

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

	X	
	:	Chapter 11
In re:	:	
	:	Case No. 20-10361 (KBO)
HYGEA HOLDINGS CORP., <i>et al.</i> ,	:	
	:	(Jointly Administered)
Debtors. ¹	:	Hrg. Date: 3/24/20 at 2:00 p.m. (ET)
	:	Obj. Deadline: 3/17/20 at 4:00 p.m. (ET)
	:	
	X	

**DEBTORS’ APPLICATION FOR ENTRY
OF AN ORDER AUTHORIZING THE RETENTION
AND EMPLOYMENT OF ALVAREZ & MARSAL NORTH AMERICA, LLC AS
FINANCIAL ADVISORS TO DEBTORS NUNC PRO TUNC TO THE PETITION DATE**

Hygea Holdings Corp. and certain of its affiliates, the debtors and debtors-in-possession in the above-captioned cases (collectively, the “Debtors”), hereby apply (this “Application”) for entry of an order substantially in the form attached hereto as Exhibit A (the “Proposed Order”), pursuant to sections 327(a), 328(a) and 1107 of title 11 of the United States Code (the “Bankruptcy Code”), Rules 2014 and 2016 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) and Rules 2014-1 and 2016-1 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “Local Rules”), authorizing the employment and retention of Alvarez & Marsal North America, LLC,

¹ The Debtors and the last four digits of their respective taxpayer identification numbers are: All Care Management Services, Inc. (6484); First Harbour Health Management, LLC (0941); First Harbour Medical Centers, LLC (3861); Florida Group Healthcare LLC (7956); Gemini Healthcare Fund, LLC (4928); Hygea Acquisition Longwood, LLC (1649); Hygea Acquisition Orlando, LLC (3507); Hygea Health Holdings, Inc. (8926); Hygea Holdings Corp. (2605); Hygea IGP of Central Florida, Inc. (9453); Hygea IGP, LLC (7724); Hygea Medical Centers of Florida, LLC (5301); Hygea Medical Partners, LLC (4486); Hygea of Delaware, LLC (4830); Hygea of Georgia, LLC (5862); Hygea of Pembroke Pines, LLC (6666); Hygea Primum Acquisition, Inc. (8567); Medlife Activity Center, LLC (2311); Mobile Clinic Services, LLC (9758); Palm A.C. MSO, LLC (2585); Palm Allcare Medicaid MSO, Inc. (6956); Palm Allcare MSO, Inc. (0319); Palm Medical Group, Inc. (5028); Palm Medical MSO LLC (7738); Palm Medical Network, LLC (9158); Palm MSO System, Inc. (2178); Palm PGA MSO, Inc. (8468); Physician Management Associates East Coast, LLC (7319); Physician Management Associates SE, LLC (3883); Physicians Group Alliance, LLC (7824); Primum Alternatives, Inc. (7441); Primum Healthcare, LLC (0157); and Professional Health Choice, Inc. (6850). The address of the Debtors’ corporate headquarters is 8700 W Flagler Street, Suite 280, Miami, FL 33174.

together with employees of its affiliates (all of which are wholly-owned by its parent company and employees), its wholly owned subsidiaries, and independent contractors (collectively, “A&M”) to serve as financial advisors to the Debtors, *nunc pro tunc* to the Petition Date (as defined below), pursuant to an engagement agreement dated October 23, 2019 (as supplemented and amended, the “Engagement Agreement”),² a copy of which is attached hereto as Exhibit B. In support of the Application, the Debtors rely upon and incorporate by reference the Declaration of Paul B. Rundell (the “Rundell Declaration”), a copy of which is attached hereto as Exhibit C. In further support of the Application, the Debtors represent as follows:

RELIEF REQUESTED

1. By this Application, the Debtors respectfully request entry of the Proposed Order, authorizing the Debtors to employ and retain A&M as their financial advisors *nunc pro tunc* to the Petition Date pursuant to the terms set forth in the Engagement Agreement.

JURISDICTION

2. This Court has jurisdiction to consider this Application under 28 U.S.C. §§ 157 and 1334, and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated February 29, 2012. This is a core proceeding under 28 U.S.C. § 157(b) and, pursuant to Local Rule 9013-1(f), the Debtors consent to the entry of a final order by the Court in connection with this Application to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments consistent with Article III of the United States Constitution.

² Each Debtor agrees to be bound by the terms of the Engagement Agreement as modified by this Application such that each reference to “Company” in the Engagement Agreement shall mean the Debtors collectively, as the Engagement Agreement was executed only by Hygea Holdings Corp.

3. Venue of these cases and the Application in this District is proper under 28 U.S.C. §§ 1408 and 1409.

4. The statutory and legal predicates for the relief requested herein are sections 327(a), 328(a) and 1107 of the Bankruptcy Code, Bankruptcy Rules 2014 and 2016 and Local Rules 2014-1 and 2016-1.

BACKGROUND

5. On February 19, 2019 (the “Petition Date”), each Debtor commenced a case by filing a petition for relief under chapter 11 of the Bankruptcy Code (collectively, the “Chapter 11 Cases”). The Chapter 11 Cases are being jointly administered. The factual background regarding the Debtors, including their business operations, their capital and debt structure, and the events leading to the filing of the Chapter 11 Cases, is set forth in the *Declaration of Keith Collins, M.D. in Support of Chapter 11 Petitions and First Day Pleadings* [Docket No. 13].

6. The Debtors continue to manage and operate their businesses as debtors-in-possession pursuant to sections 1107 and 1108 of the Bankruptcy Code.

7. To date, no creditors’ committee has been appointed in the Chapter 11 Cases by the Office of the United States Trustee for the District of Delaware (the “U.S. Trustee”). No trustee or examiner has been appointed in the Chapter 11 Cases.

RETENTION OF A&M

8. In consideration of the size and complexity of their businesses, as well as the exigencies of the circumstances, the Debtors have determined that the services of experienced financial advisors will substantially enhance their attempts to maximize the value of their estates. A&M is well qualified to provide these services in light of its extensive knowledge and expertise with respect to chapter 11 proceedings.

9. A&M specializes in interim management, crisis management, turnaround consulting, operational due diligence, creditor advisory services and financial and operational restructuring. A&M's debtor advisory services have included a wide range of activities targeted at stabilizing and improving a company's financial position, including developing or validating forecasts, business plans and related assessments of a business's strategic position; monitoring and managing cash, cash flow and supplier relationships; assessing and recommending cost reduction strategies; and designing and negotiating financial restructuring packages.

10. Since its inception in 1983, A&M has been a global provider of turnaround advisory services to companies in crisis or those in need of performance improvement in specific financial and operational areas, including: *See, e.g., In re Bristow Group Inc.*, No. 19-32713 (DRJ) (Bankr. D. Del. May 11, 2019); *In re Southcross Energy Partners, L.P.*, No. 19-10702 (MFW) (Bankr. D. Del. Apr. 1, 2019); *In re Imerys Talc America, Inc.*, No. 19-10289 (LSS) (Bankr. D. Del. Feb. 13, 2019); *In re Fairway Energy, LP*, No. 18-12684 (LSS) (Bankr. D. Del. Nov. 26, 2018); *In re Enduro Res. Partners LLC*, No. 18-11174 (KG) (Bankr. D. Del. May 15, 2018); *In re Toys "R" Us, Inc.*, No. 17-34665 (KLP) (Bankr. E.D. Va. Oct. 25, 2017); *In re Gulfmark Offshore, Inc.*, No. 17-11125 (KG) (Bankr. D. Del. May 26, 2017); *In re Bonanza Creek Energy, Inc.*, No. 17-10015 (KJC) (Bankr. D. Del. Jan. 26, 2017).³

11. In addition, A&M is familiar with the Debtors' businesses, financial affairs and capital structure. Since the firm's initial engagement on October 23, 2019 the A&M personnel providing services to the Debtors (the "A&M Professionals") have worked closely with the Debtors' management and other professionals in assisting with the myriad requirements of these

³ Because of the voluminous nature of the orders cited herein, such orders have not been attached to this Application. Copies of these orders are available upon request to the Debtors' proposed counsel.

Chapter 11 Cases. Consequently, the Debtors believe that A&M has developed significant relevant experience and expertise regarding the Debtors and the unique circumstances of these cases. For these reasons, A&M is both well qualified and uniquely suited to deal effectively and efficiently with matters that may arise in the context of these cases. Accordingly, the Debtors submit that the retention of A&M on the terms and conditions set forth herein is necessary and appropriate, is in the best interests of the Debtors' estates, creditors and all other parties in interest, and should be granted in all respects.

SCOPE OF SERVICES

12. Except as explicitly set forth herein or in any order granting this Application, the terms of the Engagement Agreement shall govern the Debtors' retention of A&M.

13. Among other things, A&M will provide assistance to the Debtors with respect to management of the overall restructuring process, the development of ongoing business and financial plans and supporting restructuring negotiations among the debtors, their advisors and their creditors with respect to an overall exit strategy for the Chapter 11 Cases.

14. A&M will provide such restructuring support services as A&M and the Debtors shall deem appropriate and feasible in order to manage and advise the Debtors in the course of the Chapter 11 Cases, including, but not limited to:

- (a) assistance to the Debtors in the preparation of financial-related disclosures required by the Court, including the Debtors' schedules of assets and liabilities, statements of financial affairs and monthly operating reports;
- (b) assistance to the Debtors with information and analyses required pursuant to the Debtors' debtor-in-possession financing;
- (c) assistance with the identification and implementation of short-term cash management procedures;
- (d) advisory assistance in connection with the development and implementation of key employee compensation and other critical employee benefit programs;

- (e) assistance with the identification of executory contracts and leases and performance of cost/benefit evaluations with respect to the affirmation or rejection of each;
- (f) assistance to Debtors' management team and counsel focused on the coordination of resources related to the ongoing reorganization effort;
- (g) assistance in the preparation of financial information for distribution to creditors and others, including, but not limited to, cash flow projections and budgets, cash receipts and disbursement analysis, analysis of various asset and liability accounts, and analysis of proposed transactions for which Court approval is sought;
- (h) attendance at meetings and assistance in discussions with potential investors, banks, and other secured lenders, any official committee(s) appointed in the Chapter 11 Cases, the U.S. Trustee, other parties in interest and professionals hired by same, as requested;
- (i) analysis of creditor claims by type, entity, and individual claim, including assistance with development of databases, as necessary, to track such claims;
- (j) assistance in the preparation of information and analysis necessary for the confirmation of a plan of reorganization in the Chapter 11 Cases, including information contained in the disclosure statement;
- (k) assistance in the evaluation and analysis of avoidance actions, including fraudulent conveyances and preferential transfers;
- (l) assistance in the analysis / preparation of information necessary to assess the tax attributes related to the confirmation of a plan of reorganization in the Chapter 11 Cases, including the development of the related tax consequences contained in the disclosure statement;
- (m) litigation advisory services with respect to accounting and tax matters, along with expert witness testimony on case related issues as required by the Debtors; and
- (n) rendering such other general business consulting or such other assistance as Debtors' management or counsel may deem necessary consistent with the role of a financial advisor to the extent that it would not be duplicative of services provided by other professionals in these proceedings.

A&M'S DISINTERESTEDNESS

15. To the best of the Debtors' knowledge, information and belief, other than as set forth in the Rundell Declaration, A&M: (i) has no connection with the Debtors, their creditors, other parties in interest or the attorneys or accountants of any of the foregoing, or the United States Trustee or any person employed in the Office of the U.S. Trustee; (ii) does not hold any interest adverse to the Debtors' estates; and (iii) believes it is a "disinterested person" as defined by section 101(14) of the Bankruptcy Code.

16. Accordingly, the Debtors believe that A&M is "disinterested" as such term is defined in section 101(14) of the Bankruptcy Code.

17. In addition, as set forth in the Rundell Declaration, if any new material facts or relationships are discovered or arise, A&M will provide the Court with a supplemental declaration.

TERMS OF RETENTION

18. Subject to approval by the Court, the Debtors propose to employ and retain A&M to serve as the Debtors' financial advisors on the terms and conditions set forth in the Engagement Agreement.

19. Compensation. In accordance with the terms of the Engagement Agreement,⁴ A&M will be paid by the Company for the services of the A&M Professionals at their customary hourly billing rates which shall be subject to the following ranges:⁵

⁴ The below compensation structure is being provided in summary form only and is not intended to supplant the Engagement Agreement. To the extent there are any inconsistencies between the Application and the Engagement Agreement, the Engagement Agreement shall control unless otherwise stated.

⁵ The rates are subject to adjustment annually at such time as A&M adjusts its rates generally and the rates listed herein reflect the annually adjusted rates for 2020.

Restructuring Advisory Services:

- i. Managing Directors: \$900-1,150
- ii. Directors: \$70-875
- iii. Analysts/Associates: \$400-675

Case Management Services:

- i. Managing Directors: \$850-1,000
- ii. Directors: \$675-825
- iii. Analysts/Associates: \$400-625

Such rates and ranges shall be subject to adjustment annually at such time as A&M adjusts its rates generally.

20. In addition, A&M will be reimbursed for the reasonable out-of-pocket expenses of the A&M Professionals incurred in connection with this assignment, such as travel, lodging, third party duplications, messenger and telephone charges. A&M shall also be reimbursed for the reasonable fees and expenses of its counsel incurred in connection with the preparation and approval of this Application. All fees and expenses due to A&M will be billed in accordance with any interim compensation orders entered by this Court, and the relevant sections of the Bankruptcy Code, Bankruptcy Rules and local rules of this Court.

21. Indemnification. As a material part of the consideration for which the A&M Professionals have agreed to provide the services described herein, the Debtors have agreed to the indemnification provisions in paragraph 10 of the Engagement Agreement. Notwithstanding the foregoing, the Debtors and A&M have agreed to modify such provisions as follows, during the pendency of the Chapter 11 Cases:

- (a) A&M shall not be entitled to indemnification, contribution or reimbursement pursuant to the Engagement Agreement for services, unless such services and the indemnification, contribution or reimbursement therefore, are approved by the Court;
- (b) The Debtors shall have no obligation to indemnify A&M, or provide contribution or reimbursement to A&M, for any claim or expense that is either: (i) judicially determined (the determination having become final) to have arisen from A&M's

gross negligence, willful misconduct, breach of fiduciary duty, if any, bad faith or self-dealing; (ii) for a contractual dispute in which the Debtors allege the breach of A&M contractual obligations unless the Court determines that indemnification, contribution or reimbursement would be permissible pursuant to *In re United Artists Theatre Company, et al.*, 315 F.3d 217 (3d Cir. 2003); or (iii) settled prior to a judicial determination as to A&M's gross negligence, willful misconduct, breach of fiduciary duty, or bad faith or self-dealing but determined by this Court, after notice and a hearing to be a claim or expense for which A&M should not receive indemnity, contribution or reimbursement under the terms of the Agreement as modified by this Order; and

- (c) If, before the earlier of (i) the entry of an order confirming a chapter 11 plan in these cases (that order having become a final order no longer subject to appeal), and (ii) the entry of an order closing the Chapter 11 Cases, A&M believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification, contribution and/or reimbursement obligations under the Engagement Agreement (as modified by this Application), including without limitation the advancement of defense costs, A&M must file an application therefore in this Court, and the Debtors may not pay any such amounts to A&M before the entry of an order by this Court approving the payment. This subparagraph (c) is intended only to specify the period of time under which the Court shall have jurisdiction over any request for fees and expenses by A&M for indemnification, contribution or reimbursement, and not a provision limiting the duration of the Debtors' obligation to indemnify A&M. All parties in interest shall retain the right to object to any demand by A&M for indemnification, contribution or reimbursement.

22. The Debtors understand that A&M intends to apply to the Court for allowance of compensation and reimbursement of expenses for its financial advisory services in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, corresponding Local Rules, orders of this Court and guidelines established by the U.S. Trustee.

23. A&M received \$200,000.00 as a retainer in connection with preparing for and conducting the filing of these Chapter 11 Cases, as described in the Engagement Agreement. In the 90 days prior to the Petition Date, A&M received retainers and payments totaling \$800,000.00 in the aggregate for services performed for the Debtors. A&M has applied these funds to amounts due for services rendered and expenses incurred prior to the Petition Date. A precise disclosure of the amounts or credits held, if any, as of the Petition Date will be provided

in A&M's first interim fee application for postpetition services and expenses to be rendered or incurred for or on behalf of the Debtors. The unapplied residual retainer, which is estimated to total \$4,717.50, will not be segregated by A&M in a separate account, and will be held until the end of these Chapter 11 Cases and applied to A&M's finally approved fees in these proceedings.

24. Given the numerous issues that A&M may be required to address in the performance of its services, A&M's commitment to the variable level of time and effort necessary to address all such issues as they arise, and the market prices for such services for engagements of this nature in an out-of-court context, as well as in chapter 11, the Debtors submit that the fee arrangements set forth herein are reasonable under the standards set forth in section 328(a) of the Bankruptcy Code.

APPLICABLE AUTHORITY

25. The Debtors submit that the retention of A&M under the terms described herein is appropriate under sections 327(a), 328 and 1107(b) of the Bankruptcy Code. Section 327(a) of the Bankruptcy Code empowers the trustee, with the Court's approval, to employ professionals "that do not hold or represent an interest adverse to the estate, and that are disinterested persons, to represent or assist the trustee in carrying out the trustee's duties under this title." 11 U.S.C. § 327(a). Section 101(14) of the Bankruptcy Code defines a "disinterested person" as a person that:

- (a) is not a creditor, an equity security holder, or an insider;
- (b) is not and was not, within 2 years before the date of the filing of the petition, a director, officer, or employee of the debtor; and
- (c) does not have an interest materially adverse to the interest of the estate or of any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the debtor, or for any other reason. 11 U.S.C. § 101(14).

26. Further, section 1107(b) of the Bankruptcy Code provides that “a person is not disqualified for employment under section 327 of this title by a debtor in possession solely because of such person’s employment by or representation of the debtor before the commencement of the case.” 11 U.S.C. § 1107(b). A&M’s prepetition relationship with Debtors is therefore not an impediment to A&M’s retention as Debtors’ postpetition financial advisors.

27. Section 328(a) of the Bankruptcy Code authorizes the employment of a professional person “on any reasonable terms and conditions of employment, including on a retainer . . .” 11 U.S.C. § 328(a). The Debtors submit that the terms and conditions of A&M’s retention as described herein, including the proposed compensation and indemnification terms, are reasonable and in keeping with the terms and conditions typical for engagements of this size and character. Since the Debtors will require substantial assistance with the reorganization process, it is reasonable for the Debtors to seek to employ and retain A&M to serve as their financial advisors on the terms and conditions set forth herein.

NOTICE

28. Notice of this Application will be given to: (a) the U.S. Trustee; (b) counsel to the Debtors’ prepetition secured lender; (c) the parties included on the Debtors’ consolidated list of their 40 largest unsecured creditors; and (d) all parties entitled to notice pursuant to Local Rule 2002-1(b). The Debtors submit that no other or further notice is required.

NO PRIOR REQUEST

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

CONCLUSION

WHEREFORE the Debtors respectfully request entry of the Proposed Order granting the relief requested herein and such other and further relief as the Court may deem just and appropriate.

Dated: March 3, 2020

A handwritten signature in cursive script, appearing to read "Keith Collins", is written over a horizontal line.

Keith Collins, M.D.
President and Chief Executive Officer
Hygea Holdings Corp.

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

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In re: : Chapter 11
HYGEA HOLDINGS CORP., *et al.*, :
Debtors.¹ : (Jointly Administered)
: **Hrg. Date: 3/24/20 at 2:00 p.m. (ET)**
: **Obj. Deadline: 3/17/20 at 4:00 p.m. (ET)**
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**NOTICE OF HEARING ON
DEBTORS' APPLICATION FOR ENTRY
OF AN ORDER AUTHORIZING THE RETENTION
AND EMPLOYMENT OF ALVAREZ & MARSAL NORTH AMERICA, LLC AS
FINANCIAL ADVISORS TO DEBTORS *NUNC PRO TUNC* TO THE PETITION DATE**

TO: (a) the U.S. Trustee; (b) counsel to the Debtors' prepetition secured lender; (c) the parties included on the Debtors' consolidated list of their 40 largest unsecured creditors; and (d) all parties entitled to notice pursuant to Del. Bankr. L.R. 2002-1(b).

PLEASE TAKE NOTICE that, on March 3, 2020, the above-captioned debtors and debtors-in-possession (collectively, the "Debtors") filed the Debtors' Application for Entry of an Order Authorizing the Retention and Employment of Alvarez & Marsal North America, LLC as Financial Advisors to Debtors *Nunc Pro Tunc* to the Petition Date (the "Application") with the United States Bankruptcy Court for the District of Delaware (the "Court"), authorizing the employment and retention of Alvarez & Marsal North America, LLC to serve as financial advisor to the Debtors.

PLEASE TAKE FURTHER NOTICE that an objection, if any, to the Application must be in writing, filed with the Court, 824 Market Street, 3rd Floor, Wilmington, Delaware 19801,

¹ The Debtors and the last four digits of their respective taxpayer identification numbers are: All Care Management Services, Inc. (6484); First Harbour Health Management, LLC (0941); First Harbour Medical Centers, LLC (3861); Florida Group Healthcare LLC (7956); Gemini Healthcare Fund, LLC (4928); Hygea Acquisition Longwood, LLC (1649); Hygea Acquisition Orlando, LLC (3507); Hygea Health Holdings, Inc. (8926); Hygea Holdings Corp. (2605); Hygea IGP of Central Florida, Inc. (9453); Hygea IGP, LLC (7724); Hygea Medical Centers of Florida, LLC (5301); Hygea Medical Partners, LLC (4486); Hygea of Delaware, LLC (4830); Hygea of Georgia, LLC (5862); Hygea of Pembroke Pines, LLC (6666); Hygea Primum Acquisition, Inc. (8567); Medlife Activity Center, LLC (2311); Mobile Clinic Services, LLC (9758); Palm A.C. MSO, LLC (2585); Palm Allcare Medicaid MSO, Inc. (6956); Palm Allcare MSO, Inc. (0319); Palm Medical Group, Inc. (5028); Palm Medical MSO LLC (7738); Palm Medical Network, LLC (9158); Palm MSO System, Inc. (2178); Palm PGA MSO, Inc. (8468); Physician Management Associates East Coast, LLC (7319); Physician Management Associates SE, LLC (3883); Physicians Group Alliance, LLC (7824); Primum Alternatives, Inc. (7441); Primum Healthcare, LLC (0157); and Professional Health Choice, Inc. (6850). The address of the Debtors' corporate headquarters is 8700 W Flagler Street, Suite 280, Miami, FL 33174.

and served upon the proposed counsel for the Debtors listed below, so that it is received on or before **MARCH 17, 2020 AT 4:00 P.M. (ET)**.

PLEASE TAKE FURTHER NOTICE that a hearing on the Application, if necessary, will be held on **MARCH 24, 2020 AT 2:00 P.M. (ET)** before the Honorable Karen B. Owens, United States Bankruptcy Judge, United States Bankruptcy Court for the District of Delaware, 824 North Market Street, 6th Floor, Courtroom No. 3, Wilmington, Delaware 19801.

PLEASE TAKE FURTHER NOTICE THAT IF YOU FAIL TO RESPOND IN ACCORDANCE WITH THIS NOTICE, THE COURT MAY GRANT THE RELIEF REQUESTED BY THE APPLICATION WITHOUT FURTHER NOTICE OR HEARING.

Dated: Wilmington, Delaware
March 3, 2020

COLE SCHOTZ P.C.

/s/ J. Kate Stickles

J. Kate Stickles (I.D. No. 2917)
500 Delaware Avenue, Suite 1410
Wilmington, Delaware 19801
Telephone: (302) 652-3131
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– and –

Michael D. Sirota (admitted *pro hac vice*)
Felice R. Yudkin (admitted *pro hac vice*)
Jacob S. Frumkin (admitted *pro hac vice*)
Michael Trentin (admitted *pro hac vice*)
25 Main Street
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*Proposed Counsel for Debtors and
Debtors-in-Possession*

EXHIBIT A

Proposed Order

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

	X	
	:	Chapter 11
In re:	:	
	:	Case No. 20-10361 (KBO)
HYGEA HOLDINGS CORP., <i>et al.</i> ,	:	
	:	(Jointly Administered)
Debtors. ¹	:	
	:	Related to Docket No. ____
	X	

**ORDER AUTHORIZING THE RETENTION
AND EMPLOYMENT OF ALVAREZ & MARSAL NORTH AMERICA, LLC AS
FINANCIAL ADVISORS TO DEBTORS *NUNC PRO TUNC* TO THE PETITION DATE**

Upon the application (the Application)² of the Debtors, for entry of an order (this “Order”), pursuant to sections 327(a), 328(a) and 1107 of the Bankruptcy Code, Bankruptcy Rules 2014 and 2016 and Local Rules 2014-1 and 2016-1, authorizing the Debtors to employ and retain Alvarez & Marsal North America, LLC, together with employees of its affiliates (all of which are wholly-owned by its parent company and employees), its wholly owned subsidiaries, and independent contractors (collectively, “A&M”) as financial advisors, *nunc pro tunc* to the Petition Date on the terms set forth in the Engagement Agreement annexed to the Application as

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² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Application.

Exhibit B; and upon the Rundell Declaration annexed to the Application as Exhibit C; and due and adequate notice of the Application having been given; and the Court being satisfied that A&M is a “disinterested person” as such term is defined under section 101(14) of the Bankruptcy Code; and it appearing that no other or further notice need be provided; and it appearing that the relief requested by this Application is in the best interests of the Debtors, their estates, their creditors, and other parties in interest; and after due deliberation and sufficient cause appearing therefor, it is hereby

ORDERED, ADJUDGED AND DECREED THAT:

1. The Application is granted to the extent set forth herein.
2. The Debtors are authorized, pursuant to sections 327(a) and 328(a) of the Bankruptcy Code, Bankruptcy Rules 2014(a) and 2016 and Local Rules 2014-1 and 2016-1, to employ and retain A&M as financial advisors for the Debtors *nunc pro tunc* to the Petition Date, in accordance with the terms set forth in the Engagement Agreement, to perform the services described in the Application.
3. The terms and conditions of A&M’s employment set forth in the Application and the Engagement Agreement (as modified by the Application and this Order), including, without limitation, the compensation provisions and the indemnification provisions, are reasonable as required under section 328(a) of the Bankruptcy Code and are hereby approved.
4. The terms and conditions of A&M’s employment as provided in the Application are reasonable as required under section 328(a) of the Bankruptcy Code and are hereby approved.
5. A&M shall be compensated in accordance with the terms of the Application and shall file fee applications for interim and final allowance of compensation and reimbursement of

expenses pursuant to the procedures set forth in sections 330 and 331 of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules and any orders or procedures of this Court.

6. A&M shall apply any remaining amounts of its prepetition retainer toward postpetition fees and expenses, after such postpetition fees and expenses are approved pursuant to the final order of the Court awarding fees and expenses.

7. Prior to applying any increases in its hourly rates beyond the rates set forth in the Application, A&M shall provide notice of any such increases to the Debtors, the U.S. Trustee, and any official committees appointed by the Court. The U.S. Trustee retains all rights to object to such a rate increase, and the Court retains the right to review any rate increase.

8. If the Debtors request A&M to perform any services other than (i) provided for in the Engagement Agreement or the Application or (ii) directly related thereto, the Debtors shall apply for an order approving those additional services and fees.

9. None of the fees payable to A&M shall constitute a “bonus” or fee enhancement under applicable law.

10. The indemnification, exculpation, contribution, and reimbursement provisions of the Engagement Agreement are approved, subject, during the pendency of these cases, to the following conditions:

- a) A&M shall not be entitled to indemnification, contribution, or reimbursement for services other than the services provided under the Engagement Agreement, unless such services and the indemnification, contribution, or reimbursement therefor are approved by the Court;
- b) Notwithstanding anything to the contrary in the Engagement Agreement, the Debtors shall have no obligation to indemnify A&M, or provide contribution or reimbursement to A&M, for any claim or expense to the extent that it is either (i) judicially determined (the determination having become final and no longer subject to appeal) to have arisen from A&M’s gross negligence or willful misconduct; (ii) for a contractual dispute in which the Debtors allege the breach of A&M’s contractual obligations

unless the Court determines that indemnification, contribution, or reimbursement would be permissible pursuant to *In re United Artists Theatre Co.*, 315 F.3d 217 (3d. Cir. 2003); or (iii) settled prior to a judicial determination as to the exclusions set forth in clauses (i) and (ii), but determined by this Court, after notice and a hearing, to be a claim or expense for which A&M should not receive indemnity, contribution, or reimbursement under the terms of the Engagement Agreement as modified by this Order; an

- c) If, before the earlier of (i) the entry of an order confirming a chapter 11 plan in these Chapter 11 Cases (that order having become a final order no longer subject to appeal) and (ii) the entry of an order closing these Chapter 11 Cases, A&M believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification, contribution, or reimbursement obligations under the Engagement Agreement, including without limitation the advancement of defense costs, A&M must file an application with the Court, and the Debtors may not pay any such amounts to A&M before the entry of an order by this Court approving the payment. This subparagraph (c) is intended only to specify the period of time during which the Court shall have jurisdiction over any request for payment by A&M for indemnification, contribution, or reimbursement, and not a provision limiting the duration of the Debtors' obligation to indemnify A&M.

11. In the event of any inconsistency among the Engagement Agreement, the Application, and this Order, this Order shall govern.

12. Notwithstanding any stay that might be imposed by Bankruptcy Rule 6004(h) or otherwise, this Order shall be effective and enforceable immediately upon entry hereof.

13. The Debtors are authorized to take all actions necessary to implement the relief granted in this Order.

14. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation or interpretation of this Order.

EXHIBIT B

Engagement Agreement



October 23, 2019

Dan McGowan
Board Co- Chair
Hygea Holdings Corp
8750 NW 36th Street, Suite 300
Miami, FL 33178

Dear Mr. McGowan,

This letter confirms and sets forth the terms and conditions of the engagement between Alvarez & Marsal Healthcare Industry Group, LLC ("A&M") and Hygea Holdings Corp. and its assigns and successors (the "Company"), including the scope of the services to be performed and the basis of compensation for those services. Upon execution of this letter by each of the parties below and receipt of the retainer described below, this letter will constitute an agreement between the Company and A&M (the "Agreement").

1. Description of Services – PHASE 1:

(a) A&M shall provide consulting services to the Company at the direction of the Company's Board of Directors, with day to day direction given by the Board's Restructuring Committee consisting of Keith Collins MD, CEO, Glenn Marrichi, and Jack Mann MD (*the "Responsible Officer(s)"*) in connection with their efforts in seeking to improve the Company's financial and operating performance, reporting directly to them, and assist the Company in its reorganization efforts. It is anticipated that A&M's activities shall include the following:

- (i) *assistance in evaluation of the Company's current business plan and in preparation of a revised operating plan and cash flow forecast and presentation of such plan and forecast to the Company's Board of Directors (the "Board") and its creditors;*
- (ii) *assistance in reviewing FY '18, and FY YTD '19 financial results*
- (iii) *assistance in summarizing FY '18 and FY YTD '19 operational results;*
- (iv) *assistance in the development and management of a 13-week cash flow forecast;*
- (v) *assistance in financing issues including assistance in preparation of reports and liaison with creditors;*
- (vi) *assistance in summarizing all strategic options for the Board;*

Hygea Holdings Corp
October 23, 2019

- (vii) *Summarizing all items above in a written report; and*
- (viii) *other activities as are approved by you, the Responsible Officers or the Board and agreed to by A&M.*

In rendering its services to the Company, A&M will report directly to the Responsible Officer(s) and will make recommendations to and consult with the Responsible Officers and other senior officers as the Board or Responsible Officer(s) direct.

- (b) In connection with the services to be provided hereunder, from time to time A&M may utilize the services of employees of its affiliates and independent contractors. Such affiliates are wholly owned by A&M's parent company and employees.

A&M personnel providing services to the Company may also work with other A&M clients in conjunction with unrelated matters.

2. Information Provided by the Company and Forward Looking Statements

The Company shall use all reasonable efforts to: (i) provide A&M with access to management and other representatives of the Company; and (ii) to furnish all data, material, and other information concerning the business, assets, liabilities, operations, cash flows, properties, financial condition and prospects of the Company that A&M reasonably request in connection with the services to be provided to the Company. A&M shall rely, without further independent verification, on the accuracy and completeness of all publicly available information and information that is furnished by or on behalf of the Company and otherwise reviewed by A&M in connection with the services performed for the Company. The Company acknowledges and agrees that A&M is not responsible for the accuracy or completeness of such information and shall not be responsible for any inaccuracies or omissions therein. A&M is under no obligation to update data submitted to it or to review any other areas unless specifically requested by the Board to do so.

You understand that the services to be rendered by A&M may include the preparation of projections and other forward-looking statements, and numerous factors can affect the actual results of the Company's operations, which may materially and adversely differ from those projections. In addition, A&M will be relying on information provided by the Company in the preparation of those projections and other forward-looking statements.

3. Limitation of Duties

A&M makes no representation or guarantee that, inter alia, (i) an appropriate restructuring proposal or strategic alternative can be formulated for the Company (ii) any restructuring proposal or strategic alternative presented to the Company's management or the Board or Responsible Officers will be more successful than all other

Hygea Holdings Corp
October 23, 2019

possible restructuring proposals or strategic alternatives, (iii) restructuring is the best course of action for the Company or (iv) if formulated, that any proposed restructuring plan or strategic alternative will be accepted by any of the Company's creditors, shareholders and other constituents. Further, A&M does not assume any responsibility for the Company's decision to pursue, or not pursue any business strategy, or to effect, or not to effect any transaction. A&M shall be responsible for assistance with the implementation only of the restructuring proposal or strategic alternative approved by the Board or Responsible Officers and only to the extent and in the manner authorized by and directed by the Board or Responsible Officers and agreed to by A&M.

4. Compensation

A&M will receive fees based on the following hourly rates:

Managing Directors	\$875 - \$1,100
Directors – Sr. Directors	\$675 - \$850
Associates – Sr. Associates	\$525 - \$650
Analysts / Staff	\$400 - \$475

For Phase 1 detailed above in Description of Services, A&M projects the project to last between 30 and 45 days and has agreed to cap its fees at \$200K plus out of pocket expenses. Such rates shall be subject to adjustment annually at such time as A&M adjusts its rates generally.

- (a) In addition, A&M will be reimbursed for its reasonable out-of-pocket expenses incurred in connection with this assignment, such as travel, lodging, duplicating, computer research, messenger and telephone charges. All fees and expenses will be billed on a monthly basis or, at A&M's discretion, more frequently. Invoices are payable upon receipt.
- (b) The Company shall promptly remit to A&M a retainer in the amount of \$100,000, which shall be credited against any amounts due at the termination of this engagement and returned upon the satisfaction of all obligations hereunder.

5. Term

- (a) This Agreement will apply from the commencement of the services referred to in Section 1 and may be terminated with immediate effect by either party without cause by written notice to the other party.
- (b) A&M normally does not withdraw from an engagement unless the Company misrepresents or fails to disclose material facts, fails to pay fees or expenses, or makes it unethical or unreasonably difficult for A&M to continue performance of the engagement, or other just cause exists..
- (c) On termination of the Agreement, any fees and expenses due to A&M shall be remitted promptly (including fees and expenses that accrued prior to but are invoiced

Hygea Holdings Corp
October 23, 2019

subsequent to such termination), and any unexpended retainer shall be returned to Hygea

(d) The provisions of this Agreement that give the parties rights or obligations beyond its termination shall survive and continue to bind the parties.

6. Relationship of the Parties

The parties intend that an independent contractor relationship will be created by this engagement letter. Neither A&M nor any of its personnel or agents is to be considered an employee or agent of the Company and the personnel and agents of A&M are not entitled to any of the benefits that the Company provides for the Company employees. The Company acknowledges and agrees that A&M's engagement shall not constitute an audit, review or compilation, or any other type of financial statement reporting engagement that is subject to the rules of the AICPA, SEC or other state or national professional or regulatory body.

7. No Third Party Beneficiary

The Company acknowledges that all advice (written or oral) provided by A&M to the Company in connection with this engagement is intended solely for the benefit and use of the Company (limited to its Board and management) in considering the matters to which this engagement relates. The Company agrees that no such advice shall be used for any other purpose or reproduced, disseminated, quoted or referred to at any time in any manner or for any purpose other than accomplishing the tasks referred to herein without A&M's prior approval (which shall not be unreasonably withheld), except as required by law.

8. Conflicts

A&M is not currently aware of any relationship that would create a conflict of interest with the Company or those parties-in-interest of which you have made us aware. Because A&M and its affiliates and subsidiaries comprise a consulting firm (the "Firm") that serves clients on a global basis in numerous cases, both in and out of court, it is possible that the Firm may have rendered or will render services to or have business associations with other entities or people which had or have or may have relationships with the Company, including creditors of the Company. The Firm will not be prevented or restricted by virtue of providing the services under this Agreement from providing services to other entities or individuals, including entities or individuals whose interests may be in competition or conflict with the Company's, provided the Firm makes appropriate arrangements to ensure that the confidentiality of information is maintained.

9. Confidentiality / Non-Solicitation

A&M shall keep as confidential all non-public information received from the Company in conjunction with this engagement, except: (i) as requested by the Company or its legal counsel; (ii) as required by legal proceedings or (iii) as reasonably required in the

Hygea Holdings Corp
October 23, 2019

performance of this engagement. All obligations as to non-disclosure shall cease as to any part of such information to the extent that such information is or becomes public other than as a result of a breach of this provision. The Company, on behalf of itself and its subsidiaries and affiliates and any person which may acquire all or substantially all of its assets agrees that, until two (2) years subsequent to the termination of this engagement, it will not solicit, recruit, hire or otherwise engage any employee of A&M or any of its affiliates who worked on this engagement while employed by A&M or its affiliates ("Solicited Person"). Should the Company or any of its subsidiaries or affiliates or any person who acquires all or substantially all of its assets extend an offer of employment to or otherwise engage any Solicited Person and should such offer be accepted, A&M shall be entitled to a fee from the Company equal to the Solicited Person's hourly client billing rate at the time of the offer multiplied by 4,000 hours for a Managing Director, 3,000 hours for a Senior Director and 2,000 hours for any other A&M employee. The Company acknowledges and agrees that this fee fairly represents the loss that A&M will suffer if the Company breaches this provision. The fee shall be payable at the time of the Solicited Person's acceptance of employment or engagement.

10. Indemnification and Limitations on Liability

The attached indemnification and limitation on liability agreement is incorporated herein by reference and shall be executed upon the acceptance of this Agreement. Termination of this engagement shall not affect these indemnification and limitation on liability provisions, which shall remain in full force and effect.

11. Miscellaneous

This Agreement (together with the attached indemnity provisions), including, without limitation, the construction and interpretation of thereof and all claims, controversies and disputes arising under or relating thereto, shall be governed and construed in accordance with the laws of the State of New York, without regard to principles of conflict of law that would defer to the laws of another jurisdiction. The Company and A&M agree to waive trial by jury in any action, proceeding or counterclaim brought by or on behalf of the parties hereto with respect to any matter relating to or arising out of the engagement or the performance or non-performance of A&M hereunder. The Company and A&M agree, to the extent permitted by applicable law, that any Federal Court sitting within the Southern District of New York shall have exclusive jurisdiction over any litigation arising out of this Agreement; to submit to the personal jurisdiction of the Courts of the United States District Court for the Southern District of New York; and to waive any and all personal rights under the law of any jurisdiction to object on any basis (including, without limitation, inconvenience of forum) to jurisdiction or venue within the State of New York for any litigation arising in connection with this Agreement.

This Agreement shall be binding upon A&M and the Company, their respective heirs, successors, and assignees, and any heir, successor, or assignee of a substantial portion of A&M's or the Company's respective businesses and/or assets, including any Chapter 11 Trustee. This Agreement incorporates the entire understanding of the parties with

Hygea Holdings Corp
October 23, 2019

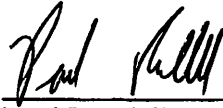
respect to the subject matter hereof and may not be amended or modified except in writing executed by the Company and A&M. Notwithstanding anything herein to the contrary, A&M may reference or list the Company's name and/or logo and/or a general description of the services in A&M's marketing materials, including, without limitation, on A&M's website.

If the foregoing is acceptable to you, kindly sign the enclosed copy to acknowledge your agreement with its terms.

Very truly yours,

Alvarez & Marsal Healthcare Industry Group, LLC

By:




Paul Rundell

Title: Managing Director

Accepted and agreed:

Hygea Holdings Corp

By:


Keith Collins MD, CEO and Director

Hygea Holdings Corp
October 23, 2019

INDEMNIFICATION AGREEMENT

This indemnity is made part of an agreement, dated October 23, 2019 (which together with any renewals, modifications or extensions thereof, is herein referred to as the "Agreement") by and between Alvarez & Marsal Healthcare Industry Group, LLC ("A&M") and Hygea Holdings Corp (the "Company"), for services to be rendered to the Company by A&M.

A. The Company agrees to indemnify and hold harmless each of A&M, its affiliates and their respective shareholders, members, managers, employees, agents, representatives and subcontractors (each, an "Indemnified Party" and collectively, the "Indemnified Parties") against any and all losses, claims, damages, liabilities, penalties, obligations and expenses, including the costs for counsel or others (including employees of A&M, based on their then current hourly billing rates) in investigating, preparing or defending any action or claim, whether or not in connection with litigation in which any Indemnified Party is a party, or enforcing the Agreement (including these indemnity provisions), as and when incurred, caused by, relating to, based upon or arising out of (directly or indirectly) the Indemnified Parties' acceptance of or the performance or nonperformance of their obligations under the Agreement; provided, however, such indemnity shall not apply to any such loss, claim, damage, liability or expense to the extent it is found in a final judgment by a court of competent jurisdiction (not subject to further appeal) to have resulted primarily and directly from such Indemnified Party's gross negligence or willful misconduct. The Company also agrees that (a) no Indemnified Party shall have any liability (whether direct or indirect, in contract or tort or otherwise) to the Company for or in connection with the engagement of A&M, except to the extent that any such liability for losses, claims, damages, liabilities or expenses are found in a final judgment by a court of competent jurisdiction (not subject to further appeal) to have resulted primarily and directly from such Indemnified Party's gross negligence or willful misconduct and (b) in no event will any Indemnified Party have any liability to the Company for special, consequential, incidental or exemplary damages or loss (nor any lost profits, savings or business opportunity). The Company further agrees that it will not, without the prior consent of an Indemnified Party, settle or compromise or consent to the entry of any judgment in any pending or threatened claim, action, suit or proceeding in respect of which such Indemnified Party seeks indemnification hereunder (whether or not such Indemnified Party is an actual party to such claim, action, suit or proceedings) unless such settlement, compromise or consent includes an unconditional release of such Indemnified Party from all liabilities arising out of such claim, action, suit or proceeding.

B. These indemnification provisions shall be in addition to any liability which the Company may otherwise have to the Indemnified Parties. In the event that, at any time whether before or after termination of the engagement or the Agreement, as a result of or in connection with the Agreement or A&M's and its personnel's role under the Agreement, A&M or any Indemnified Party is required to produce any of its personnel (including former employees) for examination, deposition or other written, recorded or oral presentation, or A&M or any of its personnel (including former employees) or any other Indemnified Party is required to produce or otherwise review, compile, submit, duplicate, search for, organize or report on any material

Hygea Holdings Corp
October 23, 2019

within such Indemnified Party's possession or control pursuant to a subpoena or other legal (including administrative) process, the Company will reimburse the Indemnified Party for its out of pocket expenses, including the reasonable fees and expenses of its counsel, and will compensate the Indemnified Party for the time expended by its personnel based on such personnel's then current hourly rate.

C. If any action, proceeding or investigation is commenced to which any Indemnified Party proposes to demand indemnification hereunder, such Indemnified Party will notify the Company with reasonable promptness; provided, however, that any failure by such Indemnified Party to notify the Company will not relieve the Company from its obligations hereunder, except to the extent that such failure shall have actually prejudiced the defense of such action. The Company shall promptly pay expenses reasonably incurred by any Indemnified Party in defending, participating in, or settling any action, proceeding or investigation in which such Indemnified Party is a party or is threatened to be made a party or otherwise is participating in by reason of the engagement under the Agreement, upon submission of invoices therefor, whether in advance of the final disposition of such action, proceeding, or investigation or otherwise. Each Indemnified Party hereby undertakes, and the Company hereby accepts its undertaking, to repay any and all such amounts so advanced if it shall ultimately be determined that such Indemnified Party is not entitled to be indemnified therefor. If any such action, proceeding or investigation in which an Indemnified Party is a party is also against the Company, the Company may, in lieu of advancing the expenses of separate counsel for such Indemnified Party, provide such Indemnified Party with legal representation by the same counsel who represents the Company, provided such counsel is reasonably satisfactory to such Indemnified Party, at no cost to such Indemnified Party; provided, however, that if such counsel or counsel to the Indemnified Party shall determine that due to the existence of actual or potential conflicts of interest between such Indemnified Party and the Company such counsel is unable to represent both the Indemnified Party and the Company, then the Indemnified Party shall be entitled to use separate counsel of its own choice, and the Company shall promptly advance its reasonable expenses of such separate counsel upon submission of invoices therefor. Nothing herein shall prevent an Indemnified Party from using separate counsel of its own choice at its own expense. The Company will be liable for any settlement of any claim against an Indemnified Party made with the Company's written consent, which consent shall not be unreasonably withheld.

D. In order to provide for just and equitable contribution if a claim for indemnification pursuant to these indemnification provisions is made but it is found in a final judgment by a court of competent jurisdiction (not subject to further appeal) that such indemnification may not be enforced in such case, even though the express provisions hereof provide for indemnification, then the relative fault of the Company, on the one hand, and the Indemnified Parties, on the other hand, in connection with the statements, acts or omissions which resulted in the losses, claims, damages, liabilities and costs giving rise to the indemnification claim and other relevant equitable considerations shall be considered; and further provided that in no event will the Indemnified Parties' aggregate contribution for all losses, claims, damages, liabilities and expenses with respect to which contribution is available hereunder exceed the amount of

Hygea Holdings Corp
October 23, 2019

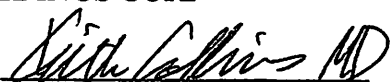
fees actually received by the Indemnified Parties pursuant to the Agreement. No person found liable for a fraudulent misrepresentation shall be entitled to contribution hereunder from any person who is not also found liable for such fraudulent misrepresentation.

E. In the event the Company and A&M seek judicial approval for the assumption of the Agreement or authorization to enter into a new engagement agreement pursuant to either of which A&M would continue to be engaged by the Company, the Company shall promptly pay expenses reasonably incurred by the Indemnified Parties, including attorneys' fees and expenses, in connection with any motion, action or claim made either in support of or in opposition to any such retention or authorization, whether in advance of or following any judicial disposition of such motion, action or claim, promptly upon submission of invoices therefor and regardless of whether such retention or authorization is approved by any court. The Company will also promptly pay the Indemnified Parties for any expenses reasonably incurred by them, including attorneys' fees and expenses, in seeking payment of all amounts owed it under the Agreement (or any new engagement agreement) whether through submission of a fee application or in any other manner, without offset, recoupment or counterclaim, whether as a secured claim, an administrative expense claim, an unsecured claim, a prepetition claim or a postpetition claim.

F. Neither termination of the Agreement nor termination of A&M's engagement nor the filing of a petition under Chapter 7 or 11 of the United States Bankruptcy Code (nor the conversion of an existing case to one under a different chapter) shall affect these indemnification provisions, which shall hereafter remain operative and in full force and effect.

G. The rights provided herein shall not be deemed exclusive of any other rights to which the Indemnified Parties may be entitled under the certificate of incorporation or bylaws of the Company, any other agreements, any vote of stockholders or disinterested directors of the Company, any applicable law or otherwise.

HYGEA
HOLDINGS CORP

By:  MD

ALVAREZ & MARSAL HEALTHCARE
INDUSTRY GROUP, LLC

By: 



Alvarez & Marsal
Healthcare Industry Group, LLC
600 Madison Avenue, 8th Floor
New York, NY 10022
Phone: +1 212 759 4433
Fax: +1 212 759 5532

Change Order

As of December 3, 2019

Keith Collins
Chief Executive Officer
Hygea Health Holdings
8700 West Flagler
Miami, FL 33174

Dear Mr Collins:

This Change Order, including any appendices, schedules, and/or attachments, documents changes to the engagement letter agreement by and among Alvarez & Marsal Healthcare Industry Group, LLC ("A&M") and Hygea Health Holdings and its subsidiaries and affiliates and its assigns and successors (jointly and severally, the "Company") dated effective as of October 23, 2019, including any prior Change Order(s) thereto (the "Engagement Letter").

Due to circumstances at the company and strategic changes, some of the items within the original scope were not completed and A&M focused efforts in other directions. Financials nor the business plan were not available to review and analyze. The A&M focus since the beginning of the project has changed to strategic sale options, bankruptcy planning and liquidity management with the full understanding of the Company.

The sections of the Engagement Letter set forth below are hereby amended, effective as of the date first written above, as follows:

1. Description of Services (Appendix One of the Engagement Letter)
 1. Provide strategic direction to Company, lender and potential buyer on restructuring process
 2. Maintain thirteen week cash flow and assist the Company with liquidity management
 3. Assist the Company with bankruptcy prep and first day prep
 4. Work with the strategic buyer on diligence gathering and financial/operational metrics
 5. Assist the Company in creating a process for the close of the financials on a go-forward basis
 6. Assist in performing other customary services typical for an engagement of this type relating to the review of the Company as may be agreed to by CLIENT and A&M from time to time.

Hygea Health Holdings
December 3, 2019


2. Compensation (Section 2 of the Engagement Letter)

A&M will be compensated on an hourly basis for the New Services at the rates provided for in Section 2(a) of the Engagement Letter. A&M estimates monthly fees as approximately \$150,000 to \$200,000 going forward.

Except as expressly modified herein, all other terms and conditions of the Engagement Letter and the Indemnification Agreement remain unchanged. Please indicate your agreement to this Change Order by signing and returning to A&M the enclosed copy.

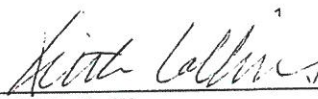
Very truly yours,

Alvarez & Marsal Healthcare Industry
Group, LLC

By: 
Paul Rundell
Managing Director

Accepted and agreed:

Hygea Health Holdings

By: 
Keith Collins
CEO



Alvarez & Marsal North America, LLC
540 West Madison Street – Suite 1800
Chicago, IL 60661
Phone: +1 312 601 4220
Fax: +1 312 332 4599

March 2, 2020

Keith Collins, M.D.
President and Chief Executive Officer
Hygea Holdings Corp.
8750 NW 36th Street, Suite 300
Miami, FL 33178

Dear Mr. Collins:

This letter amends that certain engagement letter dated October 23, 2019 (as hereby amended, the “Agreement”), by and between Alvarez & Marsal Health Care Industry Group, LLC and Hygea Holdings Corp. Capitalized terms used herein and not otherwise defined shall have the meaning set forth in the Agreement. The parties hereby agree that effective as of November 1, 2019, the Agreement is hereby modified and amended as follows:

1. The first paragraph of the Agreement is amended to replace Alvarez & Marsal Healthcare Industry Group, LLC with Alvarez & Marsal North America, LLC (“A&MNA”). All references to “A&M” in the Agreement, including the indemnification and limitation on liability agreement attached thereto (the “Indemnification Agreement”) and the Change Order amendment dated December 3, 2019, shall be deemed to be references to A&MNA. A&MNA agrees that it shall be fully bound by, and subject to, all of the terms and conditions of the Agreement, including all schedules or exhibits thereto, as the same may be amended, modified, supplemented or restated from time to time, and shall be entitled to the benefits thereof.

In all other respects, the Agreement, including the Indemnification Agreement, remains in full force and effect.

Sincerely,

Alvarez & Marsal North America, LLC

By: 

Managing Director

Hygea Holdings Corp.
March 2, 2020

Accepted and agreed:

Hygea Holdings Corp.

By: *Keith Collins*

Name: Keith Collins, M.D.

Title: President and Chief Executive Officer

and

Alvarez & Marsal Healthcare Industry Group, LLC

By: *HJM*

Managing Director

EXHIBIT C

Rundell Declaration

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

----- X
In re: : Chapter 11
HYGEA HOLDINGS CORP., *et al.*, : Case No. 20-10361 (KBO)
Debtors.¹ : (Jointly Administered)
----- X

**DECLARATION OF PAUL B. RUNDELL IN SUPPORT OF
DEBTORS' APPLICATION FOR ENTRY OF AN ORDER
AUTHORIZING THE RETENTION AND EMPLOYMENT OF
ALVAREZ & MARSAL NORTH AMERICA, LLC AS FINANCIAL
ADVISORS TO DEBTORS *NUNC PRO TUNC* TO THE PETITION DATE**

I, Paul B. Rundell being duly sworn, hereby states as follows:

1. I am a Managing Director with Alvarez & Marsal North America, LLC (together with employees of its affiliates (all of which are wholly-owned by its parent company and employees), its wholly owned subsidiaries, and independent contractors, "A&M"), a restructuring advisory services firm with numerous offices throughout the country. I submit this declaration on behalf of A&M (the "Declaration") in support of the Debtors' Application for Entry of an Order Authorizing the Retention and Employment of Alvarez & Marsal North

¹ The Debtors and the last four digits of their respective taxpayer identification numbers are: All Care Management Services, Inc. (6484); First Harbour Health Management, LLC (0941); First Harbour Medical Centers, LLC (3861); Florida Group Healthcare LLC (7956); Gemini Healthcare Fund, LLC (4928); Hygea Acquisition Longwood, LLC (1649); Hygea Acquisition Orlando, LLC (3507); Hygea Health Holdings, Inc. (8926); Hygea Holdings Corp. (2605); Hygea IGP of Central Florida, Inc. (9453); Hygea IGP, LLC (7724); Hygea Medical Centers of Florida, LLC (5301); Hygea Medical Partners, LLC (4486); Hygea of Delaware, LLC (4830); Hygea of Georgia, LLC (5862); Hygea of Pembroke Pines, LLC (6666); Hygea Primum Acquisition, Inc. (8567); Medlife Activity Center, LLC (2311); Mobile Clinic Services, LLC (9758); Palm A.C. MSO, LLC (2585); Palm Allcare Medicaid MSO, Inc. (6956); Palm Allcare MSO, Inc. (0319); Palm Medical Group, Inc. (5028); Palm Medical MSO LLC (7738); Palm Medical Network, LLC (9158); Palm MSO System, Inc. (2178); Palm PGA MSO, Inc. (8468); Physician Management Associates East Coast, LLC (7319); Physician Management Associates SE, LLC (3883); Physicians Group Alliance, LLC (7824); Primum Alternatives, Inc. (7441); Primum Healthcare, LLC (0157); and Professional Health Choice, Inc. (6850). The address of the Debtors' corporate headquarters is 8700 W Flagler Street, Suite 280, Miami, FL 33174.

America, LLC as Financial Advisors to Debtors *Nunc Pro Tunc* to the Petition Date (the “Application”)² on the terms and conditions set forth in the Application and the engagement agreement between Debtors and A&M attached to the Application as Exhibit B (as supplemented and amended, the “Engagement Agreement”). Except as otherwise noted,³ I have personal knowledge of the matters set forth herein.

DISINTERESTEDNESS AND ELIGIBILITY

2. A&M together with its affiliates (the “Firm”) utilize certain procedures (“Firm Procedures”) to determine the Firm’s relationships, if any, to parties that may have a connection to a client debtor. In implementing the Firm Procedures, the following actions were taken to identify parties that may have connections to the Debtors, and the Firm’s relationship with such parties:

- (a) A&M requested and obtained from the Debtors extensive lists of interested parties and significant creditors (the “Debtors’ Potential Parties in Interest”).⁴ The list of Potential Parties in Interest which A&M reviewed is annexed hereto as Schedule A, which includes, among others, the Debtors, their prepetition lender, officers, directors, the forty (40) largest unsecured creditors of the Debtors (on a consolidated basis), significant counterparties to material agreements and significant litigation claimants.
- (b) Pursuant to internal A&M procedures A&M also reviewed certain additional parties that appear on the list annexed hereto as Schedule B (the “Additional Parties” and, together with the Debtors’ Potential Parties in Interest, the “Potential Parties in Interest”).

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Application.

³ Certain of the disclosures herein relate to matters within the personal knowledge of other professionals at A&M and are based on information provided by them.

⁴ The list of Potential Parties in Interest is expected to be updated during these cases. A&M continues to review the relationships it may have with potentially interested parties and to determine whether any relationships other than those set forth herein exist. As may be necessary, A&M will supplement this Declaration if it becomes aware of a relationship that may adversely affect A&M’s retention in these cases or discovers additional parties in interest through the filing of statements of financial affairs or statements under Bankruptcy Rule 2019. A&M will update this disclosure if it is advised of any trading of claims against or interests in the Debtors that may relate to A&M’s retention or otherwise requires such disclosure.

- (c) A&M then compared the names of each of the Potential Parties in Interest to the names in its master electronic database of the Firm's current and recent clients (the "Client Database"). The Client Database generally includes the name of each client of the Firm, the name of each party who is or was known to be adverse to the client of the Firm in connection with the matter in which the Firm is representing such client, the name of each party that has, or had, a substantial role with regard to the subject matter of the Firm's retention, and the names of the Firm professionals who are, or were, primarily responsible for matters for such clients.
- (d) An email was issued to all Firm professionals requesting disclosure of information regarding: (i) any known personal connections between the respondent and/or the Firm on the one hand, and certain significant Potential Parties in Interest or the Debtors, on the other hand,⁵ (ii) any known connections or representation by the respondent and/or the Firm of any of such Potential Parties in Interest in matters relating to the Debtors; and (iii) any other conflict or reason why A&M may be unable to represent the Debtors.
- (e) Known connections between former or recent clients of the Firm and the Potential Parties in Interest were compiled for purposes of preparing this Declaration. These connections are listed in Schedule C annexed hereto.

3. As a result of the Firm Procedures, I have thus far ascertained that, except as may be set forth herein, upon information and belief, if retained, A&M:

- (a) is not a creditor of the Debtors (including by reason of unpaid fees for prepetition services),⁶ an equity security holder of the Debtors except certain Firm employees may own *de minimis* amounts representing not more than 0.01% of the equity interests in the related entity, or an "insider" of the Debtors, as that term is defined in section 101(31) of the Bankruptcy Code;

⁵ In reviewing its records and the relationships of its professionals, A&M did not seek information as to whether any A&M professional or member of his/her immediate family: (a) indirectly owns, through a public mutual fund or through partnerships in which certain A&M professionals have invested but as to which such professionals have no control over or knowledge of investment decisions, securities of the Debtors or any other party in interest; or (b) has engaged in any ordinary course consumer transaction with any party in interest. If any such relationship does exist, I do not believe it would impact A&M's disinterestedness or otherwise give rise to a finding that A&M holds or represents an interest adverse to the Debtors' estates. During the course of A&M's review A&M became aware that certain A&M personnel hold *de minimis* investments, representing not more than 0.01% of the equity interests in various parties in interest or entities related thereto, including but not limited to AT&T, Bank of America, Citibank NA, Comcast, General Electric, JP Morgan, Travelers Casualty & Surety Insurance Company of America and Wells Fargo.

⁶ See paragraph 12 below.

- (b) is not, and has not been, within 2 years before the date of the filing of the petition, a director, officer, or employee of the Debtors; and
- (c) does not have an interest materially adverse to the interests of the Debtors' estates, or of any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the Debtors, or for any other reason.

4. As can be expected with respect to any international professional services firm such as A&M, the Firm provides services to many clients with interests in the Debtors' Chapter 11 Cases. To the best of my knowledge, except as indicated below, the Firm's services for such clients do not relate to the Debtors' Chapter 11 Cases.

5. During the course of its review, A&M learned that the Firm maintains a relationship with the Potential Parties in Interest set forth on Schedule C hereto that may relate to the Debtors' cases. In addition to the relationships disclosed on Schedule C, I note that:

- (a) JPMorgan Chase Bank, N.A. ("JPMC") together with certain of its affiliates (collectively, "JPM") and Wells Fargo Bank, National Association ("WFBNA") together with certain of its affiliates (collectively, "Wells Fargo") are Potential Parties in Interest. Under a credit facility (the "Credit Facility") to A&M's parent company Alvarez & Marsal Holdings, LLC ("A&M Holdings"): WFBNA is administrative agent, swingline lender and issuing lender, JPMC is a syndication agent and participating lender and Wells Fargo Securities, LLC and J.P. Morgan Securities LLC are joint lead arrangers and joint book runners. In addition to the receipt of interest in their capacity as a lender under the Credit Facility, Wells Fargo and JPM have received certain customary and negotiated fees and reimbursement of expenses in connection with their roles under the Credit Facility.
- (b) In 2018, A&M's affiliate was engaged by a Potential Party in Interest, whose name cannot be disclosed for confidentiality reasons, to provide due diligence in connection with such party's potential acquisition of Hygea Holdings Corp. Those services are complete. The transaction did not occur and none of the Firm personnel that worked on that matter are involved in A&M's engagement for the Debtors.

6. Further, as part of its diverse practice, the Firm appears in numerous cases and proceedings, and participates in transactions that involve many different professionals, including attorneys, accountants, and financial consultants, who represent claimants and parties-in-interest in the Debtors' Chapter 11 Cases. Further, the Firm has performed in the past, and may perform in the future, advisory consulting services for various attorneys and law firms, and has been represented by several attorneys and law firms, some of whom may be involved in these proceedings. Based on our current knowledge of the professionals involved, and to the best of my knowledge, none of these relationships create interests materially adverse to the Debtors in matters upon which A&M is to be employed, and none are in connection with these cases.

7. To the best of my knowledge, no employee of the Firm is a relative of, or has been connected with the United States Trustee in this district or its employees.

8. Accordingly, to the best of my knowledge, A&M is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code, in that A&M: (i) is not a creditor, equity security holder, or insider of the Debtors; (ii) was not, within two years before the date of filing of the Debtors' chapter 11 petitions, a director, officer, or employee of the Debtors; and (iii) does not have an interest materially adverse to the interest of the Debtors' estates or of any class of creditors or equity security holders.

9. If any new material relevant facts or relationships are discovered or arise, A&M will promptly file a supplemental declaration.

COMPENSATION

10. Subject to Court approval and in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, applicable United States Trustee

guidelines, and the Local Rules of this Court, A&M will seek from the Debtors payment for compensation on an hourly basis and reimbursement of actual and necessary expenses incurred by A&M. A&M's customary hourly rates as charged in bankruptcy and non-bankruptcy matters of this type by the professionals assigned to this engagement are outlined in the Application. These hourly rates are adjusted annually.

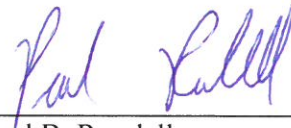
11. A&M received \$200,000.00 as a retainer in connection with preparing for and conducting the filing of these Chapter 11 cases, as described in the Engagement Agreement. In the 90 days prior to the Petition Date, A&M received retainers and payments totaling \$800,000.00 in the aggregate for services performed for the Debtors. A&M has applied these funds to amounts due for services rendered and expenses incurred prior to the Petition Date. A precise disclosure of the amounts or credits held, if any, as of the Petition Date will be provided in A&M's first interim fee application for postpetition services and expenses to be rendered or incurred for or on behalf of the Debtors. The unapplied residual retainer, which is estimated to total \$4,717.50, will not be segregated by A&M in a separate account, and will be held until the end of these Chapter 11 Cases and applied to A&M's finally approved fees in these proceedings.

12. To the best of my knowledge, (i) no commitments have been made or received by A&M with respect to compensation or payment in connection with these cases other than in accordance with applicable provisions of the Bankruptcy Code and the Bankruptcy Rules, and (ii) A&M has no agreement with any other entity to share with such entity any compensation received by A&M in connection with the Chapter 11 Cases.

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13. By reason of the foregoing, I believe A&M is eligible for employment and retention by the Debtors pursuant to sections 327(a), 328(a) and 1107 of the Bankruptcy Code and the applicable Bankruptcy Rules and Local Rules.

Dated: March 3, 2020
Chicago, Illinois



Paul B. Rundell
Managing Director
Alvarez & Marsal North America,
LLC

Schedule A to Rundell Declaration

List of Debtors' Potential Parties in Interest

Hygea Holdings, Inc. et al.
Potential Parties in Interest

Debtors

All Care Management Services, Inc.
First Harbour Health Management, LLC
First Harbour Medical Centers, LLC
Florida Group Healthcare, LLC
Gemini Healthcare Fund, LLC
Hygea Acquisition Longwood, LLC
Hygea Acquisition Orlando, LLC
Hygea Health Holdings, Inc.
Hygea Holdings Corp.
Hygea IGP, LLC
Hygea IGP of Central Florida, Inc.
Hygea of Delaware LLC
Hygea of Georgia LLC
Hygea of Pembroke Pines LLC
Hygea Primum Acquisition, Inc.
Hygea Medical Centers of Florida, LLC
Hygea Medical Partners LLC
Medlife Activity Center, LLC
Mobile Clinic Services, LLC
Palm A.C. MSO, LLC
Palm Allcare Medicaid MSO, Inc.
Palm Allcare MSO, Inc.
Palm Medical Group, Inc.
Palm Medical MSO LLC
Palm Medical Network, LLC
Palm MSO System, Inc.
Palm PGA MSO, Inc.
Physicians Group Alliance, LLC
Physician Management Associates, East Coast, LLC
Physician Management Associates, SE LLC
Primum Alternatives, Inc.
Primum Healthcare, LLC
Professional Health Choice, Inc.

Affiliated Entities

Amir Fahmy MD, P.A.
Arlene E. Richards, M.D., P.A.
Atlanta Cardiology and Primary Care, P.C.
Batson Family Health and Wellness Center, LLC
Batson Family Health and Wellness Clinic, LLC
Cardiology Consultants of West Broward, P.A.
Charles L. Batson, MD, P.A.
Chuck Dahan MD, P.A.
Daniel Marcus, M.D., P.A.
Excelsior Medical Center, Inc.
Florida Institute of Health, Ltd., L.L.L.P.
Gustavo Camargo MD, PA
Hygea Acquisition Atlanta LLC
Hygea Florida, LLC
Hygea Health Holdings, LLC
Hygea of Miami-Dade, LLC
Hygea of North Miami Beach 1, LLC
Hygea of North Miami Beach 2, LLC
Hygea Precision Medicine, Inc.
Hygea Regional LLC
Hygea, LLC
Hygea South Florida, Inc.

Joel Frankel, M.D. Pulmonary Associates, P.A.
Kissimmee Medical Specialties, P.A.
Mid Florida Adult Medicine, LLC
Med Plan Clinic, LLC
Med Plan Clinics, Inc.
Med Plan Health Exchange, LLC
Med Plan, LLC
Med Scripts, LLC
Medcare Quality Medical Centers, LLC
Medcare Westchester Medical Center, LLC
Medical Care Group, LLC
Medical Center of Winston Towers, Inc.
MedPlan Employees Group LLC
Miquel Burgos, P.A.
Norman (B.) Gaylis M.D., P.A.
Palm Health LLC
Patricia Martindale, M.D., P.A.
Physicians Care Centers of Atlanta, LLC
Physicians Care Centers of Kissimmee, LLC
Physicians Care Centers of Orlando, LLC
Physicians Care Centers of Lithia Springs, LLC
Physicians Care Centers of Tampa Bay, LLC
Physicians Group Alliance of Atlanta, LLC
Physicians Group Alliance of Georgia, LLC
Physicians Group Alliance of South Florida, LLC
Physicians Group Management of Orlando, LLC
Plantation Primary Care Physicians, Inc.
Premier South Medical Group, P.C.
Safirstein & Horowitz, M.D.'s P.A.
Solomon & Solomon Medical Clinic, LLC
SunMed Health Center, Inc.
Sunrise Cardiology Associates, P.L.
Sussman and Staller MD, PA, Inc.

Current and Former Officers and Directors

Joseph Campanella
Darwin Caraballo
Martha Castillo
Keith Collins
Norman Gaylis
David Hernandez
Manuel E. Iglesias
Frank Kelly, Jr.
Martha Mairena
Jack Mann
Glenn T. Marrichi
Daniel T. McGowan
Edward Moffly
Robert Montes
Sergey Savchenko
Richard Williams

Lender

Sprott Bridging Income Fund LP

Administrative Agent

Bridging Finance Inc.

Other Major Creditors

N5HYG, LLC
 Nevada 5, Inc.
 American Express
 William Steele
 Courtney Shelton
 Internal Revenue Service
 Rodolfo Rodriguez-Duret
 Bond Capital
 Coventry Health Plan of Florida, Inc.
 Daniel K. Miller
 Govin T. Rajan
 Jane Cohen
 Gabriel Perez
 Frank Rakusa
 Claudio Arellano
 NextGen Healthcare Information Systems, LLC
 Priority Healthcare Distribution, Inc.
 Jose Prida Trust
 Shutlander LLC
 Simply Healthcare Plans, Inc.
 Norman B. Gaylis
 Freedom Health, Inc.
 CEA Atlantic Advisors LLC
 Avmed, Inc.
 Katalyst, FP LLC
 Blue Cross Blue Shield of Florida, Inc.
 Hilaire Fernandes
 Physicians United Plan, Inc.
 RREF III-P Doral Office LP
 Humana, Inc.
 Michael Horowitz
 Gabriela & Bella Castillo Trust
 4Front Capital Partners, LLC
 Nelson Mullins Riley & Scarborough LLP
 WeierFoulds LLP
 WithumSmith + Brown, P.C.
 Preferred Care Partners, Inc.
 Valerie Solomon
 Irwin Solomon

Debtors' Proposed Professionals

Cole Schotz P.C.
 Alvarez & Marsal North America, LLC
 Epiq Corporate Restructuring, LLC

Cash Management Banks

Bank of America, N.A.
 Bank OZK
 City National Bank
 Fifth Third Bank
 Regions Bank
 SunTrust Bank
 Wells Fargo Bank, N.A.

Current and Former Landlords

1149 Building, Inc.
 13903 NW 67 Ave LLC
 3155 NW LLC
 Alphonso Belsito
 AOA Office, LLC
 Atlanta Medical Center, Inc.

Atrium Executive Plaza LLC
 Cypress Real Estate Investments, LLC
 Fahmy Properties, LLC
 Fischer Family Trust, Robert Fischer, Trustee
 Hines VAF II Doral, L.P.
 HTA – Camp Creek, LLC
 IMA Sunset Associates, LLC
 International City Building, LLC
 Joseph Rufus
 Key Solutions Real Estate Group
 Kings Point Plaza, Ltd.
 KW Realty Fund II, LLC
 Lake Underhill Professional Group, LLC
 Leisure Colony Management Corp.
 Metrowest Medical Center, LLC
 Mortgage Bank
 Mount Sinai Medical Center of Florida, Inc.
 Ortenzi-Doering-Bull L.P. II
 Palm Square Center LLC
 PEBB Enterprises LLC
 Phoenix Rising Holdings, LLC
 Prime Ventures Corporation
 Protegrity Properties, Inc.
 RG Business, Inc.
 RREEF America Reit II Corp.
 RTH Partners LLLP
 Stanley E. Stephens
 Sunrise Medical Park, LLC
 Tiger Eye Development
 United States Development Ltd
 VG Aventura Mob LLC

Utility Providers

Airespring
 AT&T
 C3 Technologies
 Comcast
 Duke Energy
 Florida Power & Light
 Frontier Communications
 Georgia Natural Gas
 Georgia Power
 Kissimmee Utility Authority
 Manatee County Florida
 Newnan Utilities
 Nex Vortex
 Peace River Electric
 Ring Central
 Seacoast Utilities
 Spectrum
 Toho Water
 Voyant Communications
 Windstream Communications

Major Insurers and Brokers

CWI
 CNA Financial Corporation
 First Insurance Funding Corp.
 ProAssurance Corp.
 RSUI Indemnity Company
 Travelers Casualty & Surety Company of America
 Unum Group

Arthur J. Gallagher & Co.

Taxing Authorities

Delaware Secretary of State
Florida Department of Revenue
Georgia Department of Revenue
Internal Revenue Service
Nevada Department of Taxation

Regulatory Agencies

Centers for Medicare and Medicaid Services
Florida Agency for Health Care Administration
Georgia Department of Community Health
Securities and Exchange Commission
U.S. Department of Health and Human Services

Current and Former Litigation Counterparties

Allela Ninosca Campos
Anda, Inc.
Ayon Capital LLC
Capital Stack, LLC
Ceca Adner, LLC
Carewell Solutions, Inc.
Carlos Carrasquillo
Chaker Chuck Dahan
Charles Batson
Clear Capital Advisors, LLC
Context Medical Caregroup, Inc.
Corazones Unidos Community Center Inc.De Lage Landen
Financial Services Inc.
Eddy Fernandez
Felix Antonio Restrepo
Genesis Research International, LLC
Govin Rajan
Iliana Morales
Inline Group, LLC
Integrated Healthcare Resources, Ltd.
Jack Garson
James Clark
James Marino
Kelly Law Firm P.C.
Kennia Puebla
Lakewood Ranch Golf Co. LLC
Lamar Serv Inc.
Liberty Insurance Underwriters Inc.
Marcia Espinoza
Marcy Garson
Maria Ofelia Martos
Miguel Burgos
Neil Reich
Pfizer Inc.
Protegrity Properties, Inc.
Raul Tamayo
Richter & Sheinbaum, M.D.P.A.
Robert Toste
Siddhartha Pagipati
Steve Duran
Valarie Solomon
Value Management Group
Vitalgenix Health and Wellness LLC
VRG Portfolio Holdings, LLCYahimet Rodriguez

Non-Bankruptcy Professionals

CareOptimize
Bruce Romanello

Contract Counterparties

AARDS II, Inc.
AARDS, Inc.
AARDS Research, Inc.
Adam Bierzynski
Aetna Behavioral Health
Aetna US Healthcare
Alexis Agreda
Ambetter from Sunshine Health
Amerigroup Florida, Inc.
Alan M. Schwartz
Alan Schwartz
Alexander Tirado
Ammir Fahmy
Arleen Richards
Arturo Rodriguez
BlueCross BlueShield of Florida, Inc.
Bobby Khan
Caludio F. Arellano
Cardinal Health
CarePlus Health Plans, Inc.
Cigna Healthcare of Florida, Inc.
Charles Batson
Chuck Dahan
Claudia Pena
Collier Blvd HMA Physician Management LLC
Community Health Systems
Courtney SheltonCoventry Health & Life Insurance Co.
Credit Counsel, Inc.
Daniel Marcus
Devoted Health, Inc.
Doctors Group Management, Inc.
Ewaul B. Persuad, Jr.
Florida Medical Center P.L.
Florida Medicaid
Florida Medical Center P.L.
Floridamed Health Network, LLC
Four Corners Internal Medicine LLC
Franz Rakusa
Frederick M. Chaleff
Graciela Victorero
Great West Healthcare
Global TPA
Gulf Coast HMA Physician Management LLC
Gustavo Camargo
Health Care Advisor Services, Inc.
Health Options, Inc.
Howard Sussman
Humana Medical Plan, Inc.
Ivan Patino
Joel Frankel
Joel M. Jancko
Joel T. Isom
John Vincent Williams
Maria Duret
Mary Ann Tesalona, M.D. Corp.
Meadowcrest Family Physicians P.A.
Medica Healthcare Plans, Inc.

Medicare Group LLC
 Molina Healthcare of Florida, Inc.
 Miguel Burgos
 Millennium Physician Group LLC
 Natasha Williams
 Neighborhood Health Partnership
 Nelson Perez Mateu
 One Source Health Network of Florida, Inc.
 Optimum Healthcare, Inc.
 Pablo Alberto Urbandt
 Patricia M. Martindale
 Pediatric Internal Medicine Specialists
 Punta Gorda HMA Physician Management LLC
 Raul Tamayo
 Raymond Gonzalez
 Reddy Kosanam
 Rene Gonzalez
 RG Business Inc.
 Robert MontesBN Holdings, LLC
 Stephanie Victorero
 Summit Health Plans, Inc.
 Sunshine State Health Plan, Inc. (Ambetter)
 Vista Healthplan, Inc.
 Wellcare of Florida, Inc.
 Wellcare of Georgia, Inc.
 Shady Salib
 Sheldon Staller
 Soni Family Practice PLLC
 Stallion Medical Management
 United Healthcare of Florida, Inc.
 WellCare Health Plans, Inc.

U.S. Trustee's Office – Region 3 - Trial Attorneys

Andrew R. Vara, Esquire (U.S. Trustee)
 T. Patrick Tinker, Esquire (Asst. U.S. Trustee)
 Benjamin Hackman, Esquire
 David L. Buchbinder, Esquire
 Hannah M. McCollum, Esquire
 Jane Leamy, Esquire
 Juliet Sarkessian, Esquire
 Linda Casey, Esquire
 Linda Richenderfer, Esquire
 Richard A. Schepacarter, Esquire
 Timothy J. Fox, Jr., Esquire

U.S. Bankruptcy Court Judges for the District of Delaware

Chief Judge Christopher S. Sontchi
 Judge Brendan L. Shannon
 Judge John T. Dorsey
 Judge Kevin Gross
 Judge Karen B. Owens
 Judge Laurie Selber Silverstein
 Judge Mary Walrath
 Judge Ashley Chan

U.S. District Court Judges for the District of Delaware

Chief Judge Leonard P. Stark
 Judge Colm F. Connolly
 Judge Maryellen Noreika
 Judge Richard G. Andrews
 Judge Joseph J. Longobardi

Chief Magistrate Judge Mary Pat Thyng
 Magistrate Judge Christopher J. Burke
 Magistrate Judge Jennifer L. Hall
 Magistrate Judge Sherry R. Fallon

U.S. Court of Appeals Judges for the Third Circuit

Chief Judge D. Brooks Smith
 Judge Theodore A. McKee
 Judge Thomas L. Ambro
 Judge Michael A. Chagares
 Judge Kent A. Jordan
 Judge Thomas M. Hardiman
 Judge Joseph A. Greenaway, Jr.
 Judge Patty Shwartz
 Judge Cheryl Ann Krause
 Judge L. Felipe Restrepo
 Judge Stephanos Bibas
 Judge David J. Porter
 Judge Paul B. Matey
 Judge Peter J. Phipps
 Judge Walter K. Stapleton
 Judge Morton I. Greenberg
 Judge Anthony J. Scirica
 Judge Robert E. Cowen
 Judge Richard L. Nygaard
 Judge Jane R. Roth
 Judge Marjorie O. Rendell
 Judge Julio M. Fuentes
 Judge D. Michael Fisher

Other Potential Parties in Interest

Centene Management Company
 Coble Group
 James Hanusa
 RCH Management LLC
 53rd Ave East Medical Center, P.A.
 Manasota Medical Management Consultants, Inc
 FTI Consulting, Inc.

Schedule B to Rundell Declaration

List of Additional Parties

Hygea Holdings, Inc. et al.
Supplemental List of Potential Parties in Interest

The Olga Del C. Iglesias Trust Agreement
 DLA Piper
 Coventry Health Care of FI
 Torres, Joseph, Md
 Unitedhealthcare Insurance Co
 AllCare Coventry
 AllCare Humana
 AllCare WellCare
 Allcare/Arellano
 Axiom Capital Management Inc
 CEA Group
 Centurion Asset Management Inc
 CLA - CliftonLarsonAllen
 Coventry / Aetna - Medicaid
 Coventry / Aetna - Medicare
 Curascript
 Dahan Tamayo Batson Burgos
 Don Gordon
 Erin Butler
 Fahmy/Family Medical Center
 First Harbour BCBS
 First Harbour Freedom
 Fleming PLLC
 Florida Blue - Doctors
 Gemini/VRG
 GEMRT
 Gordon Systems
 Gordon Systems / Provider Vision
 Gray Robinson
 Hanusa
 Harbour Medical Center
 Lily Craig
 Lucious Coleman, Jr.
 MartindalePreferred
 MedPlan Coventry
 PGA (Steele)
 PGSF Humana
 PGSFvmed
 Podhurst Orseck, P.A.
 Primum - put option
 Provider Vision (Don Gordon)
 Ray Quirantes - Physicians Healthcare Network
 Reyes and Reyes
 Robert Half
 RREF III/Hines
 Simply Primum Healthcare
 Withum
 Florida Department of Health
 Florida State Attorneys General
 Georgia State Attorneys General
 Occupational Safety and Health Administration (OSHA)
 U.S. Department of Justice
 U.S. Department of the Treasury
 U.S. Environmental Protection Agency
 U.S. Equal Employment and Opportunity Commission
 US Department of Labor
 Landmark American Insurance Company
 ProAssurance Specialty Insurance Company, Inc.
 RSUI Group, Inc.

The Continental Insurance Company
 The Travelers Indemnity Company of America
 The Travelers Indemnity Company of Connecticut
 All Care Health Networks
 Hygea Health Network, Inc.
 109 Eureka LLC
 4767 Nw 183 St LLC
 Marquez Family Inc, The
 Quintet Ventures LLC
 Carl Rosenkrantz
 Clark First Harbour
 Jim Marino
 Lacy Loar
 Protegrity Hygea
 Ray Gonzalez
 RREF III. Hygea Health Holdings
 Ted Moffly
 Toste Hygea
 Ballard Spahr
 Coffey Burlington
 DDDP Acquisition Group
 Miranda CPA
 DFB Healthcare Acquisition Corp
 Cacia Batts
 Catherine Farrell
 Cheryl Szymanski
 Claire Brady
 Danielle Gadson
 Jill Walker
 Karen Strupczewski
 Laura Haney
 Laurie Capp
 Lora Johnson
 Marquetta Lopez
 Rachel Bello
 Rachel Werkheiser
 Robert Cavello
 Sherry Scaruzzi
 AGFA Finance Corporation
 ASD Speciality Healthcare LLC DbA Besse Medical
 Barnett Bank Na
 Beckman Coulter Capital
 Beverly Bank & Trust Company Na
 Canon Financial Service Inc
 Causeway Square LLC
 Cit Small Business Lending Corporation
 Citibank Na
 Comerica Bank
 Copelco Leasing Corporation
 Corporation Service Company, As Representative (Csc)
 CT Corporation System, As Representative
 Dex Imaging Inc
 Financial Pacific Leasing Inc
 First Union Commercial Corporation
 First Union National Bank of FI
 Fmc Hospital Ltd - (Florida Medical Center)
 GE HFS LLC
 General Electric Capital Corporation
 Georgia Department of Labor
 Imagenet Consulting LLC

Greatamerica Financial Services Corporation
 Greatamerica Leasing Corporation
 Humana Hospital Biscayne
 Jpmorgan Chase Bank Na
 KMBS Business Solutions Usa Inc
 Leasing Associates of Barrington Inc
 Macquairie Us Trading LLC, As Agent
 Marlin Leasing Corp
 Mbna America (Delaware) Na
 Mckesson Corporation and its Affiliates
 Mckesson Speciality Care Distribution Joint Venture Lp
 Milner Inc
 Nationsbank, National Association (South)
 Northern Trust Na
 Philips Medical Capital (Pmc)
 Pitney Bowes Creditor Corporation
 Plaza Bank of Miami
 Pnc Equipment Finance
 Professional Bank
 Quest Diagnostics Incorporated
 Rodriguez-Duret Investment Management Corp
 Siemens Medical Solutions Usa Inc
 State of Florida
 State of Georgia
 Trans Leasing International
 Us Express Leasing Inc
 Wachovia Bank, National Association
 Western Communities Medical Group LLC
 Western Equipment Finance Inc
 Christine Green
 David Villagrana
 Diane Giordano
 Dion Wynn
 Edith A. Serrano
 Holly Dice
 James R. O'Malley
 Jeffrey Heck
 Karen Starr
 Lauren Attix
 Michael Panacio
 Ramona Vinson
 Robert Agarwal
 Shakima L. Dortch
 Access
 Accountemps
 ADP, LLC (Automatic Data Processing)
 Alexander Medical Spa, P.A.
 Allergan USA, Inc
 Allertech Laboratories
 American Public Life Insurance Company
 Amtrust North America, Inc.
 Ballard Spahr, LLP
 Blalock & Walters, PA
 Broward County Tax Collector
 Caine & Weiner
 Capital City Consulting, LLC
 Capital Forensics, Inc.
 Clifton Larson Allen LLP
 Coble Health Group, Inc.
 Coffey Burlington, P.L.

ColoHouse
 Copysmart LLC
 CT Solutions South, Inc.
 Curascript SD
 DAS Health Ventures, Inc.
 Diamond Diagnostics, Inc.
 Doctoris Healthcare Solution Inc.
 Dorsey & Whitney, LLP
 eClinicalWorks, LLC
 Eddy Gibbons Cleaning Service
 EdgeMed Healthcare Solutions, Inc
 ElectroMed Solutions LLC
 Favian Mayans Cal, CPC, CPMA
 Financial Pacific Leasing, Inc.
 Flagler West Corporate Center, LLC
 Florida Blue
 Florida Dept. of Revenue - Child Support State Disbursement Unit
 FTI Consulting, Inc.
 Galium Palm Square, LLC
 Georgia Dept. of Labor
 Global Medical Supplies & Equipment LLC
 Greenberg Traurig P.A.
 H&CO Advisors
 Haber Law, P.A.
 HBST Enterprises, Inc.
 Health Fusion
 HealthExcel, Ltd.
 Holland & Knight, LLP
 Humana Care Plan
 ImageNet Consulting
 Innovative Clinical Partners
 Insight Global, LLC
 Insight Imaging, LLC (dba Videre Diagnostics)
 IPFS Corporation
 Iron Mountain
 IT Professional Business Solutions
 Ivan L. Ayala, M.D., P.A.
 J.L. Quality Companies of Florida
 Joyfuljane Inc.
 Kaempfer Crowell Ltd.
 Kroll Discovery
 Leaf Commercial Capital, Inc.
 Levine, Kellogg, Lehman, Schneider & Grossman LLP
 McGovern & Greene, LLP
 McKesson Medical Surgical Supplies
 Medical Time Plaza
 Medicus
 Mev Studios
 Microsoft
 Mnp, LLP
 Mohawk Metrowest LP
 North General Center of Medicine
 Orellano, LLC
 Pablo Urbandt, M.D
 Palmetto 103 Properties
 PerfectServe, Inc.
 Physicians Healthcare Network Inc

Physicians Practice Management Assoc. (IHR)
Practice Alliance LLC
ProAssurance Casualty Company
ProMD Practice Management, Inc. (dba ProMD Medical
Billing & Collections)
Provider Vision
Quill Corporation
Radey Thomas Yon & Clark, P.A. (dba Radey Law Firm)
Refine USA, LLC
Robert Half International Inc. (dba Robert Half Mgmt
Resources)
Rodriguez Trueba & Co., CPA, P.A.
Romanello Consulting, LLC
Rx Ultrasound Resources, Inc.
Santiago Freire
SCIO Health Analytics
Simpson, Uchitel & Wilson, LLP
Staff Care, Inc.
Stericycle, Inc.
Strategic Management Services, LLC
Tabas & Soloff, P.A.
Torys LLP
United Medical Industries
United States Treasury
Unum Life Insurance Company of America
Ver Ploeg & Marino, P.A.
Vstock Transfer, LLC
W.B. Mason
WellStar Atlanta Medical Center
Wesoloski Carlson, P.A

Schedule C to Rundell Declaration

Connections to Potential Parties in Interest

Hygea Holdings Corp.

Current and Former Clients of A&M and/or its Affiliates¹

4front Capital Partners, Inc.
ADP, LLC
Aetna
AGFA Finance Corporation
Allergan USA, Inc.
American Express Business Finance Corp.
Amtrust North America, Inc.
Arthur J. Gallagher & Co.
AT&T
Bank of America NA
Canon Financial Service Inc.
Cardinal Health
Centene Management Company
Cigna Healthcare of Florida Inc.
CIT Small Business Lending Corporation
Citibank NA
City National Bank
CNA Financial Corporation
Comcast
Comerica Bank
Community Health System
De Lage Landen Financial Services Inc.
Devoted Health, Inc.
DFB Healthcare Acquisition Corp.
Duke Energy
Epiq
Fifth Third Bank
Florida Blue
FTI Consulting, Inc.
Freedom Health Inc.
Georgia Power
General Electric Capital Corporation
Humana Care Plan
Holland & Knight, LLP
ImageNet Consulting
Internal Revenue Service
Iron Mountain

JPMorgan Chase Bank NA
KMBS Business Solutions USA Inc.
Liberty Insurance Underwriters Inc.
Macquarie US Trading LLC
McKesson Corporation
Microsoft
Molina Healthcare of Florida Inc.
Nelson Mullins Riley & Scarborough
Northern Trust NA
Pfizer First Harbor Health Management
Philips Medical Capital
Pitney Bowes Creditor Corporation
PNC Equipment Finance
Quest Diagnostics Incorporated
Regions Bank
RingCentral
Robert Half International
Scio Health Analytics
Securities & Exchange Commission
Siemens Medical Solutions USA Inc.
Spectrum
State of Florida
State of Georgia
SunTrust Bank
Travelers Indemnity Company of America
U.S. Department of Justice
U.S. Department of Labor
U.S. Environmental Protection Agency
UnitedHealthcare Insurance Co.
Unum Life Insurance Company of America
Vonage
Voyant
Wachovia Bank, NA
Wellcare Health Plans Inc.
Wells Fargo Bank, NA
Withum, Smith & Brown PC

Significant Equity Holders of Current and Former A&M Clients²

ADP, LLC

¹ A&M and/ or an affiliate is currently providing or has previously provided certain consulting or interim management services to these parties or their affiliates (or, with respect to those parties that are investment funds or trusts, to their portfolio or asset managers or their affiliates) in wholly unrelated matters.

² These parties or their affiliates (or, with respect to those parties that are investment funds or trusts, their portfolio or asset managers or other funds or trusts managed by such managers) are significant equity holders of clients or former clients of A&M or its affiliates in wholly unrelated matters.

Hygea Holdings Corp.

Aetna
American Express Business Finance Corp.
Amtrust North America, Inc.
Arthur J. Gallagher & Co.
AT&T
Bank of America NA
Canon Financial Service Inc.
Cigna Healthcare of Florida Inc.
Citibank NA
City National Bank
Clark, James
CNA Financial Corporation
Comcast
Comerica Bank
Community Health System
Corporation Service Company
Duke Energy
Fifth Third Bank
First Union Commercial Corporation
General Electric Capital Corporation
Georgia Dept. of Labor
Humana Care Plan
JPMorgan Chase Bank NA
Liberty Insurance Underwriters Inc.
Macquarie US Trading LLC
McKesson Corporation
Microsoft
Northern Trust NA
Optimum Healthcare Inc.
Pfizer First Harbor Health Management
PNC Equipment Finance
Quest Diagnostics Incorporated
RCH Management LLC
Regions Bank
Siemens Medical Solutions USA Inc.
Spectrum
State of Georgia
Travelers Indemnity Company of America
U.S. Department of the Treasury
Wachovia Bank, NA
Wells Fargo Bank, NA

Creditors/Noteholders in A&M Engagements³

ADP, LLC
American Express Business Finance Corp.
Bank of America NA
Beckman Coulter Capital
CIT Small Business Lending Corporation
Citibank NA
Comerica Bank
Fifth Third Bank
First Union Commercial Corporation
General Electric Capital Corporation
JPMorgan Chase Bank NA
McKesson Corporation
Philips Medical Capital
PNC Equipment Finance
Regions Bank
Siemens Medical Solutions USA Inc.
Summit Health Plan Inc.
SunTrust Bank
Wachovia Bank, NA
Wells Fargo Bank, NA

Professionals & Advisors⁴

Ballard Spahr, LLP
Cole Schotz PC
CT Corporation System
DLA Piper
Dorsey & Whitney, LLP
Epiq
FTI Consulting, Inc.
Greenberg Traurig PA

³ A&M is currently advising or has previously advised these parties or their affiliates (or, with respect to those parties that are investment funds or trusts, their portfolio or asset managers or other funds managed by such managers) as noteholders or creditors or various creditors' or noteholders' committees in which these parties or their affiliates were members or which represented the interests of these parties or their affiliates.

⁴ These professionals have represented clients in matters where A&M was also an advisor (or provided interim management services) to the same client. In certain cases, these professionals may have engaged A&M on behalf of such client.

Hygea Holdings Corp.

Holland & Knight, LLP
Levine Kellogg Lehman Schneider &
Grossman LLP
MNP
Nelson Mullins Riley & Scarborough
Pitney Bowes Creditor Corporation
Robert Half International
Torys LLP

Significant Joint Venture Partners⁵

AT&T
Citibank NA
General Electric Capital Corporation
Macquarie US Trading LLC
Microsoft
Siemens Medical Solutions USA Inc.

Board Members⁶

Clark, James
Marino, James
Steele, William
Williams, Richard

A&M Vendors⁷

Accountemps
ADP, LLC
Aetna
American Express Business Finance Corp.
AT&T
Ballard Spahr, LLP
Bank of America NA
Cigna Healthcare of Florida Inc.
Citibank NA
De Lage Landen Financial Services Inc.

DLA Piper
Dorsey & Whitney, LLP
General Electric Capital Corporation
Greenberg Traurig PA
ImageNet Consulting
Iron Mountain
JPMorgan Chase Bank NA
KMBS Business Solutions USA Inc.
Liberty Insurance Underwriters Inc.
Microsoft
MNP, LLP
Nationsbank, NA
Pitney Bowes Creditor Corporation
PNC Equipment Finance
Quill Corporation
Robert Half International
Securities & Exchange Commission
Travelers
Unum Life Insurance Company of America
W.B. Mason
Wachovia Bank, NA
Wells Fargo Bank, NA

⁵ These parties or their affiliates are significant joint venture partners of other clients or former clients of A&M or its affiliates in wholly unrelated matters.

⁶ These parties or their affiliates are board members of other clients or former clients of A&M or their affiliates in wholly unrelated matters.

⁷ These parties or their affiliates provide or have provided products, goods and/or services (including but not limited to legal representation) to A&M and/or its affiliates