

**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.)	(Joint Administration Requested)
)	
)	

**APPLICATION OF DEBTORS FOR ENTRY OF ORDER
APPOINTING EPIQ CORPORATE RESTRUCTURING, LLC AS
CLAIMS AND NOTICING AGENT 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 thereof, the Debtors rely upon the *Declaration of M. Benjamin Jones in Support of Chapter 11 Petitions and First Day Pleadings* (the “**First Day Declaration**”), filed concurrently herewith. In further support of this application (the “**Section 156(c) Application**”),² the Debtors submit the *Declaration of Brian Hunt in Support of Application of Debtors for Entry of Order Appointing Epiq Corporate Restructuring, LLC as Claims and Noticing Agent Effective as of the Petition Date* (the “**Hunt Declaration**”), attached hereto as **Exhibit B**, and respectfully represent as follows:

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, for which the Debtors have requested joint administration. 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’ proposed 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 otherwise defined in the Section 156(c) Application shall have the meanings ascribed to them in the First Day Declaration.

RELIEF REQUESTED

1. By the Section 156(c) Application, the Debtors respectfully request entry of the Proposed Order appointing Epiq Corporate Restructuring, LLC (“**Epiq**”) to act as the claims and noticing agent in the Debtors’ chapter 11 cases (the “**Claims and Noticing Agent**”).

JURISDICTION AND VENUE

2. The Court has jurisdiction to consider the Section 156(c) 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 Section 156(c) Application in this District is proper under 28 U.S.C. §§ 1408 and 1409.

3. The legal predicates for the relief requested herein are section 156(c) of title 28 of the United States Code, section 105(a) of title 11 of the United States Code (the “**Bankruptcy Code**”), Rule 2002 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), Rule 2002-1(f) of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “**Local Rules**”), and the Court’s *Protocol for the Employment of Claims and Noticing Agents under 28 U.S.C. § 156(c)*, instituted by the Office of the Clerk of the Bankruptcy Court (the “**Clerk**”) on February 1, 2012 (the “**Claims Agent Protocol**”).

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 Section 156(c) 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 the date hereof (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 Debtors have requested that the Chapter 11 Cases be jointly administered.

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. To date, the Office of the United States Trustee for the District of Delaware (the “**U.S. Trustee**”) has not appointed any official committee in the Chapter 11 Cases, nor has any trustee or examiner been appointed.

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

8. The Debtors have determined that there is a need for Epiq’s services. The appointment of Epiq as the Claims and Noticing Agent in the Chapter 11 Cases will expedite the distribution of notices and the processing of claims, facilitate other administrative aspects of the Chapter 11 Cases, and relieve the Clerk of the administrative burdens.

9. 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**”),³ 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 Section 156(c) Application and the Proposed Order.

³ Epiq has agreed to provide claims and noticing services to the Debtors at the rates stated on the pricing schedule attached to the Engagement Letter. Epiq may provide such services at the same rates to counsel for any official committee appointed in these Chapter 11 Cases, and any other party-in-interest upon request.

10. By separate application, the Debtors will seek authorization to retain and employ Epiq as administrative advisor in the Chapter 11 Cases, pursuant to Bankruptcy Code section 327(a), as the administration of the Chapter 11 Cases will require Epiq to perform duties outside the scope of 28 U.S.C. § 156(c).

A. Epiq's Qualifications

11. Epiq is one of the country's leading chapter 11 administrators, with significant expertise in noticing, claims administration, soliciting, balloting, and facilitating other administrative aspects of chapter 11 cases. Epiq has acted as the claims and noticing agent in numerous recent cases of varying size and complexity, including a number of recent cases filed in this District.⁴ The Debtors believe that the appointment of Epiq as the Claims and Noticing Agent will thus serve to maximize the value of the Debtors' estates for all stakeholders.

B. Scope of Services

12. The Section 156(c) Application pertains only to the services to be performed by Epiq under the Clerk's delegation of duties permitted by 28 U.S.C. § 156(c) and Local Rule 2002-1(f). Any services to be performed by Epiq that are set forth in the Engagement Letter but outside of the scope of 28 U.S.C. § 156(c) are not covered by the Section 156(c) Application or the Proposed Order. Specifically, Epiq will perform the following tasks in its role as the Claims

⁴ 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, Inc.*, 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).

and Noticing Agent, as well as all quality control relating thereto (collectively, the “**Claims and Noticing Services**”), to the extent requested by the Debtors:

- a. Prepare and serve required notices and documents in the Chapter 11 Cases in accordance with the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules in the form and manner directed by the Debtors and/or the Court, including, if applicable, (i) notice of the commencement of the Chapter 11 Cases and the initial meeting of creditors under Bankruptcy Code section 341(a) (as applicable), (ii) notice of any claims bar date (as applicable), (iii) notices of transfers of claims, (iv) notices of objections to claims and objections to transfers of claims, (v) notices of any hearings on a disclosure statement and confirmation of the a plan or plans of reorganization, including under Bankruptcy Rule 3017(d), (vi) notice of the effective date of any plan or plans, and (vii) all other notices, orders, pleadings, publications, and other documents as the Debtors or the Court may deem necessary or appropriate for the orderly administration of the Chapter 11 Cases;
- b. Maintain an official copy of the Debtors’ schedules of assets and liabilities and statements of financial affairs (collectively, the “**Schedules**”), listing the Debtors’ known creditors and the amounts owed thereto;
- c. Maintain (i) a list of all potential creditors, equity holders, and other parties-in-interest and (ii) a “core” mailing list consisting of all parties described in Bankruptcy Rules 2002(i), (j), and (k) and those parties that have filed a notice of appearance pursuant to Bankruptcy Rule 9010; update said lists and make said lists available upon request by a party-in-interest or the Clerk;
- d. Furnish a notice to all potential creditors of the last date for the filing of proofs of claim and a form for the filing of a proof of claim;
- e. Maintain a post office box or address for the purpose of receiving claims and returned mail, and process all mail received;
- f. For all notices, motions, orders, or other pleadings or documents served, prepare and file or cause to be filed with the Clerk an affidavit or certificate of service within seven business days of service which includes (i) either a copy of the notice served or the docket number(s) and title(s) of the pleading(s) served, (ii) a list of persons to whom it was mailed (in alphabetical order) with their addresses (subject to any orders that may be entered by the Court with respect to the confidentiality of employee or resident information), (iii) the manner of service, and (iv) the date served;

- g. Process all proofs of claim received, including those received by the Clerk, check said processing for accuracy, and maintain the original proofs of claim in a secure area;
- h. Maintain an electronic platform for purposes of filing proofs of claim;
- i. Maintain the official claims register for the Debtors (the “**Claims Register**”) on behalf of the Clerk; upon the Clerk’s request, provide the Clerk with a certified, duplicate unofficial Claims Register; and specify in the Claims Register the following information for each claim docketed: (i) the claim number assigned, (ii) the date received, (iii) the name and address of the claimant and agent, if applicable, who filed the claim, (iv) the amount asserted, (v) the asserted classification(s) of the claim (*e.g.*, secured, unsecured, priority, etc.), and (vi) any disposition of the claim;
- j. Provide public access to the Claims Register, including complete proofs of claim with attachments, if any, without charge;
- k. Implement necessary security measures to ensure the completeness and integrity of the Claims Register and the safekeeping of the original proofs of claim;
- l. Record all transfers of claims and provide any notices of such transfers as required by Bankruptcy Rule 3001(e);
- m. Relocate, by messenger or overnight delivery, all of the court-filed proofs of claim to Epiq’s offices, not less than weekly;
- n. Upon completion of the docketing process for all claims received to date for each case, turn over to the Clerk copies of the Claims Register for the Clerk’s review (upon the Clerk’s request);
- o. Monitor the Court’s docket for all notices of appearance, address changes, and claims-related pleadings and orders filed and make necessary notations on and/or changes to the Claims Register and any service or mailing lists, including to identify and eliminate duplicate names and addresses from such lists;
- p. Identify and correct any incomplete or incorrect addresses in any mailing or service lists;
- q. Assist in the dissemination of information to the public and respond to requests for administrative information regarding the Chapter 11 Cases as directed by the Debtors or the Court, including through the use of a case website and/or call center;

- r. Assist the Debtors in complying with any orders entered by the Court with respect to the confidentiality of employee or resident information;
- s. Monitor the Court's docket in the Chapter 11 Cases and, when filings are made in error or containing errors, alert the filing party of such error and work with them to correct any such error;
- t. If any chapter 11 case is converted to a case under chapter 7 of the Bankruptcy Code, contact the Clerk's office within three (3) days of the notice to Epiq of entry of the order converting the case;
- u. Thirty (30) days prior to the close of the Chapter 11 Cases, to the extent practicable, request that the Debtors submit to the Court a proposed order dismissing Epiq as Claims and Noticing Agent and terminating its services in such capacity upon completion of its duties and responsibilities and upon the closing of the Chapter 11 Cases;
- v. Within seven days of notice to Epiq of entry of an order closing the Chapter 11 Cases, provide to the Court the final version of the Claims Register as of the date immediately before the close of the cases; and
- w. At the close of the Chapter 11 Cases, (i) box and transport all original documents, in proper format, as provided by the Clerk's office, to (A) the Philadelphia Federal Records Center, 14700 Townsend Road, Philadelphia, PA 19154-1096 or (B) any other location requested by the Clerk's office; and (ii) docket a completed SF-135 Form indicating the accession and location numbers of the archived claims.

13. The Claims Register shall be open to the public for examination without charge during regular business hours and on a case-specific website maintained by Epiq.

C. Compensation

14. The Debtors propose to compensate Epiq for the Claims and Noticing Services set forth above in accordance with the pricing schedule attached to the Engagement Letter. The Debtors respectfully request that the undisputed fees and expenses incurred by Epiq in the performance of the Claims and Noticing Services be treated as administrative expenses of the Debtors' chapter 11 estates pursuant to 28 U.S.C. § 156(c) and Bankruptcy Code section 503(b)(1)(A) and be paid in the ordinary course of business without further application to or order of the Court.

15. Epiq agrees to maintain records of all Claims and Noticing Services, including dates, categories of Claims and Noticing Services, fees charged, and expenses incurred, and to serve monthly invoices on the Debtors, the U.S. Trustee, counsel for the Debtors, counsel for any statutory committee, and any party-in-interest that specifically requests service of the monthly invoices. If any dispute arises relating to the Engagement Letter or monthly invoices, the parties shall meet and confer in an attempt to resolve the dispute. If resolution is not achieved, the parties may seek resolution of the matter from the Court.

16. Before the Petition Date, the Debtors provided Epiq a retainer in the amount of \$25,000. Epiq seeks to first apply the retainer to all prepetition invoices, which 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 in performing the Claims and Noticing Services.

17. Additionally, 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 a Claims and Noticing Agent in the Chapter 11 Cases.

D. Epiq's Disinterestedness

18. Although the Debtors do not propose to employ Epiq under Bankruptcy Code section 327 pursuant to the Section 156(c) Application (such retention will be sought by separate application), Epiq has nonetheless reviewed its electronic database to determine whether it has

any relationships with the creditors and parties-in-interest identified by the Debtors. Except as disclosed in the Hunt Declaration, Epiq has represented that it neither holds nor represents any interest materially adverse to the Debtors' estates in connection with any matter on which it would be employed.

19. Moreover, in connection with its retention as Claims and Noticing Agent, Epiq represents in the Hunt Declaration, among other things, that:

- a. Epiq is not a creditor of the Debtors;
- b. Epiq 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 Claims and Noticing Agent in the Chapter 11 Cases;
- c. By accepting employment in the Chapter 11 Cases, Epiq waives any rights to receive compensation from the United States government in connection with the Chapter 11 Cases;
- d. In its capacity as the Claims and Noticing Agent in the Chapter 11 Cases, Epiq will not be an agent of the United States and will not act on behalf of the United States;
- e. Epiq will not employ any past or present employees of the Debtors in connection with its work as the Claims and Noticing Agent in the Chapter 11 Cases;
- f. Epiq is a "disinterested person" as that term is defined in Bankruptcy Code section 101(14) with respect to the matters upon which it is engaged;
- g. In its capacity as Claims and Noticing Agent in the Chapter 11 Cases, Epiq will not intentionally misrepresent any fact to any person;
- h. Epiq will be under the supervision and control of the Clerk's office with respect to the receipt and recordation of claims and claim transfers;
- i. Epiq will comply with all requests of the Clerk's office and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c); and
- j. None of the services provided by Epiq as Claims and Noticing Agent in the Chapter 11 Cases will be at the expense of the Clerk's office.

20. Epiq will supplement its disclosure to the Court if any facts or circumstances are discovered that would require such additional disclosure.

BASIS FOR RELIEF REQUESTED AND APPLICABLE AUTHORITY

I. Sufficient Cause for the Appointment of Epiq

21. The Court is permitted to appoint Epiq as Claims and Noticing Agent in the Chapter 11 Cases. Pursuant to 28 U.S.C. § 156(c), the Court is authorized to utilize agents and facilities other than the Clerk for the administration of bankruptcy cases. Specifically, 28 U.S.C. § 156(c) provides, in relevant part, as follows:

Any court may utilize facilities or services, either on or off the court's premises, which pertain to the provision of notices, dockets, calendars, and other administrative information to parties in cases filed under the provisions of title 11, United States Code, where the costs of such facilities or services are paid for out of the assets of the estate and are not charged to the United States.

28 U.S.C. § 156(c). Moreover, Bankruptcy Rule 2002, which regulates the notices that must be provided to creditors and other parties-in-interest in a bankruptcy case, provides that the Court may direct that a person other than the Clerk give notice of the various matters described therein. *See* Fed. R. Bankr. P. 2002. In addition, Local Rule 2002-1(f) provides that “[u]pon motion of the debtors or trustee, at any time without notice or hearing, the Court may authorize the retention of a notice and/or claims clerk under 28 U.S.C. § 156(c).” Del. Bankr. L.R. 2002-1(f). Local Rule 2002-1(f) further provides that “[i]n all cases with more than two hundred (200) creditors or parties-in-interest listed on the creditor matrix, unless the Court orders otherwise, the debtor shall file such a motion on the first day of the case or within seven (7) days thereafter.” *Id.*

22. The appointment of Epiq as Claims and Noticing Agent will help to expedite and more efficiently facilitate the administration of the Chapter 11 Cases, and will relieve the Clerk's

office of administrative burdens. The Debtors believe that there will be thousands of entities to be noticed in the Chapter 11 Cases and, therefore, that the Section 156(c) Application is required under the Local Rules. For these reasons, the Debtors respectfully submit that Epiq's appointment as Claims and Noticing Agent is necessary and in the best interests of the Debtors and their estates and will serve to maximize the value of the Debtors' estates for all stakeholders.

II. Compliance With Claims Agent Protocol

23. The Debtors' selection of Epiq to act as the Claims and Noticing Agent has satisfied the Claims Agent Protocol in that the Debtors obtained and reviewed engagement proposals from at least two other Court-approved claims and noticing agents to ensure selection through a competitive process. Moreover, the Debtors submit, based on all engagement proposals obtained and reviewed, that Epiq's rates are competitive and reasonable given Epiq's quality of services and expertise.

RELIEF AS OF PETITION DATE IS APPROPRIATE

24. In accordance with the Debtors' request, Epiq agreed to serve as Claims and Noticing Agent 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 Section 156(c) 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 Section 156(c) Application, because Epiq has provided, and continues to provide, valuable services to the Debtors' estates during the interim period.

25. Accordingly, the Debtors respectfully request entry of the Proposed Order authorizing the Debtors to retain and employ Epiq as Claims and Noticing Agent effective as of the Petition Date.

NOTICE

26. The Debtors will provide notice of the Section 156(c) Application to: (a) the U.S. Trustee; (b) the Internal Revenue Service; (c) the Securities and Exchange Commission; (d) the United States Attorney for the District of Delaware; (e) the Centers for Medicare & Medicaid Services; (f) the parties included on the Debtors' consolidated list of their 40 largest unsecured creditors; (g) counsel for Omega Healthcare Investors, Inc.; (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 Rules 2002-1(b) and 9013-1(m). The Debtors submit that no other or further notice is required.


NO PRIOR REQUEST

27. No previous request for the relief sought herein 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 the Court may deem just and appropriate.

Dated: Pinehurst, North Carolina
October 14, 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**

<p>In re:</p> <p>GULF COAST HEALTH CARE, LLC, <i>et al.</i>,¹</p> <p style="text-align: center;">Debtors.</p>	<p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p>	<p>Chapter 11</p> <p>Case No. 21-11336 (KBO)</p> <p>Jointly Administered</p> <p>Related to Docket No. ____</p>
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**ORDER APPOINTING EPIQ CORPORATE RESTRUCTURING, LLC AS
CLAIMS AND NOTICING AGENT EFFECTIVE AS OF THE PETITION DATE**

Upon the Section 156(c) Application² of the Debtors for entry of an order (this “**Order**”) appointing Epiq Corporate Restructuring, LLC (“**Epiq**”) as the Claims and Noticing Agent in the Debtors’ chapter 11 cases effective as of the Petition Date, to, among other things, (a) distribute required notices to parties-in-interest, (b) receive, maintain, docket, and otherwise administer the proofs of claim filed in the Debtors’ chapter 11 cases, and (c) provide such other administrative services as required by the Debtors that would fall within the purview of services to be provided by the Clerk’s office, all as more fully set forth in the Section 156(c) Application; and upon consideration of the First Day Declaration and the Hunt Declaration submitted in support of the Application; 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

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, for which the Debtors have requested joint administration. 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’ proposed 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 given to such terms in the Section 156(c) Application.

meaning of 28 U.S.C. § 157(b)(2); and venue of this proceeding and the Section 156(c) 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 Section 156(c) 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 Section 156(c) Application is in the best interests of the Debtors, their estates, their creditors, and other parties-in-interest; it is hereby

ORDERED, ADJUDGED, AND DECREED that:

1. The Section 156(c) Application is granted as set forth herein.
2. Notwithstanding the terms of the Engagement Letter attached to the Section 156(c) Application, the Section 156(c) Application is granted solely as set forth in this Order and solely with respect to the Claims and Noticing services set forth in the Services Schedule attached to the Engagement Letter.
3. Pursuant to 28 U.S.C. § 156(c), Bankruptcy Code section 105(a), Bankruptcy Rule 2002, and Local Rule 2002-1(f), the Debtors are authorized to retain Epiq as Claims and Noticing Agent in the Chapter 11 Cases, effective as of the Petition Date, under the terms of the Engagement Letter, and Epiq is authorized and directed to perform the Claims and Noticing Services and to receive, maintain, record, and otherwise administer the proofs of claim filed in the Chapter 11 Cases and perform all related tasks as set forth in the Section 156(c) Application.
4. Epiq shall serve as the custodian of court records and shall be designated as the authorized repository for all proofs of claim filed in the Chapter 11 Cases and is authorized and directed to maintain the official Claims Register for the Debtors, to provide public access to

every proof of claim unless otherwise ordered by the Court, and to provide the Clerk with a certified duplicate thereof upon request of the Clerk.

5. Epiq is authorized and directed to obtain a post office box or address for the receipt of proofs of claim.

6. Epiq is authorized to take such other actions as required to comply with all duties set forth in the Section 156(c) Application and this Order.

7. Epiq shall comply with all requests of the Clerk and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c).

8. Without further order of the Court, the Debtors are authorized to compensate Epiq for its Claims and Noticing Services in accordance with the terms and conditions of the Engagement Letter upon receipt of reasonably detailed monthly invoices setting forth the services provided by Epiq and the rates charged for each, and to reimburse Epiq for all reasonable and necessary expenses it may incur, upon the presentation of appropriate documentation, without the need for Epiq to file fee applications or otherwise seek Court approval for the compensation of its services and reimbursement of its 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.

9. Epiq shall maintain records of all services showing dates, categories of services, fees charged, and expenses incurred and shall serve monthly invoices on the Debtors, the U.S. Trustee, counsel for the Debtors, counsel for any statutory committee, and any party-in-interest that specifically requests service of the monthly invoices.

10. The parties shall meet and confer in an attempt to resolve any dispute that may arise relating to the Engagement Letter or monthly invoices, and the parties may seek resolution of the matter from the Court if resolution is not achieved.

11. Pursuant to Bankruptcy Code section 503(b)(1)(A), and subject to paragraphs eight, nine, and ten of this Order, Epiq's fees and expenses incurred in connection with the Claims and Noticing Services shall be an administrative expense of the Debtors' chapter 11 estates.

12. 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.

13. 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 Claims and Noticing 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 prior to 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 Claims and Noticing Agent 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, and/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 for fees and expenses 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.

14. 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.

15. In the event Epiq is unable to provide the Claims and Noticing Services, Epiq shall immediately notify the Clerk, the U.S. Trustee's counsel, and the Debtors' counsel and cause all original proofs of claim and computer information to be turned over to another claims and noticing agent with the advice and consent of the Clerk and the Debtors' counsel.

16. The Debtors may submit a separate retention application, pursuant to Bankruptcy Code section 327 and/or any applicable law, for services that are to be performed by Epiq but are not specifically authorized by this Order.

17. Epiq shall not cease providing Claims and Noticing Services during the Chapter 11 Cases for any reason, including nonpayment, without an order of the Court.

18. In the event of any inconsistency between the Engagement Letter, the Section 156(c) Application, and this Order, this Order shall govern.

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

20. The Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and 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, *et al.*,¹) Case No. 21-11336 (KBO)
)
) Jointly Administered
Debtors.)
)
)

**DECLARATION OF BRIAN HUNT IN SUPPORT
OF APPLICATION OF DEBTORS FOR ENTRY OF ORDER
APPOINTING EPIQ CORPORATE RESTRUCTURING, LLC AS CLAIMS
AND NOTICING AGENT 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 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 Claims and Noticing Agent Effective as of the Petition Date* (the “**Section 156(c) 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.

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, for which the Debtors have requested joint administration. 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' proposed 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 given to such terms in the Section 156(c) Application.

2. Epiq is one of the country's leading chapter 11 administrators, with significant expertise in noticing, claims administration, soliciting, balloting, and facilitating other administrative aspects of chapter 11 cases. Epiq has acted as the claims and noticing agent in numerous recent cases of varying size and complexity, including the following recent cases filed in this District: *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, Inc.*, 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 agent and custodian of Court records pursuant to 28 U.S.C. § 156(c), Epiq will perform, at the request of the Clerk's office, the noticing and claims services specified in the Section 156(c) Application and Engagement Letter. In addition, at the Debtors' request, Epiq

will perform such other claims and noticing services specified in the Section 156(c) Application. For the avoidance of doubt, pursuant to the Engagement Letter, Epiq will perform the Claims and Noticing Services for the Debtors in the Chapter 11 Cases.

4. Subject to Court approval, the Debtors have agreed to compensate Epiq for professional services rendered pursuant to 28 U.S.C. §156(c) in connection with the Chapter 11 Cases according to the terms and conditions of the Engagement Letter. Payments are to be based upon the submission of a billing statement by Epiq to the Debtors after the end of each calendar month that includes a detailed listing of services and expenses. Epiq has received a \$25,000 retainer from the Debtors and will 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, Epiq will hold the retainer as security of payment of Epiq's final invoice for services rendered and expenses incurred in performing the Claims and Noticing Services.

5. Epiq represents, among other things, the following:

- a. Epiq is not a creditor of the Debtors;
- b. Epiq 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 Claims and Noticing Agent in the Chapter 11 Cases;
- c. By accepting employment in the Chapter 11 Cases, Epiq waives any rights to receive compensation from the United States government in connection with the Chapter 11 Cases;
- d. In its capacity as the Claims and Noticing Agent in the Chapter 11 Cases, Epiq will not be an agent of the United States and will not act on behalf of the United States;
- e. Epiq will not employ any past or present employees of the Debtors in connection with its work as the Claims and Noticing Agent in the Chapter 11 Cases;
- f. Epiq is a "disinterested person" as that term is defined in Bankruptcy Code section 101(14) with respect to the matters upon which it is engaged;

- g. In its capacity as Claims and Noticing Agent in the Chapter 11 Cases, Epiq will not intentionally misrepresent any fact to any person;
- h. Epiq will be under the supervision and control of the Clerk's office with respect to the receipt and recordation of claims and claim transfers;
- i. Epiq will comply with all requests of the Clerk's office and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c); and
- j. None of the services provided by Epiq as Claims and Noticing Agent in the Chapter 11 Cases will be at the expense of the Clerk's office.

6. Although the Debtors do not propose to retain Epiq under Bankruptcy Code section 327 pursuant to the Section 156(c) Application (such retention will be sought by separate application), I caused to be submitted for review by our conflicts system the names of identified potential parties-in-interest (the "**Potential Parties-in-Interest**") in the Chapter 11 Cases. The list of Potential Parties-in-Interest was provided by the Debtors and is attached hereto as **Schedule 1**. Epiq is not aware of any relationship that would present a disqualifying conflict of interest. To the extent that Epiq's conflicts check has revealed that certain Potential Parties-in-Interest were current or former clients of Epiq within the past three years, these parties have been identified on a list annexed hereto as **Schedule 2** (the "**Client Match List**"). However, given Epiq's neutral position as claims and noticing agent or administrative advisor for any parties listed on the Client Match List, Epiq does not view such relationships as real or potential conflicts. Further, to the best of my knowledge, any such relationship between Epiq and any parties on the Client Match List is completely unrelated to the Chapter 11 Cases.

7. In addition, to the best of my knowledge, none of Epiq's employees are related to bankruptcy judges in the District of Delaware, the United States Trustee for Region 3, or any attorney known by Epiq to be employed in the Office of the United States Trustee serving the District of Delaware, or are equity security holders of the Debtors.

8. To the best of my knowledge, and based solely upon information provided to me by the Debtors, and except as provided herein, neither Epiq, nor any of its professionals, has any materially adverse connection to the Debtors, their creditors, or other relevant parties. 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 claims and noticing agent and/or administrative advisor for other chapter 11 debtors.

9. 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.

10. 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.

11. 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 and Bankruptcy Rules.

12. 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 these 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).

13. 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.

14. Epiq has working relationships with certain of the professionals retained by the Debtors and other parties herein but such relationships are completely unrelated to the Chapter 11 Cases. Epiq has represented, and will continue to represent, clients in matters unrelated to the Chapter 11 Cases, and has had, and will continue to have, relationships in the ordinary course of its business with certain professionals in connection with matters unrelated to the Chapter 11 Cases.

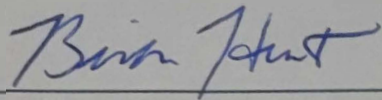
15. Epiq has not been retained to assist any entity or person other than the Debtors on matters relating to, or in connection with, the Chapter 11 Cases. If Epiq's proposed retention is approved by the Court, Epiq will not accept any engagement or perform any service for any entity or person other than the Debtors in the Chapter 11 Cases.

16. Based on the foregoing, I believe Epiq is a "disinterested person" as that term is referenced in Bankruptcy Code section 327(a) and as defined in Bankruptcy Code section 101(14). Moreover, to the best of my knowledge, neither Epiq nor any of its partners or employees hold or represent any interest materially adverse to the Debtors' estates with respect to any matter upon which Epiq is to be engaged.

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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: October 14, 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 Lender

New Ark Capital, 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
Houlihan Lokey
McDermott Will & Emery LLP
Paul, Weiss, Rifkind, Wharton & Garrison
LLP
Weil Gotshal & Manges LLP

**Bankruptcy Court Judges for the District
of Delaware**

Ashley M. Chan
Brendan L. Shannon
Christopher S. Sontchi
Craig T. Goldblatt
J. Kate Stickles
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
Capital City Bank
First 1 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
 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
 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 Estress
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 Moorner
 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
Grainger	Vendors
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

Name	Relationship to Debtors
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