class mail, postage prepaid, a copy of the Bid Procedures, Auction Date, and Sale Notice upon all other creditors. The Debtors shall also publish the Bid Procedures, Auction Date, and Sale Notice in the national edition of the USA Today once within five (5) business days after entry of the Bid Procedures.

28. In addition to the foregoing, electronic notification will be posted on the case management website maintained by the Debtors' claims and noticing agent, Epic Bankruptcy Solutions, LLC, located at <u>http://dm.epiq11.com/AAL/Project</u>.

29. The Debtors further request, pursuant to Bankruptcy Rule 9014, that objections, if any, to the proposed Sale: (a) be in writing; (b) comply with the Bankruptcy Rules and the Local Rules; (c) be filed with the Clerk of the United States Bankruptcy Court for the District of Delaware, 824 Market Street, 3<sup>rd</sup> Floor, Wilmington, Delaware 19801; and (d) be served so as to be received by the Notice Parties on or before November 6, 2014 at 4:00 p.m. (Eastern Daylight Time) (collectively, the "**Notice Parties**"). To facilitate and effect the Sale, the Debtors will be required to assume and/or assign the Assumed Contracts, to the Stalking Horse Purchaser, or as applicable, to the Successful Bidder.

## **Cure Procedures**

30. Given the number of executory contracts to which the Debtors are a party, the Debtors seek to establish (a) procedures for determining cure amounts through the closing date

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of the Sale, which amount shall include all pre- and post-petition amounts the Debtors owe the non-debtor party under each Assumed Contract that have accrued and not been paid prior to Closing (collectively, the "**Cure Amounts**"), and (b) a deadline for objections to the assumption and/or assignment of contracts and leases to be assumed and/or assigned in connection with the Sale (collectively, the "**Cure Procedures**").

31. The Debtors shall prepare and distribute to non-Debtor parties to the Assumed Contracts a notice, substantially in the form annexed hereto as <u>Exhibit C</u> (a "Cure Notice"), listing (i) the Assumed Contract(s); and (ii) the Cure Amount(s), if any, no later than two (2) business days after entry of the Bid Procedures Order, to be assigned to the Successful Bidder.

32. To facilitate a prompt resolution of cure disputes and objections relating to the assumption and assignment of the Assumed Contracts, the Debtors propose the following deadlines and procedures:

- a. The non-Debtor parties to the Assumed Contracts shall have until 4:00 p.m. (prevailing Eastern Time) on November 6, 2014 (the "Contract Objection\_Deadline"), which deadline may be extended in the discretion of the Debtors in consultation with the Stalking Horse Purchaser, to object (a "Contract Objection") to (i) the Cure Amounts listed by the Debtors and to propose alternative cure amounts, and/or (ii) the proposed assumption and/or assignment of the Assumed Contracts in connection with the Sale; provided, however, if the Debtors amend the Cure Notice to add a contract or lease or to reduce the Cure Amount thereof, except where such reduction was upon mutual agreement of the parties, the non-Debtor parties to the added contract or lease or to the reduced Cure Amount contract or lease shall have until seven (7) days after such amendment to submit a Contract Objection (the "Amended Contract Objection Deadline").
- b. Any party objecting to (i) any Cure Amount and/or (ii) the proposed assumption and assignment of any Assumed and Assumed Agreement in connection with the Sale, including objections related to the sufficiency of the proposed adequate assurance, shall file and serve a Contract Objection, in writing, setting forth with specificity any and all cure obligations that the objecting party asserts must be cured or satisfied in respect of the Assumed Contracts(s), as applicable, and/or any and all objections to the potential assumption and/or assignment of such agreements, together with

all documentation supporting such cure claim or objection, upon the Notice Parties, so that the Contract Objection is received no later than 4:00 p.m. (prevailing Eastern Time), on the Contract Objection Deadline or the Amended Contract Objection Deadline, as applicable. Where a non-Debtor counterparty to an Assumed Contract files an objection asserting a cure amount higher than the proposed Cure Amounts (the "Disputed Cure Amount"), then (a) to the extent that the parties are able to consensually resolve the Disputed Cure Amount prior to the Sale Hearing, and subject to the written consent of the Stalking Horse Purchaser or the Successful Bidder, as applicable, of such consensual resolution, the Cure Amount shall be revised to be the amount of the consensual resolution; (b) to the extent the parties are unable to consensually resolve the dispute prior to the Sale Hearing, then such objection will be heard at the Sale Hearing or thereafter; or (c) the Stalking Horse Purchaser or the Successful Bidder, as applicable, may remove the contract to which the Contract Objection relates from the schedule of contracts to be assumed and assigned.

33. Unless an objection to the assumption and assignment of an Assumed Contract is filed and served before the Objection Deadline or the Amended Contract Objection Deadline, as applicable, all counterparties to the Assumed Contracts shall be (i) forever barred from objecting to the proposed Cure Amounts and from asserting any additional cure or other amounts with respect to the Assumed Contracts, or any default or claim arising out of any indemnity obligation or warranties for acts or occurrences arising prior to or existing as of the Closing, including those constituting Excluded Liabilities or, against Buyer, any counterclaim, defense, setoff, recoupment, claim of refund or any other Claim asserted or assertable against the Debtors, and the Debtors and the Stalking Horse Purchaser, or Successful Bidder, as applicable, shall be entitled to rely solely upon the proposed Cure Amounts set forth in the Cure Notices; (ii) deemed to have consented to the assumption and assignment, and (iii) forever barred and estopped from asserting or claiming against the Debtors, the Stalking Horse Purchaser or the Successful Bidder, as applicable, that any additional amounts are due or other defaults exist, that conditions to assignment must be satisfied under such Assumed Contracts, including, without limitation, any consent rights, or that there is any objection or defense to the assumption and assignment of such

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Assumed Contracts or imposing or charging against Buyer any rent accelerations, assignment fees, increases or any other fees as a result of the Debtors' assumption and assignment to Buyer of any Assumed Contract in accordance with the Stalking Horse Agreement.

34. To the extent a non-debtor party believes that an Assumed Contract requires such a party's consent right to the assignment of such Assumed Contract to the Stalking Horse Purchaser or the Successful Bidder, as applicable, such non-debtor party must raise this issue in its objection which must be filed before the Contract Objection Deadline. If no timely objection is raised, such other non-debtor parties to an Assumed Contract shall be barred and estopped from asserting or claiming that their Assumed Contract contains an enforceable consent right.

## **Corporate** Action

35. The Debtors further request that no further corporate action of the Debtors or approval of any Debtor's equity security holders shall be required to authorize the Debtors to consummate the transactions contemplated by the Agreement. Except as expressly permitted by any Orders granting this Motion, the Debtors request that all holders of Claims against and Interests in, and equity security holders of the Debtors be forever barred, estopped and enjoined from commencing, prosecuting or continuing in any manner any action or other proceeding of any kind against the Stalking Horse Purchaser or the Debtor or their respective employees, officers or directors, or their professionals and advisors, on account of or related to the Stalking Horse Purchase Agreement or the transactions contemplated thereby, provided, however, that nothing in any Order granting this Motion shall prevent any administrative agencies, governmental, tax and regulatory authorities, secretaries of state, federal, state and local officials from properly exercising their police and regulatory powers.

## **Basis for Relief Requested**

## The Sale is Within the Sound Business Judgment of the Debtors and Should Be Approved

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36. Section 363(b)(1) of the Bankruptcy Code provides, in relevant part, that a debtor in possession, "after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate." 11 U.S.C. § 363(b)(1). Section 363 of the Bankruptcy Code does not set forth a standard for determining when it is appropriate for a court to authorize the sale or disposition of a debtor's assets prior to confirmation of a plan. However, courts in this Circuit and others have required that the decision to sell assets outside the ordinary course of business be based upon the sound business judgment of the debtors. *See In re Abbotts Dairies of Pennsylvania, Inc.,* 788 F.2d 143 (3d Cir. 1986); *see also Myers v. Martin (In re Martin),* 91 F.3d 389, 395 (3d Cir. 1996); *Comm. of Equity Sec. Holders v. Lionel Corp. (In re Lionel Corp.),* 722 F.2d 1063, 1071 (2d Cir. 1983); *Dai-Ichi Kangyo Bank, Ltd v. Montgomery Ward Holding Corp., (In re Montgomery Ward Holding Corp.),* 242 B.R. 147, 153 (D. Del. 1999); *In re Delaware & Hudson Ry. Co.,* 124 B.R. 169, 176 (D.D.C. 1991).

37. The "sound business judgment" test requires a debtor to establish four elements in order to justify the sale or lease of property outside the ordinary course of business, namely, (a) that a "sound business purpose" justifies the sale of assets outside the ordinary course of business; (b) that adequate and reasonable notice has been provided to interested persons; (c) that the debtors have obtained a fair and reasonable price; and (d) good faith. *Abbotts Dairies*, 788 F.2d 143; *Titusville Country Club v. Pennbank (In re Titusville Country Club)*, 128 B.R. 396, 399 (Bankr. W.D. Pa. 1991); *In re Sovereign Estates, Ltd*, 104 B.R. 702, 704 (Bankr. E.D. Pa. 1989). A debtor's showing of a sound business purpose need not be unduly exhaustive but, rather, a debtor is "simply required to justify the proposed disposition with sound business reasons." *In re Baldwin United Corp.*, 43 B.R. 888, 906 (Bankr. S.D. Ohio 1984). Whether or not there are sufficient business reasons to justify a transaction depends upon the facts and

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circumstances of each case. *Lionel,* 722 F.2d at 1071; *Montgomery Ward,* 242 B.R. at 155 (approving funding of employee incentive and severance program; business purpose requirement fulfilled because stabilizing turnover rate and increasing morale were necessary to successful reorganization).

38. Additionally, section 105(a) of the Bankruptcy Code provides a bankruptcy court with broad powers in the administration of a case under the Bankruptcy Code. Section 105(a) provides that "[t]he court may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of [the Bankruptcy Code]." 11 U.S.C. § 105(a). Provided that a bankruptcy court does not employ its equitable powers to achieve a result not contemplated by the Bankruptcy Code, the exercise of its section 105(a) power is proper. In re Fesco Plastics Corp., 996 F.2d 152, 154 (7th Cir. 1993); Pincus v. Graduate Loan Ctr. (In re Pincus), 280 B.R. 303, 312 (Bankr. S.D.N.Y. 2002). Pursuant to section 105(a), a court may fashion an order or decree that helps preserve or protect the value of a debtor's assets. See, e.g., Chinichian v. Campolongo (In re Chinichian), 784 F.2d 1440, 1443 (9th Cir. 1986) ("Section 105 sets out the power of the bankruptcy court to fashion orders as necessary pursuant to the purposes of the Bankruptcy Code."); In re Cooper Props. Liquidating Trust, Inc., 61 B.R. 531, 537 (Bankr. W.D. Tenn. 1986) (noting that bankruptcy court is "one of equity and as such it has a duty to protect whatever equities a debtor may have in property for the benefit of its creditors as long as that protection is implemented in a manner consistent with the bankruptcy laws.").

39. The Debtors submit that sound business justification exists to sell the Acquired Assets to the Successful Bidder pursuant to the Bid Procedures. The Debtors have operated in chapter 11 for over 19 months and have evaluated various exit strategies. The time in chapter 11 has put strain on the Debtors' business, limited growth opportunities, and used up cash resources.

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At this point, the Debtors believe that, absent a prompt sale, the value of the Acquired Assets would likely decline. In addition, the Debtors are concerned that the confidence of their vendors and customers may erode if the Debtors cannot exit chapter 11 in 2014. Thus, the relief sought herein is not only reasonable, but necessary, to maximize the value of the Debtors' estates for the benefit of their stakeholders.

40. The notice of Auction is designed to provide adequate notice to all potentially interested parties, including those who have previously expressed an interest in purchasing the Acquired Assets. Indeed, the Debtors have and, upon approval of the Bid Procedures, will continue to market the Acquired Assets and will solicit the most likely interested competing bidders. Accordingly, the proposed Sale satisfies the second prong of the *Abbotts Dairies* standard.

41. Moreover, the Bid Procedures are designed to maximize the value received for the Acquired Assets. The process set forth in the Bid Procedures allows for a timely and efficient auction process given the circumstances facing the Debtors, while providing bidders with ample time and information to submit a timely bid and perform diligence. The Bid Procedures are designed to ensure that the Acquired Assets will be sold for the highest or otherwise best possible purchase price. The Debtors have subjected the value of the Acquired Assets to market testing. The proposed Sale will be further subject to a market check through the solicitation of competing bids in a court-supervised Auction process as set forth in the Bid Procedures. Accordingly, the Debtors and all parties in interest can be assured that the consideration received for the Acquired Assets will be fair and reasonable, and, thereby satisfying the third prong of the *Abbotts Dairies* standard.

#### The Sale is Proposed in "Good Faith" 363(m) of the Bankruptcy Code

42. The "good faith" prong of the Abbotts Dairies standard is also satisfied as

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discussed further below. The Debtors request that the Court find that the Successful Bidder is entitled to the benefits and protections provided by section 363(m) of the Bankruptcy Code in connection with the Sale.

43. Section 363(m) of the Bankruptcy Code provides, in pertinent part:

The reversal or modification on appeal of an authorization under subsection (b) . . . of this section of a sale . . . of property does not affect the validity of a sale . . . under such authorization to an entity that purchased . . . such property in good faith, whether or not such entity knew of the pendency of the appeal, unless such authorization and such sale . . . were stayed pending appeal.

11 U.S.C. § 363(m).

44. Section 363(m) of the Bankruptcy Code thus protects the purchaser of assets sold pursuant to section 363 of the Bankruptcy Code from the risk that it will lose its interest in the purchased assets if the order allowing the sale is reversed on appeal. By its terms, section 363(m) of the Bankruptcy Code applies to sales of interests in tangible assets, such as the Acquired Assets.

45. The Debtors submit, and will present evidence at the Sale Hearing, if necessary, that as set forth above, the Asset Purchase Agreement was an arm's-length transaction, in which the Successful Bidder acted in good faith. The Auction is an open sale process, and the Debtors will have their own separate legal counsel to negotiate on their behalf throughout the Auction and the Sale. Accordingly, the Debtors request that the Court make the finding at the Sale Hearing that the Successful Bidder has purchased the Acquired Assets in good faith within the meaning of section 363(m) of the Bankruptcy Code.

## The Sale Satisfies the Requirements of Section 363(f) of the Bankruptcy Code

46. Under section 363(f) of the Bankruptcy Code, a debtor-in-possession may sell all or any part of its property free and clear of any and all liens, claims or interests in such property

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if: (i) such a sale is permitted under applicable non-bankruptcy law; (ii) the party asserting such a lien, claim or interest consents to such sale; (iii) the interest is a lien and the purchase price for the property is greater than the aggregate amount of all liens on the property; (iv) the interest is the subject of a bona fide dispute; or (v) the party asserting the lien, claim or interest could be compelled, in a legal or equitable proceeding, to accept a money satisfaction for such interest. 11 U.S.C. § 363(f); *Citicorp Homeowners Serv., Inc. v. Elliot (In re Elliot),* 94 B.R. 343, 345 (E.D. Pa. 1988) (noting that section 363(f) of the Bankruptcy Code is written in the disjunctive; therefore, a court may approve a sale "free and clear" provided at least one of the subsections is met).

47. The Debtors do not have significant secured debt. To the extent anyone does assert an interest in the Acquired Assets, the Debtors expect that they will satisfy, at minimum, the first, third, and fifth requirements of section 363(f) of the Bankruptcy Code, if not others as well, approving the sale of the Acquired Assets free and clear of all Liens, Claims, Encumbrances, and Interests is warranted. Furthermore, courts have held that they have the equitable power to authorize sales free and clear of interests that are not specifically covered by section 363(f). *See, e.g., In re Trans World Airlines, Inc.,* 2001 WL 1820325 at \*3, 6 (Bankr. D. Del. March 27, 2001); *Volvo White Truck Corp. v. Chambersburg Beverage, Inc. (In re White Motor Credit Corp.),* 75 B.R. 944, 948 (Bankr. N.D. Ohio 1987).

48. Although section 363(f) of the Bankruptcy Code provides for the sale of assets "free and clear of any interests," the term "any "interest" is not defined anywhere in the Bankruptcy Code. *Folger Adam Security v. DeMatteis/MacGregor JV*, 209 F.3d 252, 257 (3d Cir. 2000). In the case of *In re Trans World Airlines, Inc.*, 322 F.3d 283, 288-89 (3d Cir. 2003), the Third Circuit specifically addressed the scope of the term "any interest." The Third Circuit

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observed that while some courts have "narrowly interpreted that phrase to mean only in rem interests in property," the trend in modern cases is towards "a more expansive reading of 'interests in property' which 'encompasses other obligations that may flow from ownership of the property." *Id.* at 289 (citing 3 *Collier on Bankruptcy* 363.06[1]). As determined by the Fourth Circuit in *In re Leckie Smokeless Coal Co.*, 99 F.3d 573, 581-582 (4<sup>th</sup> Cir. 1996), a case cited approvingly and extensively by the Third Circuit in *Folger, supra*, the scope of section 363(f) is not limited to *in rem* interests. Thus, the Third Circuit in *Folger* stated that *Leckie* held that the debtors "could sell their assets under § 363(f) free and clear of successor liability that otherwise would have arisen under federal statute" *Folger*, 209 F.3d at 258.

49. The purpose of an order purporting to authorize the transfer of assets free and clear of all "interests" would be frustrated if claimants could thereafter use the transfer as a basis to assert claims against the successful bidder arising from the debtor's pre-sale conduct. Under section 363(f) the Buyer is entitled to know that the Acquired Assets are not infected with latent claims that will be asserted against the Buyer after the transaction is complete. Accordingly, the Debtors request that the Sale Order contain a provision that the Buyer is not liable as a successor under any theory of successor liability, for claims that encumber or relate to the Acquired Assets.

## The Breakup Fee and Reimbursement Amount are Reasonable and Appropriate

50. Bid incentives such as the Breakup Fee and Reimbursement Amount encourage a potential buyer to invest the time, money and effort required to negotiate with a debtor, and perform the necessary due diligence attendant to the acquisition of a debtor, despite the inherent risks and uncertainties of the chapter 11 process. The Debtors submit that approval of the Breakup Fee and Reimbursement Amount are justified by the facts and circumstances of these cases, whether considered under the business judgment rule or as an administrative expense of the estates.

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51. Approval of the Breakup Fee and Reimbursement Amount is governed by standards for determining the appropriateness of bidding incentives in the bankruptcy context established by the Third Circuit in Calpine Corp. v. O'Brien Envtl. Energy, Inc. (In re O'Brien Envtl. Energy, Inc.), 181 F.3d 527 (3d Cir. 1999). In O'Brien, the Third Circuit concluded that "the determination whether break-up fees or expenses are allowable under section 503(b) must be made in reference to general administrative expense jurisprudence. In other words, the allowability of break-up fees ... depends upon the requesting party's ability to show that the fees were actually necessary to preserve the value of the estate." O'Brien, 181 F.3d at 535. Here, the Breakup Fee should be approved because it will provide a benefit to the Debtors' estates. The Third Circuit identified at least two instances in which bidding incentives may benefit the estate. First, a breakup fee may be necessary to preserve the value of the estate if assurance of the fee "promote[s] more competitive bidding, such as by inducing a bid that otherwise would not have been made and without which bidding would have been limited." Id. at 537. Second, "if the availability of break-up fees and expenses were to induce a bidder to research the value of the debtor and convert that value to a dollar figure on which other bidders can rely, the bidder may have provided a benefit to the estate by increasing the likelihood that the price at which the debtor is sold will reflect its true worth." Id.

52. In recognition of this expenditure of time, energy and resources, and the benefits to the Debtors' estates of securing a "stalking horse" or minimum bid, the Debtors have agreed to seek approval of the Breakup Fee and Reimbursement Amount for the Stalking Horse Purchaser. The Debtors' ability to offer the Breakup Fee and Reimbursement Amount enables the Debtors to ensure the sale of the Acquired Assets to a contractually-committed bidder at a price the Debtors believe to be fair while, at the same time, providing the Debtors with the

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potential of an even greater return to the estates. Moreover, the Stalking Horse Purchaser has spent, and likely will continue to spend, considerable time, money and energy pursuing the Sale and has engaged in extended and lengthy good faith negotiations. The Debtors and the Stalking Horse Purchaser are not related, and each has acted in good faith throughout this process. The amount of the Breakup Fee and Reimbursement Amount is relatively small compared to the Purchase Price, and is not so high that it would cause any chilling effect on other prospective purchasers, and will have no adverse effect on any creditors.

53. Indeed, the Breakup Fee and Reimbursement Amount induced the Stalking Horse Purchaser to submit a bid that will serve as a minimum floor bid on which the Debtors, their creditors and other bidders may rely. The Debtors' ability to continue to shop the Acquired Assets for a higher or otherwise better offer without risk of losing the Stalking Horse Purchaser—a "bird-in-the-hand"—would be eliminated if the Debtors are not authorized to remit the Breakup Fee. Therefore, absent authorization of the payment of the Breakup Fee and Reimbursement Amount, the Debtors might lose the opportunity to obtain the highest or otherwise best available offer for the Acquired Assets and the downside protection that will be afforded by the Stalking Horse Purchase Agreement.

54. The Stalking Horse Purchaser has provided a material benefit to the Debtors and their constituents by increasing the likelihood that Debtors will receive the best possible price for the Acquired Assets. Moreover, the Debtors' customers and employees will take comfort that the Stalking Horse Purchaser's bid will ensure the continuation of the Debtors' business. Accordingly, the Breakup Fee and Reimbursement Amount is reasonable and appropriate and represents the best method for maximizing value for the benefit of the Debtors' estates. In light of the Debtors' estates that will be realized by having a signed purchase agreement,

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enabling the Debtors to preserve the value of their estates and promote more competitive bidding, ample support exists for the approval of the Breakup Fee and Reimbursement Amount. In addition, approval of the Bid Procedures, including the Breakup Fee and Reimbursement Amount, is a condition to the Stalking Horse Purchaser's obligation to proceed with the transaction contemplated in the Stalking Horse Purchase Agreement. *See In re Reliant Energy Channelview, L.P.*, 594 F.3d 200 (3d Cir. 2010).

55. The Debtors' payment of the Breakup Fee and Reimbursement Amount under the circumstances described herein would be (i) an actual and necessary cost of preserving the Debtors' estates and constitute a super-priority administrative expense obligation of Debtors under Section 364(c)(1), 503(b) and 507(a)(2) of the Bankruptcy Code with priority over all expenses of the kind specified in Sections 503(b) and 507(b) of the Bankruptcy Code; (ii) of substantial benefit to the Debtors' estates; and (iii) reasonable and appropriate in light of the efforts and the significant due diligence costs and expenses that have been and will be expended by the Stalking Horse Purchaser. Thus, the Debtors request that this Court approve and authorize payment of the Breakup Fee and Reimbursement Amount pursuant to the terms of the Stalking Horse Purchase Agreement.

## *The Cure Procedures Provide Adequate Notice and Opportunity to Object and Should be Approved*

56. Section 365(a) of the Bankruptcy Code provides, in pertinent part, that a debtor in possession "subject to the court's approval, may assume or reject any executory contract or [unexpired] lease of the debtor." 11 U.S.C. § 365(a). The standard governing bankruptcy court approval of a debtor's decision to assume or reject an executory contract or unexpired lease is whether the debtor's reasonable business judgment supports assumption or rejection. *See, e.g., In re Stable Mews Assoc., Inc.,* 41 B.R. 594, 596 (Bankr. S.D.N.Y. 1984). If the debtor's business

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judgment has been reasonably exercised, a court should approve the assumption or rejection of an unexpired lease or executory contract. *See Group of Institutional Investors v. Chicago M St. P. & P.R.R. Co.*, 318 U.S. 523 (1943); *Sharon Steel Corp.*, 872 F.2d 36, 39-40 (3d Cir. 1989). The business judgment test "requires only that the trustee [or debtor in possession] demonstrate that [assumption or] rejection of the contract will benefit the estate." *Wheeling-Pittsburgh Steel Corp. v. West Penn Power Co. (In re Wheeling-Pittsburgh Steel Corp.)*, 72 B.R. 845, 846 (Bankr. W.D. Pa. 1987) (quoting *Stable Mews Assoc.*, 41 B.R. at 596). Any more exacting scrutiny would slow the administration of a debtor's estate and increase costs, interfere with the Bankruptcy Code's provision for private control of administration of the estate, and threaten the court's ability to control a case impartially. *See Richmond Leasing Co. v. Capital Bank, NA.*, 762 F.2d 1303, 1311 (5th Cir. 1985). Moreover, pursuant to section 365(b)(1) of the Bankruptcy Code, for a debtor to assume an executory contract, it must "cure, or provide adequate assurance that the debtor will promptly cure," any default, including compensation for any "actual pecuniary loss" relating to such default. 11 U.S.C. § 365(b)(1).

57. Once an executory contract is assumed, the trustee or debtor in possession may elect to assign such contract. *See In re Rickel Home Centers, Inc.,* 209 F.3d 291, 299 (3d Cir. 2000) ("[t]he Code generally favors free assignability as a means to maximize the value of the debtor's estate"); *see also In re Headquarters Dodge, Inc.,* 13 F.3d 674, 682 (3d Cir. 1994) (noting purpose of section 365(f) is to assist trustee in realizing the full value of the debtor's assets).

58. Section 365(f) of the Bankruptcy Code provides that the "trustee may assign an executory contract . . . only if the trustee assumes such contract . . . and adequate assurance of future performance is provided." 11 U.S.C. § 365(f)(2). The meaning of "adequate assurance of

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future performance" depends on the facts and circumstances of each case, but should be given "practical, pragmatic construction." *See Carlisle Homes, Inc. v. Arrari (In re Carlisle Homes, Inc.)*, 103 B.R. 524, 538 (Bankr. D.N.J. 1989); *see also In re Natco Indus., Inc.,* 54 B.R. 436, 440 (Bankr. S.D.N.Y. 1985) (adequate assurance of future performance does not mean absolute assurance that debtor will thrive and pay rent). Among other things, adequate assurance may be given by demonstrating the assignee's financial health and experience in managing the type of enterprise or property assigned. *Accord In re Bygaph, Inc.,* 56 B.R. 596, 605-06 (Bankr. S.D.N.Y. 1986) (adequate assurance of future performance is present when prospective assignee of lease from debtors has financial resources and has expressed willingness to devote sufficient funding to business in order to give it strong likelihood of succeeding).

59. Additionally, as set forth above, section 105(a) of the Bankruptcy Code provides a bankruptcy court with broad powers in the administration of a case under title 11, provided that a bankruptcy court does not employ its equitable powers to achieve a result not contemplated by the Bankruptcy Code, the exercise of its section 105(a) power is proper. *See In re Fesco Plastics Corp.*, 996 F.2d 152, 154 (7th Cir. 1993); *Pincus v. Graduate Loan Ctr. (In re Pincus)*, 280 B.R. 303, 312 (Bankr. S.D.N.Y. 2002). Accordingly, pursuant to section 105(a), a court may fashion an order or decree that helps preserve or protect the value of a debtor's assets. *See, e.g., In re Chinichian*, 784 F.2d 1440, 1443 (9th Cir. 1986) ("Section 105 sets out the power of the bankruptcy court to fashion orders as necessary pursuant to the purposes of the Bankruptcy Code"); *In re Cooper Props. Liquidating Trust, Inc.*, 61 B.R. 531, 537 (Bankr. W.D. Tenn. 1986) (noting that bankruptcy court is "one of equity and as such it has a duty to protect whatever equities a debtor may have in property for the benefit of their creditors as long as that protection is implemented in a manner consistent with the bankruptcy laws").

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60. The Debtors respectfully submit that the proposed Cure Procedures are appropriate and reasonably tailored to provide non-Debtor parties to Assumed Contracts with adequate notice in the form of the Cure Notice, of the proposed assumption and/or assignment of their applicable contract, as well as proposed Cure Amounts, if applicable. Such non-Debtor parties to the Assumed Contracts will then be given an opportunity to object to such notice. The Cure Procedures further provide that, in the event an objection is not resolved, the Court will determine related disputed issues (including any adequate assurance of future performance issues). Accordingly, the Debtors submit that implementation of the proposed Cure Procedures is appropriate in these cases.

## No Consumer Privacy Ombudsman Need Be Appointed

61. The Sale may include the transfer of "personally identifiable information," as defined in section 101(41 A) of the Bankruptcy Code. However, no "consumer privacy ombudsman" need be appointed under section 363(b)(1) of the Bankruptcy Code because Stalking Horse Purchaser has agreed to adhere to any such privacy policies applicable to the Debtors, as such policies may be modified in accordance with the terms thereof. *In re Velocity Express Corp.*, Case No. 09-13294 (MFW), 2009 WL 6690931, at \*7 (Bankr. D. Del. 2009). Further, 45 C.F.R. § 164.502(a) provides that a covered entity may use and disclose patient information without authorization for purposes of treatment, payment or healthcare operations, which includes, among other things, the sale, transfer, merger or consolidation of all or part of a covered entity to or with another covered entity. Therefore, the Court need not appoint a consumer privacy ombudsman.

# Relief from the Fourteen Day Waiting Periods Under Bankruptcy Rules 6004(h) and 6006(d) is Appropriate

62. Bankruptcy Rule 6004(h) provides that an "order authorizing the use, sale, or

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lease of property . . . is stayed until the expiration of fourteen (14) days after entry of the order, unless the court orders otherwise." The Debtors request that the Sale Order be effective immediately by providing that the fourteen-day stay under Bankruptcy Rules 6004(h) and 6006(d) be waived.

63. The purpose of Bankruptcy Rules 6004(h) and 6006(d) is to provide sufficient time for an objecting party to appeal before an order can be implemented. *See* Advisory Committee Notes to Fed. R. Bankr. P. 6004(h). Although Bankruptcy Rules 6004(h) and the Advisory Committee Notes are silent as to when a court should "order otherwise" and eliminate or reduce the fourteen-day stay period, Collier on Bankruptcy suggests that the fourteen-day stay period should be eliminated to allow a sale or other transaction to close immediately "where there has been no objection to the procedure." 10 Collier on Bankruptcy 15th Ed. Rev., ¶6064.09 (L. King, 15th rev. ed. 1988). Furthermore, Collier's provides that if an objection is filed and overruled, and the objecting party informs the court of its intent to appeal, the stay may be reduced to the amount of time actually necessary to file such appeal. *Id*.

64. Since a prompt closing of the Sale is of critical importance to the continued stability of the Debtors' business, the Debtors hereby request that the Court waive the fourteenday stay period under Bankruptcy Rules 6004(h) and 6006(d).

#### **Notice**

65. Notice of this Motion has been given to the following parties or, in lieu thereof, to their counsel, if known: (a) the Office of the United States Trustee for the District of Delaware; (b) counsel to the Committee; (c) all taxing authorities having jurisdiction over any of the assets subject to the sale, including the Internal Revenue Service; (d) the state/local environmental agencies in the jurisdictions where the Debtors own or lease real property; (e) all parties that

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have requested special notice pursuant to Bankruptcy Rule 2002 as of the date prior to the date of entry of the Bid Procedures Order; (f) all persons or entities known to the Debtors that have or have asserted a lien on, or security interest in, all or any portion of the Acquired Assets; (g) all Contract Parties; (h) counsel to the Stalking Horse Purchaser; (i) all Attorneys General for the states in which the Debtors conduct business; (j) counsel to the Relators and (k) all potential bidders previously identified or otherwise known to the Debtors.

## **Conclusion**

66. WHEREFORE, the Debtors respectfully request that this Court approve an order granting the relief requested herein and that it grant the Debtors other and further relief as is just and proper.

Dated: September 30, 2014

## GREENBERG TRAURIG, LLP

<u>/s/ Dennis A. Meloro</u> Dennis A. Meloro (DE Bar No. 4435) The Nemours Building 1007 North Orange Street, Suite 1200 Wilmington, Delaware 19801 Telephone: (302) 661-7000 Facsimile: (302) 661-7360 Email: melorod@gtlaw.com

-and-

Nancy A. Mitchell (*pro hac vice*) Matthew L. Hinker (DE Bar No. 5348) MetLife Building 200 Park Avenue New York, New York 10166 Telephone: (212) 801-9200 Facsimile: (212) 801-6400 Email: mitchelln@gtlaw.com hinkerm@gtlaw.com

Counsel for the Debtors and Debtors-in-Possession

EXHIBIT A

## IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE

In re:

ATLS Acquisition, LLC, et al.,<sup>1</sup>

Debtors.

Chapter 11

Case No. 13-10262-PJW

(Jointly Administered)

**Ref. Docket No:** 

# ORDER (I) APPROVING BID PROCEDURES RELATING TO SALE OF THE DEBTORS' ASSETS; (II) APPROVING BID PROTECTIONS; (III) SCHEDULING A HEARING TO CONSIDER THE SALE; (IV) APPROVING THE FORM AND MANNER OF NOTICE OF SALE BY AUCTION; (V) ESTABLISHING PROCEDURES FOR NOTICING AND DETERMINING <u>CURE AMOUNTS; AND (VI) GRANTING RELATED RELIEF</u>

Upon the motion (the "**Motion**") of the above-captioned debtors and debtors-inpossession (collectively the "**Debtors**") for entry of an Order (I) Approving Bid Procedures Relating to the Sale of the Debtors' Assets; (II) Approving Bid Protections; (III) Scheduling a Hearing to Consider the Sale; (IV) Approving the Form and Manner of Notice of Sale By Auction; (V) Establishing Procedures for Noticing and Determining Cure Amounts; and (VI) Granting Related Relief (the "**Bid Procedures Order**");<sup>2</sup> and it appearing that this Court has jurisdiction over the Motion pursuant to 28 U.S.C. §§ 157 and 1334; and it appearing that this is a core proceeding pursuant to 28 U.S.C. § 157(a); this Court having considered the Motion; and it appearing that the relief requested in the Motion is in the best interests of the Debtors' bankruptcy estates, their creditors and other parties-in-interest; and after due deliberation and sufficient cause appearing therefor;

<sup>&</sup>lt;sup>1</sup> The Debtors, along with the last four digits of each Debtor's tax identification number, are: ATLS Acquisition, LLC (9167); FGST Investments, Inc. (2110); Polymedica Corporation (3368); National Diabetic Medical Supply, LLC (0748); Liberty Lane Development Company, Inc. (1974); Liberty Healthcare Group, Inc. (6555); Liberty Medical Supply, Inc. (3983); Liberty Healthcare Pharmacy of Nevada (9809); Liberty Lane Condominium Association, Inc. (7018); and Liberty Marketplace, Inc. (8500). The Debtors' business address is 8881 Liberty Lane, Port St. Lucie, FL 34952.

<sup>&</sup>lt;sup>2</sup> Capitalized terms used but not defined herein shall have the meaning ascribed thereto in the Motion or the Stalking Horse Purchase Agreement, as the case may be.

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#### THE COURT HEREBY MAKES THE FOLLOWING FINDINGS:

A. Notice of the Motion was adequate and sufficient under the circumstances of these chapter 11 cases, and such notice complied with all applicable requirements of 11 U.S.C. §§ 102 and 363, Rules 2002, 6004, 6006, and 9008 of the Federal Rules of Bankruptcy Procedure, and any other applicable provisions of title 11 of the United States Code (the **"Bankruptcy Code"**), the Federal Rules of Bankruptcy Procedure and the Local Bankruptcy Rules for the District of Delaware.

B. The bid procedures attached hereto as <u>Exhibit 1</u> (the "Bid Procedures") are reasonable and appropriate under the circumstances of these chapter 11 cases. The Debtors are authorized to take any and all actions necessary or appropriate to implement the Bid Procedures.

C. All objections to the relief requested in the Motion relating to the Bid Procedures Order that have not been withdrawn, waived or settled as announced to the Court at the hearing on the Motion or by stipulation filed with the Court, are overruled except as otherwise set forth herein.

D. The Breakup Fee and Reimbursement Amount (together, the "Bid Protections") to be paid under the circumstances described in the Stalking Horse Purchase Agreement, as attached to the Sale Order as <u>Exhibit A</u>, (the "Stalking Horse Purchase Agreement") by and between the Debtors and Liberty Medical Operations, Inc., a Delaware corporation (collectively with any nominee or designee thereof, the "Stalking Horse Purchaser") are (i) an actual and necessary cost and expense of preserving the Debtors' estates within the meaning of sections 503(b) and 507(a)(2) of the Bankruptcy Code, (ii) commensurate to the real and substantial benefit conferred upon the Debtors' estates by the Stalking Horse Purchaser, (iii) reasonable and appropriate, in light of the size and nature of the proposed sale transaction and comparable

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transactions, the commitments that have been made and the efforts that have been and will be expended by the Stalking Horse Purchaser, and (iv) necessary to induce the Stalking Horse Purchaser to continue to pursue the sale transaction and to continue to be bound by the Stalking Horse Purchase Agreement.

E. The Bid Protections also induced the Stalking Horse Purchaser to submit a bid that will not only serve as a minimum floor bid on which the Debtors, their creditors, and other bidders may rely, but also provide the Debtors with the opportunity to sell their business on a "going concern" basis for the benefit of all parties. The Stalking Horse Purchaser has provided a material benefit to the Debtors and their creditors by increasing the likelihood that the best possible price for the Acquired Assets will be received. Accordingly, the Bid Procedures and the Bid Protections are reasonable and appropriate and represent the best method for maximizing value for the benefit of the Debtors' estates.

F. The Notice of Bid Procedures, Auction Date and Sale Hearing substantially in the form attached hereto as <u>Exhibit 2</u> (the "Bid Procedures, Auction Date, and Sale Notice") is to be served upon all creditors and parties of interest in these Chapter 11 Cases and the notice substantially in the form attached hereto as <u>Exhibit 3</u> is to be served on counterparties to the Assumed Contracts (the "Assumed Contracts Notice"), each provide adequate notice concerning the proposed sale of the all of the Acquired Assets and the proposed assumption and assignment of the Assumed Contracts, as contemplated in the Stalking Horse Purchase Agreement, that are the property of the Debtors, and is intended to provide due and adequate notice of the relief sought in the Motion and the forms attached hereto are hereby approved.

IT IS HEREBY ORDERED THAT:

1. The relief requested in the Motion is granted as set forth in this Bid Procedures Order.

2. The Bid Procedures as set forth on the attached **Exhibit 1** are approved in their entirety, and are incorporated herein by reference.

3. The proposed sale of all of the Acquired Assets, the proposed assumption and assignment of the Assumed Contracts, the Auction (as defined below), and the Sale Hearing shall be conducted in accordance with the provisions of this Bid Procedures Order and the Bid Procedures.

4. The Bid Protections as set forth in the Stalking Horse Purchase Agreement are hereby approved. The Debtors are authorized to pay the Breakup Fee and the Reimbursement Amount as and when due in accordance with the Stalking Horse Purchase Agreement without further action or order by the Court. If the Stalking Horse Purchaser becomes entitled to payment of the Bid Protections, such amounts payable to Stalking Horse Purchaser shall constitute a super-priority administrative expense priority obligation of Debtors under Section 364(c)(1), 503(b) and 507(a)(2) of the Bankruptcy Code with priority over all expenses of the kind specified in Sections 503(b) and 507(b) of the Bankruptcy Code.

5. Within two (2) business days of the entry of the Bid Procedures Order, the Debtors will serve by first class mail, postage prepaid, copies of: (i) the Bid Procedures Order; and (ii) the Bid Procedures, Auction Date, and Sale Notice upon the following entities: (a) the Office of the United States Trustee for the District of Delaware; (b) counsel to the Committee; (c) all taxing authorities having jurisdiction over any of the assets subject to the sale, including the Internal Revenue Service; (d) the state/local environmental agencies in the jurisdictions where the Debtors own or lease real property; (e) all parties that have requested special notice

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pursuant to Bankruptcy Rule 2002 as of the date prior to the date of entry of the Bid Procedures Order; (f) all persons or entities known to the Debtors that have or have asserted a lien on, or security interest in, all or any portion of the Acquired Assets; (g) all Contract Parties; (h) counsel to the Stalking Horse Purchaser; (i) all Attorneys General for the states in which the Debtors conduct business; (j) counsel to the Relators; (k) all potential bidders previously identified or otherwise known to the Debtors and (l) any other creditors or parties of interest in these Chapter 11 Cases (collectively, the "**Notice Parties**").

6. On or before two (2) Business Days following entry of this Bid Procedure Order, the Debtors shall file and serve the Assumed Contract Notice to the counterparties to the Assumed Contracts. Counterparties to the Assumed Contracts<sup>3</sup> (each a "Counterparty", and together, the "Counterparties") must file and serve any objection to the assumption and assignment of any Assumed Contracts, including objections to any Cure Amount, by November

# 6, 2014, at 4:00 p.m. (Eastern Daylight Time).

7. Any Counterparty failing to timely file an objection to the Cure Amounts set forth in the Cure Notices shall be forever barred from objecting to the Cure Amounts and from asserting any additional cure or other amounts against the Debtors, its estate, and the Stalking Horse Purchaser with respect to its executory contract(s) or unexpired lease(s) and will be deemed to consent to the Sale and the proposed assumption and assignment of its executory contract(s) or unexpired lease(s). Notwithstanding anything to the contrary, no executory contract or unexpired lease will be assumed unless and until the occurrence of the Closing Date and in accordance with the terms of the Stalking Horse Purchase Agreement, including, without

<sup>&</sup>lt;sup>3</sup> The inclusion of any agreement as an Assumed Contract does not constitute an admission by the Debtors that such agreement actually constitutes an executory contract or unexpired lease under section 365 of the Bankruptcy Code, and the Debtors expressly reserve the right to challenge the status of any agreement included as an Assumed Contract up until the time of the Sale Hearing.

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limitation, the Stalking Horse Purchaser's right to exclude certain Assumed Contracts from assumption and assignment by providing written notice to the Debtors and the counter-party to any such agreements as required by the Stalking Horse Purchase Agreement.

8. Any other objections to the relief requested at the Sale Hearing or to the proposed form of the Sale Order shall be in writing, shall state the basis of such objection with specificity, and shall be filed with the Court on or before **November 6, 2014 at 4:00 p.m. (Prevailing Eastern Time)**, and served in accordance with the Auction and Hearing Notice so as to be received by (a) counsel for the Debtors; (b) counsel for the Committee; (c) the United States Trustee; and (d) counsel for the Stalking Horse Purchaser.

9. Compliance with the foregoing notice provisions shall constitute sufficient notice of the Debtors' proposed sale of the all of the Acquired Assets, the contemplated assumption and assignment of the Assumed Contracts and proposed amount of any Cure Amounts, and no additional notice of such contemplated transactions need be given.

10. If the Debtors receive one or more Qualified Bids other than the Stalking Horse Purchase Agreement by the Bid Deadline, the Debtors shall conduct an Auction of all of the Acquired Assets to determine the highest or otherwise best bid with respect to the Acquired Assets. No later than <u>November 10, 2014 at 12:00 p.m. (Prevailing Eastern Time)</u>, the Debtors will notify all Qualified Bidders, counsel to the Committee and counsel to the Stalking Horse Purchaser whether the Auction will occur. The Auction shall commence at <u>10:00 a.m.</u> (<u>Prevailing Eastern Time</u>) on November 11, 2014 at the offices of Greenberg Traurig, LLP, 200 Park Ave. New York, NY 10166, or at such other place and time as the Debtors shall notify all parties that submitted Qualified Bids.

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11. Counsel to the Debtors are authorized to hold and conduct the Auction in accordance with the Bid Procedures.

12. The hearing regarding the acceptance of the Successful Bid(s) and Backup Bid(s) shall be held on **November 13, 2014 at 2:00 p.m. (Prevailing Eastern Time)** (the "**Sale Hearing**") in the Courtroom of the Honorable Peter J. Walsh, and, subject to the terms of the Stalking Horse Purchase Agreement, may be adjourned from time to time without further notice other than an announcement in open court at the Sale Hearing.

13. Notwithstanding the possible applicability of Bankruptcy Rule 6004(h), 6006(d) and 7062 or otherwise, the terms and conditions of this Bid Procedures Order shall be immediately effective and enforceable upon its entry, and no automatic stay of execution shall apply to this Bid Procedures Order.

14. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation of this Bid Procedures Order.

Dated: Wilmington, Delaware \_\_\_\_\_, 2014

Honorable Peter J. Walsh United States Bankruptcy Judge

# EXHIBIT 1 TO BID PROCEDURES ORDER Bid Procedures

#### **BID PROCEDURES**

These bid procedures (the "**Bid Procedures**") set forth the process by which ATLS Acquisition, LLC; FGST Investments, Inc.; Polymedica Corporation; National Diabetic Medical Supply, LLC; Liberty Lane Development Company, Inc.; Liberty Healthcare Group, Inc.; Liberty Medical Supply, Inc.; Liberty Healthcare Pharmacy of Nevada; Liberty Lane Condominium Association, Inc.; and Liberty Marketplace, Inc. (collectively, the "Debtors") shall market their assets to interested parties and conduct a sale by auction (the "Auction").

On September 30, 2014, the Debtors filed their Motion for Entry of an Order (A)(I)Approving Bid Procedures Relating to the Sale of the Debtors' Assets; (II) Approving Bid Protections; (III) Scheduling a Hearing to Consider the Sale; (IV) Approving the Form and Manner of Notice of Sale by Auction; (V) Establishing Procedures for Noticing and Determining Cure Amounts; and (VI) Granting Related Relief; and (B)(I) Approving Asset Purchase Agreement and Authorizing the Sale of Certain Assets of Debtors Outside the Ordinary Course of Business; (II) Authorizing the Sale of Assets Free and Clear of All Liens, Claims, Encumbrances and Interests; (III) Authorizing the Assumption, Sale and Assignment of Certain Executory Contracts and Unexpired Leases; and (IV) Granting Related Relief (the "Motion") [Docket No. ], to be heard by the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") (i) on October 8, 2014 with respect to the Bid Procedures and the Bid Protections and (ii) on November 13, 2014 (or at such other time as the Bankruptcy Court may determine) with regard to all other matters related to the Motion (the "Sale Hearing"). On [ ], the Bankruptcy Court entered an Order (1) Approving Bid Procedures Relating to the Sale of the Debtors' Assets; (II) Approving Bid Protections; (III) Scheduling a Hearing to Consider the Sale; (IV) Approving the Form and Manner of Notice of Sale by Auction; (V) Establishing Procedures for Noticing and Determining Cure Amounts; and (VI) Granting Related Relief [Docket No. ] (the "Bid Procedures Order") thereby approving these Bid Procedures and the Bid Protections.

The Court has authorized the Debtors to enter into an asset purchase agreement (the **"Stalking Horse Purchase Agreement"**), attached to the Sale Order as <u>Exhibit 1</u> with Liberty Medical Operations, Inc., a Delaware corporation (collectively with any nominee or designee thereof, the **"Stalking Horse Purchaser"**) for the sale of substantially all of the Debtors' assets (the **"Acquired Assets"**).<sup>1</sup> Capitalized terms used in these Bid Procedures and not otherwise defined shall have the meanings ascribed to such terms in the Stalking Horse Purchase Agreement.

<sup>&</sup>lt;sup>1</sup> The Motion does not include the sale of the Debtors' mail order supply pharmacy business (the "LMSP Pharmacy") as the Debtors filed the Debtors' Motion to Establish Procedures for Sale of Mail Order Supply Pharmacy Business [Docket No. 1566] on September 17, 2014, which seeks to establish procedures for the sale of the LMSP Pharmacy.

Any party desiring to obtain a copy of the Stalking Horse Purchase Agreement or a form of Non-Disclosure Agreement (as defined below) may do so by contacting the Debtors' counsel at:

Greenberg Traurig, LLP 200 Park Avenue New York, NY 10166 Attn: Matthew L. Hinker Fax: (212) 801-6400 E-mail: hinkerm@gtlaw.com

The Debtors provide these Bid Procedures for use by Potential Bidders (as defined below) and Qualified Bidders (as defined below) in submitting bids proposing a transaction to purchase or otherwise acquire substantially all, or a portion, of the Acquired Assets, and, as necessary, qualifying for and participating in the Auction.

1. <u>Important Dates</u>

The Debtors shall:

- Assist Qualified Bidders in conducting their reasonable due diligence investigations;
- Negotiate, solicit and entertain offers for the sale of the Acquired Assets pursuant to the terms of these Bid Procedures;
- Accept Written Offers (as defined below) from Qualified Bidders (as defined below) until 5:00 p.m. (prevailing Eastern Time) on November 7, 2014;
- Select the Successful Bidder and Backup Bidder(s) (each as defined below) at the conclusion of the Auction to be held on November 11, 2014 at 10:00 a.m. (prevailing Eastern Time); and
- Seek authority to sell Acquired Assets to such Successful Bidder(s) at the Sale Hearing, to be held before the Bankruptcy Court on November 13, 2014 at 2:00 p.m. (prevailing Eastern Time).
- 2. <u>Assets to be Sold</u>

The Debtors seek to sell substantially all of their assets in their entirety as a going concern. Notwithstanding the foregoing, however, the Debtors will consider offers for all of the Acquired Assets or for portions thereof in the Debtors' discretion after consultation with the Committee. Prospective buyers may include in their offer assets that are not being acquired under the Stalking Horse Purchase Agreement or may exclude from their offer assets that are being acquired under the Stalking Horse Purchase Purchase Agreement.

# 3. Qualified Bidders, Non-Disclosure Agreements and Access to Data Room

Any person or entity wishing to bid on some or all of the Acquired Assets (each a "**Potential Bidder**") must deliver (unless previously delivered) to the Debtors a confidentiality and non-disclosure agreement (a "**Non-Disclosure Agreement**") in form and substance acceptable to the Debtors, provided, however, that any Non-Disclosure Agreements entered into after the date of the filing of the Sale Motion shall not be less restrictive than the Non-Disclosure Agreement entered into with the Stalking Horse Purchaser.

The Debtors will afford any Potential Bidder who executes and delivers a Non-Disclosure Agreement such reasonable due diligence access or additional information as may be reasonably requested by the Potential Bidder that the Debtors, in their business judgment, determine to be reasonable and appropriate. The Debtors will coordinate all reasonable requests for additional information and due diligence access from such Potential Bidders. The Debtors shall not be obligated to furnish any due diligence information after the conclusion of the Auction. Neither the Debtors nor their advisors are responsible for, or will bear liability with respect to, any information obtained by Potential Bidders in connection with due diligence. Notwithstanding anything contained herein to the contrary, the Debtors will decide what, if any, diligence information to make available to a particular Potential Bidder in their business judgment, and neither the Debtors nor their representatives will be obligated to furnish any information of any kind whatsoever to any party.

Potential Bidders seeking information about the qualification process should contact:

Greenberg Traurig, LLP 200 Park Avenue New York, NY 10166 Attn: Matthew L. Hinker Fax: (212) 801-6400 E-mail: hinkerm@gtlaw.com

or

Raymond James & Associates Inc. 277 Park Avenue (4<sup>th</sup> Floor) New York, NY 10172 Attn: Michael Pokrassa or Michael Ory Fax: (212) 885-1815 E-mail: michael.pokrassa@raymondjames.com

A "Qualified Bidder" is a Potential Bidder that (a) delivers a Non-Disclosure Agreement, (b) demonstrates to the Debtors in consultation with the Committee a reasonable likelihood of the ability to close on a proposed transaction in a timely manner (including the financial capability of the Potential Bidder to consummate the proposed transaction for the desired Acquired Assets and the ability to receive the necessary governmental, licensing, regulatory, or other approvals necessary for such proposed transaction), and (c) submits a Qualified Bid as set forth below. As promptly as practicable after a Potential Bidder delivers a

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Written Offer, and in all events by not later than 12:00 p.m. (prevailing Eastern Time) on the day preceding the Auction, the Debtors shall determine, and shall notify the Potential Bidder in writing, whether the Potential Bidder is a Qualified Bidder.

Qualified Bidders requesting information in connection with their due diligence should contact the Debtors' counsel or Raymond James & Associates Inc. as listed above. Notwithstanding the foregoing or anything else in these Bid Procedures, the Stalking Horse Purchaser is hereby determined to be a Qualified Bidder for all purposes at the Auction.

## 4. <u>Bid Protections for the Stalking Horse Purchaser</u>

Recognizing the Stalking Horse Purchaser's expenditure of time, energy and resources, the Debtors have agreed to provide certain bidding protections to the Stalking Horse Purchaser. As a result, the Debtors have agreed subject to the terms of the Stalking Horse Purchase Agreement to provide the Stalking Horse Purchaser with the following bid protections: (i) a breakup fee in an amount of \$1,395,000 (the **"Breakup Fee"**) and (ii) an amount equal to the lesser of (a) the aggregate documented, actual, reasonable out-of-pocket Transaction Expenses (as defined in the Stalking Horse Purchase Agreement and (b) \$500,000<sup>2</sup> (the **"Reimbursement Amount,"** and together with the Breakup Fee, the **"Bid Protections"**). The Bid Protections shall be payable to the Stalking Horse Purchaser pursuant to the terms and conditions set forth in the Stalking Horse Purchase Agreement.

# 5. <u>Requirements for a Qualified Bid</u>

In order to participate in the Auction, if any, a Qualified Bidder must deliver to the Debtors with a copy to counsel for the Committee a written offer (each, a **"Written Offer"**), which in order to be deemed a "Qualified Bid," must meet each of the requirements listed below or otherwise be deemed a Qualified Buyer by the Debtors in consultation Committee:

- (a) State that the Qualified Bidder is prepared to enter into a legally binding purchase and sale agreement for the acquisition of the Acquired Assets on terms and conditions no less favorable to the Debtors than the terms and conditions contained in the Stalking Horse Purchase Agreement (as determined by the Debtors in their business judgment after consultation with the Committee, and taking into account the Bid Protections);
- (b) Be accompanied by a clean and duly executed and binding asset purchase agreement (a "**Modified Purchase Agreement**");
- (c) Be accompanied by a marked Modified Purchase Agreement reflecting any variations from the Stalking Horse Purchase Agreement (including the exhibits and schedules thereto);

 $<sup>^{2}</sup>$  As set forth in the Stalking Horse Purchase Agreement, under certain circumstances, the Reimbursement Amount to which the Buyer may be entitled is capped at \$750,000.

- (d) Be accompanied by a list of any executory contracts or unexpired leases that are to be assumed and/or assigned under such Written Offer, to the extent such list is not included in the Modified Purchase Agreement;
- (e) Contain evidence of financing, access to funds or such other financial and other information that will reasonably allow the Debtors to make a determination as to such Qualified Bidder's financial and other capabilities to consummate the transactions contemplated by the Modified Purchase Agreement, which evidence is satisfactory to the Debtors in their discretion after consultation with the Committee including, without limitation, such financial and other information setting forth adequate assurance of future performance under section 365 of title 11 of the Bankruptcy Code in a form requested by the Debtors;
- (f) To the Debtors' satisfaction, (i) fully disclose the identity of each entity that will be bidding for the Acquired Assets or otherwise participating in connection with such bid, (ii) the terms of any such participation, and if an entity has been formed for the purpose of acquiring some, or all, of the Acquired Assets, the parties that will bear liability for any breach by such entity, and (iii) the ability of such parties to obtain any required government, licensing or regulatory approval in connection with the consummation of any proposed transaction;
- (g) State that the Written Offer is irrevocable until the closing of the transaction, if such Qualified Bidder is designated as a Successful Bidder or a Backup Bidder (each as defined below);
- (h) Not request or entitle the Qualified Bidder to any transaction or break-up fee, expense reimbursement, or similar type of payment;
- (i) Not contain any due diligence or financing contingencies;
- (j) Provide evidence of authorization and approval from the Qualified Bidder's board of directors (or comparable governing body) with respect to the submission, execution, delivery and closing of the Modified Purchase Agreement to the Debtors' satisfaction after consultation with the Committee;
- (k) Provide a good faith deposit (the "Good Faith Deposit") in the form of a wire transfer or such other form as is acceptable to the Debtors deposited into an escrow account in an amount equal to at least 10% of the purchase price set forth in the Written Offer;
- (1) Set forth the anticipated timeframe for (i) obtaining any required approvals, and (ii) consummating the proposed transactions;
- (m) Include a written acknowledgement by such Qualified Bidder that it agrees to the terms of the Bid Procedures;

- (n) Include such other information as may be reasonably requested in writing by the Debtors prior to the Auction;
- (o) Provide for a closing date (the "Closing Date") which shall be no later than 15 days after the date of the Sale Hearing or such later date as is acceptable to the Debtors; and
- (p) Specify whether the Qualified Bid is subject to approval by any regulatory body or governmental agency and, if so, what approvals are necessary.

Within one (1) day of receipt, the Debtors shall deliver electronically a copy of any Written Offer received to the Stalking Horse Purchaser. The Stalking Horse Purchase Agreement constitutes a Qualified Bid.

Any Good Faith Deposit accompanying a Written Offer that the Debtors determine not to be a Qualified Bid shall be returned promptly following such determination. Between the Bid Deadline (as defined below) and the Auction, the Debtors may negotiate or seek clarification of any Qualified Bid from a Qualified Bidder. Without the consent of the Debtors, a Qualified Bidder may not amend, modify or withdraw its Qualified Bid, except for proposed amendments to increase the amount or otherwise improve the terms of the Qualified Bid, during the period that such Qualified Bid is required to remain irrevocable and binding.

6. <u>Bid Deadline</u>

All Qualified Bids must be received prior to 5:00 p.m. (prevailing Eastern Time) on **November 7, 2014** (the "**Bid Deadline**"), by each of the parties listed below.

Debtors:	ATLS Acquisition, LLC 8881 Liberty Lane Port St. Lucie, FL 34952 Attention: Robert Rosenfeld Email: rsrosenfeld@rsrconsultingllc.com
Debtors' Counsel:	Greenberg Traurig, LLP
	200 Park Avenue New York, NY 10166 Attn: Matthew L. Hinker Fax: (212) 801-6400 E-mail: hinkerm@gtlaw.com
Raymond James:	Raymond James & Associates Inc. 277 Park Avenue (4 <sup>th</sup> Floor) New York, NY 10172 Attn: Michael Pokrassa & Michael Ory Fax: (212) 885-1815 E-mail: michael.pokrassa@raymondjames.com michael.ory@raymondjames.com

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Committee:	Lowenstein Sandler LLP
	65 Livingston Ave. Roseland, NJ 07068 Attn: Bruce Buechler Fax: (973) 597-2309 E-mail: bbuechler@lowenstein.com
Stalking Horse Counsel:	Pachulski Stang Ziehl & Jones LLP 10100 Santa Monica Blvd, Suite 1300 Los Angeles, CA 90067 Attention: Jeffrey N. Pomerantz Fax: (310) 201-0760 E-mail: jpomerantz@pszjlaw.com

## 7. Determination of Qualified Bids

Debtors shall, by no later than noon prevailing Eastern Time one (1) day prior to the Auction, (i) determine in their business judgment after consultation with the Committee, whether a Written Offer is a Qualified Bid and (ii) notify each Qualified Bidder submitting a Written Offer whether that Written Offer is a Qualified Bid and provide the Stalking Horse Purchaser with copies of each Qualified Bid.

## 8. <u>"As Is, Where Is"</u>

Except as otherwise provided in the applicable agreement, the sale of any or all of the Acquired Assets shall be on an "as is, where is" basis and without representations or warranties of any kind, nature or description by the Debtors, its agents or its estate except to the extent set forth in the applicable agreement of the Successful Bidder(s) as approved by the Bankruptcy Court. Except as otherwise provided in the applicable agreement, all of the Debtors' right, title and interest in and to the Acquired Assets subject thereto shall be sold free and clear of all Liens, Claims, Encumbrances, and Interests (as those terms are defined in the Stalking Horse Purchase Agreement) in accordance with sections 363 and 365 of the Bankruptcy Code, with such Liens, Claims, Encumbrances, and Interests to attach to the net proceeds of the sale of the Acquired Assets. Each Qualified Bidder shall be deemed to acknowledge and represent that it has had an opportunity to conduct any and all desired due diligence regarding the Acquired Assets prior to making its Qualified Bid, that it has relied solely upon its own independent review, investigation and/or inspection of any documents and/or the Acquired Assets in making its Qualified Bid, and that it did not rely upon any written or oral statements, representations, promises, warranties or guaranties whatsoever, whether express, implied, by operation of law or otherwise, regarding the Acquired Assets, or the completeness of any information provided in connection therewith or the Auction, except as expressly stated in these Bid Procedures or, as to the Successful Bidder(s), the terms of the transaction(s) as set forth in the applicable agreement.

# 9. <u>Auction</u>

In the event that, as the case may be, one or more Qualified Bids are received other than the Stalking Horse Purchaser's bid, the Debtors shall conduct an Auction of the Acquired Assets. The Auction shall be held on **November 11, 2014 at 10:00 a.m.** (prevailing Eastern Time) at the offices of Greenberg Traurig, LLP, 200 Park Ave. New York, NY 10166, or such other place as determined by the Debtors, and continue thereafter until completed.

Except as otherwise permitted in the Debtors' discretion, only the Debtors, the Committee, the holders of the Debtors' equity, and Qualified Bidders and their respective professionals shall be entitled to attend the Auction. Only a Qualified Bidder that submitted a Qualified Bid is eligible to participate in the Auction.

The Auction shall be governed by the following procedures:

- (a) Qualified Bidders shall appear in person at the Auction, or through a duly authorized representative.
- (b) Except with respect to subsections (e) and (f) below, the Debtors, may conduct the Auction, in the manner that they determine, in their business judgment and may adopt rules for the Auction at the Auction that, in the Debtors' business judgment, after consultation with the Committee, will better promote the goals of the Auction and that are not inconsistent with any of the provisions of the Bid Procedures Order or the Stalking Horse Purchase Agreement. All such rules will provide that: (i) the Auction procedures must be fair and open, and not intended to cause any participating Qualified Bidder to be disadvantaged in any material way as compared to any other participating Qualified Bidder, and (ii) all participating Qualified Bidders shall be entitled to be present for all bidding with the understanding that the true identity of each bidder (i.e., the principals submitting each bid) shall be fully disclosed to all other participating Qualified Bidders and that all material terms of each Qualified Bid will be fully disclosed to all other bidders throughout the entire Auction. Each bid by a Qualified Bidder at the Auction, if not inconsistent with the provisions of these Bid Procedures, shall be deemed to constitute a Qualified Bid.
- (c) The Debtors will arrange for the actual bidding at the Auction to be transcribed.
- (d) Each Qualified Bidder participating in the Auction will be expected to confirm at the Auction that it has not engaged in any collusion regarding these Bid Procedures with any other Qualified Bidder, the Auction or any proposed transaction relating to the Acquired Assets or a portion thereof.
- (e) At the Auction, the first bid for the Acquired Assets other than the offer of Stalking Horse Purchaser set forth in the Stalking Horse Purchase Agreement shall be considered only if it exceeds the purchase price set

forth in the Stalking Horse Purchase Agreement by a minimum of (i) the amount that would be owed if the Debtors would be required to pay the Bid Protections to the Stalking Horse Purchaser *plus* (ii) cash consideration in an amount not less than \$300,000. Subsequently, bidding will continue in minimum increments of at least \$300,000, with the specific increments for each round of bidding to be announced on the record at the Auction; provided, however, that the Debtors in consultation with the Committee shall be permitted to modify the amount of any subsequent overbid beyond the initial overbid in their reasonable business judgment.

- (f) The Stalking Horse Purchaser shall be permitted to credit bid the Bid Protections in each round of bidding.
- (g) All Qualified Bidders shall have the right to, at any time, request that the Debtors announce, subject to any potential new bids, the then current highest or best bid and, to the extent requested by any Qualified Bidder, use reasonable efforts to clarify any and all questions such Qualified Bidder may have regarding the Debtors' announcement of the then current highest or best bid.
- (h) In the Debtors' discretion, after consultation with the Committee, all Qualified Bidders shall have the right to submit additional bids and make additional modifications to the Stalking Horse Purchase Agreement or Modified Purchase Agreement, as applicable, at the Auction, <u>provided</u>, <u>however</u>, that any such modifications to the Stalking Horse Purchase Agreement or Modified Purchase Agreement, on an aggregate basis and viewed in whole, shall not be less favorable to the Debtors as determined by the Debtors.
- (i) Upon conclusion of the bidding, the Auction shall be closed, and the Debtors shall, as soon as practicable identify and determine in its business judgment, in consultation with the Committee, the highest and/or best Qualified Bid for the Acquired Assets (the "Successful Bid" and the entity or entities submitting such Successful Bid, the "Successful Bidder"), taking into account the Stalking Horse Purchaser's entitlement to the Bid Protection, if applicable, and advise the Qualified Bidders of such determination, and require the Successful Bidder (other than Stalking Horse Purchaser) to deliver an executed Stalking Horse Purchase Agreement or Modified Purchase Agreement prior to commencement of the Sale Hearing.
- (j) In addition, the Debtors, after consultation with the Committee, will determine which Qualified Bid, if any, is the next highest and/or best Qualified Bid and designate such Qualified Bid as a "Backup Bid" in the event the Successful Bidder fails to consummate the contemplated transaction. A Qualified Bidder that submitted a Qualified Bid that is designated a Backup Bid is a "**Backup Bidder**". Each Backup Bid shall remain open and binding until the later of (i) two business days after the

closing of the transaction(s) by which all of the Acquired Assets that were subject to such Backup Bid have been transferred to one or more Qualified Bidders pursuant to these Bid Procedures and (ii) fourteen (14) days after the date of the Auction, provided, however, that the Stalking Horse Purchaser shall not be required to keep its bid open beyond the Outside Date (as defined in the Stalking Horse Purchase Agreement).

(k) Following the conclusion of the Auction, the Debtors may resume bidding on such procedures determined by the Debtors in their discretion for the sale of discrete assets not sold to the Successful Bidder, after consultation with the Committee, provided, however, the Debtors shall not sell any discrete assets that are necessary to fulfill the Debtors' obligations under the Transition Services Agreement (as defined in the Stalking Horse Purchase Agreement).

# 10. <u>Sole Qualified Bid</u>

If the Stalking Horse Purchase Agreement is the only Qualified Bid submitted by the Bid Deadline, the Debtors shall not hold an Auction and instead shall request at the Sale Hearing that the Bankruptcy Court approve the Stalking Horse Purchase Agreement.

# 11. <u>Sale Hearing</u>

The Sale Hearing will be held before the Honorable Peter J. Walsh on <u>November 13.</u> <u>2014 at 2:00 p.m.</u> (prevailing Eastern Time) at the United States Bankruptcy Court for the District of Delaware, located in Courtroom 2, Sixth Floor, 824 Market Street, Wilmington, DE 19801. At the Sale Hearing, the Debtors shall present the results of the Auction to the Bankruptcy Court and seek approval for the Successful Bid and any Backup Bid(s). The Debtors shall pay to the Stalking Horse Purchaser a sum equal to the Bid Protections as required under the Stalking Horse Purchase Agreement without further order of the Bankruptcy Court.

Following the Sale Hearing approving the transaction with respect to the Acquired Assets to the Successful Bidder, if such Successful Bidder fails to consummate an approved transaction for any reason, the appropriate Backup Bidder(s) shall be designated the Successful Bidder and the Debtors shall be authorized to effect such transaction without further order of the Bankruptcy Court. The Successful Bidder and Backup Bidder (if any) should be represented by counsel at the Sale Hearing.

# 12. <u>Consummation of the Purchase</u>

(a) Closing Date; Good Faith Deposit

The Successful Bidder shall consummate the sale transaction contemplated by the Successful Bid (the "<u>Purchase</u>") on or before the Closing Date. If a Successful Bidder successfully consummates an approved transaction by the Closing Date, such Successful Bidder's Good Faith Deposit shall be applied to the purchase price in such transaction.

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If the Successful Bidder either fails to consummate the Purchase on or before the Closing Date, breaches the Stalking Horse Purchase Agreement or Modified Purchase Agreement or otherwise fails to perform, the Debtors shall, without further order of the Bankruptcy Court, deem the Successful Bidder to be a "Defaulting Buyer," at which time the Successful Bid shall be deemed rejected.

Subject to Stalking Horse Purchaser's rights to the Bid Protections, the Debtors shall be entitled to (i) retain the Good Faith Deposit as part of its damages resulting from the breach or failure to perform by the Defaulting Buyer, and (ii) seek all available damages from such Defaulting Buyer occurring as a result of such Defaulting Buyer's failure to perform.

## (b) <u>Back-Up Purchase</u>

Upon a determination by the Debtors that the Successful Bidder is a Defaulting Buyer, the Debtors shall consummate a sale transaction with the Backup Bidder on the terms and conditions of the Backup Bid (the **"Backup Purchase"**) without further order of the Bankruptcy Court.

If a Backup Bidder consummates a Backup Purchase, the Good Faith Deposit of such Backup Bidder will be applied to the purchase price in such transaction. In the event that the Debtors seek to consummate a Backup Purchase with a Backup Bidder and such Backup Bidder fails to consummate the Backup Purchase on or before the alternative Closing Deadline, breaches the Asset Purchase Agreement or Modified Purchase Agreement as the case may be, or otherwise fails to perform, the Debtors may, in their discretion and without further order of the Bankruptcy Court, deem such Backup Bidder to be a Defaulting Buyer.

## 13. <u>Return of Good Faith Deposits</u>

Good Faith Deposits of all Qualified Bidders shall be held in an interest-bearing escrow account. Except for the Successful Bidder and the Backup Bidder(s), the Debtors shall hold the Good Faith Deposits of all Qualified Bidders that submit Written Offers until three (3) business days after the closing of the sale with the Successful Bidder or such other bidder who acquires some or all of the Acquired Assets.

The provisions of Paragraphs 12(a), 12(b) and 13 shall not apply to the Stalking Horse Purchaser. If the Stalking Horse Purchaser is the Successful Bidder or the Backup Bidder, as the case may be, then the Deposit shall be applied or returned, as the case may be, as set forth in the Stalking Horse Purchase Agreement and the Debtors' rights against the Stalking Horse Purchaser if the Stalking Horse Purchaser defaults, shall be limited as set forth in the Stalking Horse Purchaser defaults, shall be limited as set forth in the Stalking Horse Purchaser defaults.

# **EXHIBIT 2 TO BID PROCEDURES ORDER Bid Procedures, Auction Date, and Sale Notice**

### IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE

In re:

ATLS Acquisition, LLC, et al.,<sup>1</sup>

Debtors.

Chapter 11

Case No. 13-10262-PJW

(Jointly Administered)

# **BID PROCEDURES, AUCTION DATE, AND SALE HEARING NOTICE**

## PLEASE TAKE NOTICE THAT:

1. On September 30, 2014, the above-captioned debtors and debtors-in-possession (the "**Debtors**")<sup>2</sup> filed their Motion for Entry of Orders: (A)(I) Approving Bid Procedures Relating to Sale of the Debtors' Assets; (II) Approving Bid Protections; (III) Scheduling a Hearing to Consider the Sale; (IV) Approving the Form and Manner of Notice of Sale By Auction; (V) Establishing Procedures for Noticing and Determining Cure Amounts; and (VI) Granting Related Relief; and (B)(I) Approving Asset Purchase Agreement and Authorizing the Sale of Certain Assets of the Debtors Outside of the Ordinary Course of Business; (II) Authorizing the Sale of Assets Free and Clear of All Liens, Claims, Encumbrances and Interests; (III) Authorizing the Assumption, Sale and Assignment of Certain Executory Contracts and Unexpired Leases; and (IV) Granting Related Relief [Docket No. \_\_\_\_] (the "Motion") with the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court").

2. By order dated [\_\_\_\_], the Bankruptcy Court approved the Bid Procedures and the Motion [Docket No. \_\_] (the "Bid Procedures Order"). Pursuant to the Bid Procedures Order, the Debtors were authorized to enter into that certain Asset Purchase Agreement dated September 30, 2014 (the "Stalking Horse Purchase Agreement") with Liberty Medical Operations, Inc., a Delaware corporation (collectively with any nominee or designee thereof, the "Stalking Horse Purchaser"). Pursuant to the Stalking Horse Purchase Agreement, Stalking Horse Purchaser seeks to acquire substantially all assets of the Debtors' estates for consideration consisting of (i) \$13,000,000 in cash at closing; plus assumption of the Assumed Liabilities which, Assumed Liabilities are estimated to be at least \$33,500,000. Accordingly, the value of the bid by the Stalking Horse Purchaser is \$46,500,000 or more.

3. In the event that the Debtors receive one or more Qualified Bids other than the Stalking Horse Purchaser's bid by the Bid Deadline, the Debtors shall conduct an Auction of the

<sup>&</sup>lt;sup>1</sup> The Debtors, along with the last four digits of each Debtor's tax identification number, are: ATLS Acquisition, LLC (9167); FGST Investments, Inc. (2110); Polymedica Corporation (3368); National Diabetic Medical Supply, LLC (0748); Liberty Lane Development Company, Inc. (1974); Liberty Healthcare Group, Inc. (6555); Liberty Medical Supply, Inc. (3983); Liberty Healthcare Pharmacy of Nevada (9809); Liberty Lane Condominium Association, Inc. (7018); and Liberty Marketplace, Inc. (8500). The Debtors' business address is 8881 Liberty Lane, Port St. Lucie, FL 34952.

<sup>&</sup>lt;sup>2</sup> Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Motion or the Stalking Horse Purchase Agreement as the case may be.

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Acquired Assets to determine the highest or otherwise best bid with respect to the Acquired Assets. No later than November 10, 2014 at 12:00 p.m. (prevailing Eastern Time), the Debtors will notify all Qualified Bidders, counsel to the Committee and counsel to the Stalking Horse Purchaser whether the Auction will occur. The Auction shall commence at 10:00 a.m. (prevailing Eastern Time) on November 11, 2014 at the offices of Greenberg Traurig, LLP, 200 Park Ave., New York, NY 10166 or such other place as may be designated by the Debtors.

4. The Sale Hearing to consider approval of the sale of the Acquired Assets to the Stalking Horse Purchaser or to the Successful Bidder at the Auction, as applicable, free and clear of all Liens, Claims, Encumbrances and Interests, will be held before the Honorable Peter Walsh, United States Bankruptcy Judge, District of Delaware, 824 Market Street, 5<sup>th</sup> Floor, Wilmington, Delaware 19801, Courtroom 5 on <u>November 13, 2014 at 2:00 p.m. (prevailing Eastern Time)</u>, or on such other date as the Court may direct. The Sale Hearing may be adjourned from time to time without further notice to creditors or parties in interest other than by announcement of the adjournment in open court on the date scheduled for the Sale Hearing.

5. Objections, if any, to the proposed Sale must: (a) be in writing; (b) comply with the Bankruptcy Rules and the Local Rules; (c) be filed with the Clerk of the United States Bankruptcy Court for the District of Delaware, 824 Market Street, 3<sup>rd</sup> Floor, Wilmington, Delaware 19801; and (d) be served so as to be received by: (i) the Debtors; (ii) counsel to the Debtors; (iii) counsel to the Committee; (iv) the Office of the United States Trustee; (v) counsel to the Stalking Horse Purchaser, Pachulski Stang Ziehl & Jones LLP, 10100 Santa Monica Boulevard, Suite 1300, Los Angeles, CA 90067, Attn: Jeffrey N. Pomerantz; and (vi) all parties entitled to notice pursuant to Bankruptcy Rule 2002, in accordance with Local Bankruptcy Rule 2002-1(b) on or before November 6, 2014 at 4:00 p.m. (prevailing Eastern Time). UNLESS AN OBJECTION IS TIMELY SERVED AND FILED IN ACCORDANCE WITH THIS NOTICE, IT MAY NOT BE CONSIDERED BY THE BANKRUPTCY COURT AND THE BANKRUPTCY COURT MAY GRANT THE RELIEF REQUESTED WITHOUT FURTHER HEARING AND NOTICE.

6. This Bid Procedures, Auction Date, and Sale Hearing Notice is subject to the fuller terms and conditions of the Bid Procedures Order, with such Bid Procedures Order controlling in the event of any conflicts, and the Debtors encourage parties-in-interest to review such documents in their entirety. Parties interested in receiving more information regarding the sale of the Assets and/or copies of any related document, including the Asset Purchase Agreement or the Bid Procedures Order may make a written request to: (a) the investment bankers to the Debtors, Raymond James, 277 Park Ave., 4th Floor, New York, NY 10172, Attn: Michael Pokrassa; or counsel to the Debtors, Greenberg Traurig LLP, 200 Park Ave. New York, NY 10028, Attn: Matthew L. Hinker. In addition, copies of the Bid Procedures Order and this Notice can be found on (i) the Court's website, www.deb.uscourts.gov; and (ii) <u>http://dm.epiq11.com/AAL/Project</u>, and are on file with the Clerk of the United States Bankruptcy Court for the District of Delaware, 824 Market Street, 3<sup>rd</sup> Floor, Wilmington, Delaware 19801

Dated:

Respectfully Submitted,

GREENBERG TRAURIG, LLP

Dennis A. Meloro (DE Bar. No. 4435) 1007 North Orange Street, Suite 1200 Wilmington, Delaware 19801 Telephone: 302-661-7000 Facsimile: 302-661-7360 Email: melorod@gtlaw.com

-and-

Nancy A. Mitchell Matthew L. Hinker 200 Park Avenue New York, New York 10166 Telephone: (212) 801-9200 Facsimile: (212) 6400 Email: mitchelln@gtlaw.com hinkerm@gtlaw.com

Counsel for the Debtors and Debtors-in-Possession

# EXHIBIT 3 TO BID PROCEDURES ORDER Assumed Contracts Notice

### IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE

In re:

ATLS Acquisition, LLC, et al.,<sup>1</sup>

Debtors.

Chapter 11

Case No. 13-10262-PJW

(Jointly Administered)

# NOTICE OF (I) POTENTIAL ASSUMPTION OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES, (II) FIXING OF CURE AMOUNTS, AND (III) DEADLINE TO OBJECT THERETO

**PLEASE TAKE NOTICE** that on \_\_\_\_\_\_, 2014, the United States Bankruptcy Court for the District of Delaware entered an Order [Docket No. \_\_\_\_\_] (the "**Bid Procedures Order**") on the motion (the "**Motion**") of the above-captioned debtors and debtors-in-possession (the "**Debtors**") (i) approving certain bid procedures, including the bid protections as set forth in that certain Asset Purchase Agreement dated September \_\_\_\_, 2014 (the "**Stalking Horse Purchase Agreement**") with Liberty Medical Operations, Inc., a Delaware corporation (collectively with any nominee or designee thereof, the "**Stalking Horse Purchaser**"), with respect to the proposed sale (the "**Sale**") of substantially all of the assets of the Debtors, (ii) scheduling a hearing on the Sale and setting objection and bidding deadlines with respect to the Motion), (iv) establishing procedures to determine cure amounts and deadlines for objections for certain contracts and leases to be assumed and assigned by the Debtors; and (v) granting related relief.

**PLEASE TAKE FURTHER NOTICE** that pursuant to the Bid Procedures Order, the Debtors have indicated each potentially assumable and assignable executory contract and unexpired lease (each, an "Assumed Contract" and collectively, the "Assumed Contracts") on **Exhibit A** annexed to this Notice. In addition, for each Assumed Contract, the Debtors have estimated the amounts owed under such Assumed Contract including the actual pecuniary loss to the non-debtor party resulting from any defaults under such Assumed Contract including, but not limited to, all claims, demands, rights to refunds due to overpayments that the non-debtor parties can assert under the Assumed Contracts whether legal or equitable, secured or unsecured, matured or unmatured, contingent or non-contingent, liquidated or unliquidated, senior or subordinate, relating to money now owing or owing in the future, arising under or out of, in connection with, or in any way relating to the Assumed Contracts (the foregoing amounts are collectively referred to as the "**Cure Amounts**") calculated as of [\_\_\_\_\_]. The Cure Amount for an Assumed Contract represents the amount the Debtors believe must be paid to compensate

<sup>&</sup>lt;sup>1</sup> The Debtors, along with the last four digits of each Debtor's tax identification number, are: ATLS Acquisition, LLC (9167); FGST Investments, Inc. (2110); Polymedica Corporation (3368); National Diabetic Medical Supply, LLC (0748); Liberty Lane Development Company, Inc. (1974); Liberty Healthcare Group, Inc. (6555); Liberty Medical Supply, Inc. (3983); Liberty Healthcare Pharmacy of Nevada (9809); Liberty Lane Condominium Association, Inc. (7018); and Liberty Marketplace, Inc. (8500). The Debtors' business address is 8881 Liberty Lane, Port St. Lucie, FL 34952.

the non-Debtor parties for any actual and pecuniary losses arising from any defaults under such Assumed Contract in connection with the potential assumption and/or assignment of such Assumed Contract.

**PLEASE TAKE FURTHER NOTICE** that objections to the Cure Amounts, whether or not such party previously has filed a proof of claim with respect to amounts due under the applicable Assumed Contract, and/or objections to the potential assumption of such Assumed Contract, must be filed with the Bankruptcy Court by and served, together with all documentation supporting such cure claim or objection, so as to be received by <u>November 6,</u> **2014 at 4:00 p.m.** (prevailing Eastern Time) on the Debtors' counsel, Greenberg Traurig, LLP, Attn: Nancy A. Mitchell, Esq. and Matthew L. Hinker, Esq., 200 Park Avenue, New York, NY 10166, and on counsel to the Stalking Horse Purchaser, Pachulski Stang Ziehl & Jones, LLP, Attention: Jeffrey N. Pomerantz, 10100 Santa Monica Boulevard, Suite 1300, Los Angeles, CA 90067. In the event no objection is timely filed with respect to an Assumed Contract, the non-Debtor counterparty to such Assumed Contract shall be deemed to have consented to the Cure Amount proposed by the Debtors.

**PLEASE TAKE FURTHER NOTICE** that the Debtor and Stalking Horse Purchaser or the Successful Bidder (each as defined in the Bid Procedures Order), as applicable, reserve the right to designate which, if any, executory contracts or unexpired leases will be assumed and assigned, and any alternative purchaser may designate which executory contracts or unexpired leases it wishes to assume and assign. Inclusion of a contract or lease on **Exhibit A** hereto does not indicate that the Stalking Horse Purchaser or Successful Bidder will determine to have the Debtors assume and seek assignment of such contract or lease.

**PLEASE TAKE FURTHER NOTICE** that if the Debtors amend the list of Assumed Contracts to add any additional contracts and/or reduce the Cure Amounts annexed hereto, the affected non-Debtor party(ies) shall be provided prompt notice and shall have seven (7) calendar days from the date of such service to object thereto.

**PLEASE TAKE FURTHER NOTICE** that the inclusion of a contract or lease on **Exhibit A** hereto shall not constitute or be deemed a determination or an admission by the Debtors that such document is in fact, an executory contract or unexpired lease within the meaning of section 365 of the Bankruptcy Code (all rights with respect thereto being expressly reserved).

**PLEASE TAKE FURTHER NOTICE** that a hearing to consider approval of the Sale and to determine the Cure Amounts and assumption or assignment issues for any parties to Assumed Contracts that filed objections and that have been designated to be assumed and assigned will be held on <u>November 13, 2014 at 2:00 p.m.</u> (prevailing Eastern Time) before the Honorable Peter J. Walsh at the United States Bankruptcy Court for the District of Delaware, 824 North Market Street, 6th Floor, Courtroom #2, Wilmington, Delaware 19801.

PLEASE TAKE FURTHER NOTICE that notwithstanding anything herein to the contrary and subject to the Stalking Horse Purchase Agreement, the Stalking Horse Purchaser may remove any Contract from the list of Assumed Contracts (and thereby exclude such Contract from the definition of Assumed Contracts) pursuant to the terms of the Stalking Horse Purchase Agreement.

PLEASE TAKE FURTHER NOTICE THAT pursuant to the Motion, the Debtors and the Stalking Horse Purchaser are requesting an order from the Court (the "Sale Order") which will provide, among other things, that the Debtors' assignment of the Assumed Contracts to Stalking Horse Purchaser under the provisions of the Sale Order and any additional orders of this Court and payment of any Cure Amount, no default shall exist under any Assumed Contract, and no counterparty to any Assumed Contract shall be permitted (a) to declare a default by Stalking Horse Purchaser under such Assumed Contract or (b) otherwise take action against Stalking Horse Purchaser as a result of Debtors' financial condition, bankruptcy or failure to perform any of its obligations under the relevant Assumed Contract. If the Court enters the Sale Order, each non-debtor party to an Assumed Contract hereby will be forever barred, estopped, and permanently enjoined from (i) asserting against the Debtors or Stalking Horse Purchaser, or the property of any of them, any default or claim arising out of any indemnity obligation or warranties for acts or occurrences arising prior to or existing as of the Closing, including those constituting Excluded Liabilities or, against Stalking Horse Purchaser, any counterclaim, defense, setoff, recoupment, claim of refund or any other Claim asserted or assertable against the Debtors; (ii) imposing or charging against Stalking Horse Purchaser any rent accelerations, assignment fees, increases or any other fees as a result of the Debtors' assumption and assignment to Stalking Horse Purchaser of any Assumed Contract in accordance with the Stalking Horse Purchase Agreement; or (iii) contesting the Cure Amount.

Dated: \_\_\_\_\_, 2014

Respectfully Submitted,

GREENBERG TRAURIG, LLP

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Counsel for the Debtors and Debtors-in-Possession

EXHIBIT B

## IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE

In re:

ATLS Acquisition, LLC, et al.,<sup>1</sup>

Debtors'.

Chapter 11

Case No. 13-10262-PJW

(Jointly Administered)

**Ref. Docket No:** 

# ORDER (I) APPROVING ASSET PURCHASE AGREEMENT AND AUTHORIZING THE SALE OF CERTAIN ASSETS OF DEBTORS' OUTSIDE THE ORDINARY COURSE OF BUSINESS; (II) AUTHORIZING THE SALE OF ASSETS FREE AND CLEAR OF ALL LIENS, CLAIMS, ENCUMBRANCES AND INTERESTS; (III) AUTHORIZING THE ASSUMPTION, SALE AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES; AND (IV) GRANTING RELATED RELIEF

Upon the motion (the "**Motion**")<sup>2</sup> of the above-captioned debtors and debtors-inpossession (the "**Debtors**" or "**Seller**") for an order, under Bankruptcy Code sections 105(a), 363, 365, 503 and 507, Bankruptcy Rules 2002, 6004, 6006, 9007, 9008 and 9014 and Rule 6004-1 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the "**Local Rules**"), authorizing and approving, among other things, (a) the proposed sale of substantially all of the assets (the "**Acquired Assets**") of the Debtors free and clear of all Liens, Claims, Encumbrances, and Interests other than the Assumed Liabilities; (b) entry into an Asset Purchase Agreement with Liberty Medical Operations, Inc., a Delaware corporation (collectively with any nominee or designee thereof, the "**Stalking Horse Purchaser**"), dated September 30, 2014, a copy of which is attached hereto as <u>Exhibit 1</u> (the

<sup>&</sup>lt;sup>1</sup> The Debtors, along with the last four digits of each Debtors' tax identification number, are: ATLS Acquisition, LLC (9167); FGST Investments, Inc. (2110); Polymedica Corporation (3368); National Diabetic Medical Supply, LLC (0748); Liberty Lane Development Company, Inc. (1974); Liberty Healthcare Group, Inc. (6555); Liberty Medical Supply, Inc. (3983); Liberty Healthcare Pharmacy of Nevada (9809); Liberty Lane Condominium Association, Inc. (7018); and Liberty Marketplace, Inc. (8500). The Debtors' business address is 8881 Liberty Lane, Port St. Lucie, FL 34952.

<sup>&</sup>lt;sup>2</sup> Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Motion or in the Stalking Horse Purchase Agreement, as applicable.

"Stalking Horse Purchase Agreement"); (c) assumption and assignment of those contracts of the Debtors listed on Schedule 2.5(a) of the Stalking Horse Purchase Agreement (the "Assumed **Contracts**") and assignment of the Assumed Contracts to Stalking Horse Purchaser; and (d) other related relief, and the Court having entered an order approving the bid procedures (the "Bid Procedures") and granting related relief on \_\_\_\_\_, 2014 [Docket No. \_\_\_] (the "Bid Procedures Order"); an Auction having been conducted pursuant to the terms of the Bid Procedures Order on \_\_\_\_\_\_, 2014, the Debtors, after consultation with the Committee as contemplated by the Bid Procedures Order having identified the bid by Stalking Horse Purchaser made at the Auction as the highest or otherwise best bid for the Acquired Assets, and the Court having conducted a hearing on the Motion commencing on, November 13, 2014 (the "Sale Hearing") at which time all interested parties were offered an opportunity to be heard with respect to the Motion; and the Court having (a) reviewed and considered the Motion, all relief related thereto, the objections thereto and statements of counsel and the evidence presented in support of the relief requested by the Debtors in the Motion at the Sale Hearing and (b) found that, after an extensive marketing process by the Debtors, the Stalking Horse Purchaser has submitted the highest or otherwise best bid for the Acquired Assets; and adequate and sufficient notice of the Bid Procedures, the Stalking Horse Purchase Agreement, and all transactions contemplated thereunder and in this Sale Order were given in the manner directed by the Court in the Bid Procedures Order; and reasonable and adequate notice of the Motion having been provided to all persons required to be served in accordance with the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules; and all interested parties having been afforded an opportunity to be heard with respect to the Motion and all relief related thereto; and jurisdiction existing for the Court to consider the Motion; and after due deliberation thereon; and upon the

arguments and statements in support of the Motion presented at the hearing before the Court; and it appearing that the relief requested in the Motion is in the best interests of the Debtors, their estates, creditors, and other parties in interest; and it further appearing that the legal and factual bases set forth in the Motion and at the Sale Hearing establish just cause for the relief granted herein; and after due deliberation thereon; and good and sufficient cause appearing therefor;

# THE COURT HEREBY MAKES THE FOLLOWING FINDINGS:<sup>3</sup>

A. <u>Jurisdiction and Venue</u>. This Court has jurisdiction to consider this Motion under 28 U.S.C. §§ 157 and 1334. This is a core proceeding under 28 U.S.C. § 157(b). Venue of these cases and this Motion in this District is proper under 28 U.S.C. §§ 1408 and 1409.

B. <u>Statutory Predicates</u>. The statutory predicates for the relief sought in the Motion are Bankruptcy Code sections 105(a), 363, 365, 503 and 507, Bankruptcy Rules 2002, 6004 and 6006, 9007, 9008 and 9014, and Local Rule 6004-1.

C. <u>Final Order</u>. This Sale Order constitutes a final order within the meaning of 28 U.S.C. § 158(a). Notwithstanding Bankruptcy Rules 6004(h) and 6006(d), and to any extent necessary under Bankruptcy Rule 9014 and Rule 54(b) of the Federal Rules of Civil Procedure, as made applicable by Bankruptcy Rule 7054, this Court expressly finds that there is no just reason for delay in the implementation of this Sale Order, and expressly directs entry of judgment as set forth herein.

D. <u>Notice</u>. Actual written notice of the Motion and the relief requested therein (including the assumption and assignment of the Assumed Contracts to Stalking Horse Purchaser or its designee and any Cure Amounts related thereto) was provided to the following parties (the "**Notice Parties**"): (a) the Office of the United States Trustee for the District of Delaware; (b)

<sup>&</sup>lt;sup>3</sup> Findings of fact shall be construed as conclusions of law and conclusions of law shall be construed as findings of fact when appropriate. *See* Bankruptcy Rule 7052.

counsel to the Committee; (c) all taxing authorities having jurisdiction over any of the assets subject to the sale, including the Internal Revenue Service; (d) the state/local environmental agencies in the jurisdictions where the Debtors own or lease real property; (e) all parties that have requested special notice pursuant to Bankruptcy Rule 2002 as of the date prior to the date of entry of the Bid Procedures Order; (f) all persons or entities known to the Debtors that have or have asserted a lien on, or security interest in, all or any portion of the Acquired Assets; (g) all Contract Parties; (h) counsel to the Stalking Horse Purchaser; (i) all Attorneys General for the states in which the Debtors conduct business; (j) all state, local or federal agencies having jurisdiction over any aspect of the Debtors' business operations; (k) counsel to the Relators; (l) all potential bidders previously identified or otherwise known to the Debtors; and (m) all known creditors of the Debtors. The Sale Notice was also published in the national edition of the USA Today.

E. Notice of the Sale, the Motion, the time and place of the proposed Auction, the time and place of the Sale Hearing and the time for filing objections to the Motion (the "Sale Notice") was reasonably calculated to provide all interested parties with timely and proper notice of the Sale, the Auction and the Sale Hearing.

F. As evidenced by the affidavits of service previously filed with the Court, proper, timely, adequate, and sufficient notice of the Motion, Stalking Horse Purchase Agreement, Sale Hearing, Sale and transactions contemplated thereby, has been provided in accordance with the Bid Procedures Order, Bankruptcy Code sections 105(a), 363 and 365 and Bankruptcy Rules 2002, 6004, 6006, 9007 and 9008. The Debtors have complied with all obligations to provide notice of the Motion as required by the Bid Procedures Order. The notices described above were good, sufficient, and appropriate under the circumstances, and no other or further notice of the

Motion, Stalking Horse Purchase Agreement, Auction or Sale Hearing is or shall be required. The disclosures made by the Debtors concerning the Motion, the Stalking Horse Purchase Agreement, the Auction and Sale Hearing were good, complete, and adequate.

G In accordance with the Bid Procedures Order, the Debtors have served a notice ("Cure Notice") of the potential assumption and assignment of the Assumed Contracts which Cure Notice identifies all defaults and actual pecuniary loss to the non-debtor party resulting from such defaults including, but not limited to, all claims, demands, charges, rights to refunds and monetary and non-monetary obligations that the non-debtor parties can assert under the Assumed Contracts whether legal or equitable, secured or unsecured, matured or unmatured, contingent or non-contingent, liquidated or unliquidated, senior or subordinate, relating to money now owing or owing in the future, arising under or out of, in connection with, or in any way relating to the Assumed Contracts (the foregoing amounts as stated in the Cure Notice, collectively referred to as the "Cure Amounts") upon each non-debtor counterparty to an Assumed Contract. The service and provision of the Cure Notice was good, sufficient and appropriate under the circumstances and no further notice need be given in respect of assumption and assignment of the Assumed Contracts or establishing a Cure Amount for the respective Assumed Contract. Non-debtor counterparties to the Assumed Contracts have had an adequate opportunity to object to assumption and assignment of the applicable Assumed Contract and the Cure Amount set forth in the Cure Notice (including objections related to the adequate assurance of future performance and objections based on whether applicable law excuses the non-debtor counterparty from accepting performance by, or rendering performance to, Buyer for purposes of section 365(c)(1) of the Bankruptcy Code). The deadline to file an objection to the stated Cure Amounts (a "Cure Objection") has expired and to the extent any such party timely filed a Cure

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Objection, all such Cure Objections have been resolved, withdrawn, overruled, or continued to a later hearing by agreement of the parties. To the extent that any such party did not timely file a Cure Objection by 5:00 p.m. (prevailing Eastern Time) on \_\_\_\_\_, 2014 (the "**Cure Objection Deadline**"), such party shall be deemed to have consented to (i) the assumption and assignment of the Assumed Contract and (ii) the proposed Cure Cost set forth on the Cure Notice.

H. <u>Corporate Authority</u>. (i) The Debtors have full corporate power and authority to execute the Stalking Horse Purchase Agreement and all other documents contemplated thereby and the Debtors' sale of the Acquired Assets has been duly and validly authorized by all necessary corporate action, (ii) the Debtors have all of the corporate power and authority necessary to consummate the transactions contemplated by the Stalking Horse Purchase Agreement, (iii) the Debtors have taken all corporate action necessary to authorize and approve the Stalking Horse Purchase Agreement and the consummation of the transactions contemplated thereby, and (iv) no consents or approvals, other than those expressly provided for in the Stalking Horse Purchase Agreement, are required for the Debtors to consummate such transactions.

I. The Stalking Horse Purchase Agreement was not entered into for the purpose of hindering, delaying or defrauding creditors under the Bankruptcy Code or under the laws of the United States, any state, territory, possession or the District of Columbia. Neither the Debtors nor Stalking Horse Purchaser is entering into the transactions contemplated by the Stalking Horse Purchase Agreement fraudulently for the purpose of statutory and common law fraudulent conveyance and fraudulent transfer claims.

J. The Debtors are the sole and lawful owner of the Acquired Assets. Subject to Bankruptcy Code sections 363(f) and 365(a), the transfer of each of the Acquired Assets to

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Stalking Horse Purchaser, in accordance with the Stalking Horse Purchase Agreement will be, as of the Closing Date (as defined in the Stalking Horse Purchase Agreement), a legal, valid, and effective transfer of the Acquired Assets, which transfer vests or will vest Stalking Horse Purchaser with all right, title, and interest of the Debtors to the Acquired Assets free and clear of all Liens, Encumbrances, Claims and Interests (as defined in the Stalking Horse Purchase Agreement) (collectively, "Liens"). Claims, as defined in the Asset Purchase Agreement shall include, but not be limited to, all debts arising under, relating to, or in connection with any act of the Debtors or claims liabilities, obligations, demands, guaranties, options, rights, contractual commitments, restrictions, restrictive covenants, covenants not to compete, rights to refunds, escheat obligations, interests and matters of any kind and nature, whether arising prior to or subsequent to the commencement of these cases, and whether imposed by agreement applicable law, equity or otherwise (including, without limitation, rights with respect to claims, Liens, Claims, Encumbrances, and Interests (i) that purport to give to any party a right of setoff or recoupment against, or a right or option to effect any forfeiture, modification, profit sharing interest, right of first refusal, purchase or repurchase right or option, or termination of, any of the Debtors' or Stalking Horse Purchaser's interests in the Acquired Assets, or any similar rights, (ii) in respect of taxes owed by the Debtors for periods prior to the Closing Date, including, but not limited to, sales, income, use or any other type of tax; or (iii) in respect of restrictions, rights of first refusal, charges or interests of any kind or nature, if any, including, without limitation, any restriction of use, voting, transfer, receipt of income or other exercise of any attributes of ownership) relating to, accruing or arising any time prior to the Closing Date, with the exception of the Assumed Liabilities.

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K. <u>Sale in Best Interests of the Debtors' Estates</u>. Good and sufficient reasons for approval of the Stalking Horse Purchase Agreement and the transactions to be consummated in connection therewith (the "Sale") have been articulated, and the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors and other parties in interest. The Debtors have demonstrated both (a) good, sufficient and sound business purposes and justifications and (b) compelling circumstances for the Sale other than in the ordinary course of business, pursuant to Bankruptcy Code section 363(b), outside of a plan of reorganization, in that, among other things, the immediate consummation of the Sale to Stalking Horse Purchaser is necessary and appropriate to maximize the value of the Debtors' estates and the Sale will provide the means for the Debtors to maximize creditor recoveries.

L. The Sale must be approved and consummated promptly in order to preserve the viability of the Debtors' businesses as a going concern and to maximize the value of the Debtors' estates. Time is of the essence in consummating the Sale. Given all of the circumstances of these chapter 11 cases and the adequacy and fair value of the Purchase Price, the proposed Sale constitutes a reasonable and sound exercise of the Debtors' business judgment and should be approved.

M. The consummation of the Sale and the assumption and assignment of the Assumed Contracts are legal, valid and properly authorized under all applicable provisions of the Bankruptcy Code, including, without limitation, Bankruptcy Code sections 105(a), 363(b), 363(f), 363(m), and 365, and all of the applicable requirements of such sections have been complied with in respect of the transaction.

N. <u>Good Faith of Buyer and Seller</u>. The Stalking Horse Purchase Agreement was negotiated, proposed and entered into by the Debtors and the Stalking Horse Purchaser without

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collusion, in good faith and from arm's-length bargaining positions and is substantively and procedurally fair to all parties. The Stalking Horse Purchaser is not an "insider" of any of the Debtors, as that term is defined in Bankruptcy Code section 101(31). Neither any of the Debtors, nor the Stalking Horse Purchaser has engaged in any conduct that would cause or permit the Stalking Horse Purchase Agreement to be avoided under Bankruptcy Code section 363(n). Specifically, the Stalking Horse Purchaser has not acted in a collusive manner with any person and the Purchase Price was not controlled by any agreement among bidders. Stalking Horse Purchaser is purchasing the Acquired Assets, in accordance with the Stalking Horse Purchase Agreement, in good faith and is a good faith buyer within the meaning of section 363(m) of the Bankruptcy Code, and is therefore entitled to all of the protections afforded by such provision, and otherwise has proceeded in good faith in all respects in connection with the Debtors' chapter 11 cases. As demonstrated by (i) any testimony and other evidence proffered or adduced at the Sale Hearing and (ii) the representations of counsel made on the record at the Sale Hearing, substantial marketing efforts and a competitive sale process were conducted in accordance with the Bid Procedures Order and, among other things: (a) the Debtors and Stalking Horse Purchaser complied with the provisions in the Bid Procedures Order; (b) Stalking Horse Purchaser agreed to subject its bid to the competitive bid procedures set forth in the Bid Procedures Order; (c) Stalking Horse Purchaser in no way induced or caused the chapter 11 filing by the Debtors; and (d) all payments to be made by Stalking Horse Purchaser in connection with the Sale have been disclosed.

O. <u>Highest or Otherwise Best Offer.</u> The Debtors conducted the Auction in accordance with, and have otherwise complied in all material respects with, the Bid Procedures Order. The Auction established in the Bid Procedures Order afforded a full, fair and reasonable

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opportunity for any person or entity to make a higher or otherwise better offer to purchase the Acquired Assets. The Auction was duly noticed and conducted in a non-collusive, fair and good faith manner and a reasonable opportunity was given to any interested party to make a higher or otherwise better offer for the Acquired Assets. The Stalking Horse Purchase Agreement constitutes the highest or otherwise best offer for the Acquired Assets and will provide a greater recovery for the Debtors' estates than would be provided by any other available alternative. The Debtors' determination that the Stalking Horse Purchase Agreement constitutes the highest or otherwise best offer for the Acquired Assets is a valid and sound exercise of their fiduciary duty and constitutes a valid and sound exercise of the Debtors' business judgment.

P. <u>Consideration</u>. The consideration provided by Stalking Horse Purchaser pursuant to the Stalking Horse Purchase Agreement (a) is fair and reasonable, (b) is the highest or otherwise best offer for the Acquired Assets, and (c) constitutes reasonably equivalent value and fair consideration (as those terms are defined in each of the Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act, and section 548 of the Bankruptcy Code) under the laws of the United States any state, territory, possession or the District of Columbia. No other person or entity or group of entities has offered to purchase the Acquired Assets for greater economic value to the Debtors' estate than Stalking Horse Purchaser. Approval of the Motion, the Stalking Horse Purchase Agreement and the consummation of the transactions contemplated thereby is in the best interests of the Debtors, their estates, their creditors and other parties in interest.

Q. <u>No Successor</u>. The transactions contemplated under the Stalking Horse Purchase Agreement do not amount to a consolidation, merger, or de facto merger of Stalking Horse Purchaser and the Debtors and/or the Debtors' estates; there is not substantial continuity between Stalking Horse Purchaser and the Debtors; there is no continuity of enterprise between the

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Debtors and Stalking Horse Purchaser; Stalking Horse Purchaser is not a mere continuation of the Debtors or their estates; and Stalking Horse Purchaser is not a successor or assignee of the Debtors or their estates for any purpose, including but not limited to under any federal, state or local statute or common law, or revenue, pension, ERISA, tax, labor, employment, environmental, escheat or unclaimed property laws, or other law, rule or regulation (including without limitation filing requirements under any such laws, rules or regulations), or under any products liability law or doctrine with respect to the Debtors' liability under such law, rule or regulation or doctrine or common law, or under any product warranty liability law or doctrine with respect to the Debtors' liability under such law, rule or regulation or doctrine and Stalking Horse Purchaser and its affiliates shall have no liability or obligation under the Workers Adjustment and Retraining Act (the "WARN Act"), 929 U.S.C. §§ 210 et seq. or the Comprehensive Environmental Response Compensation and Liability Act and shall not be deemed to be a "successor employer" for purposes of the Internal Revenue Code of 1986, Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, the Americans with Disability Act, the Family Medical Leave Act, the National Labor Relations Act, the Labor Management Relations Act, the Older Workers Benefit Protection Act, the Equal Pay Act, the Civil Rights Act of 1866 (42 U.S.C. 1981), the Employee Retirement Income Security Act, the Multiemployer Pension Protection Act, the Pension Protection Act and/or the Fair Labor Standards Act. Except for the Assumed Liabilities, the (i) transfer of the Acquired Assets to Stalking Horse Purchaser and (ii) assumption and assignment to Stalking Horse Purchaser of the Assumed Contracts, do not and will not subject Stalking Horse Purchaser to any liability whatsoever with respect to the operation of the Debtors' business before the Closing Date or by reason of such transfer under the laws of the United States, any state, territory, or

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possession thereof, or the District of Columbia, based, in whole or in part, directly or indirectly, on any theory of law or equity, including, without limitation, any theory of equitable law, including, without limitation, any theory of antitrust or successor or transferee liability.

R. <u>Free and Clear</u>. The conditions of Bankruptcy Code section 363(f) have been satisfied in full; therefore, the Debtors may sell the Acquired Assets free and clear of any Lien, Claim, Encumbrance or Interest in the property, other than the Assumed Liabilities.

S. Stalking Horse Purchaser would not have entered into the Stalking Horse Purchase Agreement and would not consummate the transactions contemplated thereby if the Sale to Stalking Horse Purchaser and the assumption of any Assumed Liabilities by Stalking Horse Purchaser were not free and clear of all Liens, Claims, Encumbrances or Interests other than the Assumed Liabilities. The Debtors may sell the Acquired Assets free and clear of any Liens, Claims, Encumbrances or Interests of any kind or nature whatsoever because in each case, one or more of the standards set forth in section 363(f)(1)-(5) of the Bankruptcy Code has been satisfied. Each entity with a Lien, Claim, Encumbrance or Interest in the Acquired Assets to be transferred on the Closing Date: (i) has, subject to the terms and conditions of this Sale Order, consented to the Sale or is deemed to have consented to the Sale; (ii) could be compelled in a legal or equitable proceeding to accept money satisfaction of such Lien, Claim, Encumbrance or Interest; or (iii) otherwise falls within the provisions of section 363(f) of the Bankruptcy Code. Those holders of Liens, Claims, Encumbrances or Interests who did not object to the Motion are deemed, subject to the terms of this Sale Order, to have consented pursuant to Bankruptcy Code section 363(f)(2). All holders of Liens, Claims, Encumbrances or Interests are adequately protected by having their Liens, Claims, Encumbrances or Interests attach to the cash proceeds received by the Debtors that are ultimately attributable to the property against or in which such

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Liens, Claims, Encumbrances or Interests are asserted, subject to the terms of such Liens, Claims, Encumbrances or Interests with the same validity, force and effect, and in the same order of priority, which such Liens, Claims, Encumbrances or Interests now have against the Acquired Assets or their proceeds, if any, subject to any rights, claims and defenses the Debtors or their estates, as applicable, may possess with respect thereto.

T. Cure/Adequate Assurance. The assumption and assignment of the Assumed Contracts pursuant to the terms of this Sale Order is integral to the Stalking Horse Purchase Agreement and is in the best interests of the Debtors and their estates, creditors and all other parties in interest, and represents the reasonable exercise of sound and prudent business judgment by the Debtors. Payment of the Cure Amounts shall (i) to the extent necessary, cure or provide adequate assurance of cure, within the meaning of 11 U.S.C. §§ 365(b)(1)(A) and 365(f)(2)(A), and (ii) to the extent necessary, provide compensation or adequate assurance of compensation to any party for any actual pecuniary loss to such party resulting from a default prior to the date hereof with respect to the Assumed Contracts, within the meaning of 11 U.S.C. \$ 365(b)(1)(B) and 365(f)(2)(A).Stalking Horse Purchaser's financial wherewithal to consummate the transactions contemplated by the Stalking Horse Purchase Agreement and the evidence presented at the Sale Hearing demonstrating the Stalking Horse Purchaser's ability to perform the obligations under the Assumed Contracts after the Closing Date shall constitute adequate assurance of future performance within the meaning of 11 U.S.C. §§ 365(b)(1)(C), 365(b)(3) (to the extent applicable) and 365(f)(2)(B).

U. Any objections to the assumption and assignment of any of the Assumed Contracts by Stalking Horse Purchaser in accordance with the Stalking Horse Purchase Agreement are hereby overruled. To the extent that any counterparty failed to object to the

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proposed Cure Amounts timely, such counterparty is deemed to have consented to such Cure Amounts and the assumption and assignment of its respective Assumed Contract(s) to the Stalking Horse Purchaser in accordance with the Stalking Horse Purchase Agreement.

V. <u>Personally Identifiable Information</u>. The Transaction may include the transfer of Personally Identifiable Information, as defined in Bankruptcy Code section 101(41A). No Consumer Privacy Ombudsman need be appointed under Code section 363(b)(1) because Stalking Horse Purchaser has agreed to adhere to any privacy policies applicable to the Debtors.

NOW, THEREFORE, IT IS ORDERED THAT:

1. <u>Motion is Granted</u>. The Motion and the relief requested therein is GRANTED and APPROVED, as set forth herein.

2. **Objections Overruled**. Any objections to the entry of this Sale Order or the relief granted herein and requested in the Motion that have not been withdrawn, waived, or settled as announced to the Court at the Sale Hearing (the full record of which is incorporated herein by reference), by stipulation filed with the Court, or by representation by the Debtors in a separate pleading, and all reservations of rights included therein, if any, hereby are denied and overruled on the merits with prejudice.

3. <u>Approval</u>. The Stalking Horse Purchase Agreement, and all other ancillary documents, and all of the terms and conditions thereof, are hereby approved in all respects. Pursuant to Bankruptcy Code sections 363(b) and 363(f), the Debtors are hereby authorized to (a) execute the Stalking Horse Purchase Agreement, along with any additional instruments or documents that may be reasonably necessary or appropriate to implement the Stalking Horse Purchase Agreement, provided that such additional documents do not materially change its terms adversely to the Debtors' estates; (b) consummate the Sale in accordance with

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the terms and conditions of the Stalking Horse Purchase Agreement and the instruments to the Stalking Horse Purchase Agreement contemplated thereby; and (c) execute and deliver, perform under, consummate, implement, and close fully the transactions contemplated by the Stalking Horse Purchase Agreement, including the assumption and assignment to the Stalking Horse Purchaser (in accordance with the Stalking Horse Purchase Agreement) of the Assumed Contracts, together with all additional instruments and documents that may be reasonably necessary or desirable to implement the Stalking Horse Purchase Agreement and the Sale. Stalking Horse Purchaser shall not be required to seek or obtain relief from the automatic stay under Bankruptcy Code section 362 to enforce any of its remedies under the Stalking Horse Purchase Agreement or any other Sale-related document. The automatic stay imposed by Bankruptcy Code section 362 is modified solely to the extent necessary to implement the preceding sentence and the other provisions of this Sale Order.

4. This Sale Order shall be binding in all respects upon the Debtors, their estates, all creditors of, and holders of equity interests in, the Debtors, any holders of Liens, Claims, Encumbrances or Interests or other interests in, against or on all or any portion of the Acquired Assets (whether known or unknown), the Stalking Horse Purchaser and all successors and assigns of the Stalking Horse Purchaser, the Acquired Assets and any trustees, if any, subsequently appointed in the Debtors' chapter 11 cases or upon a conversion to chapter 7 under the Bankruptcy Code of the Debtors' cases. This Sale Order and the Stalking Horse Purchase Agreement shall inure to the benefit of the Debtors, their estates and creditors, the Stalking Horse Purchaser and the respective successors and assigns of each of the foregoing.

5. <u>Transfer of Acquired Assets Free and Clear of Liens, Claims,</u> <u>Encumbrances or Interests</u>. Pursuant to Bankruptcy Code sections 105(a), 363(b) and 363(f),

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the Debtors are authorized to transfer the Acquired Assets to the Stalking Horse Purchaser in accordance with the Stalking Horse Purchase Agreement and such transfer shall constitute a legal, valid, binding and effective transfer of such Acquired Assets and shall vest Stalking Horse Purchaser with title in and to the Acquired Assets and, other than the Assumed Liabilities, the Stalking Horse Purchaser shall take title to and possession of the Acquired Assets free and clear of all Liens, Claims, Encumbrances, and Interests and other interests of any kind or nature whatsoever, including but not limited to successor or successor-in-interest liability and Claims in respect of the Excluded Liabilities, with all such Liens, Claims, Encumbrances, and Interests to attach to the cash proceeds received by the Debtors that are ultimately attributable to the property against or in which such Liens, Claims, Encumbrances or Interests are asserted, subject to the terms of such Liens, Claims, Encumbrances or Interests with the same validity, force and effect, and in the same order of priority, which such Liens, Claims, Encumbrances or Interests now have against the Acquired Assets or their proceeds, if any, subject to any rights, claims and defenses the Debtors or their estates, as applicable, may possess with respect thereto.

6. Unless otherwise expressly included in the definition of "Assumed Liabilities" in the Stalking Horse Purchase Agreement, Stalking Horse Purchaser shall not be responsible for any Liens, Claims, Encumbrances or Interests including in respect of the following: (a) any labor or employment agreements; (b) any mortgages, deeds of trust and security interests; (c) any pension, welfare, compensation or other employee benefit plans, agreements, practices and programs, including, without limitation, any pension plan of the Debtors; (d) any other employee, worker's compensation, occupational disease or unemployment or temporary disability related claim, including, without limitation, claims that might otherwise arise under or pursuant to (i) the Employee Retirement Income Security Act, as amended, (ii) the

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Fair Labor Standards Act, (iii) Title VII of the Civil Rights Act of 1964, (iv) the Federal Rehabilitation Act of 1973, (v) the National Labor Relations Act, (vi) the WARN Act, (vii) the Age Discrimination in Employment Act, as amended, (viii) the Americans with Disabilities Act, (ix) the Family Medical Leave Act, (x) the Labor Management Relations Act, (xi) the Multiemployer Pension Protection Act, (xii) the Pension Protection Act, (xiii) the Consolidated Omnibus Budget Reconciliation Act of 1985, (xiv) the Comprehensive Environmental Response Compensation and Liability Act, (xv) state discrimination laws, (xvi) state unemployment compensation laws or any other similar state laws, or (xvii) any other state or federal benefits or claims relating to any employment with the Debtors or any of its respective predecessors; (e) any bulk sales or similar law; (f) any tax statutes or ordinances, including, without limitation, the Internal Revenue Code of 1986, as amended or any state or local tax laws; (g) any escheat or unclaimed property laws; (h) to the extent not included in the foregoing, any of the Excluded Liabilities under the Stalking Horse Purchase Agreement; and (i) any theories of successor or transferee liability.

7. All persons and entities that are in possession of some or all of the Acquired Assets on the Closing Date are directed to surrender possession of such Acquired Assets to Stalking Horse Purchaser in accordance with the Stalking Horse Purchase Agreement on the Closing Date. On the Closing Date, each of the Debtors' creditors is authorized and directed to execute such documents and take all other actions as may be reasonably necessary to release its Liens, Claims, Encumbrances, and Interests or other interests in the Acquired Assets, if any, as such Liens, Claims, Encumbrances, and Interests may have been recorded or may otherwise exist.

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8. If any person or entity which has filed statements or other documents or agreements evidencing Liens or Encumbrances on, Claims against, or Interests in, all or any portion of the Acquired Assets (other than statements or documents with respect to the Assumed Liabilities) shall not have delivered to the Debtors prior to the Closing Date, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of liens and easements, and any other documents necessary for the purpose of documenting the release of all Liens, Encumbrances, Claims, Interests or other interests which the person or entity has or may assert with respect to all or any portion of the Acquired Assets, the Debtors are hereby authorized, and the Stalking Horse Purchaser is hereby authorized, to execute and file such statements, instruments, releases and other documents on behalf of such person or entity with respect to the Acquired Assets.

9. On the Closing Date, this Sale Order shall be construed and shall constitute for any and all purposes a full and complete general assignment, conveyance and transfer to Stalking Horse Purchaser of the Debtors' interests in the Acquired Assets. This Sale Order is and shall be effective as a determination that, on the Closing Date, all Liens, Claims, Encumbrances, Interests or other interest of any kind or nature whatsoever existing as to the Acquired Assets prior to the Closing Date, other than the Assumed Liabilities, shall have been unconditionally released, discharged and terminated, and that the conveyances described herein have been effected. This Sale Order shall be binding upon and govern the acts of all persons and entities, including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of state, federal, state and local officials, and all other persons and entities who may be required by operation of law, the duties of their office, or

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contract, to accept, file, register or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any lease; and each of the foregoing persons and entities is hereby directed to accept for filing any and all of the documents and instruments necessary and appropriate to consummate the transactions contemplated by the Stalking Horse Purchase Agreement. A certified copy of this Sale Order may be filed with the appropriate clerk and/or recorded with the recorder to act to cancel any Liens and other encumbrances of record except those assumed as Assumed Liabilities.

10. **Prohibition of Actions Against Buver**. Except for the Assumed Liabilities, Stalking Horse Purchaser shall not have any liability or other obligation of the Debtors arising under or related to any of the Acquired Assets including, but not limited to, any liability for any Liens, Claims, Encumbrances or Interests whether known or unknown as of the Closing, now existing or hereafter arising, whether fixed or contingent, with respect to the Debtors or any obligations of the Debtors, including, but not limited to, liabilities on account of any taxes arising, accruing, or payable under, out of, in connection with or in any way relating to the operation of the Debtors' business prior to the Closing Date.

11. Without limiting the generality of the foregoing, and except as otherwise specifically provided herein or in the Stalking Horse Purchase Agreement, neither Stalking Horse Purchaser nor its affiliates shall be deemed, as a result of any action taken in connection with the purchase of the Acquired Assets or as a result of the consummation of the transactions contemplated by the Stalking Horse Purchase Agreement or any other event occurring under any theory of law or equity, to have any successor, vicarious or other liabilities of any kind or character including but not limited to under any theory of antitrust, environmental, tax, successor or transferee liability, withdrawal liability, labor law, contract law, common law, bulk sales laws

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(to the extent permitted under the Bankruptcy Code) or tax law and neither Stalking Horse Purchaser nor its affiliates shall be deemed to (a) be a successor or assign (or other such similarly situated party) of the Debtors (other than with respect to the Assumed Liabilities as expressly stated in the Stalking Horse Purchase Agreement) for any purpose including, but not limited to, any foreign, federal, state or common law or local revenue, pension, ERISA, tax, labor, employment, environmental, or other law, rule or regulation (including without limitation filing requirements under any such laws, rules or regulations), or under any products liability law or doctrine with respect to the Debtors' liability under such law, rule or regulation or doctrine or common law, or under any product warranty liability law or doctrine with respect to the Debtors' liability under such law, rule or regulation or doctrine and Stalking Horse Purchaser and its affiliates shall have no liability or obligation under (i) the Employee Retirement Income Security Act, as amended, (ii) the Fair Labor Standards Act, (iii) Title VII of the Civil Rights Act of 1964, (iv) the Federal Rehabilitation Act of 1973, (v) the National Labor Relations Act, (vi) the WARN Act, (vii) the Age Discrimination in Employment Act, as amended, (viii) the Americans with Disabilities Act, (ix) the Family Medical Leave Act, (x) the Labor Management Relations Act, (xi) the Multiemployer Pension Protection act, (xii) the Pension Protection act, (xiii) the Consolidated Omnibus Budget Reconciliation Act of 1985, (xiv) the Comprehensive Environmental Response Compensation and Liability Act, or other applicable laws; (b) have, de facto or otherwise, merged with or into the Debtors; (c) be a mere continuation of the Debtors or their estates (and there is not substantial continuity between the Stalking Horse Purchaser and the Debtors, there is no common identity between the Stalking Horse Purchaser and the Debtors, and there is no continuity of enterprise between the Stalking Horse Purchaser and the Debtors); or (d) be holding itself out to the public as a continuation of the Debtors. Except for the Assumed

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Liabilities, the Stalking Horse Purchaser shall have no liability or responsibility for any liability or other obligation of the Debtors arising under or related to the Acquired Assets or otherwise.

12. Except with respect to the Assumed Liabilities, or as otherwise expressly provided for in this Sale Order or the Stalking Horse Purchase Agreement, all persons and entities, including, but not limited to, all debt holders, equity security holders, governmental, tax and regulatory authorities, lenders, trade creditors, litigation claimants and other creditors, holding Liens, Claims, Encumbrances or Interests or other interests of any kind or nature whatsoever against or in all or any portion of the Acquired Assets (whether legal or equitable, secured or unsecured, matured or unmatured, contingent or non-contingent, liquidated or unliquidated, senior or subordinate), arising under or out of, in connection with, or in any way relating to the Debtors, the Acquired Assets, the operation of the Debtors' businesses prior to the Closing Date or the transfer of the Acquired Assets to the Stalking Horse Purchaser in accordance with the Stalking Horse Purchase Agreement, hereby are forever barred, estopped and permanently enjoined from asserting against Stalking Horse Purchaser, its successors or assigns, its property or the Acquired Assets, such persons' or entities' Liens, Claims, Encumbrances or Interests in and to the Acquired Assets, including, without limitation, the following actions: (a) commencing or continuing in any manner any action or other proceeding against Stalking Horse Purchaser, its successors, assets or properties; (b) enforcing, attaching, collecting, or recovering in any manner any judgment, award, decree, or order against Stalking Horse Purchaser, its successors, or their assets or properties; (c) creating, perfecting, or enforcing any Lien, Claim, Encumbrance or Interest against Stalking Horse Purchaser, its successors, their assets, or their properties; (d) asserting any setoff, right of subrogation, or recoupment of any kind against any obligation due Stalking Horse Purchaser or its successors; (e) commencing or

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continuing any action, in any manner or place, that does not comply or is inconsistent with the provisions of this Sale Order or other orders of the Court, or the agreements or actions contemplated or taken in respect thereof; or (f) revoking, terminating or failing or refusing to transfer or renew any license, permit or authorization to operate any of the Acquired Assets or conduct any of the businesses operated with the Acquired Assets.

13. To the greatest extent available under applicable law, Stalking Horse Purchaser shall be authorized, as of the Closing Date, to operate under any license, permit, registration, and governmental authorization or approval of the Debtors with respect to the Acquired Assets, and all such licenses, permits, registrations, and governmental authorizations and approvals are deemed to have been transferred to Stalking Horse Purchaser as of the Closing Date.

14. All persons and entities are hereby forever prohibited and enjoined from taking any action that would adversely affect or interfere with the ability of the Debtors to sell and transfer the Acquired Assets to Stalking Horse Purchaser in accordance with the terms of the Stalking Horse Purchase Agreement, and this Sale Order.

15. The Stalking Horse Purchaser has given substantial consideration under the Stalking Horse Purchase Agreement for the benefit of the Debtors, their estates, and creditors. The consideration given by the Stalking Horse Purchaser shall constitute valid and valuable consideration for the releases of any potential Liens, Claims, Encumbrances or Interests pursuant to this Sale Order which releases shall be deemed to have been given in favor of Stalking Horse Purchaser by all holders of Liens or Encumbrances against or Interests in, or Claims against any of the Debtors or any of the Acquired Assets, other than with respect to the Assumed Liabilities. The consideration provided by Stalking Horse Purchaser for the Acquired Assets under the

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Stalking Horse Purchase Agreement is fair and reasonable and may not be avoided under section 363(n) of the Bankruptcy Code.

16. Notwithstanding the foregoing, nothing herein shall prevent (i) the Debtors from pursuing an action against the Stalking Horse Purchaser arising under the Stalking Horse Purchase Agreement or the related documents, or (ii) any administrative agencies, governmental, tax and regulatory authorities, secretaries of state, federal, state and local officials from properly exercising their police and regulatory powers.

17. <u>Assumption and Assignment of Contracts</u>. The Debtors are hereby authorized, in accordance with Bankruptcy Code sections 105(a) and 365, to (a) assume and assign to Stalking Horse Purchaser, in accordance with the Stalking Horse Purchase Agreement, effective upon the Closing Date, the Assumed Contracts free and clear of all Liens, Claims, Encumbrance and Interests and other interests of any kind or nature whatsoever (other than the Assumed Liabilities) and (b) execute and deliver to Stalking Horse Purchaser such documents or other instruments as Stalking Horse Purchaser deems may be necessary to assign and transfer the Assumed Contracts, and the Assumed Liabilities to Stalking Horse Purchaser in accordance with the Stalking Horse Purchase Agreement.

18. With respect to the Assumed Contracts: (a) each Assumed Contract is an executory contract or unexpired lease under Bankruptcy Code section 365; (b) the Debtors may assume each of the Assumed Contracts in accordance with Bankruptcy Code section 365; (c) the Debtors may assign each Assumed Contract in accordance with Bankruptcy Code sections 363 and 365, and any provisions in any Assumed Contract that prohibit or condition the assignment of such Assumed Contract or allow the party to such Assumed Contract to terminate, recapture, impose any penalty, condition renewal or extension, or modify any term or condition upon the

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assignment of such Assumed Contract, constitute unenforceable anti-assignment provisions which are void and of no force and effect; (d) all other requirements and conditions under Bankruptcy Code sections 363 and 365 for the assumption by the Debtors and assignment to the Stalking Horse Purchaser of each Assumed Contract, in accordance with the Stalking Horse Purchase Agreement have been satisfied; (e) the Assumed Contracts shall be transferred and assigned to, and following the Closing Date remain in full force and effect for the benefit of, the Stalking Horse Purchaser in accordance with the Stalking Horse Purchase Agreement, notwithstanding any provision in any such Assumed Contract (including those of the type described in Bankruptcy Code sections 365(b)(2) and (f)) that prohibits, restricts, or conditions such assignment or transfer and, pursuant to Bankruptcy Code section 365(k), the Debtors shall be relieved from any further liability with respect to the Assumed Contracts after such assignment to and assumption by Stalking Horse Purchaser in accordance with the Stalking Horse Purchase Agreement; and (f) upon the Closing Date, in accordance with Bankruptcy Code sections 363 and 365, Stalking Horse Purchaser shall be fully and irrevocably vested in all right, title and interest of each Assumed Contract.

19. All defaults or other obligations of the Debtors under the Assumed Contracts arising or accruing prior to the Closing (without giving effect to any acceleration clauses or any default provisions of the kind specified in Bankruptcy Code section 365(b)(2)) shall be cured on the Closing Date or as soon thereafter as practicable by payment of the Cure Amounts. To the extent that any counterparty to an Assumed Contract did not object to its Cure Amount by the Cure Objection Deadline, such counterparty is deemed to have consented to such Cure Amount and the assumption and assignment of its respective Assumed Contract(s) to the Stalking Horse Purchaser in accordance with the Stalking Horse Purchase Agreement.

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20. Unless otherwise represented by the Debtors in a separate pleading, in open court at the Sale Hearing, or pursuant to a contract or lease amendment entered into by the Debtors, Stalking Horse Purchaser, and the appropriate contract or lessor counterparty (any such amendment being deemed approved by this Sale Order), the Cure Notice reflects the sole amounts necessary under Bankruptcy Code section 365(b) to cure all monetary defaults under the Assumed Contracts, and no other amounts are or shall be due in connection with the assumption by the Debtors and the assignment to Stalking Horse Purchaser of the Assumed Contracts in accordance with the Stalking Horse Purchase Agreement.

21. Upon the Debtors' assignment of the Assumed Contracts to Stalking Horse Purchaser under the provisions of this Sale Order and any additional orders of this Court and payment of any Cure Amounts pursuant to Paragraph 19 hereof, no default shall exist under any Assumed Contract, and no counterparty to any Assumed Contract shall be permitted (a) to declare a default by Stalking Horse Purchaser under such Assumed Contract or (b) otherwise take action against Stalking Horse Purchaser as a result of Debtors' financial condition, bankruptcy or failure to perform any of their obligations under the relevant Assumed Contract. Each non-debtor party to an Assumed Contract hereby is also forever barred, estopped, and permanently enjoined from (i) asserting against the Debtors or Stalking Horse Purchaser, or the property of any of them, any default or claim arising out of any indemnity obligation or warranties for acts or occurrences arising prior to or existing as of the Closing, including those constituting Excluded Liabilities or, against Stalking Horse Purchaser, any counterclaim, defense, setoff, recoupment or any other Claim asserted or assertable against the Debtors; and (ii) imposing or charging against Stalking Horse Purchaser any rent accelerations, assignment fees, increases or any other fees as a result of the Debtors' assumption and assignment to Stalking

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Horse Purchaser of any Assumed Contract in accordance with the Stalking Horse Purchase Agreement. The validity of such assumption and assignment of each Assumed Contract shall not be affected by any dispute between the Debtors and any non-Debtors party to an Assumed Contract relating to such contract's respective Cure Amounts.

22. Except as provided in the Stalking Horse Purchase Agreement or this Sale Order, after the Closing, the Debtors and their estates shall have no further liabilities or obligations with respect to any Assumed Liabilities and all holders of such Liens, Claims, Encumbrances, and Interests are forever barred and estopped from asserting such Claims against the Debtors, their successors or assigns, their property or their assets or estates.

23. The failure of the Debtors or Stalking Horse Purchaser to enforce at any time one or more terms or conditions of any Assumed Contract shall not be a waiver of such terms or conditions, or of the Debtors' and Stalking Horse Purchaser's rights to enforce every term and condition of the Assumed Contracts.

24. Notwithstanding anything herein to the contrary and subject to the Stalking Horse Purchase Agreement, Stalking Horse Purchaser may remove any Contract from the list of Assumed Contracts (and thereby exclude such Contract from the definition of Assumed Contracts) pursuant to the procedures set forth in the Stalking Horse Purchase Agreement.

25. <u>Good Faith</u>. The transactions contemplated by the Stalking Horse Purchase Agreement are undertaken by Stalking Horse Purchaser without collusion and in good faith, as that term is used in Bankruptcy Code section 363(m) and, accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the Sale shall not affect the validity of the Sale (including the assumption and assignment of the Assumed

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Contracts) with Stalking Horse Purchaser, unless such authorization is duly stayed pending such appeal. Stalking Horse Purchaser is a good faith purchaser of the Acquired Assets, and is entitled to all of the benefits and protections afforded by Bankruptcy Code section 363(m).

26. <u>Failure to Specify Provisions</u>. The failure specifically to include any particular provisions of the Stalking Horse Purchase Agreement in this Sale Order shall not diminish or impair the effectiveness of such provisions, it being the intent of the Court that the Stalking Horse Purchase Agreement be authorized and approved in its entirety; <u>provided</u>, <u>however</u>, that this Sale Order shall govern if there is any inconsistency between the Stalking Horse Purchase Agreement (including all ancillary documents executed in connection therewith) and this Order. Likewise, all of the provisions of this Sale Order are nonseverable and mutually dependent. To the extent that this Order is inconsistent with any prior order or pleading with respect to the Motion in these chapter 11 cases, the terms of this Sale Order shall control.

27. <u>Non-material Modifications</u>. The Stalking Horse Purchase Agreement and any related agreements, documents or other instruments may be modified, amended or supplemented by the parties thereto, in a writing signed by such parties, and in accordance with the terms thereof, without further order of the Court, provided that any such modification, amendment or supplement does not have a material adverse effect on the Debtors' estates.

28. <u>Retention of Jurisdiction</u>. This Court retains jurisdiction, pursuant to its statutory powers under 28 U.S.C. § 157(b)(2), to, among other things, interpret, implement, and enforce the terms and provisions of this Sale Order and the Stalking Horse Purchase Agreement, all amendments thereto and any waivers and consents thereunder and each of the agreements executed in connection therewith to which any Debtor is a party or which has been assigned by the Debtors to Stalking Horse Purchaser in accordance with the Stalking Horse Purchase

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Agreement, and to adjudicate, if necessary, any and all disputes concerning or relating in any way to the Sale, including, but not limited to, retaining jurisdiction to (a) interpret, implement and enforce the provisions of this Sale Order and the Stalking Horse Purchase Agreement; (b) adjudicate, if necessary, any and all disputes concerning or relating in any way to the Sale; (c) protect Stalking Horse Purchaser against any Liens, Claims, Encumbrances or Interests or other interests in the Debtors or the Acquired Assets of any kind or nature whatsoever, attaching to the proceeds of the Sale, and (d) enter any orders under section 363 and 365 of the Bankruptcy Code with respect to the Assumed Contracts.

29. Licenses. Any Court order confirming a plan of reorganization or plan of liquidation in these cases shall provide that the post-confirmation debtor entity which has the rights to the licenses necessary for the continuation of the business operations being transferred through this sale will not be dissolved under applicable non-bankruptcy law before the earlier of (A) the date on which the Buyer has obtained its own licenses as necessary for the operation of the business and has had its proposed change of ownership with regard to the Medicare Provider Agreements ruled on by CMS or (B) the date that is 12 months from the Closing Date.

30. <u>Amounts Pavable by Debtors</u>. Any amounts payable by any Debtor under the agreements or any of the documents delivered by any Debtor in connection with the Stalking Horse Purchase Agreement shall be paid in the manner provided in the Stalking Horse Purchase Agreement and the Bid Procedures Order, without further order of this Court, shall be allowed administrative claims in an amount equal to such payments in accordance with Bankruptcy Code sections 503(b) and 507(a)(2), shall have the other protections provided in the Bid Procedures Order, and shall not be discharged, modified, or otherwise affected by any

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reorganization plan for the Debtor, except by an express agreement with Stalking Horse Purchaser, its successors, or assigns.

31. <u>Subsequent Plan Provisions</u>. Nothing contained in any chapter 11 plan confirmed in the Debtors' cases or any order confirming any such plan or in any other order in these chapter 11 cases (including any order entered after any conversion of any of these cases to a case under chapter 7 of the Bankruptcy Code) or any related proceeding subsequent to entry of this Sale Order shall alter, conflict with, or derogate from, the provisions of the Stalking Horse Purchase Agreement or this Sale Order.

32. <u>No Stav of Order</u>. Notwithstanding the provisions of Bankruptcy Rule 6004(h) and Bankruptcy Rule 6006(d), and pursuant to Bankruptcy Rules 7062 and 9014, this Sale Order shall not be stayed for fourteen days after the entry hereof, but shall be effective and enforceable immediately upon issuance hereof. Time is of the essence in closing the transactions referenced herein, and the Debtors and Stalking Horse Purchaser intend to close the Sale as soon as practicable. Any party objecting to this Sale Order must exercise due diligence in filing an appeal and pursuing a stay, or risk its appeal being foreclosed as moot.

33. <u>Calculation of Time</u>. All time periods set forth in this Sale Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

34. <u>Further Assurances</u>. From time to time, as and when requested by any party, each party shall execute and deliver, or cause to be executed and delivered, all such documents and instruments and shall take, or cause to be taken, all such further or other actions as such other party may reasonably deem necessary or desirable to consummate the transactions contemplated by the Stalking Horse Purchase Agreement including such actions as may be

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necessary to vest, perfect or confirm, of record or otherwise, in Stalking Horse Purchaser its right, title and interest in and to the Acquired Assets.

Dated: Wilmington, Delaware \_\_\_\_\_, 2014

Honorable Peter J. Walsh United States Bankruptcy Judge

# EXHIBIT 1

## STALKING HORSE PURCHASE AGREEMENT

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## EXHIBIT C

#### IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE

In re:

ATLS Acquisition, LLC, et al.,<sup>1</sup>

Debtors.

Chapter 11

Case No. 13-10262-PJW

(Jointly Administered)

### NOTICE OF (I) POTENTIAL ASSUMPTION OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES, (II) FIXING OF CURE AMOUNTS, AND (III) DEADLINE TO OBJECT THERETO

**PLEASE TAKE NOTICE** that on \_\_\_\_\_\_, 2014, the United States Bankruptcy Court for the District of Delaware entered an Order [Docket No. \_\_\_\_\_] (the "**Bid Procedures Order**") on the motion (the "**Motion**") of the above-captioned debtors and debtors-in-possession (the "**Debtors**") (i) approving certain bid procedures, including the bid protections as set forth in that certain Asset Purchase Agreement dated September \_\_\_\_, 2014 (the "**Stalking Horse Purchase Agreement**") with Liberty Medical Operations, Inc., a Delaware corporation (collectively with any nominee or designee thereof, the "**Stalking Horse Purchaser**"), with respect to the proposed sale (the "**Sale**") of substantially all of the assets of the Debtors, (ii) scheduling a hearing on the Sale and setting objection and bidding deadlines with respect to the Motion), (iv) establishing procedures to determine cure amounts and deadlines for objections for certain contracts and leases to be assumed and assigned by the Debtors; and (v) granting related relief.

**PLEASE TAKE FURTHER NOTICE** that pursuant to the Bid Procedures Order, the Debtors have indicated each potentially assumable and assignable executory contract and unexpired lease (each, an "Assumed Contract" and collectively, the "Assumed Contracts") on **Exhibit A** annexed to this Notice. In addition, for each Assumed Contract, the Debtors have estimated the amounts owed under such Assumed Contract including the actual pecuniary loss to the non-debtor party resulting from any defaults under such Assumed Contract including, but not limited to, all claims, demands, rights to refunds due to overpayments that the non-debtor parties can assert under the Assumed Contracts whether legal or equitable, secured or unsecured, matured or unmatured, contingent or non-contingent, liquidated or unliquidated, senior or subordinate, relating to money now owing or owing in the future, arising under or out of, in connection with, or in any way relating to the Assumed Contracts (the foregoing amounts are collectively referred to as the "**Cure Amounts**") calculated as of [\_\_\_\_\_]. The Cure Amount for an Assumed Contract represents the amount the Debtors believe must be paid to compensate

<sup>&</sup>lt;sup>1</sup> The Debtors, along with the last four digits of each Debtor's tax identification number, are: ATLS Acquisition, LLC (9167); FGST Investments, Inc. (2110); Polymedica Corporation (3368); National Diabetic Medical Supply, LLC (0748); Liberty Lane Development Company, Inc. (1974); Liberty Healthcare Group, Inc. (6555); Liberty Medical Supply, Inc. (3983); Liberty Healthcare Pharmacy of Nevada (9809); Liberty Lane Condominium Association, Inc. (7018); and Liberty Marketplace, Inc. (8500). The Debtors' business address is 8881 Liberty Lane, Port St. Lucie, FL 34952.

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the non-Debtor parties for any actual and pecuniary losses arising from any defaults under such Assumed Contract in connection with the potential assumption and/or assignment of such Assumed Contract.

PLEASE TAKE FURTHER NOTICE that objections to the Cure Amounts, whether or not such party previously has filed a proof of claim with respect to amounts due under the applicable Assumed Contract, and/or objections to the potential assumption of such Assumed Contract, must be filed with the Bankruptcy Court by and served, together with all documentation supporting such cure claim or objection, so as to be received by November 6, 2014 at 4:00 p.m. (prevailing Eastern Time) on the Debtors' counsel, Greenberg Traurig, LLP, Attn: Nancy A. Mitchell, Esq. and Matthew L. Hinker, Esq., 200 Park Avenue, New York, NY 10166, and on counsel to the Stalking Horse Purchaser, Pachulski Stang Ziehl & Jones, LLP, Attention: Jeffrey N. Pomerantz, 10100 Santa Monica Boulevard, Suite 1300, Los Angeles, CA 90067. In the event no objection is timely filed with respect to an Assumed Contract, the non-Debtor counterparty to such Assumed Contract shall be deemed to have consented to the Cure Amount proposed by the Debtors.

PLEASE TAKE FURTHER NOTICE that the Debtor and Stalking Horse Purchaser or the Successful Bidder (each as defined in the Bid Procedures Order), as applicable, reserve the right to designate which, if any, executory contracts or unexpired leases will be assumed and assigned, and any alternative purchaser may designate which executory contracts or unexpired leases it wishes to assume and assign. Inclusion of a contract or lease on Exhibit A hereto does not indicate that the Stalking Horse Purchaser or Successful Bidder will determine to have the Debtors assume and seek assignment of such contract or lease.

PLEASE TAKE FURTHER NOTICE that if the Debtors amend the list of Assumed Contracts to add any additional contracts and/or reduce the Cure Amounts annexed hereto, the affected non-Debtor party(ies) shall be provided prompt notice and shall have seven (7) calendar days from the date of such service to object thereto.

PLEASE TAKE FURTHER NOTICE that the inclusion of a contract or lease on Exhibit A hereto shall not constitute or be deemed a determination or an admission by the Debtors that such document is in fact, an executory contract or unexpired lease within the meaning of section 365 of the Bankruptcy Code (all rights with respect thereto being expressly reserved).

PLEASE TAKE FURTHER NOTICE that a hearing to consider approval of the Sale and to determine the Cure Amounts and assumption or assignment issues for any parties to Assumed Contracts that filed objections and that have been designated to be assumed and assigned will be held on November 13, 2014 at 2:00 p.m. (prevailing Eastern Time) before the Honorable Peter J. Walsh at the United States Bankruptcy Court for the District of Delaware, 824 North Market Street, 6th Floor, Courtroom #2, Wilmington, Delaware 19801.

PLEASE TAKE FURTHER NOTICE that notwithstanding anything herein to the contrary and subject to the Stalking Horse Purchase Agreement, the Stalking Horse Purchaser may remove any Contract from the list of Assumed Contracts (and thereby exclude such Contract from the definition of Assumed Contracts) pursuant to the terms of the Stalking Horse Purchase Agreement. FTL 109702985v10

PLEASE TAKE FURTHER NOTICE THAT pursuant to the Motion, the Debtors and the Stalking Horse Purchaser are requesting an order from the Court (the "Sale Order") which will provide, among other things, that the Debtors' assignment of the Assumed Contracts to Stalking Horse Purchaser under the provisions of the Sale Order and any additional orders of this Court and payment of any Cure Amount, no default shall exist under any Assumed Contract, and no counterparty to any Assumed Contract shall be permitted (a) to declare a default by Stalking Horse Purchaser under such Assumed Contract or (b) otherwise take action against Stalking Horse Purchaser as a result of Debtors' financial condition, bankruptcy or failure to perform any of its obligations under the relevant Assumed Contract. If the Court enters the Sale Order, each non-debtor party to an Assumed Contract hereby will be forever barred, estopped, and permanently enjoined from (i) asserting against the Debtors or Stalking Horse Purchaser, or the property of any of them, any default or claim arising out of any indemnity obligation or warranties for acts or occurrences arising prior to or existing as of the Closing, including those constituting Excluded Liabilities or, against Stalking Horse Purchaser, any counterclaim, defense, setoff, recoupment, claim of refund or any other Claim asserted or assertable against the Debtors; (ii) imposing or charging against Stalking Horse Purchaser any rent accelerations, assignment fees, increases or any other fees as a result of the Debtors' assumption and assignment to Stalking Horse Purchaser of any Assumed Contract in accordance with the Stalking Horse Purchase Agreement; or (iii) contesting the Cure Amount.

Dated: \_\_\_\_\_, 2014

Respectfully Submitted,

GREENBERG TRAURIG, LLP

Dennis A. Meloro (DE Bar. No. 4435) 1007 North Orange Street, Suite 1200 Wilmington, Delaware 19801 Telephone: 302-661-7000 Facsimile: 302-661-7360 Email: melorod@gtlaw.com

-and-

Nancy A. Mitchell Matthew L. Hinker 200 Park Avenue New York, New York 10166 Telephone: (212) 801-9200 Facsimile: (212) 6400 Email: mitchelln@gtlaw.com hinkerm@gtlaw.com

Counsel for the Debtors and Debtors-in-Possession

## **Asset Purchase Agreement**

The Asset Purchase Agreement and related Exhibits (the "APA") associated with this Motion have been excluded from hard copy service due to the size of the document.

The APA can be found for review and download at the website of the Debtors' Claims and Noticing Agent, Epiq Bankruptcy Solutions, LLC ("Epiq"), at <a href="http://dm.epiq11.com/AAL/Docket">http://dm.epiq11.com/AAL/Docket</a>. The APA is located within Docket No. 1602 as an exhibit to the Proposed Sale Order (which is included as Exhibit B to the Motion) and can be found under "Asset Purchase Agreement" and "Schedules to Asset Purchase Agreement" of Docket No. 1602.

You may also contact Epiq directly at (646) 282-2400 if you would like to request a copy of the APA by email or otherwise.

# EXHIBIT B

# ATLS ACQUISITION, LLC Case 13-10262-PJW Doc 3678010EFile 10/03/14 Page 105 of 161

Claim Name	Address Information
ABBOTT LABORATORIES	ATTN: DAVID E. MENDELSON 100 ABBOTT PARK RD. ABBOTT PARK IL 60064
BANKRUPTCY & COLLECTIONS DIVISION	ATTN: ARTHUR A. STEWART & JAY W. HURST ASSISTANT ATTORNEYS GENERAL (COUNSEL TO: THE TEXAS COMPTROLLER OF PUBLIC ACCOUNTS) P.O. BOX 12548 AUSTIN TX 78711-2548
BARNES & THORNBURG LLP	(COUNSEL TO: ROCHE DIAGNOSTICS CORPORATION AND ROCHE HEALTH SOLUTIONS INC.) ATTN: DAVID M. POWLEN, ESQ. AND KEVIN G. COLLINS, ESQ. 1000 N. WEST STREET, SUITE 1500 WILMINGTON DE 19801
BENESCH, FRIEDLANDER, COPLAN & ARONOFF LLP	(COUNSEL TO; NIPRO DIAGNOSTICS, INC.) ATTN: RAYMOND H. LEMISCH, ESQ. MICHAEL J. BARRIE, ESQ. & JENNIFER E. SMITH, ESQ. 222 DELAWARE AVENUE, SUITE 801 WILMINGTON DE 19801
BLUE CROSS AND BLUE SHIELD OF SOUTH CAROLINA	ATTN: KENDALL R. WALKER ASSOCIATE-GENERAL COUNSEL I-20 AT ALPINE ROAD, AA-270 COLUMBIA SC 29219
BUCHALTER NEMER, A PROFESSIONAL CORPORATION	ATTN: SHAWN M. CHRISTIANSON, ESQ. (COUNSEL TO: ORACLE AMERICA, INC. AND ORACLE CREDIT CORPORATION) 55 SECOND STREET, 17TH FLOOR SAN FRANCISCO CA 94105-3493
CENTERS FOR MEDICARE & MEDICAID SERVICES	7500 SECURITY BOULEVARD BALTIMORE MD 21244-1850
CHIPMAN BROWN CICERO & COLE, LLP	(CONFLICTS COUNSEL TO THE DEBTORS) ATTN: ADAM D. COLE, ESQ. 380 LEXINGTON AVENUE, 17TH FLOOR NEW YORK NY 10168
CHIPMAN BROWN CICERO & COLE, LLP	(CONFLICTS COUNSEL TO THE DEBTORS) ATTN: WILLIAM E. CHIPMAN, JR. ANN M. KASHISHIAN, ESQ. 1007 NORTH ORANGE STREET, SUITE 1100 WILMINGTON DE 19801
CIGNA GOVERNMENT SERVICES	ATTN: SONYA CLIFF J15 PART B OVERPAYMENTS CGS ADMINISTRATORS, LLC PO BOX 22029 NASHVILLE TN 37202-2029
CIGNA GOVERNMENT SERVICES	ATTN: MARY SNYDER OVERPAYMENT RECOVERY CGS ADMINISTRATORS, LLC TWO VANTAGE WAY NASHVILLE TN 37228
DELAWARE DIVISION OF REVENUE	ATTN: ZILAH A. FRAMPTON BANKRUPTCY ADMINISTRATOR CSOB 8TH FLOOR 820 N. FRENCH STREET WILMINGTON DE 19801
DELAWARE STATE TREASURY	820 SILVER LAKE BLVD., SUITE 100 DOVER DE 19904
DELAWARE STATE TREASURY	ATTN: CHIP FLOWERS, STATE TREASURER 820 SILVER LAKE BLVD. SUITE 100 DOVER DE 19904
FARRELL FRITZ, P.C.	ATTN: TED A. BERKOWITZ, ESQ. & VERONIQUE A. URBAN, ESQ. (COUNSEL TO: ARLENE RODRIGUEZ) 1320 RXR PLAZA UNIONDALE NY 11556-1320
FOLEY HOAG LLP	(COUNSEL TO: ALERE, INC. AND ARRIVA MEDICAL, LLC) ATTN: ANDREW Z. SCHWARTZ, ESQ. KENNETH S. LEONETTI, ESQ. & EURIPIDES D. DALMANIERAS, ESQ. SEAPORT WORLD TRADE CENTER WEST 155 SEAPORT BOULEVARD BOSTON MA 02210
FOLEY HOAG LLP	ATTN: MARK A. HADDAD (COUNSEL TO: ALERE INC.) BAY COLONY CORPORATE CENTER, NORTH ENTRANCE 1000 WINTER STREET SUITE 4000 WALTHAM MA 02451
HILLER & ARBAN, LLC	ATTN: ADAM HILLER & BRIAN ARBAN (COUNSEL TO: RELATORS) 1500 NORTH FRENCH STREET, 2ND FLOOR WILMINGTON DE 19801
HOLLAND & KNIGHT LLP	ATTN: JOHN MONAGHAN, ESQ. (COUNSEL TO: EXPRESS SCRIPTS, INC. AND MEDCO HEALTH SOLUTIONS, CIN.) 10 ST. JAMES AVENUE, 11TH FLOOR BOSTON MA 02116
IBM CORPORATION	ATTN: NATIONAL BANKRUPTCY COORDINATOR / PATRICIA DI BELLO 275 VIGER EAST, SUITE 400 MONTREAL QC H2X 3R7 CANADA
INTERNAL REVENUE SERVICE	P.O. BOX 7346 PHILADELPHIA PA 19101-7346
JONES & ASSOCIATES	ATTN: ROLAND GARY JONES & SHAWNA ONDER (COUNSEL TO: EKTRON COMPANY) ONE ROCKEFELLER PLAZA, 10TH FLOOR NEW YORK NY 10020
KLEHR HARRISON HARVEY BRANZBURG LLP	(COUNSEL TO: AMERISOURCEBERGEN DRUG CORPORATION) ATTN: DOMENIC E. PACITTI, ESQ. 919 MARKET STREET, SUITE 1000 WILMINGTON DE 19801-3062
KLEHR HARRISON HARVEY BRAZNBURG LLP	(COUNSEL TO: AMERISOURCEBERGEN DRUG CORPORATION) ATTN: MORTON R. BRANZBURG, ESQ. 1835 MARKET STREET PHILADELPHIA PA 19103
LATHROP & GRACE LLP	ATTN: STEPHEN K. DEXTER (COUNSEL TO: TEKSYSTEMS, INC.) 950 SEVENTEENTH STREET, SUITE 2400 DENVER CO 80202
LEECH TISHMAN FUSCALDO & LAMPL LLC	(COUNSEL TO: CONVATEC, INC.) ATTN: GREGORY W. HAUSWIRTH 1105 N. MARKET STREET, SUITE 1050 WILMINGTON DE 19899

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Claim Name	Address Information
LEECH TISHMAN FUSCALDO & LAMPL LLC	(COUNSEL TO: CONVATEC, INC.) ATTN: PATRICK W. CAROTHERS 525 WILLIAM PENN
	PLACE, 30TH FLOOR PITTSBURGH PA 15219
LIFESCAN, INC.	ATTN: DAVID ROWAN 1000 GIBRALTAR DR. MILPITAS CA 95035
LOWENSTEIN SANDLER PC	(COUNSEL TO THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS) ATTN: BRUCE
	BUECHLER S. JASON TEELE 65 LIVINGSTON AVENUE ROSELAND NJ 07068
MACAULEY LLC	(COUNSEL TO: ALERE, INC. AND ARRIVA MEDICAL, LLC) ATTN: THOMAS G. MACAULEY 300 DELAWARE AVENUE, SUITE 760 WILMINGTON DE 19801
MISSOURI DEPARTMENT OF REVENUE	BANKRUPTCY UNIT ATTN: STEVEN A. GINTHER PO BOX 475 JEFFERSON CITY MO 65105-0475
OFFICE OF THE ATTORNEY GENERAL FOR THE	STATE OF DELAWARE CARVEL STATE OFFICE BUILDING 820 N. FRENCH STREET WILMINGTON DE 19801
OFFICE OF THE UNITED STATES TRUSTEE	ATTN: MARK KENNEY, ESQ. 844 N. KING STREET, SUITE 2207 WILMINGTON DE 19801
OSTERHOUDT, PRILLAMAN, NATT, HELSCHER,	YOST, MAXWELL & FERGUSON, P.L.C. ATTN: PEYTON R. BIDDLE, III, ESQ. (COUNSEL TO: HEALTHCARE REALTY SERVICES INCORPORATED) P.O. BOX 20487 ROANOKE VA 24018-0049
PATTERSON BELKNAP WEBB & TAYLER LLP	(COUNSEL TO: ANIMAS CORPORATION AND LIFESCAN, INC.) ATTN: DAVID W. DYKHOUSE, ESQ. BRIAN P. GUINEY, ESQ. 1133 AVENUE OF THE AMERICAS NEW YORK NY 10036-6710
RAFAEL X. ZAHRALDDIN-ARAVENA	ATTN: ERIC M. SUTTY (COUNSEL TO: TEVA PHARMACEUTICALS USA, INC.) 1105 N. MARKET STREET, SUITE 1700 WILMINGTON DE 19801
SCHUYLER, ROCHE & CRISHAM, P.C.	(COUNSEL TO: HOLISTER INCORPORATED) ATTN: MICHAEL D. LEE 180 N STETSON AVE., STE 3700 CHICAGO IL 60601-6701
SECRETARY OF STATE	DIVISION OF CORPORATIONS FRANCHISE TAX P.O. BOX 898 DOVER DE 19903
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ECURITIES & EXCHANGE COMMISSION	SECRETARY OF THE TREASURY 100 F STREET, NE WASHINGTON DC 20549
SECURITIES AND EXCHANGE COMMISSION	NEW YORK REGIONAL OFFICE ATTN: GEORGE S. CANELLOS, REGIONAL DIRECTOR 3 WORLD FINANCIAL CENTER, SUITE 400 NEW YORK NY 10281-1022
SHIPMAN & GOODWIN LLP	ATTN: ERIC S. GOLDSTEIN, ESQ. (COUNSEL TO: UNITEDHEALTHCARE INSURANCE COMPANY) ONE CONSTITUTION PLAZA HARTFORD CT 06103-1919
SINGER & LEVICK, P.C.	(COUNSEL TO: XEROX COMMERCIAL SOLUTIONS, LLC F/K/A ACS COMMERCIAL SOLUTIONS, INC.) ATTN: MICHELLE E. SHRIRO, ESQ. 16200 ADDISON ROAD, SUITE 140 ADDISON TX 75001
SKADDEN, ARPS, SLATE, MEAGHER & FLOM	ATTN: MARK S. CHEHI, ESQ. & ROBERT A. WEBER, ESQ. (COUNSEL TO: EXPRESS
LLP	SCRIPTS, INC. AND MEDCO HEALTH SOLUTIONS, INC.) ONE RODNEY SQUARE - P.O. BOX 636 WILMINGTON DE 19899-0636
SQUIRE SANDERS LLP	ATTN: STEPHEN D. LERNER (COUNSEL TO: MS. ARLENE RODRIGUEZ AND MESSRS. FRANK HARVEY, TIMOTHY TIDD, ROBERT MARK AND SAM SILEK - DIRECTORS) 221 E. FOURTH ST., SUUITE 2900 CINCINNATI OH 45202
STATE BOARD OF EQUALIZATION	ATTN: JEFFREY H. GRAYBILL TAX COUNSEL IV LITIGATION DIVISION / LEGAL DEPARTMENT 450 N STREET (MIC:82) SACRAMENTO CA 95814
STEVENS & LEE, P.C.	(COUNSEL TO THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS) ATTN: JOSEPH H. HUSTON, JR. MARIA APRILE SAWEZUK 1105 NORTH MARKET STREET, SUITE 700 WILMINGTON DE 19801
TENNESSEE DEPARTMENT OF REVENUE	C/O TN ATTORNEY GENERAL'S OFFICE BANKRUPTCY DIVISION ATTN: ROBERT E. COOPER, JR. / LAURA L. MCCLOUD PO BOX 20207 NASHVILLE TN 37202-0207
TEVA PHARMACEUTICALS USA, INC.	ATTN; SEAN HANEY 1090 HORSHAM RD. NORTH WALES PA 19454
THE CULLEN LAW FIRM, P.A.	ATTN: MARK A. CULLEN (COUNSEL TO: ADVERSARY PLAINTIFFS/ADVERSARY DEFENDANTS/RELATORS LUCAS MATHENY & DEBORAH LOVELAND) 2090 PALM BEACH LAKES BLVD., SUITE 500 WEST PALM BEACH FL 33409
U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES	ATTN: OFFCIE OF THE GENERAL COUNSEL 200 INDEPENDENCE AVENUE SW WASHINGTON DC 20201-0004
U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES	5600 FISHERS LN #17A ROCKVILLE MD 20852-1750
U.S. DEPARTMENT OF JUSTICE	ATTN: RODNEY A. MORRIS - CIVIL DIVISION 1100 L STREET, N.W., ROOM 10004

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Claim Name	Address Information
U.S. DEPARTMENT OF JUSTICE	WASHINGTON DC 20005
U.S. DEPARTMENT OF JUSTICE	ATTN: RODNEY A. MORRIS - CIVIL DIVISION P.O. BOX 875 BEN FRANKLIN STATION WASHINGTON DC 20044
UNITED STATES DEPARTMENT OF JUSTICE	CIVIL DIVISION ATTN: RODNEY MORRIS & MATHEW TROY 1100 L ST., NW ROOM 10004 WASHINGTON DC 20005
UNITED STATES DEPARTMENT OF JUSTICE	CIVIL DIVISION ATTN: RODNEY MORRIS * MATHEW TONY P.O. BOX 875 BEN FRANKLIN STATION WASHINGTON DC 20044
WASHINGTON, DEPARTMENT OF REVENUE	ATTN: ZACHARY MOSNER ASSISTANT ATTORNEY GENERAL 800 FIFTH AVENUE, SUITE 2000 SEATTLE WA 98104-3188

### Total Creditor count 57

# EXHIBIT C

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Claim Name	Address Information
(AMERISOURCE) PROVISTA, LLC	1300 MORRIS DRIVE CHESTERBROOK PA 19087
4MOST	ADDRESS ON FILE
4TH SOURCE, INC.	1353 RIVERSTONE PARKWAY SUITE 120-384 CANTON GA 30114
4TH SOURCE, INC.	ATTN: MICHAEL C. WEDGE, COO 1353 RIVERSTONE PARKWAY SUITE 120-384 CANTON GA 30114
4TH SOURCE, INC.	ATTN: MARK MOLINARI, COO 1353 RIVERSTONE PARKWAY SUITE 120-384 CANTON GA 30114
A. WILFORD BRIMLEY ENTERPRISES, INC.	240 GREY BULL AVENUE GREY BULL WY 82426
A. WILFORD BRIMLEY ENTERPRISES, INC.	240 GREY BULL AVENUE ATTN: MR. WILFORD BRIMLEY GREY BULL WY 82426
ABBOTT DIABETES CARE SALES CORPORATION	1420 HARBOR BAY PARKWAY SUITE 290 ALAMEDA CA 94502
ABM JANITORIAL SERVICES, INC.	ATTN: ADAIR WATTERS, DIR OF ADMIN 3620 MELROSE AVENUE ROANOKE VA 24017
ABM JANITORIAL SERVICES, INC.	1600 PARKWOOD CIRCLE SUITE 400 ATLANTA GA 30339
ABOL SOFTWARE, INC.	413 CREEKSTONE RIDGE WOODSTOCK GA 30188
ABOL SOFTWARE, INC.	ATTN: MARK GOETTEL, PRESIDENT 413 CREEKSTONE RIDGE WOODSTOCK GA 30188
ACCELUSHEALTH PARTNERS, LLC	ATTN: LAWRENCE B. LEISURE 369 ATHERTON AVENUE ATHERTON CA 94027
ACCOUNTS RECEIVABLE SOLUTIONS, LLC	992 DAVIDSON DRIVE SUITE 101 NASHVILLE TN 37205
ACCOUNTS RECEIVABLE SOLUTIONS, LLC	ATTN: DANA DOUGLAS, PRESIDENT 992 DAVIDSON DRIVE STE 101 NASHVILLE TN 37205
ACCREDITATION COMMISSION FOR HEALTHCARE	139 WESTON OAKS CT CARY NC 27513-2256
ACCURATE BACKGROUND, INC	7515 IRVINE CENTER DR IRVINE CA 92618-2930
ACCURATE BACKGROUND, INC	6 ORCHARD SUITE 200 LAKE FOREST CA 92630
ACCURATE BACKGROUND, INC.	ATTN: PIERO BRACOANDO, VP FINANCE 6 ORCHARD STE 200 LAKE FOREST CA 92630
ACE/ EUROP TRAVEL ASSISTANCE SERVICES	4330 EAST-WEST HIGHWAY SUITE 1000 BETHESDA MD 20814
ADAM JACOBS ASSOCIATES	433 PLAZA REAL SUITE 475 BOCA ROTAN FL 33432
ADAM JACOBS ASSOCIATES	433 PLAZA REAL STE 475 BOCA RATON FL 33432
ADAM SANCHEZ, RD, LD, CDE, NCSF-PT	1126 LEGGET RD. HARLINGEN TX 78550
ADMINISTRATION SYSTEMS	RESEARCH CORPORATION INTERNATIONAL ATTN: J. MICHAEL BRANDON, PRESIDENT 3033
ADMINISTRATION STSTEMS	ORCHARD VISTA DRIVE, S.E. GRAND RAPIDS MI 49546
ADMINISTRATION SYSTEMS RESEARCH	ADDRESS ON FILE
ADOBE SYSTEMS INCORPORATED	345 PARK AVENUE SAN JOSE CA 95110-2704
ADOBE SYSTEMS INCORPORATED	ATTN: STEVE AFFLECK SENIOR DIRECTOR, SALES 345 PARK AVENUE SAN JOSE CA
	95110-2704
ADTECH GLOBAL SOLUTIONS, INC.	1800 MCFARLAND PARKWAY SUITE 100 ALPHARETTA GA 30005
ADVANCED DATA SYSTEMS OF ORLANDO, INC.	2868 REMINGTON GREEN CIRCLE TALLAHASSEE FL 03238
ADVANCED HEALTH SYSTEMS	2910 SW 42ND AVENUE PALM CITY FL 34990
ADVANCED HEALTH SYSTEMS	P.O. BOX 3494 JACKSON MS 39207
ADVANCED HEALTH SYSTEMS	P.O. BOX 3494 JACKSON MI 39207-3494
ADVANCED TISSUE	7003 VALLEY RANCH DRIVE LITTLE ROCK AR 72223
ADVANTAGE HEALTH SOLUTIONS, INC.	ADDRESS ON FILE
ADVANTAGE HEALTH SOLUTIONS, INC.	ATTN: VICKI F. PERRY, PRESIDENT AND CEO 9490 PRIORITY WAY WEST DRIVE INDIANAPOLIS IN 46240
AEROTEK, INC.	7301 PARKWAY DRIVE HANOVER MD 21076
AETNA HEALTH INC	ADDRESS ON FILE
AETNA HEALTH MANAGEMENT LLC	ADDRESS ON FILE
AETNA HEALTH MANAGEMENT LLC	ATTN: NATIONAL ANCILLARY CONTRACTING, U12W 980 JOLLY ROAD, P.O. BOX 1109 BLUE
	BELL PA 19422
AETNA HEALTH MANAGEMENT LLC	ATTN: NATIONAL CONTRACTS PDM, MC2S MIDDLETOWN MAIN BUILDING 1000 MIDDLE STREET
	MIDDLETOWN CT 06457
AETNA HEALTH MANAGEMENT LLC	ATTN: AETNA STUDENT HEALTH P.O. BOX 15708 BOSTON MA 02215-0014
AETNA HEALTH MANAGEMENT LLC	P.O. BOX 981106 EL PASO TX 23759
AETNA HEALTH MANAGEMENT LLC	ATTN: SRC, AN AETNA COMPANY P.O. BOX 23759 COLUMBIA SC 29224-3759
AETNA HEALTH MANAGEMENT LLC	ATTN: PROVIDER RESOLUTION TEAM P.O. BOX 14020 LEXINGTON KY 40512

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Claim Name	Address Information
AETNA HEALTH MANAGEMENT LLC	ATTN: MEDICAID SERVICES; PROVIDER RELATIONS 2777 N. STEMMONS FREEWAY, #300
	DALLAS TX 75207-2265
AETNA HEALTH MANAGEMENT LLC	ATTN: AETNA MEDICARE P.O. BOX 981107 EL PASO TX 79998-1107
AETNA HEALTH MANAGEMENT LLC	ATTN: SR. NETWORK MANAGER 7720 N. 16TH STREET, SUITE 400 PHOENIX AZ 85020
AETNA HEALTH MANAGEMENT LLC	ATTN: REGIONAL NETWORK CONTRACTING AND OPERATIONS, F953 2625 SHADELANDS DRIVE WALNUT CREEK CA 94598
AETNA HEALTH MGMT LLC	NATIONAL CONTRACTS PDM, MC25 MIDDLETOWN MAIN BLDG 1000 MIDDLE STREET MIDDLETON CT 06457
AFCO CREDIT CORPORATION	4501 COLLEGE BOULEVARD SUITE 320 LEAWOOD KS 66211
AFD CREATIVE , LLC	ATTN: ANDREW F DEAL 116 NEWBURY STREET 4TH FLOOR BOSTON MA 02116
AFD CREATIVE , LLC	64 COLUMBINE ROAD MILTON MA 02186
AGAMATRIX, INC.	7C RAYMOND AVE SALEM NH 03079
AGAMATRIX, INC.	ATTN: DAVID A. CONN, CCO 10 MANOR PARKWAY SALEM NH 03079
AGILE CONSULTING GROUP, INC.	600 IRONWOOD DRIVE SUITE 621 PONTE VEDRA BEACH FL 32082
ALABAMA ATTORNEY GENERAL	ATTN: ATTORNEY GENERAL 501 WASHINGTON AVE. P.O. BOX 300152 MONTGOMERY AL 36130-0152
ALABAMA DEPT OF REVENUE	INDIVIDUAL & CORPORATE TAX DIVISION GORDON PERSONS BLDG. RM 4340 50 N RIPLEY ST MONTGOMERY AL 36104
ALASKA ATTORNEY GENERAL	ATTN: ATTORNEY GENERAL P.O. BOX 110300 JUNEAU AK 99811-0300
ALASKA DEPT OF REVENUE	550 WEST 7TH AVE STE 1820 ANCHORAGE AK 99501
ALASKA DEPT OF REVENUE	P.O. BOX 110400 333 W WILLOUGHBY 11TH FL SOB JUNEAU AK 99811-0400
ALERE INC.	51 SAWYER ROAD, SUITE 200 WALTHAM MA 02453
ALEXANDER SHEKHDAR	14417 MYER TERRACE ROCKVILLE MD 20853
ALFRED NICKLES BAKERY MANAGED CARE	ADDRESS ON FILE
ALFRED NICKLES BAKERY MANAGED CARE	ATTN: MARK T SPONSELLER, VP FINANCE 26 N MAIN STREET NAVARRE OH 44662
ALFRED NICKLES BAKERY, INC.	ADDRESS ON FILE
ALFRED NICKLES BAKERY, INC.	ATTN: MARK T SPONSELLER, VP FINANCE 26 N MAIN STREET NAVARRE OH 44662
ALL COAST COMMUNICATIONS	2612 CALLIANDRA TERRACE COCONUT CREEK FL 33063
ALL COAST COMMUNICATIONS	ATTN: EDWARD H. HABER, PRESIDENT 2612 CALLIANDRA TERRACE COCONUT CREEK FL 33063
ALLEGIANCE PROVIDER DIRECT, LLC	ADDRESS ON FILE
ALLIANCE HEALTH NETWORKS, INC.	ATTN: CLAY WEISS, DIRECTOR P.O. BOX 1110 1501 S. COULTER AMARILLO TX 79159
ALLIANCE HEALTH NETWORKS, INC.	ADDRESS ON FILE
ALLIANCE HEALTH NETWORKS, INC.	ATTN: GEOFF SWINDLE 9 EXCHANGE PLACE SUITE 200 SALT LAKE CITY UT 84111
ALLIANCE REGIONAL HEALTH NETWORK	ADDRESS ON FILE
ALLIED WASTE RECYCLE	61 MIDLAND AVE WALLINGTON NJ 07057
ALLIED WASTE SERVICES	341 24TH ST. NW ROANOKE VA 24017
ALLIED WASTE SERVICES	18500 N. ALLIED WAY PHOENIX AZ 85054
ALR TECHNOLOGIES, INC	7400 BEAUFONT SPRINGS DRIVE SUITE 300 RICHMOND VA 23225
AMEDA DIRECT	116 TOLEDO DRIVE LAFAYETTE LA 70506
AMEDA DIRECT	ATTN: SPENCER HOYT 116 TOLEDO DRIVE LAFAYETTE LA 70506
AMERICA'S 1ST CHOICE HEALTH PLANS, INC.	ADDRESS ON FILE
AMERICA'S 1ST CHOICE HEALTH PLANS, INC.	ATTN: NANCY GAREAU, VP NETWORK OPERATION/BUSINESS CONVERSE BUILDING - 250
TELECON & TOT CHOTCH MEMBER FERNS, INC.	BERRYHILL ROAD SUITE 311 COLUMBIA SC 29210
AMERICA'S 1ST CHOICE INSURANCE COMPANY	ADDRESS ON FILE
AMERICA'S 1ST CHOICE INSURANCE COMPANY	NORTH CALIFORNIA ATTN: NANCY GAREAU, VP NETWORK OPERATION/BUSINESS SYNERGY
	BUSINESS PARK, CONVERSE BUILDING 250 BERRY HILL ROAD, SUITE 311 COLUMBIA SC 29210
OF	23210
OF AMERICA'S 1ST CHOICE INSURANCE COMPANY OF	NORTH CAROLINA , INC. ATTN: NANCY GAREAU, VP NETWORK OPERATION/BUSINESS CONVERSE BUILDING - 250 BERRYHILL ROAD SUITE 311 COLUMBIA SC 29210

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Claim Name	Address Information
AMERICA'S PPO	ADDRESS ON FILE
AMERICA'S PPO	ATTN: AMIR EFTEKHAN, PRESIDENT 7201 WEST 78TH STREET SUITE 100 BLOOMINGTON MN 55439
AMERICAN CARESOURCE HOLDINGS, INC.	ADDRESS ON FILE
AMERICAN CARESOURCE HOLDINGS, INC.	ATTN: JENNIFER BOONE, VP OF NETWORK DEVELOPMENT 8080 TRISTAR DRIVE, SUITE 100 IRVING TX 75063
AMERICAN GLOBAL LOGISTICS, LLC	ATTN: STEVE KAUFMAN, COMMERICAL MANAGER 3399 PEACHTREE ROAD NE STE 1130 ATLANTA GA 30326
AMERICAN HEALTH CARE	ATTN: REY HUGO 3001 DOUGLAS BLVD. SUITE 210 ROSEVILLE CA 95661
AMERICAN HEALTH DATA	14800 QUORUM DR SUITE 350 DALLAS TX 75254
AMERICAN HEALTH DATA SERVICES, INC.	2220 COIT ROAD SUITE 480-139 PLANO TX 75075
AMERICAN HEALTH DATA SERVICES, INC.	ATTN: JAMES L. BLOOD, EVP 2220 COIT ROAD SUITE 480-139 PLANO TX 75075
AMERICAN HEALTH DATA SERVICES, INC.	14800 QUORUM DR SUITE 350 DALLAS TX 75254
AMERICAN HEALTH DATA SERVICES, INC.	ATTN: BRIAN J. BLOOD, PRESIDENT 148 QUORUM DR SUITE 350 DALLAS TX 75254
AMERICAN HEALTH DATA SERVICES, INC.	ATTN: BRIAN J. BLOOD, PRESIDENT 14800 OUORUM DR STE 350 DALLAS TX 75254-1441
AMERICAN PPO, INC.	ADDRESS ON FILE
AMERICAN PPO, INC.	ATTN: MICHAEL CAOLO, JR., PRESIDENT ROCHELLE PARK, SUITE 170 600 E. JOHN CARPENTER FREEWAY IRVING TX 75062
AMERICAN SAMOA ATTORNEY GENERAL	ATTN: ATTORNEY GENERAL AMERICAN SAMOA GOV'T,EXEC. OFC. BLDG UTULEI; TERRITORY OF AMERICAN SAMOA PAGO PAGO AS 96799
AMERICAN TWO WAY	7345 VARNA AVE NORTH HOLLYWOOD CA 91605-4009
AMERICAN TWO WAY	ATTN: CHRISTOPHER BASKIN, CEO 7345 VARNA AVE NORTH HOLLYWOOD CA 91605-4009
AMERICHOICE OF CONNECTICUT, INC.	ADDRESS ON FILE
AMERICHOICE OF CONNECTICUT, INC.	2157 APPERSON DRIVE SALEM VA 24153
AMERICHOICE OF NEW JERSEY, INC.	ADDRESS ON FILE
AMERIGROUP COMMUNITY CARE OF NEW	ADDRESS ON FILE
MEXICO,	
AMERIGROUP TEXAS. INC.	ADDRESS ON FILE
AMERIHEALTH HMO, INC. AND	AMERIHEALTH INSURANCE COMPANY OF NEW JERSEY ATTN: SENIOR VICE PRESIDENT - PROVIDER NETWORKS 8000 MIDLANTIC DRIVE, SUITE 333 MT. LAUREL NJ 08054-1560
AMERIHEALTH HMO, INC. AND AMERIHEALTH	ADDRESS ON FILE
AMERIHEALTH MERCY HEALTH PLAN	200 STEVENS DRIVE PHILADELPHIA PA 19113
AMERISOURCEBERGEN CORPORATION	P.O. BOX 959 VALLEY FORGE PA 19482
AMERISOURCEBERGEN DRUG CO	1300 MORRIS DRIVE CHESTERBROOK PA 28290-5816
AMERISOURCEBERGEN DRUG CORPORATION	P.O. BOX 959 VALLEY FORGE PA 19482
AMERISOURCEBERGEN DRUG CORPORATION	1300 MORRIS DRIVE CHESTERBROOK PA 19087
AMERISOURCEBERGEN DRUG CORPORATION	ATTN: GENERAL COUNSEL 1300 MORRIS DRIVE CHESTERBROOK PA 19087
AMERISOURCEBERGEN DRUG CORPORATION	ATTN: PRIVACY OFFICER 1300 MORRIS DRIVE CHESTERBROOK PA 19087
AMERISOURCEBERGEN DRUG CORFORATION	ATTN: SENIOR VICE PRESIDENT, RETAIL SALES & MARKETING 1300 MORRIS DRIVE CHESTERBROOK PA 19087-5594
AMERISOURCEBERGEN DRUG CORPORATION	ATTN: MORTON R. BRANZBURG, ESQ KLEHR, HARRISON, HARVEY, BRANZBURG, LLP 1835 MARKET STREET, SUITE 1400 PHILADELPHIA PA 19103
AMERISOURCEBERGEN DRUG CORPORATION	1300 WASHINGTON STREET KANSAS CITY MO 64105-1433
AMERISOURCEBERGEN DRUG CORPORATION	ATTN: PROVIDER NETWORK P.O. BOX 731098 DALLAS TX 75373-1098
AMERISOURCEBERGEN DRUG CORPORATION	ATTN: GNPPN NETWORKS OPERATIONS 505 CITY PARKWAY WEST SUITE 300 ORANGE CA 92868
AMERISOURCEBERGEN DRUG CORPORATION	ATTN: KYMBERLY MCFARLAND, DIRECTOR, PRM CONTRACTING 505 CITY PARKWAY WEST SUITE 300 ORANGE CA 92868
AMERISOURCEBERGEN DRUG CORPORATION	ATTN: GNPPN NETWORK OPERATIONS 505 CITY PARKWAYS WEST SUITE 300 ORANGE CA 92868
AMY J. LEFFARD	2724 WARM SPRINGS AVENUE HUNTINGDON PA 15562

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Claim Name	Address Information
ANDA INC.	ATTN: GENERAL COUNSEL 400 INTERPACE PARKWAY PARSIPPANY NJ 07054
ANDA INC.	ATTN: CONTRACTS DEPT. 2915 WESTON RD. WESTON FL 33331
ANDA INC.	ATTN: ALBERT PAONESSA, III, PRESIDENT 2915 WESTON RD. WESTON FL 33331
ANIMAS CORPORATION	ATTN: ANIMAS CORPORATION MANAGEMENT BOARD ATTORNEY ONE JOHNSON & JOHNSON PLAZA NEW BRUNSWICK NJ 08933
ANIMAS CORPORATION	ATTN: DIRECTOR CLINICAL SERVICES 200 LAWRENCE DRIVE WEST CHESTER PA 19380
ANIMAS CORPORATION	ATTN: MAURA EMERY, DIRECTOR, CLINICAL SERVICES 200 LAWRENCE DRIVE WEST CHESTER PA 19380
ANIMAS CORPORATION	ATTN: HEALTH CARE COMLIANCE DEPARTMENT 200 LAWRENCE DRIVE WEST CHESTER PA 19380
ANIMAS CORPORATION	1000 GIBRALTAR DRIVE MILPITAS CA 95035
ANIMAS CORPORATION	C/O LIFESCAN, INC. ATTN: CONTRACT SERVICES DEPT - DME MAIL ORDER 1000 GIBRALTAR DRIVE MILPITAS CA 95035
ANIMAS DIABETES CARE, LLC	200 LAWRENCE DRIVE WEST CHESTER PA 19380
ANTHEM BLUE CROSS AND BLUE SHIELD	370 BASSETT ROAD NORTH HAVEN CT 06473
ANTHEM BLUE CROSS AND BLUE SHIELD	ATTN: MARK DISTASIO, MANAGER NETWORK CONTRACT COORDINATORS 370 BASSETT ROAD NORTH HAVEN CT 06473
ANTHEM BLUE CROSS AND BLUE SHIELD	ATTN: ANCILLARY PROVIDER ENGAGEMENT AND CONTRACTING - CHRISTIAN SCOTT 3000 GOFFS FALLS ROAD MANCHESTER NH 03111
ANTHEM BLUE CROSS AND BLUE SHIELD	3000 GOFFS FALLS ROAD MACHESTER NH 03111-0001
ANTHEM BLUE CROSS AND BLUE SHIELD	ATTN: LYNNE E. EDWARDS, SENIOR PROVIDER NETWORK MANAGER 2 GANNET DRIVE SOUTH PORLAND ME 04106-6911
ANTHEM BLUE CROSS AND BLUE SHIELD	ATTN: LYNNE E. EDWARDS, SENIOR PROVIDER NETWORK MANAGER 2 GARNETT DRIVE SOUTH PORTLAND ME 04106-6911
ANTHEM BLUE CROSS AND BLUE SHIELD	ATTN: VICE PRESIDENT NETWORK MANAGEMENT N17 W24340 RIVERWOOD DRIVE RICHMOND VA 23230
ANTHEM BLUE CROSS AND BLUE SHIELD	ATTN: L. KATHRYN NORMAN, VP ANCILLARY PE&C 2221 EDWARD HOLLAND DR RICHMOND VA 23230
ANTHEM BLUE CROSS AND BLUE SHIELD	C/O HEALTHKEEPERS INC. ATTN: L. KATHRYN NORMAN, VP P.O. BOX 26623 RICHMOND VA 23261
ANTHEM BLUE CROSS AND BLUE SHIELD	C/O SOUTHEAST SERVICES, INC. ATTN: L. KATHRYN NORMAN, VP P.O. BOX 27401 RICHMOND VA 23279
ANTHEM BLUE CROSS AND BLUE SHIELD	ATTN: DAVID T. LEE, VP PROVIDER ENGAGEMENT & CONTRACTING P.O. BOX 71010 INDIANAPOLIS IN 46207-7101
ANTHEM BLUE CROSS AND BLUE SHIELD	ADDRESS ON FILE
ANTHEM BLUE CROSS AND BLUE SHIELD	ADDRESS ON FILE
ANTHEM BLUE CROSS AND BLUE SHIELD	ATTN: KATHRYN NORMAN, VP, PROVIDER ENGAGEMENT & CONTRACTING 700 BROADWAY DENVER CO 80273
ANTHEM BLUE CROSS AND BLUE SHIELD COLORADO	ATTN: L. KATHRYN NORMAN, VP PROVIDER ENGAGEMENT & CONTRACTING 700 BROADWAY DENVER CO 80273
ANTHEM BLUE CROSS AND BLUE SHIELD NEVADA	ADDRESS ON FILE
ANTHEM BLUE CROSS AND BLUE SHIELD NEVADA	ATTN: KATHRYN NORMAN, VP, PROVIDER ENGAGEMENT & CONTRACTING 700 BROADWAY DENVER CO 80273
ANTHEM BLUE CROSS BLUE SHIELD	ATTN: C. KATHRYN NORMAN, VP 2221 EDWARD HOLLAND DRIVE RICHMOND VA 23230
ANTHEM HEALTH PLANS OF MAINE, INC.	D/B/A ANTHEM BLUE CROSS AND BLUE SHIELD ANTHEM BLUE CROSS AND BLUE SHIELD P.O. BOX 26623 RICHMOND VA 23261
ANTHEM HEALTH PLANS, INC.	ATTN: MANAGER NETWORK CONTRACT COORDINATORS 370 BASSETT ROAD NORTH HAVEN CT 06473
ANTHEM HEALTH PLANS, INC.	ADDRESS ON FILE
ANTHEM INSURANCE COMPANIES, INC	ADDRESS ON FILE
ANTHEM INSURANCE COMPANIES, INC.	ATTN: L. KATHRYN NORMAN, VP ANCILLARY PE&C 2221 EDWARD HOLLAND DR RICHMOND VA

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Claim Name	Address Information
ANTHEM INSURANCE COMPANIES, INC.	23230
ANTHEM PRESCRIPTION MANAGEMENT, LLC	ATTN: JASON TWOMBLY DIRECTOR, PHARMACY NETWORKS P.O. BOX 4488 WOODLAND HILLS CA 91365
ANYBILL FINANCIAL SERVICES, INC	1801 PENNSYLVANIA AVE., NW SUITE 700 WASHINGTON DC 20006
ANYBILL FINANCIAL SERVICES, INC.	ATTN: PETER BEPLER, PRESIDENT 1801 PENNSYLVANIA AVE., NW SUITE 700 WASHINGTON DC 20006
APAC CUSTOMER SERVICES, INC.	2201 WAUKEGAN ROAD SUITE 300 BANNOCKBUM IL 60015
APAC CUSTOMER SERVICES, INC.	2201 WAUKEGAN ROAD SUITE 300 BANNOCKBURN IL 60015
APPLETREE ANSWERING SERVICE, INC.	1521 CONCORD PIKE SUITE 202 WILMINGTON DE 19803
APPLETREE ANSWERING SERVICE, INC.	ATTN: BRENDA K. RUELAS, DIRECTOR, HIPAA COMPLIANCE 1521 CONCORD PIKE SUITE 202 WILMINGTON DE 19803
APPLETREE ANSWERING SERVICE, INC.	ATTN: CHRIS MARSHALL, DIR OF SALES 1521 CONCORD PIKE SUITE 202 WILMINGTON DE 19803
ARBON EQUIPMENT CORPORATION	7060 STATE ROAD 84 SUITE 7 DAVIE FL 33317
ARCHIVES MANAGEMENT CENTERS, INC.	3209 S.W. 42ND AVE PALM CITY FL 34990
ARDELIA MORRIS	ATTN: ARDELIA MORRIS, RD. CDT 2535 ALCLOBE CIRCLE OCOEE FL 34761
ARISE VIRTUAL SOLUTIONS	3450 LAKESIDE DRIVE SUITE 620 MIRAMAR FL 33027
ARIZONA ATTORNEY GENERAL	ATTN: ATTORNEY GENERAL 1275 W. WASHINGTON ST. PHOENIX AZ 85007
ARIZONA DEPT OF REVENUE	1600 W. MONROE PHOENIX AZ 85007-2650
ARKANSAS ATTORNEY GENERAL	ATTN: ATTORNEY GENERAL 200 TOWER BLDG. 323 CENTER ST. LITTLE ROCK AR 72201-2610
ARKANSAS BLUE CROSS AND BLUE SHIELD	ADDRESS ON FILE
ARKANSAS BLUE CROSS AND BLUE SHIELD	ATTN:PRESIDENT & CEO P.O. BOX 1489 LITTLE ROCK AR 72203-1489
ARKANSAS BLUE CROSS AND BLUE SHIELD	ATTN: MANAGER, PROVIDER NETWORK OPERATIONS P.O. BOX 2181 LITTLE ROCK AR 72203-2181
ARKANSAS DEPT OF FINANCE AND ADMIN.	OFFICE OF STATE REVENUE ADMIN. 1900 W SEVENTH ST. RM 2062 LITTLE ROCK AR 72201
ARKANSAS DEPT OF FINANCE AND ADMIN.	P.O. BOX 1272 LITTLE ROCK AR 72203
ARKANSAS MANAGED CARE ORGANIZATION (AMCO)	ATTN: JOHNNA THOMAS, EXECUTIVE DIRECTOR 10 CORPORATE HILL DRIVE, SUITE 200 LITTLE ROCK AR 72205-4512
ARKANSAS MANAGED CARE ORGANIZATION (AMCO)	ATTN: JO ANNA GIST, ASSOCIATE EXECUTIVE DIRECTOR 10 CORPORATE HILL DRIVE, SUITE 200 LITTLE ROCK AR 72205-4512
ARKANSAS MANAGED CARE ORGANIZATION (AMCO)	ATTN: JOHNNA THOMAS, EXECUTIVE DIRECTOR P.O. BOX 8219 LITTLE ROCK AR 72221-8219
ARKANSAS MANAGED CARE ORGANIZATION (AMCO)	10 CORPORATE HILL DRIVE, SUITE 200 LITTLE ROCK AR 72221-8219
ARKANSAS MANAGED CARE ORGANIZATION (AMCO)	ATTN: JO ANNA GIST, ASSOCIATE EXECUTIVE DIRECTOR P.O. BOX 8219 LITTLE ROCK AR 72221-8219
ARLENE RODRIGUEZ	8881 LIBERTY LANE PORT ST. LUCIE FL 34952
ARRIVA MEDICAL, LLC	4252 NW 120TH AVE CORAL SPRINGS FL 33065
ARRIVA MEDICAL, LLC	ATTN: DAVID A. WALLACE, PRESIDENT 4252 NW 120TH AVE CORAL SPRINGS FL 33065
ASANTE SOLUTIONS, INC.	ATTN: KEVIN CORRIVENU, NATIONAL ACCOUNT MANAGER 352 EAST JAVA ROAD SUNNYVALE CA 94089
ASANTE SOLUTIONS, INC.	ATTN: STEVE C. BUBMICK, VP. COMMERCIAL OPERATIONS 352 EAST JAVA DRIVE SUNNYVALE CA 94089
AT&T MOBILITY NATIONAL ACCOUNTS LLC	ATTN: ANA CASTANEDA P.O. BOX 6463 CAROL STREAM IL 60197
AT&T CORP	ATTN: MASTER AGREEMENT SUPPORT TEAM ONE AT&T WAY BEDMINSTER NJ 07921-0752
AT&T CORP	12851 MANCHESTER ROAD DES PERES MO 63131
AT&T MOBILITY LLC	1025 LENOX PARK BLVD NE ATLANTA GA 30319-5309
	U.S. DEPARTMENT OF JUSTICE 950 PENNSYLVANIA AVENUE, NW WASHINGTON DC
ATTORNEY GENERAL OF THE UNITED STATES	20530-0001

Claim Name	Address Information
AUTOMED TECHNOLOGIES, INC. D/B/A	AMERISOURCEBERGEN TECHNOLOGY GROUP, INC. 1400 BUSCH PARKWAY BUFFALO GROVE IL 60089
BANK OF AMERICA, NA	P.O. BOX 25118 TAMPA FL 33622
BAR CODE DIRECT, INC.	41 NORTH MAIN ST. NORTH GRAFTON MA 01536
BAR CODE DIRECT, INC.	ATTN: ASHBY A. RICHARDSON III, PRESIDENT 41 NORTH MAIN STREET NORTH GRAFTON MA 01536
BARBARA BUCKLES, RN, BSN, CDE	609 SABINE CIRCLE TEMPLE TX 76504
BARBARA BUCKLES, RN, BSN, CDE	ATTN: BARBARA BUCKLES, RN,BSN, CDE 609 SABINE CIRCLE TEMPLE TX 76504
BARBARA BUCKLES, RN, BSN, CDE	ATTN: BARBARA BUCKLES, RN, CDE 609 SABINE CIRCLE TEMPLE TX 76504
BARD MEDICAL DIVISION, C.R. BARD, INC	8195 INDUSTRIAL BLVD COVINGTON GA 30014
BAYER HEALTHCARE LLC, DIABETES CARE	555 WHITE PLAINS ROAD TARRYTOWN NY 10591
BAYER HEALTHCARE LLC, DIABETES CARE	555 WHITE PLAINS ROAD NEW YORK NY 10591
BAYER HEALTHCARE, LLC	555 WHITE PLAINS RD. TARRYTOWN NY 10045
BAYER HEALTHCARE, LLC	ATTN: LISA A. SCAPPATICCI, STRATEGIC CONTRACTING 555 WHITE PLAINS ROAD TARRYTOWN NY 10591
BAYER HEALTHCARE, LLC	ATTN: KRISITNA ZEKANOVIC, STRATEGIC CONTRACTS ADMINISTRATOR 555 WHITE PLAINS ROAD TARRYTOWN NY 10591
BAYER HEALTHCARE, LLC	ATTN: LAW AND PATENTS DEPT 555 WHITE PLAINS ROAD TARRYTOWN NY 10591
BAYVIEW CONSTRUCTION SERVICES LLC	ATTN: JIM HILL 4826 SE RAILWAY AVE STUART FL 34997
BAYVIEW CONSTRUCTION SERVICES, LLC	ATTN: KEN RINCE, MANAGING MEMBER 4826 SE RAILWAY AVENUE STUART FL 34997
BAYVIEW CONSTRUCTION SERVICES, LLC.	4826 SE RAILWAY AVENUE STUART FL 34997
BC OF NE PENNSYLVANIA (FIRST PRIORITY	ATTN: KEVIN T. BRENNAN, VP, PROVIDER OPERATIONS 19 NORTH MAIN STREET
HEALTH)	WILKES-BARRE PA 18711
BC OF NE PENNSYLVANIA (FIRST PRIORITY HEALTH)	ATTN: PROVIDER CONTRACT ADMINISTRATOR 19 NORTH MAIN STREET WILKES-BARRE PA 18711
BCBS OF HAWAII (HMSA)	C/O PROVIDER SERVICES ATTN: PDCA - ROOM 509 P.O. BOX 860 HONOLULU HI 96808-0860
BCBS OF HAWAII (HMSA)	ATTN: PAUL SCHNUR, VP, PROVIDER SERVICES & CONTRACTING ATTN: PDCA - ROOM 509 P.O. BOX 860 HONOLULU HI 96808-0860
BCBS OF HAWAII (HMSA)	ATTN: PAUL SCHNUR, VP, PROVIDER CONTRACTING ATTN: PDCA - ROOM 509 P.O. BOX 860 HONOLULU HI 96808-0860
BCBS OF HAWAII (HMSA)	ATTN: PAUL SCHNUR, VP, PROVIDER SERVICES & CONTRACTING P.O. BOX 860 HONOLULU HI 96808-0860
BCBS OF HAWAII (HMSA)	ATTN: HILTON R. RAETHEL, CHIEF HEALTH OFFICER P.O. BOX 860 HONOLULU HI 96808-0860
BCBS OF MICHIGAN	ATTN: PROVIDER ENROLLMENT, AND DATA MANAGEMENT PO BOX 217 SOUTHFIELD MI 48034
BCBS OF NEBRASKA	ATTN: LEE J. HANDKE, VP, HEALTH NETWORK SERVICES PO BOX 3248 OMAHA NE 68180-0001
BEACON HOUSE CAPITAL MANAGEMENT LLC	ATTN: SAQUIB TOOR, MANAGING MEMBER 190 PARK AVENUE MADISON NJ 07940
BECTON DICKINSON AND COMPANY	ATTN: VP/GM, BD CONSUMER HEALTHCARE 1 BECTON DRIVE FRANKLIN LAKES NJ 07417
BECTON DICKINSON AND COMPANY	ATTN: GENERAL COUNSEL 1 BECTON DRIVE FRANKLIN LAKES NJ 07417
BECTON DICKINSON AND COMPANY	ATTN: KARL S. SCHUMANN 1 BECTON DRIVE FRANKLIN LAKES NJ 07417
BECTON DICKINSON AND COMPANY	ATTN: ROBERT J. SINGLEY, VP & MARKETING 1 BECTON DRIVE FRANKLIN LAKES NJ 07417
BECTON, DICKINSON AND COMPANY	1 BECTON DRIVE FRANKLIN LAKES NJ 07417
BECTON, DICKINSON AND COMPANY	ATTN: ROBERT SVENTY 1 BECTON DRIVE, MC-089 FRANKLIN LAKES NJ 07417
BECTON, DICKINSON AND COMPANY	J CORY FALGOWSKI, ESQ. REED SMITH LLP 1201 MARKET STREET, SUITE 1500 WILMINGTON DE 19801
BELLCO DRUG CORP.	1300 MORRIS DRIVE VALLEY FORGE PA 19087
BENEFIT SERVICES, INC.	P.O. BOX 4138 AKRON OH 44321
BENEFIT SERVICES, INC.	3636 COPLEY ROAD AKRON OH 44321

Claim Name	Address Information
BIG RIVER ADVERTISING	2100 E. CARY STREET NO. 200 RICHMOND VA 23223
BIODERM INC.	12320 73RD COURT NORTH LARGO FL 33773
BIONOSTICS, INC.	7 JACKSON ROAD DEVENS MA 01434
BLUE CROSS AND BLUE SHEILD OF GEORGIA,	ADDRESS ON FILE
BLUE CROSS AND BLUE SHEILD OF GEORGIA,	ATTN: AMY CHESLOCK, VP HEALTH SERVICES 3350 PEACHTREE ROAD, NE P.O. BOX 4445
INC.	ATLANTA GA 30302-4445
BLUE CROSS AND BLUE SHEILD OF GEORGIA,	ATTN: ANCILLARY PROVIDER NETWORK MANAGEMENT 3350 PEACHTREE ROAD MAIL STOP:
INC.	GAG005-0001 ATLANTA GA 30326
BLUE CROSS AND BLUE SHEILD OF GEORGIA,	ATTENTION: PROVIDER CONTRACTING 3350 PEACHTREE ROAD. N.E. ATLANTA GA 30326
INC.	
BLUE CROSS AND BLUE SHEILD OF GEORGIA,	ATTN: ANCILLIARY PROVIDER ENGAGEMENT & CONTRACTING - LATRICE LOCUS P.O. BOX
INC.	105598 ATLANTA GA 30348
BLUE CROSS AND BLUE SHIELD OF ALABAMA	ADDRESS ON FILE
BLUE CROSS AND BLUE SHIELD OF ALABAMA	ATTN: EDWARD O. HARRIS, VP, NETWORK CONTRACTING 450 RIVERCHASE PARKWAY EAST
	BIRMINGHAM AL 35244
BLUE CROSS AND BLUE SHIELD OF ARIZONA,	ADDRESS ON FILE
BLUE CROSS AND BLUE SHIELD OF ARIZONA,	ATTN: VICE PRESIDENT NETWORK MANAGEMENT 2480 WEST LAS PALMARITAS DRIVE PHOENIX
INC.	AZ 85021
BLUE CROSS AND BLUE SHIELD OF GEORGIA,	ADDRESS ON FILE
BLUE CROSS AND BLUE SHIELD OF KANSAS	ADDRESS ON FILE
BLUE CROSS AND BLUE SHIELD OF KANSAS	ATTN: MARK WETZ, SR. EXTERNAL PROVIDER REP. 2301 MAIN STREET KANSAS CITY MO
CITY, INC.	64108
BLUE CROSS AND BLUE SHIELD OF MONTANA,	ADDRESS ON FILE
BLUE CROSS AND BLUE SHIELD OF MONTANA,	ADDRESS ON FILE
BLUE CROSS AND BLUE SHIELD OF MONTANA,	ATTN: PAUL PEDERSEN, SENIOR DIRECTOR, PROVIDER NETWORK ADMIN AND CONTRACTING
INC.	560 N PARK AVENUE P.O. BOX 4309 HELENA MT 59604
BLUE CROSS AND BLUE SHIELD OF NORTH	ADDRESS ON FILE
BLUE CROSS AND BLUE SHIELD OF OKLAHOMA	ADDRESS ON FILE
BLUE CROSS AND BLUE SHIELD OF OKLAHOMA	ATTN: VICE PRESIDENT BLUE CROSS AND BLUE SHIELD OF OKLAHOMA P.O. BOX 3283
	TULSA OK 74102
BLUE CROSS AND BLUE SHIELD OF TEXAS	ADDRESS ON FILE
BLUE CROSS AND BLUE SHIELD OF TEXAS,	ADDRESS ON FILE
BLUE CROSS AND BLUE SHIELD OF TEXAS,	ATTN: VICE PRESIDENT NETWORK MANAGEMENT P.O. BOX 833840 RICHARDSON TX
INC.	75083-3840
BLUE CROSS BLUE SHIELD HEALTHCARE PLAN	ADDRESS ON FILE
BLUE CROSS BLUE SHIELD HEALTHCARE PLAN	ADDRESS ON FILE
BLUE CROSS BLUE SHIELD HEALTHCARE PLAN	GEORGIA, INC ATTN: L. KATHRYN NORMAN, VP, ANCILLIARY PROVIDER ENGAGEMENT &
OF	CONTRACTING P.O. BOX 105598 MAIL CODE: GAG006-0003 ATLANTA GA 30348
BLUE CROSS BLUE SHIELD OF WISCONSIN	D/B/A ANTHEM BLUE CROSS AND BLUE SHIELD ATTN: L. KATHRYN NORMAN, VP, PROVIDER
	ENGAGEMENT & CONTRACTING 2221 EDWARD HOLLAND DR RICHMOND VA 23230
BLUE CROSS BLUE SHIELD OF WISCONSIN	D/B/A ANTHEM BLUE CROSS AND BLUE SHIELD ATTN: VP NETWORK MANAGEMENT N17 W24340
	RIVERWOOD DR WAUKESHA WI 53188
BLUE CROSS BLUE SHIELD OF WISCONSIN	ADDRESS ON FILE
BLUE CROSS BLUE SHIELD OF WISCONSIN	D/B/A ANTHEM BLUE CROSS AND BLUE SHIELD P.O. BOX 7873 MADISON WI 53707-7873
	3350 PEACH TREE ROAD, NE ATLANTA GA 30326
OF GEORGIA	
	ATTN: PROVIDER CONTRACTING 3350 PEACHTREE ROAD, NE ATLANTA GA 30326
OF GEORGIA	
BLUE CROSS OF CALIFORNIA	ADDRESS ON FILE
BLUE CROSS OF CALIFORNIA	ATTN: NETWORK DEVELOPMENT AND MANAGEMENT 21555 OXNARD STREET, 8TH FLOOR
	WOODLAND HILLS CA 91367
BLUE CROSS OF CALIFORNIA	ATTN: NETWORK DEVELOPMENT AND MANAGEMENT 2155 OXNARD STREET 8TH FLOOR WOODLAND

Claim Name	Address Information
BLUE CROSS OF CALIFORNIA	HILLS CA 91367
BLUE CROSS OF IDAHO HEALTH SERVICE, INC.	ADDRESS ON FILE
BLUE CROSS OF IDAHO HEALTH SERVICE, INC.	ADDRESS ON FILE
BLUE CROSS OF IDAHO HEALTH SERVICE, INC.	P.O. BOX 7408 BOISE ID 83707
BLUE RIDGE HEALTH NETWORK, INC.	ADDRESS ON FILE
BLUECHOICE HEALTHPLAN OF SOUTH CAROLINA,	ADDRESS ON FILE
BLUECROSS BLUESHIELD OF KANSAS, INC.	ADDRESS ON FILE
BLUELINCS HMO	1400 SOUTH BOSTON AVE SUITE 600 TULSA OK 74119
BMC SOFTWARE DISTRIBUTION, INC.	ATTN: DIANNE MCGEE, SR. MGR, ORDER SERVICES 2101 CITYWEST BLVD. HOUSTON TX 77042
BONAFIDE MANAGEMENT SYSTEMS, INC.	241 LOMBARD STREET THOUSAND OAKS CA 91360
BONNIE-JEAN DROUIN, RD, LD	63 E. ROLLING HILLS DRIVE CONROE TX 77304
BONNIE-JEAN DROUIN, RD, LD	ATTN: BONNIE - JEAN DUNCAN, RD, LD 63 E ROLLING HILLS DRIVE CONROE TX 77304
BONNIE-JEAN DROUIN, RD, LD	ATTN: BONNIE - JEAN DUNCAN PRESIDENT 63 E ROLLING HILLS DRIVE CONROE TX 77304
BOOKER WILLIAMS	P.O. BOX 455 AHOSKIE NC 27910-0455
BRAVO HEALTH PENNSYLVANIA,	MID-ATLANTIC, TEXAS INSURANCE INC. ATTN: PROVIDER NETWORKS 1500 SPRING GARDEN STREET, SUITE 800 PHILADELPHIA PA 19130
BRAVO HEALTH PENNSYLVANIA,	MID-ATLANTIC, TEXAS INSURANCE INC. ATTN: LEGAL DEPARTMENT, GENERAL COUNSEL 3601 O'DONNELL STREET BALTIMORE MD 21224
BRAVO HEALTH PENNSYLVANIA, ,	ADDRESS ON FILE
BRIAN HOLLAND	4330 N HIGHWAY AIA APT 602N FORT PIERCE FL 34949-8583
BRIDGEWAY HEALTH SOLUTIONS, L.L.C.	ADDRESS ON FILE
BRIDGEWAY HEALTH SOLUTIONS, L.L.C.	ATTN: MARISA BALBO, PROVIDER RELATIONS SUPERVISOR 1501 W. FOUNTAINHEAD PARKWAY SUITE 201 TEMPE AZ 85282
BRIGHTREE, LLC	1735 NORTH BROWN ROAD SUITE 500 LAWRENCEVILLE GA 30043
BROAD CREEK PARTNERS LLC	ATTN: DAVID KREISS 3825 BEDFORD AVENUE STE 201 NASHVILLE TN 37215
BROOKS	5644 CANTERBURY DRIVE COLUMBUS GA 31909
BROWN	422 S. MADISON SAN ANGELO TX 76901
BROWN & TOLAND HEALTH SERVICES	ATTN: RICHARD FISH, CEO 153 TOWNSEND ST STE 700 SAN FRANCISCO CA 94107
BROWN & TOLAND HEALTH SERVICES	ATTN: LEGAL DEPARTMENT 153 TOWNSEND ST 7TH FL SAN FRANCISCO CA 94107
BROWN & TOLAND HEALTH SERVICES	PO BOX 649009 SAN FRANCISCO CA 94164
BUCKEYE COMMUNITY HEALTH PLAN, INC	ADDRESS ON FILE
BUCKEYE COMMUNITY HEALTH PLAN, INC	ATTN: KATHLEEN CRAMPTON, PRESIDENT/CEO 175 SOUTH THIRD STREET, SUITE 1200 COLUMBUS OH 43215
BUCKLES	609 SABINE CIRCLE TEMPLE TX 76504
BUG MAN EXTERMINATING & SERVICES CO.	1918 ORANGE AVENUE, NE ROANOKE VA 24012
BUG MAN EXTERMINATING & SERVICES CO.	1918 ORANGE AVENUE NE ROANOKE VA 24012-8129
C.R. BARD	ATTN: DARIN HARNESS, VP SALES 8195 INDUSTRIAL BLVD COVINGTON GA 30014
C.R. BARD	C/O BARD MEDICAL DIVISION 8195 INDUSTRIAL BLVD COVINGTON GA 30014
CA, INC.	ONE CA PLAZA ISLANDIA NY 11749
CALIFORNIA ATTORNEY GENERAL	ATTN: ATTORNEY GENERAL 1300 I ST. STE. 1740 SACRAMENTO CA 95814
CALIFORNIA BOARD OF EQUALIZATION	450 N STREET PO BOX 942879 SACRAMENTO CA 95814
CALIFORNIA FRANCHISE TAX BOARD	300 S SPRING ST STE 5704 LOS ANGELES CA 90013-1265
CALIFORNIA FRANCHISE TAX BOARD	7575 METROPOLITAN DR STE 201 SAN DIEGO CA 92108-4421
CALIFORNIA FRANCHISE TAX BOARD	600 W SANTA ANA BLVD STE 300 SANTA ANA CA 92701-4543
CALIFORNIA FRANCHISE TAX BOARD	121 SPEAR ST STE 400 SAN FRANCISCO CA 94105-1584
CALIFORNIA FRANCHISE TAX BOARD	1515 CLAY ST STE 305 OAKLAND CA 94612-1445

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Claim Name	Address Information
CALIFORNIA FRANCHISE TAX BOARD	P.O. BOX 1468 SACRAMENTO CA 95812-1468
CALIFORNIA FRANCHISE TAX BOARD	P.O. BOX 2952 SACRAMENTO CA 95812-2952
CALIFORNIA FRANCHISE TAX BOARD	3321 POWER INN RD STE 250 SACRAMENTO CA 95826-3893
CALIFORNIA STATE CONTROLLER'S OFFICE	ATTN: GARY QUALSET, DIVISION CHIEF 10600 WHITE ROCK ROAD, STE. 141 RANCHO CORDOVA CA 95670
CAPITAL DISTRICT PHYSICIANS' HEALTH	ADDRESS ON FILE
CAPITAL DISTRICT PHYSICIANS' HEALTH	ATTN: CYNTHIA C. WICKS, VICE PRESIDENT, NETWORK & CONTRACTING 500 PATROON
PLAN, INC	CREEK BLVD ALBANY NY 12206-1057
CAPITAL DISTRICT PHYSICIANS' HEALTH	C/O NEW YORK STATE DEPARTMENT OF HEALTH ATTN: OFFICE OF MANAGED CARE CORNING
PLAN, INC	TOWER EMPIRE STATE PLAZA ALBANY NY 12237
CAPITAL TAX SERVICES AGREEMENT	8108 OLD HIXON ROAD SUITE 107 TAMPA FL 33626
CAPITAL TAX SERVICES COMPANY	ATTN: STEVEN D. SCHLUCHTON , PRESIDENT 8108 OLD HIXON ROAD STE 107 TAMPA FL 33626
CAPITAL TAX SERVICES COMPANY	8108 OLD HIXON ROAD SUITE 107 PORT ST. LUCIE FL 34952
CAPTECH VENTURES, INC.	1118 WEST MAIN STREET RICHMOND VA 23220
CAPTECH VENTURES, INC.	ATTN: BRIAN DEASY, MANAGING DIRECTOR 1118 WEST MAIN STREET RICHMOND VA 23220
CARDINAL HEALTH, INC.	7000 CARDINAL PLACE DUBLIN OH 43017
CARDIOSOM, LLC	615 WEST CARMEL DRIVE SUITE 100 CARMEL IN 46032
CARDIOSOM, LLC	ATTN: TIMOTHY J. MILLER, CEO 615 WEST CARMEL DRIVE STE 100 CARMEL IN 46032
CARE IMPROVEMENT PLUS OF TEXAS	ADDRESS ON FILE
INSURANCE	
CARE IMPROVEMENT PLUS OF TEXAS	CARE IMPROVEMENT PLUS SOUTH CENTRAL INSURANCE CO., CARE IMPROVEMENT PLUS OF
INSURANCE COMPANY,	MARYLAND, INC. ATTN: GENERAL COUNSEL 351 WEST CAMDEN STREET, SUITE 100 BALTIMORE MD 21201
CARE IMPROVEMENT PLUS OF TEXAS	CARE IMPROVEMENT PLUS SOUTH CENTRAL INSURANCE CO., CARE IMPROVEMENT PLUS OF
INSURANCE COMPANY,	MARYLAND, INC. ATTN: SPECIAL NEEDS PLAN 351 WEST CAMDEN STREET, SUITE 100 BALTIMORE MD 21201
CARE WISCONSIN FIRST, INC.	P.O. BOX 849 BUCKEYSTOWN MD 21717
CARE WISCONSIN FIRST, INC.	ADDRESS ON FILE
CARE WISCONSIN FIRST, INC.	ATTN: TERRY METZGER 2802 INTERNATIONAL LANE P.O. BOX 14017 MADISON WI 53708-0017
CARE WISCONSIN FIRST, INC.	ATTN: ASSISTANT VP OF PROVIDER SERVICES & PAYMENT 2802 INTERNATIONAL LANE P.O BOX 14017 MADISON WI 53708-0017
CARE WISCONSIN FIRST, INC.	ATTN: ASSISTANT VP OF PROVIDER SERVICES & PAYEMENT P.O. BOX 14017 MADISON WI 53708-0017
CARE WISCONSIN FIRST, INC.	ATTN: CLAIMS APPEALS P.O. BOX 14017 MADISON WI 53708-0017
CARE WISCONSIN FIRST, INC.	ATTN: SCOTT JOHNSON, EVP P.O. BOX 14017 MADISON WI 53708-0017
CARECENTRIX INC.	ADDRESS ON FILE
CARECENTRIX, INC	ATTN: DIRECTOR OF QUALITY AND REGULATORY COMPLIANCE 7725 WOODLANDS CENTER
	BLVD., STE. LOO TAMPA FL 33614
CARECENTRIX, INC	ATTN: REBECCA WARREN DIRECTOR, CONTRACTING AND CREDETIALING 7725 WOODLANDS
	CENTER BLVD., STE. LOO TAMPA FL 33614
CARECENTRIX, INC	ATTN: REBECCA WARREN, DIRECTOR 7725 WOODLANDS CENTER BLVD., STE. LOO TAMPA FL 33614
CARECENTRIX. INC.	ADDRESS ON FILE
CAREERBUILDER, LLC	200 N. LASALLE ST SUITE 1100 CHICAGO IL 60601
CAREFIRST BLUECHOICE, INC	ADDRESS ON FILE
CAREFIRST BLUECHOICE, INC	ATTN: INSTITUTIONAL CONTRACTING 10455 MILL RUN CIRCLE P.O. BOX 825 MAIL STOP CG-51, FIFTH FLOOR OWINGS MILLS MD 21117-0825
CAREFIRST OF MARYLAND, INC	D/B/A CAREFIRST BLUECROSS AND BLUESHIELD ATTN: M. BRUCE EDWARDS, SENIOR VICE
SAMELINGT OF PARTHAND, INC	PRESIDENT 10455 MILL RUN CIRCLE P.O. BOX 825 MAIL STOP CG-51, FIFTH FLOOR
	OWINGS MILLS MD 21117-5559

Claim Name	Address Information
CAREFIRST OF MARYLAND, INC_ D/B/A	ADDRESS ON FILE
CARELINK HEALTH PLANS, INC.	ADDRESS ON FILE
CARELINK HEALTH PLANS, INC.	ATTN: PRESIDENT/CEO P.O. BOX 1711 CHARLESTON WV 25326
CAREMARK, L.L.C.,	CAREMARKPCS HEALTH, L.L.C. 9501 E. SHEA BLVD. SCOTTSDALE AZ 85260
CAREMARK, LLC	9501 EAST SHEA BOULEVARD MAIL CODE 080 SCOTTSDALE AZ 85260
CAREMARK, PCS HEALTH LLC	9501 EAST SHEA BOULEVARD MAIL CODE 080 SCOTTSDALE AZ 85260
CAREY'S CLEANING SERVICES	6301 LAKERIDGE DRIVE TEXARKANA TX 75503
CAREY'S CLEANING SERVICES	ATTN: CAREY GRIGGS, OWNER 6301 LAKERIDGE DR TEXARKANA TX 75503
CARILION CLINIC MEDICARE RESOURCES LLC	ADDRESS ON FILE
CARILION CLINIC MEDICARE RESOURCES, LLC	ADDRESS ON FILE
CARILION CLINIC MEDICARE RESOURCES, LLC	ATTN: LEGAL DEPARTMENT P.O. BOX 40032 213 S JEFFERSON ST., STE. 720 ROANOKE VA 24011
CAROL KNEIER, MS, RD, LDN, CDE	478 NIAGARA DRIVE PLEASANT MOUNT PA 18453
CAROL KNEIER, MS, RD, LDN, CDE	ATTN: CAROL KNEIER, DIETITIAN + CDE 478 NIAGRA DRIVE PLEASANT MOUNT PA 18453
CAROLYN TERRY PERRONE, RD, CDE	21542 JUEGO CIRCLE APT B BOCA RATON FL 33433
CASS	11 WALNUT ST BELMONT MA 02478-1826
CATALYST RX	ADDRESS ON FILE
CATALYST RX	C/O HEALTHEXTRAS, INC. 800 KING FARM BOULEVARD 4TH FLOOR ROCKVILLE MD 20850
CATALYST RX	ATTN: JAMES A. SIGNORA, PROVIDER RELATIONS 800 KING FARM BOULEVARD 4TH FLOOR ROCKVILLE MD 20850
CATALYST RX	ADDRESS ON FILE
CATAMARAN	ATTN: GENERAL COUNSEL 800 KING FARM BLVD, 4TH FLOOR ROCKVILLE MD 20850
CATAMARAN PBM OF MARYLAND, INC.	(F/K/A CATALYST RX) ATTN: GENERAL COUNSEL 800 KING FARM BLVD 4TH FLOOR ROCKVILLE MD 20850
CATAMARAN PBM OF MARYLAND, INC.	(F/K/A CATALYST RX) ATTN: RICHARD A. BATES, PRESIDENT, COO 800 KING FARM BOULEVARD 4TH FLOOR ROCKVILLE MD 28050
CATAMARAN PBM OF MARYLAND, INC.	(F/K/A CATALYST RX) ATTN: JEFF PARK, EVP & CFO 800 KING FARM BOULEVARD 4TH FLOOR ROCKVILLE MD 28050
CATAMARAN PBM OF MARYLAND, INC.	(F/K/A CATALYST RX) ATTN: MICHAEL DONOSUR, CFO 800 KING FARM BOULEVARD 4TH FLOOR ROCKVILLE MD 28050
CATAMARAN PBM OF MARYLAND, INC.	(F/K/A CATALYST RX) ATTN: JOEL SABAN, EVP, PHARMACY OPS 1600 MC CONNOR PARKWAY SCHAUMBURG IL 60173
CATAMARAN PBM OF MARYLAND, INC.	(F/K/A CATALYST RX) ATTN: JEFF PARK, EVP & CFO 9525 HILLWOOD DRIVE SUITE 100 LAS VEGAS NV 89134
CATAMARAN PBM OF MARYLAND, INC. (F/K/A	ADDRESS ON FILE
CCS SOUTH FLORIDA LLC	ATTN: MICHAEL A. LAM, COO, EXECUTIVE MANAGER 4833 NORTH DIXIE HIGHWAY OAKLAND PARK FL 33334
CDHP UNIVERSAL BENEFITS, INC.	ATTN: CYNTHIA C. WICKS, VICE PRESIDENT, HEALTHCARE NETWORK STRATEGY 500 PATROON CREEK BOULEVARD ALBANY NY 12206-1057
CDPHP UNIVERSAL BENEFITS, INC	ADDRESS ON FILE
CDPHP UNIVERSAL BENEFITS, INC	C/O CAPITAL DISTRICT PHYSICIANS' HEALTH PLAN, INC. ATTN: CYNTHIA C. WICKS, VICE PRESIDENT, NETWORK & CONTRACTING 500 PATROON CREEK BLVD ALBANY NY 12206-1057
CDPHP UNIVERSAL BENEFITS, INC	C/O APA PARTNERS, INC. ATTN: DIRECTOR OF TPA OPERATIONS 400 PATROON CREEK BLVD, SUITE 2 ; P.O. BOX 66601 ALBANY NY 12206-6001
CENTENE CORPORATION	ADDRESS ON FILE
CENTER CARE	ATTN: PROVIDER RELATIONS SUPERVISOR 800 PARK ST BOWLING GREEN KY 42101
CENTER CARE	ATTN: PROVIDER RELATIONS SUPERVISOR PO BOX 148 BOWLING GREEN KY 42102-0148
CENTER FOR MEDICARE & MEDICAID SERVICES	PROVIDER ENROLLMENT P.O. BOX 4804 TRENTON NJ 08650-4804
CENTER FOR MEDICARE & MEDICAID SERVICES	ATTN: PROVIDER ENROLLMENT P.O. BOX 5007 HARTFORD CT 06104
CENTED FOD MEDICIDE & MEDICITO CEDUICES	COMPUTER SCIENCES CORP. P.O. BOX 4603 RENSSELAER NY 12114

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Claim Name			Address Information
CENTER FOR MEDICARE &	MEDICAID	SERVICES	PROVIDER ENROLLMENT UNIT P.O. BOX 8045 HARRISBURG PA 17105-8045
CENTER FOR MEDICARE &	MEDICAID	SERVICES	ATTN: CHARLOTTE G. FOSTER 150 S. INDEPENDENCE MALL WEST, STE 216 PHILADELPHIA PA 19106
CENTER FOR MEDICARE &	MEDICAID	SERVICES	HP ENTERPRISE SVS, LLC PROVIDER RELATIONS P.O. BOX 909 NEW CASTLE DE 19720
CENTER FOR MEDICARE &	MEDICAID	SERVICES	PROVIDER ENROLLMENT P.O. BOX 17030 BALTIMORE MD 21203
CENTER FOR MEDICARE &	MEDICAID	SERVICES	PROVIDER ENROLLMENT P. O. BOX 9118 HINGHAM MA 02043
CENTER FOR MEDICARE &	MEDICAID	SERVICES	HP ENTERPRISE SERVICES, LLC - PROVIDER ENROLLMENT P.O. BOX 2010 WARWICK RI
			02887-2010
CENTER FOR MEDICARE &	MEDICAID	SERVICES	PROVIDER ENROLLMENT 129 PLEASANT STREET CONCORD NH 03301
CENTER FOR MEDICARE &	MEDICAID	SERVICES	PROVIDER ENROLLMENT 11 STATE HOUSE STATION AUGUSTA ME 04333-0011
CENTER FOR MEDICARE &	MEDICAID	SERVICES	HP ENTERPRISE SERVICES, LLC - PROVIDER ENROLLMENT P.O. BOX 888 WILLISTON VT 05495-0888
CENTER FOR MEDICARE &	MEDICAID	SERVICES	ATTN: RODNEY MORRIS U.S. DEPARTMENT OF JUSTICE, CIVIL DIVISION 1100 L ST., N.W., ROOM 10004 WASHINGTON DC 20005
CENTER FOR MEDICARE &	MEDICAID	SERVICES	ACS/XEROX - PROVIDER ENROLLMENT P.O. BOX 34761 WASHINGTON DC 20043-4761
ENTER FOR MEDICARE &	MEDICAID	SERVICES	ATTN: RODNEY MORRIS U.S. DEPARTMENT OF JUSTICE, CIVIL DIVISION P.O. BOX 875,
			BEN FRANKLIN STATION WASHINGTON DC 20044
CENTER FOR MEDICARE &	MEDICAID	SERVICES	PROVIDER ENROLLMENT 600 EAST BROAD STREET RICHMOND VA 23219
ENTER FOR MEDICARE &	MEDICAID	SERVICES	PROVIDER ENROLLMENT P.O. BOX 625 CHARLESTON WV 25322-0625
ENTER FOR MEDICARE &	MEDICAID	SERVICES	ATTN: PROVIDER ENROLLMENT P.O. BOX 300020 RALEIGH NC 27622-8020
ENTER FOR MEDICARE &	MEDICAID	SERVICES	PROVIDER ENROLLMENT P.O. BOX 8809 COLUMBIA SC 29202-1412
ENTER FOR MEDICARE &	MEDICAID	SERVICES	HP ENTERPRISE SERVICES, LLC PROVIDER SERVICES P.O. BOX 2110 FRANKFORT KY 40602
ENTER FOR MEDICARE &	MEDICAID	SERVICES	PROVIDER ENROLLMENT P.O. BOX 1461 COLUMBUS OH 43216-1461
ENTER FOR MEDICARE &	MEDICAID	SERVICES	PROVIDER SERVICES UNIT P.O. BOX 30238 LANSING MI 48909
ENTER FOR MEDICARE &	MEDICAID	SERVICES	PROVIDER ENROLLMENT P.O. BOX 105201 TUCKER GA 30085-5201
ENTER FOR MEDICARE &	MEDICAID	SERVICES	HP ENTERPRISE SERVICES, LLC - PROVIDER ENROLLMENT P.O. BOX 7070 TALLAHASSEE FL 32314-7070
CENTER FOR MEDICARE &	MEDICAID	SERVICES	HPES PROVIDER ENROLLMENT P.O. BOX 241685 MONTGOMERY AL 36124-1685
ENTER FOR MEDICARE &	MEDICAID	SERVICES	PROVIDER SERVICES UNIT 310 GREAT CIRCLE ROAD NASHVILLE TN 37243
ENTER FOR MEDICARE &	MEDICAID	SERVICES	DME PROVIDER ENROLLMENT P. O. BOX 7263 INDIANAPOLIS IN 46207-7263
ENTER FOR MEDICARE &	MEDICAID	SERVICES	PROVIDER ENROLLMENT 100 ARMY POST ROAD DES MOINES IA 50315
ENTER FOR MEDICARE &	MEDICAID	SERVICES	PROVIDER ENROLLMENT 313 BLETTNER BLVD. MADISON WI 53784-1000
ENTER FOR MEDICARE &	MEDICAID	SERVICES	CUSTOMER SERVICES DIV. 444 LAFAYETTE ROAD ST. PAUL MN 55155-3856
ENTER FOR MEDICARE &	MEDICAID	SERVICES	PROVIDER ENROLLMENT P.O. BOX 19114 SPRINGFIELD IL 62794-9114
ENTER FOR MEDICARE &	MEDICAID	SERVICES	ATTN: MOHEALTHNET DIVISION P.O. BOX 6500 JEFFERSON CITY MO 65102-6500
ENTER FOR MEDICARE &	MEDICAID	SERVICES	ATTN: PROVIDER ENROLLMENT P.O. BOX 23078 JACKSON MS 39225
ENTER FOR MEDICARE &	MEDICAID	SERVICES	PROVIDER ENROLLMENT 700 GOVERNORS DR. PIERRE SD 57501-2291
ENTER FOR MEDICARE &	MEDICAID	SERVICES	PROVIDER ENROLLMENT 600 EAST BOULEVARD AVENUE BISMARCK ND 58505-0250
ENTER FOR MEDICARE &	MEDICAID	SERVICES	PROVIDER ENROLLMENT P.O. BOX 3571 TOPEKA KS 66601-3571
ENTER FOR MEDICARE &	MEDICAID	SERVICES	PROVIDER ENROLLMENT P.O. BOX 95026 LINCOLN NE 68509-5026
ENTER FOR MEDICARE &	MEDICAID	SERVICES	ATTN: PROVIDER ENROLLMENT UNIT P.O. BOX 80159 BATON ROUGE LA 70898-0159
ENTER FOR MEDICARE &	MEDICAID	SERVICES	PROVIDER ENROLLMENT P.O. BOX 8105 LITTLE ROCK AR 72203-8105
ENTER FOR MEDICARE &	MEDICAID	SERVICES	HP ENTERPRISE SERVICES, LLC - PROVIDER SERVICES P.O. BOX 18430 OKLAHOMA CITY OK 73154
ENTER FOR MEDICARE &	MEDICAID	SERVICES	PROVIDER SERVICES UNIT 12357 B RIATA TRACE PKWY AUSTIN TX 78727
ENTER FOR MEDICARE &	MEDICAID	SERVICES	ACS/XEROX - PROVIDER RELATIONS UNIT P.O. BOX 667 CHEYENNE WY 82003
CENTER FOR MEDICARE &	MEDICAID	SERVICES	XEROX STATE HEALTHCARE - PROVIDER ENROLLMENT 1720-A RANDOLPH ROAD ALBUQUERQUE NM 87106
CENTER FOR MEDICARE &	MEDICAID	SERVICES	ACS/XEROX - PROVIDER ENROLLMENT P.O. BOX 4936 HELENA MT 59604
		SERVICES	

Claim Name	Address Information
CENTER FOR MEDICARE & MEDICAID SERVICES	PROVIDER ENROLLMENT P.O. BOX 143106 SALT LAKE CITY UT 84114-3106
CENTER FOR MEDICARE & MEDICAID SERVICES	AHCCCS ADMINSTRATION P.O.BOX 25520, MAIL DROP 8100 PHOENIX AZ 85002
CENTER FOR MEDICARE & MEDICAID SERVICES	PROVIDER ENROLLMENT (CROSSOVER ONLY) P.O. BOX 997412, MAIL STOP 4704 SACRAMENTO CA 95899-7412
CENTER FOR MEDICARE & MEDICAID SERVICES	XEROX STATE HEALTHCARE - PROVIDER ENROLLMENT 1440 KAPIOLANI BLVD, SUITE 1400 HONOLULU HI 96814
CENTER FOR MEDICARE & MEDICAID SERVICES	PROVIDER ENROLLMENT 500 SUMMER ST., NE SALEM OR 97310-1014
CENTER FOR MEDICARE & MEDICAID SERVICES	PROVIDER ENROLLMENT P.O. BOX 45562 OLYMPIA WA 98504-5562
CENTER FOR MEDICARE & MEDICAID SERVICES	PROVIDER ENROLLMENT UNIT P.O. BOX 240808 ANCHORAGE AK 99524-0808
CENTERS FOR MEDICARE AND MEDICAID SERVICES	7500 SECURITY BOULEVARD BALTIMORE MD 21244
CENTRAL OREGON INDEPENDENT HEALTH	SERVICES, INC. D.B.A. CLEAR CHOICE HEALTH PLANS 2650 NE COURTNEY DR. BEND OR 97701
CENTRAL OREGON INDEPENDENT HEALTH SERVICES, INC.	D.B.A. CLEAR CHOICE HEALTH PLANS ATTN: GUNNAR HANSEN 2650 NE COURTNEY DR. BENI OR 97701
CENTURY HEALTH SOLUTIONS	ATTN: GINA M. OCHSNER, PRESIDENT 2951 SW WOODSIDE DR TOPEKA KS 66614-4181
CENTURY HEALTH SOLUTIONS	ATTN: GINA M. OCHSNER, PRESIDENT & CEO 2951 SW WOODSIDE DR TOPEKA KS 66614-4181
CERTIFY, LLC	20 YORK STREET SUITE 201 PORTLAND ME 04101
CERTIPAY AMERICA, LLC	199 AVE B NW SUITE 270 WINTER HAVEN FL 33881
CERTIPAY AMERICA, LLC	950 PENINSULA CORPORATE CIRCLE SUITE 2015 BOCA RATON FL 33487
CERTIPAY AMERICA, LLC	ATTN: VINCENT MEGNA, VICE PRESIDENT 950 PENINSULA CORPORATE CIRCLE BOCA RATON FL 33487
CERTIPAY AMERICA, LLC	ATTN: LISA WERNER, CONSULTANT 950 PENINSULA CORPORATE CIRCLE SUITE 2015 BOCA RATON FL 33487
CERTIPAY AMERICA, LLC	ATTN: LISA WERNER 950 PENINSULA CORPORATE CIRCLE SUITE 2015 BOCA RATON FL 33487
CHARLES W. ATWOOD, JR., MD	605 GLENDARY DRIVE PITTSBURGH PA 15215
CHOCKLETT PRESS, INC.	ATTN: BOB CHOCKLETT, VP 2922 NICHOLAS AVENUE NORTHEAST ROANOKE VA 24012
CHRIS WILLMAN, RN, CDE	1135 9TH STREET ORANGE CITY FL 32763
CHRISTINE GALLARDO, RN, BSN, CDE	632 MAXINE DRIVE EL PASO TX 79927
CHRISTINE GALLARDO, RN, BSN, CDE	ATTN: CHRISTINE GALLARDO, CDE, RN 632 MAXINE DRIVE EL PASO TX 79927
CHRISTINE GALLARDO, RN, BSN, CDE	ATTN: CHRISTINE GALLARDO, RN, BSN, CDE 632 MAXINE DRIVE EL PASO TX 79927
CIGNA CORPORATION	C/O CIGNA HEALTHCARE ATTN: NATIONAL APPEALS UNIT P.O. BOX 37963 CHARLOTTE NC 28237
CIGNA CORPORATION	ADDRESS ON FILE
CIGNA CORPORATION	ATTN: MANAGER OF CONTRACTING 3900 EAST MEXICO AVENUE SUITE 1100, ROUTING 391 DENVER CO 80210
CIGNA HEALTHCARE OF FLORIDA, INC.	ADDRESS ON FILE
CIGNA HEALTHCARE OF FLORIDA, INC.	ATTN: NETWORK OPERATIONS RTG B5PHR 900 COTTAGE GROVE ROAD HARTFORD CT 06152
CIGNA HEALTHCARE OF FLORIDA, INC.	ATTN: CONTRACTING ANALYST PHARMACY NETWORK MANAGEMTN, A-136 900 COTTAGE GROVE ROAD HARTFORD CT 06152-1136
CIGNA HEALTHCARE OF FLORIDA, INC.	ATTN: ASSISTANT VICE PRESIDENT PHARMACY NETWORK MANAGEMTN, A-136 900 COTTAGE GROVE ROAD HARTFORD CT 06152-1136
CIGNA HEALTHCARE OF VIRGINIA, INC.	ADDRESS ON FILE
CIGNA HEALTHCARE OF VIRGINIA, INC.	ATTN: NETWORK OPERATIONS RTG B5PHR 900 COTTAGE GROVE ROAD HARTFORD CT 06152
CIGNA PHARMACY MANAGEMENT	ATTN: NETWORK OPERATIONS RTG B5PHR 900 COTTAGE GROVE ROAD HARTFORD CT 06152
CIGNA PHARMACY MANAGEMENT	ATTN: NETWORK OPERATIONS RTG B5PHR 900 COTTAGE GROVE ROAD ROUTING S-128 HARTFORD CT 06152
CIGNA PHARMACY MANAGEMENT	ATTN: NETWORK OPERATIONS RTG B5PHR 900 COTTAGE GROVE ROAD HARTFORD CT 06152-1136

Claim Name	Address Information
CIGNA PHARMACY MANAGEMENT	C/O CIGNA CORPORATION, PHARMACY NETWORK MANAGEMENT, A-136 ATTN: CONTRACTING
	ANALYST 900 COTTAGE GROVE ROAD HARTFORD CT 06152-1136
CINDY WRIGHT PENARANDA, MA, MS, RD, CDE	5538 W. DAILEY STREET GLENDALE AZ 85306
CITY OF SALEM	P.O. BOX 869 114 N. BROAD STREET SALEM VA 24153
COFINITY (FORMERLY PPOM)	ATTN: CEO 28588 NORTHWESTERN HIGHWAY STE 380 SOUTHFIELD MI 48034
COHEN	445 EAST 78TH ST. APT. 5C NEW YORK NY 10021
COHEN	31 KYLE COURT STATEN ISLAND NY 10312
COLOPLAST CORP.	200 SOUTH SIXTH STREET MINNEAPOLIS MN 55402 USA
COLOPLAST CORP.	1601 WEST RIVER ROAD MINNEAPOLIS MN 55411
COLOPLAST CORP.	ATTN: JEFF REED, COMPLIANCE OFFICER 1601 WEST RIVER RD N. MINNEAPOLIS MN 5541
COLOPLAST CORP.	DEPT. CH 19024 PALATINE IL 60055-9024
COLORADO ACCESS	ATTN: PROVIDER NETWORK SERVICES PO BOX 17580 DENVER CO 80217-0580
COLORADO ACCESS	ATTN: MARIE STECKBECK, COO/VP OPERATIONS PO BOX 17580 DENVER CO 80217-0580
COLORADO ATTORNEY GENERAL	ATTN: ATTORNEY GENERAL RALPH L. CARR COLORADO JUDICIAL CENTER 1300 BROADWAY
	DENVER CO 80203
COLORADO DEPT OF REVENUE	1375 SHERMAN ST DENVER CO 80261
COLORADO SECRETARY OF STATE	1560 BROADWAY, SUITE 200 DENVER CO 80202-5169
COLWICK, JOHN	ADDRESS ON FILE
COMERICA BANK	1675 MILITARY TRAIL BOCA RATON FL 33486
COMMONWEALTH CARE ALLIANCE	ATTN: PROVIDER NETWORK SERVICES 30 WINTER ST, 11TH FL BOSTON MA 02108
COMMONWEALTH CARE ALLIANCE	ATTN: LOIS SIMON, COO 30 WINTER ST, 11TH FL BOSTON MA 02108
COMMUNITY FIRST HEALTH PLAN-TX	ATTN: PATRINA FOLWER, VP/COO 4801 NW LOOP 410, STE 1000 SAN ANTONIO TX 78229
COMMUNITY HEALTH CHOICE-TX	ATTN: KENNETH W. JANDA, EVP 2636 SOUTH LOOP WEST, STE 900 HOUSTON TX 77054
COMMUNITY HEALTH PARTNERS	ATTN: LISA STEADMAN, DIRECTOR OF OPEATION P.O. BOX 618 TAYLORS SC 29687-0012
COMMVAULT SYSTEMS, INC.	ATTN: SERVICE CONTRACT ADMINISTRATION 2 CRESCENT PLACE P.O. BOX 900 OCEANPORT NJ 07757
COMMVAULT SYSTEMS, INC.	ATTN: GENERAL COUNSEL 2 CRESCENT PLACE P.O. BOX 900 OCEANPORT NJ 07757
COMMVAULT SYSTEMS, INC.	ATTN: JOHN AIELLO 2 CRESCENT PLACE P.O. BOX 900 OCEANPORT NJ 07757
COMPLETE COLLECTION SERVICE OF SOUTH	FLORIDA, INC. 4833 NORTH DIXIE HIGHWAY OAKLAND PARK FL 33334
COMPLETE COLLECTION SERVICE OF SOUTH	FLORIDA, INC. 4833 NO. DIXIE HIGHWAY OAKLAND PARK FL 33334
COMPLETE COLLECTION SERVICE OF SOUTH	ATTN: RICHARD M. ALLEN, PRESIDENT 4833 NO. DIXIE HIGHWAY OAKLAND PARK FL 3333
FLORIDA, INC.	
COMPTON M. BIDDLE	OSTERHOUDT PRILLAMAN NATT HELSCHER YOST MAXWELL & FERGUSON, PLC 3140 CHAPARRA
	DRIVE, SUITE 200-C ROANOKE VA 24018
COMPTROLLER OF MARYLAND	ATTN: DEBORAH VULCAN, CPA, ACTING MANAGER, UNCLAIMED PROPERTY 301 W. PRESTON ST., ROOM 310 BALTIMORE MD 21201-2305
COMPUSTAFF	703 ST. ALBANS DRIVE BOCA RATON FL 33486
COMPUSTAFF	ATTN: JOHN KEMP 703 ST. ALBANS DRIVE BOCA RATON FL 33486
COMPUTERS UNLIMITED	2407 MONTANA AVE. BILLINGS MT 59101
COMPUTERS UNLIMITED	ATTN: MICHAEL SCHAER, CHAIRMAN BOARD 2407 MONTANA AVENUE BILLINGS MT 59101
COMPUTERS UNLIMITED	ATTN: KEVIN SILVERNAGEL, DIRECTOR SUPPORT SERVICES 2407 MONTANA AVENUE BILLINGS MT 59101
COMPUTERS UNLIMITED	ATTN: KEVIN SILVERNAGEL 2407 MONTANA AVENUE BILLINGS MT 59101
COMPUTERS UNLIMITED	ATTN: KEVIN SILVERNAGEL 2407 MONTANA AVENUE BILLINGS MT 59101-2336
COMPUTERS UNLIMITED	ATTN: DR. MICHAEL SCHAER, PRESIDENT 2407 MONTANA AVENUE BILLINGS MT 59101-233
COMPUWARE CORPORATION	ONE CAMPUS MARTIUS DETROIT MI 48226
COMPUWARE CORPORATION	ATTN: MICHAEL OLOJNLCZAK, SR. COUNSEL ONE CAMPUS MARTIUS DETROIT MI 48226
	ATTAL THOUSE M. INCORPLET OF CONNERS ONE CONDUCTION DETOLT. N. 40000
COMPUWARE CORPORATION	ATTN: THOMAS M. IACOBELLI, SR. COUNSEL ONE CAMPUS MARTIUS DETROIT MI 48226

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Claim Name	Address Information
INFORMED)	ATTN: MITCHELL DAVIS, CEO & PRESIDENT 3560 DALLAS PKWY FRISCO TX 75034
CONIFER HEALTH SOLUTIONS (FORMERLY INFORMED)	ATTN: DOUGLAS N. HARRINGTON, CFO 3560 DALLAS PKWY FRISCO TX 75034
CONNECTICUT ATTORNEY GENERAL	ATTN: ATTORNEY GENERAL 55 ELM ST. HARTFORD CT 06141-0120
CONNECTICUT DEPT OF REVENUE SERVICES	25 SIGOURNEY ST HARTFORD CT 06106-5032
CONNECTICUT GENERAL LIFE INSURANCE	COMPANY 900 COTTAGE GROVE ROAD HARTFORD CT 06152
CONNIE SROKA, RD, CDE	17499 DORIS STREET LIVONIA MI 48152
CONNIE SROKA, RD, CDE	ATTN: CONSTANCE C. SROKA 17499 DORIS STREET LIVONIA MI 48152
CONNIE SROKA, RD, CDE	ATTN: CONSTANCE SROKA, CDE 17499 DORIS ST. LIVONIA MI 48152-3480
CONSULTEC, INC.	9040 ROSWELL ROAD ATLANTA GA 30350
CONSULTEC, INC.	ATTN: MICHAEL ROMANZO, GM 9040 ROSWELL ROAD ATLANTA GA 30350
CONSUMER & INDUSTRY SERVICES	ATTN: ROBERT COMMODORE, SENIOR DIRECTOR 86 7TH PLACE EAST, SUITE 600 ST. PAUL MN 55101-2198
CONTINUANT INC.	2001 48TH AVENUE CT. E. SUITE A FIFE WA 98424
CONVATEC	1140 US HIGHWAY 22 STE 205 BRIDGEWATER NJ 08807-2958
CONVATEC, INC.	200 HEADQUARTERS PARK DRIVE SKILLMAN NJ 08558
CONVATEC, INC.	100 HEADQUARTERS PARK DRIVE SKILLMAN NJ 08558
CONVATEC, INC.	1140 US HIGHWAY 22 STE 205 BRIDGEWATER NJ 08807-2958
CONVATEC, INC.	C/O LEECH TISHMAN FUSCALDO & LAMPL LLC ATTN: PATRICK W. CAROTHERS 525 WILLIAM PENN PLACE, 30TH FLOOR PITTSBURGH PA 15219
CONVERGYS CORPORATION	ATTN: MARY RUTER, CONTRACT ADMINISTOR 201 E. 4TH STREET ML 102-02-128 CINCINNATI OH 45202
CONVERGYS CORPORATION	ATTN: LEGAL DEPARTMENT ATRIUM ONE 201 EAST FOURTH STREET CINCINNATI OH 45202
CONVERGYS CUSTOMER MANAGEMENT GROUP	201 E. 4TH STREET CINCINNATI OH 45202
INC.	
CONVERGYS CUSTOMER MANAGEMENT GROUP	ATTN: JEAN PATRICK, SENIOR DIRECTOR 201 E. 4TH STREET CINCINNATI OH 45202
CONVERGYS CUSTOMER MANAGEMENT GROUP	ATTN: MICHAEL L. WOODEN, SVP - ACCOUNT MGMT., SALES + MTMG. 201 E. 4TH STREET CINCINNATI OH 45202
CONVERGYS CUSTOMER MANAGEMENT GROUP	2121 NORTH 117TH AVENUE OMAHA NE 58164
CONVEY HEALTH SOLUTIONS, INC.	13621 N.W. 12TH STREET SUITE 100 SUNRISE FL 33323
COORDINATED HEALTH CARE	ATTN: KARA J. TROTT, PRESIDENT 125 DILLMONT DRIVE WORTHINGTON OH 43235-4658
COORDINATED HEALTH CARE	ATTN: LINDA FROMSON, DIRECTOR, WELLNESS PROGRAMS 125 DILLMONT DRIVE WORTHINGTON OH 43235-4658
CORNERSTONE COMMUNICATIONS, INC.	645 E. ELLIOTT KIRKWOOD MO 63122
CORNERSTONE COMMUNICATIONS, INC.	ATTN: ADMINISTRATOR 645 E. ELLIOT AVENUE KIRKWOOD MO 63122
CORNERSTONE COMMUNICATIONS, INC.	ATTN: TIMOTHY J. DEWALD 645 E. ELLIOT AVENUE KIRKWOOD MO 63122
COUNTRY PURE FOODS	ADDRESS ON FILE
COUNTRY PURE FOODS	ATTN: THOMAS KOLB, SVP, CFO 681 W. WATERLOO ROAD AKRON OH 44314-1518
COVENTRY HEALTH CARE OF VA	ATTN: CARRIE SMITHWICK 9881 MAYLAND DRIVE RICHMOND VA 23233
COVENTRY HEALTH CARE OF VA	ATTN: EILEEN WALTER, CONTRACTING OFFICER 9881 MAYLAND DRIVE RICHMOND VA
	23233-1411
COVENTRY HEALTH CARE OF VA	ATTN: GWYNN M. CAMPBELL 9881 MAYLAND DRIVE RICHMOND VA 23233-1411
COVENTRY HEALTH CARE OF VA	ATTN: WILLIAM J. O'DONNELL, VP 9881 MAYLAND DRIVE RICHMOND VA 23233-1411
COVENTRY HEALTH CARE OF VA	ATTN: MATTHEW MELESKI, VP NETWORK DEVELOPMENT 9881 MAYLAND DRIVE RICHMOND VA 23233-1411
COVENTRY HEALTH CARE OF VA	ATTN: CARRIE MCNAMARA, MANAGER, NETWORK DEVELOPMENT 9881 MAYLAND DRIVE RICHMOND VA 23233-1411
COVENTRY NATIONAL	ATTN: LEGAL DEPARTMENT 6705 ROCKLEDGE DRIVE SUITE 900 BETHESDA MD 20817
COVENTRY NATIONAL	1000 RESEARCH PARK BLVD., SUITE 200 CHARLOTTESVILLE VA 22911

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Claim Name	Address Information
COVENTRY NATIONAL	ATTN: MICHAEL WILSON, VP, NETWORK MANAGEMENT 750 RIVERPOINT DRIVE WEST
	SACRAMENTO CA 95605
COVENTRY NATIONAL	ATTN: DENNIS G. WILSON, NATIONAL VP 750 RIVERPOINT DRIVE WEST SACRAMENTO CA 95605
COX COMMUNICATIONS	ATTN: JASON MILLER 1341 CROSSWAYS BLVD CHESAPEAKE VA 23320
CRESCENT	ATTN: J BLOND, COO 121 PARK STREET CANTON NC 28716
CRESCENT	ATTN: CRESCENT PPO 1200 RIDGEFIELD BLVD. SUITE 215 ASHEVILLE NC 28806
CRESCENT	ATTN: CRESCENT HEALTH SOLUTIONS 1200 RIDGEFIELD BLVD. SUITE 215 ASHEVILLE NC 28806
CRESCENT	ATTN: MYRNA HARRIS, CEO 1200 RIDGEFIELD BLVD. SUITE 215 ASHEVILLE NC 28806
CRESCENT PREFERRED PROVIDER	ADDRESS ON FILE
CRESCENT PREFERRED PROVIDER	C/O CRESCENT HEALTH SOLUTIONS 1200 RIDGEFIELD BLVD. SUITE 215 ASHEVILLE NC
ORGANIZATION, INC.	28806
CREW CONTROL	8161 MAPLE LAWN BLVD. SUITE 120 FULTON LAWN MD 20759
CROWN LIFT TRUCKS	2971 CENTER POINT CIR. POMPANO BEACH FL 33064
CROWN LIFT TRUCKS	ATTN: FRANK PENAGOS 2971 CENTER PORT CIR. POMPANO BEACH FL 33064
CRYSTAL FINANCIAL LLC	ATTN: JOSH FRANKLIN, COO 2 INTERNATIONAL PLACE 17TH FLOOR BOSTON MA 02110
CUMMINGS PROPERTY	ATTN: PRESIDENT OR GENERAL COUNSEL 200 WEST CUMMINGS PARK WOBURN MA 01801
CURE MEDICAL	411 EAST BETTERAVIA SUITE 201 SANTA MARIA CA 93454
CURE MEDICAL	ATTN: JOHN C. ANDEISON, CEO 411 EAST BETTERAVIA STE 201 SANTA MARIA CA 93454
CURLIN, INC.	6001 EAST COLUMBUS DRIVE TAMPA FL 33619
CURLIN, INC.	ATTN: JEREMY CHAPMAN, VP 6001 E. COLUMBUS DRIVE TAMPA FL 33619
· · · · · · · · · · · · · · · · · · ·	ATTN: ELAINE EATON 6001 E. COLUMBUS DRIVE TAMPA FL 33619
CURLIN, INC.	
CYBERCODERS, INC.	320 GODDARD SUITE 100 IRVINE CA 92618
CYBERCODERS, INC.	ATTN: LANCE MILLER 320 GODDARD STE 100 IRVINE CA 92618
CYBERCODERS, INC.	ATTN: HEIDI GOLLEDGE, CEO 320 GODDARD STE 100 IRVINE CA 92618
CYNTHIA LYNN FENTON, M.D.	315 CARRERA DRIVE MILL VALLEY CA 94941
CYNTHIA LYNN FENTON, MD	ATTN: CYNTHIA LYNN FENTON, CONSULTANT MD 315 CARRERA DRIVE MILL VALLEY CA 94941
DAWN R. FORTNA	35 WEAVER AVENUE EPHRATA PA 17522
DAWN. R. FORTNA	ATTN: DAWN R. FORTNA, CDE, MSED, RN 35 WEAVER AVENUE EPHRATA PA 17522
DAWN. R. FORTNA	ATTN: DAWN FORTNA, MSED, RD, CDE 35 WEAVER AVENUE EPHRATA PA 17522
DELAWARE DIVISION OF REVENUE	820 N FRENCH ST WILMINGTON DE 19801
DELAWARE DIVISION OF REVENUE	540 S DUPONT HIGHWAY DOVER DE 19901
DELAWARE DIVISION OF REVENUE	20653 DUPONT BLVD STE 2 GEORGETOWN DE 19947
DELTA DENTAL	ATTN: ANTHONY S. BARTH, PRESIDENT 1130 SANCTUARY PARKWAY STE 600 ALPHARETTA GA 30009
DELTA DENTAL	ATTN: ANTHONY S. BARTH, PRESIDENT P.O. BOX #1809 ALPHARETTA GA 30023
DELTA DENTAL INSURANCE COMPANY	1130 SANCTUARY PARKWAY SUITE 600 ALPHARETTA GA 30009
DEPARTMENT OF COMMERCE	ATTN: YAW OBENG, SUPERINTENDENT 77 S. HIGH ST., 20TH FL. COLUMBUS OH 43266-0545
DEPARTMENT OF FINANCE	ATTN: DAVID GREGOR, DEPUTY SECRETARY OF FINANCE/ESCHEATOR 820 N. FRENCH ST., 9TH FL. WILMINGTON DE 19801-3509
DEPARTMENT OF FINANCIAL SERVICES	ATTN: WALTER GRAHAM, CHIEF OF UNCLAIMED PROPERTY 200 E. GAINES ST., 353 FLETCHER BLDG. TALLAHASSEE FL 32399-0358
DEPARTMENT OF HEALTH AND HUMAN SERVICES	200 INDEPENDENCE AVENUE, S.W. WASHINGTON DC 20201
DEPARTMENT OF LABOR	EMPLOYEE BENEFITS SECURITY ADMINISTRATION FRANCES PERKINGS BUILDING 200 CONSTITUTION AVENUE, N.W. WASHINGTON DC 20210
DEPARTMENT OF REVENUE	ATTN: DIANE HARDT, ADMINISTRATOR, INCOME, SALES & EXCISE TAX 2135 RIMROCK ROAD MADISON WI 53713
DEPARTMENT OF REVENUE	ATTN: JIM MCKEON, UNCLAIMED PROPERTY MANAGER P.O. BOX 5805 HELENA MT

#### EPIQ BANKRUPTCY SOLUTIONS, LLC

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Claim Name	Address Information
DEPARTMENT OF REVENUE	59604-5805
DEPARTMENT OF REVENUE	ATTN: JOSHUA JOYCE, ESQ., ADMINISTRATOR, UNCLAIMED PROPERTY 1600 W. MONROE PHOENIX AZ 85007
DEPARTMENT OF REVENUE	ATTN: CELESTE MONAHAN, PROGRAM MANAGER P.O. BOX 47454 OLYMPIA WA 98504-7454
DEPARTMENT OF STATE LANDS	ATTN: PATRICK TATE, UNCLAIMED PROPERTY MANAGER 775 SUMMER ST. NE, SUITE 100 SALEM OR 97301-1279
DEPARTMENT OF STATE TREASURER	ATTN: BRENDA WILLIAMS, DEPUTY TREASURER 325 N. SALISBURY ST. RALEIGH NC 27603-1385
DEPARTMENT OF TREASURY	ATTN: STEVEN HARRIS, ADMINISTRATOR OF UNCLAIMED PROPERTY ADMINISTRATION PO BOX 214 50 BARRACK ST., 6TH FL. TRENTON NJ 08695-0214
DEPARTMENT OF TRUST LANDS	ATTN: LINDA FISHER, ADMINISTRATOR P.O. BOX 5523 BISMARCK ND 58506-5523
DEPT. OF BUDGET & FINANCE	ATTN: SCOTT KAMI, ADMINISTRATOR, FINANCIAL ADMIN. DIV. P.O. BOX 150 HONOLULU HI 96810-0150
DEPT. OF REVENUE	ATTN: STEVE HARBIN, PROGRAM MANAGER 4125 WELCOME ALL ROAD ATLANTA GA 30349
DEPT. OF REVENUE -TREASURY DIVISION	ATTN: RACHEL LEWIS, UNCLAIMED PROPERTY MANAGER P.O. BOX 110420 JUNEAU AK 99811-0420
DEROYAL INDUSTRIES	ATTN: DAVID METZ, CFO 200 DEBUSK LANE POWELL TN 37849
DEROYAL INDUSTRIES	ATTN: DIRECTOR OF LEGAL SERVICES 200 DEBUSK LANE POWELL TN 37849
DEVEREAUX	1840 HOLLOW TREE COURT CHESTERFIELD MO 63017
DEXCOM, INC.	6340 SEQUENCE DRIVE SAN DIEGO CA 92121
DEXCOM, INC.	ATTN: PRESIDENT 6340 SEQUENCE DRIVE SAN DIEGO CA 92121
DEXCOM, INC.	ATTN: JESS ROPER, VP AND CFO 6340 SEQUENCE DRIVE SAN DIEGO CA 92121
DEXCOM, INC.	ATTN: LEGAL DEPARTMENT 6340 SEQUENCE DRIVE SAN DIEGO CA 92121
DHL	ATTN: ANDREAS HESPE 2700 SOUTH COMMERCE PARKWAY, SUITE 400 WESTON FL 33331
DHL	ATTN: ATHOS MICHACLIDE, VP PRICING 2700 SOUTH COMMERCE PARKWAY, SUITE 400 WESTON FL 33331
DHL GLOBAL MAIL	2700 SOUTH COMMERCE PARKWAY SUITE 400 WESTON FL 33331
DIESTRONIC MEDICAL SYSTEMS, INC.	11800 EXIT 5 PARKWAY SUITE 120 FISHERS IN 46037
DIGICLOUD	ATTN: ROGER GUPPY, PRESIDENT 801 SE JOHNSON AVENUE #1012 STUART FL 34995
DIGICLOUD SOLUTIONS	801 SE JOHNSON AVENUE #1012 STUART FL 34995
DIGITAL DATAVOICE	ATTN: DOUG NELSON, VP SALES 1210 NORTHLAND DRIVE STE 160 MENDOTA HEIGHTS MN 55120
DIRECTNET	ATTN: EXECUTIVE DIRECTOR 11800 RIDGE PARKWAY, SUITE 140 BROOMFIELD CO 80021
DISCOVERY BENEFITS, INC.	4321 20TH AVENUE, SW FARGO ND 58103
DISCOVERY BENEFITS, INC.	ATTN: SUZANNE REHR, CHIEF COMPLIANCE OFFICER/EVP 3216 13TH AVENUE S. FARGO ND 58103
DISCOVERY BENEFITS, INC.	4321 20TH AVE S FARGO ND 58103-7194
DISPENARY OF HOPE, LLC	ATTN: SCOTT CORNWELL, COO P.O. BOX 281495 NASHVILLE TN 37228
DISPENSARY OF HOPE, LLC	566 MAINSTREAM DRIVE SUITE 150 NASHVILLE TN 37228
DISTRICT OF COLUMBIA	941 NORTH CAPITAL HILL ST NE 6TH FL WASHINGTON DC 20002
DISTRICT OF COLUMBIA ATTORNEY GENERAL	ATTN: ATTORNEY GENERAL JOHN A. WILSON BUILDING 1350 PA AVE,NW SUITE 409 WASHINGTON DC 20009
DISTRICT OF COLUMBIA GOVERNMENT	ATTN: GRACIE B. MUSHER, MANAGER, UNCLAIMED PROPERTY 1101 4TH STREET, SW, SUITE W 800-B WASHINGTON DC 20024
DIVISION OF HUMAN RIGHTS	OFFICE OF THE ATTORNEY GENERAL 900 EAST MAIN STREET RICHMOND VA 23219
DIVISION OF UNCLAIMED PROPERTY	ATTN: DENNIS JOHNSTON, ADMINISTRATOR PO BOX 140530 SALT LAKE CITY UT 84114-0530
DKZ CONSULTING SERVICE, INC.	225 WOODY CIRCLE MELBOURNE BEACH FL 32951
DMI PARTNERS, INC.	121 SOUTH BROAD STREET 2ND FLOOR PHILADELPHIA PA 19107
DMI PARTNERS, INC.	121 SOUTH BROAD STREET PHILADELPHIA PA 19107

Claim Name	Address Information
DMI PARTNERS, INC.	19107
DMI PARTNERS, INC.	ATTN: ADAM WEIL 121 SOUTH BROAD STREET 2ND FLOOR PHILADELPHIA PA 19107
DOMINION AIR & MACHINERY	ATTN: GENERAL COUNSEL 100 PARSONS POND DRIVE FRANKLLIN LAKES NJ 07417
DOMINION AIR & MACHINERY	ATTN: CHUCK COLE 1401 COULTER DRIVE NW ROANOKE VA 24012
DOMINION AIR & MACHINERY	ATTN: ROBERT STEVENSON, VP 1401 COULTER DRIVE NW ROANOKE VA 24012
DOMINION AIR & MACHINERY CO.	1401 COULTER DRIVE NW ROANOKE VA 24012
DONATO	2005 EAST ATLANTA ROAD STOCKBRIDGE GA 30281
DONNA DEVEREAUX	1840 HOLLOW TREE COURT CHESTERFIELD MO 63017
DONNA DEVEREAUX	1840 HOLLOR TREE CT. CHESTERFIELD MO 63017
DONNELLEY MARKETING, INC.	5711 SOUTH 86TH CIRCLE OMAHA NE 68127
DONNELLY MARKETING, INC.	5711 SOUTH 86TH CIRCLE OMAHA NE 68127
DOPPKE, THOMAS S	ADDRESS ON FILE
DOYLESTOWN HOSPITAL HEALTH PLAN	ATTN: BARBARA HEBEL, DIRECTOR OF HR 595 WEST STATE STREET DOYLESTOWN PA 18901
DOYLESTOWN HOSPITAL HEALTH PLAN	ATTN: BARBARA HEBEL, VP OF HR 595 WEST STATE STREET DOYLESTOWN PA 18901
DR. MICHAEL H. KOCH	1030 SOUTH JEFFERSON ST. SUITE 200 ROANOKE VA 24016
DROUIN	63 E. ROLLING HILLS DRIVE CONROE TX 77304
DRUG ENFORCEMENT ADMINISTRATION	KARL C. COLDER, SPECIAL AGENT IN CHARGE WASHINGTON, DC FIELD DIVISION 800 K STREET, N.W., SUITE 500 WASHINGTON DC 20001
DRUG ENFORCEMENT ADMINISTRATION	MIAMI FIELD DIVISION MARK R. TROUVILLE, SPECIAL AGENT IN CHARGE 2100 NORTH
	COMMERCE PARKWAY WESTON FL 33326-3234
EBRX, INC.	ATTN: ANNA M. KOCH, NETWORK PHARMACY MANAGER 250 EAST BROAD STREET SUITE 600 COLUMBUS OH 04312
ECKERD HEALTH SERVICES	620 EPSILON DRIVE PTTSBURGH PA 15238
ECKERD HEALTH SERVICES	ATTN: PRESIDENT 620 EPSILON DRIVE PITTSBURGH PA 15238
ECKERD HEALTH SERVICES	ATTN: AIDEN TUITE, MANAGER, NETWORK ADMINISTRATION AND PROVIDER RELATIONS 620
	EPSILON DRIVE PITTSBURGH PA 15238
ECKERD HEALTH SERVICES	ATTN: LEGAL DEPARTMENT 8333 BRYAN DAIRY ROAD LARGO FL 33777
EDWIN MATULIN	1920 SW JAMESPORT DR PORT SAINT LUCIE FL 34953
EL PASO FIRST HEALTH PLANS, INC	ATTN: CAROL G. SMALLWOOD, PRESIDENT & CEO 2501 N. MESA EL PASO TX 79902
ELEANOR BROOKS, M. ED	5644 CANTERBURY DRIVE COLUMBUS GA 31909
ELEANOR BROOKS, M. ED	ATTN: ELEANOR BROOKS, M.ED. 5644 CANTERBURY DRIVE COLUMBUS GA 31909
ELEANOR BROOKS, M. ED	ATTN: ELEANOR BROOKS, DIABETES EDUCATOR 5644 CANTERBURY DRIVE COLUMBUS GA 31909
ELIZA CORPORATION	ATTN: LEE HORNER, SVP OF SALES 75 SYLVAN ST. DANVERS MA 01923
ELIZA CORPORATION	ATTN: CFO 75 SYLVAN STREET DANVERS MA 01923
ELIZA CORPORATION	ATTN: SEAN DONNELLY, PRESIDENT - COMMERCIAL DIVISION ONE EXPRESS WAY ST. LOUIS MO 63121
ELMCO, LLC	ATTN: MARY E. WALKER, PRESIDENT 100 NORTH MAIN STREET, SUITE 321 ELMIRA NY 14901
EMC CORPORATION	176 SOUTH STREET HOPKINTON MA 01748
EMC CORPORATION	ATTN: CHANTAL VANLEDE LYON, SR. DIRECTOR MANAGING COUNSEL 176 SOUTH STREET HOPKINTON MA 01748
EMERSON	ATTN: LORI NUGEN, CONTRACTS ADMINISTRATOR 610 EXECUTIVE CAMPUS DR. WESTERVILLE OH 43082
EMERSON NETWORK POWER, LIEBERT SERVICES,	INC. 610 EXECUTIVE CAMPUS DR WESTERVILLE OH 43082
EMERSON NETWORK POWER, LIEBERT SERVICES, INC.	ATTN: LORI NUGEN, CONTRACTS ADMINISTRATOR 610 EXECUTIVE CAMPUS DR. WESTERVILLE OH 43082
EMI HEALTH (EDUCATORS MUTUAL INSURANCE)	ATTN: STEVEN MORRISON, PRESIDENT/CEO 852 EAST ARROWHEAD LANE MURRAY UT 84107
EMPIRE HEALTH CHOICE HMO, INC	EMPIRE HEALTH CHOICE ASSURANCE, INC. ATTN: VP, HEALTH SERVICES NEW YORK ONE LIBERTY PLAZA NEW YORK NY 10006

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Claim Name	Address Information
EMPIRE HEALTHCHOICE HMO, INC	ADDRESS ON FILE
EMPIRE HEALTHCHOICE HMO, INC	ATTN: EMPIRE HEALTHCHOICE ASSURANCE, INC ONE LIBERTY PLAZA NEW YORK NY 10006
EMPIRE HEALTHCHOICE HMO, INC	ONE LIBERTY PLAZA NEW YORK NY 10016
EMPIRE HEALTHCHOICE HMO, INC	ATTN: PROVIDER NETWORK MANAGER, ANCILLARY CONTRACTING 3 HUNTINGTON QUADRANGLE MELVILLE NY 11747
EMPLOYER HEALTH OPTIONS, INC.	2801 W. AVENUE T TEMPLE TX 76504
EMPLOYER HEALTH OPTIONS, INC.	ATTN: MIKE STRICKLAND R.PH., PRESIDENT 2801 W. AVENUE T TEMPLE TX 76504
EMPLOYER HEALTH OPTIONS, INC.	ATTN: PROVIDER ENROLLMENT 2801 W. AVENUE T TEMPLE TX 76504
	ATTN: ADMINISTRATIVE OFFICE 2801 W. AVENUE T TEMPLE TX 76504
EMPLOYER HEALTH OPTIONS, INC.	P.O. BOX 360 BELTON TX 76513
EMPLOYER HEALTH OPTIONS, INC.	
EMPOWER RESOURCES, LLC	1499 W. PALMETTO PARK ROAD SUITE 208 BOCA RATON FL 33486
EMPOWER RESOURCES, LLC	C/O EMPOWER RESOURCES LLC ATTN: ANDY PITTALUGA 1499 W PALMETTO PARK RD, STE 208 BOCA RATON FL 33486
ENCODE INC	6976 PROFESSIONAL PKWY E SARASOTA FL 34240-8414
ENCORE, INC	
ENCORE, INC.	ATTN: JACK BENNETT VP 7696 15TH ST. EAST SARASOTA FL 34243
ENDOCRINOLOGY ASSOCIATES	ATTN: MICHAEL H. KOCH, MD 1030 S. JEFFERSON ST. ROANOKE VA 24016
ENVOY CORPORATION	15 CENTURY BLVD. SUITE 600 NASHVILLE TN 37214
ENVOY CORPORATION	ATTN: GREGORY T. STEVENS, VP, GEN. COUN. 15 CENTURY BLVD. STE 600 NASHVILLE TH 37214
ERNIE GREEN INDUSTRIES, INC.	ADDRESS ON FILE
ERNIE GREEN INDUSTRIES, INC.	ATTN: DARREL W. HOLLENBACKEN, V.P. FINANCE 3500 PENTAGON PARK BLVD BEAVERCREEN OH 45431
ERNST & YOUNG LLP	155 NORTH WACKER DRIVE CHICAGO IL 60606
ESSEX RECRUITING GROUP	ATTN: CARSON WILLIX, DIRECTOR 370 WEST CAMINO GARDENS BLVD #403 BOCA RATON FL 33432
ETTY BAKER	ATTN: EHY BAKER, CDE 5661 EAGLE TRACE CT. LAKE WORTH FL 33463
ETTY BAKER	ATTN: ETTY BAKER CDE 7880 SONOMA SPRINGS CIRCLE LAKE WORTH FL 33463
ETTY BAKER	ATTN: EHY BAKER, MS, RD, LD, CPE REGISTERED DIETIOUS CENTERD DIABETES EDUCATOR
	7880 SONOMA SPRINGS CIRCLE #106 LAKE WORTH FL 33463
ETTY BAKER	5661 EAGLE TRACE CT LAKE WORTH FL 33463-7398
EVOLUTIONS HEALTHCARE SYSTEM, INC	7916 EVOLUTIONS WAY NEW PORT RICHEY FL 34655
EVOLUTIONS HEALTHCARE SYSTEM, INC	ATTN: CORPORATE OPERATIONS CENTER P.O. BOX 5001 NEW PORT RICHEY FL 34656
EVOLUTIONS HEALTHCARE SYSTEM, INC	ATTN: DEBRA SUAREZ, COO P.O. BOX 5001 NEW PORT RICHEY FL 34656
EXCELLUS HEALTH PLAN, INC.	ADDRESS ON FILE
EXCELLUS HEALTH PLAN, INC.	D/B/A FLRX ATTN: JOEL OWERBACH 165 COURT ST ROCHESTER NY 14647
EXCELLUS HEALTH PLAN, INC.	ATTN: HEALTH PLAN, DIRECTOR OF PROVIDER CONTRACTING 165 COURT ST ROCHESTER NY 14647
EXPRESS SCRIPTS, INC.	200 TECHNOLOGY PARK LAKE MARY FL 32746
EXPRESS SCRIPTS, INC.	ONE EXPRESS WAY ST. LOUIS MO 63121
FCJ LLC D/B/A EPS COMMUNICATIONS	210 WEST CUMMINGS PARK WOBURN MA 01801
FENTON, CYNTHIA LYNN, M.D.	315 CARRERA DRIVE MILL VALLEY CA 94941
FIDELITY	ATTN: TIM TIDD 82 DEVONSHIRE STREET BOSTON MA 02109
FIDELITY	C/O STRATEGIC ADVISORS, INC. 82 DEVONSHIRE STREET BOSTON MA 02109
FIDELITY	P.O. BOX 770001 CINCINNATI OH 45277-0026
FIDELITY INVESTMENTS	82 DEVONSHIRE STREET BOSTON MA 02109
FIRST CHOICE HEALTH NETWORK	ATTN: NETWORK MANAGEMENT 601 UNION STREET, SUITE 1100 SEATTLE WA 98101
FIRST CHOICE HEALTH NETWORK	ATTN: GARY R. GANNAWAY, PRESIDENT & CEO 601 UNION STREET, SUITE 1100 SEATTLE WA 98101
FIRST CHOICE OF THE MIDWEST	ATTN: KRISTINA PYLE, DIRECTOR OF PROVIDER RELATIONS P.O. BOX 5078 100 SOUTH
	SPRING AVE., SUITE 220 SIOUX FALLS SD 57117-5078

Claim Name	Address Information
FIRST DATABANK, INC.	IN 46240-0930
FIRST DATABANK, INC.	1111 BAYHILL DRIVE SAN BRUNO CA 94066
FIRST DATABANK, INC.	ATTN: MARILYN DAVIS 1111 BAYHILL DRIVE SAN BRUNO CA 94066
FIRST HEALTH GROUP CORPORATION	ATTN: SANDY TSCHANNEN, DIRECTOR 4300 COX ROAD GLEN ALLEN VA 23060
FIRST HEALTH GROUP CORPORATION	ATTN: JENNIFER HAIR, MANAGER, NETWORKS AND PROGRAM DEVELOPMENT 4300 COX ROAD
	GLEN ALLEN VA 23060
FIRSTCAROLINACARE INSURANCE COMPANY	ADDRESS ON FILE
FIRSTCAROLINACARE INSURANCE COMPANY	ATTN: KENNETH J. LEWIS, PRESIDENT 42 MEMORIAL DRIVE PINEHURST NC 28374
FISHER & PAYKEL	15365 BARRANCA PARKWAY IRVINE CA 92618
FLORIDA ATTORNEY GENERAL	ATTN: ATTORNEY GENERAL THE CAPITOL PL 01 TALLAHASSEE FL 32399-1050
FLORIDA COMMISSION ON HUMAN RELATIONS	2009 APALACHEE PARKWAY, SUITE 100 TALLAHASSEE FL 32301
FLORIDA DEPARTMENT OF	ENVIRONMENTAL PROTECTION SOUTHEAST DISTRICT 400 NORTH CONGRESS AVENUE, 3RD
	FLOOR WEST PALM BEACH FL 33401-2913
FLORIDA DEPARTMENT OF ECONOMIC	107 EAST MADISON STREET, CALDWELL BUILDING TALLAHASSEE FL 32399-4120
OPPORTUNITY	
FLORIDA DEPARTMENT OF ENVIRONMENTAL	3900 COMMONWEALTH BOULEVARD M.S. 49 TALLAHASSEE FL 32399
PROTECTION	
FLORIDA DEPARTMENT OF REVENUE	5050 WEST TENNESSEE STREET TALLAHASSEE FL 32399-0100
FLORIDA DEPT OF REVENUE	P.O. BOX 7443 TALLAHASSEE FL 32314-7443
FLORIDA DEPT OF REVENUE	104 CARLTON BLDG 5050 W TENNESSEE ST TALLAHASSEE FL 32399-0100
FLORIDA HEALTH ADMINISTRATORS	ATTN: STEPHANIE THOMPSON, PROVIDER RELATIONS COORDINATOR 6499 POWERLINE ROAD,
	SUITE 206 FT. LAUDERDALE FL 33309
FLORIDA HEALTH ADMINISTRATORS	ATTN: RICH HARLEY, VP 6499 POWERLINE ROAD, SUITE 206 FT. LAUDERDALE FL 33309
FLORIDA OFFICE OF INSURANCE REGULATION	200 EAST GAINES STREET TALLAHASSEE FL 32399
FOCUS HEALTHCARE MANAGEMENT	ATTN: KATHY SWEATT, VP 720 COOL SPRINGS BOULEVARD, SUITE 300 FRANKLIN TN 37067
FRANK HARVEY	8881 LIBERTY LANE PORT ST. LUCIE FL 34952
FRONTPATH HEALTH COALITION	ATTN: CEO 12875 ECKEL JUNCTION ROAD, SUITE B PERRYSBURG OH 43551
FUJIREBIO	ATTN: MICHAEL KOCH, VICE PRESIDENT SUPPLY CHAIN 940 CROSSROADS BLVD. SEGUIN TX 78155
FUJIREBIO DIAGNOSTICS, INC	940 CROSSROADS BLVD SEGUIN TX 78155
FUTUREBIOTICS	70 COMMERCE DRIVE HAUPPAUGE NY 11788
GAILLARD	495 MCCAMPBELL HALL 1581 DODD DRIVE COLUMBUS OH 43201
GALAXY HEALTH NETWORK (MANAGED CARE	ATTN: LAURA SUTHERLAND, CONTRACT SPECIALIST P.O. BOX 201425 ARLINGTON TX
INC)	76006-1425
GALAXY HEALTH NETWORK (MANAGED CARE INC)	ATTN: JESSICA WOLOCH, CONTRACT SPECIALIST P.O. BOX 201425 ARLINGTON TX 76006-1425
GALAXY HEALTH NETWORK (MANAGED CARE	ATTN: ELENA PAGE, CONTRACT SPECIALIST P.O. BOX 201425 ARLINGTON TX 76006-1425
GALAXY HEALTH NETWORK (MANAGED CARE	ATTN: VEETA CROWLEY, CONTRACT SPECIALIST P.O. BOX 201425 ARLINGTON TX 76006-1425
GALAXY HEALTH NETWORK (MANAGED CARE	ATTN: DANIEL MARLEY, CONTRACT SPECIALIST P.O. BOX 201425 ARLINGTON TX 76006-1425
GALAXY HEALTH NETWORK (MANAGED CARE	ATTN: ERNIE PARKS, PRESIDENT P.O. BOX 201425 ARLINGTON TX 76006-1425
GALAXY HEALTH NETWORK (MANAGED CARE	ATTN: P.J. SHANE, JR., PRESIDENT P.O. BOX 201425 ARLINGTON TX 76006-1425
GALLARDO	632 MAXINE DRIVE EL PASO TX 79927
GATEWAY HEALTH ( FORMERLY GATEWAY	ATTN: BRETT JACKSON, EXECUTIVE DIRECTOR 705 MAIN STREET DANVILLE VA 24541
HEALTH ALLIANCE)	
GATEWAY HEALTH ( FORMERLY GATEWAY	C/O DAN RIVER INC. ATTN: DIRECTOR OF BENEFITS 917 W. MAIN STREET DANVILLE VA 24541

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Claim Name	Address Information
GATEWAY HEALTH ( FORMERLY GATEWAY	C/O DAN RIVER INC. ATTN: CAROL K. BRECHMER, COMPLIANCE, PRIVACY OFFICER 917 W.
HEALTH ALLIANCE)	MAIN STREET DANVILLE VA 24541
GE FINANCIAL	ATTN: ROSS ELDRIDGE, VP 2 BETHESDA METRO CENTER STE 600 BETHESDA MD 20814
GE FINANCIAL	ATTN: COUNSEL 2 BETHESDA METRO CENTER STE 600 BETHESDA MD 20814
GEMCO	ATTN: PRESIDENT 5640 HUDSON INDUSTRIAL PARKWAY HUDSON OH 44236
GEMCO	ATTN: DEE E. EDWARDS JR. 5640 HUDSON INDUSTRIAL PARKWAY HUDSON OH 44236
GEMCO MEDICAL	5640 HUDSON INDUSTRIAL PARKWAY HUDSON OH 44236
GENAIREX	15371 ROOSEVELT BULIDING SUITE 100 CLEARWATER FL 33760
GENAIREX, INC.	15371 ROOSEVELT BLVD CLEARWATER FL 33760
GENERAL ELECTRIC CAPITAL CORPORATION	P.O. BOX 35701 BILLINGS MT 59107-5701
GENERAL PARTNER OF OAKLAWN CENTER, LTD.	ATTN: JANETTE AGNEW, REGIONAL PROPERTY MANAGER SPIGEL PROPERTIES AND STANLEY SPIGEL SPIGEL PROPERTIES 70 N.E. LOOP 410, SUITE 185 SAN ANTONIO TX 78216
GENERAL PRESCRIPTIONS PROGRAMS, INC.	305 MADISON AVENUE SUITE 1166B NEW YORK NY 10165
GENPACT INTERNATIONAL, INC	ATTN: TROY MERRIMAN, VP LEGAL 42 OLD RIDGEBURY ROAD FIRST FLOOR DANBURY CT 06810
GENPACT INTERNATIONAL, INC.	42 OLD RIDGEBURY ROAD 1ST FLOOR DANBURY CT 06810
GEORGIA ATTORNEY GENERAL	ATTN: ATTORNEY GENERAL 40 CAPITOL SQUARE SW ATLANTA GA 30334-1300
GEORGIA DEPT OF REVENUE	1800 CENTURY CENTER BLVD., N.E. ATLANTA GA 30345-3205
GERELCOM	ATTN: BRYAN LANKAM, RCDD, VP 560 NW ENTERPRISE DRIVE PORT SAINT LUCIE FL 34986
GERST	11 HIDDEN ACRES DRIVE TABERNACLE NJ 08088
GILSBAR 360 ALLIANCE	ATTN: JANE COLE BUCANO, DIRECTOR, NETWORK STRATEGY 2100 COVINGTON CENTRE
	COVINGTON LA 70433
GILSBAR 360 ALLIANCE	ATTN: PROVIDER RELATIONS 2100 COVINGTON CENTRE COVINGTON LA 70433
GLAXOSMITHKLINE LLC	C/O SAFETY EVALUATION & RISK MANAGEMENT ATTN: SUZETTE OSEI, DIRECTOR 1250 S. COLLEGEVILLE RD, UP 4340 COLLEGEVILLE PA 19526-0980
GLORIA JEAN MERKEL	5244 WEST HARMON DRIVE GLENDALE AZ 85302
GLORIA JEAN MERKEL	ATTN: GLORIA JEAN MERKEL, CDE 5244 WEST HARMONT DRIVE GLENDALE AZ 85302
GMPCS PERSONAL COMMUNICATIONS	ATTN: GENERAL COUNSEL 100 PARSONS POND DRIVE FRANKLIN LAKES NJ 07417
GMPCS PERSONAL COMMUNICATIONS	ATTN: JON KLEIN, GM 1501 GREEN ROAD ST. A-B POMPANO BEACH FL 33064
GMPCS PERSONAL COMMUNICATIONS	715 NORTH MADELIA STREET SPOKANE WA 99202
GMPCS PERSONAL COMMUNICATIONS	ATTN: JON KLEIN, GM 715 NORTH MADELIA ST. SPOKANE WA 99202
GOHIO	ADDRESS ON FILE
GOHIO	ATTN: MALCOLM J. COSTA 55 E MILL ST AKRON OH 44309-2000
GONZALEZ	P.O. BOX 565996 MIAMI FL 33256
GRADY G. BYRD JR. AND GRADY G. BYRD III	ATTN: CORPORATE REAL ESTATE 100 PARSONS POND DRIVE FRANKLIN LAKES NJ 07417
GRADY G. BYRD JR. AND GRADY G. BYRD III	4B LONG SHOALS RD. P.M.B. #191 ARDEN NC 28704
GRADY G. BYRD JR. AND GRADY G. BYRD III	4E LONG SHOALS RD. ARDEN NC 28704
GRADY G. BYRD, JR. &	GRADY G. BYRD III 4 LONG SHOALS RD, UNIT E ASHEVILLE NC 28704
GRANT THORNTON LLP	1301 INTERNATIONAL PARKWAY SUITE 300 FT. LAUDERDALE FL 33323
GRANT THORNTON LLP	1301 INTERNATIONAL PARKWAY SUITE 300 FORT LAUDERDALE FL 33323
GRANT THORNTON, LLP	ATTN: RISK, REGULATORY & LEGAL AFFAIRS 175 W. JACKSON BLVD. 20TH FLOOR CHICAGO IL 60604
GRANT THORNTON, LLP	ATTN: MITCHELL R. LESS PARTNER 175 W. JACKSON BLVD. 20TH FLOOR CHICAGO IL 60604
GRANT THORNTON, LLP	175 W. JACKSON BLVD. 20TH FLOOR CHICAGO IL 60604
GRANT THORNTON, LLP	ATTN: MITCHELL LESS, PARTNER 1301 INTERNATIONAL PARKWAY SUITE 300 FT. LAUDERDALE FL 33323-2874
GRANT THORNTON, LLP	1301 INTERNATIONAL PARKWAY SUITE 300 FT. LAUDERDALE FL 33323-2874
GRANT THORNTON, LLP	ATTN: MITCHELL R. LESS 1301 INTERNATIONAL PARKWAY SUITE 300 FT. LAUDERDALE FL 33323-2874

Claim Name	Address Information
GRANT THORNTON, LLP	33323-2874
GRANT THORNTON, LLP	ATTN: RICHARD HOFRICHTER, STATE AND LOCAL TAX PARTNER 1301 INTERNATIONAL
	PARKWAY SUITE 300 FT. LAUDERDALE FL 33323-2874
GRANT THORNTON, LLP	ATTN: CHIEF LEGAL OFFICER 1301 INTERNATIONAL PARKWAY SUITE 300 FT. LAUDERDALE FL 33323-2874
GRAYBAR ELECTRIC	3451 OLEANDER AVENUE FORT PIERCE FL 34982
GREAT AMERICAN GROUP	21860 BURBANK BLVD. SUITE 300 WOODLAND HILLS CA 91367
GREENBERG TRAURIG, LLP	ATTN: WILLIAM B. ECK, PRINCIPAL SHAREHOLDER 1221 BRICKELL AVENUE SUITE 1840 MIAMI FL 33131
GREENBERG TRAURIG, P.A.	1221 BRICKELL AVENUE SUITE 1840 MIAMI FL 33131
GROSSMAN	20 DALE DRIVE EDISON NJ 28820
ROUP HOSPITALIZATION AND MEDICAL	ADDRESS ON FILE
GROUP HOSPITALIZATION AND MEDICAL	C/O CAREFIRST BLUECROSS BLUESHIELD, ATTN: INSTITUTIONAL CONTRACTING 10455
ERVICES, INC.	MILLS RUN CIRCLE; P.O. BOX 825 MAIL STOP CG-51, FIFTH FLOOR OWINGS MILLS MD 21117-0825
UAM ATTORNEY GENERAL	ATTN: ATTORNEY GENERAL 287 WEST O'BRIEN DRIVE HAGATNA GUAM 96910 HAGATNA HAGATNA 96910 GUAM
WEN B. TURNBULL, RN, BS	2757 VIA CIPRIANI #1134A CLEARWATER FL 33764
ALTHAWAY	ATTN: MIKE WOHLFORD 347 SOUTH OAK LANE WAYNESBORO VA 22980
AMILTON, JOHN C	ADDRESS ON FILE
ARTFORD INSURANCE	ATTN: WILLIAM R. SCHAFFNER, VP 690 ASYLUM AVENUE HARTFORD CT 06115
ARTFORD INSURANCE CO.	690 ASYLUM AVENUE HARTFORD CT 06115
ARTT CONSULTING GROUP, INC.	CINCINNATI OH
ARTT CONSULTING GROUP, INC.	7876 DEER/CROSSING DR. MASON OH 45040
AWAII ATTORNEY GENERAL	ATTN: ATTORNEY GENERAL 425 QUEEN ST. HONOLULU HI 96813
AWAII DEPT OF TAXATION	P.O. BOX 259 HONOLULU HI 96809-0259
AWAII MANAGEMENT ALLIANCE ASSOCIATION	ADDRESS ON FILE
AWAII MANAGEMENT ALLIANCE ASSOCIATION	ATTN: PROVIDER NETWORK MANAGEMENT HWMG, THIRD PARTY ADMINISTRATOR FOR HMAA 737 BISHOP STREET SUITE 1200 HONOLULU HI 96813
BS PHARMACY SERVICES	ATTN: SCOTT TEETS 138 LOUIS DRIVE WARMINISTER PA 18974-2829
C SCHMIEDING PRODUCE COMPANY	ATTN: ROBBY J. ZINK, CFO PO BOX 369 SPRINGDALE AR 72765
EALTH BUSINESS SYSTEMS, INC.	1300 INDUSTRIAL HIGHWAY SOUTHAMPTON PA 18966
EALTH E SYSTEMS, LLC	ATTN: ROB G. ROMA, CHIEF EXECUTIVE OFFICER 2002 N. LOIS AVENUE SUITE 700 TAMPA FL 33607
EALTH EXTRAS, LLC	ATTN: PRESIDENT 74 NORTHWOODS CIRCLE BOYNTON BEACH FL 33436
EALTH KEEPERS, INC.	ANTHEM BLUE CROSS AND BLUE SHIELD P.O. BOX 26623 RICHMOND VA 23261
EALTH KEEPERS, INC.	ANTHEM BLUE CROSS AND BLUE SHIELD P.O. BOX 26623 MAILDROP VA43A RICHMOND VA 23261
EALTH KEEPERS, INC.	ANTHEM BLUE CROSS AND BLUE SHIELD P.O. BOX 27401 MAILDROP VA43A RICHMOND VA 23279
EALTH KEEPERS, INC.	ANTHEM BLUE CROSS AND BLUE SHIELD P.O. BOX 27401 RICHMOND VA 23279
EALTH KEEPERS, INC.	ATTN: CORPORATE APPEALS UNIT P.O. BOX 27401 MAILDROP VA43A RICHMOND VA 23279
EALTH MANAGEMENT NETWORK, INC.	ATTN: MANAGER, NETWORK DEVELOPMENT 1600 WEST BROADWAY ROAD SUITE 300 TEMPE AZ
	85282
EALTH MANAGEMENT NETWORK, INC.	ATTN: LEAO F. LIGHT, VP, PROGRAM MANAGEMENT 1600 WEST BROADWAY ROAD SUITE 300 TEMPE AZ 85282
EALTH NET FEDERAL SERVICES, LLC	ATTN: VP PROVIDER NETWORK MANAGEMENT 2107 WILSON BLVD., SUITE 900 ARLINGTON VA 22201
HEALTH NET FEDERAL SERVICES, LLC	ATTN: ANTHONY J. KOELKER VICE PRESIDENT, PROVIDER NETWORK MANAGEMENT 2107 WILSON BLVD SUITE 900 ARLINGTON VA 22201
(TRICARE NORTH)	WINDOW DEVD BOTTE 900 HIGHNOTON VII 22201

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Claim Name	Address Information
HEALTH ONE ALLIANCE	ATTN: J. SCOTT GARRETT, VP, CONTRACTING 401 SOUTH WALL STREET SUITE 201 CALHOUN GA 30701
HEALTH ONE ALLIANCE	ATTN: SAM CARPENTER, CFO 401 SOUTH WALL STREET SUITE 201 CALHOUN GA 30701
HEALTH ONE ALLIANCE	ATTN: SUE CANNON, CONTRACT COORDINATOR 401 SOUTH WALL STREET SUITE 201 CALHOUN GA 30701
HEALTH PARTNERS OF KANSAS, INC.	ATTN: CREDENTIALING DEPARTMENT 550 N. LORRAINE WITCHITA KS 67214
HEALTH PARTNERS OF KANSAS, INC.	ATTN: KATHY LUCAS, VP PROR. SERVICES 550 N. LORRAINE WITCHITA KS 67214
HEALTH PAYORS ORGANIZATION, LTD.	ATTN: SENIOR VICE PRESIDENT OF NETWORKS 4301 DARROW ROAD STOW OH 44224-2694
HEALTHCARE DIAGNOSTICS SOLUTIONS, INC.	ATTN: KATIE ROBERTSON P.O. BOX 730 LOVELY AL 36551
HEALTHCARE REALTY SERVICES INCORPORATED	AS AGENT FOR HRT OF ROANOKE, INC. ATTN: PRESIDENT 3310 WEST END AVENUE, SUITE 700 NASHVILLE TN 37203
HEALTHCARE REALTY SERVICES INCORPORATED	2253 CHAMBLISS AVE NW CLEVELAND TN 37311
HEALTHCARE REALTY TRUST INCORPORATED	ATTN: ASSET ADMINISTRATION 3310 WEST END AVENUE, SUITE 700 NASHVILLE TN 37203
HEALTHCHOICE (HC)	ADDRESS ON FILE
HEALTHCHOICE (HC)	ATTN: NETWORK MANAGEMENT 3545 N.W. 58TH STREET SUITE 600 OKLAHOMA CITY OK 73112
HEALTHCORE, INC.	800 DELWARE AVENUE 5TH FLOOR WILMINGTON DE 19801
HEALTHCORE, INC.	ATTN: MARCUS WILSON 800 DELAWARE AVE, 5TH FL WILMINGTON DE 19801
HEALTHFIRST PLAN OF NEW JERSEY, INC.	ATTN: SUSAN KWON, AVP, ANCILLARY 821 ALEXANDER ROAD, SUITE 140 PRINCETON NJ 08540
HEALTHLINK	ATTN: PRESIDENT 12443 OLIVE BOULEVARD ST. LOUIS MO 63141
HEALTHNOW NEW YORK, INC.	(D/B/A BLUECROSS BLUESHIELD OF WESTERN NEW YORK & BLUESHIELD OF NORTHEASTERN NEW YORK) ATTN: VICE PRESIDENT 30 CENTURY HILL DRIVE LATHAM NY 12110-2116
HEALTHNOW NEW YORK, INC.	(D/B/A BLUECROSS BLUESHIELD OF WESTERN NEW YORK & BLUESHIELD OF NORTHEASTERN NEW YORK) ATTN: HEALTH CARE SERVICES 30 CENTURY HILL DRIVE LATHAM NY 12110-2116
HEALTHNOW NEW YORK, INC.	(D/B/A BLUECROSS BLUESHIELD OF WESTERN NEW YORK & BLUESHIELD OF NORTHEASTERN NEW YORK) ATTN: VICE PRESIDENT, NETWORK SERVICES 257 WEST GENESEE STREET BUFFALO NY 14202-2657
HEALTHNOW NEW YORK, INC.	(D/B/A BLUECROSS BLUESHIELD OF WESTERN NEW YORK & BLUESHIELD OF NORTHEASTERN NEW YORK) ATTN: STEPHEN T. SWIFT, EXECUTIVE VP/CFO 257 WEST GENESEE STREET BUFFALO NY 14202-2657
HEALTHNOW NEW YORK, INC.	(D/B/A BLUECROSS BLUESHIELD OF WESTERN NEW YORK & BLUESHIELD OF NORTHEASTERN NEW YORK) ATTN: VICE PRESIDENT 257 WEST GENESEE STREET BUFFALO NY 14202-2657
HEALTHNOW NEW YORK, INC.	(D/B/A BLUECROSS BLUESHIELD OF WESTERN NEW YORK & BLUESHIELD OF NORTHEASTERN NEW YORK) ATTN: GENERAL COUNSEL 257 WEST GENESEE STREET BUFFALO NY 14202-2657
HEALTHNOW NEW YORK, INC.	(D/B/A BLUECROSS BLUESHIELD OF WESTERN NEW YORK & BLUESHIELD OF NORTHEASTERN NEW YORK) ATTN: CORPORATE SECRETARY 257 WEST GENESEE STREET BUFFALO NY 14202-2657
HEALTHPARTNERS OF PA	ADDRESS ON FILE
HEALTHPLUS INSURANCE COMPANY	ADDRESS ON FILE
HEALTHPLUS OF MICHIGAN, INC.	ATTN: VICE PRESIDENT HEALTH SYSTEM & PURCHASER RELATIONS 2050 SOUTH LINDEN RD P.O. BOX 1700 FLINT MI 48501-1700
HEALTHPLUS OF MICHIGAN, INC.	ADDRESS ON FILE
HEALTHPLUS PARTNERS, INC	ADDRESS ON FILE
HEALTHPLUS PARTNERS, INC	ATTN: VICE PRESIDENT HEALTH SYSTEMS & PURCHASER RELATIONS 2050 S LINDEN RD P.O. BOX 1700 FLINT MI 48501-1700
HEALTHPLUS PARTNERS, INC	ATTN: VICE PRESIDENT HEALTH SYSTEM & PURCHASER RELATIONS 2050 SOUTH LINDEN RD P.O. BOX 1700 FLINT MI 48501-1700
HEALTHPLUS PARTNERS, INC.	ADDRESS ON FILE
HEALTHSCOPE BENEFITS, INC.	ATTN: PROVIDER RELATIONS DEPARTMENT 27 CORPORATE HILL DRIVE LITTLE ROCK AR 72205

Claim Name	Address Information
HEALTHSCOPE BENEFITS, INC.	ATTN: SCOTT M. BARNES, ASSISTANT VICE PRESIDENT 27 CORPORATE HILL DRIVE LITTLE ROCK AR 72205
HEALTHSMART PREFERRED CARE II, L.P.	ATTN: JAMES SABOLIK, VP, NETWORKS PO BOX 167768 DALLAS TX 75016-7768
HEALTHSMART PREFERRED CARE II, L.P.	ATTN: MARCI CONLIN, SVP 222 W. LAS COLINAS BLVD. STE 600N IRVING TX 75039
HEALTHSMART PREFERRED CARE II, L.P.	ATTN: LEGAL DEPARTMENT 222 W. LAS COLINAS BLVD. STE 600N IRVING TX 75039
HEIDI JO KAPLAN	4217 MARSIELLES AVENUE SARASOTA FL 34233
HEIDI JO KAPLAN	3321 MINK RD SARASOTA FL 34235-6731
HENDERSON	4057 DORADO DRIVE PALM BEACH GARDENS FL 33418
HENDERSON	ATTN: MARY E. HENDERSON PALEY, REGISTERED DIETITIAN/CERTIFIED DIABETES
HENDERSON	EDUCATOR 4057 DORADO DR PALM BEACH GARDENS FL 33418
HERTZ	12426 DEEP SPRING LANE HOUSTON TX 77077
HH&S INSTALLATIONS	ATTN: EUGENE G. AYERS, OWNER/PRESIDENT 2225 PARK PLACE BOCA RATON FL 33486
HIGHMARK BCBS OF PA	ATTN: SVP, PROVIDER & CLINICAL SERVICES 120 FIFTH AVE. PLACE, SUITE 871 PITTSBURGH PA 15222
HIGHMARK BCBSD INC.	D/B/A BLUE CROSS BLUE SHIELD OF DELAWARE ATTN: PROVIDER CONTRACTING (1-9-30) 800 DELAWARE AVE STE 900 WILMINGTON DE 19801
HIGHMARK BLUE CROSS BLUE SHIELD WEST	ADDRESS ON FILE
HIGHMARK BLUE CROSS BLUE SHIELD WEST	ADDRESS ON FILE
HIGHMARK BLUE CROSS BLUE SHIELD WEST VIRGINIA	614 MARKET STREET P.O. BOX 1948 PARKERSBURG WV 26101
HIGHMARK BLUE CROSS BLUE SHIELD WEST VIRGINIA	ATTN: J. FRED EARLEY, II P.O. BOX 1948 614 MARKET STREET PARKERSBURG WV 26102
HIGHMARK BLUE CROSS BLUE SHIELD WEST VIRGINIA	ATTN: PRESIDENT OF HIGHMARK WEST VIRGINIA INC. 614 MARKET STREET P.O. BOX 1948 PARKERSBURG WV 26102-1948
HIGHMARK BLUE CROSS BLUE SHIELD WEST	ATTN: GENERAL COUNSEL 614 MARKET STREET P.O. BOX 1948 PARKERSBURG WV
VIRGINIA	26102-1948
HIGHMARK INC.	ADDRESS ON FILE
HIGHMARK WEST VIRGINIA INC. D/B/A	ADDRESS ON FILE
HIGHMARK, INC	ATTN: ROBERT WANOVICH, VP, MARKET STRATEGY & DELIVERY 120 FIFTH AVENUE PLACE
	SUITE 871 PITTSBURGH PA 15222
HIGHMARK, INC	ATTN: SANDRA R. TOMLINSON, SVP, PROVIDER AND CLINICAL SERVICES 120 FIFTH AVENUE PLACE SUITE 871 PITTSBURGH PA 15222
HIGHMARK, INC	ATTN: SANDRA R. TOMLINSON, SVP, PROVIDER AND CLINICAL SERVICES 120 FIFTH
	AVENUE PLACE SUITE 871 PITTSBURGH PA 15222-3099
HIGHMARK, INC	ATTN: ROBERT WANOVICH, VP, MARKET STRATEGY & DELIVERY 120 FIFTH AVENUE SUITE 871 PITTSBURGH PA 15222-3099
HILL	CORE HEALTH MEDICAL 3844 E TREMONT AVE BRONX NY 10465
HILL YORK SERVICE CORPORATION	ATTN: DOLLY EGUSOUIZA PO BOX 350155 FORT LAUDERDALE FL 33335
HILL YORK SERVICE CORPORATION	3972 WESTGATE AVE WEST PALM BEACH FL 33409
HILL YORK SERVICE CORPORATION	ATTN: BRIAN ROY 3927 WESTGATE AVE WEST PALM BEACH FL 33409
HINES AND ASSOCIATES, INC.	ATTN: MARK ZURBLIS, PROVIDER RELATIONS COORDINATOR 115 EAST HIGHLAND AVE ELGIN IL 60120
HME NATIONAL NETWORK LLC	ADDRESS ON FILE
HMO BLUE TEXAS	ATTN: VICE PRESIDENT NETWORK MANAGEMENT P.O. BOX 833840 RICHARDSON TX 75083-3840
HMO PARTNERS, INC., D/B/A HEALTH	ADDRESS ON FILE
HMO PARTNERS, INC., D/B/A HEALTH	ATTN: PRESIDENT & CEO P.O. BOX 8069 LITTLE ROCK AR 72203-8069
ADVANTAGE	
HMO PARTNERS, INC., D/B/A HEALTH ADVANTAGE	ATTN: MANAGER, PROVIDER NETWORK OPERATIONS P.O. BOX 2181 LITTLE ROCK AR 77203-2181
HOLLAND & KNIGHT, LLP	10 ST. JAMES AVENUE BOSTON MA 02116
HOLLAND & KNIGHT, LLP	ATTN: JEFFREY W. MITTLEMAN 10 ST JAMES AVE BOSTON MA 02116

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Claim Name	Address Information
HOLLISTER	ATTN: MICHAEL GRESAVAGE, GENERAL MANAGER, OWC PRODUCTS 2000 HOLISTER DRIVE
	LIBERTYVILLE IL 60048
HOOKER	2982 60TH AVENUE S ST. PETERSBURG FL 33712
HORIZON BLUE CROSS BLUE SHIELD	3 PENN PLAZA EAST NEWARK NJ 07105
HORIZON BLUE CROSS, BLUE SHIELD OF NEW	ATTN: JOHN ROEFARO, DIRECTOR, REGIONAL HOSPITAL AND ANCILLARY CONTRACTING
JERSEY	THREE PEN PLAZA EAST NEW WARK NJ 07105-2200
HORIZON BLUE CROSS, BLUE SHIELD OF NEW	ATTN: JOHN ROEFARO, DIRECTOR, REGIONAL HOSPITAL AND ANCILLARY CONTRACTING
JERSEY	THREE PEN PLAZA EAST NEWARK NJ 07105-2200
HORIZON HEALTH CARE OF NEW JERSEY,	P.O. BOX 820 NEWARK NJ 07101-0820
INC.,	
HORIZON HEALTH CARE OF NEW JERSEY,	P.O. BOX 1609 NEWARK NJ 07101-1609
INC.,	
HORIZON HEALTH CARE OF NEW JERSEY,	ADDRESS ON FILE
INC.,	
HORIZON HEALTH CARE OF NEW JERSEY, INC.,	3 PENN PLAZA EAST NEWARK NJ 07105
HORIZON HEALTH CARE OF NEW JERSEY,	ATTNI. NETWORK MANACEMENT DEDARTMENT 2 DENNI DIAZA EACT DD 14N NEWARK NI 07105
INC.,	ATTN: NETWORK MANAGEMENT DEPARTMENT 3 PENN PLAZA EAST, PP-14N NEWARK NJ 07105
HORIZON HEALTH CARE OF NEW JERSEY,	ATTN: ANDREW J. SLATER, DIRECTOR OF ANCILLARY CONTRACTING 3 PENN PLAZA EAST
INC.,	NEWARK NJ 07105
HORIZON HEALTH CARE OF NEW JERSEY,	ATTN: CORPORATE SECRETARY 3 PENN PLAZA EAST, PP-16D NEWARK NJ 07105
INC.,	
HORIZON HEALTH CARE OF NEW JERSEY,	3 PENN PLAZA EAST NEWARK NJ 07105-2200
INC.,	
HORIZON HEALTHCARE OF NEW JERSEY, INC.	ADDRESS ON FILE
HORIZON HEALTHCARE OF NEW JERSEY, INC.	ATTN: GINA BASIAKOS, DIRECTOR, NETWORK CONTRACTING P.O. BOX 820 NEWARK NJ 07101
HORIZON HEALTHCARE SERVICES, INC.	ATTN: CORPORATE SECRETARY 3 PENN PLAZA, PP-16D NEWARK NJ 07105
HORIZON HEALTHCARE SERVICES, INC.	D/B/A HORIZON BLUE CROSS BLUE SHIELD OF NEW JERSEY P.O. BOX 1609 NEWARK NJ 07010-1609
HORIZON HEALTHCARE SERVICES, INC.	D/B/A HORIZON BLUE CROSS BLUE SHIELD OF NEW JERSEY ATTN: NETWORK MANAGEMENT
	DEPARTMENT 3 PENN PLAZA EAST, PP-14N NEWARK NJ 07105
HORIZON HEALTHCARE SERVICES, INC.	D/B/A HORIZON BLUE CROSS BLUE SHIELD OF NEW JERSEY ATTN: CORPORATE SECRETARY 3 PENN PLAZA EAST, PP-16D NEWARK NJ 07105
HORIZON HEALTHCARE SERVICES, INC. D/B/A	ADDRESS ON FILE
HOUSTON DIABETES	ATTN: KATHLEEN FANNIN, RN CDE 8872 CEDARSPUR LN HOUSTON TX 77055
HOUSTON DIABETES AND WELLNESS	CONSULTANTS LLC 8872 CEDARSPUR LANE HOUSTON TX 77055
HOUSTON DIABETES AND WELLNESS	ATTN: KATHLEEN FANNIN, RN CDE 8872 CEDARSPUR LN HOUSTON TX 77055
CONSULTANTS LLC	
HRT OF ROANOKE, INC.	3310 WEST END AVENUE SUITE 700 NASHVILLE TN 37203
HULETT'S PEST PREVENTION	P.O. BOX 220928 WEST PALM BEACH FL 33422
HUMANA HEALTH PLAN, INC.	P.O. BOX 1438 500 WEST MAIN LOUISVILLE KY 40201
HUMANA HEALTH PLAN, INC.	ATTN: LAURA C. WHITE R PH., DIRECTOR, PHARMACY NETWORKS P.O. BOX 1438 500 WEST MAIN LOUISVILLE KY 40201
HUMANA HEALTH PLAN, INC.	ADDRESS ON FILE
HUMANA MILITARY HEALTHCARE SERVICES	ATTN: NETWORK DEVELOPMENT DEPT 500 WEST MAIN STREET LOUISVILLE KY 40201
HUMANA MILITARY HEALTHCARE SERVICES	C/O LAW DEPARTMENT, HUMANA INC. 500 WEST MAIN STREET LOUISVILLE KY 40201
HUMANA, INC.	P.O. BOX 1438 500 WEST MAIN LOUISVILLE KY 40201
HUSCH & BLACKWELL, LLP	ATTN: ALAN S. NEMES, PARTNER 190 CARONDELET PLAZA STE 600 ST. LOUIS MO 63105
HY-TAPE INTERNATIONAL, INC.	ATTN: SARAH HIGGINS, PRESIDENT P.O. BOX 540 PATTERSON NY 12563
I.C. SYSTEM	444 HWY 96 EAST ST. PAUL MN 55127
I.C. SYSTEMS	ATTN: MICHELLE K. DOVE, GENERAL COUNSEL/CCO 444 HIGHWAY 96 EAST ST. PAUL MN

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Claim Name	Address Information
I.C. SYSTEMS	55127
I.C. SYSTEMS	ATTN: JOHN ERICKSON, PRESIDENT 444 HIGHWAY 96 EAST ST. PAUL MN 55127
IDAHO ATTORNEY GENERAL	ATTN: ATTORNEY GENERAL STATEHOUSE BOISE ID 83720-1000
IDAHO STATE TAX COMMISSION	611 WILSON AVE STE 5704 POCATELLO ID 83201
IDAHO STATE TAX COMMISSION	440 FALLS AVE TWIN FALLS ID 83301
IDAHO STATE TAX COMMISSION	150 SHOUP AVE STE 16 IDAHO FALLS ID 83402
IDAHO STATE TAX COMMISSION	1118 "F" ST PO BOX 1014 LEWISTON ID 83501
IDAHO STATE TAX COMMISSION	800 PARK BLVD., PLAZA IV BOISE ID 83722-0410
IDAHO STATE TAX COMMISSION	1910 NORTHWEST BLVD STE 100 COEUR D'ALENE ID 83814
IDAHO STATE TREASURER'S OFFICE	ATTN: COZETTE WALTERS, ADMINISTRATOR P.O. BOX 83720 BOISE ID 83720-9101
IDS	ATTN: MARK SORRELLS 1740 4TH AVE STE A DECATUR AL 35601
IES	ATTN: SAEID MARZBAN, VP 2500 WESTON RD STE 308 WESTON ROAD FL 33331
IHEALTH CORPORATION	2875 N.E. 191ST STREET AVENTURA FL 33180
ILLINOIS ATTORNEY GENERAL	ATTN: ATTORNEY GENERAL JAMES R. THOMPSON CTR. 100 W. RANDOLPH ST. CHICAGO IL
	60601
ILLINOIS DEPT OF REVENUE	BANKRUPTCY SECTION PO BOX 64338 CHICAGO IL 60664?0338
ILLINOIS DEPT OF REVENUE	101 WEST JEFFERSON ST. 2-249 SPRINGFIELD IL 62702
INDEPENDENCE BLUE CROSS	ADDRESS ON FILE
INDEPENDENCE BLUE CROSS	ATTN: SENIOR VICE PRESIDENT CONTRACTING AND PROVIDER NETWORKS 1901 MARKET STREET 35TH FLOOR PHILADELPHIA PA 19103-1480
INDEPENDENCE BLUE CROSS	ATTN: LEGAL DEPARTMENT 1901 MARKET STREET 36TH FLOOR PHILADELPHIA PA 19103-1480
INDEPENDENCE MEDICAL	1810 SUMMIT COMMERCE PARK CLEVELAND OH 44087
INDEPENDENT HEALTH ASSOCIATION, INC.	511 FARBER LAKES DRIVE WILLIAMSVILLE NY 14221
INDEPENDENT MEDICAL SYSTEMS	ATTN: VP OF NETWORK DEVELOPMENT 5420 LBJ FREEWAY STE 805, LB 56 DALLAS TX 75240
INDEPENDENT MEDICAL SYSTEMS	ATTN: DAVID RENDALL, CEO 5420 LBJ FREEWAY STE 805, LB 56 DALLAS TX 75240
INDIANA ATTORNEY GENERAL	ATTN: ATTORNEY GENERAL INDIANA GOVERNMENT CENTER SOUTH 302 WEST WASHINGTON ST 5TH FL INDIANAPOLIS IN 46204
INDIANA DEPT OF REVENUE	100 N SENATE AVE INDIANAPOLIS IN 46204
INDIANA DEPT OF REVENUE	7811 MILHOUSE RD STE P INDIANAPOLIS IN 46241-9612
INDIANA HEALTH NETWORK	ATTN: GLENDA FREEMAN, PRESIDENT 8330 ALLISON POINTE TRAIL INDIANAPOLIS IN 46250
INFOUSA	5711 SOUTH 86TH CIRCLE OMAHA NE 68127
INSTANT DIAGNOSTICS SYSTEMS, INC.	1740 4TH AVE. STE A DACATUR AL 35601
INSULET CORPORATION	9 OAK PARK DRIVE BEDFORD MA 01730
INSULET CORPORATION	ATTN: TRAINING DEPARTMENT 9 OAK PARK DRIVE BEDFORD MA 01730
INTEGRA PARTNERS	ATTN: ANDREW SALTOUN 40 EXCHANGE PLACE, SUITE 1705 NEW YORK NY 10005
INTEGRA PARTNERS HOLDINGS LLC	ATTN: ANDREW SALTOUN, PRESIDENT 40 EXCHANGE PLACE NEW YORK NY 10005
INTEGRA PARTNERS HOLDINGS LLC	ATTN: PRESIDENT 40 EXCHANGE PLACE, SUITE 1705 NEW YORK NY 10005
INTEGRA PARTNERS HOLDINGS LLC	C/O INTEGRA PARTNERS IPA, LLC ATTN: ANDREW SALTOUN 40 EXCHANGE PLACE, SUITE 1705 NEW YORK NY 10005
INTEGRATED HEALTH PLAN	ATTN: LINDA J. PLASTER, PROVIDER RELATIONS 4020 PARK STREET, SUITE 103 ST. PETERSBURG FL 33709-4030
INTEGRATED MEDIA SOLUTIONS LLC	650 FIFTH AVENUE 35TH FLOOR NEW YORK NY 10019
INTEGRATED MEDIA SOLUTIONS LLC	650 FIFTH AVENUE NEW YORK NY 10019
INTEGRATED MEDIA SOLUTIONS LLC	ATTN: JULIO E. VILLEDA, VP, FINANCE DIRECTOR 650 FIFTH AVENUE NEW YORK NY 10019
INTELLIGENT AUDIT	336 WEST PASSAIC STREET SUITE 4 ROCHELLE PARK NJ 07662
INTER VALLEY HEALTH PLAN	ATTN: MICHELLE HAGEMAN, MANAGER, PROVIDER SERVICES 300 S. PARK AVE PO BOX 6002 POMONA CA 91769-6002

Claim Name	Address Information
INTERGROUP SERVICES CORPORATION	ATTN: JENNIFER N. NELSON, MANAGER 101 LINDENWOOD ROAD SUITE 150 MALVERN PA 19355
INTERNAL REVENUE SERVICE	EP CUSTOMER SERVICE MANAGER P.O. BOX 2508 CINCINNATI OH 45202
INTERNATIONAL FIRE PROTECTION, INC.	ATTN: KIMBERLEE BLEVINS, CORPORATE CONTRACT ADMINISTRATOR 243 ROYAL DR MADISON AL 35758
INTERNATIONAL MANAGEMENT SERVICES COMPANY	ATTN: BOB CUNNINGHAM 3633 WHEELER RD STE 350 AUGUSTA GA GA 30909
INTERNATIONAL MANAGEMENT SERVICES COMPANY	ATTN: TODD A BARNES, DIRECTOR OF OPERATIONS 3633 WHEELER RD STE 350 AUGUSTA GA GA 30909
INTERNATIONAL PHARMACY MANAGEMENT, LLC	ATTN: BRIAN N. BLACK 110 12TH STREET NORTH BIRMINGHAM AL 35203
INTERPIX, INC.	1157 VALLEY PARK DRIVE SUITE 115 P.O. BOX 800 SHAKOPEE MN 55379
INTERPLX TECHNOLOGIES	1157 VALLEY PARK DRIVE SUITE 115 SHAKOPEE MN 55379
INTERPLX TECHNOLOGIES	ATTN: VALERIE BUNNIS 1157 VALLEY PARK DR STE 115 SHAKOPEE MN 55379
INTERPLX TECHNOLOGIES	ATTN: VALERIE BUNNIS 1157 VALLEY PARK DR, STE 115 P.O. BOX 800 SHAKOPEE MN 55379
INTERWEST HEALTH	ATTN: PRESIDENT & CEO INTERWEST HEALTH 101 E. MAIN MISSOULA MT 59802
INTO GREAT COMPANIES	1177 OLENTANGY RD COLUMBUS OH 43212
INTO GREAT COMPANIES	ATTN: ALAN RUDY, CEO 1177 OLENTANGY RD COLUMBUS OH 43212
INTREPID DEVICE SUPPLY	ATTN: MARK THIERRY, CEO 19408 PARK ROW, #330 HOUSTON TX 77084
INVACARE SUPPLY GROUP	9 INDUSTRIAL ROAD MILFORD MA 01757
IOWA ATTORNEY GENERAL	ATTN: ATTORNEY GENERAL HOOVER STATE OFFICE BLDG. 1305 E. WALNUT DES MOINES IA
	50319
IOWA DEPT OF REVENUE	P.O. BOX 10460 DES MOINES IA 50306-0460
IOWA DEPT OF REVENUE	BANKRUPTCY PO BOX 10471 DES MOINES IA 50306-0471
IOWA DEPT OF REVENUE	HOOVER STATE OFFICE BUILDING 1305 E WALNUT DES MOINES IA 50319
IRON MOUNTAIN INFORMATION MANAGEMENT,	LLC 745 ATLANTIC AVE BOSTON MA 02111
IRON MOUNTAIN INFORMATION MANAGEMENT, LLC	ATTN: GENERAL COUNSEL 745 ATLANTIC AVE BOSTON MA 02111
IRON MOUNTAIN INFORMATION MANAGEMENT, LLC	ATTN: ROBERT PEREZ, TMBS 745 ATLANTIC AVE BOSTON MA 02111
IRON MOUNTAIN INFORMATION MANAGEMENT, LLC	ATTN: TERRITORY VICE PRESIDENT, SUNCOAST 3355 NW 114TH STREET MIAMI FL 33167
ISLAND GROUP	ATTN: DORIS DIAMOND 3 TOILSOME LANE EAST HAMPTON NY 11937
ITS TELECOM, INC.	ATTN: JEFFREY S. LESLIE, PRESIDENT P.O. BOX 277 INDIANTOWN FL 34956
ITS TELECOMUNICATIONS SYSTEMS, INC.	15925 SW WARFIELD BOULEVARD INDIANTOWN FL 34956
IVANS	ATTN: JULIA MARTNEZ, CONTRACTS SPECIALIST 225 HIGH RIDGE RD STAMFORD CT 06905
IVANS	ATTN: CONTRACTS SPECIALIST 5405 CYPRESS CENTER DR, STE 150 TAMPA FL 33609
IVANS, INC.	225 HIGH RIDGE ROAD STAMFORD CT 06905
IVETTE ZUNIGA	7571 163 RD COURT N. PALM BEACH GARDENS FL 33418
JAMES COHEN, RN, CDE	31 KYLE COURT STATEN ISLAND NY 10312
JEANINE JOHNSON, RD, LD	2034 PINE RIVER DR KINGWOOD TX 77339
JEANINE JOHNSON, RD, LD	2022 ROUND SPRING DRIVE KINGWOOD TX 77373
JEANINE JOHNSON, RD, LD	23907 ENGLISH OAKS DR SPRING TX 77373
JEANINE JOHNSON, RD, LD	ATTN: LEGAL 23907 ENGLISH OAKS DR SPRING TX 77373
JKG GROUP, INC.	ATTN: BRUCE GITTLIN 21 PENN PLAZA 360 W. 31ST STREET, SUITE 1000 NEW YORK NY 10001
JKG GROUP, INC.	ATTN: MICHAEL WOODRING 990 SOUTH ROGERS CIRCLE SUITE 8 BOCA RATON FL 33487
JO ANN PERREAULT, MBA, RD, LD, CDE	1202 BAHAMA BEND C2 COCONUT CREEK FL 33066
JO ANN PERREAULT, MBA, RD, LD, CDE	1202 BAHAMA BEND C-2 B2 COCONUT CREEK FL 33066
JOELE FRANK	ATTN: DANIEL KATCHER, PARTNER, VICE CHAIRMAN 622 THIRD AVE, 36TH FL NEW YORK NY 10017

Claim Name	Address Information
JOHN DEERE HEALTHCARE, INC.	ATTN: DEBBRA I. HECKER 1300 RIVER DRIVE MOLINE IL 61265
JOHN DEERE HEALTHCARE, INC.	ATTN: MANAGER, NATIONAL CONTRACTS 1300 RIVER DRIVE MOLINE IL 61265
JOHNSON	2034 PINE RIVER DRIVE KINGWOOD TX 77339
JOINT COMMISSION ON ACCREDITATION OF	HEALTHCARE ORGANIZATIONS ONE RENAISSANCE BLVD. OAKBROOK TERRACE IL 60181
JONES & ASSOCIATES	ATTN: SHAWNA ONDER (EKTRON COMPANY) ONE ROCKEFELLER PLAZA, 10TH FLOOR NEW YORK NY 10020
JOSEPH GARBARINO	151 ST. REGIS DRIVE MASSAPEQUA PARK NY 11762
JOSEPH GARBARINO	151 SAINT REGIS DR MASSEPEQUA NY 11762
JOYCE	9812 S DAMEN AVENUE CHICAGO IL 60643
JULIETTE SHIVERS	32351 CHALFONTE DRIVE WARREN MI 48092
KANSAS ATTORNEY GENERAL	ATTN: ATTORNEY GENERAL 120 S.W. 10TH AVE. 2ND FL TOPEKA KS 66612-1597
KANSAS DEPT OF REVENUE	915 SW HARRISON ST TOPEKA KS 66625-4066
KAREN DONATO, PA	2005 EAST ATLANTA ROAD STOCKBRIDGE GA 30281
KAREN DONATO, PA	2005 EAST ATLANTA ROAD STOCKBRIDGEM GA 30281
KATHY FANNIN, RN, CDE	8872 CEDARSPUR HOUSTON TX 77055
KATHY FANNIN, RN, CDE	HOUSTON DIABETES AND WELLNESS, LLC 8872 CEDARSPUR HOUSTON TX 77055
KELLY SERVICES, INC.	999 W BIG BEAVER RD TROY MI 48084
KELLY SERVICES, INC.	999 WEST BIG BEAVER ROAD TROY MI 48084-4782
KELLY SERVICES, INC.	8615 S. FEDERAL HIGHWAY PORT ST. LUCIE FL 34952
KENEXA	ATTN: ACCOUNTS RECEIVABLE 650 E. SWEDESFORD RD, 2ND FL WAYNE PA 19087
KENEXA	P.O. BOX 827674 PHILADELPHIA PA 19182-7674
KENEXA TECHNOLOGY, INC.	650 E. SWEDESFORD ROAD 2ND FLOOR WAYNE PA 19087
KENTUCKY ATTORNEY GENERAL	ATTN: ATTORNEY GENERAL 700 CAPITOL AVENUE STE 118 CAPITOL BUILDING FRANKFORT KY 40601
KENTUCKY REVENUE CABINET	501 HIGH STREET FRANKFORT KY 40601-2103
KENTUCKY STATE TREASURER	181 HAMMOND DR HOPKINSVILLE KY 42240
KEY PERSONNEL SERVICES, INC.	429 4TH AVE #608 PITTSBURGH PA 15219
KEY PERSONNEL, INC.	259 HOOVER BLVD HOLLAND MI 49423
KIT MCKINNEY, RD, LD, CDE	501 N. SPUR 63 SUITE C-2 LONGVIEW TX 75601
KIT MCKINNEY, RD, LD, CDE	ATTN: KATHRYN MCKINNEY 501 N SPUR 63 STE C-2 LONGVIEW TX 75601
KONDAKALLA	109 TEN OAKS DRIVE WEST HENDERSONVILLE TN 37075
LA COSTA SOLUTION	7040 AVENIDA ENCINAS SUITE 104 LACOSTA CA 92011
la joya	ATTN: ELODIA SALINAS, EMPLOYEE BENEFITS COORDINATOR 201 E. EXPRESSWAY 83 LA JOYA TX 78560
la joya	ATTN: DR. ALDA BENVIDES, SUPERINTENDENT OF SCHOOLS 201 E. EXPRESSWAY 83 LA JOYA TX 78560
la joya	ATTN: DR. ALDA BENVIDES, SUPERINTENDENT OF SCHOOLS PO BOX 53070 LUBBOCK TX 79453
LAURA A. ARMSTRONG	513 NW FETTERBUSH WAY JENSEN BEACH FL 34957
LAURA ANNE NOLAN	527 W. LAS PALMARITAS DRIVE PHOENIX AZ 85021-5534
LAWRENCE DATA MANAGEMENT	872 LEE HIGHWAY ROANOKE VA 24019
LEE ANN BOYD, MSN, ARNP-C, CUNP	1463 FRIENDSHIP WALKWAY FT. MEYERS FL 33901
LEEWARD ROOFING, LLC	ATTN: SEBASTIAN 608 CARNIVAL TERRACE SEBASTIAN FL 32958
LESLIE M. COLLIOPOULOS	1156 E. DIAMOND CHOLLA DRIVE SCOTTSDALE AZ 85255
LESLIE M. COLLIOPOULOS	11586 E DIAMOND CHOLLA DR SCOTTSDALE AZ 85255
LIFESCAN, INC	1000 GIBRALTAR DRIVE MILIPITAS CA 95035 USA
LIFESCAN, INC	1000 GIBRALTAR DRIVE MILPITAS CA 95035
LIFESCAN, INC	ATTN: CONTRACT SERVICES DEPARTMENT - MAIL ORDER 1000 GIBRALTAR DRIVE MILPITAS CA 95035
	ATTN: CONTRACT SERVICES 1000 GIBRALTAR DRIVE MILPITAS CA 95035

Claim Name	Address Information
LIFESCAN, INC	ATTN: ANNETTE M. DUCHON, SR. CONTRACT SERVICES ANALYST 1000 GIBRALTAR DRIVE MILPITAS CA 95035-6312
LINCOLN MEDIA SERVICES, INC.	1020 MILWAUKEE AVENUE SUITE 152 DEERFIELD IL 60015
LINCOLN MEDIA SERVICES, INC.	ATTN: GARY JONES, PRESIDENT 1020 MILWAUKEE AVE STE 152 DEERFIELD IL 60015
LINCOLN MEDIA SERVICES, INC.	51 SHERWOOD TER STE Y LAKE BLUFF IL 60044-2232
LINCOLN NATIONAL LIFE INSURANCE CO.	8801 INDIAN HILLS DRIVE OMAHA NE 68114-4066
LOIS J. GERST, RN, BSN, CDE	11 HIDDEN ACRES DRIVE TABERNACLE NJ 08088
LOIS VERGIS, MS, RD, LD, CDE	1050 CROFTMOORE LANDING SUWANEE GA 30024
LOUISIANA ATTORNEY GENERAL	ATTN: ATTORNEY GENERAL P.O. BOX 94095 BATON ROUGE LA 70804-4095
LOUISIANA DEPT OF REVENUE	617 NORTH THIRD STREET BATON ROUGE LA 70802
LOUISIANA DEPT OF REVENUE	P.O. BOX 201 BATON ROUGE LA 70821
LOUISIANA HEALTH SERVICE & INDEMNITY	ADDRESS ON FILE
LOUISIANA HEALTH SERVICE & INDEMNITY	D/B/A BLUE CROSS AND BLUE SHIELD OF LOUISIANA ATTENTION: NETWORK
COMPANY	ADMINISTRATION DIVISION P.O. BOX 98029, 5525 REITZ AVENUE BATON ROUGE LA 70809-3820
LOYALTY BUILDERS, LLC	210 COMMERCE WAY SUITE 250 PORTSMOUTH NH 03801
MAGNACARE	ATTN: GENERAL COUNSEL 1600 STEWART AVE WESTBURY NY 11590
MAINE ATTORNEY GENERAL	ATTN: ATTORNEY GENERAL STATE HOUSE STATION 6 AUGUSTA ME 04333
MAINE REVENUE SERVICES	24 STATE HOUSE STATION AUGUSTA ME 04333
MANAGED HEALTH, INC. ("HEALTHFIRST")	ATTN: JAY SCHECTMAN, CHIEF MEDICAL OFFICER 25 BROADWAY NEW YORK NY 10004
MANAGED HEALTH, INC. ("HEALTHFIRST")	ATTN: SUSAN KWON, VP, NETWORK MANAGEMENT 100 CHURCH STREET NEW YORK NY 10007
MANAGED HEALTHCARE NORTHWEST, INC.	ADDRESS ON FILE
MANAGED PHARMACY BENEFITS, INC.	1100 N. LINDBERGH BLVD. ST. LOUIS MO 63132
MARKETOUCH MEDIA, INC.	5718 WESTHEIMER ROAD HOUSTON TX 77057
MARLEN MANUFACTURING & DEVELOPMENT CO.	5150 RICHMOND ROAD BEDFORD OH 44146
MARLEN MANUFACTURING, INC.	ATTN: GARY H. FENTON, PRESIDENT 5150 RICHMOND ROAD BEDFORD OH 44146
MARSHA ANN JOHNSTON	609 PILGRIM'S WAY EAST FREEDOWN PA 16637
MARSHA ANN JOHNSTON	609 PILGRIM'S WAY EAST FREEDOM PA 16637
MARSHA JOHNSTON	609 PILGRIM'S WAY EAST FREEDOM PA 16637
MARSHALL STEVENS	ONE TAMPA CITY CENTER 201 N FRANKLIN ST, SUITE 3405 TAMPA FL 33602
MARTIN'S POINT HEALTH CARE, INC.	ADDRESS ON FILE
MARTIN'S POINT HEALTH CARE, INC.	ATTN: DONNA L. PERLEE, DIRECTOR, NETWORK MANAGEMENT P.O. BOX 9746 PORTLAND ME 04104-5040
MARY E. HENDERSON PALEY	4057 DORADO DRIVE PALM BEACH GARDENS FL 33418
MARY E. HENDERSON PALEY	2616 RANCH COURT CEDAR HILL TX 75104
MARYLAND ATTORNEY GENERAL	ATTN: ATTORNEY GENERAL 200 ST. PAUL PLACE BALTIMORE MD 21202-2202
MARYLAND OFFICE OF THE COMPTROLLER	110 CARROLL ST ANNAPOLIS MD 21411
MASSACHUSETTS ATTORNEY GENERAL	ATTN: ATTORNEY GENERAL 1 ASHBURTON PLACE BOSTON MA 02108-1698
MASSACHUSETTS DEPT OF REVENUE	DEPARTMENT OF REVENUE 200 ARLINGTON ST CHELSEA MA 02150
MASSACHUSETTS DEPT OF REVENUE	P.O. BOX 7010 BOSTON MA 02204
MATRIX ABSENCE MANAGEMENT, INC.	2421 W. PEORIA AVENUE SUITE 200 PHOENIX AZ 85029-4940
MATRIX ABSENCE MANAGEMENT, INC.	5225 HELLYER AVENUE SUITE 210 SAN JOSE CA 95138
MATRIX ABSENSE MANAGEMENT, INC.	ATTN: IVARS ZVIRBULIS, PRESIDENT 5225 HELLYER AVE STE 210 SAN JOSE CA 95138
MAUREEN G. SULLIVAN-TEVAULT	11231 62ND ST NORTH PINELLAS PARK FL 33782
MAYE	108 SANDI PLACE DALLAS GA 30132
MCKESSON	ATTN: MELISSA WU, ASSISTANT SECRETARY 30881 SHOOLCRAFT RD LIVONIA MI 48150
MCKESSON	ATTN: PRESIDENT 9700 N. 91ST STREET SUITE 232 SCOTTSDALE AZ 85258-5036
MCKESSON	ATTN: DEVON BROGAN KUNDE, CONTRACT ADMINISTRATOR 9700 N. 91ST STREET SUITE 232 SCOTTSDALE AZ 85258-5036

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Claim Name	Address Information
MCKESSON HEALTH SOLUTIONS ARIZONA INC.	9700 N. 91ST STREET SUITE 232 SCOTTSDALE AZ 85258
MCKINNEY	501 N. SPUR 63 SUITE C-2 LONGVIEW TX 75601
MCLAREN HEALTH PLAN	ATTN: BETH CAUGHLIN, VP OF HEALTH SERVICE G-3245 BEECHER RD STE 200 FLINT MI
	48532
MEDCO HEALTH SOLUTIONS, INC.	ATTN: JOHN DRISCOLL, PRESIDENT - INSURED AND EMERGING MARKETS 100 PARSONS POND DR FRANKLIN LAKES NJ 07417
MEDCO HEALTH SOLUTIONS, INC.	ATTN: LEGAL DEPARTMENT 100 PARSONS POND DR FRANKLIN LAKES NJ 07417
MEDCO HEALTH SOLUTIONS, INC.	ONE EXPRESS WAY ST. LOUIS MO 63121
MEDCO HEALTH SOLUTIONS, INC.	ATTN: JEFFREY L. HALL, PRESIDENT AND TREASURER ONE EXPRESS WAY ST. LOUIS MO 63121
MEDCO HEALTH SOLUTIONS, INC.	10471 DOUBLE R BOULEVARD RENO NV 89521
MEDCO HEALTH SOLUTIONS, INC.	ATTN: DAVID A. NORTON 10471 DOUBLE R BOULEVARD RENO NV 89521
MEDCO RESEARCH INSTITUTE, L.L.C.	100 PARSONS POND DRIVE FRANKLIN LAKES NJ 07417
MEDCOST	ATTN: PAUL STETSON, DIRECTOR, NETWORK MANAGEMENT 165 KIMEL PARK DR WINSTON-SALEM NC 27114-5347
MEDE AMERICA OF OHIO, LLC	ATTN: JOHN J. LONG, SR. VICE PRESIDENT 2045 MIDWAY DRIVE TWINSBURG OH 44087
MEDIA HORIZONS, INC.	40 RICHARDS AVENUE 6TH FLOOR NORWALK CT 06854
MEDIA HORIZONS, INC., LLC	40 RICHARDS AVENUE NORWALK CT 06854
MEDICAL MUTUAL	(FORMERLY SUPERMED-MEDICAL MUTUAL OF OH) ATTN: KENT W. CLAPP, CHAIRMAN, PRESIDENT & CEO 2060 E. 9TH STREET CLEVELAND OH 44115
MEDIMPACT HEALTHCARE SYSTEMS, INC.	ATTN: GENERAL COUNSEL 10680 TREENA STREET 5TH FLOOR SAN DIEGO CA 92131
MEDTRONIC MINIMED	ATTN: MARK GRANT, DIRECTOR SALES CHANNEL 18000 DEVONSHIRE STREET NORTHRIDGE CA 91325
MEDTRONIC MINIMED	ATTN: ADAM CLARK, DIRECTOR OF SALES CHANNEL 18000 DEVONSHIRE STREET NORTHRIDGE CA 91325
MEDTRONIC MINIMED	ATTN: FRANCINE R. KAUFMAN, M.D., VP & CMO 18000 DEVONSHIRE STREET NORTHRIDGE CA 91325
MEDTRONIC MINIMED	ATTN: VICE PRESIDENT, SALES 18000 DEVONSHIRE STREET NORTHRIDGE CA 91325
MEDTRONIC MINIMED	ATTN: VICE PRESIDENT AND SENIOR COUNSEL 18000 DEVONSHIRE STREET NORTHRIDGE CA 91325
MEDTRONIC MINIMED	ATTN: GREG MEEHAN, VP, SALES 18000 DEVONSHIRE STREET NORTHRIDGE CA 91325
MELANIE K. SIEDLINSKI	6611 WEST 86TH STREET BURBANK IL 60459
MEMBERHEALTH, INC.	29100 HALL STREET SOLON OH 44139
MERCER (US) INC.	1166 AVENUE OF THE AMERICAS NEW YORK NY 10036
MERCER (US) INC.	1560 SAWGRASS CORPORATE PARKWAY SUITE 300 SUNRISE FL 33323
MERCER (US) INC.	ATTN: DINO CATOZZO, PRINCIPAL 1560 SAWGRASS CORPORATE PARKWAY, STE 300 SUNRISE FL 33323
MERCER HEALTH & BENEFITS LLC	1560 SAWGRASS CORPORATE PARKWAY SUITE 300 SUNRISE FL 33323
MERCER HEALTH & BENEFITS LLC	ATTN: CORY M. LYNN, PARTNER 1560 SAWGRASS CORPORATE PARKWAY SUITE 300 SUNRISE FL 33323
MERCER HEALTH & BENEFITS LLC	ATTN: KIPP SMALL, REGISTERED REPRESENTATIVE 1560 SAWGRASS CORPORATE PARKWAY SUITE 300 SUNRISE FL 33323
MERCER HEALTH & BENEFITS LLC	ATTN: DINO CATOZZO, PRINCIPAL 1560 SAWGRASS CORPORATE PARKWAY SUITE 300 SUNRISE FL 33323
MERCER HEALTH & BENEFITS LLC	ATTN: DENISE M. PERNICE, SENIOR ASSOCIATE 1560 SAWGRASS CORPORATE PARKWAY SUITE 300 SUNRISE FL 33323
MERCER HEALTH & BENEFITS LLC	ATTN: SAYI LIGGONAH, SENIOR ASSOCIATE 1560 SAWGRASS CORPORATE PARKWAY SUITE 300 SUNRISE FL 33323
MERCER HEALTH AND BENEFITS LLC	10 WEYBOSSET STREET SUITE 502 PROVIDENCE RI 02903
MERITAIN HEALTH, INC - NORTH AMERICAN	ATTN: JENNIFER PEKARSKI, MANAGER, SUPPORT SERVICES 300 CORPORATE PARKWAY
PREFERRED	AMHERST NY 14226
MICHAEL H. KOCH, MD	1030 S JEFFERSON ST. ROANOKE VA 24106 USA

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Claim Name	Address Information
MICHIGAN ATTORNEY GENERAL	ATTN: ATTORNEY GENERAL P.O. BOX 30212 525 W. OTTAWA ST. LANSING MI 48909-0212
MICHIGAN DEPT OF TREASURY	430 W ALLEGAN LANSING MI 48922
MICROSOFT	C/O INSIGHT DIRECT USA, INC. ATTN: MELISSA PARKER, CONTRACTS ADMINISTRATOR
	6820 S. HARL AVE. TEMPE AZ 85283
MICROSOFT	ATTN: LARISSA LEISS DEPT. 551 VOLUME LICENSING 6100 NEIL ROAD, SUITE 210 RENO NV 89511-1137
MICROSOFT	ATTN: LUPE LOTULELEI DEPT. 551 VOLUME LICENSING 6100 NEIL ROAD, SUITE 210 RENO NV 89511-1137
MICROSOFT	ATTN: LEGAL & CORPORATE AFFAIRS VOLUME LICENSING GROUP MICROSOFT CORPORATION
MICROSOF I	ONE MICROSOFT WAY REDMOND WA 98052
MIDLAND COUNTY	ATTN: MITZI WOHLEKING, MIDLAND CO. TREASURER 2110 NORTH "A" ST STE 167 MIDLAND TX 78705
MINE SAFETY AND HEALTH ADMINISTRATION (MSHA)	1100 WILSON BOULEVARD 21ST FLOOR ARLINGTON VA 22209-3939
MINIMED DISTRIBUTION CORP.	18000 DEVONSHIRE STREET NORTHRIDGE CA 91325
MINNESOTA ATTORNEY GENERAL	ATTN: ATTORNEY GENERAL STATE CAPITOL STE. 102 ST. PAUL MN 55155
MINNESOTA DEPT OF REVENUE	600 N ROBERT ST. M/S 4130 SAINT PAUL MN 55101
MISSION CRITICAL SYSTEMS, INC.	1347 EAST SAMPLE ROAD #3 POMPANO BEACH FL 33064
MISSION CRITICAL SYSTEMS, INC.	ATTN: STEPHEN T. VEINER, VP OF ACCOUNTING 1347 EAST SAMPLE ROAD #3 POMPANO BEACH FL 33064
MISSISSIPPI ATTORNEY GENERAL	ATTN: ATTORNEY GENERAL DEPARTMENT OF JUSTICE P.O. BOX 220 JACKSON MS 39205
MISSISSIPPI PHYSICIANS CARE NETWORK	ATTN: SCOTT DENNIS, CEO PO BOX 1530 RIDGELAND MS 39158-1530
("MPCN")	
MISSISSIPPI STATE TAX COMMISSION	1577 SPRINGRIDGE RD RAYMOND MS 39154-9602
MISSISSIPPI STATE TAX COMMISSION	P.O. BOX 1033 JACKSON MS 39215
MISSOURI ATTORNEY GENERAL	ATTN: ATTORNEY GENERAL SUPREME CT. BLDG. 207 W. HIGH ST. JEFFERSON CITY MO 65101
MISSOURI DEPT OF REVENUE	HARRY S TRUMAN STATE OFFICE BLDG 301 W HIGH ST JEFFERSON CITY MO 65101
MOLINA HEALTHCARE OF TEXAS, INC.	ADDRESS ON FILE
MOLINA HEALTHCARE OF TEXAS, INC.	ATTN: CHARLES W. CARROLL, PRESIDENT P.O. BOX: 22719 LONG BEACH CA 90801
MOLINA HEALTHCARE OF WASHINGTON, INC.	ADDRESS ON FILE
MOLINA HEALTHCARE OF WASHINGTON, INC.	ATTENTION: PRESIDENT/CEO 21540 30TH DRIVE SE SUITE #400 BOTHELL WA 98021
MOLINA HEALTHCARE OF WASHINGTON, INC.	ATTN: DALE C. AHLSKOG, PRESIDENT 21540 30TH DRIVE SE SUITE #400 BOTHELL WA 98021
MONTANA ATTORNEY GENERAL	ATTN: ATTORNEY GENERAL JUSTICE BLDG. 215 N. SANDERS HELENA MT 59620-1401
MONTANA DEPT OF REVENUE	SAM W MITCHELL BLDG 125 NORTH ROBERTS, 3RD FL HELENA MT 59601
MONTGOMERY COUNTY HOSPITAL DISTRICT	ADDRESS ON FILE
MONTGOMERY COUNTY HOSPITAL DISTRICT	ATTN: ALLEN JOHNSON, CEO 200 RIVER POINT, SUITE 200 CONROE TX 77304
MONTGOMERY COUNTY HOSPITAL DISTRICT	ATTN: MCHD ACCOUNT RESPRESENTATIVE C/O BOON CHAPMAN BENEFIT ADMINISTRATORS,
	INC. 12301 RESEARCH BLVD SUITE 400 AUSTIN TX 78759
MONTREAL OSTOMY	ATTN: JAMES WILKES, PRESIDENT 555 ROUTE 78E, SUITE 458 SWANTON VT 05488
MONTREAL OSTOMY, USA, INC.	555 ROUTE 78E SUITE 458 SWANTON VT 05488
MORISETTE PAPER	ATTN: RICK GILLAM, SALES 5925 SUMMIT AVENUE BROWN SUMMIT NC 27214
MORISETTE PAPER	ATTN: GENERAL COUNSEL 5925 SUMMIT AVENUE BROWN SUMMIT NC 27214
MP CLEANING SERVICES OF FLORIDA	DBA M.P. SERVICE GROUP 475 NW ENTERPRISE DRIVE PORT ST. LUCIE FL 34986
MRN MANGER	3593 SW CORPORATE PARKWAY PALM CITY FL 34990
MS. KIMBERLY LYN "KIM" LYONS	1901 AVENUE OF THE STARS SUITE 1050 LOS ANGELES CA 90067
MS. KIMBERLY LYN "KIM" LYONS	1901 AVENUE OF THE STATS SUITE 1050 LOS ANGELES CA 90067
MSIGHTS	1930 ISAAC NEWTON SQUARE SUITE 150 RESTON VA 20190
MULTIPLAN, INC.	ADDRESS ON FILE
MULTIPLAN, INC.	ATTN: DONALD RUBIN, CHAIRMAN 115 FIFTH AVENUE NEW YORK NY 10003-1004

Claim Name	Address Information
MUNICIPAL HEALTH BENEFIT FUND	ADDRESS ON FILE
MUNICIPAL HEALTH BENEFIT FUND	ATTN: DON A. ZIMMERMAN, PLAN ADMINISTRATOR P.O. BOX 188 NORTH LITTLE ROCK AR 72115
MYERS	97 RAMAGE ROAD LAURENS SC 29360
MYLAN PHARMACEUTICALS, INC.	781 CHESTNUT RIDGE ROAD PO BOX 4310 MORGANTOWN WV 26505
MYRA VERGANI	35 BOSTON LANE PALM COAST FL 32137
NATIONAL ASSOCIATION OF BOARDS OF	PHARMACY 1600 FEEHANVILLE DRIVE MOUNT PROSPECT IL 60056
NATIONAL ASSOCIATION OF BOARDS OF	PHARMACY 1600 FEEHANVILLE DRIVE MOUNT PROSPECT IL 60056-6014
NATIONAL ASSOCIATION OF BOARDS OF PHARMACY	ATTN: CARMEN A. CATIZONE, EXECUTIVE DIRECTOR/SECRETARY 1600 FEEHANVILLE DRIVE MOUNT PROSPECT IL 60056-6014
NATIONAL ASSOCIATION OF BOARDS OF PHARMACY	ATTN: CARMEN A. CATIZONE, EXECUTIVE DIRECTOR/SECREATARY 1600 FEEHANVILLE DRIVE MOUNT PROSPECT IL 60056-6014
NATIONAL EMPLOYEE BENEFIT COMPANIES,	INC. D/B/A AMWINS RX 900 NORTHROP ROAD SUITE E WALLINGFORD CT 06492
NATIONAL EMPLOYEE BENEFIT COMPANIES, INC	ATTN: VICE PRESIDENT, PHARMACY 900 NORTHROP ROAD SUITE E WALLINGFORD CT 06492
NATIONAL EMPLOYEE BENEFIT COMPANIES, INC	ATTN: MICHAEL HAJDON, EXEC. VP 900 NORTHROP ROAD SUITE E WALLINGFORD CT 06492
NATIONAL EMPLOYEE BENEFIT COMPANIES, INC	ATTN: VICE PRESIDENT, PHARMACY 900 NORTHROP ROAD SUITE E WALLINGFORD CT 06492-1997
NATIONAL EMPLOYEE BENEFIT COMPANIES, INC	ATTN: MICHAEL HAJDON, EXEC. VP 900 NORTHROP ROAD SUITE E WALLINGFORD CT 06492-1997
NATIONAL EMPLOYEE BENEFIT COMPANIES, INC	16 INTERNATIONAL WAY WARWICK RI 02886
NATIONAL EMPLOYEE BENEFIT COMPANIES, INC	ATTN: VICE PRESIDENT, PHARMACY AMWINS RX 16 INTERNATIONAL WAY WARWICK RI 02886
NATIONAL EMPLOYEE BENEFIT COMPANIES, INC	ATTN: MICHAEL HAJDON, EXEC. VP 16 INTERNATIONAL WAY WARWICK RI 02886
NATIONAL EMPLOYEE BENEFIT COMPANIES, INC	ATTN: MICHAEL HAJDON, EXEC. VP AMWINS RX 16 INTERNATIONAL WAY WARWICK RI 02886
NATIONAL HEALTH PLAN NETWORK	ATTN: GERALD J. KLINE P.O. BOX 1010 BAYONNE NJ 07002
NATIONAL HEALTH PLAN NETWORK	ADDRESS ON FILE
NATIONAL LABOR RELATIONS BOARD	1099 14TH STREET, NW WASHINGTON DC 20570-0001
NATIONAL MEDICAL HEALTH CARD SYSTEMS,	INC. 26 HARBOR PARK DRIVE PORT WASHINGTON NY 11050
NATIONWIDE MEDICAL, INC.	ATTN: ERIK WISSIG, CFO 28632 ROADSIDE DR, STE 210 AGOURA HILLS CA 91301
NAVINET, INC.	179 LINCOLN STREET BOSTON MA 02111
NAVINET, INC.	ATTN: AMMAR AFIL, CFO/COO 179 LINCOLN ST BOSTON MA 02111
NDCHEALTH COOPERATION D/B/A RELAYHEATH	1564 N.E. EXPRESSWAY ATTN: LEGAL DEPT. ATLANTA GA 30329-2010
NEBRASKA ATTORNEY GENERAL	ATTN: ATTORNEY GENERAL STATE CAPITOL P.O. BOX 98920 LINCOLN NE 68509-8920
NEBRASKA DEPT OF REVENUE	NEBRASKA STATE OFFICE BUILDING 1313 FARNAM-ON-THE-MALL OMAHA NE 68102-1871
NEBRASKA DEPT OF REVENUE	NEBRASKA STATE OFFICE BUILDING 301 CENTENNIAL MALL SOUTH PO BOX 94818 LINCOLN NE 68508
NEBRASKA DEPT OF REVENUE	304 NORTH 5TH STREET, STE D NORFOLK NE 68701-4091
NEBRASKA DEPT OF REVENUE	TIERONE BANK BLDG, STE 460 1811 WEST SECOND ST GRAND ISLAND NE 68803-5469
NEBRASKA DEPT OF REVENUE	CRAFT STATE OFFICE BLDG 200 SOUTH SILBER ST NORTH PLATTE NE 69101-4200
NEBRASKA DEPT OF REVENUE	PANHANDLE STATE OFFICE COMPLEX 505A BROADWAY #800 SCOTTSBLUFF NE 69361-3515
NETWORK MANAGEMENT DEPARTMENT	HORIZON HEALTHCARE SERVICES, INC. 3 PENN PLAZA EAST, PP-14N NEWARK NJ 07105
NETWORKING TECHNOLOGY, INC. DBA RXNT	1106 WEST STREET ANNAPOLIS MD 21401
NETWORKING TECHNOLOGY, INC. DBA RXNT	ATTN: RANDY BOLDYGA, PRESIDENT/CEO 1106 WEST STREET ANNAPOLIS MD 21401
NETWORKING TECHNOLOGY, INC. DBA RXNT	1449 WHITEHALL RD ANNAPOLIS MD 21409-5628
NEVADA ATTORNEY GENERAL	ATTN: ATTORNEY GENERAL OLD SUPREME CT. BLDG. 100 N. CARSON ST. CARSON CITY NV 89701

Claim Name	Address Information
NEVADA DEPT OF TAXATION	2550 PASEO VERDE STE 180 HENDERSON NV 89074
NEVADA DEPT OF TAXATION	GRANT SAWYER OFFICE BLDG 555 E WASHINGTON AVE STE 1300 LAS VEGAS NV 89101
NEVADA DEPT OF TAXATION	4600 KIETZKE LANE BLDG L STE 235 RENO NV 89502
NEVADA DEPT OF TAXATION	1550 COLLEGE PARKWAY STE 115 CARSON CITY NV 89706
NEVADA DEPT OF TAXATION	1010 RUBY VISTA DR STE 102 ELKO NV 89801
NEVAREZ	222 S MAYFAIR PLACE CHICAGO HEIGHTS IL 60411
NEW HAMPSHIRE ATTORNEY GENERAL	ATTN: ATTORNEY GENERAL STATE HOUSE ANNEX 33 CAPITOL ST. CONCORD NH 03301-6397
NEW HAMPSHIRE DEPT OF REVENUE ADMIN	109 PLEASANT ST CONCORD NH 03301
NEW JERSEY ATTORNEY GENERAL	ATTN: ATTORNEY GENERAL RICHARD J. HUGHES JUSTICE COMPLEX 25 MARKET STREET P.O. BOX 080 TRENTON NJ 08625
NEW JERSEY DEPT OF THE TREASURY	DIVISION OF TAXATION 160 S BROAD ST TRENTON NJ 08625
NEW JERSEY DEPT OF THE TREASURY	DIVISION OF TAXATION PO BOX 281 TRENTON NJ 08695-0281
NEW MEXICO ATTORNEY GENERAL	ATTN: ATTORNEY GENERAL P.O. DRAWER 1508 SANTE FE NM 87504-1508
NEW MEXICO DEPARTMENT OF HEALTH	ATTN: CATHERINE D. TORRES, M.D., CABINET SECRETARY SUITES-3150 P.O. BOX 26110 SANTA FE NM 87502-6110
NEW MEXICO DEPARTMENT OF HEALTH	ATTN: DIVISION DIRECTOR OR FINANCE MANAGER SUITES-3150 P.O. BOX 26110 SANTA FE NM 87502-6110
NEW MEXICO DEPARTMENT OF HEALTH	ATTN: DEPARTMENT OF HEALTH, ASST AG SUITES-3150 P.O. BOX 26110 SANTA FE NM 87502-6110
NEW MEXICO DEPARTMENT OF HEALTH	ATTN: TAXATION AND REVENUE DEPARTMENT SUITES-3150 P.O. BOX 26110 SANTA FE NM 87502-6110
NEW MEXICO DEPT. OF	HEALTH/CHILDREN'S MEDICAL SERVICES ATTN: RICKY A. BEJARANO, CPA P.O. BOX 26110 SUITE S-3150 SANTA FE NM 87502-6110
NEW MEXICO DEPT. OF	HEALTH/CHILDREN'S MEDICAL SERVICES ATTN: CATHERINE D. TORRES, M.D., CABINET SECRETARY P.O. BOX 26110 SUITE S-3150 SANTA FE NM 87502-6110
NEW MEXICO DEPT. OF	HEALTH/CHILDREN'S MEDICAL SERVICES ATTN: DIVISION DIRECTOR OR FINANCE MANAGER P.O. BOX 26110 SUITE S-3150 SANTA FE NM 87502-6110
NEW MEXICO DEPT. OF	HEALTH/CHILDREN'S MEDICAL SERVICES ATTN: DEPARTMENT OF HEALTH, ASST AG P.O. BOX 26110 SUITE S-3150 SANTA FE NM 87502-6110
NEW MEXICO DEPT. OF HEALTH/CHILDREN'S	ADDRESS ON FILE
NEW MEXICO TAXATION AND REVENUE	1100 SOUTH ST FRANCIS DRIVE PO BOX 630 SANTA FE NM 87504-0630
NEW YORK ATTORNEY GENERAL	ATTN: ATTORNEY GENERAL DEPT. OF LAW - THE CAPITOL 2ND FL. ALBANY NY 12224
NEW YORK DEPT OF FINANCE	BANKRUPTCY SECTION PO BOX 5300 ALBANY NY 12205-0300
NEW YORK DEPT OF FINANCE	W.A. HARRIMAN CAMPUS, B8 RM 700 ALBANY NY 12227
NEW YORK DEPT OF FINANCE	W.A. HARRIMAN CAMPUS, B8 BLDG 9 RM 449 ALBANY NY 12227
NHBC	ADDRESS ON FILE
NHBC	ATTN: DESIREE BYRNE 8990 EAST RAINTREE DR SCOTTSDALE AZ 85260
NIGEL FRANK INTERNATIONAL	ATTN: ROBERT MORGENROTH, SR. MANAGER 65 BROADWAY, 10TH FL NEW YORK NY 10006
NIPRO DIAGNOSTICS, INC	2400 N.W. 55TH COURT FORT LAUDERDALE FL 33309
NIPRO DIAGNOSTICS, INC	ATTN: SCOTT VERNER, PRESIDENT 2400 NW 55TH FORT LAUDERDALE FL 33309
NIPRO DIAGNOSTICS, INC	ATTN: GENERAL COUNSEL 2400 NW 55TH FORT LAUDERDALE FL 33309
NIPRO DIAGNOSTICS, INC	ATTN: VICE PRESIDENT, FINANCE & STRATEGIC CONTRACTS 2400 NW 55TH FORT LAUDERDALE FL 33309
NORTH ALABAMA MANAGED CARE, INC.	ADDRESS ON FILE
NORTH ALABAMA MANAGED CARE, INC. (NAMCI)	ADDRESS ON FILE
NORTH ALABAMA MANAGED CARE, INC. (NAMCI)	ATTN: CATHY ONTIVEROS, PROVIDER RELATIONS REPRESENTATIVE P.O. BOX 18788 HUNTSVILLE AL 35804
NORTH ALABAMA MANAGED CARE, INC. (NAMCI)	ATTN: SHERREE CLARK, EXECUTIVE DIRECTOR P.O. BOX 18788 HUNTSVIILE AL 35804
NORTH ALABAMA MANAGED CARE, INC.	ATTN: SHERREE CLARK, EXECUTIVE DIRECTOR P.O. BOX 18788 HUNTSVILLE AL 35804

Claim Name	Address Information
(NAMCI)	ATTN: SHERREE CLARK, EXECUTIVE DIRECTOR P.O. BOX 18788 HUNTSVILLE AL 35804
NORTH ALABAMA MANAGED CARE, INC.	ATTN: CATHY ONTIVEROS, PROVIDER RELATIONS REPRESENTATIVE P.O. BOX 18788
(NAMCI)	HUNTSVIILE AL 35804
NORTH BROWARD HOSPITAL DISTRICT	ADDRESS ON FILE
NORTH CAROLINA ATTORNEY GENERAL	ATTN: ATTORNEY GENERAL DEPT. OF JUSTICE P.O. BOX 629 RALEIGH NC 27602-0629
NORTH CAROLINA DEPARTMENT OF COMMERCE	DIVISION OF EMPLOYMENT SECURITY P.O. BOX 25903 RALEIGH NC 27611-5903
NORTH CAROLINA DEPARTMENT OF INSURANCE	401 GLENWOOD AVENUE RALEIGH NC 27603
NORTH CAROLINA DEPARTMENT OF LABOR	1101 MAIL SERVICE CENTER RALEIGH NC 27699-1101
NORTH CAROLINA DEPARTMENT OF REVENUE	P.O. BOX 25000 RALEIGH NC 27640-0640
NORTH CAROLINA DEPT OF REVENUE	501 NORTH WILMINGTON ST RALEIGH NC 27604
NORTH CAROLINA DEPT. OF REVENUE	POST OFFICE BOX 25000 RALEIGH NC 27640-0640
NORTH CAROLINA OFFICE OF ADMINISTRATIVE HEARINGS	6714 MAIL SERVICE CENTER RALEIGH NC 27699-6714
NORTH DAKOTA ATTORNEY GENERAL	ATTN: ATTORNEY GENERAL STATE CAPITOL 600 E. BOULEVARD AVE. BISMARCK ND 58505-0040
NORTH DAKOTA OFFICE OF STATE TAX	COMMISSIONER 600 EAST BOULEVARD AVE DEPT 127 BISMARCK ND 58505-0599
NORTH GEORGIA HEALTH SERVICES, INC.	ADDRESS ON FILE
NORTHERN MARIANA ISLANDS	ATTN: ATTORNEY GENERAL ADMINISTRATION BUILDING P.O. BOX 10007 SAIPAN MP 96950-8907
NORTHWEST PHARMACY SERVICES	929 E MAIN AVE SUITE 310 PUYALLUP WA 98372
NORTHWEST PHARMACY SERVICES	ATTN: NORMAN G. REITZ, PRESIDENT & CEO 929 E. MAIN AVE, STE 310 PUYALLUP WA 98372-3124
NOTSOLDSEPARATELY.COM, LLC	2 FRIENDS AVENUE MEDFORD NJ 34952 USA
NOTSOLDSEPARATELY.COM, LLC	2 FRIENDS AVENUE MEDFORD NJ 08055
NOTSOLDSEPARATELY.COM, LLC	ATTN: KEVIN DURR, VP 2 FRIENDS AVENUE MEDFORD NJ 08055
NOTSOLDSEPARATELY.COM, LLC	ATTN: KEVIN DURR, CEO 2 FRIENDS AVENUE MEDFORD NJ 08055
NOTSOLDSEPERATELY.COM, LLC	2 FRIENDS AVENUE MEDFORD NJ 08055
NOVA HEALTHCARE ADMINISTRATORS, INC. &	ADDRESS ON FILE
NOVA HEALTHCARE ADMINISTRATORS, INC. &	NOVA MEDICALCARE NETWORK ATTN: KRISTY S. LONG, VP OPERATIONS P.O. BOX 1210 GRAND ISLAND NY 14072
NU HOPE LABORATORIES, INC.	12640 BRANFORD STREET PACOIMA CA 91333
NU HOPE LABORATORIES, INC.	12640 BRANFORD STREET PACOIMA CA 91333-1150
NU HOPE LABORATORIES, INC.	ATTN: BRADLEY J GALINDO, PRESIDENT 12640 BRANFORD STREET PACOIMA CA 91333-1150
OAKLAWN CENTER, LTD.	40 N.E. LOOP 410 #102 SAN ANTONIO TX 78216
OAKLAWN CENTER, LTD.	ATTN: STANLEY SPIGEL, PRESIDENT, GENERAL PARTNER 40 N.E. LOOP 410 40 N.E. LOOP 410 #102 SAN ANTONIO TX 78216
OASIS REFRESHMENT SYSTEMS, INC.	8801 ENTERPRISE BLVD. LARGO FL 33773
ODS HEALTH PLAN, INC.	ADDRESS ON FILE
ODS HEALTH PLAN, INC.	ATTN: PROFESSIONAL RELATIONS DEPARTMENT 601 SW SECOND AVENUE PORTLAND OR 97204-3156
ODS HEALTH PLAN, INC.	ATTN: MARY M. RANSOME, DIRECTOR, MEDICAL RELATIONS 601 SW SECOND AVENUE PORTLAND OR 97204-3156
OFFICE OF SECRETARY OF STATE	NINA MITCHELL WELLS, SECRETARY OF STATE PO BOX 300 TRENTON NJ 08625
OFFICE OF SECRETARY OF STATE	SUSAN BYSIEWICZ, SECRETARY OF STATE STATE CAPITOL, ROOM 104 HARTFORD CT 06105
OFFICE OF SECRETARY OF STATE	LORRAINE CORTES-VAZQUEZ, SECRETARY OF STATE, ONE COMMERCE PLAZA 99 WASHINGTON AVE., SUITE 1100 ALBANY NY 12231
OFFICE OF SECRETARY OF STATE	PEDRO A CORTES, SECRETARY OF THE COMMONWEALTH 302 NORTH OFFICE BLDG HARRISBURG PA 17120
OFFICE OF SECRETARY OF STATE	JEFFREY BULLOCK, SECRETARY OF STATE TOWNSEND BUILDING 401 FEDERAL ST, STE 3 DOVER DE 19901

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OFFICE OF SECRETARY OF STATE	WILLIAM FRANCIS GALVIN, SECRETARY OF THE COMMONWEALTH STATE HOUSE, ROOM 337 BOSTON MA 02133
OFFICE OF SECRETARY OF STATE	A. RALPH MOLLIS, SECRETARY OF STATE 217 STATE HOUSE 82 SMITH ST. PROVIDENCE RI 02903
OFFICE OF SECRETARY OF STATE	WILLIAM M GARDNER, SECRETARY OF STATE 107 N MAIN ST CONCORD NH 03301
OFFICE OF SECRETARY OF STATE	MATTHEW DUNLAP, SECRETARY OF STATE 148 STATE HOUSE STATION AUGUSTA ME 04333-0148
OFFICE OF SECRETARY OF STATE	DEBORAH L MARKOWITZ, SECRETARY OF STATE 26 TERRACE STREET MONTPELIER VT 05609-1101
OFFICE OF SECRETARY OF STATE	STEPHANIE SCOTT SECRETARY OF THE DISTRICT 1350 PENNSYLVANIA AVE., NW, SUITE 419 WASHINGTON DC 20004
OFFICE OF SECRETARY OF STATE	KATHERINE K. HANLEY, SECRETARY OF STATE PO BOX 2454, CAPITOL SQ. RICHMOND VA 23218
OFFICE OF SECRETARY OF STATE	NATALIE TENNANT, SECRETARY OF STATE BLDG 1, SUITE-157K 1900 KANAWHA BLVD EAST CHARLESTON WV 25305
OFFICE OF SECRETARY OF STATE	ELAINE F MARSHALL, SECRETARY OF STATE PO BOX 29622 RALEIGH NC 27626-0622
OFFICE OF SECRETARY OF STATE	MARK HAMMOND, SECRETARY OF STATE PO BOX 11350 COLUMBIA SC 29211
OFFICE OF SECRETARY OF STATE	TREY GRAYSON, SECRETARY OF STATE 700 CAPITOL AVE, STE 152 FRANKFORT KY 40601-3493
OFFICE OF SECRETARY OF STATE	JENNIFER BRUNNER, SECRETARY OF STATE 180 E BROAD STREET COLUMBUS OH 43215
OFFICE OF SECRETARY OF STATE	TERRI LYNN LAND, SECRETARY OF STATE 430 W. ALLEGAN STREET, 4TH FL LANSING MI 48918
OFFICE OF SECRETARY OF STATE	KAREN HANDEL, SECRETARY OF STATE STATE CAPITOL, ROOM 214 ATLANTA GA 30334
OFFICE OF SECRETARY OF STATE	KURT BROWNING, SECRETARY OF STATE R A GRAY BLDG 500 S BRONOUGH, SUITE 100 TALLAHASSEE FL 32399
OFFICE OF SECRETARY OF STATE	BETH CHAPMAN, SECRETARY OF STATE STATE CAPITAL, STE. S-105 600 DEXTER AVENUE MONTGOMERY AL 36104
OFFICE OF SECRETARY OF STATE	TRE HARGETT, SECRETARY OF STATE FIRST FLOOR, STATE CAPITOL NASHVILLE TN 37243-0305
OFFICE OF SECRETARY OF STATE	TODD ROKITA, SECRETARY OF STATE 201 STATE HOUSE INDIANAPOLIS IN 46204
OFFICE OF SECRETARY OF STATE	MICHAEL MAURO, SECRETARY OF STATE STATE CAPITOL RM 105 1007 E. GRAND AVE. DES MOINES IA 50319
OFFICE OF SECRETARY OF STATE	DOUG LAFOLLETTE, SECRETARY OF STATE 30 W. MIFFLIN STREET 9TH AND 10TH FLOORS MADISON WI 53707
OFFICE OF SECRETARY OF STATE	MARK RITCHIE, SECRETARY OF STATE 180 STATE OFFICE BLDG 100 REV. DR. MARTIN LUTHER KING JR BLVD ST PAUL MN 55155-1299
OFFICE OF SECRETARY OF STATE	JESSE WHITE, SECRETARY OF STATE 213 STATE CAPITOL SPRINGFIELD IL 62756
OFFICE OF SECRETARY OF STATE	ROBIN CARNAHAN, SECRETARY OF STATE 600 WEST MAIN PO BOX 1767 JEFFERSON CITY MO 65101
OFFICE OF SECRETARY OF STATE	C. DELBERT HOSEMANN, JR. SECRETRARY OF STATE 401 MISSISSIPPI ST., PO BOX 136 JACKSON MS 39205-0136
OFFICE OF SECRETARY OF STATE	CHRIS NELSON, SECRETARY OF STATE CAPITOL BLDG 500 E CAPITOL AVE, STE 204 PIERRE SD 57501
OFFICE OF SECRETARY OF STATE	ALVIN A JAEGER, SECRETARY OF STATE 600 E BOULEVARD AVE, DEPT 108 BISMARCK ND 58505-0500
OFFICE OF SECRETARY OF STATE	RON THORNBURGH, SECRETARY OF STATE MEMORIAL HALL 120 SW 10TH AVE TOPEKA KS 66612
OFFICE OF SECRETARY OF STATE	JOHN A GALE, SECRETARY OF STATE 1445 K ST., SUITE 2300 LINCOLN NE 68509-4608
OFFICE OF SECRETARY OF STATE	JAY CARDENNE, SECRETARY OF STATE PO BOX 94125 BATON ROUGE LA 70804
OFFICE OF SECRETARY OF STATE	CHARLIE DANIELS, SECRETARY OF STATE 256 STATE CAPITOL BUILDING LITTLE ROCK AR 72201
OFFICE OF SECRETARY OF STATE	M SUSAN SAVAGE, SECRETARY OF STATE 2300 N. LINCOLN BLVD STE. 101 OKLAHOMA CITY OK 73105

Claim Name	Address Information
OFFICE OF SECRETARY OF STATE	HON. GREGORY FRANCIS LIEUTENANT GOVERNOR 18 KONGENS GADE ST. THOMAS VI 00801
OFFICE OF SECRETARY OF STATE	KENNETH MCCLINTOCK, SECRETARY OF STATE DEPARTMENT OF STATE PO BOX 9023271 SAN
	JUAN PR 00902-3271
OFFICE OF SECRETARY OF STATE	ESPERANZA "HOPE" ANDRADE, SEC. OF STATE PO BOX 12697 AUSTIN TX 78711
OFFICE OF SECRETARY OF STATE	BERNIE BUESHER, SECRETARY OF STATE 1700 BROADWAY SUITE 250 DENVER CO 80290
OFFICE OF SECRETARY OF STATE	MAX MAXFIELD, SECRETARY OF STATE STATE CAPITOL BLDG 200 WEST 24TH CHEYENNE WY 82002
OFFICE OF SECRETARY OF STATE	MARY HERRERA, SECRETARY OF STATE 325 DON GASPAR, SUITE 300 CAPITOL ANNEX SANTA FE NM 87503
OFFICE OF SECRETARY OF STATE	LINDA MCCULLOCH, SECRETARY OF STATE STATE CAPITOL, ROOM 260 HELENA MT 59601
OFFICE OF SECRETARY OF STATE	BEN YSURSA, SECRETARY OF STATE 304 N. 8TH ST., SUITE 149 PO BOX 83720 BOISE ID 83720
OFFICE OF SECRETARY OF STATE	GARY HERBERT, LT GOVERNOR UTAH STATE CAPITOL STE. 220 SALT LAKE CITY UT 84114
OFFICE OF SECRETARY OF STATE	KEN BENNETT, SECRETARY OF STATE 1700 W WASHINGTON ST CAPITOL EXECUTIVE TOWER 7TH FLOOR PHOENIX AZ 85007-2808
OFFICE OF SECRETARY OF STATE	ROSS MILLER, SECRETARY OF STATE 101 N CARSON ST, STE 3 CARSON CITY NV 89701
OFFICE OF SECRETARY OF STATE	DEBRA BOWEN, SECRETARY OF STATE 1500 11TH ST SACREMENTO CA 95814
OFFICE OF SECRETARY OF STATE	IPULASI A. SUNIA, LIEUTENANT GOVERNOR OFFICE OF THE GOVERNOR PAGO PAGO AS 96799
OFFICE OF SECRETARY OF STATE	JAMES R "DUKE" AIONA JR, LT GOVERNOR HAWAII STATE CAPITOL FIFTH FLOOR HONOLULU HI 96813
OFFICE OF SECRETARY OF STATE	MICHAEL CRUZ, LIEUTENANT GOVERNOR RJ BORDALLO GOVERNOR'S COMPLEX PO BOX 2950 HAGATNA GU 96932
OFFICE OF SECRETARY OF STATE	KATE BROWN, SECRETARY OF STATE 136 STATE CAPITOL SALEM OR 97310
OFFICE OF SECRETARY OF STATE	SAM REED, SECRETARY OF STATE LEGISLATIVE BUILDING, 2ND FL PO BOX 40220 OLYMPIA WA 98504-0220
OFFICE OF SECRETARY OF STATE	SEAN PARNELL, LT GOVERNOR P.O. BOX 110015 JUNEAU AK 99811-0015
OFFICE OF THE ATTORNEY GENERAL	ATTN: WILLIAM FULTON, DIRECTOR P.O. BOX 2504 GREENWOOD IN 46142
OFFICE OF THE COMMISSIONER OF	FINANCIAL INSTITUTIONS PO BOX 11855 SAN JUAN PR 00910-3855
OFFICE OF THE STATE TREASURER	ATTN: KAREN AUSTIN, DEPUTY TREASURER LUCAS STATE OFFICE BLDG 321 E. 12TH ST.
	DES MOINES IA 50319-0005
OHIO ATTORNEY GENERAL	ATTN: ATTORNEY GENERAL STATE OFFICE TOWER 30 E. BROAD ST. COLUMBUS OH 43266-0410
OHIO DEPARTMENT OF HEALTH. BUREAU FOR	ADDRESS ON FILE
OHIO DEPT OF TAXATION	P.O. BOX 530 COLUMBUS OH 43216-0530
OHIO DEPT OF TAXATION	4485 NORTHLAND RIDGE BLVD COLUMBUS OH 43229
OKLAHOMA ATTORNEY GENERAL	ATTN: ATTORNEY GENERAL 313 NE 21ST STREET OKLAHOMA CITY OK 73105
OKLAHOMA TAX COMMISSION	P.O. BOX 26930 OKLAHOMA CITY OK 73126-0930
OKLAHOMA TAX COMMISSION	2501 LINCOLN BLVD OKLAHOMA CITY OK 73914
OMNIS HEALTH, LLC	ATTN: JONATHAN BLACK, CEO ONE APPLE HILL SUITE 316 NATICK MA 01760
OMNIS HEALTH, LLC	ONE APPLE HILL SUITE 316 NATICK MA 01760
OMNISYS, LLC	15950 NORTH DALLAS PARKWAY SUITE 350 DALLAS TX 75248
OMNISYS, LLC	ATTN: TRICIA FRINGER, PRESIDENT/CEO 15950 NORTH DALLAS PARKWAY SUITE 350 DALLAS TX 75248
OPERATING ENGINEERS LOCAL 825 WELFARE	ADDRESS ON FILE
OPERATING ENGINEERS LOCAL 825 WELFARE FUND	ATTN: MEDICAL DIRECTOR 65 SPRINGFIELD AVENUE SPRINGFIELD NJ 07081
OPEX CORPORATION	305 COMMERCE DRIVE MOORESTOWN NJ 08057
OPTUM BANK	P.O. BOX 271629 SALT LAKE CITY UT 84127-1629
OPTUMRX	17900 VON KARMAN AVE MAIL STOP CA016-0200 IRVINE CA 92614
OPTUMRX	ATTN: ANGELO GIAMBRONE, SENIOR VP, INDUSTRY & NETWORK RELATIONS 17900 VON

Claim Name	Address Information
OPTUMRX	KARMAN AVE MAIL STOP CA016-0200 IRVINE CA 92614
ORACLE AMERICA, INC.	500 ORACLE PARKWAY REDWOOD SHORES CA 94065
OREGON ATTORNEY GENERAL	ATTN: ATTORNEY GENERAL JUSTICE BLDG. 1162 COURT ST. NE SALEM OR 97301
OREGON DEPT OF REVENUE	955 CENTER ST NE SALEM OR 97301
OVCA ASSOCIATES, INC.	410 UPPER LAKE ROAD LAKE SHERWOOD CA 91361
OVCA ASSOCIATES, INC.	ATTN: WILLIAM J. OVCA, JR., PRESIDENT 410 UPPER LAKE ROAD LAKE SHERWOOD CA 91361
OVERDRIVE INTERACTIVE	38 EVERETT STREET 2ND FLOOR ALLSTON MA 02134
OVERDRIVE INTERACTIVE LLC	38 EVERETT STREET 2ND FLOOR ALLSTON MA 02134
OVERDRIVE INTERACTIVE LLC	46 LEO M. BIRMINGHAM PARKWAY BOSTON MA 02135
OWEN MUMFORD USA, INC.	1755 WEST OAK COMMONS CT MARIETTA GA 30062
OWEN MUMFORD USA, INC.	1755 WEST OAK COMMONS COURT MARIETTA GA 30062
PACHULSKI STANG ZIEHL & JONES	ATTN: JEFF POMERANTZ (COUNSEL TO THE STALKING HORSE PURCHASER) 10100 SANTA MONICA BOULEVARD, 13TH FLOOR LOS ANGELES CA 90067-4003
PACHULSKI STANG ZIEHL & JONES	ATTN: DAVID BARTON (COUNSEL TO THE STALKING HORSE PURCHASER) 10100 SANTA MONICA BOULEVARD, 13TH FLOOR LOS ANGELES CA 90067-4003
PACIFIC ALLIANCE MEDICAL CENTER	711 W COLLEGE ST SUITE 628 LOS ANGELES CA 90012
PACIFIC ALLIANCE MEDICAL CENTER	1600 CORPORATE CENTER DRIVE MONTEREY PARK CA 91754
PACIFIC ALLIANCE MEDICAL CENTER	ATTN: ALLAN SHUBIN, CFO 1600 CORPORATE CENTER DR MONTEREY PARK CA 91754
PACIFIC HEALTH ALLIANCE	ADDRESS ON FILE
PAQUIN HEALTHCARE COMPANIES	1241 SE INDIAN STREET #108 STUART FL 34993 USA
PAQUIN HEALTHCARE COMPANIES	ATTN: GARY PAQUIN, EVP 1138 CELEBRATION BLVD CELEBRATION FL 34747
PARADISE CAREERS	1314 EAST LAS OLAS BOULEVARD SUITE 193 FT. LAUDERDALE FL 33301
PARADISE CAREERS	ATTN: STEPHANIE PAUL, PRESIDENT 1314 E. LAS OLAS BLVD STE 193 FORT LAUDERDALE FL 33301
PARKLAND COMMUNITY HEALTH PLAN	ADDRESS ON FILE
PARKLAND COMMUNITY HEALTH PLAN	ATTN: EXECUTIVE DIRECTOR 2777 STEMMONS FREEWAY, SUITE 1750 DALLAS TX 75207
PATIENT CARE PHARMACY INC.	318 EAST LOCKWOOD STREET COVINGTON LA 70433
PATIENT CARE PHARMACY, INC.	ATTN: SUSAN GUTHRIE, PRESIDENT/CEO 318 E LOCKWOOD ST COVINGTON LA 70433
PATIENT CARE PHARMACY, INC.	ATTN: PRESTON SCHOEN, VP 318 E LOCKWOOD ST COVINGTON LA 70433
PBM LEGAL (SLB)	1411 LAKE COOK ROAD MS L319 DEERFIELD IL 60015
PEARL MEYER AND PARTNERS	TWO MOUNT ROYAL AVE, STE 300 MARLBOROUGH MA 01752
PENARANDA	5538 W. DAILEY STREET GLENDALE AZ 85306
PENINSULA HEALTH CARE INC.	ANTHEM BLUE CROSS AND BLUE SHIELD P.O. BOX 26623 RICHMOND VA 23261
PENINSULA HEALTH CARE INC.	ANTHEM BLUE CROSS AND BLUE SHIELD P.O. BOX 26623 MAILDROP VA43A RICHMOND VA 23261
PENINSULA HEALTH CARE INC.	ANTHEM BLUE CROSS AND BLUE SHIELD P.O. BOX 27401 MAILDROP VA43A RICHMOND VA 23279
PENKILO	5203 GLENN ABBEY LANE TYLER TX 75703
PENNSYLVANIA ATTORNEY GENERAL	ATTN: ATTORNEY GENERAL 1600 STRAWBERRY SQUARE HARRISBURG PA 17120
PENNSYLVANIA DEPT OF STATE	5TH FLOOR STRAWBERRY SQUARE HARRISBURG PA 17128-0605
PENNSYLVANIA DEPT OF STATE	SCRANTON DISTRICT OFFICE SAMTERS BLDG, RM 201 101 PENN AVE SCRANTON PA 18563-1970
PENNSYLVANIA DEPT OF STATE	PHILADELPHIA NORTHEAST DISTRICT 3240 RED LION RD PHILADELPHIA PA 19114
PENNSYLVANIA DEPT OF STATE	PITTSBURGH DISTRICT OFFICE STATE OFFICE BLDG, RM 104 300 LIBERTY AVE PITTSBURGH PA 15222-1210
PERFECT CHOICE MEDICAL TECHNOLOGIES,	2955 PINEDA PLAZA WAY STE 209 MELBOURNE FL 32940
PERFECT CHOICE MEDICAL TECHNOLOGIES, LLC	ATTN: GEORGE SLAY, CEO 1384 HERITAGE ACCESS BLVD STE D ROCKLEDGE FL 32955
PERFORMANCE PLUS NETWORK	400 W. METROPOLITAN DRIVE SUITE 200 ORANGE CA 92868

Claim Name	Address Information
PERFORMRX, LLC	200 STEVENS DRIVE PHILADELPHIA PA 19113
PERFORMRX, LLC	ATTN: MESFIN TEGENU, MS, RPI, PRESIDENT 200 STEVENS DR PHILADELPHIA PA 19113
PERFORMRX, LLC	ATTN: MESFIN TEGUNU 200 STEVENS DR. PHILADELPHIA PA 19113
PERFORMRX, LLC	ATTN:MESFIN TEGENU, MS, RPH, PRESIDENT 200 STEVENS DRIVE PHILADELPHIA PA 19113
PERFORMRX, LLC	ATTN: PHARMACY CONTRACTING CC270 200 STEVENS DRIVE PHILADELPHIA PA 19113
PERMIAN BASIN HEALTHCARE NETWORK, INC.	ADDRESS ON FILE
PERREAULT	1202 BAHAMA BEND C2 COCONUT CREEK FL 33066
PERRONE	21542 JUEGO CIRCLE APT B BOCA RATON FL 33433
PERRYSBURG SCHOOLS	ADDRESS ON FILE
PERSONAL CARE INSURANCE OF ILLINOIS,	ADDRESS ON FILE
PERSONAL CARE INSURANCE OF ILLINOIS,	ATTN: JERED J. WILSON, REGIONAL VP, NETWORK DEVELOPMENT 3200 HIGHLAND AVENUE
INC.	DOWNERS GROVE IL 60515
PERSONAL CARE INSURANCE OF ILLINOIS,	ATTN: JERED J. WILSON, REGIONAL VP, NETWORK DEVELOPMENT 307 AMPHITHEATER DRIVE
INC.	ROCKFORD IL 61107
PERSONAL CARE INSURANCE OF ILLINOIS,	ATTN: JERED J. WILSON, REGIONAL VP, NETWORK DEVELOPMENT 4507 N. STERLING
INC.	AVENUE SUITE 205 PEORIA IL 61615
PERSONAL CARE INSURANCE OF ILLINOIS,	ATTN: JERED J. WILSON, REGIONAL VP, NETWORK DEVELOPMENT 2110 FOX DRIVE
INC.	CHAMPAIGN IL 61820
PERSONNEL PLUS, INC.	1400 PALM BAY ROAD NE STE C PALM BAY FL 32905
PERSONNEL PLUS, INC.	3725 20TH ST VERO BEACH FL 32960
PERSONNEL PLUS, INC.	PO BOX 8716 PORT ST. LUCIE FL 34985
PETUSEVSKY	5129 NW 86 WAY CORAL SPRINGS FL 33065
PHARMA-LINK, INC.	P.O. BOX 412735 KANSAS CITY MO 64141
PHARMA-LINK, INC.	ATTN: TERRY P. TORGLER, DIRECTOR P.O. BOX 412735 KANSAS CITY MO 64141-2735
PHARMACY BUYING ASSOCIATION, INC.	1575 N. UNIVERSAL AVE. SUITE 100 KANSAS CITY MO 64120
PHARMACY BUYING ASSOCIATION, INC.	6300 ENTERPRISE ROAD KANSAS CITY MO 64120
PHARMACY COMPUTER SERVICES, INC.	ATTN: BRIAN E BORST, PRESIDENT/COO 129 NW E. ST GRANTS PASS OR 97526
PHARMACY PROVIDER SERVICES OF FLORIDA	3375-1 CAPITAL CIRCLE NE TALLAHASSEE FL 32308
PHARMACY PROVIDERS OF GEORGIA, INC.	50 LENOX POINTE NE ATLANTA GA 30324
PHIL MONACO	835 NE STOKES TERR JENSEN BEACH FL 34957
PHOENIX HEALTHCARE SOLUTIONS, LLC	ATTN: LES CAPELLA, PRESIDENT 2890 W STATE RD STE 105 FORT LAUDERDALE FL 33312
PHYSICIANS UNITED PLAN, INC.	ADDRESS ON FILE
PIEDMONT COMMUNITY HEALTH PLAN, INC.	ADDRESS ON FILE
PIEDMONT COMMUNITY HEALTH PLAN, INC.	ATTN: ALAN J. WOOD, PRES & CEO 2255 LANGHORNE ROAD, STE 2 LYNCHBURG VA 24501
PIPER	1751 CECILIA DRIVE ATLANTA GA 30316
PITNEY BOWES GLOBAL FINANCIAL SERVICES	2225 AMERICAN DRIVE NEENAH WI 54956-1005
PLACERES	11600 SW 100 STREET MIAMI FL 33176
PLANCARE AMERICA, LLC	ADDRESS ON FILE
PLANCARE AMERICA, LLC	ATTN: TINA LITTLE, CHIEF OPERATING OFFICER TWO CONCOURSE PARKWAY SUITE 300
· · ·	ATLANTA GA 30328
PLANVISTA SOLUTIONS, INC.	ADDRESS ON FILE
PLANVISTA SOLUTIONS, INC.	ATTN: DOUG O'DOWD, CFO 1854 SHACKLEFORD COURT SUITE 200 NORCROSS GA 30093
POLAND, JAMES L	ADDRESS ON FILE
POMCO INC.	ADDRESS ON FILE
POMCO INC.	ATTN: DONALD P. NAPIER 2425 JAMES ST SYRACUSE NY 13206
PORCARO	91 ROCK RIDGE ROAD CHESTER NY 10918
PREFERRED BENEFIT ADMINISTRATORS, INC.	ADDRESS ON FILE
PREFERRED BENEFIT ADMINISTRATORS, INC.	ATTN: DEBORAH GOLDEN, DIRECTOR OF CLAIMS P.O. BOX 916188 LONGWOOD FL 32791-6188
PREFERRED COMMUNITY CHOICE PPO	ADDRESS ON FILE

Claim Name	Address Information
PREFERRED COMMUNITY CHOICE PPO	ATTN: KEITH HARVEY, CHIEF OPERATING OFFICER P.O. BOX 3270 TULSA OK 74101-3270
PREFERRED HEALTH PLAN, INC.	ADDRESS ON FILE
PREFERRED HEALTH PLAN, INC.	10160 LINN STATION ROAD LOUISVILLE KY 40223
PREFERRED HEALTH PLAN, INC.	ATTN: RICK MITCHUM 10160 LINN STATION ROAD LOUISVILLE KY 40223
PREFERRED NETWORK ACCESS, INC	ADDRESS ON FILE
PREFERRED NETWORK ACCESS, INC	ATTENTION: JOSEPH M. ZEREGA, PRESIDENT 1510 WEST 75TH STREET, SUITE 250 DARIEN
PREMIER SALES RECRUITING, INC.	ATTN: GENERAL COUNSEL 100 PARSONS POND DRIVE FRANKLIN LAKES NJ 07417
PREMIER SALES RECRUITING, INC.	803 BARBARA ANN LANE ELLISVILLE MO 63021
PREMIER SALES RECRUITING, INC.	ATTN: TROY RADMER 803 BARBARA ANN LANE ELLISVILLE MO 63021
PREMIERCARE OF NORTHWEST ARKANSAS, LLC	ADDRESS ON FILE
PREMIERCARE OF NORTHWEST ARKANSAS, LLC	ATTN: EXEC. DIRECTOR 606 YOUNG STREET SPRINGDALE AR 72764
PRIME HEALTH SERVICES, INC.	ADDRESS ON FILE
PRIME HEALTH SERVICES, INC.	ATTN: BRIAN SHARP, CEO 7110 CROSSROADS BLVD. SUITE 100 BRENTWOOD TN 37027
PRIME WEST HEALTH CENTRAL	COUNTY-BASED PURCHASING INITIATIVE ATTN: DIRECTOR OF PROVIDER SERVICES 2209
	JEFFERSON ST STE 101 ALEXANDRIA MN 56308
PRIME WEST HEALTH CENTRAL	COUNTY-BASED PURCHASING INITIATIVE ATTN: JAMES A. PRZYBILLA, CEO 2209 JEFFERSON ST STE 101 ALEXANDRIA MN 56308
PRIME WEST HEALTH CENTRAL COUNTY-BASED	ADDRESS ON FILE
PRIMENET, INC.	ADDRESS ON FILE
PRIMENET, INC.	ATTN: BRAD WHITE, PRESIDENT 725 BOARDMAN-CANFIELD RD STE K-1 BOARDMAN OH 4451
PRINCIPLE BUSINESS ENTERPRISE	PINE LAKE INDUSTRIAL PARK DANBRIDGE OH 43414
PRIORITY HEALTH CARE, INC.	ANTHEM BLUE CROSS AND BLUE SHIELD P.O. BOX 26623 RICHMOND VA 23261
PRIORITY HEALTH CARE, INC.	ANTHEM BLUE CROSS AND BLUE SHIELD P.O. BOX 26623 MAILDROP VA43A RICHMOND VA
	23261
PRIORITY HEALTH CARE, INC.	ANTHEM BLUE CROSS AND BLUE SHIELD P.O. BOX 27401 MAILDROP VA43A RICHMOND VA 23279
PRIVATE HEALTHCARE SYSTEMS	ADDRESS ON FILE
PRIVATE HEALTHCARE SYSTEMS, INC.	ATTN: CONTRACTS ADMINISTRATION 1100 WINTER ST WALTHAM MA 02451
PRIVATE HEALTHCARE SYSTEMS, INC.	ATTN: DONNA M. JACKSON, TERRITORY DIRECTOR 3141 FAIRVIEW PARK DR STE 575 FALL: CHURCH VA 22042
PROCARE PBM	ATTN: JAVIER GONZALEZ PHARM D., PRESIDENT 3090 PREMIERE PARKWAY SUITE 100 DULUTH GA 30093
PROCARE PBM	ATTN: PHARMACY CONTRACTING DEPARTMENT 3090 PREMIERE PARKWAY SUITE 100 DULUTH GA 30093
PROCARE RX, INC.	ATTN: STEVEN M. TREFF, PRESIDENT 3090 PREMIERE PARKWAY SUITE 100 DULUTH GA 30093
PROCARE RX, INC.	ATTN: PHARMACY CONTRACTING DEPARTMENT 3090 PREMIERE PARKWAY SUITE 100 DULUTH GA 30093
PROCTOR, CROOK, CROWDER & FOGAL	ATTN: WAYNE SANDERS, SHAREHOLDER 33 S.W. FLAGLER AVENUE STUART FL 34994
PROCTOR, CROOK, CROWDER & FOGAL	ATTN: WAYNE S. SANDERS, CPA 33 S.W. FLAGLER AVENUE STUART FL 34994
PRODIGY DIABETES CARE, LLC	9300 HARRIS CORNERS PKWY CHARLOTTE NC 28269
PRODIGY DIABETES CARE, LLC	9300 HARRIS CORNERS PARKWAY SUITE 450 CHARLOTTE NC 28269
PRODIGY DIABETES CARE, LLC	ATTN: CORPORATE COUNSEL 9300 HARRIS CORNERS PARKWAY SUITE 450 CHARLOTTE NC 28269
PRODIGY DIABETES CARE, LLC	ATTN: RICHARD ADMANI, COO 9300 HARRIS CORNERS PARKWAY SUITE 450 CHARLOTTE NC 28269
PRODIGY DIABETES CARE, LLC	ATTN: NC MEDICAID REBATE INVOICE 9300 HARRIS CORNERS, PARKWAY SUITE 450 CHARLOTTE NC 28269-3814
PRODIGY DIABETES CARE, LLC	9300 HARRIS CORNERS, PARKWAY SUITE 450 CHARLOTTE NC 28269-3814
	ATTN: RICHARD ADMANI, COO 9300 HARRIS CORNERS, PARKWAY SUITE 450 CHARLOTTE NC

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Claim Name	Address Information
PRODIGY DIABETES CARE, LLC	28269-3814
PROGRESS PRESS	2922 NICHOLAS AVENUE NORTHEAST ROANOKE VA 24012
PROVIDENCE EQUITY CAPITAL MARKETS, LLC	ATTN: ALEX MCMILLAN, CCO 9 WEST 57TH ST STE 4700 NEW YORK NY 10019
PROVIDER ADVANTAGE NW, INC.	ATTN: EDWARD L TOMKINS, PRESIDENT 1915 SW AMBERGLEN STE 260 BEAVERTON OR 97006
PROVIDER ADVANTAGE NW, INC.	ATTN: PRIVACY OFFICER 1915 SW AMBERGLEN STE 260 BEAVERTON OR 97006
PROVISTA, LLC	ATTN: LEGAL COUNSEL 220 E. LAS COLINAS BLVD IRVING TX 75039
PUERTO RICO ATTORNEY GENERAL	ATTN: ATTORNEY GENERAL P.O. BOX 902192 SAN JUAN PR 00902-0192
QUALCHOICE OF ARKANSAS, INC.	ADDRESS ON FILE
QUALCHOICE OF ARKANSAS, INC.	ADDRESS ON FILE
QUALCHOICE OF ARKANSAS, INC.	ATTN: MICHAEL E. STOCK, PRESIDENT/CEO 12615 CHENAL PARKWAY SUITE 300 LITTLE ROCK AR 72211
QUALCHOICE OF ARKANSAS, INC.	ATTN: ROSEANNE CATO, DIRECTOR OF NETWORK SERVICES 10825 FINANCIAL CENTRE PKWY SUITE 400 LITTLE ROCK AR 72211
QUALITY HEALTH PLANS, INC.	ADDRESS ON FILE
QUIGLEY-SIMPSON & HEPPELWHITE, INC.	11601 WILSHIRE BLVD. SUITE 710 LOS ANGELES CA 90025
QUIGLEY-SIMPSON & HEPPELWHITE, INC.	ATTN: GERALD A BAGG, CEO 11601 WILSHIRE BOULEVARD 7TH FLOOR LOS ANGELES CA 90025
QUIGLEY-SIMPSON & HEPPELWHITE, INC.	ATTN: GERALD A BAGG, CEO 11601 WILSHIRE BLVD. SUITE 710 LOS ANGELES CA 90025
RANDSTAD NORTH AMERICA, L.P.	ATTN: ANDREW POBER, MANAGING DIRECTOR 600 CORPORATE DRIVE SUITE 240 FORT LAUDERDALE FL 33334
RANDSTAD NORTH AMERICA, LP	ATTN: LEGAL DEPARTMENT 2015 SOUTH PARK PLACE ATLANTA GA 30339
RANDSTAD NORTH AMERICA, LP	ATTN: W. BENJAMIN ELLIOTT, MANAGING DIRECTOR & CFO 2015 SOUTH PARK PLACE ATLANTA GA 30339
RECALL SECURE DESTRUCTION SERVICES,	180 TECHNOLOGY PARKWAY NORCROSS GA 30092
INC.	
RED COATS, INC.	3018 N. U.S. HIGHWAY 301 SUITE 100 TAMPA FL 33619
RED COATS, INC.	ATTN: JAMES GREEN, SR VP, FL DIV 3018 N. U.S. HIGHWAY 301 SUITE 100 TAMPA FL 33619
REGENCE BLUE SHIELD OF IDAHO	ATTN: JOHN RUCH, PRESIDENT & CEO P.O. BOX 1106 LEWISTON ID 83501
REGENCE BLUE SHIELD OF IDAHO	ATTN: GENERAL COUNSEL PO BOX 1106 LEWISTON ID 83501
REGINA WHITCOMB, RN, BSN, CDE	1009 PEARCE DRIVE #210 CLEARWATER FL 33764
RELIACARE ALLIANCE IPA, LLC	ADDRESS ON FILE
RELIANCE STANDARD INSURANCE COMPANY	2001 MARKET STREET SUITE 1500 PHILADELPHIA PA 19103-7090
RESMED CORP.	ATTN: LEGAL DEPARTMENT 9001 SPECTRUM CENTER BLVD SAN DIEGO CA 92123
RESOURCE ACCOUNTING	3800 CAMP CREEK PKWY SW #112 ATLANTA GA 30331-6247
RESOURCE ACCOUNTING	1200 ASHWOOD PARKWAY SUITE 575 ATLANTA GA 30338
RESPIRONICS, INC.	1010 MURRAY RIDGE LANE MURRYSVILLE PA 15668
RESPIRONICS, INC.	ATTN: CURT GEFFERT, MANAGER, NATIONAL KEY ACCT 1010 MURRAY RIDGE LANE MURRYSVILLE PA 15668
RESPONSE MINE INTERACTIVE LLC	3390 PEACHTREE ROAD SUITE 800 ATLANTA GA 30326 USA
RESPONSE MINE INTERACTIVE LLC	2964 PEACHTREE ROAD SUITE 700 ATLANTA GA 30305
RESPONSE MINE INTERACTIVE LLC	ATTN: BRENT WHEELER, VP, STRATEGIC CUSTOMER 2964 PEACHTREE ROAD SUITE 700 ATLANTA GA 30305
RESPONSE MINE INTERACTIVE LLC	3390 PEACHTREE ROAD SUITE 800 ATLANTA GA 30326
RESPONSE MINE INTERACTIVE LLC	ATTN: R.M. WOOLEY, SVP, DIGITAL MARKETING 3390 PEACHTREE ROAD NE SUITE 800 ATLANTA GA 30326
RESPONSE MINE INTERACTIVE LLC	ATTN: MARK HAMILTON, VP OF FINANCE 3390 PEACHTREE ROAD NE SUITE 800 ATLANTA GA 30326
RESPONSE MINE INTERACTIVE LLC	ATTN: BRENT WHEELER, SVP, CUSTOMER ACQUISITION 3390 PEACHTREE ROAD NE SUITE 800 ATLANTA GA 30326
RESPONSE MINE INTERACTIVE LLC	ATTN: R.M. WOOLEY, SVP, DIGITAL MARKETING 3390 PEACHTREE ROAD SUITE 800

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Claim Name	Address Information
RESPONSE MINE INTERACTIVE LLC	ATLANTA GA 30326
RESPONSYS, INC	3 LAGOON DRIVE REDWOOD CITY CA 94065
RESTAT	ATTN: MICHAEL W. CLARK, PRESIDENT P.O. BOX 758 WEST BEND WI 53095-0758
REZULT I.T. SOURCING SOLUTIONS, INC.	2101 NW CORPORATE BLVD SUITE 315 BOCA ROTAN FL 33431
REZULT I.T. SOURCING SOLUTIONS, INC.	ATTN: SHANNON GHETTIE, BUSINESS DEV. MANAGER 2101 NW CORPORATE BLVD STE 315 BOCA RATON FL 33431
REZULT I.T. SOURCING SOLUTIONS, INC.	ATTN: SHANNON GHETTIE 2101 NW CORPORATE BLVD STE 315 BOCA RATON FL 33431
REZULT I.T. SOURCINGS SOLUTIONS, INC.	2101 NW CORPORATE BLVD SUITE 315 BOCA RATON FL 33431
RGIS, LLC	ATTN: DAN SHEFFIELD, PRESIDENT, GLOBAL CUSTOMER SERVICE & BUSINESS DEVELOPMENT 2000 E TAYLOR RD AUBURN HILLS MI 48326
RHODE ISLAND ATTORNEY GENERAL	ATTN: ATTORNEY GENERAL 150 S. MAIN ST. PROVIDENCE RI 02903
RHODE ISLAND DIVISION OF TAXATION	ONE CAPITOL HILL PROVIDENCE RI 02908-5800
RHODE ISLAND TREASURY	ATTN: DANIEL MURRAY, UNCLAIMED PROPERTY ADMINISTRATOR P.O. BOX 1435 PROVIDENCE RI 02901
RITTER' S COMMUNICATIONS	1660 W MCNAB RD ATTN: STEVEN RITTER, PRESIDENT FORT LAUDERDALE FL 33309
RMK CONSULTING, INC.	2 OREGON HOLLOW ARMONK NY 10504
RMK CONSULTING, INC.	ATTN: ROBERT E BURKE, VP 2 OREGON HOLLOW ARMONK NY 10504
RMSCO, INC.	ADDRESS ON FILE
ROBERT HALF INTERNATIONAL, INC	222 LAKEVIEW AVENUE SUITE 600 WEST PALM BEACH FL 33401
ROBERT HALF INTERNATIONAL, INC	222 LAKEVIEW AVENUE SUITE 1700 WEST PALM BEACH FL 33401
ROBERT HALF INTERNATIONAL, INC	ATTN: DIANA INFANTI, REGIONAL MANAGER 222 LAKEVIEW AVENUE SUITE 1700 WEST PALM BEACH FL 33401
ROBERT HALF INTERNATIONAL, INC	ATTN: GINNY SCHLOSSER, DIVISION DIRECTOR 222 LAKEVIEW AVE STE 1700 WEST PALM BEACH FL 33401
ROBERT HALF INTERNATIONAL, INC	ATTN: DIANA INFANTI, REGIONAL MANAGER 222 LAKEVIEW AVENUE SUITE 600 WEST PALM BEACH FL 33401
ROBERT HALF INTERNATIONAL, INC	ATTN: CLIENT CONTRACTS DEPARTMENT 2613 CAMINO RAMON SAN RAMON CA 94583
ROBERT MARK	8881 LIBERTY LANE PORT ST. LUCIE FL 34952
ROCHE DIAGNOSTICS CORPORATION	9115 HAGUE ROAD INDIANAPOLIS IN 46250
ROCHE DIAGNOSTICS CORPORATION	ATTN: DIABETES CARE, CONTRACT STRATEGY AND OPERATIONS 9115 HAGUE ROAD INDIANAPOLIS IN 46250
ROCHE DIAGNOSTICS CORPORATION	ATTN: DARREN MCCOY, CONTRACT STRATEGY AND OPERATIONS 9115 HAGUE ROAD INDIANAPOLIS IN 46250
ROCHE DIAGNOSTICS CORPORATION	ATTN: WENDI BERNARD, PRINCIPAL, CONTRACTING 9115 HAGUE ROAD INDIANAPOLIS IN 46250
ROCHE DIAGNOSTICS CORPORATION	ATTN: TERY RHODES, MANAGER, CONTRACT STRATEGY 9115 HAGUE ROAD INDIANAPOLIS IN 46250
ROCHE DIAGNOSTICS CORPORATION	ATTN: TERY A. RHODES, MANAGER, CONTRACT STRATEGY 9115 HAGUE ROAD INDIANAPOLIS IN 46250
ROCHE DIAGNOSTICS CORPORATION	ATTN: LEGAL DEPARTMENT 9115 HAGUE ROAD INDIANAPOLIS IN 46250
ROCHE DIAGNOSTICS CORPORATION	ATTN: DAVID BARNES, VP, FINANCE 9115 HAGUE ROAD INDIANAPOLIS IN 46250
ROCHE HEALTH SOLUTIONS, INC	ATTN: KIMBERLY R. OBER, RDC MANAGER OF CONTRACTS AND PRICING 11800 EXIT 5, PARKWAY SUITE 120 FISHERS IN 46037
ROCHE HEALTH SOLUTIONS, INC	ATTN: CONTRACT ADMINISTRATION 9115 HAGUE ROAD BUILDING H INDIANAPOLIS IN 46250
ROCHE HEALTH SOLUTIONS, INC	ATTN: KIMBERLY R. OBER, RDC MANAGER OF CONTRACTS AND PRICING 9115 HAGUE ROAD BUILDING H INDIANAPOLIS IN 46250
ROCHE HEALTH SOLUTIONS, INC	ATTN: MANAGER OF CONTRACT OPERATIONS 9115 HAGUE ROAD BUILDING H INDIANAPOLIS IN 46256
ROCHESTER MEDICAL CORPORATION	ONE ROCHESTER MEDICAL DRIVE STEWARTVILLE MN 55976
ROCHESTER MEDICAL CORPORATION	ONE ROCHESTER MEDICAL STEWARTVILLE MN 55976
ROUND TOWER TECHNOLOGIES	ATTN: BRIAN WITSKEN, SERVICES MANAGER 4555 LAKE FOREST DRIVE SUITE 220 CINCINNATI OH 45242

Claim Name	Address Information
RPH ON THE GO USA, INC.	ATTN: KEVIN MORRIS, MANAGING DIRECTOR 8001 N LINCOLN AVE STE 800 SKOKIE IL 60077
RUSSELL, MADELON K	ADDRESS ON FILE
RXNT	1106 WEST STREET ANNAPOLIS MD 21401
SAFE FIRE PROTECTION, INC.	8914 BRITTANY WAY TAMPA FL 33619
SAFE N' SIMPLE, LLC	4786 OAKHURST RIDGE CLARKSON MI 48348
SAINT LUCIE COUNTY	2300 VIRGINIA AVENUE FORT PIERCE FL 34982
SALES PORTAL, INC.	107 HILARY AVE MOUNTAIN VIEW CA 94040-1332
SALES PORTAL, INC.	3 TWIN DOLPHIN DRIVE SUITE 100 REDWOOD CITY CA 94065
SALES PORTAL, INC.	ATTN: CP FINANCE AND ADMINISTRATION 3 TWIN DOLPHIN DRIVE REDWOOD CITY CA 94065
SALES PORTAL, INC.	ATTN: VP FINANCE AND ADMINISTRATION 3 TWIN DOLPHIN DRIVE REDWOOD CITY CA 94065
SALESFORCE.COM, INC.	THE LANDMARK @ ONE MARKET SUITE 300 SAN FRANCISCO CA 94105
SALESFORCE.COM, INC.	ATTN: CHRIS HARRIS, MANAGER, SALES OPERATIONS THE LANDMARK @ ONE MARKET SUITE 300 SAN FRANCISCO CA 94105
SALESFORCE.COM, INC.	ATTN: IRIS HU, MANAGER, AMERICAS SALES OPERATIONS THE LANDMARK @ ONE MARKET
· · · · · · · · ·	SUITE 300 SAN FRANCISCO CA 94105
SAM SILEK	8881 LIBERTY LANE PORT ST. LUCIE FL 34952
SAN ANTONIO EMPLOYER'S HEALTH ALLIANCE	ADDRESS ON FILE
SAN ANTONIO EMPLOYER'S HEALTH ALLIANCE	ATTENTION: CHIEF OPERATING OFFICER ONE VALERO WAY, BI-Q SAN ANTONIO, TX 78249
SAN ANTONIO EMPLOYER'S HEALTH ALLIANCE	ATTN: ROBERT R. TAYLOR, CHIEF OPERATING OFFICER ONE VALERO WAY, BI-Q SAN
	ANTONIO, TX 78249
SAN BENITO ISD	ADDRESS ON FILE
SANCHEZ	1126 LEGGET RD. HARLINGTON TX 78550
SANVITA, LLC	ATTN: NICK THEODORE 205 BURLINGTON ROAD BEDFORD MA 01730
SANVITA, LLC	ATTN: CORPORATE COUNSEL 205 BURLINGTON ROAD BEDFORD MA 01730
SANVITA, LLC	39 MANNING RD BILLERICA MA 01821-3925
SARAH PIPER, MPH, CDE	1751 CECILIA DRIVE ATLANTA GA 30316
SARAH PIPER, MPH, CDE	ATTN: SARAH PIPER, MPH, CDE, DIABETES EDUCATOR 1751 CECILIA DRIVE ATLANTA GA 30316
SARAH PIPER, MPH, CDE	ATTN: SARAH PIPER, MPH, CDE 1751 CECILIA DRIVE ATLANTA GA 30316
SARAH PIPER, MPH, CDE	ATTN: SARAH PIPER, DIABETES EDUCATOR 1751 CECILIA DRIVE ATLANTA GA 30316
SARAH W. SOUTHARD	118 PAR DRIVE SALEM VA 24153
SARAH W. SOUTHARD	ATTN: SARAH W. SOUTHARD, INSULIN PUMP TRAINER 118 PAR DRIVE SALEM VA 24153
SAV-RX PRESCRIPTION SERVICES	ATTN: PROVIDER RELATIONS DEPARTMENT 224 NORTH PARK AVE FREMONT NE 68025
SCHNEIDER ELECTRIC	ATTN: DAVID RELLINGER, BRANCH MANAGER 210 MEADOWLANDS PARKWAY SUITE D SECAUCUS
	NJ 07094
SCRIPT CARE LTD.	ADDRESS ON FILE
SCRIPT CARE, INC.	ATTN: DUSTIN BROWN 6380 FOLSOM DRIVE BEAUMONT TX 77706
SCRIPT CARE, INC.	87 IH-10 NORTH SUITE 100 BEAUMONT TX 77707
SCRIPT CARE, INC.	ATTN: KATHY CANNON, VICE PRESIDENT OF OPERATIONS 6380 FOLSOM BEAUMONT JEFFERSON COUNTY TX 77707
SCRIPT CARE, INC.	ATTN: JAMES P. BROWN, R. PH, PRESIDENT 87 IH-10 SUITE 100 BEAUMONT JEFFERSON COUNTY TX 77707
SCRIPT CARE, LTD.	6380 FOLSOM BEAUMONT TX 77706
SCRIPT CARE, LTD.	6380 FOLSOM BEAUMONT TX 77706-7265
SECRETARY OF STATE - CALIF	DEBRA BOWEN, SECRETARY OF STATE 1500 11TH ST SACREMENTO CA 95814
SECRETARY OF STATE - CT	DOCUMENT REVIEW 30 TRINITY ST PO BOX 150470 HARTFORD CT 06115-0470
SECRETARY OF STATE - GEORGIA	214 STATE CAPITOL ATLANTA GA 30334
SECRETARY OF STATE - IA	IOWA SECRETARY OF STATE LUCAS BUILDING 1ST FLOOR DES MOINES IA 50319
SECRETARY OF STATE - IL	501 S 2ND STREET SPRINGFIELD IL 62706

Claim Name	Address Information
SECRETARY OF STATE - MICHIGAN	180 STATE OFFICE BUILDING 100 CONSTITUTION AVE. ST. PAUL MN 55155-1299
SECRETARY OF STATE - NEVADA	202 NORTH CARSON STREET CARSON CITY NV 89707-4201
SECRETARY OF STATE - TX	JAMES EARL RUDDER BUILDING 1019 BRAZOS AUSTIN TX 78701
SELECTNET PLUS, INC.	ADDRESS ON FILE
SELECTNET PLUS, INC.	ATTN: SVP ONE HILLCREST DR. EAST P.O. BOX 1551 CHARLESTON WV 25326
SELF FUNDED BENEFITS, INC.	D/B/A INSURANCE DESIGN ADMINISTRATORS (IDA) ATTN: UTE MADONNA P.O. BOX 1015 OAKLAND NJ 07436
SELF FUNDED BENEFITS, INC.	D/B/A INSURANCE DESIGN ADMINISTRATORS (IDA) ATTN: PATRICIA A. NEBER, SR. VICE PRESIDENT ACCT. MGMT. 169 RAMAPO VALLEY ROAD OAKLAND NJ 07463
SELF FUNDED BENEFITS, INC. D/B/A	INSURANCE DESIGN ADMINISTRATORS (IDA) 169 RAMAPO VALLEY ROAD OAKLAND NJ 07436
SENTARA HEALTH PLANS, INC.	ADDRESS ON FILE
SENTARA HEALTH PLANS, INC.	ATTN: DIRECTOR OF NETWORK MANAGEMENT 4417 CORPORATION LANE VIRGINIA BEACH VA 23462
SENTARA HEALTH PLANS, INC.	ATTN: SUE WATSON, PROGRAM DIRECTOR 665 NEWTOWN ROAD SUITE 121 VIRGINIA BEACH VA 23462
SENTARA HEALTH PLANS, INC.	4417 CORPORATION LANE VIRGINIA BEACH VA 23462
SENTARA HEALTH PLANS, INC.	ATTN: TIMOTHY COLLIGAN, P. PH, M.S., DIRECTOR, PHARMACY MANAGED CARE 4417 CORPORATION LANE VIRGINIA BEACH VA 23462
SENTARA HEALTH PLANS, INC.	ATTN: BRUCE ROVBERTSON, PROGRAM DIRECTOR 665 NEWTOWN ROAD, SUITE 121 VIRGINIA BEACH VA 23462
SENTARA HEALTH PLANS, INC.	ATTN: DARLEEN MASTIN, SR. VP & COO 4417 CORPORATION LANE VIRGINIA BEACH VA 23462
SENTARA HEALTH PLANS, INC.	ATTN: DARLEEN MASTIN, SENIOR VP/COO 4417 CORPORATION LANE VIRGINIA BEACH VA 23462
SENTARA HEALTH PLANS, INC.	C/O TRI STATE BENEFIT SOLUTIONS 619 OAK STREET CINCINNATI OH 45206
SENTARA HEALTH PLANS, INC.	ATTN: BRUCE ROVBERTSON, PROGRAM DIRECTOR C/O TRI STATE BENEFIT SOLUTIONS 619 OAK STREET CINCINNATI OH 45206
SENTARA HEALTHCARE	ADDRESS ON FILE
SERVE YOU CUSTOM PRESCRIPTION	ATTN: SHARON R. MURILLO, PRESIDENT 9051 WEST HEATHER AVE. MILWAUKEE WI 53224
MANAGEMENT, INC.	
SHANDS JACKSONVILLE	ADDRESS ON FILE
SHANDS JACKSONVILLE HUMAN RESOURCES	ATTN: CHRISTINE SMALL, DIRECTOR BENEFITS & COMPENSATION 580 W 8TH ST TOWER 1-6TH FLOOR JACKSONVILLE FL 32209
SHANDS JACKSONVILLE HUMAN RESOURCES	ATTN: CHRISTINE SMALL, DIRECTOR COMPENSATION AND BENEFITS 580 WEST 8TH STREET TOWER 1-6TH FLOOR JACKSONVILLE FL 32209
SHARKEY AIR	7862 SW ELIPSE WAY STUART FL 34997
SHARKEY AIR	ATTN: FRANK A HARVEY, PRESIDENT & CEO 7862 SW ELLIPSE WAY STUART FL 34997
SHELBY ANN GOLDBERG	7677 WEST QUACHILA COURT TUCSON AZ 85743
SHELBY ANN GOLDBERG	ATTN: SHELBY ANN GOLDBERG, DIABETES EDUCATOR 7677 WEST QUACHILA COURT TUCSON AZ 85743
SHELBY ANN GOLDBERG	ATTN: SHELBY ANN GOLDBERG, DIABETES EDUCATOR 7677 WEST QUACHILA COURT TUSCON AZ 85743
SHIELD SECURITY SYSTEMS	141 W CENTRAL AVE SUITE 14 WINTER HAVEN FL 33880
SHIRLEY S. CHAMBERS	5018 RED LODGE DRIVE HOUSTON TX 77084
SHIRLEY S. CHAMBERS	ATTN: SHIRLEY CHAMBERS, DIABETES EDUCATOR 5018 RED LODGE DRIVE HOUSTON TX 77084
SHIRLEY S. CHAMBERS	ATTN: SHIRLEY CHAMBERS, CONTRACTOR 5018 RED LODGE DRIVE HOUSTON TX 77084
SIEDLINSKI	6611 WEST 86TH STREET BURBANK IL 60459
SIGMA SYSTEMS INC	ATTN: MOHAN NANNAPANENI 201 BOSTON POST ROAD WEST STE 201 MARLBOROUGH MA 01752
SIGMA SYSTEMS INC	ATTN: LEGAL DEPT. 201 BOSTON POST ROAD WEST STE 201 MARLBOROUGH MA 01752
SIGMA SYSTEMS, INC.	201 BOSTON POST ROAD WEST SUITE 201 MARLBOROUGH MA 01752

Claim Name	Address Information
SIGMA SYSTEMS, INC.	ATTN: ANDY PITTALUGA 1499 W. PALMETTO PARK RD. SUITE 208 BOCA RATOO FL 33486
SIGNIFICA BENEFIT SERVICES, INC.	ADDRESS ON FILE
SIGNIFICA BENEFIT SERVICES, INC.	ATTN: NETWORK MANAGEMENT P.O. BOX 8737 LANCASTER PA 17604
SIGNIFICA BENEFIT SERVICES, INC.	ATTN: LUCILLE CONNAO P.O. BOX 8737 LANCASTER PA 17604
SILVERLINK COMMUNICATIONS, INC.	ATTN: ROBERT MARK. CHIEF SALES OFFICER 67 SOUTH BEDFORD STREET SUITE 300E BURLINGTON MA 01803
SIR SPEEDY	22 WEST CHURCH AVENUE ROANOKE VA 24011
SIRONAHEALTH	500 SOUTHBOROUGH DRIVE SOUTH PORTLAND ME 34952
SMITH PREMIER PHARMACY PLAN, INC.	P.O. BOXŸ5824 SPARTANBURG SC 29304
SMITH PREMIER PHARMACY PLAN, INC.	ATTN: ANNIETTE LEE, OPERATION MANAGER 101 WEST ST. JOHN ST. SPARTAN CENTRE. SUITE 303 SPARTANBURG SC 29306
SMITH PREMIER PHARMACY PLAN, INC.	ATTN: WARREN K. TRONBRIDGE, PRESIDENT 101 WEST ST. JOHN ST. SPARTAN CENTRE. SUITE 303 SPARTANBURG SC 29306
SMITHS MEDICAL MD, INC.	1265 GREY FOX ROAD ST PAUL MN 55112
SOCIAL SECURITY ADMINISTRATION	OFFICE OF PUBLIC INQUIRIES 1100 WEST HIGH RISE 6401 SECURITY BLVD. BALTIMORE MD 21235
SOOIL GROUP, INC.	ATTN: JONG HYWN KIM, VICE PRESIDENT 5677 OBERLIN DRIVE SUITE 101 SAN DIEGO CA 92121
SOOIL GROUP, INC.	ATTN: VP, BUSINESS OPERATION 5677 OBERLIN DRIVE SUITE 101 SAN DIEGO CA 92121
SORAIDA BERRIOS-GUCCIONE	5515 WEST ARDMORE AVENUE CHICAGO IL 60646
SOUTH CAROLINA ATTORNEY GENERAL	ATTN: ATTORNEY GENERAL REMBERT C. DENNIS OFFICE BLDG. P.O. BOX 11549 COLUMBIA SC 29211-1549
SOUTH CAROLINA DEPT OF REVENUE	301 GERVAIS STREET COLUMBIA SC 29214-0100
SOUTH COUNTRY HEALTH ALLIANCE	ATTN: LEOTA B. LIND, ACTING CEO 110 WEST FREMONT STREET OWATONNA MN 55060
SOUTH COUNTRY HEALTH ALLIANCE	ADDRESS ON FILE
SOUTH DAKOTA ATTORNEY GENERAL	ATTN: ATTORNEY GENERAL 1302 EAST HIGHWAY 14 SUITE 1 PIERRE SD 57501-8501
SOUTH DAKOTA DEPT OF REVENUE	445 EAST CAPITOL AVE PIERRE SD 57501
SOUTH TEXAS HEALTH COOPERATIVE	ADDRESS ON FILE
SOUTH TEXAS HEALTH COOPERATIVE	ATTN: ANNELISESE MCMINN, CO-OP BOARD PRESIDENT P.O. BOX 2815 HARLINGEN TX 78550
SOUTHARD	118 PAR DRIVE SALEM VA 24153
SOUTHEAST SERVICES, INC.	ANTHEM BLUE CROSS AND BLUE SHIELD P.O. BOX 27401 RICHMOND VA 23279
SOUTHEAST SERVICES, INC.	C/O ANTHEM BLUE CROSS AND BLUE SHIELD FEDERAL EMPLOYEE PROGRAM P.O. BOX 27401 RICHMOND VA 23279
SOUTHEAST SERVICES, INC.	ATTN: COLIN S. DROZDOWSKI, VICE PRESIDENT, HEALTH SERVICES P.O. BOX 27401-7409 RICHMOND VA 23279
SOUTHEAST SERVICES, INC.	ATTN: COLIN S. DROZDOWSKI, VICE PRESIDENT, HEALTH SERVICES P.O. BOX 27401 RICHMOND VA 23279
SOUTHEAST SERVICES, INC.	ATTN: ANTHEM HEALTH PLANS OF VIRGINIA, INC D/B/A ANTHEM BLUE CROSS AND BLUE SHIELD P.O. BOX 27401 RICHMOND VA 23279
SOUTHEAST SERVICES, INC.	P.O. BOX 27401 RICHMOND VA 23279
SOUTHEAST SERVICES, INC.	C/O ANTHEM BLUE CROSS BLUE SHIELD ATTN: CORPORATE APPEALS UNIT P.O. BOX 27401 RICHMOND VA 23279
SOUTHEAST SERVICES, INC.	ATTN: JOHN B. SYER, JR., VICE PRESIDENT, HEALTH SERVICES P.O. BOX 27401 RICHMOND VA 23279
SOUTHEAST SERVICES, INC.	C/O ANTHEM HEALTH PLANS OF VIRGINIA, INC. D/B/A ANTHEM BLUE CORESS AND BLUE SHIELD P.O. BOX 27401 RICHMOND VA 23279
SOUTHEAST SERVICES, INC.	ADDRESS ON FILE
SOUTHEAST SERVICES, INC.	ATTN: NETWORK ADMINISTRATOR FOR MEDICAL EQUIPMENT SUPPLY PROVIDERS P.O. BOX 27401 MAILDROP VA43A RICHMOND VA 23286-8708
SOUTHEAST SERVICES, INC.	ATTN: COLIN S. DROZDOWSKI, VICE PRESIDENT, NETWORK DEVELOPMENT P.O. BOX 27401 MAILDROP VA43A RICHMOND VA 23286-8708

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Claim Name	Address Information
SOUTHEASTERN PRINTING COMPANY, INC.	3601 SE DIXIE HIGHWAY STUART FL 34997
SOUTHEASTERN PRINTING COMPANY, INC.	P.O. BOX 2476 3601 SOUTH DIXIE HIGHWAY STUART FL 34997
SOUTHEASTERN PRINTING COMPANY, INC.	ATTN: DIANA GANNON, CFO 3601 SOUTH DIXIE HIGHWAY STUART FL 34997
SPECIALTY MEDICAL SUPPLIES	3882 NW 124TH AVE. CORAL SPRINGS FL 33065
SPRING HEALTH SOLUTIONS, INC.	1 BRIDGE PLAZA FORT LEE NJ 07024
SPRING HEALTH SOLUTIONS, INC.	ATTN: AMIR LOBERMAN, CFO 1 BRIDGE PLAZA FORT LEE NJ 07024
SPRING HEALTH SOLUTIONS, INC.	ATTN: EFRI ARGANMAN, CEO 1 BRIDGE PLAZA FORT LEE NJ 07024
STAFFING SOLUTIONS OF THE TREASURE	COAST, LLC 10010 S US HIGHWAY 1 PORT ST. LUCIE FL 34952
STATE AUDITOR'S OFFICE	ATTN: ROBERT SCOTT, UNCLAIMED PROPERTY DIVISION MANAGER P.O. BOX 251906 LITTLE ROCK AR 72225-1906
STATE BOARD OF EQUALIZATION	ATTN: JEFFREY H. GRAYBILL-TAX COUNSEL IV LITIGATION DIVISION/LEGAL DEPT 450 N STREET (MIC:82) SACRAMENTO CA 95814
STATE COMPTROLLER'S OFFICE	ATTN: LAWRENCE SCHANTZ, DIRECTOR, OFFICE OF UNCLAIMED FUNDS 110 STATE ST., 8TH FL. ALBANY NY 12236
STATE OF ARIZONA	801 E. JEFFERSON STREET MD 4100 PHOENIX AZ 85034
STATE OF MICHIGAN	P.O. BOX 30670 LANSING MI 48909
STATE TREASURER	ATTN: LINDA CHAMPION GAMBLE, SENIOR ASSISTANT STATE TREASURER PO BOX 11778 COLUMBIA SC 11778
STATE TREASURER'S OFFICE	ATTN: KATHY JANES, CPA, DIRECTOR OF UNCLAIMED PROPERTY 2300 N. LINCOLN BLVD., ROOM 217 OKLAHOMA CITY OK 73105
STATE TREASURY	ATTN: MARIA M. GREENSLADE, ASSISTANT DEPUTY TREASURER 55 ELM STREET HARTFORD CT 06106
STATE TREASURY	ATTN: STANLEY H. GREENE, DIRECTOR, BUREAU OF UNCLAIMED PROPERTY P.O. BOX 1837 HARRISBURG PA 17105-1837
STATE TREASURY	ATTN: MARK W. BRACKEN, DIRECTOR OF ABANDONED PROPERTY ONE ASHBURTON PLACE, 12TH FLOOR BOSTON MA 02108
STATE TREASURY	ATTN: THOMAS MCANESPIE, DIRECTOR OF ABANDONED PROPERTY 25 CAPITOL ST., ROOM 205 CONCORD NH 03301-6312
STATE TREASURY	ATTN: TIM RODRIGUEZ, DIRECTOR OF INTERNAL OPERATIONS 39 STATE HOUSE STATION AUGUSTA ME 04333
STATE TREASURY	ATTN: ALBERT LAPERLE, DIRECTOR OF UNCLAIMED PROPERTY 109 STATE STREET, 4TH FL. MONTPELIER VT 05609-6200
STATE TREASURY	ATTN: VICKI D. BRIDGEMAN, DIRECTOR OF UNCLAIMED PROPERTY P.O. BOX 2478 RICHMOND VA 23218
STATE TREASURY	ATTN: CAROLYN ATKINSON, DEPUTY TREASURER OF UNCLAIMED PROPERTY ONE PLAYER'S CLUB DR. CHARLESTON WV 25311
STATE TREASURY	ATTN: MARK PFEIFFER, DIRECTOR OF UNCLAIMED PROPERTY 1050 US HWY 127 SOUTH FRANKFORT KY 40601
STATE TREASURY	ATTN: GONZALO G. LLANO, ADMINISTRATOR P.O. BOX 30756 LANSING MI 48909
STATE TREASURY	ATTN: RALPH AINSWORTH, DIVISION DIRECTOR P.O. BOX 302510 MONTGOMERY AL 36130
STATE TREASURY	ATTN: JOHN GABRIEL, DIRECTOR OF UNCLAIMED PROPERTY ANDREW JACKSON BLDG., 9TH FL. 502 DEADERICK ST. NASHVILLE TN 37243-0203
STATE TREASURY	ATTN: ROXANNA HOLLENSTINE, DIRECTOR OF UNCLAIMED PROPERTY ILLINOIS BUSINESS CENTER 400 W. MONROE ST., SUITE 401 SPRINGFIELD IL 62704
STATE TREASURY	ATTN: SCOTT HARPER, DIRECTOR OF UNCLAIMED PROPERTY & GENERAL SERVICES P.O. BOX 1272 JEFFERSON CITY MO 65102
STATE TREASURY	ATTN: TONY GEIGER, DIRECTOR, UNCLAIMED PROPERTY P.O. BOX 138 JACKSON MS 39205
STATE TREASURY	ATTN: LEE DEJABET, UNCLAIMED PROPERTY ADMINISTRATOR STATE CAPITOL BLDG., SUITE 212 500 EAST CAPITOL AVE. PIERRE SD 57501-5070
STATE TREASURY	ATTN: KATHERINE PRIEST, DEPUTY DIRECTOR OF UNCLAIMED PROPERTY 900 SW JACKSON, STE 201 TOPEKA KS 66612-1235
STATE TREASURY	ATTN: MEAGHAN AGUIRRE, UNCLAIMED PROPERTY COORDINATOR 809 P ST LINCOLN NE

#### EPIQ BANKRUPTCY SOLUTIONS, LLC

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Claim Name	Address Information
STATE TREASURY	68509
STATE TREASURY	ATTN: KATHLEEN LOBELL, DIRECTOR OF UNCLAIMED PROPERTY P.O. BOX 91010 BATON ROUGE LA 70821-9010
STATE TREASURY	ATTN: PATTY WHITE, PROGRAM DIRECTOR 1580 LOGAN ST., SUITE 500 DENVER CO 80203
STATE TREASURY	ATTN: NANCY RUSSELL, DIRECTOR 2515 WARREN AVE., SUITE 502 CHEYENNE WY 82002
STATE TREASURY	ATTN: LINDA EVERHARD, DEPUTY TREASURER, UNCLAIMED PROPERTY 555 E. WASHINGTON AVE #4200 LAS VEGAS NV 89101
STATESCAPE	ATTN: LORIE J. NEVARES, PRESIDENT 114 N. PATRICK STREET ALEXANDRIA VA 22314
STELLIO	501 CAMBRIDGE STREET SUITE 203 CAMBRIDGE MA 02141
STEPPING STONE PARTNERSHIP, LLC	12416 HYMEADOW DRIVE SUITE 215 AUSTIN TX 78750
STERICYCLE	4010 COMMERCIAL AVENUE NORTHBROOK IL 60062
STERICYCLE, INC.	4010 COMMERCIAL AVE. NORTHBROOK IL 60062
STERICYCLE, INC.	ATTN: GAVIN WINFIELD, ACCT REP 4010 COMMERCIAL AVENUE NORTHBROOK IL 60062
STERLING HEALTH PLANS PPO &PFFS	ATTN: MIKE GALE, SENIOR VICE PRESIDENT 2219 RIMLAND DRIVE BELLINGHAM WA 98826
STERLING HEALTH PLANS PPO &PFFS	ATTN: CORPORATE COUNSEL 2219 RIMLAND DRIVE BELLINGHAM WA 98826
STEVEN DOUGLAS INTERIM FINANCIAL	SERVICES, LLC 1301 INTERNATIONAL PKWY SUITE 510 FORT LAUDERDALE FL 33323
STEVEN DOUGLAS INTERIM FINANCIAL	SERVICES, LLC 1301 INTERNATIONAL PARKWAY SUITE 510 SUNRISE FL 33323
STEVEN DOUGLAS INTERIM FINANCIAL	ATTN: DAN HAFETZ, MANAGING DIRECTOR 1301 INTERNATIONAL PARKWAY SUITE 510
SERVICES, LLC	SUNRISE FL 33323
STINSON, MARY	ADDRESS ON FILE
STOLLBERGER	49 MARK DRIVE SMITHTOWN NY 11787
STOLLBERGER	ATTN: JOAN STOLLBERGER, DIABETES EDUCATOR / NUTRITION & FOOD COACH 49 MARK
	DRIVE SMITHTOWN NY 11787
STONEBRIDGE BUSINESS PARTNERS	180 CANAL VIEW BLVD. SUITE 1000 ROCHESTER NY 14623-2833
STONEBRIDGE BUSINESS PARTNERS	ATTN: JAMES I. MARASCO, DIRECTOR, CORPORATE SERVICES 180 CANAL VIEW BOULEVARD
	SUITE 1000 ROCHESTER NY 14623-2833
STONEBRIDGE BUSINESS PARTNERS	ATTN: JAMES I. MARASCO, DIRECTOR, CORPORATE SERVICES 180 CANAL VIEW BOULEVARD SUITE 100 ROCHESTER NY 14623-2833
STRATEGIC ADVISORS	C/O FIDELITY INVESTMENTS - ECM ATTN: ADMINISTRATIVE TEAM P.O. BOX 770001 CINCINNATI OH 45277-0026
STREAMLITE INC.	PO BOX 18843 ATLANTA GA 31126-0843
SUE GENEROSE, RD, CDE, LDN	10 HERITAGE CIRCLE HAZLE TOWNSHIP PA 18202
SUNERA, LLC	3350 SW 148TH AVE SUITE 210 MIRAMAR FL 33027
SUNERA, LLC	ATTN: NATALIE LITTLE, PARTNER 3350 SW 148TH AVE SUITE 210 MIRAMAR FL 33027
SUPERIOR HEALTH PLAN, INC	ATTN: CHRISTOPHER BOWERS, PRESIDENT AND CEO 2100 IH-35 SO STE 202 AUSTIN TX 78704
SUPERIOR HEALTH PLAN, INC	ATTN: CHRISTOPHER BOWERS, PRESIDENT/CEO 2100 IH-35 SO STE 202 AUSTIN TX 78704
SUPERIOR HEALTH PLAN, INC	ATTN: NETWORK DEVELOPMENT AND CONTRACTING 6070 GATEWAY EAST STE 400 EL PASO TX 79905
SUPPLY ONE, INC.	90 PACKAGING DRIVE WEYERS CAVE VA 24486
SUPPORT MEDICAL PLUS	904 SOUTHEAST PRIMA VISTA BLVD. SUITE 200 PORT ST. LUCIE FL 34952
SYMANTEC CORPORATION	350 ELLIS STREET MOUNTAIN VIEW CA 94043
TAKACS	612 ELM STREET OLYPHANT PA 18447
TALENTLINC, INC.	4223 SW HIGH MEADOWS AVENUE PALM CITY FL 34990
TALENTLINC, INC.	ATTN: JEREMY MCGREW, MANAGING PARTNER 4223 SW HIGH MEADOWS AVENUE PALM CITY FL 34990
TALENTLINC, INC.	ATTN: JEREMY MCGREW, MANAGING PARTNER P.O. BOX 1764 PALM CITY FL 34991
TALENTSHIP SEARCH, INC.	6325 WOODSIDE CT COLUMBIA MD 21046
TALENTSHIP SEARCH, INC.	ATTN: FRANK KOSMELA, PRINCIPAL 6325 WOODSIDE COURT COLUMBIA MD 21046
TANDEM DIABETES CARE, INC.	11045 ROSELLE STREET SAN DIEGO CA 92121
TANDEM DIABETES CARE, INC.	11045 ROSELLE STREET SUITE 200 SAN DIEGO CA 92121
TABLES CALL, INC.	11015 KODEDE SINDI SOTI 200 SKN DIEGO CK 32121

Claim Name	Address Information
TANDEM DIABETES CARE, INC.	ATTN: ROBERT B. AUOCONE, SR. VP 11045, ROSELLE SUITE 200 SAN DIEGO CA 92121
TANDEM DIABETES CARE, INC.	ATTN: LINDA PARKS 11045 ROSELLE STREET SUITE 200 SAN DIEGO CA 92121
TAW POWER SYSTEMS, INC	ATTN: GREG DORSEY 6312 78TH STREET RIVERVIEW FL 33569
TAW POWER SYSTEMS, INC	ATTN: JAMES A. TURNER III 6312 78TH STREET RIVERVIEW FL 33569
TAW POWER SYSTEMS, INC	ATTN: MR. JAMES A. TURNER, III 6312 78TH ST. RIVERVIEW FL 33578
TAW POWER SYSTEMS, INC	2059 BLOUNT ROAD POMPANO BEACH FL 33069
TAW POWER SYSTEMS, INC	1500 NW 15TH AVENUE POMPANO BEACH FL 33069
TAW POWER SYSTEMS, INC	ATTN: ANTHONY ECHAZABAL 2059 BLOUNT ROAD POMPANO BEACH FL 33069
TAW POWER SYSTEMS, INC	ATTN: BRIAN HAGGERTY 1500 NW 15TH AVENUE POMPANO BEACH FL 33069
TAXATION & REVENUE DEPARTMENT	ATTN: STEPHANIE DENNIS, TAX COMPLIANCE SPECIALIST SUPERVISOR P.O. BOX 25123 SANTA FE NM 87504-5123
TAYLOR, BARBARA	ADDRESS ON FILE
TECHUSA, INC.	ATTN: GENERAL COUNSEL 8334 VETERANS HWY 2ND FLOOR MILLERSVILLE MD 21108
TECHUSA, INC.	1451 W. CYPRESS CREEK ROAD FT. LAUDERDALE FL 33309
TECHUSA, INC.	ATTN: WENDY KRAMER 1451 W. CYPRESS CREEK RD. FORT LAUDERDALE FL 33309
TEK SYSTEMS	6301 NW 5TH WAY, SUITE 2500 CAITLIN HERMAN FORT LAUDERDALE FL 33309
TEK SYSTEMS INC	ATTN: DERREK HIESTER, REGIONAL CONTROLLER 7437 RACE ROAD HANOVER MD 21076
TEK SYSTEMS INC	ATTN: SAM SILEK 2157 APPERSON DRIVE SALEM VA 21453
TEK SYSTEMS INC	ATTN: SABER KADIRI, ACCOUNT MANAGER 119 NORFOLK AVENUE SUITE 310 ROANOKE VA 24011
TEK SYSTEMS, INC.	6301 NW 5TH WAY, SUITE 2500 CAITLIN HERMAN FORT LAUDERDALE FL 33309
TEKSYSTEMS, INC.	7437 RACE ROAD HANOVER MD 21076
TEKSYSTEMS, INC.	6301 NW 5TH WAY SUITE 2500 FORT LAUDERDALE FL 33309
TEKSYSTEMS, INC.	ATTN: CAITLIN HERMAN 6301 NW 5TH WAY STE 2500 FORT LAUDERDALE FL 33309
TEKSYSTEMS, INC.	ATTN: CAITLIN HERMAN, ACCOUNT MANAGER 6301 NW 5TH WAY STE 2500 FORT LAUDERDALE FL 33309
TELCARE, INC	ATTN: PRESIDENT 2 BETHESDA METRO CENTER SUITE 1350 BETHESDA MD 20814
TELCARE, INC	ATTN: GENERAL COUNSEL 2 BETHESDA METRO CENTER SUITE 1350 BETHESDA MD 20814
TELCARE, INC.	2 BETHESDA METRO STATION SUITE 1350 BETHESDA MD 20814
TELECARE MEDICAL SUPPLY, INC.	ATTN: DAVID BJORK, CEO 150 BAKER AVENUE EXTENSION SUITE 300 CONCORD MA 01742
TENNESSEE ATTORNEY GENERAL	ATTN: ATTORNEY GENERAL 425 5TH AVENUE NORTH NASHVILLE TN 37243
TENNESSEE DEPT OF REVENUE	500 DEADERICK ST ANDREW JACKSON BLDG NASHVILLE TN 37242
TEXARKANA	1802 MOORES LANES TEXARKANA TX 75503
TEXAS ATTORNEY GENERAL	ATTN: ATTORNEY GENERAL CAPITOL STATION P.O. BOX 12548 AUSTIN TX 78711-2548
TEXAS COMPTROLLER OF PUBLIC ACCOUNTS	P.O. BOX 13528 CAPITOL STATION AUSTIN TX 78711-3528
TEXAS COMPTROLLER OF PUBLIC ACCOUNTS	LYNDON B JOHNSON STATE OFFICE BLDG 111 EAST 17TH ST AUSTIN TX 78774
TEXAS COMPTROLLER OF PUBLIC ACCOUNTS	ATTN: FRANCES TORRES, DIRECTOR, UNCLAIMED PROPERTY DIVISION LBJ STATE OFFICE BUILDING AUSTIN TX 78774
TEXAS DEPARTMENT OF INSURANCE	P.O. BOX 149104 AUSTIN TX 78714-9104
TEXAS STATE COMPTROLLER	P.O. BOX 149354 AUSTIN TX 78714
TEXAS WORKFORCE COMMISSION	CIVIL RIGHTS DIVISION 101 E. 15TH STREET, ROOM 144-T AUSTIN TX 78778-0001
THE BRAFF GROUP	1665 WASHINGTON ROAD SUITE 3 PITTSBURGH PA 15228
THE CHANGE EXECUTION GROUP	120 BEECH POINTE LN MOORESVILLE NC 28117-9065
THE CHANGE EXECUTION GROUP	1570 CHERI COURT KISSIMMEE FL 34733
THE ESSEX RECRUITING GROUP	370 WEST CAMINO GARDENS BLVD #403 BOCA RATON FL 33432
THE FREMONT COMPANY - MUTUAL HEALTH	ATTN: THOMAS W. SMITH, TREASURER 802 NORTH FRONT STREET FREMONT OH 43420
SERVICES, INC	
THE HARVARD DRUG GROUP	31778 ENTERPRISE DRIVE LIVONIA MI 48150
	ATTN: CHARLES F. CANEY 31778 ENTERPRISE DRIVE LIVONIA MI 48150
THE HARVARD DRUG GROUP	

Claim Name	Address Information
THE INTEQ GROUP, INC.	ATTN: JERRY HOSLER, VP, ADMINSITRATION & FINANCE 5445 LA SIERRA DR. SUITE 400
	DALLAS TX 75231
THE LEAD GENERATION	1180 W. PEACHTREE STREET SUITE 2225 ATLANTA GA 30309
THE LEAD GENERATION	ATTN: THEO MWANGI 1180 PEACHTREE STREET SUITE 2225 ATLANTA GA 30309
THE LEAD GENERATION	ATTN: ROHET CIMINI 1180 PEACHTREE STREET SUITE 2225 ATLANTA GA 30309
THE MERGIS GROUP, L.P.	600 CORPORATE DRIVE SUITE 240 FORT LAUDERDALE FL 33334
THE MERGIS GROUP, L.P.	ATTN: ANDREW POBER, MANAGING DIRECTOR 600 CORPORATE DRIVE SUITE 240 FORT
	LAUDERDALE FL 33334
THE SSI GROUP, INC.	4721 MORRISON DRIVE SUITE 100 MOBILE AL 36609
THE SSI GROUP, INC.	ATTN: JAMES M. LYONS, VP, CFO 4721 MORRISON DRIVE MOBILE AL 36609
THE SSI GROUP, INC.	ATTN: JAMES M. LYONS, PRESIDENT & CEO 4721 MORRISON DRIVE MOBILE AL 36609
THE SSI GROUP, INC.	ATTN: JAMES M. LYONS, VP, CFO 4721 MORRISON DRIVE SUITE 100 MOBILE AL 36609
THE SSI GROUP, INC.	ATTN: COMPLIANCE OFFICER 4721 MORRISON DRIVE MOBILE AL 36609
THE SSI GROUP, INC.	ATTN: TERRY BROWN P.O. BOX 991835 MOBILE AL 36691
THERMOFISHER SCIENTIFIC	501 90TH AVENUE NW MINNEAPOLIS MN 55433
THREE RIVERS PROVIDER NETWORK	(FORMALLY MANAGED CARE STRATEGIES) ATTN: BLAINE D. POLLOCK, PRESIDENT 1620
	FIFTH AVENUE SUITE 900 SAN DIEGO CA 92101
TIFFANY BROWN	741 TORRINGTON PLACE DAYTON OH 45406
TIFFANY BROWN	ATTN: TIFFANY BROWN 741 TORRINGTON PLACE DAYTON OH 45406
TIFFANY BROWN	ATTN: MARY'S BROWN, RD LD CDE 422 S MADISON SAN ANGELO TX 76901
TIMOTHY TIDD	8881 LIBERTY LANE PORT ST. LUCIE FL 34952
TLC ADVANTAGE LLC	ATTN: EDWARD E. ARSHEM PO BOX 89410 3900 W. 53RD STREET SIOUX FALLS SD 57109
TRANE	4 WOOD HOLLOW ROAD PARSIPPANY NJ 07054
TRI-STATE CARDBOARD, LLC	789 WILKIN CT. VILLA HILLS KY 41017
TRIAD HEALTHCARE, INC.	10721 PINE LODGE TRAIL DAVIE FL 33328
TRIAD HEALTHCARE, INC.	PMB 369 5722 S FLAMINGO RD COOPER CITY FL 33330-3206
TRIBRIDGE HOLDINGS, LLC	C/O PNC BANK LOCKBOX NUMBER 538158 PHOENIX BUSINESS PARK, 1669 PHOENIX PKWY
	STE 210 COLLEGE PARK GA 30349
TRIBRIDGE HOLDINGS, LLC	P.O. BOX 538158 ATLANTA GA 30353-8158
TRIBRIDGE HOLDINGS, LLC	4830 W. KENNEDY BLVD. SUITE 890 TAMPA FL 33609
TRIBRIDGE HOLDINGS, LLC	ATTN: BOBBY PRIESTLEY, MANAGING DIRECTOR 4830 W. KENNEDY BLVD. SUITE 890 TAMPA
	FL 33609
TRICARE SOUTH	(HUMANA MILITAR HEALTHCARE SERVICES, INC) ATTN: NETWORK DEVELOPMENT DEPARTMENT
	500 WEST MAIN STREET LOUISVILLE KY 40201
TRICARE SOUTH	(HUMANA MILITAR HEALTHCARE SERVICES, INC) ATTN: RUTHAND MANKINI, DIRECTOR 500
	WEST MAIN STREET LOUISVILLE KY 40201
TRICARE SOUTH	(HUMANA MILITAR HEALTHCARE SERVICES, INC) ATTN: LAW DEPARTMENT HUMANA INC 500
	WEST MAIN STREET LOUISVILLE KY 40201
TRUDY GAILLARD PH.D., RN, CDE	ATTN: TRUDY GAILLARD, NURSE EDUCATOR 495 MCCAMPBELL HALL COLUMBUS OH 43201
TRUDY GAILLARD PH.D., RN, CDE	ATTN: TRUDY GAILLARD, CONTRACTOR 1581 DODD DRIVE 495 MCCAMPBELL HALL COLUMBUS OH 43210-1257
TRUDY GAILLARD PH.D., RN, CDE	6863 GRAY GABLE LANE COLUMBUS OH 43235
TRUDY GAILLARD PH.D., RN, CDE	ATTN: TRUDY GAILLARD, CONTRACTOR 6863 GRAY GABLES LANE COLUMBUS OH 43235
TWC OMBUDSMAN	TEXAS WORKFORCE COMMISSION 101 E. 15TH STREET, ROOM 665 AUSTIN TX 78778-0001
U.S. ATTORNEY'S OFFICE	ATTN: CHARLES M. OBERLY, III 1007 ORANGE STREET, SUITE 700 WILMINGTON DE 19801
U.S. CITIZENSHIP & IMMIGRATION SERVICES	(USCIS) WASHINGTON DISTRICT OFFICE 2675 PROSPERITY AVENUE FAIRFAX VA 22031
U.S. DEPARTMENT OF HEALTH AND HUMAN	ATTN: SECRETARY SYLVIA M. BURWELL 200 INDEPENDENCE AVENUE SW WASHINGTON DC
SERVICES	20201-0004
U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES	ATTN: SECRETARY SYLVIA M. BURWELL 5600 FISHERS LN #17A ROCKVILLE MD 20852-1750
U.S. DEPARTMENT OF JUSTICE	CIVIL DIVISION ATTN: RODNEY A. MORRIS & MATHEW TROY 1100 L STREET, N.W., ROOM

Claim Name	Address Information
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U.S. DEPARTMENT OF JUSTICE	CIVIL DIVISION ATTN: RODNEY A. MORRIS & MATHEW TROY P.O. BOX 875, BEN FRANKLIN STATION WASHINGTON DC 20044
U.S. DEPARTMENT OF JUSTICE	CIVIL RIGHTS DIVISION 950 PENNSYLVANIA AVENUE, N.W. OFFICE OF THE ASSISTANT ATTORNEY GENERAL, MAIN WASHINGTON DC 20530
U.S. DEPARTMENT OF LABOR	BENEFITS REVIEW BOARD P.O. BOX 37601 WASHINGTON DC 20013-7601
U.S. DEPARTMENT OF LABOR	FRANCES PERKINS BUILDING 200 CONSTITUTION AVE., NW WASHINGTON DC 20210
U.S. DEPARTMENT OF LABOR	ADMINISTRATIVE REVIEW BOARD ROOM S-5220 200 CONSTITUTION AVE., NW WASHINGTON DC 20210
U.S. DEPARTMENT OF LABOR	OCCUPATIONAL SAFETY & HEALTH ADMINISTRATION 200 CONSTITUTION AVE., NW WASHINGTON DC 20210
U.S. DEPARTMENT OF LABOR	BENEFITS REVIEW BOARD ROOM S-5220 200 CONSTITUTION AVE., NW WASHINGTON DC 20210
U.S. DEPARTMENT OF LABOR	OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS 200 CONSTITUTION AVE., NW WASHINGTON DC 20210
U.S. DEPARTMENT OF LABOR	OFFICE OF LABOR-MANAGEMENT STANDARDS 200 CONSTITUTION AVE., NW ROOM N-1519 WASHINGTON DC 20210
U.S. DEPARTMENT OF LABOR	OFFICE OF WORKERS' COMPENSATION PROGRAMS 200 CONSTITUTION AVE., NW ROOM N-1519 WASHINGTON DC 20210
U.S. DEPARTMENT OF LABOR	WAGE AND HOUR DIVISION 200 CONSTITUTION AVE., NW WASHINGTON DC 20210
U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION	131 M STREET, NE WASHINGTON DC 20507
ULTIMATE BUSINESS SERVICES	1071 SW 30TH AVENUE DEERFIELD BEACH FL 33442
UNICARE HEALTHPLAN OF WEST VIRGINIA,	ATTN: TADD HAYNES, DIRECTOR MEDICAID FIELD OPERATIONS 1207 QUARRIER ST
INC	CHARLESTON WV 25301
UNISON HEALTH PLAN OF DELAWARE, INC.	726 YORKLYN RD STE 200 HOCKESSIN DE 19707-8701
UNISON HEALTH PLAN OF THE CAPITAL AREA,	185 ASYLUM STREET HARTFORD CT 06103
INC.	
UNISOURCE WORLDWIDE, INC.	ATTN: EDWARD CHRISTIAN 6600 GOVERNORS LAKE PARKWAY NORCROSS GA 30071 ATTN: GENERAL COUNSEL 6600 GOVERNORS LAKE PARKWAY NORCROSS GA 30071
UNITED HEALTH GROUP	ATTN: JOHN HABEN, VP - UHN 5901 LINCOLN DRIVE EDINA MN 55436
UNITED HEALTH GROUP	185 ASYLUM STREET HARTFORD CT 06103
UNITED HEALTHCARE COMMUNITY PLAN OF	185 ASYLUM STREET HARTFORD CT 06103
OHIO , INC	165 ASILUM SIRLEI HARIFORD CI 00105
UNITED HEALTHCARE INSURANCE COMPANY	185 ASYLUM STREET HARTFORD CT 06103 USA
UNITED HEALTHCARE INSURANCE COMPANY	1560 SAWGRASS CORPORATE PARKWAY SUITE 300 SUNRISE FL 33323 USA
UNITED HEALTHCARE INSURANCE COMPANY	185 ASYLUM STREET HARTFORD CT 06103-3408
UNITED HEALTHCARE INSURANCE COMPANY	ATTN: JOHN HABEN, VP UHN 5901 LINCOLN DRIVE EDINA MN 55436
UNITED HEALTHCARE INSURANCE COMPANY	ATTN: GREG DOSEDEL, VICE PRESIDENT, NATIONAL ANCILLARY CONTRACTING & STRATEGY 5901 LINCOLN DRIVE EDINA MN 55436
UNITED HEALTHCARE INSURANCE COMPANY	ATTN: JOHN HAREN, VP - UHN 5901 LINCOLN DRIVE EDINA MN 55436
UNITED HEALTHCARE INSURANCE COMPANY	ATTN: JOHN HAREN, VP - UHN 5757 PLAZA DRIVE MAIL STOP CA 124-0132 CYPRESS CA 90630
UNITED HEALTHCARE OF MISSISSIPPI, INC.	ATTN: MICHEL B LENTZ, REGIONAL ANCILLARY LEAD 185 ASYLUM STREET HARTFORD CT 06103
UNITED HEALTHCARE OF NEW YORK, INC	185 ASYLUM STREET HARTFORD CT 06103
UNITED HEALTHCARE OF PENNSYLVANIA INC.	185 ASYLUM STREET HARTFORD CT 06103
UNITED HEALTHCARE OF THE MID ATLANTIC,	185 ASYLUM STREET HARTFORD CT 06103
INC	
UNITED HEALTHCARE OF THE MIDLANDS, INC	185 ASYLUM STREET HARTFORD CT 06103
	185 ASYLUM STREET HARTFORD CT 06103-3408
UNITED HEALTHCARE SERVICES, INC	165 ASTEOM STREET HARTFORD CT 00105-5400

Claim Name	Address Information
UNITED PARCEL SERVICE	3203 ORLEANDER AVE FORT PIERCE FL 34982
UNITED PARCEL SERVICE, INC.	ATTN: NIKI OCONNER, DIRECTOR ENTERPRISE ACCOUNTS 6001 EAST 8TH AVENUE HIALEAH FL 33013
UNITED PARCEL SERVICE, INC.	ATTN: STEVE EVANS, ACCOUNT MANAGER 6001 EAST 8TH AVENUE HIALEAH FL 33013
UNITEDHEALTHCARE COMMUNITY PLAN	ADDRESS ON FILE
UNITEDHEALTHCARE INSURANCE COMPANY	5901 LINCOLN DR EDINA MN 55436
UNITEDHEALTHCARE INSURANCE COMPANY	ADDRESS ON FILE
UNITEDHEALTHCARE INSURANCE COMPANY	5757 PLAZA DRIVE MAIL STOP CA 124-0132 CYPRESS CA 90630
UNITEDHEALTHCARE INSURANCE COMPANY ON	ADDRESS ON FILE
UNITEDHEALTHCARE INSURANCE COMPANY,	ADDRESS ON FILE
UNITEDHEALTHCARE OF WISCONSIN, INC	185 ASYLUM STREET HARTFORD CT 06103
UNIVERSAL AMERICAN CORP.	ADDRESS ON FILE
UNIVERSAL GUARDIAN ACCEPTANCE, LLC	1701 S. BELT HIGHWAY SAINT JOSEPH MO 64507
UNIVERSAL GUARDIAN ACCEPTANCE, LLC	1701 S. BELT HWY SAINT JOSEPH MO 64507
UNIVERSAL GUARDIAN ACCEPTANCE, LLC	ATTN: JEFF A. DAUM, PRESIDENT 1701S. BELT HIGHWAY SAINT JOSEPH MO 64507
UNIVERSAL GUARDIAN ACCEPTANCE, LLC	ATTN: PATTI FISHER 702 FELIX SAINT JOSEPH MO 65401
UNIVERSAL RX	ATTN: JAN S. SESSOR, PRESIDENT 710 3RD STREET ROANOKE VA 24016
UNIVERSITY HEALTH CARE, INC.	D/B/A PASSPORT HEALTH PLAN ATTN: CAROL H. MULDOON, CHIEF OPERATING OFFICER P.O. BOX 9649 PORT ST. LUCIE FL 34985
UNIVERSITY HEALTH CARE, INC. D/B/A	ADDRESS ON FILE
US BANK NATIONAL ASSOCIATION	ATTN: DAVID C. MRUK, VICE PRESIDENT 333 COMMERCE ST. SUITE 900 NASHVILLE TN 37201
US BANK NATIONAL ASSOCIATION	333 COMMERCE ST. SUITE 900 NASHVILE TN 97201
US MEDICAL INSTRUMENTS, INC	888 PROSPECT STREET SUITE 100 LA JOLLA CA 92037
US POSTAL SERVICE	475 L'EFANT FLAZA SW RM 4012 WASHINGTON DC 20602200
USA MANAGED CARE ORGANISATION, INC	ATTN: DONNA SMITH, VICE PRESIDENT OF ADMINISTRATION 1250 CAPITAL OF TEXAS HIGHWAY SOUTH BLDG. 3-500 AUSTIN TX 78746
USABLE CORPORATION	ADDRESS ON FILE
USABLE CORPORATION	ATTN: CURTIS BARNETT, PRESIDENT & CEO P.O. BOX 1489 LITTLE ROCK AR 72203-1489
USABLE CORPORATION	ATTN: MANAGER, PROVIDER NETWORK OPERATIONS P.O. BOX 2181 LITTLE ROCK AR 72203-2181
UTAH ATTORNEY GENERAL	ATTN: ATTORNEY GENERAL STATE CAPITOL RM. 236 SALT LAKE CITY UT 84114-0810
UTAH STATE TAX COMMISSION	210 NORTH 1950 WEST SALT LAKE CITY UT 84134
VALERITAS INC	ATTN: KRISTINE PETERSON, CEO 750 ROUTE 202 SOUTH, #100 BRIDGEWATER NJ 08807
VALERITAS, INC.	750 ROUTE 202 SOUTH, #100 BRIDGEWATER NJ 08807
VALLEY SERVICES, INC.	4400 MAGNUM DRIVE JACKSON MS 39232
VAROLLI CORPORATION	ATTN: LEGAL DEPARTMENT 821 SECOND AVENUE SUITE 1000 SEATLLE WA 98104
VASAS, FRANK	ADDRESS ON FILE
VAUGHN MEDICAL, LLC	8524 HIGHWAY 6 N #435 HOUSTON TX 77095-2103
VAUGHN, JAMES	ADDRESS ON FILE
VENTUS MEDICAL, INC.	ATTN: JOHN FRABONI 1301 SHOREWAY ROAD BELMONT CA 94002
VENTUS MEDICAL, INC.	ATTN: PETER S. WYLES, CEO 1301 SHOREWAY ROAD BELMONT CA 94002
VERGANI	35 BOSTON LANE PALM COAST FL 32137
VERGANI	ATTN: MYRA VEIGARI, CDE 35 BOSTON LANE PALM COAST FL 32137
VERGIS	1050 CROFTMOORE LANDING SUWANEE GA 30024
VERGIS	ATTN: LOIS VERGIS, CERTIFIED DIABETES EDUCATOR 1050 CROFTMOORE LANDING SUWANEE GA 30024
VERINT AMERICAS, INC.	ATTN: BRETT M. FLEISCHMAN, VP FINANCE 800 NORTH POINT PARKWAY ALPHARETTA GA 30005
VERISYS CORPORATION	1001 N. FAIRFAX STREET SUITE 640 ALEXANDRIA VA 22314

Claim Name	Address Information
VERMONT ATTORNEY GENERAL	ATTN: ATTORNEY GENERAL 109 STATE ST. MONTPELIER VT 05609-1001
VERMONT DEPT OF TAXES	133 STATE ST MONTPELIER VT 05633-1401
VGM HOMELINK	ADDRESS ON FILE
VGM HOMELINK	ATTN: BRENT HANSON, SENIOR VP P.O. BOX 1860 WATERLOO IA 50704
VGM HOMELINK	ATTN: RICK HIBBEN, ACCREDITATION PRIVACY AND COMPLIANCE ADVISOR P.O. BOX 1860
	WATERLOO IA 50704
VIRGIN ISLANDS ATTORNEY GENERAL	ATTN: ATTORNEY GENERAL DEPT OF JUSTICE,GERS. COMPLEX 488-50C KRONPRINSDENS
	GADE ST. THOMAS VI 00802
VIRGINIA ATTORNEY GENERAL	ATTN: ATTORNEY GENERAL 900 EAST MAIN STREET RICHMOND VA 23219
VIRGINIA DEPARTMENT OF LABOR AND	MAIN STREET CENTRE BLDG. 600 EAST MAIN STREET, SUITE 207 RICHMOND VA
INDUSTRY	23219-4101
VIRGINIA DEPARTMENT OF TAXATION	1957 WESTMORELAND STREET RICHMOND VA 23230
VIRGINIA DEPT OF TAXATION	P.O. BOX 1115 RICHMOND VA 23218-1115
VIRGINIA DEPT OF TAXATION	3600 WEST BROAD ST RICHMOND VA 23230-4915
VIRGINIA DEPT. OF TAXATION	P.O. BOX 1358 RICHMOND VA 23218-1358
VIRGINIA EMPLOYMENT COMMISSION	P.O. BOX 1358 RICHMOND VA 23218-1358
VIRGINIA HEALTH NETWORK (CARILION	ATTN: JAMES W. BRITTAIN, PRESIDENT 7400 BEAUFONT SPRINGS DRIVE SUITE 505
HEALTH PLANS)	RICHMOND VA 23225
VIRGINIA HEALTH NETWORK (CARILION	ATTN: PROVIDER RELATIONS DEPARTMENT COMMONWEALTH PARK BUILDING, 110 CAMPBELL
HEALTH PLANS)	AVENUE, SW SUITE 107 ROANOKE VA 24011
VIRGINIA PREMIER HEALTH PLAN, INC.	ATTN: JAMES S. PARROT C/O NETWORK DEVELOPMENT 600 E. BROAD ST., SUITE 400 RICHMOND VA 23219
VISION SERVICE PLAN INSURANCE CO (VSP)	3333 QUALITY DRIVE RANCHO CORDOVA CA 95670
VIVA HEALTH, INC.	417 20TH STREET NORTH, SUITE 1100 BIRMINGHAM AL 35203
VIVA HEALTH, INC.	1400 21ST PLACE SOUTH BIRMINGHAM AL 35205
VORMITTAG ASSOCIATES, INC	120 COMAC STREET RONKONKOMA NY 11779
VOXEO CORPORATION	189 SOUTH ORANGE AVENUE 10TH FLOOR ORLANDO FL 32801
VSP VISION	ATTN: SALES P.O. BOX 997100 SACRAMENTO CA 95889-7100
WALGREENS HEALTH INITIATIVES, INC.	1425 LAKE COOK ROAD 3RD FLOOR DEERFIELD IL 60015
WALLGREENS HEALTH INITIATIVE	ATTN: NETWORK MANAGER 1425 LAKE COOK ROAD 3RD FLOOR DEERFIELD IL 60015
WASHINGTON ATTORNEY GENERAL	ATTN: ATTORNEY GENERAL 1125 WASHINGTON ST. SE P.O. BOX 40100 OLYMPIA WA
WASHINGTON ATTORNET GENERAL	98504-0100
WASHINGTON STATE DEPT OF REVENUE	P.O. BOX 47476 OLYMPIA WA 98504-7476
WASHINGTON STATE DEPT OF REVENUE	P.O. BOX 47478 OLYMPIA WA 98504-7478
WAST MANAGEMENT INC. OF FLORIDA	2700 WILES ROAD POMPANO BEACH FL 33073
WASTE MANAGEMENT, INC.	700 SE BRIDGE HEAD HOBE SOUND FL 33455
WATERMARK MEDICAL, LLC	1641 WORTHINGTON RD STE 320 WEST PALM BCH FL 33409-6704
WELLCARE OF OHIO, INC.	ATTN: WILLIAM C. EPLING, COO ROCKSIDE WOODS BLVD SUITE 300 INDPENDENCE OH
·	44131
WELLNESS OF LIFE SYSTEMS, LLC	1 DESIGN DRIVE KANSAS CITY MO 64116
WELLNESS OF LIFE SYSTEMS, LLC	ATTN: MIKE WOODLEY, VP PHARMACY OPERATIONS 7472 SOUTH TUCSON WAY CENTENNIAL CO
	80112
WELLPOINT INC	ATTN: MICHAEL A. NAMETH, GENERAL MANAGER P.O. BOX 9081 OXNARD CA 91031
WELLPOINT PHARMACY MANAGEMENT, INC.	ATTN: MICHAEL A. NAMETH, GENERAL MANAGER P.O. BOX 9081 OXNARD CA 91031
WELLS FARGO BANK, N.A.	PO BOX 13327 ROANOKE VA 24033-3327
WEST VIRGINIA ATTORNEY GENERAL	ATTN: ATTORNEY GENERAL STATE CAPITOL 1900 KANAWHA BLVD. E CHARLESTON WV 25305
WEST VIRGINIA STATE TAX DEPT	1001 LEE ST CHARLESTON WV 25301
WEST VIRGINIA STATE TAX DEPT	P.O. BOX 3784 CHARLESTON WV 25337-3784
WHITCOMB	1009 PEARCE DRIVE #210 CLEARWATER FL 33764
WILSON TRUCKING CORPORATION	137 WILSON BLVD. ATTN: MR. EDWARD GUFFEY FISHERVILLE VA 22939

# ATLS ACQUISITION, LLC Case 13-10262-PJW Doc 3678010EFile 10/03/14 Page 159 of 161

Claim Name	Address Information
WINDSTREAM COMMUNICATIONS, INC.	ATTN: KEN COSTELLO 4001 RODNEY PARHAM RD LITTLE ROCK AR 72212
WISCONSIN ATTORNEY GENERAL	ATTN: ATTORNEY GENERAL WISCONSIN DEPT OF JUSTICE, ST CAPITOL ROOM 114 EAST P.O. BOX 7857 MADISON WI 53707-7857
WISCONSIN DEPT OF REVENUE	2135 RIMROCK RD MADISON WI 53713
WNC HEALTH COALITION	ATTN: MARILYN O'LEARY O'SHEA PO BOX 2954 HENDERSONVILLE NC 28793-2954
WNC HEALTH COALITION	ATTN: BONNIE BLACKLEY, VP PO BOX 2954 HENDERSONVILLE NC 28793-2954
WOLTERS KLUWER HEALTH, INC.	8425 WOODFIELD CROSSING ROAD SUITE 490 INDIANAPOLIS IN 46240-2495
WOOD COUNTY HOSPITALS	MUTUAL HEALTH SERVICES, INC. ATTN: FRANK W. DAY, VP OF HR 950 WEST WOOSTER BOWLING GREEN OH 43402
WOOD COUNTY HOSPITALS	MUTUAL HEALTH SERVICES, INC. C/O BENEFIT SERVICES PO BOX 4138 3636 COPLEY RD. AKRON OH 44321
WORKING SET INC.	4 SUNSET CLIFF ROAD BURLINGTON VT 05408
WORLD TRAVEL, INC.	MARIBETH L. MINELLA, SVP 620 PENNSYLVANIA DR. EXTON PA 19341
WORLD TRAVEL, INC.	ATTN: JAMES A. WELLS 620 PENNSYLVANIA DRIVE EXTON PA 19341
WORLD TRAVEL, INC.	ATTN: MARIBETH L. MINELLA, ESQ. 620 PENNSYLVANIA DRIVE EXTON PA 19341
WORLD TRAVEL, INC.	1724 WEST SCHUYLKILL ROAD DOUGLASSVILLE PA 19518
WPS (WISCONSIN PHYSICIAN SERVICE)	ATTN: VICE PRESIDENT, PLAN DEVELOPMENT 1717 WEST BROADWAY PO BOX 8190 MADISON
HEALTH INSURANCE	WI 53708-8190
WPS (WISCONSIN PHYSICIAN SERVICE)	ATTN: TOM OLSON, SENIOR VP 1717 WEST BROADWAY PO BOX 8190 MADISON WI
HEALTH INSURANCE	53708-8190
WPS (WISCONSIN PHYSICIAN SERVICE)	PO BOX 8190 MADISON WI 53708-8190
HEALTH INSURANCE	
WPS (WISCONSIN PHYSICIAN SERVICE)	1717 WEST BROADWAY MADISON WI 53713
HEALTH INSURANCE	ATTN, ATTONING CENEDAL CTATE CARTTOL RIDC, CHEVENNE MY 02002
WYOMING ATTORNEY GENERAL	ATTN: ATTORNEY GENERAL STATE CAPITOL BLDG. CHEYENNE WY 82002
WYOMING DEPT OF REVENUE	HERSCHLER BLDG 2ND FL WEST CHEYENNE WY 82002-0110
XEROX AUDIT AND COMPLIANCE SOLUTIONS,	INC 45 GLOVER AVENUE NORWALK CT 06856-4505
XEROX COMMERCIAL SOLUTIONS	ATTN: CHIEF OPERATING OFFICER COMMERCIAL SERVICES 101 YORKSHIRE BOULEVARD LEXINGTON KY 40509-1883
XEROX COMMERCIAL SOLUTIONS	ATTN: JEFF HECHEMY, GROUP PRESIDENT 2828 NORTH HASKELL DALLAS TX 75204
XEROX COMMERCIAL SOLUTIONS	ATTN: GROUP COUNSEL - COMMERCIAL 2828 N. HASKELL AVENUE DALLAS TX 75204-2909
XEROX CORPORATION	45 GLOVER AVENUE P.O. BOX 4505 NORTHWALK CT 06856-4505
XEROX CORPORATION	ATTN: JAMES PLAYFAIR 100 S. CLINTON AVE. ROCHESTER NY 14644
XEROX SERVICES	ATTN: JEFF HECHEMY, GROUP PRESIDENT 2828 NORTH HASKELL DALLAS TX 75204
YOTEK, INC.	2352 SE BRECKENRIDGE CIRCLE PORT ST. LUCIE FL 34952-8134
YOTEK, INC.	ATTN: BOB JORRITSMA, PRESIDENT 2352 SE BRECKENRIDGE CIRCLE PORT ST. LUCIE FL 34952-8134
YVETTE HINES	5813 NW FALL FLOWER PORT ST LUCIE FL 34986
ZAIDA COMMUNICATIONS CORPORATION	349-L COPPERFIELD BLVD PMB103 CONCORD NC 28025
ZAIDA COMMUNICATIONS CORPORATION	ATTN: JOSEPH D. ANTINUCCI JR., PRESIDENT 349-L COPPERFIELD BLVD PMB103 CONCORE NC 28025
ZETTERVALL	134 BOSTON POST ROAD OLD SAYBROOK CT 06475
ZINSSER NORTH AMERICA	19145 PARTHENIA STREET SUITE C NORTHRIDGE CA 91324
ZINSSER NORTH AMERICA	ATTN: CLIFFORD A. OLSON, PRESIDENT 19145 PARTHENIA STREET SUITE C NORTHRIDGE CA 91342
ZIR MED, INC	ATTN: ASSOCIATE GENERAL COUNSEL 888 WEST MARKET STREET SUITE 400 LOUISVILLE KY 40202

Claim Name

**Address Information** 

#### Total Creditor count 1964

BRESLIN YOUNG &SLAUGHTER LLC ATTN: BRIAN YOUNG, PRINCIPAL 1117 BERWICK COURT WAXHAW, NC 28173