

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

In re:)	
)	Chapter 11
QUORUM HEALTH CORPORATION, <i>et al.</i> ,)	
)	Case No. 20-10766 (KBO)
Debtors. ¹)	
)	Jointly Administered
)	

**NOTICE OF INTENT TO SERVE SUBPOENA ON GOLDENTREE ASSET
MANAGEMENT LP**

PLEASE TAKE NOTICE that, pursuant to Federal Rule of Civil Procedure 45(a)(4), made applicable to this matter by Rule 9016 of the Federal Rules of Bankruptcy Procedure, counsel to Mudrick Capital Management, L.P. intend to serve the subpoena attached hereto as **Exhibit A** upon GoldenTree Asset Management LP on April 15, 2020, or as soon thereafter as service may be effectuated.

[Signature Page Follows]

¹ The last four digits of Quorum Health Corporation's tax identification number are 5208. Due to the large number of 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 is 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/Quorum>. The location of Quorum Health Corporation's corporate headquarters and the Debtors' service address is 1573 Mallory Lane, Brentwood, Tennessee 37027.

Dated: April 15, 2020
Wilmington, Delaware

MORRIS, NICHOLS, ARSHT & TUNNELL LLP

/s/ Brett S. Turlington

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- and -

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Counsel to Mudrick Capital Management, L.P.

EXHIBIT A

B2570 (Form 2570 – Subpoena to Produce Documents, Information, or Objects or To Permit Inspection in a Bankruptcy Case or Adversary Proceeding) (12/15)

UNITED STATES BANKRUPTCY COURT

District of Delaware

In re Quorum Health Corporation, et al.,
Debtor

(Complete if issued in an adversary proceeding)

Case No. 20-10766 (KBO)Chapter 11

Plaintiff

v.

Adv. Proc. No. _____

Defendant

SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS OR TO PERMIT
INSPECTION OF PREMISES IN A BANKRUPTCY CASE (OR ADVERSARY PROCEEDING)To: GoldenTree Asset Management LP

(Name of person to whom the subpoena is directed)

☒ **Production:** **YOU ARE COMMANDED** to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material: **See attached Schedule A.**

PLACE
Kasowitz Benson Torres LLP, 1633 Broadway, New York, NY 10019DATE AND TIME
April 24, 2020 at 5:00 pm

☐ **Inspection of Premises:** **YOU ARE COMMANDED** to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

PLACE

DATE AND TIME

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: 04/15/2020

CLERK OF COURT

OR

Signature of Clerk or Deputy Clerk_____
Attorney's signature
Matthew B. Stein

The name, address, email address, and telephone number of the attorney representing (name of party)
Mudrick Capital Management, L.P., who issues or requests this subpoena, are:

Matthew B. Stein, Kasowitz Benson Torres LLP, 1633 Broadway, NY, NY 10019, mstein@kasowitz.com, (212) 506-1700

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for (*name of individual and title, if any*): _____
on (*date*) _____.

☐ I served the subpoena by delivering a copy to the named person as follows: _____
_____ on (*date*) _____; or

☐ I returned the subpoena unexecuted because: _____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of \$ _____.

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____.

I declare under penalty of perjury that this information is true and correct.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)
(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) *For a Trial, Hearing, or Deposition.* A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

- (A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or
- (B) within the state where the person resides, is employed, or regularly transacts business in person, if the person
 - (i) is a party or a party's officer; or
 - (ii) is commanded to attend a trial and would not incur substantial expense.

(2) *For Other Discovery.* A subpoena may command:

- (A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and
- (B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) *Avoiding Undue Burden or Expense; Sanctions.* A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) *Command to Produce Materials or Permit Inspection.*

(A) *Appearance Not Required.* A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) *Objections.* A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

- (i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.
- (ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) *Quashing or Modifying a Subpoena.*

(A) *When Required.* On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

- (i) fails to allow a reasonable time to comply;
- (ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);
- (iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or
- (iv) subjects a person to undue burden.

(B) *When Permitted.* To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

- (i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) *Specifying Conditions as an Alternative.* In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

- (i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and
- (ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) *Producing Documents or Electronically Stored Information.* These procedures apply to producing documents or electronically stored information:

(A) *Documents.* A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) *Form for Producing Electronically Stored Information Not Specified.* If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) *Electronically Stored Information Produced in Only One Form.* The person responding need not produce the same electronically stored information in more than one form.

(D) *Inaccessible Electronically Stored Information.* The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) *Claiming Privilege or Protection.*

(A) *Information Withheld.* A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

- (i) expressly make the claim; and
- (ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) *Information Produced.* If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

...

(g) **Contempt.** The court for the district where compliance is required — and also, after a motion is transferred, the issuing court — may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.



SCHEDULE A

DEFINITIONS

The following definitions of terms apply to all Document Requests. Unless otherwise defined herein, all words and phrases used herein shall be accorded their usual meaning and shall be interpreted in their common, ordinary sense.

1. Any references to a corporation, partnership, proprietorship, association, organization, or any other business or legal entity (including any of the Debtors) shall be deemed to include the corporation's, partnership's, proprietorship's, association's, organization's, or other business or legal entities' agents, accountants, advisors, employees, attorneys, officers, directors, direct or indirect shareholders, members, representatives, affiliates, subsidiaries, predecessors, successors, assigns, or any other person acting or purporting to act on behalf of the corporation, partnership, proprietorship, association, organization, or other business or legal entity.

2. The use of any singular noun shall be construed to include the plural, and vice versa, and a verb in any tense shall be construed as the use of the verb in all other tenses.

3. Unless otherwise defined herein, capitalized terms shall bear the meanings ascribed to them in the *Declaration of Alfred Lumsdaine, Executive Vice President and Chief Financial Officer of Quorum Health Corporation, in Support of Chapter 11 Petitions and First Day Motions* [D.I. 24], the Debtors' *Disclosure Statement for the Debtors' Prepackaged Chapter 11 Plan of Reorganization* [D.I. 22] (including all exhibits and attachments, and as amended or otherwise modified from time to time, the "Disclosure Statement"), or the *Debtors' Joint Prepackaged Chapter 11 Plan of Reorganization* [D.I. 21] (including all exhibits and attachments, and as amended, supplemented, or otherwise modified from time to time, the "Plan").

4. The terms “all,” “any,” and “each” shall each be construed as encompassing any and all.

5. The connectives “and” and “or” shall be construed either disjunctively or conjunctively as necessary to bring within the scope of the discovery request all responses that might otherwise be construed to be outside of its scope.

6. The term “including” shall be construed to mean including, but not limited to.

7. “A&M” means Alvarez & Marsal North America, LLC and its affiliated entities, predecessors, successors, and each of their respective partners, principals, officers, directors, attorneys, and Professionals, and other advisors, agents, employees, representatives, and other Persons acting or purporting to act on their behalf.

8. “Communication” means the transmittal of information (in the form of facts, ideas, inquiries, or otherwise). For the avoidance of doubt, this may encompass any oral, written, or electronic transmission of information without limitation, including meetings, discussions, conversations, telephone calls, e-mail messages, text messages, Bloomberg messages, chat messages, including Instant Bloomberg chat messages, WhatsApp chat messages, Groupme chat messages, memoranda, letters, analyst reports, telecopies, telefaxes, telexes, conferences, seminars, messages, notes, videotapes, photographs, microfilm, microfiche, magnetic disks, or other media of any kind.

9. “Concerning” means relating to, referring to, describing, evidencing, or constituting.

10. “Consenting First Lien Lenders” has the meaning as defined in the Disclosure Statement or Plan, and any and all predecessors, officers, directors, board of directors, committee or subcommittee of such board, employees, agents, insurers, consultants, advisors, attorneys,

Professionals, and representatives or other Persons acting on their behalf, including, without limitation, Milbank and Houlihan (each as defined herein).

11. “Consenting Noteholders” has the meaning as defined in the Disclosure Statement or Plan, and any and all predecessors, officers, directors, board of directors, committee or subcommittee of such board, employees, agents, insurers, consultants, advisors, attorneys, Professionals, and representatives or other Persons acting on their behalf, including, without limitation, Kirkland, Latham, and Jeffries (each as defined herein).

12. “Consenting Stakeholders” means collectively, the Consenting First Lien Lenders and Consenting Noteholders, and has the meaning as defined in the Disclosure Statement or Plan and any and all predecessors, officers, directors, board of directors, committee or subcommittee of such board, employees, agents, insurers, consultants, advisors, attorneys, Professionals, and representatives or other Persons acting on their behalf.

13. “Credit Suisse” means Credit Suisse AG and its affiliated entities, predecessors, successors, and each of their respective partners, principals, officers, directors, attorneys, and Professionals, and other advisors, agents, employees, representatives, and other Persons acting or purporting to act on their behalf.

14. “DK” means Davidson Kempner Capital Management LP and its affiliated entities, predecessors, successors, and each of their respective partners, principals, officers, directors, attorneys, and Professionals, and other advisors, agents, employees, representatives, and other Persons acting or purporting to act on their behalf.

15. “Debtors” means the debtors and debtors in possession in the jointly-administered case of *In re Quorum Health Corporation, et al.*, Case No. 20-10766 (KBO) (Bankr. D. Del.), and any and all predecessors, officers, directors, board of directors, committee or subcommittee

of such board, employees, agents, insurers, consultants, advisors, attorneys, Professionals, and representatives or other Persons acting on their behalf, including, without limitation, A&M, MTS, McDermott, and Wachtell (each as defined herein).¹

16. “Documents” is defined to be synonymous in meaning and equal in scope to the usage of the term “documents or electronically stored information” in Federal Rule 34(a)(1)(A). For the avoidance of doubt, this may encompass all written, graphic, or printed matter of any kind, however produced or reproduced, including all originals, drafts, working papers, and non-identical copies, whether different from the originals by reason of any notation made on such copies or otherwise, and all electronic, mechanical, or optical records or representations of any kind or other data compilations from which information can be obtained or translated, if necessary, through detection devices into reasonably usable form. The term “Documents” includes, but is not limited to:

- a. correspondence, memoranda, notes, calendar or diary entries, statistics, letters, electronic mail, notebooks, telegrams, journals, minutes, agendas, notices, announcements, instructions, charts, schedules, requests, contracts, prospective contracts, agreements, prospective agreements, licenses, prospective licenses, order forms, books, accounts, records, reports, studies, surveys, experiments, analyses, checks, cancelled checks, wire confirmations, statements, receipts, returns, vouchers, statements, credit memoranda, sales slips, promissory notes, summaries, pamphlets, prospectuses, manuals, brochures, announcements, certificates, drawings, plans, inter-office and intraoffice communications, pitchbooks, marketing materials, or offers;
- b. notations in any form made of conversations, telephone calls, meetings, negotiations, or other communications;

¹ The last four digits of Quorum Health Corporation’s tax identification number are 5208. Due to the large number of 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 identification numbers is 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/case/Quorum>. The location of Quorum Health Corporation’s corporate headquarters and the Debtors’ service address is 1573 Mallory Lane, Brentwood, Tennessee 37027.

- c. bulletins, circulars, schedules, lists, guides, printed matter (including newspapers, magazines and other publications, articles and clippings therefrom), press releases, computer printouts, teletypes, telecopies, telexes, invoices, ledgers, balance sheets, financial statements, or worksheets;
- d. electronic, mechanical, or optical records or representations of any kind (including tapes, cassettes, discs, hard drives, recordings, voice mail, electronic mail, and computer-stored data or material), or transcriptions thereof; and
- e. all drafts, alterations, modifications, changes and amendments of any of the foregoing, and any material underlying, supporting, or used in the preparation of any document.

A draft or non-identical copy is a separate document within the meaning of this term.

17. “GoldenTree” means GoldenTree Asset Management LP and its affiliated entities, predecessors, successors, and each of their respective partners, principals, officers, directors, attorneys, and Professionals, and other advisors, agents, employees, representatives, and other persons acting or purporting to act on their behalf.

18. “Goldman Sachs” means The Goldman Sachs Group, Inc. and its affiliated entities, predecessors, successors, and each of their respective partners, principals, officers, directors, attorneys, and Professionals, and other advisors, agents, employees, representatives, and other persons acting or purporting to act on their behalf.

19. “Houlihan” means Houlihan Lokey, Inc. and its affiliated entities, predecessors, successors, and each of their respective partners, principals, officers, directors, attorneys, and Professionals, and other advisors, agents, employees, representatives, and other Persons acting or purporting to act on their behalf.

20. “Identify” (with respect to documents) means to give, to the extent known, the (i) type of document; (ii) general subject matter; (iii) date of the document; and (iv) author(s),

addressee(s), and recipient(s). In the alternative, the responding party may produce the documents, together with identifying information sufficient to satisfy Federal Rule 33(d).

21. “Jeffries” means Jeffries LLC and its affiliated entities, predecessors, successors, and each of their respective partners, principals, officers, directors, attorneys, and Professionals, and other advisors, agents, employees, representatives, and other Persons acting or purporting to act on their behalf.

22. “KKR” means KKR & Co Inc. and its affiliated entities, predecessors, successors, and each of their respective partners, principals, officers, directors, attorneys, and Professionals, and other advisors, agents, employees, representatives, and other persons acting or purporting to act on their behalf.

23. “Kirkland” means Kirkland & Ellis LLP and its affiliated entities, predecessors, successors, and each of their respective partners, principals, officers, directors, attorneys, and Professionals, and other advisors, agents, employees, representatives, and other Persons acting or purporting to act on their behalf.

24. “Latham” means Latham & Watkins LLP and its affiliated entities, predecessors, successors, and each of their respective partners, principals, officers, directors, attorneys, and Professionals, and other advisors, agents, employees, representatives, and other Persons acting or purporting to act on their behalf.

25. “MIP” has the meaning as defined in the Disclosure Statement or Plan.

26. “MTS” means MTS Health Partners, L.P. and its affiliated entities, predecessors, successors, and each of their respective partners, principals, officers, directors, attorneys, and Professionals, and other advisors, agents, employees, representatives, and other Persons acting or purporting to act on their behalf.

27. “McDermott” means McDermott Will & Emery LLP and its affiliated entities, predecessors, successors, and each of their respective partners, principals, officers, directors, attorneys, and Professionals, and other advisors, agents, employees, representatives, and other Persons acting or purporting to act on their behalf.

28. “Milbank” means Milbank, LLP and its affiliated entities, predecessors, successors, and each of their respective partners, principals, officers, directors, attorneys, and Professionals, and other advisors, agents, employees, representatives, and other Persons acting or purporting to act on their behalf.

29. “Oak Hill” means Oak Hill Advisors, L.P. and its affiliated entities, predecessors, successors, and each of their respective partners, principals, officers, directors, attorneys, and Professionals, and other advisors, agents

30. “Person” means any natural person, corporation, firm, partnership, other unincorporated association, company, trust, fund, government agency, or entity. For the avoidance of doubt, this includes current and former employees, officers, directors, partners, agents, brokers, representatives, and accountants.

31. “Potential Noteholder Transaction” has the meaning as defined in the Disclosure Statement.

32. “Professional” means any counsel, consultant, advisor, testifying expert, non-testifying expert, agent, representative, or other Person engaged to provide or involved in providing at any time any services.

33. “RSA” means the Restructuring Support Agreement, as defined in the Plan and the Disclosure Statement, entered on April 6, 2020 between the Debtors and the Consenting Stakeholders.

34. “Restructuring Transactions” has the meaning as defined in the Plan.
35. “Spin-Off” has the meaning as defined and described in the Disclosure Statement.
36. “York” means York Capital Management Global Advisors LLC and its affiliated entities, predecessors, successors, and each of their respective partners, principals, officers, directors, attorneys, and Professionals, and other advisors, agents
37. “You” or “Your” means GoldenTree.
38. “Wachtell” means Wachtell Lipton Rosen & Katz and its affiliated entities, predecessors, successors, and each of their respective partners, principals, officers, directors, attorneys, and Professionals, and other advisors, agents, employees, representatives, and other Persons acting or purporting to act on their behalf.

INSTRUCTIONS

1. The preceding definitions apply to these Instructions and each of the succeeding Requests.
2. All terms defined above shall have the meanings set forth therein, whether capitalized in the Requests or not.
3. You are required to produce all responsive Documents in your possession, custody or control, wherever located, including without limitation those in the custody of your representatives, agents, Professionals, affiliates, or anyone acting on your behalf.
4. These Requests are continuing requests pursuant to Federal Rule 26(e), as made applicable to these proceedings by Bankruptcy Rules 7026 and 9014. You must supplement any production of Documents that are received, discovered, or created after any of your responses to the Requests, or that are otherwise within your possession, custody, or control, wherever located,

including without limitation those in the custody of your representatives, agents, Professional, affiliates, or anyone acting on your behalf.

5. If You object to any part of any Request, You must produce all Documents that are responsive to the portions of the Request to which You do not object. You also must state the nature of, and grounds for, the objection.

6. If You withhold any Documents in response to a Request, You must Identify all such Documents.

7. If You cannot comply with any Request in full, You must comply to the fullest extent possible, and You should provide an explanation as to why full compliance is not possible.

8. Where You assert a claim of privilege in objecting to a Request and withhold a responsive Document on this basis, You must provide a privilege log setting forth (a) the nature of the privilege being claimed, (b) the type of Document being withheld, (c) the general subject matter of the Document, (d) the date of the Document and (e) such other information sufficient to Identify the Document, including, where appropriate, the author of the Document, the title or subject line of the Document, the addressee of the Document, and, where not apparent, the relationship of the author and the addressee to each other.

9. If a Document contains both privileged and non-privileged material, You must disclose the non-privileged material to the fullest extent possible without thereby disclosing the privileged material. If a party asserts a privilege to part of the material contained in a Document, the party asserting the privilege must clearly indicate the portions as to which it claims the privilege. When a Document has been redacted or altered in any fashion, You must Identify as to each Document the reason for the redaction or alteration, the date of the redaction or

alteration, and the Person performing the redaction or alteration. Any redaction must be clearly visible on the redacted Documents.

10. All Documents shall be produced in TIFF format with OCR images and load files.

11. All Documents produced pursuant to the Requests shall be produced with an accompanying index that states the following metadata:

- a. Date created/sent;
- b. Author;
- c. Recipients;
- d. cc – copies; and
- e. bcc – blind copies.

12. If any Document called for by these Requests has been destroyed or discarded, You must Identify that Document in writing by providing the following information: (a) any sender/author and any addressee; (b) any indicated or blind copies; (c) the Document's date, subject matter, number of pages, and attachments or appendices; (d) all Persons to whom the Document was distributed, shown, or explained; (e) its date of destruction or discard, manner of destruction or discard, and reason for destruction or discard; (f) the Persons who authorized and carried out such destruction or discard; and (g) whether any copies of the Document presently exist and, if so, the name of the custodian of each copy.

13. Any copy of a Document that varies in any way whatsoever from the original or from any other copy of the Document, whether by reason or any handwritten mark or other notation or any omission, is a separate Document and must be produced, whether or not the original of such a Document is within your possession, custody, or control. A request for any

Document includes a request for all drafts thereof, and all revisions and modifications thereto, including any red-lined versions or Document comparisons, in addition to the Document itself.

Each Document is to be produced in its entirety, without abbreviation or expurgation.

14. In producing Documents, all Documents that are physically attached to each other, or segregated or separated from other Documents, when originally located, should be produced as is. If no Document exists that is responsive to a particular request, You must state so in writing.

15. Except where otherwise specified, the Document Requests seek Documents dated, created, or otherwise obtained on or after July 27, 2015 through the present.

DOCUMENT REQUESTS

1. All Documents and Communications Concerning the historical financial condition and performance of the Debtors, including but not limited to, consolidated, non-consolidated and consolidating financial statements, management reports, financial reports, and tax returns.

2. All Documents and Communications Concerning the projected financial performance of the Debtors, including but not limited to, annual and periodic projections, forecasts, and budgets.

3. All Documents and Communications Concerning the Debtors' cash management and liquidity.

4. All Documents and Communications Concerning the Debtors' operations and initiatives to improve revenue, liquidity and profitability, including but not limited to, business plans and strategic growth initiatives.

5. All Documents and Communications Concerning the past, current or future value of the Debtors, including but not limited to, any internal valuations or external valuations or indications of value from MTS, Jeffries, Houlihan or any of the Consenting Stakeholders.

6. All Documents and Communications Concerning any industry outlook reports or other publications supporting the revenue growth or decline assumptions in any forecast prepared for or on behalf of the Debtors.

7. All Documents and Communications between the Debtors and A&M Concerning the Debtors' performance, prospects, business plans and value, potential restructurings or transactions, the RSA, Restructuring Transactions, or the Plan.

8. All Documents and Communications between the Debtors and MTS Concerning the Debtors' performance, prospects, business plans and value, potential restructurings or transactions, the RSA, Restructuring Transactions, or the Plan.

9. All agreements entered into by the Debtors and its Professionals, including but not limited to, McDermott, A&M, MTS, and Wachtell.

10. All Documents and Communications between the Debtors and McDermott Concerning the Debtors' performance, prospects, business plans and value, potential restructurings or transactions, the RSA, Restructuring Transactions, or the Plan.

11. All Documents and Communications between the Debtors and Credit Suisse Concerning the Debtors' performance, prospects, business plan and value, potential restructurings or transactions, the RSA, Restructuring Transactions, or the Plan.

12. All Documents and Communications between the Debtors and any of Debtors' lenders Concerning the Debtors' performance, prospects, business plans and value, potential restructurings or transactions, the RSA, Restructuring Transactions, or the Plan.

13. All Documents and Communications between the Debtors and any of Debtors' creditors Concerning the Debtors' performance, prospects, business plans and value, potential restructurings or transactions, the RSA, Restructuring Transactions, or the Plan.

14. All Documents and Communications between the Debtors and any of Debtors' noteholders Concerning the Debtors' performance, prospects, business plans and value, potential restructurings or transactions, the RSA, Restructuring Transactions, or the Plan.

15. All Documents and Communications between the Debtors and any of Debtors' shareholders Concerning the Debtors' performance, prospects, business plans and value, potential restructurings or transactions, the RSA, Restructuring Transactions, or the Plan.

16. All Documents and Communications Concerning the identity of the holders of the Debtors' stock and purchases and sales of the Debtors' stock.

17. All Documents and Communications between the Debtors and any Consenting Stakeholders or their Professionals Concerning the Debtors' performance, prospects, business plans and value, potential restructurings or transactions, the RSA, Restructuring Transactions, or the Plan.

18. All Communications between or among the Consenting Stakeholders Concerning the Debtors, the Debtors' debt or the Debtors' stock.

19. All Documents Concerning potential or consummated transactions between or among the Consenting Stakeholders Concerning the Debtors, the Debtors' debt or the Debtors' stock.

20. All Documents and Communications Concerning discussions or meetings between the Debtors and/or their Professionals and Debtors' lenders, creditors, noteholders or shareholders and/or Consenting Stakeholders Concerning the Debtors' "exploration of possible

transactions to maximize value,” as described in the Disclosure Statement, including, but not limited to:

- a. The October 2018 strategic review process conducted by MTS;
 - b. Subsequent meetings of Debtors with representatives of key holders of the Debtors’ debt, including DK, KKR, Goldman Sachs, and York, Concerning the strategic review process;
 - c. The Mid-August, 2019 meeting with Debtors and MTS Concerning exploration of other alternatives, including a take-private transaction, a debt-to-equity swap, a restructuring of the existing Term Loan Facility, and bankruptcy options;
 - d. The subsequent meetings of Debtors, MTS, and KKR Concerning potential transactions of Senior Noteholders that would cash out the existing Quorum stockholders and take Quorum private;
 - e. The Diligence meeting between Debtors, MTS, KKR, DK, and Goldman Sachs Concerning the Debtors’ company performance and expectations for the final quarter of 2019; and
 - f. The December 2, 2019 and March 10, 2020 Schedule 13-D Amendments filed by KKR Concerning the Debtors to pursue the Potential Noteholder Transaction.
21. All Documents and Communications Concerning the Debtors’ Spin-Off, as described in the Disclosure Statement.
22. All Documents and Communications Concerning the potential value of the QHC Litigation Trust Assets, as defined in the Plan.
23. All Documents and Communications Concerning recognition of impairment charges taken by the Debtors.

24. All Documents and Communications related to the structure, planning, and negotiation of the RSA, including, but not limited to: any term sheets, summaries, or other documents relating to the timing or sequencing of the Restructuring Transactions.

25. All Documents and Communications Concerning the Debtors' formation of any special or independent committee to analyze and/or negotiate the terms of the RSA or any Restructuring Transaction, including, but not limited to: any board minutes, consents and resolutions.

26. All Documents and Communications Concerning the structure, planning, and negotiation of the MIP, including, but not limited to: any term sheets, summaries, or other documents relating to the timing or sequencing of the issuance of the New Common Stock.

27. All Documents and Communications Concerning the structure, planning, and negotiation of the DIP, including, but not limited to: any term sheets, summaries, or other documents relating to the loan.

28. All Documents and Communications Concerning the structure, planning, and negotiation of the QHC Litigation Trust including the choice of beneficiaries under the QHC Litigation Trust.

29. All Documents and Communications identifying and determining which of the Debtors' or the Debtors' estates' assets would be included in the QHC Litigation Trust.

30. All Documents and Communications Concerning flow-of-funds and similar Documents demonstrating money transfers to be made in connection with, and all wire transfer or other payment instructions and confirmations issued in connection with the RSA and the Restructuring Transactions.

31. All Documents and Communications Concerning any compensation or issuance of stock to any officers or directors of the Debtors.

32. All Documents and Communications provided to any entity preparing a valuation of the Debtors.

33. All Documents and Communications Concerning actions taken by the Debtors' board of directors with or without a meeting, including board minutes, consents and resolutions.

34. All Documents and Communications between or among the Debtors' officers and directors Concerning the Debtors' performance, prospects, business plan, valuation, the RSA, or the Restructuring Transactions.

35. All Documents and Communications Concerning potential or actual violations of any debt agreements.

36. All Documents and Communications Concerning any amendments to loan agreements.

37. All Documents and Communications Concerning the impact of COVID-19 on the Debtors.

38. All Documents and Communications Concerning any studies or projected financial performance of the Debtors relating to COVID-19's impact on the Debtors' businesses, including but not limited to, annual and periodic projections, forecasts, and budgets.

39. All Documents and Communications Concerning any funds or other moneys applied for or received under the Federal Coronavirus Economic Relief Plan (CARES Act).

40. All insurance policies providing any insurance coverage to the officers and directors of the Debtors.

41. All Documents and Communications sufficient to show Your document retention policies.

Dated: April 15, 2020
New York, New York

KASOWITZ BENSON TORRES LLP

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CERTIFICATE OF SERVICE

I, Brett S. Turlington, certify that I am not less than 18 years of age, and that service of the foregoing *Notice of Intent to Serve Subpoena on GoldenTree Asset Management LP* was caused to be made on April 15, 2020, in the manner indicated upon the entities identified below.

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Date: April 15, 2020

/s/ Brett S. Turlington
Brett S. Turlington (No. 6705)