

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

In re:)	Chapter 11
)	
GULF COAST HEALTH CARE, LLC, <i>et al.</i> , ¹)	Case No. 21-11336 (KBO)
)	
Debtors.)	Jointly Administered
)	
)	Obj. Deadline: 11/16/21 at 4:00 p.m. (ET)
)	Hrg. Date: 11/23/21 at 10:00 a.m. (ET)

**NOTICE OF HEARING ON APPLICATION OF DEBTORS
FOR ENTRY OF ORDER AUTHORIZING THE RETENTION AND
EMPLOYMENT OF EPIQ CORPORATE RESTRUCTURING, LLC AS
ADMINISTRATIVE ADVISOR EFFECTIVE AS OF THE PETITION DATE**

TO: (a) the United States Trustee for the District of Delaware; (b) proposed counsel to the Committee; (c) counsel for the Omega Entities; (d) counsel for New Ark Capital, LLC; (e) counsel for Barrow Street Capital LLC and its affiliates; (f) counsel for Eagle Arc Partners LLC (f/k/a BM Eagle Holdings); (g) the United States Attorney for the District of Delaware; (h) the Internal Revenue Service; (i) the Securities and Exchange Commission; (j) the Centers for Medicare and Medicaid Services; and (k) all parties entitled to notice pursuant to Local Rule 2002-1(b).

PLEASE TAKE NOTICE that, on November 2, 2021, the above-captioned debtors and debtors-in-possession (collectively, the “**Debtors**”) filed the *Application of Debtors for Entry of Order Authorizing the Retention and Employment of Epiq Corporate Restructuring, LLC as Administrative Advisor Effective as of the Petition Date* (the “**Application**”) with the United States Bankruptcy Court for the District of Delaware (the “**Court**”).

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, and served upon (a) Gulf Coast Health Care, LLC, c/o Ankura Consulting Group, LLC, 485 Lexington Avenue, 10th Floor, New York, NY 10017 (Attn: M. Benjamin Jones); (b) proposed counsel to the Debtors, McDermott Will & Emery LLP, 444 West Lake Street, Suite 4000, Chicago, IL 60606 (Attn: Daniel M. Simon and Emily C. Keil), and 1007 North Orange Street, 10th Floor, Wilmington, DE 19801 (Attn: David R. Hurst); (c) counsel to the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Lockbox 35, Wilmington, DE 19801 (Attn: Joseph J. McMahon, Jr.); (d) proposed counsel to the Committee, Greenberg

¹ The last four digits of Gulf Coast Health Care, LLC’s federal tax identification number are 9281. There are 62 Debtors in these chapter 11 cases, which cases are being jointly administered for procedural purposes only. A complete list of the Debtors and the last four digits of their federal tax identification numbers are not provided herein. A complete list of such information may be obtained on the website of the Debtors’ claims and noticing agent at <https://dm.epiq11.com/GulfCoastHealthCare>. The location of Gulf Coast Health Care, LLC’s corporate headquarters and the Debtors’ service address is 40 South Palafox Place, Suite 400, Pensacola, FL 32502.

Traurig LLP, 77 West Wacker Drive, Suite 3100, Chicago, IL 60601 (Attn: Nancy A. Peterman) and Terminus 200, 3333 Piedmont Road NE, Suite 2500, Atlanta, GA 30305 (Attn: David B. Kurzweil); (e) counsel for the Omega Entities, Weil Gotshal & Manges LLP, 767 Fifth Avenue, New York, NY 10153 (Attn: Gary Holtzer, Robert Lemons, and Jason Hufendick), and Ferguson Braswell Fraser Kubasta PC, 2500 Dallas Parkway, Suite 600, Plano, TX 75093 (Attn: Leighton Aiken) and Morris Nichols Arsht & Tunnell, 1201 North Market Street, 16th Floor, P.O. Box 1347, Wilmington, DE 19899 (Attn: Eric D. Schwartz); (f) counsel for New Ark Capital, LLC, DLA Piper LLP (US), 1900 N. Pearl Street, Suite 2200, Dallas, TX 75201 (Attn: James Muenker); (g) counsel for Barrow Street Capital, LLC and its affiliates, Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of the Americas, New York, NY 10019 (Attn: Kelley Cornish and Alice Eaton); and (h) counsel for Eagle Arc Partners LLC (f/k/a BM Eagle Holdings), Arent Fox LLP, 1301 Avenue of the Americas, 42nd Floor, New York, NY 10019 (Attn: George Angelich and Michael Blass), and Fenigstein & Kaufman, APC, 1900 Avenue of the Stars, Suite 2300, Los Angeles, CA 90067 (Attn: S. Jack Fenigstein), so that it is received on or before **November 16, 2021 at 4:00 p.m. (ET)**.

PLEASE TAKE FURTHER NOTICE that a hearing on the Application, if necessary, will be held on **November 23, 2021 at 10:00 a.m. (ET)** before the Honorable Karen B. Owens, United States Bankruptcy Judge, United States Bankruptcy Court for the District of Delaware, 824 Market Street, 6th Floor, Courtroom No. 3, Wilmington, Delaware 19801.

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

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Dated: Wilmington, Delaware
November 2, 2021

MCDERMOTT WILL & EMERY LLP

/s/ David R. Hurst

David R. Hurst (I.D. No. 3743)
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- and -

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

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

In re:)	Chapter 11
)	
GULF COAST HEALTH CARE, LLC, <i>et al.</i> , ¹)	Case No. 21-11336 (KBO)
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Debtors.)	Jointly Administered
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)	Obj. Deadline: 11/16/21 at 4:00 p.m. (ET)
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**APPLICATION OF DEBTORS FOR ENTRY OF ORDER
AUTHORIZING THE RETENTION AND EMPLOYMENT OF
EPIQ CORPORATE RESTRUCTURING, LLC AS ADMINISTRATIVE
ADVISOR EFFECTIVE AS OF THE PETITION DATE**

Gulf Coast Health Care, LLC (“**Gulf Coast**”) and certain of its affiliates and subsidiaries, as debtors and debtors-in-possession in the above-captioned chapter 11 cases (collectively, the “**Debtors**”), hereby seek entry of an order, substantially in the form attached hereto as **Exhibit A** (the “**Proposed Order**”), granting the relief described below. In support of this application (the “**Application**”), the Debtors submit the *Declaration of Brian Hunt in Support of Application of Debtors for Entry of Order Appointing Epiq Corporate Restructuring, LLC as Administrative Advisor Effective as of the Petition Date* (the “**Hunt Declaration**”), attached hereto as **Exhibit B**. In further support of the Application, the Debtors respectfully represent as follows:

The last four digits of Gulf Coast Health Care, LLC's federal tax identification number are 9281. There are 62 Debtors in these chapter 11 cases, which cases are being jointly administered for procedural purposes only. A complete list of the Debtors and the last four digits of their federal tax identification numbers are not provided herein. A complete list of such information may be obtained on the website of the Debtors' claims and noticing agent at <https://dm.epiq11.com/GulfCoastHealthCare>. The location of Gulf Coast Health Care, LLC's corporate headquarters and the Debtors' service address is 40 South Palafox Place, Suite 400, Pensacola, FL 32502.

RELIEF REQUESTED

1. By the Application, the Debtors respectfully request entry of the Proposed Order appointing Epiq Corporate Restructuring, LLC (“**Epiq**”) to act as administrative advisor in the Debtors’ chapter 11 cases (the “**Administrative Advisor**”).

JURISDICTION AND VENUE

2. The Court has jurisdiction to consider the Application pursuant to 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). Venue of these cases and the Application in this District is proper under 28 U.S.C. §§ 1408 and 1409.

3. The legal predicates for the relief requested herein are sections 327, 330, and 331 of title 11 of the United States Code (the “**Bankruptcy Code**”), Rules 2014(a) and 2016 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), and Rules 2014-1 and 2016-2 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “**Local Rules**”).

4. The Debtors confirm their consent, pursuant to Local Rule 9013-1(f), to the entry of a final order by the Court in connection with the Application in the event that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

BACKGROUND

I. The Chapter 11 Cases

5. On October 14, 2021 (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 for procedural purposes only.

6. The Debtors continue to operate their businesses and manage their properties as debtors and debtors-in-possession pursuant to Bankruptcy Code sections 1107(a) and 1108.

7. On October 25, 2021, the Office of the United States Trustee for the District of Delaware (the “**U.S. Trustee**”) appointed an Official Committee of Unsecured Creditors in the Chapter 11 Cases (the “**Committee**”) pursuant to Bankruptcy Code section 1102(a) [Docket No. 111]. No trustee or examiner has been appointed in the Chapter 11 Cases.

8. Additional information regarding the Debtors and the Chapter 11 Cases, including the Debtors’ business operations, capital structure, financial condition, and the reasons for and objectives of the Chapter 11 Cases, is forth in the *Declaration of M. Benjamin Jones in Support of Chapter 11 Petitions and First Day Pleadings* [Docket No. 16] (the “**First Day Declaration**”).

II. The Need for and Terms of Epiq’s Services

9. On the Petition Date, the Debtors filed an application (the “**Section 156(c) Application**”) for an order appointing Epiq as claims and noticing agent in the Chapter 11 Cases. On October 15, 2021, the Court entered an order approving the Section 156(c) Application [Docket No. 53]. The Debtors believe that administration of the Chapter 11 Cases will require Epiq to perform duties outside the scope of services covered by the Section 156(c) Application to help manage administrative tasks with respect to the thousands of creditors and other parties that are expected to be involved in the Chapter 11 Cases. Accordingly, the Debtors submit the Application to enable Epiq to provide services under the Engagement Agreement that are outside the scope of the services authorized to be provided to the Debtors by Epiq pursuant to the order approving the Section 156(c) Application.

10. The terms of Epiq's proposed retention are set forth in that certain Engagement Letter between Epiq and the Debtors, dated as of September 23, 2021 (the "**Engagement Letter**"), a copy of which is attached hereto as **Exhibit C**. Notwithstanding the terms of the Engagement Letter, the Debtors are seeking to retain Epiq solely on the terms set forth in the Application and the Proposed Order.

A. Epiq's Qualifications

11. Epiq is one of the country's leading chapter 11 administrators, with experience in noticing, claims administration, solicitation, balloting, and facilitating other administrative aspects of chapter 11 cases. Epiq has substantial experience in matters of this size and complexity, and has acted as administrative advisor in many large bankruptcy cases in this District and other districts nationwide. *See, e.g., In re Alamo Drafthouse Cinemas Holdings, LLC*, Case No. 21-10474 (MFW) (Bankr. D. Del. Mar. 3, 2021); *In re RTI Holding Company, LLC*, Case No. 20-12456 (JTD) (Bankr. D. Del. Oct. 7, 2020); *In re Town Sports International LLC*, Case No. 20-12168, (CSS) (Bankr. D. Del. Sept. 16, 2020); *In re RGNGroup Holdings, LLC*, Case No. 20-11961 (BLS) (Bankr. D. Del. Aug. 19, 2020); *In re Tonopah Solar Energy, LLC*, Case No. 20-11884 (KBO) (Bankr. D. Del. July 31, 2020); *In re Lucky Brand Dungarees, LLC*, Case No. 20-11768 (CSS) (Bankr. D. Del. July 6, 2020); *In re Advantage Holdco, Inc.*, Case No. 20-11259 (JTD) (Bankr. D. Del. May 29, 2020); *In re BroadVision, Inc.*, Case No. 20-10701 (CSS) (Bankr. D. Del. Apr. 1, 2020); *In re Earth Fare, Inc.*, Case No. 20-10256 (KBO) (Bankr. D. Del. Feb. 6, 2020); *In re Southland Royalty Company LLC*, Case No. 20-10158 (KBO) (Bankr. D. Del. Jan. 29, 2020); *In re THG Holdings LLC*, Case No. 19-11689 (JTD) (Bankr. D. Del. July 30, 2019); *In re RUI Holding Corp.*, Case No. 19-11509 (JTD) (Bankr. D. Del. July 7, 2019); *In re: HDR Holding, Inc.*, Case No. 19-11396 (MFW) (Bankr. D. Del. June 24, 2019); *In*

re Joerns WoundCo Holdings, Inc., Case No. 19-11401 (JTD) (Bankr. D. Del. June 24, 2019); *In re Insys Therapeutics*, Case No. 19-11292 (KG) (Bankr. D. Del. June 10, 2019); *In re The Weinstein Company Holdings LLC*, Case No. 18-10601 (MFW) (Bankr. D. Del. Apr. 18, 2018).

B. Scope of Services

12. Pursuant to the Engagement Letter, the Debtors seek to retain Epiq to provide, among other things, the following bankruptcy administration services, if and to the extent requested:

- (a) Assist with, among other things, solicitation, balloting, and tabulation of votes, and prepare any related reports, as required in support of confirmation of a chapter 11 plan, and in connection with such services, process requests for documents from parties-in-interest, including, if applicable, brokerage firms, bank back-offices, and institutional holders;
- (b) Prepare an official ballot certification and, if necessary, testify in support of the ballot tabulation results;
- (c) Assist with the preparation of the Debtors' schedules of assets and liabilities and statements of financial affairs, if necessary, and gather data in conjunction therewith;
- (d) Provide a confidential data room, if requested;
- (e) Manage and coordinate any distributions pursuant to a chapter 11 plan, if requested; and
- (f) Provide such other processing, solicitation, balloting, and other administrative services described in the Engagement Letter, but not included in the Section 156(c) Application, as may be requested from time to time by the Debtors, the Court, or the Office of the Clerk of the Court.

C. Compensation

13. The fees Epiq will charge in connection with providing services to the Debtors are set forth in the Engagement Letter. The Debtors respectfully submit that Epiq's rates are competitive and comparable to the rates its competitors charge for similar services. Indeed, the Debtors conducted a review and competitive comparison of other firms and reviewed the rates of

other firms before selecting Epiq as Administrative Advisor. The Debtors believe Epiq's rates are reasonable given the quality of Epiq's services and its professionals' bankruptcy expertise. Additionally, Epiq will seek reimbursement from the Debtors for reasonable expenses in accordance with the terms of the Engagement Letter.

14. Epiq intends to apply to the Court for allowance of compensation and reimbursement of expenses incurred after the Petition Date in connection with the services it provides as Administrative Advisor pursuant to the Engagement Letter. Epiq will comply with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any orders entered in the Chapter 11 Cases regarding professional compensation and reimbursement of expenses.

15. On October 8, 2021, the Debtors provided Epiq a retainer in the amount of \$25,000. Epiq seeks to first apply the retainer to all prepetition invoices, after which the retainer shall be replenished to the original retainer amount of \$25,000 and, thereafter, to hold the retainer as security for payment of Epiq's final invoice for services rendered and expenses incurred pursuant to the Engagement Letter. Also, as discussed in more detail in the Hunt Declaration, on October 8, 2021, the Debtors provided Epiq payment in the amount of \$100,000, which was the amount of fees and expenses that Epiq estimated it would incur before the Petition Date.

16. Under the terms of the Engagement Letter, the Debtors have agreed, subject to certain exceptions, to indemnify, defend, and hold harmless Epiq and its affiliates, parent, officers, members, directors, agents, representatives, managers, consultants, and employees, under certain circumstances specified in the Engagement Letter, except in circumstances resulting from Epiq's gross negligence or willful misconduct or as otherwise provided in the

Engagement Letter or the Proposed Order. The Debtors believe that such an indemnification obligation is customary, reasonable, and necessary to retain the services of an Administrative Advisor in the Chapter 11 Cases.

D. Epiq's Disinterestedness

17. As set forth in the Hunt Declaration, Epiq has reviewed its electronic database to determine whether it has any relationships with the creditors and parties-in-interest identified by the Debtors and, except as disclosed in the Hunt Declaration, Epiq is a "disinterested person" within the meaning of Bankruptcy Code section 101(14), as required by Bankruptcy Code section 327(a), and does not hold or represent an interest adverse to the Debtors' estates in connection with any matter on which it would be employed.

18. As further set forth in the Hunt Declaration, Epiq believes that it does not have any relationships with creditors or other parties-in-interest in the Chapter 11 Cases that would present a disqualifying conflict of interest. Epiq has advised the Debtors that, to the extent that Epiq discovers any connection with any interested party or enters into any new relationship with any interested party, Epiq will promptly supplement its disclosure to the Court.

BASIS FOR RELIEF REQUESTED AND APPLICABLE AUTHORITY

19. Bankruptcy Code section 327(a) provides that a debtor, subject to Court approval:

[M]ay employ one or more attorneys, accountants, appraisers, auctioneers, or other professional persons, that do not hold or represent an interest adverse to the estate, and that are disinterested persons, to represent or assist the [debtor] in carrying out the [debtor]'s duties under this title.

11 U.S.C. § 327(a).

20. Bankruptcy Rule 2014(a) requires that an application for retention include:

[S]pecific facts showing the necessity for the employment, the name of the [firm] to be employed, the reasons for the selection, the professional services to be rendered, any proposed arrangement

for compensation, and, to the best of the applicant's knowledge, all of the [firm's] connections with the debtor, creditors, any other party-in-interest, their respective attorneys and accountants, the United States trustee, or any person employed in the office of the United States trustee.

Fed. R. Bankr. P. 2014.

21. In light of the size and complexity of the Chapter 11 Cases, the Debtors respectfully submit that retaining and employing Epiq pursuant to the terms of the Engagement Letter is necessary and in the best interests of the Debtors' estates and all parties-in-interest in the Chapter 11 Cases. The Debtors also believe that the terms and conditions of the Engagement Letter are reasonable in light of the anticipated high volume of creditors and other parties-in-interest that will be involved in the Chapter 11 Cases.

22. Accordingly, to help manage administrative tasks with respect to the thousands of creditors and other parties that are expected to be involved in the Chapter 11 Cases and the complexity of such cases, the Debtors respectfully request that the Court enter an order appointing Epiq as the Administrative Advisor in the Chapter 11 Cases pursuant to Bankruptcy Code sections 327(a), 330, and 331, Bankruptcy Rules 2014 and 2016, and Local Rules 2014-1 and 2016-2.

RELIEF AS OF THE PETITION DATE IS APPROPRIATE

23. In accordance with the Debtors' request, Epiq agreed to serve as Administrative Advisor on and after the Petition Date with assurances that the Debtors would seek approval of its employment and retention, effective as of the Petition Date, so that Epiq can be compensated for services rendered before approval of the Application. The Debtors believe that no party-in-interest will be prejudiced by the granting of relief as of the Petition Date as proposed in the Application because Epiq has provided, and continues to provide, valuable services to the Debtors' estates during the interim period.

24. Accordingly, the Debtors respectfully request entry of the Proposed Order authorizing the Debtors to retain and employ Epiq as Administrative Advisor effective as of the Petition Date.

NOTICE

25. The Debtors will provide notice of the Application to (a) the U.S. Trustee; (b) proposed counsel to the Committee; (c) the Internal Revenue Service; (d) the Securities and Exchange Commission; (e) the United States Attorney for the District of Delaware; (f) the Centers for Medicare & Medicaid Services; (g) counsel for the Omega Entities; (h) counsel for New Ark Capital, LLC; (i) counsel for Barrow Street Capital LLC and its affiliates; (j) counsel for Eagle Arc Partners LLC (f/k/a BM Eagle Holdings); and (k) 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

26. No prior request for the relief sought in the Application has been made to this or any other court.

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WHEREFORE, the Debtors respectfully request that the Court enter the Proposed Order, substantially in the form attached hereto as **Exhibit A**, granting the relief requested herein and such other and further relief as may be just and proper.

Dated: November 2, 2021



M. Benjamin Jones
Chief Restructuring Officer
Gulf Coast Health Care, LLC

EXHIBIT A

Proposed Order

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

In re:)	Chapter 11
)	
GULF COAST HEALTH CARE, LLC, <i>et al.</i> , ¹)	Case No. 21-11336 (KBO)
)	
Debtors.)	Jointly Administered
)	
)	Related to Docket No. ____
)	

**ORDER AUTHORIZING DEBTORS TO RETAIN AND
EMPLOY EPIQ CORPORATE RESTRUCTURING, LLC AS
ADMINISTRATIVE ADVISOR EFFECTIVE AS OF THE PETITION DATE**

Upon the application (the “**Application**”)² of the Debtors for entry of an order (this “**Order**”) appointing Epiq Corporate Restructuring, LLC (“**Epiq**”) as administrative advisor (“**Administrative Advisor**”) in the Chapter 11 Cases effective as of the Petition Date in accordance with the Engagement Letter, all as more fully set forth in the Application; and the Court being satisfied that Epiq has the capability and experience to provide the services described in the Application, Epiq does not hold or represent an interest adverse to the Debtors or their estates related to any matter for which Epiq will be employed, and Epiq is a “disinterested person” as defined in Bankruptcy Code section 101(14); and upon the Hunt Declaration; and the Court having jurisdiction over this matter pursuant to 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; and the matter being a core proceeding within the

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

meaning of 28 U.S.C. § 157(b)(2); and venue of this proceeding and the Application in this District being proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court being able to issue a final order consistent with Article III of the United States Constitution; and due and sufficient notice of the Application having been given under the particular circumstances; and it appearing that no other or further notice is necessary; and it appearing that the relief requested in the Application is in the best interests of the Debtors, their estates, their creditors, and other parties-in-interest; and after due deliberation thereon; and good and sufficient cause appearing therefor; it is hereby

ORDERED, ADJUDGED, AND DECREED that:

1. The Application is granted as set forth herein.
2. The Debtors are authorized, but not directed, to retain Epiq as Administrative Advisor under Bankruptcy Code section 327(a) effective as of the Petition Date under the terms of the Engagement Letter as modified herein, and Epiq is authorized to perform the bankruptcy administration services described in the Application and set forth in the Engagement Letter and to take such other action to comply with all duties set forth in the Application.
3. Epiq shall apply to the Court for allowance of its compensation and reimbursement of expenses incurred after the Petition Date in accordance with Bankruptcy Code sections 330 and 331, the Bankruptcy Rules, the Local Rules, and any orders entered in the Chapter 11 Cases regarding professional compensation and reimbursement of expenses. For avoidance of doubt, notwithstanding anything in the Application or the Engagement Letter to the contrary, Epiq shall seek reimbursement of expenses at the cost which it paid for same.
4. Epiq may apply its retainer to all prepetition invoices, which retainer shall be replenished to the original retainer amount of \$25,000, and thereafter Epiq may hold the retainer

during the Chapter 11 Cases as security of payment of Epiq's final invoice for services rendered and expenses incurred under the Engagement Letter.

5. The Debtors are authorized to indemnify Epiq under the terms of the Engagement Letter, subject to the following modifications:

- a. Epiq shall not be entitled to indemnification, contribution, or reimbursement pursuant to the Engagement Letter for services other than the services provided under the Engagement Letter, unless such services and the indemnification, contribution, or reimbursement therefor are approved by the Court.
- b. Notwithstanding anything to the contrary in the Engagement Letter, the Debtors shall have no obligation to indemnify Epiq, or provide contribution or reimbursement to Epiq, for any claim or expense that is either: (i) judicially determined (the determination having become final) to have arisen from Epiq's gross negligence, willful misconduct, or fraud; (ii) for a contractual dispute in which the Debtors allege the breach of Epiq's contractual obligations if the Court determines that indemnification, contribution, or reimbursement would not be permissible pursuant to applicable law; or (iii) settled before a judicial determination under (i) or (ii), but determined by the Court, after notice and a hearing, to be a claim or expense for which Epiq should not receive indemnity, contribution, or reimbursement under the terms of the Engagement Letter as modified by this Order.
- c. If, before the earlier of (i) the entry of an order confirming a chapter 11 plan in the Chapter 11 Cases (that order having become a final order no longer subject to appeal) or (ii) the entry of an order closing the Chapter 11 Cases, Epiq 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 Letter (as modified by this Order), including without limitation the advancement of defense costs, Epiq must file an application therefor in the Court, and the Debtors may not pay any such amounts to Epiq, before the entry of an order by the Court approving the payment. This paragraph is intended only to specify the period of time under which the Court shall have jurisdiction over any request by Epiq for indemnification, contribution, or reimbursement, and not a provision limiting the duration of the Debtors' obligation to indemnify Epiq. All parties-in-interest shall retain the right to object to any demand by Epiq for indemnification, contribution, or reimbursement.

6. Notwithstanding anything to the contrary in the Engagement Agreement, for services rendered pursuant to this Order, paragraph eight of the Engagement Agreement (titled “Limitation of Liability”) shall have no force or effect during the Chapter 11 Cases.

7. Notwithstanding any term in the Engagement Letter to the contrary, the Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation of this Order and the Epiq engagement.

8. Notice of the Application as provided therein shall be deemed good and sufficient notice of such Application and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

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

10. In the event of any inconsistency between the Engagement Letter, the Application, and this Order, this Order shall govern.

11. The Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, or enforcement of this Order.

EXHIBIT B

Hunt Declaration

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

In re:)	
)	Chapter 11
GULF COAST HEALTH CARE, LLC, <i>et al.</i> , ¹)	
)	Case No. 21-11336 (KBO)
Debtors.)	
)	Jointly Administered
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**DECLARATION OF BRIAN HUNT IN SUPPORT OF
APPLICATION OF DEBTORS FOR ENTRY OF ORDER
AUTHORIZING THE RETENTION AND EMPLOYMENT OF EPIQ
CORPORATE RESTRUCTURING, LLC AS ADMINISTRATIVE
ADVISOR EFFECTIVE AS OF THE PETITION DATE**

I, Brian Hunt, being duly sworn, state the following under penalty of perjury and that the following is true and correct to the best of my knowledge, information, and belief:

1. I am a Consulting Director with Epiq Corporate Restructuring, LLC (“**Epiq**”), with offices located at 777 3rd Ave., 12th Floor, New York, NY 10017. I am authorized to submit this declaration (the “**Declaration**”) in support of the *Application of Debtors for Entry of Order Appointing Epiq Corporate Restructuring, LLC as Administrative Advisor Effective as of the Petition Date* (the “**Application**”).² Except as otherwise noted, I have personal knowledge of the matters set forth herein, and if called and sworn as a witness, I could and would testify competently thereto.

¹ The last four digits of Gulf Coast Health Care, LLC’s federal tax identification number are 9281. There are 62 Debtors in these chapter 11 cases, which cases are being jointly administered for procedural purposes only. A complete list of the Debtors and the last four digits of their federal tax identification numbers are not provided herein. A complete list of such information may be obtained on the website of the Debtors’ claims and noticing agent at <https://dm.epiq11.com/GulfCoastHealthCare>. The location of Gulf Coast Health Care, LLC’s corporate headquarters and the Debtors’ service address is 40 South Palafox Place, Suite 400, Pensacola, FL 32502.

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

2. Epiq is one of the country's leading chapter 11 administrators, with experience in noticing, claims administration, solicitation, balloting, and facilitating other administrative aspects of chapter 11 cases. Epiq has substantial experience in matters of this size and complexity, and has acted as the official administrative advisor in many large bankruptcy cases pending in this District and other districts nationwide. *See, e.g., In re Alamo Drafthouse Cinemas Holdings, LLC*, Case No. 21-10474 (MFW) (Bankr. D. Del. Mar. 3, 2021); *In re RTI Holding Company, LLC*, Case 20-12456 (JTD) (Bankr. D. Del. Oct. 7, 2020); *In re Town Sports International LLC*, Case No. 20-12168, (CSS) (Bankr. D. Del. Sept. 16, 2020); *In re RGNGroup Holdings, LLC*, Case No. 20-11961 (BLS) (Bankr. D. Del. Aug. 19, 2020); *In re Tonopah Solar Energy, LLC*, Case No. 20-11884 (KBO) (Bankr. D. Del. July 31, 2020); *In re Lucky Brand Dungarees, LLC*, Case No. 20-11768 (CSS) (Bankr. D. Del. July 6, 2020); *In re Advantage Holdco, Inc.*, Case No. 20-11259 (JTD) (Bankr. D. Del. May 29, 2020); *In re BroadVision, Inc.*, Case No. 20-10701 (CSS) (Bankr. D. Del. Apr. 1, 2020); *In re Earth Fare, Inc.*, Case No. 20-10256 (KBO) (Bankr. D. Del. Feb. 6, 2020); *In re Southland Royalty Company LLC*, Case No. 20-10158 (KBO) (Bankr. D. Del. Jan. 29, 2020); *In re THG Holdings LLC*, Case No. 19-11689 (JTD) (Bankr. D. Del. July 30, 2019); *In re RUI Holding Corp.*, Case No. 19-11509 (JTD) (Bankr. D. Del. July 7, 2019); *In re: HDR Holding, Inc.*, Case No. 19-11396 (MFW) (Bankr. D. Del. June 24, 2019); *In re Joerns WoundCo Holdings, Inc.*, Case No. 19-11401 (JTD) (Bankr. D. Del. June 24, 2019); *In re Insys Therapeutics*, Case No. 19-11292 (KG) (Bankr. D. Del. June 10, 2019); *In re The Weinstein Company Holdings LLC*, Case No. 18-10601 (MFW) (Bankr. D. Del. Apr. 18, 2018).

3. As Administrative Advisor, Epiq will perform the bankruptcy administration services specified in the Application and the Engagement Letter. In performing such services, Epiq will charge the Debtors the rates set forth in the Engagement Letter.

4. Epiq is a “disinterested person” as that term is defined in Bankruptcy Code section 101(14), in that Epiq and its professional personnel:

- (a) are not creditors, equity security holders, or insiders of the Debtors;
- (b) are not and were not, within two years before the date of the filing of the Chapter 11 Cases, directors, officers, or employees of the Debtors; and
- (c) do 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.

5. If Epiq’s proposed retention is approved by the Court, Epiq will not accept any engagement or perform any service for any entity or person related to the Chapter 11 Cases, other than the Debtors, without the prior approval of the Court. Epiq may, however, provide professional services to entities or persons that may be creditors or parties-in-interest in the Chapter 11 Cases, which services do not relate to, or have any direct connection with, the Chapter 11 Cases or the Debtors.

6. Epiq represents that:

- (a) it will not consider itself employed by the United States government and will not seek any compensation from the United States government in its capacity as the Administrative Advisor;
- (b) by accepting employment in the Chapter 11 Cases, Epiq waives any right to receive compensation from the United States government in its capacity as the Administrative Advisor;
- (c) in its capacity as the Administrative Advisor, Epiq will not be an agent of the United States and will not act on behalf of the United States; and

- (d) Epiq will not employ any past or present employees of the Debtors in connection with its work as the Administrative Advisor in the Chapter 11 Cases.

7. In connection with the preparation of this Declaration, I caused to be submitted for review by our conflicts system the names of all known potential parties-in-interest (the “**Potential Parties-in-Interest**”) in the Chapter 11 Cases, which parties are listed on **Schedule 1** hereto. The list of Potential-Parties-in-Interest was provided by the Debtors and included, among other parties, the Debtors, the Debtors’ non-Debtor affiliates, current and former directors and officers of the Debtors, the Debtors’ secured creditors and other lenders, the Debtors’ 40 largest unsecured creditors on a consolidated basis, and other parties-in-interest in the Chapter 11 Cases. The results of the conflict check were compiled and reviewed by Epiq professionals under my supervision. To the extent that Epiq’s conflicts check has revealed that certain Potential Parties-in-Interest were current or former clients of Epiq, these parties have been identified on a list annexed hereto as **Schedule 2** (the “**Client Match List**”). At this time, and as set forth in further detail herein, Epiq is not aware of any connection that would present a disqualifying conflict of interest. Epiq currently serves, or in the past may have served, in a neutral capacity as claims, noticing, balloting, and/or solicitation agent for these parties or related parties. However, given Epiq’s neutral position as claims and noticing agent or administrative advisor in its cases, the Chapter 11 Cases, or any other cases, Epiq does not view such relationship as a real or potential conflict. Accordingly, to the best of my knowledge, Epiq and each of its employees are “disinterested persons,” as that term is defined in Bankruptcy Code section 101(14), and neither Epiq nor any of its employees hold or represent an interest adverse to the Debtors’ estates related to any matter for which Epiq will be employed.

8. To the best of my knowledge, neither Epiq nor any of its personnel have any relationship with the Debtors that would impair Epiq’s ability to serve as Administrative

Advisor. I am not related or connected to, and, to the best of my knowledge, no other employees of Epiq are related or connected to any United States Bankruptcy Judge or District Judge for the District of Delaware or the United States Trustee for the District of Delaware or to any employee in the offices thereof. Epiq may have relationships with certain of the Debtors' creditors as vendors or in connection with cases in which Epiq serves or has served in a neutral capacity as administrative advisor for another chapter 11 debtor. To the best of my knowledge, such relationships are completely unrelated to the Chapter 11 Cases. Epiq's personnel may have relationships with some of the Debtors' creditors or other parties-in-interest. To the best of my knowledge, however, such relationships, to the extent they exist, are of a personal financial nature and completely unrelated to the Chapter 11 Cases. Epiq has, and will continue to represent clients in matters unrelated to the Chapter 11 Cases. In addition, Epiq has had, and will continue to have, relationships in the ordinary course of its business with certain vendors, professionals, and other parties-in-interest that may be involved in the Chapter 11 Cases in matters unrelated to the Chapter 11 Cases.

10. Epiq is a wholly owned subsidiary of Epiq Systems, Inc., which is corporate parent to certain companies that provide integrated technology products and services to the legal profession for electronic discovery, class action settlements, financial transactions, chapter 7 and 13 bankruptcy, litigation, and regulatory compliance. Given the legal and operational separateness of Epiq from its affiliates and the administrative nature of the services performed by such companies, Epiq does not believe that a conflict would arise solely from any relationship or claim of an Epiq affiliate or its corporate parent.

11. Epiq Systems, Inc. is a wholly owned subsidiary of Document Technologies, LLC ("DTI"), a global legal process outsourcing company, which is an ultimate wholly owned

subsidiary of DTI Topco, Inc. (“**DTI Topco**”). DTI Topco is a privately-held entity with majority ownership held by OMERS Administration Corporation (“**OAC**”), the administrator of the OMERS pension funds, and managed by OMERS Private Equity Inc. (“**OPE**”, which together with OAC are referred to as “**OMERS**”), and funds managed by Harvest Partners, LP (“**Harvest**”), a leading private equity investment firm.

12. Neither DTI, DTI Topco, OMERS, nor Harvest are currently identified on the Potential Parties-in-Interest list. However, the following disclosure is made out of an abundance of caution and in an effort to comply with the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules.

13. Designees of OMERS and Harvest are members of the Board of Directors of DTI Topco (“**Parent Board Designees**”). No designees of OMERS or Harvest are members of the Board of Directors of DTI or Epiq, or any other subsidiaries of DTI. Further, Epiq has the following restrictions in place (collectively, the “**Barrier**”): (a) prior to the Debtors commencing the Chapter 11 Cases, Epiq did not share the names or any other information identifying the Debtors with DTI, DTI Topco, OMERS, Harvest, or the Parent Board Designees; (b) Epiq has not and will not furnish any material nonpublic information about the Debtors to DTI, DTI Topco, OMERS, Harvest, or the Parent Board Designees; (c) no DTI, DTI Topco, OMERS, or Harvest personnel, including the Parent Board Designees, work on Epiq client matters or have access to Epiq client information, client files, or client personnel; (d) no DTI, DTI Topco, OMERS, or Harvest personnel, including the Parent Board Designees, work in Epiq’s offices; (e) other than the Parent Board Designees, Epiq operates independently from DTI, DTI Topco, OMERS, and Harvest, including that it does not share any employees, officers, or other management with OMERS or Harvest, has separate offices in separate buildings, and has

separate IT systems; and (f) no Epiq executive or employee is a director, officer, or employee of OMERS or Harvest (or vice versa other than the Parent Board Designees).

14. Epiq has searched the names of DTI, DTI Topco, OMERS, and Harvest against the Debtors and the Potential Parties-in-Interest list provided by the Debtors. Based solely on the foregoing search, Epiq has determined, to the best of its knowledge, that there are no connections. Because of any applicable securities laws and the fact that Epiq operates independently from DTI, DTI Topco, OMERS, and Harvest, prior to the Petition Date, Epiq was unable to further investigate with either OMERS or Harvest, to the extent necessary, any potential or actual connection between either OMERS or Harvest and the Debtors and the Potential Parties-in-Interest.

15. In addition, after the Petition Date, Epiq requested that DTI, DTI Topco, OMERS, and Harvest search the names of the Debtors against OMERS' and Harvest's respective private equity investments. Based solely on the foregoing searches, Epiq has determined, to the best of its knowledge, that there are no connections. To the extent Epiq learns of any connections involving such entities and/or such investments with the Debtors, Epiq will promptly file a supplemental disclosure.

16. Based on, among other things, the business separation between Epiq, DTI, DTI Topco, OMERS, and Harvest, and in light of the administrative nature of the services proposed to be performed by Epiq for the Debtors, Epiq believes that it does not hold or represent an interest adverse to the Debtors.

17. To the extent that Epiq discovers any connection with any interested party or enters into any new relationship with any interested party, Epiq will promptly supplement its disclosure to the Court.

18. Subject to the Court's approval, the Debtors have agreed to compensate Epiq for professional services rendered pursuant to Bankruptcy Code section 327(a) in connection with the Chapter 11 Cases according to the terms and conditions of the Engagement Letter. As referenced in the Application and the Engagement Letter, the Debtors and Epiq have agreed to a pricing schedule, which is attached to the Engagement Letter. Epiq intends to apply to the Court for allowance of compensation and reimbursement of expenses incurred after the Petition Date in connection with the services it provides as Administrative Advisor pursuant to the Engagement Letter. Epiq will comply with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any orders entered in the Chapter 11 Cases regarding professional compensation and reimbursement of expenses.

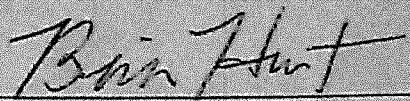
19. Before the Petition Date, the Debtors provided Epiq a retainer in the amount of \$25,000. Epiq requests that it be permitted to hold the full amount of the retainer as security for payment of Epiq's final invoice for services rendered and expenses incurred pursuant to the Engagement Letter. Any portion of the retainer not applied to Epiq's final invoice will be promptly returned to the Debtors.

20. On October 8, 2021, the Debtors provided Epiq payment in the amount of \$100,000, which was the amount of fees and expenses that Epiq estimated it would incur before the Petition Date. After Epiq reconciled its billing records after the Petition Date, the \$100,000 payment was applied in full to Epiq's fees and expenses for prepetition services.

21. The services provided by Epiq will be administrative in nature, and Epiq will not provide services in the nature of legal representation and/or advice to the Debtors.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that, to the best of my knowledge and after reasonable inquiry, the foregoing is true and correct.

Dated: November 2, 2021
New York, New York



Brian Hunt
Epiq Corporate Restructuring, LLC
777 3rd Avenue, 12th Floor
New York, New York 10017

SCHEDULE 1

Potential Parties-in-Interest

Debtors

Holding Companies

Florida Facilities, LLC
GCH Management Services, LLC
Gulf Coast Facilities, LLC
Gulf Coast Health Care, LLC
Gulf Coast Master Tenant Holdings, LLC
Gulf Coast Master Tenant I, LLC
Gulf Coast Master Tenant II, LLC
Gulf Coast Master Tenant III, LLC
HUD Facilities, LLC
Pensacola Administrative Holdings, LLC
Pensacola Administrative Services, LLC

Operating Companies

AL Citronelle, LLC (d/b/a Citronelle Health and Rehabilitation Center)
AL Willow Tree, LLC (d/b/a Willow Trace Health and Rehabilitation Center)
Brevard Oaks Center, LLC (d/b/a Viera del Mar Health and Rehabilitation Center)
FL HUD Baybreeze, LLC (d/b/a Bay Breeze Senior Living and Rehabilitation Center)
FL HUD Bayside, LLC (d/b/a Bayside Health and Rehabilitation Center)
FL HUD Destin, LLC (d/b/a Grand Blvd. Health and Rehabilitation Center)
FL HUD Margate, LLC (d/b/a Margate Health and Rehabilitation Center)
FL HUD Pensacola, LLC (d/b/a Specialty Health and Rehabilitation Center)
FL HUD Rosewood, LLC (d/b/a Rosewood Healthcare and Rehabilitation Center)
FL HUD Silvercrest, LLC (d/b/a Silvercrest Health and Rehabilitation Center)
MF Debary, LLC (d/b/a Debary Health and Rehabilitation Center)
MF Flagler, LLC (d/b/a Flagler Health and Rehabilitation Center)
MF Halifax, LLC (d/b/a Coastal Health & Rehabilitation)

MF Heritage, LLC (d/b/a Heritage Park Health and Rehabilitation Center)
MF Lake Eustis, LLC (d/b/a Lake Eustis Health and Rehabilitation Center)
MF Longwood, LLC (d/b/a Longwood Health and Rehabilitation Center)
MF Oakwood, LLC (d/b/a Parkside Health and Rehabilitation Center)
MF Winter Park, LLC (d/b/a The Rehabilitation Center of Winter Park)
MS Greenbough, LLC (d/b/a Greenbough Health and Rehabilitation Center)
MS HUD Boyington, LLC (d/b/a Boyington Health and Rehabilitation Center)
MS HUD Dixie, LLC (d/b/a Pass Christian Health and Rehabilitation Center)
MS HUD Ocean Springs, LLC (d/b/a Ocean Springs Health and Rehabilitation Center)
MS HUD Pine View, LLC (d/b/a Pine View Health and Rehabilitation Center)
MS Lakeside, LLC (d/b/a Lakeside Health and Rehabilitation Center)
MS Shelby, LLC (d/b/a Shelby Health and Rehabilitation Center)
MS Singing, LLC (d/b/a Singing River Health and Rehabilitation Center)
NF Brynwood, LLC (d/b/a Brynwood Health and Rehabilitation Center)
NF Chipola, LLC (d/b/a Chipola Health and Rehabilitation Center)
NF Escambia, LLC (d/b/a Olive Branch Health and Rehabilitation Center)
NF Glen Cove, LLC (d/b/a Glencove Health and Rehabilitation Center)
NF Manor, LLC (d/b/a Seaside Health and Rehabilitation Center)
NF Nine Mile, LLC (d/b/a De Luna Health and Rehabilitation Center)
NF Panama, LLC (d/b/a Panama City Health and Rehabilitation Center)
NF Pensacola Manor, LLC (d/b/a Arcadia Health & Rehabilitation Center)

NF River Chase, LLC (d/b/a Riverchase Health and Rehabilitation Center)
 NF Suwannee, LLC (d/b/a Suwannee Health and Rehabilitation Center)
 NF Windsor, LLC (d/b/a Windsor Health and Rehabilitation Center)
 SC-GA2018 Cobblestone Rehabilitation and Healthcare Center, LLC (d/b/a Cobblestone Rehabilitation and Healthcare Center)
 SF Berkshire, LLC (d/b/a Berkshire Manor)
 SF Boynton, LLC (d/b/a Ventura Health and Rehabilitation Center)
 SF Brevard, LLC (d/b/a The Rehabilitation Center of Lake City)
 SF Carnegie, LLC (d/b/a Wave Crest Health and Rehabilitation Center)
 SF Fountainhead, LLC (d/b/a Fountainhead Care Center)
 SF Glen Oaks, LLC (d/b/a Glen Oaks Health and Rehabilitation Center)
 SF Kissimmee, LLC (d/b/a Oaks of Kissimmee Health and Rehabilitation Center)
 SF Lake Placid ALF, LLC (d/b/a Southern Lifestyle Senior Living Center)
 SF Lake Placid, LLC (d/b/a Lake Placid Health and Rehabilitation Center)
 SF Oakbrook, LLC (d/b/a Oakbrook Health and Rehabilitation Center)
 SF Royal Manor, LLC (d/b/a Royal Palm Beach Health and Rehabilitation Center)
 SF Salerno, LLC (d/b/a Salerno Bay Health and Rehabilitation Center)
 SF Tampa, LLC (d/b/a Accentia Health and Rehabilitation Center of Tampa Bay)

Debtor Affiliates

Barrow Street Real Estate Fund III, L.P.
 BSREF III Parallel Investor I, LLC
 BSREF III Parallel Investor II, L.P.
 BSREF III Parallel Investor III, L.P.
 BSREF III Parallel Investor IV, LLC
 BSREF III Parallel Investor V, L.P.
 Descendents Delta GST Trust
 GCMTH II, LLC
 Gulf Coast Health Care Holdings, LLC

HS Delta GST Trust #1
 HS Delta GST Trust #2
 JS Delta GST Trust
 PAH II, LLC
 Southeast Admin Holdings, LLC
 Southeast MT Holdings, LLC
 Southeast US Holdings, LLC
 Southeast Master Holdings, LLC

Secured Lenders

New Ark Capital, LLC
 OHI Asset Funding (DE), LLC
 Housing & Healthcare Finance, LLC

Omega Landlords

Carnegie Gardens LLC
 CSE Pine View LLC
 Dixie White Nursing Home, LLC
 Greenbough, LLC
 Marianna Holdings, LLC
 Ocean Springs Nursing Home, LLC
 OHI Asset (FL) Eustis, LLC
 OHI Asset (FL) Lake City, LLC
 OHI Asset (FL) Lake Placid, LLC
 OHI Asset (FL) Melbourne, LLC
 OHI Asset (FL) Pensacola – Hillview, LLC
 OHI Asset (FL) Pensacola – Nine Mile, LLC
 Panama City Nursing Center LLC
 Pensacola Real-Estate Holdings I, LLC
 Pensacola Real-Estate Holdings II, LLC
 Pensacola Real-Estate Holdings III, LLC
 Pensacola Real-Estate Holdings IV, LLC
 Pensacola Real-Estate Holdings V, LLC
 Skyler Boyington, LLC
 Skyler Florida, LLC
 Skyler Maitland LLC
 Skyler Pensacola, LLC
 Suwannee, LLC

Blue Mountain Landlords

3401 Main Street MS LLC
 191 Highway 511 East MS LLC
 1108 Church Street MS LLC
 101 Cobblestone Trace GA LLC

Subordinated Seller Note Parties

Delta Health Group, LLC
Cordova Rehab, LLC
Pensacola Health Trust, LLC

Current and Former Officers

Brett Barnett
Eric Roth
James Richardson
James Richardson
Julie Gutzmann
Kimberly A. Warnecke
Mitchell Starer
Nicholas Chermayeff
Robert F. Greenhill, Jr.
Sheryl A. Wolf
Steven Lebowitz

Chapter 11 Professionals

Ankura Consulting Group, LLC
DLA Piper LLP (US)
Ferguson Braswell Fraser Kubasta PC
FTI Consulting, Inc.
Greenberg Traurig LLP
McDermott Will & Emery LLP
Morris, Nichols, Arsht, & Tunnell LLP
Neubert, Pepe & Monteith, P.C.
Paul, Weiss, Rifkind, Wharton & Garrison
LLP
Weil Gotshal & Manges LLP

Patient Care Ombudsman

Daniel T. McMurray

Ordinary Course Professionals

Allen Norton & Blue, P.A.
GrayRobinson, P.A.
Franson, Iseley & Associates, P.A.
Hall Booth Smith, P.C.
Law Offices of John A. Williams, PLLC
Lewis Brisois Bisgaard & Smith, LLP
PKF O'Connor Davies, LLP
Ostrow Reisin Berk & Abrams, Ltd.
Quintairos, Prieto, Wood & Boyer, P.A.
Wise Carter Child & Caraway

Bankruptcy Court Judges for the District of Delaware

Ashley M. Chan
Brendan L. Shannon
Christopher S. Sontchi
Craig T. Goldblatt
J. Kate Stickle
John T. Dorsey
Karen B. Owens
Laurie Selber Silverstein
Mary F. Walrath

District Court Judges for the District of Delaware

Christopher J. Burke
Colm F. Connolly
Jennifer L. Hall
Leonard P. Stark
Mary Pat Thyng
Maryellen Noreika
Richard G. Andrews
Sherry R. Fallon

U.S. Trustee Office for the District of Delaware

Benjamin Hackman
David Buchbinder
Hannah M. McCollum
Jane Leamy
Joseph Cudia
Joseph McMahon
Juliet Sarkessian
Linda Casey
Linda Richenderfer
Richard Schepacarter
Rosa Sierra
T. Patrick Tinker
Timothy J. Fox, Jr.

Banks

Atlantic Union Bank
First Federal Savings Bank
Great Southern Bank
Regions Bank
Southern Bancorp

SunTrust Bank
TD Bank, N.A.
Wells Fargo Bank, N.A.

Utility Providers

AT&T
Atmos Energy
Brask Mall Services II
Brevard County Board Commissioners
Bright House Networks
C Spire Business Solutions
CASS Information Systems, Inc.
CenterPoint Energy
CenturyLink
Chickasawhay Natural Gas District
City of Cocoa, FL
City of Crestview, FL
City of Daytona Beach, FL
City of Eustis, FL
City of Gulf Breeze, FL
City of Gulfport, MS
City of Lake City, FL
City of Live Oak FL
City of Margate, FL
City of Marianna, FL
City of Melbourne, FL
City of Moss Point
City of Moultrie, GA
City of Ocean Springs, MS
City of Panama City, FL
City of Pass Christian
City of Pensacola, FL
City of Quitman, MS
City of Shelby, MS
City of Waynesboro, MS
City of Winter Park, FL
Clarksdale Public Utilities MS
Coker Fuel, Inc.
Colquitt EMC, GA
Comcast
Container Rental Co, Inc.
Cox Business
Crexendo
Deep South Containers
DIRECTV
Dish

Duke Energy
East Mississippi Electric Power Assoc.
Emerald Coast Utilities Authority
ENGIE Insight Services Inc. (d/b/a ENGIE Impact)
Entergy Mississippi, Inc.
Florida City Gas
Florida Power & Light Company
Florida Public Utilities
Gulf Power
Interconn Resources, LLC
Level 3 Communications, LLC
Mediacom
Mid South Waste Disposal, Inc.
Mississippi Power
NewWave Communications
Okaloosa Gas District, FL
Orlando Waste Paper Co, Inc.
Regional Utilities of Walton County
Republic Services
SAT Star Communications
Singing River Electric Cooperative
South Walton Utility Co
Sparklight
Stericycle, Inc.
Teco Peoples Gas
Town of Lake Placid, FL
Uniti Fiber
Verizon
Verizon Business
Verizon Rapid Delivery
Volusia County Water & Sewer
Waste Connections of Florida
Waste Management
Waste Pro
Waste Pro - Meridian
Windstream
Windstream Communications
WM Compactor Solutions Inc.

Employee Benefit Providers

Anthem, Inc.
Baker Tilly US, LLP
Benefit Express Services, LLC
Delta Dental
Fidelity Investments

First Stop Health, LLC
LifeWorks US, Inc.
Lincoln Financial Group
MetLife, Inc.
Vision Service Plan, Inc.

Insurance Carriers

Allied World Surplus Lines Insurance Co.
AmRisc, LLC
Cobbs Allen Capital LLC (d/b/a CAC Specialty)
Hartford Steam Boiler Inspection and Insurance Co.
Hiscox Ltd.
Ironshore Specialty Insurance Co.
Travelers Casualty and Surety Company of America
Zurich American Insurance Co.

Employment Agencies

Amidon Nurse Staffing, LLC
Care Stat, Inc.
Careerstaff Unlimited, LLC
CMS Professional Staffing
Elite Medical Staffing
Gale Healthcare Solutions
Precision Healthcare Staffing, LLC
Superior Medical Staffing, LLC
The Rose Group, Inc.

Unions

1119 SEIU, United Healthcare Workers East
International Brotherhood of Electrical Workers
United Food & Commercial Workers Union

Taxing Authorities

The Agency for Health Care Administration (AHCA)
Bay County, Florida
Bolivar County, Mississippi
Bradford County, Florida
Brevard County, Florida
Broward County, Florida
The Centers for Medicare & Medicaid Services (CMS)

City of Clearwater, Florida
City of Daytona Beach, Florida
City of Gulfport, Mississippi
City of Longwood, Florida
City of Monticello, Florida
City of Panama City, Florida
City of Waynesboro, Mississippi
Clarke County, Mississippi
Coahoma County, Mississippi
Columbia County, Florida
Delaware Secretary of State
Escambia County, Florida
Flagler County, Florida
Florida Department of Financial Services
Florida Department of Health
Florida Department of Revenue
Florida Department of State
Florida Department of Transportation
Gadsden County, Florida
Georgia Department of Community Health (DCH)
Georgia Secretary of State
Harrison County, Mississippi
Hendry County, Florida
Highlands County, Florida
Internal Revenue Service (IRS)
Jackson County, Florida
Jackson County, Mississippi
Jefferson County, Florida
Lake County, Florida
Martin County, Florida
Mississippi Department of Revenue
Mississippi State Board of Pharmacy
Mississippi State Department of Health
Okaloosa County, Florida
Orange County, Florida
Osceola County, Florida
Palm Beach County, Florida
Pasco County, Florida
Pinellas County, Florida
Santa Rosa County, Florida
Seminole County, Florida
Suwannee County, Florida
Volusia County, Florida
Walton County, Florida
Wayne County, Mississippi

Vendors

Acadian Ambulance Services
 Advance Geriatrics & Primary Care, LLC
 Advantage IQ Facilities
 AdventHealth Lab
 American Express
 American Health Associates
 Baptist Health Care Corporation
 Baptist Healthcare
 Base10 Genetics
 Beecher Carlson Insurance Services, LLC
 Brisk Coffee Co., Inc.
 Centers for Medicare & Medicaid Services
 CMS Professional Transport, Inc.
 Coast Diagnostics, LLC
 Commercial & Coin Laundry
 Council for Senior Floridians
 Cox Lawn & Landscape, Inc.
 CRD Consultants, LLC
 Crestview Hospital Corporaton
 Crowe, LLP
 Crown Bakeries, LLC
 Crown Health Care Laundry Services
 Curaspan, Inc.
 Dialyze Direct
 Direct Supply
 Dr. Jackie McHenry II
 Dr. Stephen Giorgianni, DO PLLC
 Ecolab, Inc.
 Edwards Roofing Co., Inc.
 Empyre Landscaping, LLC
 Family Podiatry
 FEDEX
 Florida Health Care Association
 Florida Medical Transport, Inc.
 Gilmore Moving & Storage, Inc.
 Gordon Food Service, Inc.
 Grainger
 Halcyon Rehabilitation, LLC
 HD Supply FM
 Health Care Navigator LLC
 Heroman Services Plant Company
 HMS Purchasing, LLC
 Internal Medicine & Geriatrics, P.A.
 Iron Mountain Records Management
 James Thomas Peoples

Joerns Healthcare, LLC
 Johnson & Blanton
 L. Pugh & Associates, Inc.
 Leopard Transport of Central Florida, LLC
 Luis F. Gutierrez M.D., LLC
 Managed Care Consultants of Florida, Inc.
 Matchwell, Inc.
 Matt Carlson, LLC
 Maven Health Partners, LLC
 Medicaid Done Right, LLC
 Medical Imaging, Inc.
 Medical Parts Source, Inc.
 Medline Industries
 Mel Bay Health Care
 Millenia Claims Management
 Mitchell Technology Services, Inc.
 MSM Acquisitions, Inc.
 New Dairy Opco, LLC
 North Sunflower Medical Center
 Nutrition Systems Consulting
 Omnicare, Inc.
 Osceola Supply, Inc.
 P20 Global Holdings, Inc.
 Pafford Medical Services of Mississippi, Inc.
 Performance Health Supply, Inc.
 Physician Services Group of FL, LLC
 Pitney Bowes Global Financial Services, LLC
 PMA Insurance Group
 PointClickCare Technologies, Inc.
 Portable Medical Diagnostics, LLC
 Powersecure Service, Inc.
 Prime Care Technologies, Inc.
 Property Valuation Services, LLC
 PwC Holdings No.21, LLC
 RDM Professionals Services, Inc.
 RJ Young Company, LLC
 Sacred Heart Health System, Inc.
 SIB Fixed Cost Reduction Company, LLC
 Singing River Hospital System
 SNF Receivable Solutions, LLC
 Specialized Medical Services, Inc.
 Sperduto & Associates, Inc.
 Staples Advantage
 Stellar Transport, Inc.

Steven S. Donchey, M.D. P.A.
Sunshine State Health Plan, Inc.
Symphony Diagnostics Services No. 1, LLC
Taqi, Mohammad
Telehealth Solutions
The Home Depot Pro (d/b/a Supplyworks)
United Healthcare Community Plan
Vantagen, LLC
Vista Clinical Diagnostics, LLC
WellCare Health Plans
Wiginton Fire Systems

Litigation Parties

Alfred Brennan
Alfred Meyer
Alonzo Johnson
Altiba Steel
Alverda Dunn
Andrew Reilly
Angela Jones
Anna Cilinski
Annie Thompson
Archie Morrison
Arjewel Hill
Arthur Montana
Barbara Birnie
Barbara Curry
Barbara Schubert
Beatrice Jones
Bernice Barmak
Bobbie Jo Torres
Bonnie Mahalak
Boyd Keifer
Bret Goodwin
Brian Fitzgerald
Brownel Flanders
Bruce Horton
Calvin Lanier
Carlos Colom Colon
Carmen Gorgal
Carment Tollinchi
Carolette Smith
Caroline Foote-Johnson
Carolos Labo
Carolyn Turner
Cecilia Portal

Charles Jurceka
Charlie Davis
Clara Lunsford
Clovers Bell
Colom Colon
Concetta Tumbleson
Cristal Jones
Daniel Hebert
David Smith
Deborah Deleeuw
Debra McClain
Delores Campbell
Derris Buck
Diane Berry
Domenica Castellano
Donald Leclerc
Donald Winn
Doris Etress
Dorothy McLachlan
Dorothy Weber
Earlene Register
Eddie Lewis
Edgel Grimm
Edward Sanders
Elizabeth Brown
Elzina Frazier
Emma Everett
Eric Wery
Erich Henkel
Ermelindo Cuevas
Esperanza Arvelo
Esther Torn
Ethel Radford
Eugene Johnson
Eva Polnitz
Eva Weeks
Evelyn Reynolds
Flora Mae Brown
Frances Einstein
Freddie Johnson
Fredia Malone
Gabriel Cintron
Gaspere Chiofalo
George Kirkland
George Waller
Glenn Voigt

Glenna Nutter
Gloria Massey
Harry Johnson
Hazel Stansel
Helen Aldridge
Helen Biegalski
Helene Berner
Henry Norman
Henry Smart
Hubert Pearson
Ilene Reibstein
Irena Osterman
Irene Kitchell
James Boykin
James Buners
James Dial
James Kelly
James Miller
James Mitchell
James T. Johnson
Janie Clark
Jerry Moore
Jessie McCray
Jimmy Lott
Joan Ross
Joanne Kintz
Joanne Nixon
Joel Garfield
John Allen Perry
John Gibbs
John Gramling
Johnnie Wright
Jon-Faye Tinsley
Josephine Rollins
Judith Risner
Karen Speziale
Kathleen Valdez
Kathy Wright
Katlyn Barker
Keith Ward
Kendall Moore
Kia Hill
Le Tran
Leatha Holland
Leoa Washington
Leroy Bailey

Lillie Johnson
Lois Dixon
Louis Kraus
Louis Pertesis James
Luberta Curtis
Lula Holmes
Luzell Moorer
Marie Raymond
Marion Parker
Marjorie Levy
Mark Sampson
Marlene Sklar
Mary Dallas
Mary Douglas
Mary Jane Johnson
Mary Johnson
Mary Spence
Mary Turk
Michael Gordon
Miriam Serio
Mona Beasley
Norvell Brown
Nurith Cohen
Ola Vaughn
Ouida Gibson
Patricia Miller
Patricia Seals
Paul Eskew
Penola Coffey
Peter Smith
Raymond Sawe
Richard Ike
Richard Olivi
Robert Einstein
Robert Johnson
Robert Reeves
Robert Self
Robert Wilsher
Robin Lee
Rodney Leonard
Rosella Baber
Ruth Robinson
Sadie Morris
Sandra Colvin
Sandra Groves
Sandra Santiago

Sara Ullaury
Sharon Taylor
Shelena Hazelton
Shelley Tambling
Shirley Craft
Sidney Cason
Stacey Knauer
Stephanie Wright
Sue Hughlett
Sydney Cason
Sylvane Sylvain
Thelma Taylor
Viola Day
Virginia Johnson
Virginia Tolbert
Walker Brady
Walter Brady
Weldon Jones
William Albeck
Willie Coleman
Yolen Bressan
Yvette Mildore
Zella Milsap

SCHEDULE 2**Client Match List**

Name	Relationship to Debtors
Allied World Surplus Lines Insurance Co.	Insurance Carriers
American Express	Vendors
Anthem, Inc.	Employee Benefit Providers
AT&T	Utility Providers
Atmos Energy	Utility Providers
Baptist Health Care Corporation	Vendors
Bright House Networks	Utility Providers
CenturyLink	Utility Providers
Comcast	Utility Providers
Delta Dental	Employee Benefit Providers
DIRECTV	Utility Providers
Dish	Utility Providers
DLA Piper LLP (US)	Chapter 11 Professionals
Duke Energy	Utility Providers
Ecolab, Inc.	Vendors
Entergy Mississippi, Inc.	Utility Providers
FedEx	Vendors
Florida Department of Transportation	Taxing Authorities
Florida Power & Light Company	Utility Providers
FTI Consulting, Inc.	Chapter 11 Professionals
Grainger	Vendors
Greenberg Traurig LLP	Chapter 11 Professionals
Hartford Steam Boiler Inspection and Insurance Co.	Insurance Carriers
Hiscox Ltd.	Insurance Carriers
Ironshore Speciality Insurance Co.	Insurance Carriers
Joerns Healthcare, LLC	Vendors
Level 3 Communications, LLC	Utility Providers
Medlines Industries	Vendors
Metlife, Inc.	Employee Benefit Providers
Portable Medical Diagnostics, LLC	Vendors
Regions Bank	Banks
Republic Services	Utility Providers
Staples Advantage	Vendors
Stericycle, Inc.	Utility Providers
SunTrust Bank	Banks
Symphony Diagnostics Services No. 1, LLC	Vendors
TD Bank, N.A.	Banks
Travelers Casualty and Surety Company of America	Insurance Carriers
Verizon	Utility Providers

Verizon Business	Utility Providers
Waste Connections of Florida	Utility Providers
Waste Management	Utility Providers
Windstream	Utility Providers
Windstream Communications	Utility Providers
Wells Fargo Bank, N.A.	Banks

EXHIBIT C

Engagement Letter



EPIQ CORPORATE RESTRUCTURING

STANDARD SERVICES AGREEMENT

This Standard Services Agreement is being entered into by and between the undersigned parties, referred to herein as “Epiq” and “Client” as of the Effective Date, as defined below. In consideration of the premises herein contained and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

General Terms and Conditions

1. Services.

In accordance with the charges, terms and conditions contained in this agreement and in the schedule(s) attached hereto (collectively, the “Agreement”), Epiq agrees to furnish Client with the services set forth on the Services Schedule hereto (the “Services”) in connection with a corporate restructuring. Services will be provided on an as needed basis and upon request or agreement of Client. Charges for the Services will be based on the pricing schedule provided to Client hereto (the “Pricing Schedule”). The Pricing Schedule sets forth individual unit pricing for each of the Services provided by Epiq and represents a bona fide proposal for that Service. Client may request separate Services or all of the Services reflected in the Pricing Schedule.

2. Term.

This Agreement shall become effective on the date of its acceptance by both Epiq and Client; provided, however, Epiq acknowledges that Bankruptcy Court approval of its engagement may be required in order for Epiq to be engaged in a chapter 11 proceeding. The Agreement shall remain in effect until terminated: (a) by Client, on thirty (30) days’ prior written notice to Epiq and, to the extent Epiq has been retained by Bankruptcy Court order, entry of an order of the Bankruptcy Court discharging Epiq; or (b) by Epiq, on ninety (90) days’ prior written notice to Client and, to the extent Epiq has been retained by Bankruptcy Court order, entry of an order of the Bankruptcy Court discharging Epiq.

3. Charges.

- 3.1 For the Services and materials furnished by Epiq under this Agreement, Client shall pay the fees, charges and costs set forth in the Pricing Schedule subject to any previously agreed upon discount if applicable. Epiq will bill Client monthly. All invoices shall be due and payable upon receipt.
- 3.2 Epiq reserves the right to make reasonable increases to the unit prices, charges and professional service rates reflected in the Pricing Schedule on an annual basis effective January 2, 2022. If such annual increases exceed 10% from the prior year’s level, Epiq shall provide sixty (60) days’ prior written notice to Client of such proposed increases.



- 3.3 Client agrees to pay Epiq for all materials necessary for performance of the Services under this Agreement (other than computer hardware and software) and any reasonable out of pocket expenses including, without limitation, transportation, long distance communications, printing, photocopying, fax, postage and related items.
- 3.4 Client shall pay or reimburse all taxes applicable to services performed under this Agreement and, specifically, taxes based on disbursements made on behalf of Client, notwithstanding how such taxes may be designated, levied or based. This provision is intended to include sales, use and excise taxes, among other taxes, but is not intended to include personal property taxes or taxes based on net income of Epiq.
- 3.5 Client shall pay to Epiq any actual charges (including fees, costs and expenses as set forth in the Pricing Schedule) related to, arising out of or resulting from any Client error or omission. Such charges may include, without limitation, print or copy re-runs, supplies, long distance phone calls, travel expenses and overtime expenses for work chargeable at the rates set forth on the Pricing Schedule.
- 3.6 In the event of termination pursuant to Section 2 hereof, Client shall be liable for all amounts then accrued and/or due and owing to Epiq under the Agreement.
- 3.7 To the extent permitted by applicable law, Epiq shall receive a retainer in the amount of \$25,000 (the "Retainer") that may be held by Epiq as security for Client's payment obligations under the Agreement. The Retainer is due upon execution of this Agreement. Epiq shall be entitled to hold the Retainer until the termination of the Agreement. Following termination of the Agreement, Epiq shall return to Client any amount of the Retainer that remains following application of the Retainer to the payment of unpaid invoices.

4. Confidentiality.

Client data provided to Epiq during the term of this Agreement in connection with the Services ("Client Data") shall be maintained confidentially by Epiq in the same manner and to the same level as Epiq safeguards data relating to its own business; provided, however, that if Client Data is publicly available, was already in Epiq's possession or known to it, was required to be disclosed by law, was independently developed by Epiq without use or reference to any Client Data, or was rightfully obtained by Epiq from a third party, Epiq shall bear no responsibility for public disclosure of such data. Client agrees that Epiq shall not be liable for damages or losses of any nature whatsoever arising out of the unauthorized acquisition or use of any Client Data or other Client materials provided to Epiq in the performance of this Agreement.

5. Title to Property.

Epiq reserves all property rights in and to all materials, concepts, creations, inventions, works of authorship, improvements, designs, innovations, ideas, discoveries, know-how, techniques, programs, systems and other information, including, without limitation, data processing programs, specifications, applications, processes, routines, sub-routines, procedural manuals and documentation furnished or



developed by Epiq for itself or for use by Client (collectively, the “Property”). Charges paid by Client do not vest in Client any rights to the Property, it being expressly understood that the Property is made available to Client under this Agreement solely for Client's use during and in connection with each use of the Epiq equipment and services. Client agrees not to copy or permit others to copy any of the Property.

6. Disposition of Data.

- 6.1 Client is responsible for the accuracy of the programs and Client Data it provides or gives access to Epiq and for the output resulting from such data. Client shall initiate and maintain backup files that would allow Client to regenerate or duplicate all programs and Client Data which Client provides or gives access to Epiq. Client agrees, represents and warrants to Epiq that, prior to delivery of any Client Data to Epiq, it has full authority to deliver Client Data to Epiq. Client agrees, represents and warrants to Epiq that it has obtained binding consents, permits, licenses and approvals from all necessary persons, authorities or individuals, and has complied with all applicable policies, regulations and laws, required by Client, in order to allow Epiq to use all Client Data delivered to it in connection with its Services. Epiq shall not be liable for, and Client accepts full responsibility for, any liability or obligation with respect to Client Data prior to Epiq's receipt, including without limitation, any liability arising during the delivery of Client Data to Epiq.
- 6.2 Any Client Data, programs, storage media or other materials furnished by Client to Epiq in connection with this Agreement (collectively, the “Client Materials”) may be retained by Epiq until the services provided pursuant to this Agreement are paid for in full, or until this Agreement is terminated with the services provided herein having been paid for in full. Client shall remain liable for all out of pocket charges incurred by Epiq under this Agreement as a result of any Client Materials maintained by Epiq. Epiq shall dispose of Client Materials in the manner requested by Client (except to the extent disposal may be prohibited by law). Client agrees to pay Epiq for reasonable expenses incurred as a result of the disposition of Client Materials. Epiq reserves the right to dispose of any Client Materials if this Agreement is terminated without Client's direction as to the return or disposal of Client Materials or Client has not paid all charges due to Epiq for a period of at least ninety (90) days; provided, however, Epiq shall provide Client with thirty (30) days' prior written notice of its intent to dispose of such data and media.

7. Indemnification.

Client shall indemnify, defend and hold Epiq, its affiliates, parent, and each such entity's officers, members, directors, agents, representatives, managers, consultants and employees (each an “Indemnified Person”) harmless from and against any and all losses, claims, damages, liabilities, costs (including, without limitation, costs of preparation and attorneys' fees) and expenses as incurred (collectively, “Losses”), to which any Indemnified Person may become subject or involved in any capacity arising out of or relating to this Agreement or Epiq's rendering of services pursuant hereto, regardless of whether any of such Indemnified Persons is a party thereto, other than Losses resulting solely from Epiq's gross negligence or willful misconduct. Without limiting the generality of the foregoing, “Losses” includes any liabilities resulting from claims by third persons against any Indemnified Person. Client and Epiq shall notify the other party in writing promptly of the



commencement, institution, threat, or assertion of any claim, action or proceeding of which Client is aware with respect to the services provided by Epiq under this Agreement. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of Client, and shall survive the termination of this Agreement until the expiration of all applicable statutes of limitation with respect to Epiq's liabilities.

8. Limitation of Liability

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, THIS SECTION SHALL CONTROL.

(a) EACH PARTY AND ITS RESPECTIVE AGENTS SHALL NOT HAVE ANY OBLIGATION OR LIABILITY TO THE OTHER PARTY OR TO ANY THIRD PARTY (WHETHER IN TORT, EQUITY, CONTRACT, WARRANTY OR OTHERWISE AND NOTWITHSTANDING ANY FAULT, NEGLIGENCE, PRODUCT LIABILITY, OR STRICT LIABILITY IN ACCORDANCE WITH APPLICABLE LAW, RULE OR REGULATION) FOR ANY INDIRECT, GENERAL, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO BUSINESS INTERRUPTION, LOST WAGES, BUSINESS OR PROFITS, OR LOSS OF DATA INCURRED BY CLIENT OR ANY OTHER PERSON, ARISING OUT OF RELATING TO THIS AGREEMENT, OR ANY USE, INABILITY TO USE OR RESULTS OF USE OF THE SERVICES OR SOFTWARE OR OTHERWISE, EVEN IF SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) EPIQ SHALL NOT BE LIABLE TO CLIENT FOR ANY LOSSES REGARDLESS OF THEIR NATURE THAT ARE CAUSED BY OR RELATED TO A FORCE MAJEURE EVENT.

(c) THE TOTAL LIABILITY OF EACH PARTY AND ITS AGENTS TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ALL LOSSES ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE SERVICES SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY THE CLIENT TO EPIQ FOR THE PARTICULAR SERVICES WHICH GAVE RISE TO THE LOSSES IN THE IMMEDIATE SIX (6) MONTHS PRIOR TO THE DATE OF THE ACTION GIVING RISE TO THE ALLEGED LOSS.

9. Representations / Warranties.

Epiq makes no representations or warranties, express or implied, including, without limitation, any implied or express warranty of merchantability, suitability, fitness or adequacy for a particular purpose or use, quality, productiveness or capacity.

10. Confidential On-Line Workspace

Upon request of Client, Epiq shall be authorized to: (a) establish a confidential on-line workspace with an outside vendor in connection with the provision of its services to Client pursuant to this Agreement; and (b) with the consent of Client and/or its designees, publish documents and other information to such



confidential workspace. By publishing documents and other information to this confidential workspace in accordance with the foregoing, Epiq shall not be considered in violation of any of the provisions of this Agreement, including, but not limited to, Section 4 (Confidentiality).

11. General

- 11.1 No waiver, alteration, amendment or modification of any of the provisions of this Agreement shall be binding upon either party unless signed in writing by a duly authorized representative of both parties.
- 11.2 This Agreement may not be assigned by Client without the express written consent of Epiq, which consent shall not be unreasonably withheld. The services provided under this Agreement are for the sole benefit and use of Client, and shall not be made available to any other persons.
- 11.3 This Agreement shall be governed by the laws of the State of New York, without regard to that state's provisions for choice of law. Client and Epiq agree that any controversy or claim arising out of or relating to this Agreement or the alleged breach thereof shall be settled by mandatory, final and binding arbitration before the American Arbitration Association in New York, New York and such arbitration shall comply with and be governed by the rules of the American Arbitration Association, provided that each party may seek interim relief in court as it deems necessary to protect its confidential information and intellectual property rights. Any arbitration award rendered pursuant to this provision shall be enforceable worldwide.
- 11.4 The parties hereto agree that this Agreement is the complete and exclusive statement of the agreement between the parties which supersedes all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this Agreement.
- 11.5 Client will use its best efforts to cooperate with Epiq at Client's facilities if any portion of the Services requires its physical presence thereon.
- 11.6 In no event shall Epiq's Services constitute or contain legal advice or opinion, and neither Epiq nor its personnel shall be deemed to practice law hereunder.
- 11.7 Except for Client's obligation to pay fees, expenses and charges hereunder when due, neither party shall be in default or otherwise liable for any delay in or failure of its performance under this Agreement to the extent such delay or failure arises by reason of any act of God, any governmental requirement, act of terrorism, riots, epidemics, flood, strike, lock-out, industrial or transportation disturbance, fire, lack of materials, war, event of force majeure, or other acts beyond the reasonable control of a performing party.
- 11.8 This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.
- 11.9 All clauses and covenants in this Agreement are severable; in the event any or part of them are held invalid or unenforceable by any court, such clauses or covenants shall be valid and enforced



to the fullest extent available, and this Agreement will be interpreted as if such invalid or unenforceable clauses or covenants were not contained herein. The parties are independent contractors and, except as expressly stated herein, neither party shall have any rights, power or authority to act or create an obligation on behalf of the other party.

- 11.10 Notices to be given or submitted by either party to the other, pursuant to this Agreement, shall be sufficiently given or made if given or made in writing and sent by hand delivery, overnight or certified mail, postage prepaid, and addressed as follows:

If to Epiq:

Epiq Corporate Restructuring, LLC
777 Third Avenue, 12th Floor
New York, New York 10017
Attn: Robert A. Hopen

If to Client:

Gulf Coast Health Care, LLC
c/o Ankura Consulting Group, LLC
New York, NY 10017
Attn: M. Benjamin Jones

With a copy to:

McDermott Will & Emery LLP
1180 Peachtree St. NE, Suite 3350
Atlanta, GA 30309
Attn: Daniel M. Simon

- 11.11 Invoices sent to Client should be delivered to the following address:

Gulf Coast Health Care, LLC
c/o Health Care Navigator LLC
2 Bridge Street, Suite 210
Irvington, NY 10533
Attn: Julie Gutzmann

Email: jgutzmann@hcnavigator.net

- 11.12 The "Effective Date" of this Agreement is September 23, 2021.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

EPIQ CORPORATE RESTRUCTURING, LLC

A handwritten signature in black ink, appearing to read "Robert A. Hopen".

Name: Robert A. Hopen

Title: President

CLIENT

By: A handwritten signature in black ink, appearing to read "B. Barnett".

Name: Brett Barnett

Title: President



SERVICES SCHEDULE

SCHEDULES/STATEMENT PREPARATION

- Assist the Debtors with administrative tasks in the preparation of their bankruptcy Schedules of Assets and Liabilities (“Schedules”) and Statements of Financial Affairs (“Statements”), including (as needed):
 - Coordinate with the Client and its advisors regarding the Schedules and Statements process, requirements, timelines and deliverables.
 - Create and maintain databases for maintenance and formatting of Schedules and Statements data.
 - Coordinate collection of data from Client and advisors.
 - Provide data entry and quality assurance assistance regarding Schedules and Statements, including, specifically, the creation of Schedule G.

CLAIMS MANAGEMENT

- Maintain copies of all proofs of claim and proofs of interest filed (in hard copy and electronic form).
- Provide a secure on-line tool through which creditors can file proofs of claim and related documentation, eliminating costly manual intake, processing and data entry of paper claims and ensuring maximum efficiency in the claim-filing process.
- Create and maintain electronic databases for creditor/party in interest information provided by the debtor (e.g., creditor matrix, Schedules and Statements of Assets and Liabilities) and creditors/parties in interest (e.g., proof of claim/interests).
- Process all proofs of claim/interest submitted.
- Provide access to the public for examination of copies of the proofs of claim or interest without charge during regular business hours.
- Maintain official claims registers, including, among other things, the following information for each proof of claim or proof of interest:
 - Name and address of the claimant and any agent thereof, if the proof of claim or proof of interest was filed by an agent;
 - Date received;
 - Claim number assigned; and
 - Asserted amount and classification of the claim.



- Create and maintain a website with general case information, key documents, claim search function, and mirror of ECF case docket.
- Transmit to the Clerk's office a copy of the claims registers on a monthly basis, unless requested by the Clerk's office on a more or less frequent basis or, in the alternative, make available the claims register on-line.
- Implement necessary security measures to ensure the completeness and integrity of the claims registers.
- Record all transfers of claims pursuant to Bankruptcy Rule 3001(e) and provide notice of such transfers as required by Bankruptcy Rule 3001(e).
- Maintain an up-to-date mailing list for all entities that have filed a proof of claim, proof of interest or notice of appearance, which list shall be available upon request of a party in interest or the Clerk's office.

NOTICING

- Prepare and serve required notices in these Chapter 11 cases, including:
 - Notice of the commencement of these Chapter 11 cases and the initial meeting of creditors under section 341(a) of the Bankruptcy Code;
 - Notice of any auction sale hearing;
 - Notice of the claims bar date;
 - Notice of objection to claims;
 - Notice of any hearings on a disclosure statement and confirmation of the plan of reorganization; and
 - Other miscellaneous notices to any entities, as the debtor or the Court may deem necessary or appropriate for an orderly administration of these Chapter 11 cases.
- After service of a particular notice - whether by regular mail, overnight or hand delivery, email or facsimile service - file with the Clerk's office an affidavit of service that includes a copy of the notice involved, a list of persons to whom the notice was mailed and the date and manner of mailing.
- Update claim database to reflect undeliverable or changed addresses.
- Coordinate publication of certain notices in periodicals and other media.



- Distribute Claim Acknowledgement Cards to creditor having filed a proof of claim/interest.

BALLOTING/TABULATION

- Provide balloting services in connection with the solicitation process for any chapter 11 plan for which a disclosure statement has been approved by the court, including (as needed):
 - Consult with Client and its counsel regarding timing issues, voting and tabulation procedures, and documents needed for the vote.
 - Review of voting-related sections of the voting procedures motion, disclosure statement and ballots for procedural and timing issues.
 - Assist in obtaining information regarding members of voting classes, including lists of holders of bonds from DTC and other entities (and, if needed, assist Client in requesting these listings).
 - Coordinate distribution of solicitation documents.
 - Respond to requests for documents from parties in interest, including brokerage firm and bank back-offices and institutional holders.
 - Respond to telephone inquiries from lenders, bondholders and nominees regarding the disclosure statement and the voting procedures.
 - Receive and examine all ballots and master ballots cast by voting parties. Date- stamp the originals of all such ballots and master ballots upon receipt.
 - Tabulate all ballots and master ballots received prior to the voting deadline in accordance with established procedures, and prepare a certification for filing with the court.

Undertake such other duties as may be requested by the Client.

CALL CENTER

- Provide state-of-the-art Call Center facility and services, including (as needed):
 - Create frequently asked questions, call scripts, escalation procedures and call log formats.
 - Record automated messaging.
 - Train Call Center staff.
 - Maintain and transmit call log to Client and advisors.



MISCELLANEOUS

- Provide such other claims processing, noticing and related administrative services as may be requested from time to time by the Client.
- Promptly comply with such further conditions and requirements as the Court may at any time prescribe.
- Comply with applicable federal, state, municipal, and local statutes, ordinances, rules, regulations, orders and other requirements.
- Provide temporary employees to the Clerk's Office to process claims, as necessary.



PRICING SCHEDULE

CLAIM ADMINISTRATION HOURLY RATES

<u>Title</u>	<u>Rates</u>
Clerical/Administrative Support	\$25.00 – \$55.00
IT / Programming	\$55.00 – \$85.00
Project Managers/Consultants/Directors	\$85.00 – \$175.00
Solicitation Consultant	\$175.00
Executive Vice President, Solicitation	\$190.00
Executives	No Charge

CLAIMS AND NOTICING RATES¹

Printing	\$0.10 per image
Personalization / Labels	WAIVED
Envelopes	VARIES BY SIZE
Postage / Overnight Delivery	AT COST AT PREFERRED RATES
E-Mail Noticing	WAIVED FOR MSL *
Fax Noticing	\$0.05 per page
Claim Acknowledgement Letter	\$0.05 per letter
Publication Noticing	Quoted at time of request

DATA MANAGEMENT RATES

Data Storage, Maintenance and Security	\$0.10 per record/month
Electronic Imaging	\$0.10 per image; no monthly storage charge
Website Hosting Fee	NO CHARGE
CD- ROM (Mass Document Storage)	Quoted at time of request

ON-LINE CLAIM FILING SERVICES

On-Line Claim Filing	NO CHARGE
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¹ Noticing via overnight delivery after traditional overnight drop-off times (e.g., 9:00 p.m. in NYC) may result in additional print charges.

*Quoted at time of request for high volume blasts to all creditors

**CALL CENTER RATES**

Standard Call Center Setup	NO CHARGE
Call Center Operator	\$55 per hour
Voice Recorded Message	\$0.34 per minute

OTHER SERVICES RATES

Custom Software, Workflow and Review Resources	Quoted at time of request
Escrow Services	Competitive interest rates
eDiscovery	Quoted at time of request, bundled pricing available
Virtual Data Room -- Confidential On-Line Workspace	Quoted at time of request
Disbursements -- Check and/or Form 1099	Quoted at time of request
Disbursements -- Record to Transfer Agent	Quoted at time of request