

**UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF LOUISIANA
Lafayette Division**

IN RE:

CASE NO. 16-50740

PROGRESSIVE ACUTE CARE, LLC, et al.

CHAPTER 11

DEBTORS

JOINTLY ADMINISTERED

**EMERGENCY MOTION FOR ORDER
AUTHORIZING THE DEBTORS TO USE CASH COLLATERAL
AND SCHEDULING A FINAL HEARING**

NOW INTO COURT, through undersigned counsel, come Progressive Acute Care, LLC (“PAC”), Progressive Acute Care Avoyelles, LLC (“PAC Avoyelles”), Progressive Acute Care Oakdale, LLC (“PAC Oakdale”) and Progressive Acute Care Winn, LLC (“PAC Winn”) as debtors and debtors-in-possession (collectively, the “Debtors”), as debtors and debtors-in-possession, which pursuant to Sections 11 U.S.C. §105, 363 and 364 and Rules 2002, 4001 (b),(c) and (d) and 9014 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), hereby move (the “Motion”) this Court for entry of interim and final orders authorizing the Debtors to use cash and accounts receivable which may be “cash collateral” and providing adequate protection for same, and scheduling a final hearing on the Motion pursuant to Federal Rule of Bankruptcy Procedure 4001.

1.

JURISDICTION

This Court has jurisdiction over the Chapter 11 Cases and the Motion pursuant to 28 U.S.C. §§ 157(b) and 1334. Consideration of the Motion constitutes a core proceeding as defined in 28

U.S.C. § 157(b)(2).

2.

BACKGROUND

On May 31, 2016 (the "Petition Date"), the Debtors each filed a voluntary petition for relief under Chapter 11 of Title 11 of the United States Code ("Bankruptcy Code"). The Debtors continue to operate their businesses and manage their property as a debtors-in-possession pursuant to 11 U.S.C. §§ 1107 and 1108. No trustee or examiner has been appointed in these Bankruptcy Cases.

3.

The Debtors own and operate three (3) community-based hospitals ("Hospitals"), ranging from 50-60 bed capacity, which provide inpatient, outpatient and emergency care, primarily for residents of the immediate regions of the Hospitals. The Hospitals are located in Marksville (PAC Avoyelles), Oakdale (PAC Oakdale) and Winnfield (PAC Winn).

4.

The Debtors, along with a related entity, Progressive Acute Care Dauterive, LLC¹, are co-debtors on certain obligations owed to Business First Bank ("Business First"), currently in a principal amount exceeding \$10.5 million ("Indebtedness"). Specifically, the Debtors are indebted to Business First under the terms of a Business Loan Agreement, dated April 30, 2013, as amended, involving a Term Note and Revolving Line of Credit ("Business Loan Agreement"). Such indebtedness is secured by a multiple indebtedness mortgage in favor of Business First affecting the Debtors' real estate, and a first lien on, *inter alia*, the Debtors' accounts receivable, inventory,

¹ Dauterive is a wholly owned subsidiary of PAC, which filed a petition for relief under chapter 7 of title 11 of the U.S. Code on May 31, 2016 in this Court, which matter is currently pending as *In re Progressive Acute Care Dauterive, LLC, Ch.7 Debtor, Case No. 16-50739 U.S. District Court for the Western District of Louisiana, Lafayette Division*.

equipment and general intangibles. The Indebtedness was incurred in connection with the acquisitions and subsequent operations of the Debtors' Hospitals and a fourth hospital located in Iberia, Louisiana.

The Term Note ultimately became in default and Business First exercised its right to accelerate the maturity date thereof. In April 2016, the Debtors and Business First entered into a Forbearance Agreement through which Business First agreed to forbear from exercising its rights to enforce the Business Loan Agreement, including its security interests, for a period of four (4) months in exchange for agreed terms of the Debtors including payment in full of the Note on August 5, 2016.

RELIEF REQUESTED

5.

Through this Motion, the Debtors seek this Court's authorization to use cash which may be "cash collateral" as defined in 11 U.S.C. § 363(a) pursuant to sections 363(b)(2), (3) and (4) and Rule 4001(b), and provide adequate protection thereof retroactive to the Petition Date.

6.

In addition, the Debtors are seeking an immediate emergency preliminary hearing on the Motion to consider entry of an interim order pursuant to Bankruptcy Rule 4001 approving the use of Cash Collateral and adequate protection for same as to Business First retroactive to the Petition Date.

7.

In addition, the Debtors are requesting that a final hearing ("Final Hearing") be scheduled on the use of cash collateral and adequate protection therefore, and that notice procedures in respect

of the final hearing be established by this Court to consider entry of a final order (“Final Order”) granting this Motion.

8.

The Debtors require use of the proceeds of all accounts receivable and cash on hand and in their bank accounts in the ordinary course of the Debtors’ businesses to pay the expenses of operations incurred during the course of these Chapter 11 proceedings. Upon information and belief, Business First contends that the proceeds of all accounts receivable and the cash on hand and in bank accounts are collateral for the Indebtedness, and that Business First would be entitled to adequate protection for any use of the proceeds of all accounts receivable and the cash on hand and in bank accounts.

9.

The Debtors show that the Indebtedness to Business First is approximately \$10.5 million. The Debtors maintain that the value of the collateral allegedly securing the debt to Business First, including the accounts receivable, equipment and immovable property, exceed the Indebtedness. However, to the extent that the proceeds of all accounts receivable and cash on hand and in bank accounts constitute cash collateral and Business First’s liens thereon are not subject to avoidance or subordination and adequate protection is determined to be required, the Debtors propose to grant Business First a replacement lien on the Debtors’ post- petition accounts receivable and cash on hand, retroactive to the Petition Date, as adequate protection for the Debtors’ use of the proceeds of all accounts receivable and the cash on hand and in bank accounts to the extent that same constitute cash collateral, and only to the extent of the actual diminution of the value of Business First’s valid, enforceable security interests in the Debtors’ assets.

10.

Notwithstanding the granting of the replacement lien, the Debtors shall be authorized to use the proceeds of post-petition accounts receivable and the cash on hand and in bank accounts to pay all post-petition expenses of operation in the ordinary course of business and to make other expenditures outside the ordinary course of business as may be authorized by this Court. A preliminary budget is attached hereto as **Exhibit “A.”**

11.

By filing the Motion, Debtors propose that all legal and equitable rights, if any, of the Debtors and Business First are preserved and deemed not waived, including but not limited to:

- (A) The Debtors’ rights to seek a surcharge under 11 U.S.C. § 506(c);
- (B) The right of Business First to object to any future requests for authorization to use cash collateral;
- (C) The right of Business First to resist and defend against any attempts to seek a surcharge under 11 U.S.C. § 506(c) or to assert rights of setoff, compensation and/or recoupment under 11 U.S.C. § 553 or otherwise;
- (D) The Debtors’ rights to assert that the proceeds of all accounts receivable and the on hand and in bank accounts do not constitute “cash collateral” as defined in Section 363, and that Business First is not entitled to adequate protection for the use thereof; and,
- (E) The Debtors’ rights under Sections 510, 544, 545, 547, 548, 549, 550, 551, and 552 of the Bankruptcy Code to avoid and/or prime any lien of Business First on the proceeds of all accounts receivable and the cash from on hand and in bank accounts.

12.

The Debtors agree to provide Business First a report on the expenditures made pursuant to this Order (or any extension thereof) by the twentieth (25th) day of the month following the month in which the expense has been made.

13.

Rule 4001(b)(2) provides that a bankruptcy court may conduct a hearing on a motion under Section 363 of the Bankruptcy Code before expiration of a fourteen (14) day notice period as described therein and may authorize the use of cash collateral to the extent necessary to avoid immediate and irreparable harm to a debtor's estate pending a final hearing ("Preliminary Hearing"). Pending a final hearing on this Motion (which the Debtors request take place on or before thirty (30) days from the Petition Date, subject to the Court's availability) the Debtors must use cash collateral to maintain their operations until such final hearing is actually conducted.

14.

Accordingly, the Debtors request that the Court conduct an emergency interim hearing to consider the Debtors' request to use cash collateral.

15.

The Debtors further propose that the Final Hearing be held on the Debtors' request to use cash which may be cash collateral at least fourteen (14) days after service of this Motion, at which time the Debtors will ask the Court to consider entry of a final order. The Debtors submit that the Court's consideration of this Motion at an interim and final hearing held upon the notice proposed herein is consistent and in accordance with the procedures set forth in Bankruptcy Rule 4001(b) respecting the Debtors' obtaining the use of cash collateral.

16.

A copy of the proposed Order Authorizing the Use of Cash Collateral on an Interim Basis is attached hereto as Exhibit "B".

17.

The Debtors also request this Court's approval of the form and manner of notice with respect to the preliminary and final hearing on the Motion. Notice of the Preliminary Hearing and the relief requested in the Motion has been given to (i) the Office of the United States Trustee; (ii) Business First Bank; and, (iii) all creditors and parties in interest as shown on the Official Mailing List. No creditors' committee has been appointed in the Chapter 11 case. Under the circumstances, such notice of the Preliminary Hearing and the relief requested in the Motion complies with the requirements of Bankruptcy Code Section 364, 363 and Bankruptcy Rules 2002 and 4001.

18.

The Debtors propose to give at least fourteen (14) days advance notice of the hearing on the Final Order (the "Final Hearing") on the parties served with notice of the Preliminary Hearing, any other party which has filed a request for notice with this Court prior to the Preliminary Hearing and to counsel for any statutory committee appointed pursuant to Bankruptcy Code Section 1102. Objections to entry of the Final Order shall be in writing and shall be filed with the Clerk of the Bankruptcy Court with a copy contemporaneously served upon: (i) William E. Steffes and Barbara B. Parsons, Steffes, Vingiello & McKenzie, LLC, 13702 Coursey Boulevard, Building 3, Baton Rouge, Louisiana 70817, attorneys for the Debtors. Any objections by creditors or other parties in interest to any of the provisions of the Final Order shall be deemed waived unless filed and

served in accordance with this paragraph. The Debtors submit that such service and notice of the Preliminary Hearing and Final Hearing should be deemed good and sufficient.

WHEREFORE, Debtors respectfully request that this Court (a) after expedited consideration, enter an Interim Order as requested herein, (b) schedule a Final Hearing on the Motion and a final date for filing objections thereto, (c) authorize the use of cash which may constitute cash collateral and adequate protection for same retroactive to the Petition Date, (d) approve the form and manner of notice set forth herein on the Preliminary Hearing and Final Hearing on this Motion, (e) after the Final Hearing, enter a Final Order in a form substantially identical to the Interim Order with respect to use of alleged cash collateral and adequate protection for same, and (f) grant to Debtors such other and further relief as the Court deems just and proper.

Respectfully submitted by:

/s/ Barbara B. Parsons

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Proposed Counsel for Debtors

PROGRESSIVE ACUTE CARE, LLC ("PAC")
PAC DIP BUDGET
CONSOLIDATED

PAC DIP BUDGET - CONSOLIDATED [1]							
Week Ending: Week #	6/3/16 1	6/10/16 2	6/17/16 3	6/24/16 4	7/1/16 5	7/8/16 6	Total 6 Weeks
	Budget	Budget	Budget	Budget	Budget	Budget	Budget
Beginning Cash Balance [2]	\$766,032	\$1,363,386	\$813,851	\$1,062,040	\$727,884	\$1,242,309	\$766,032
Cash Receipts							
<i>A/R Receipts [3]</i>							
Avoyelles	211,156	233,325	241,338	228,606	234,423	234,789	\$1,383,638
Oakdale	170,411	159,797	156,070	162,092	159,320	168,523	\$976,212
Winn	191,076	154,678	166,277	170,677	163,877	176,764	\$1,023,349
Legacy	13,820	13,820	13,820	13,820	13,820	13,820	\$82,919
TOTAL A/R Receipts	\$586,463	\$561,620	\$577,504	\$575,196	\$571,440	\$593,896	\$3,466,118
<i>Other Receipts [4]</i>							
DSH	65,506	65,506	0	0	97,243	97,243	\$325,499
DSH Recoupment	(4,615)	(29,603)	(4,615)	(4,615)	(4,615)	(4,615)	(\$52,680)
2014 EHR Overpayment	0	(21,661)	0	0	0	0	(\$21,661)
TOTAL Other Receipts	\$60,891	\$14,242	(\$4,615)	(\$4,615)	\$92,628	\$92,628	\$251,157
Total - Cash Receipts	\$647,354	\$575,861	\$572,889	\$570,580	\$664,068	\$686,524	\$3,717,276
Operating Cash Disbursements [5]							
Salaries & Wages	0	(508,585)	0	(508,585)	0	(508,585)	(\$1,525,754)
Legacy 1099	0	(83,143)	0	(83,143)	0	(83,143)	(\$249,428)
Benefits & Payroll Taxes	0	(197,992)	(185,000)	(197,992)	(35,000)	(197,992)	(\$813,975)
Supplies	0	(30,950)	(30,950)	(30,950)	(30,950)	(69,950)	(\$193,750)
Prof. Fees (Hospitalists, Pathology, etc.) [6]	0	(135,750)	(76,750)	(52,067)	(51,693)	(47,755)	(\$364,015)
Contract Services	0	(6,000)	(6,000)	(6,000)	(6,000)	(44,442)	(\$68,442)
Repairs & Maintenance	0	(3,500)	(3,500)	(3,500)	(3,500)	(9,000)	(\$23,000)
Rents / Leases	0	(26,062)	(1,000)	(1,000)	(1,000)	(2,250)	(\$31,312)
Utilities	0	(23,000)	(3,000)	(3,000)	(3,000)	(65,115)	(\$97,115)
Insurance (D&O, Malpractice, & Gen Liability)	0	(94,415)	0	0	0	(94,415)	(\$188,830)
Taxes (Sales)	0	0	0	0	0	(2,724)	(\$2,724)
Contingency	(50,000)	(16,000)	(18,500)	(18,500)	(18,500)	(18,500)	(\$140,000)
Total - Cash Disbursements	(\$50,000)	(\$1,125,396)	(\$324,700)	(\$904,736)	(\$149,643)	(\$1,143,870)	(\$3,698,345)
OPERATING CASH FLOW	\$597,354	(\$549,535)	\$248,189	(\$334,156)	\$514,425	(\$457,346)	\$18,931
Business First Bank ("BFB") [7]							
Debt Payment - Interest on LOC	0	0	0	0	0	0	\$0
Debt Payment - P&I on Term Loan	0	0	0	0	0	0	\$0
Total BFB Payments	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Bankruptcy Expenses [8]							
SVM (BK Counsel)	0	0	0	0	0	0	\$0
SOLIC (Financial Advisor & Investment Banker)	0	0	0	0	0	0	\$0
Garden City Group (Claims Agent)	0	0	0	0	0	0	\$0
Ombudsman (TBD)	0	0	0	0	0	0	\$0
Quarterly U.S. Trustee Fees	0	0	0	0	0	0	\$0
Total Bankruptcy Expenses	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL NON-OPERATING DISBURSEMENTS	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Ending Cash Balance [2]	\$1,363,386	\$813,851	\$1,062,040	\$727,884	\$1,242,309	\$784,963	\$784,963

Notes:

[1] DIP Budget includes Avoyelles, Oakdale, Winn, and Legacy; Budget **does not** include Dauterive

[2] Beginning cash balance of as 5/31/16 and ending cash balance as of week ending 7/8/16.

[3] AR Receipts reflect an average of collected receipts from the last 3 weeks **less** a 15% discount for anticipated slower volumes during summer months

[4] Total Other Receipts primarily relates to net proceeds remaining from cost report/DSH refunds **less** recoupments; Additionally, \$40k of disbursements are assumed for E HR overpayments related to Oakdale & Winn

[5] Operating disbursements include payments to vendors who provide services to the hospitals and Corporate entity upon a bankruptcy filing. The timing of such payments are assumed to be made in ordinary course

[6] All physician groups are assumed to be critical vendors and their respective outstanding amounts (approx. \$300k) are projected to be paid off week 2 to 4 of DIP budget, with exception of one vendor, who will be paid over 8 weeks

[7] Assumes no payment to BFB during the bankruptcy period to preserve liquidity and ensure timely payments of administrative expenses

[8] During the 6 week budget period, no payments are assumed to be made to professionals. The Debtors' retained professionals received retainers prior to the filing of the bankruptcy and any monthly payments for services provided during the bankruptcy will be paid outside of the 6 week budget period. In addition, the DIP budget **does not** include any success fee due to SOLIC per SOLIC's engagement letter, however, to the extent such fee is earned in accordance with the terms of the engagement letter, then such amount will be deemed part of the DIP Budget

**UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF LOUISIANA
Lafayette Division**

IN RE:

CASE NO. 16-50740

PROGRESSIVE ACUTE CARE, LLC, et al.

CHAPTER 11

DEBTORS

JOINTLY ADMINISTERED

**ORDER AUTHORIZING THE INTERIM
USE OF CASH COLLATERAL AND GRANTING RELATED RELIEF**

Upon *Emergency Motion for Order Authorizing the Debtors to Use Cash Collateral and Scheduling a Final Hearing* (the “Motion”) filed by Progressive Acute Care, LLC (“PAC”), Progressive Acute Care Avoyelles, LLC (“PAC Avoyelles”), Progressive Acute Care Oakdale, LLC (“PAC Oakdale”) and Progressive Acute Care Winn, LLC (“PAC Winn”) as debtors and debtors-in-possession (collectively, the “Debtors”), pursuant to section 363 of title 11 of the United States Code (the “Bankruptcy Code”);

The Motion came before the Court upon the Debtors’ request to use any cash or cash proceeds (collectively, and otherwise defined in Section 363(a) of the Bankruptcy Code, the “Cash Collateral”) which are subject to the liens and security interests (collectively, the “Liens”) of Business First Bank (“Business First”) pursuant to a Business Loan Agreement between Business First and the Debtors dated April 30, 2013, as amended (together with all security agreements, promissory notes, deeds of trust, instruments, certificates, and other documents related thereto, the “Loan Documents”);

This Court having reviewed the Motion and all matters brought to its attention at the preliminary hearing held on June 2, 2016, pursuant to Bankruptcy Rule 4001; and, it appearing that the relief requested in the Motion to the extent granted by this Interim Order, is in the best

interest of the Debtors, their estates and creditors; and after due deliberation and consideration;

IT IS HEREBY ORDERED THAT:

1. The Motion is granted on an interim basis, *nunc pro tunc* as of May 31, 2016 (“the Petition Date”) on the terms set forth in this order (“Interim Order”). Any objections to the Motion and/or entry of this Interim Order that have not been previously withdrawn or resolved are hereby overruled. Subject to the terms set forth below, this Interim Order is valid and binding on all parties in interest and shall be immediately and fully effective upon its entry.

2. Use of Cash Collateral. The Debtors are authorized, pursuant to section 363(c)(2)(A) of the Bankruptcy Code to use Cash Collateral in accordance with the attached budget (“Budget”), for a period from the Petition Date through and including the earliest to occur of: (a) the payment in full or refinance of all of the Debtors’ obligations under the Loan Documents in their entirety, (b) the occurrence of a “Termination Event” (as hereinafter defined), or (c) July 21, 2016 (the “Termination Date”).

3. Notwithstanding anything contained herein, Business First shall have no obligation, pursuant to this Interim Order or otherwise, to allow the Debtors to use any Cash Collateral following the Termination Date. The Debtors reserve the right to seek Court approval of the continued use of Cash Collateral after the Termination Date.

4. Reporting of the Debtors. The Debtors shall provide Business First with a report on the expenditures made pursuant to this Interim Order (or any extension thereof) by _____, 2016, and by the twenty-fifth (25th) day of each month thereafter. The Debtors shall continue to produce any financial statements, reports, and other documents required under the Loan Documents in the manner and the timeframes specified in those documents. Upon reasonable written notice to the Debtors, Business First shall have the right to examine the Debtors’ books

and records.

5. Adequate Protection Lien. In addition to all existing security interests and liens granted to or for the benefit of Business First in and upon the prepetition property, as adequate protection for (y) the use of the Cash Collateral pursuant to the terms of this Interim Order, any final order approving use of cash collateral or any subsequent order or pursuant to Section 363(c) of the Bankruptcy Code, or (z) the imposition of the automatic stay pursuant to Section 362(a) of the Bankruptcy Code, and without the necessity of any further act or documentation, Business First is hereby granted a post-petition lien on post-petition properties of the kind and nature that it holds in pre-petition property, to the extent it does not already have the same, in the same priority as it held in prepetition property.

6. Termination Events. The occurrence of any of the following shall constitute a “Termination Event” under this Order except to the extent Business First waives in writing its rights and remedies in respect of such Termination Event: (a) the Debtors fail to timely comply with any terms, covenants, provisions, or agreements contained in this Interim Order; (b) the entry of an order dismissing any of the Debtors’ Chapter 11 cases; (c) the entry of an order converting any of the Debtors’ Chapter 11 cases to one under Chapter 7; (d) the entry of an order appointing a Chapter 11 trustee, chief responsible officer, or examiner with powers over the operation and business of any Debtor (beyond those set forth in Sections 1106(a)(3) and (4) of the Bankruptcy Code); (e) the Debtors’ assertion that any of the terms and condition of this Interim Order are not valid and binding; (f) if on an aggregate basis cash disbursements exceed the cash disbursements projected in the Budget provided that there shall be an allowed 15% variance to the aggregate amount of disbursements scheduled to be made pursuant to the Budget; or (g) the passage of more than thirty (30) days from the date of this Interim Order if this Court has not entered a final order

with respect to the Motion.

7. Reservation of Rights. Notwithstanding anything in this Interim Order to the contrary, all legal and equitable rights, if any, of the Debtors and Business First are preserved and deemed not waived, including but not limited to:

- (a) The Debtors' rights to seek a surcharge under 11 U.S.C. § 506(c);
- (b) The right of Business First to object to any future requests for authorization to use cash collateral, to seek relief from the automatic stay of 11 U.S.C. §362 or to file any other motion for relief under the Bankruptcy Code;
- (c) The right of Business First to resist and defend against any attempts to seek a surcharge under 11 U.S.C. § 506(c) or to assert rights of setoff, compensation and/or recoupment under 11 U.S.C. § 553 or otherwise;
- (d) The Debtors' rights to assert that the proceeds of all accounts receivable and on hand and in bank accounts do not constitute "cash collateral" as defined in Section 363, and that Business First is not entitled to adequate protection for the use thereof; and,
- (e) The Debtors' rights under Sections 510, 544, 545, 547, 548, 549, 550, 551, and 552 of the Bankruptcy Code to avoid and/or prime any lien of Business First on the proceeds of all accounts receivable and the cash from on hand and in bank accounts.

8. Carve Out. Upon the occurrence of a Termination Event, to the extent that there are not sufficient, unencumbered assets in the Debtors' respective estates to pay such amounts set forth below in this paragraph, the Adequate Protection Liens and all liens in favor of Business first shall be subject and subordinate to payment of the following: (i) all fees required to be paid to the

Clerk of the Court and to the U.S. Trustee under 28 U.S.C §1930(a) plus interest pursuant to 31 U.S.C. §3717; (ii) all reasonable fees and expenses incurred by a patient care ombudsman, if required and if appointed under section 333 of the Bankruptcy Code in an aggregate amount not to exceed \$10,000; and (iii) to the extent allowed by the Bankruptcy Court at any time, and subject to the Budget, all accrued and unpaid fees, disbursements, costs and expenses of professionals or professional firms retained by the Debtors accrued or incurred at any time before or on the date and time of the delivery by Business First of a Notice of Event of Default, whether allowed by the Court prior to or after delivery of a Notice of Event of Default; plus fees, costs and expenses incurred by the aforementioned professionals after the date of the Notice of Event of Default in an amount not to exceed [\$200,000] in the aggregate; plus any success fee payable to SOLIC Capital Advisors, LLC and, its affiliate, SOLIC Capital, LLC pursuant to the terms of SOLIC's engagement letter, as amended; provided, however, that nothing in this Order shall be construed to impair the right of any party to object to any fees, expenses, reimbursement or compensation sought by any such professionals or any other person or entity.

9. Final Hearing. A final hearing to consider approval of the Motion will be held before this Court on _____, 2016, at (the "Final Hearing"). Pursuant to Bankruptcy Rule 4001(b)(3), proposed counsel to the Debtors shall provide notice of the Final Hearing and a copy of this Interim Order to (a) the United States Trustee, (b) counsel for Business First, (c) the Debtors' 20 largest unsecured creditors; (d) those parties in interest that have requested notice pursuant to Bankruptcy Rule 2002(g); and (e) parties claiming a lien or security interest in the Debtors' property. Any objections to the relief sought at the Final Hearing shall be in writing, state the basis therefor, and be filed and served on counsel for the Debtors and counsel for Business First no later than _____, 2016.