



SO ORDERED.

SIGNED September 30, 2016.


ROBERT SUMMERHAYS
UNITED STATES BANKRUPTCY JUDGE

**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**

**AMENDED FINAL ORDER GRANTING MOTION AND SUPPLEMENTAL MOTION
UNDER 11 U.S.C. §§ 363(b) AND (f) AND 365 APPROVING SALE OF ASSETS AND
ASSUMPTION AND ASSIGNMENT OF CERTAIN CONTRACTS
AND LEASES AND AMOUNTS OF CURE, IF ANY, RELATING THERETO**

Considering the *Motion Under 11 U.S.C. §§ 363(b) and (f) and 365 for: (I) Preliminary Order (i) Approving Bidding Procedures and Stalking Horse Bid and Fee, (ii) Prescribing Notice Requirements, and (iii) Setting Hearing Date, Time and Place for Auction of Debtors' Property; and, for (II) Order Approving Sale of Assets and Assumption and Assignment of Certain Contracts and Leases and Amounts of Cure, if any, Related Thereto* [Doc.183], and the Supplemental Motion thereto filed on August 25, 2016 [Doc. 282] (collectively the "Amended Sale 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” or sometimes referred to as “Sellers”), in the above-captioned administratively consolidated cases (the “Chapter 11 Cases”); the preliminary Order (“the Procedures Order”) entered thereon [Doc. 226] that, *inter alia*, approved the Stalking Horse Bid, as set forth in the Asset Purchase Agreement¹ (“APA”) submitted by Central Louisiana Hospital Group, LLC (“CLHG”); and the evidence presented and the representations of counsel made at the final hearing on the Amended Sale Motion held on August 26, 2016, the record of the Chapter 11 Cases; applicable law; and, the Findings of Fact and Conclusions of Law entered contemporaneously with this Order:

IT IS HEREBY ORDERED THAT the Amended Sale Motion is granted in all respects and all objections thereto be and they are hereby overruled; and the sale of the Purchased Assets² and the assumption and assignment of certain Assumed Contracts (“the Sale and Assignments”) as set forth in the APA, as modified by the parties in the Amendment to Asset Purchase Agreement [Doc. 282]³ (“the Amended APA”) (the APA as modified by the Amended APA collectively referred to as “the Final APA”)⁴, pursuant to and under the terms set forth in the Final APA duly executed by CLHG or its permitted designees (“the Purchasers”)⁵ and the Debtors is hereby approved in its entirety and is authorized under sections 363 and 365 of the Bankruptcy Code and shall constitute a valid and binding agreement in accordance with the terms of the Final APA; and Purchasers and the Debtors shall close the Sale within the time period set forth in the Final APA

¹ The Asset Purchase Agreement, attached as Exhibit 1 to the *Procedures Order*, represents the Stalking Horse Bid.

² See Real Property subject to Sale, attached hereto as Exhibit C.

³ The Amendment to the Asset Purchase Agreement is attached as Exhibit A to the *Supplemental Motion* [Doc. 282].

⁴ Any capitalized terms otherwise undefined in this Order shall have the meanings ascribed to them in the Final APA.

⁵ See Permitted Designees, attached hereto as **Exhibit B**.

(such date, the “Closing Date”), unless the Debtors and Purchaser agree to an extension of that time;

IT IS FURTHER ORDERED that pursuant to Sections 105(a) and 363(f) of the Bankruptcy Code, the Sale and Assignments are hereby approved free and clear of all mortgages, security interests, liens, encumbrances, interests, commissions, assessments, conditional sale or other title retention agreements, pledges, judgments, demands, easements, servitudes, restrictions, costs, or charges of any kind or nature, and claims (for and as that term is defined in section 101(4) of the Bankruptcy Code) (collectively, the “Liens and Claims”)⁶ asserted against the Purchased Assets and Assumed Contracts *except for the Permitted Exceptions as defined in the Final APA including the existing Liens granted by any one or more of the Sellers to Business First Bank (“the BFB Liens”) and the Liens to be granted at Closing by Purchaser to Sellers (“the Wraparound Liens”) to secure the Wraparound Note (defined below);*

IT IS FURTHER ORDERED that, in accordance with the agreement of the Debtors and the Purchasers as embodied in the Final APA, the Debtors, as Sellers, are hereby authorized and directed to accept a promissory note executed by Purchasers in solido as to each signatory in the original principal amount equal to \$10,050,000⁷ (the “Wraparound Note”) at Closing; the Wraparound Note shall be secured by (1) mortgages granted by Purchasers (the original Purchaser or its permitted assignees, as the case may be) to Sellers against all Owned Property being conveyed by Sellers to Purchasers, (2) a security agreement granting from Purchasers to Sellers perfected security interests in and to all other Purchased Assets being conveyed by Sellers to Purchasers and all of Purchasers’ other assets existing at and after Closing, including all proceeds

⁶ See Liens and other encumbrances subject to cancellation, attached hereto as Exhibit D.

⁷ Subject to adjustments upward and downward as provided by Section 3.1 of the Final APA.

thereof, and (3) a commercial guaranty of payment to be executed at the Closing by Allegiance Health Management, Inc. guaranteeing full and timely payment of the Wraparound Note, provided guarantor's liability thereunder will be limited to \$500,000. Such mortgages and security interests shall be subject to existing mortgages and security interests of Business First Bank affecting the Owned Property and other Purchased Assets, but shall have priority over any and all other consensual liens. Until the entire principal amount of the Wraparound Note and all interest accrued thereon have been paid in full, Purchaser shall not grant mortgages or security interests against any of the assets covered by the mortgages and security agreements referred to above. The Wraparound Note shall bear interest from September 1, 2016 until paid in full at a rate equal to the per diem amount (calculated at the non-default contractual rate) of interest accruing on Sellers' indebtedness to Business First Bank and interest shall be paid by Purchasers to Sellers not later than one (1) business day before each date that Sellers are obligated to remit interest to Business First Bank. All principal and interest due under the Wraparound Note shall be fully due and payable on or before October 17, 2016. The Wraparound Note and such mortgages, security agreements and commercial guaranty shall contain such other provisions and terms as may be reasonably requested by Sellers, including provisions for default interest and collection of attorney fees and other collection expenses in the event of default as are customary and usual in commercial banking transactions. The Purchasers shall make payment to the Debtors (and only to the Debtors) of all amounts due under the Wraparound Note with all amounts of interest thereunder received by the Debtors being remitted by the Debtors to Business First Bank as and when due to be paid to Business First Bank;

IT IS FURTHER ORDERED that payment in full of all amounts of principal and interest due under the Wraparound Note ("Full and Final Payment") shall be made by Purchasers on or before October 17, 2016, by wire transfer to Sellers' Bank Account # xxxx6701 maintained at

Business First Bank to be administered pursuant to the provisions of the Bankruptcy Code and any further Orders of this Court; upon receipt of such Full and Final Payment in said Seller's Bank Account, the BFB Liens and the Wraparound Liens shall be immediately released and cancelled by operation of this Order insofar as they affect any of the Purchased Assets and/or the Assumed Contracts with such BFB Liens to attach to the proceeds of the Sale and Assignments with the same validity, extent, rank, and priority they had as against the Purchased Assets and/or Assumed Contracts themselves. Upon receipt of the Full and Final Payment, the Debtors shall promptly file a Notice of Receipt into the record of this case, evidencing such payment. Business First Bank and the Debtors shall execute and deliver such documents as may be reasonably requested by the Purchasers for the purpose of discharging as of record any or all of such BFB Liens and/or the Wraparound Liens, as the case may be;

IT IS FURTHER ORDERED that, except as expressly permitted by this Order, all persons and entities holding Liens and Claims with respect to the Purchased Assets and Assumed Contracts be and hereby are barred from asserting such Liens and Claims against Purchasers, their successors or assigns, or the Purchased Assets or Assumed Contracts;

IT IS FURTHER ORDERED that the transfer of the Purchased Assets and Assumed Contracts by the Debtors to Purchasers for the Purchase Price (i) are and will be legal, valid and effective transfers, (ii) will vest Purchasers with good title to the Purchased Assets, as the case may be, free and clear of all Liens and Claims except for the Permitted Exceptions with all such Liens and Claims to attach to the sale proceeds with the same validity, extent, rank, and priority each had as against the Purchased Assets themselves, (iii) constitute reasonably equivalent value and fair consideration under the Bankruptcy Code and nonbankruptcy law, and (iv) does not and will not subject Purchasers to any liability by reason of such transfers under the Bankruptcy Code or under the laws of the United States, any state, territory or possession thereof, or the District of Columbia,

in whole or in part, directly or indirectly, or under any theory of law including, without limitation, any theory of successor or transferee liability;

IT IS FURTHER ORDERED that nothing in this Order shall be deemed an admission, acknowledgment, or allowance of the validity, extent, rank, or priority of any liens, claims, or interests that may attach to the proceeds of the Sale, and any and all rights, claims, defenses, and other challenges of the Debtors, the Official Committee of Unsecured Creditors, or any other parties-in-interest with respect to the validity, extent, rank, or priority of such liens, claims, or interests are hereby expressly preserved;

IT IS FURTHER ORDERED that this Order is and shall be binding upon and govern the acts of all entities, including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, recorders of conveyances, registrants and deeds, administrative agencies, governmental departments, secretaries of state, Federal, state and local officials, and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any and/or all of the Purchased Assets; the Clerks of Court of Allen Parish, Winn Parish, and Avoyelles Parish, Louisiana, be and they hereby are directed to cancel and erase the inscriptions of the Liens and Encumbrances listed on Exhibit D insofar as such Liens and Encumbrances affect any of the Real Property subject to the Sale listed on Exhibit C upon presentation of a copy of this Order;

IT IS FURTHER ORDERED that the assumption and assignment of the Assumed Contracts, listed on Exhibit "A" hereto, to the Purchasers be and they are hereby approved; and, that, pursuant to Section 365(b) and (f), the only cure amounts due or which will become due by

the estimated date of Closing on September 1, 2016, to the other parties to the Assumed Contracts are those set forth on Exhibit “A,” with the Purchasers to be responsible for paying all such “Cure Costs;”

IT IS FURTHER ORDERED that the Debtors, acting through the signatory power of Michael Hurlburt or Wayne Thompson, be and hereby are, authorized, empowered, and directed to execute, deliver, fully perform under, consummate and implement the Sale and Assignments, including, but not limited to, the execution of Bills of Sale of the Purchased Assets and Assumption and Assignment Agreement of the Assumed Contracts and any such other and further agreements and closing documents as may be necessary to implement the terms of this Order and the Sale and Assignments; and, that this Order shall be deemed to provide full authority for execution of the Sale and Assignments and any such other further agreements and closing documents notwithstanding any provisions in the articles of organization, operating agreement, or other organizational or governance documents of the Debtors to the contrary;

IT IS FURTHER ORDERED that the Sellers shall assume and assign all contracts with eClinicalWorks, LLC (“ECW”) to Purchasers. Pursuant to this Order, Purchasers, each of them, assume all responsibilities of the Debtors under the contracts with ECW. Purchasers are entitled to take access to all patient records and ECW may correspond directly with Purchasers as a counterparty to the contracts. Purchasers, each of them, and Debtors shall execute transfers of ownership documents with ECW. Purchasers shall be responsible for paying any “cure costs” relating to the assumed and assigned ECW contracts;

IT IS FURTHER ORDERED that Purchasers shall be, and hereby are, entitled to the protection of Section 363(m) of the Bankruptcy Code as purchasers in good faith;

IT IS FURTHER ORDERED that all entities who are presently, or who on or after the closing of the Sale and Assignments may be, in possession of any of the Purchased Assets, are

hereby directed to surrender possession of the same to Purchasers immediately upon the occurrence of the Closing;

IT IS FURTHER ORDERED that except as expressly permitted or otherwise specifically provided by this Order or the Final APA, all persons and entities, including, but not limited to, governmental, tax and regulatory authorities, trade and other creditors and past and present employees of the Debtors, holding liens, claims and interests of any kind or nature whatsoever against the Debtors or the Purchased Assets (whether legal or equitable, secured or unsecured, matured or unmatured, contingent or non-contingent, senior or subordinated), arising prior to the Closing, under or out of, in connection with or in any way relating to the Debtors or the Purchased Assets, are forever enjoined from asserting against Purchasers, their successors or assigns, their assets, or the Purchased Assets, such persons' or entities' liens, claims or interests;

IT IS FURTHER ORDERED that the terms and provisions of this Order shall be binding in all respects upon, and shall inure to the benefit of, the Debtors, their estates and creditors, Purchasers and their respective purchasers and assigns, and any affected third parties, notwithstanding any subsequent conversion of any of these administratively consolidated cases to a case under Chapter 7 of the Bankruptcy Code or the appointment of any trustee for any of the Debtors under Chapter 7 of the Bankruptcy Code, upon which trustee such terms and provisions shall be binding in all respects;

IT IS FURTHER ORDERED that, to the extent of any conflict or inconsistency between this Order and the Final APA, any pleading, prior Order of this Court, or any other document relating to the subject matter hereof, the provisions of this Order shall govern and control, unless expressly stated to the contrary herein;

IT IS FURTHER ORDERED that this Court shall retain exclusive jurisdiction to enforce the provisions of this Order, the Final APA, the Wraparound Note (including all security

documents and guarantees related thereto) and to resolve any issue or dispute concerning the interpretation, implementation, or enforcement thereof;

IT IS FURTHER ORDERED that the fourteen-day stay under Bankruptcy Rule 6004(h) is hereby waived; and,

IT IS FURTHER ORDERED that this Order is a final order and, in accordance with Bankruptcy Rule 8002(a), the time to file a notice of appeal shall commence from the date of entry of this Order.

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Respectfully submitted by:

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EXHIBIT A

Cure Amount Schedule

AVOYELLES CONTRACTS AND LEASES			
Debtor Party to Contract	Contract Counterparty	Description of Contract or Lease	Proposed Cure Amount
PAC Avoyelles	GE Optima 660 CT Technology	Personal property lease no. 9737902-001: Optima 660 CT Technology	-
PAC	GE Capital	Personal property lease no. 9802124001: Medispense	-
PAC	GE Capital	Personal property lease no. 7808494-001: Copiers	\$14,464.87 This Cure Amount is subject to payment on or before 8/31/16; if payment is made thereafter, then both the monthly lease payments and late charges will continue to accrue under the terms of the lease.
PAC Avoyelles	GE Healthcare Financial	Personal property lease no. 8772873-001: Digital Mammo Unit	\$5,964.60
PAC Avoyelles	Olympus America Inc.	Personal property lease: Endoscope	\$4,274.51
PAC Avoyelles	Philips Medical Capital	Personal property lease: Ultrasound	\$8,854.46
PAC	Computer Programs & Systems, Inc.	Electronic records/software	\$65,602.51
PAC Avoyelles	Hathorn Record Management	Medical records storage	\$12,873.62
PAC Avoyelles	Aetna Better Health Inc. & Aetna Coventry (Aetna)	Managed care contracts	No Cure Amount is known to be due at this time; however, Aetna shall retain the right to recoup and seek from Purchaser the satisfaction of unidentified overpayments that are not presently curable defaults under the Assumed Contracts.
PAC Avoyelles	Amerigroup	Managed care contract	-
PAC Avoyelles	Blue Cross Blue Shield	Managed care contract	-
PAC Avoyelles	Humana	Managed care contract	-
PAC Avoyelles	PPOplus	Managed care contract	-
PAC Avoyelles	UnitedHealthcare	Managed care contract	-

AVOYELLES CONTRACTS AND LEASES, cont'd			
Debtor Party to Contract	Contract Counterparty	Description of Contract or Lease	Proposed Cure Amount
PAC Avoyelles	Vantage Health Plan	Managed care contract	-
PAC Avoyelles	Cigna	Managed care contract	-
PAC Avoyelles	PDM JDT, LLC	Real property lease: Place Due Marche, 338 Moreau Street, Marksville, Louisiana 71351	-
PAC Avoyelles	Avoyelles Surgical Associates	Real property lease: 4239 Highway 1192, Suite 300, Marksville, LA	-
PAC Avoyelles	Hope's Children & Family Care Clinic	Real property sublease: 338 Moreau Street, Suite B, Marksville, Louisiana	-
PAC Avoyelles	Avoyelles Pediatrics	Real property sublease: 338 Moreau Street, Suite E & F, Marksville, Louisiana	-
PAC Avoyelles	Dr. Donna Breen, M.D.	Real property sublease: 338 Moreau Street, Suite A, Marksville, Louisiana	-
PAC Avoyelles	Dr. Kevin L. Bordelon, M.D.	Real property lease: 4239 Highway 1192, Suite 200, Marksville, LA	-
PAC Avoyelles	Dr. Ellas Mounayar, M.D.	Real property sublease: 338 Moreau Street, Suite D, Marksville, Louisiana	-
PAC Avoyelles	Dr. Warren John Plauche	Real property lease: 4239 Highway 1192, Suite 100, Marksville, LA	-
PAC Avoyelles	Siemens lab reagent equipment	Equipment and Product Agreement	\$28,860.18
PAC Avoyelles	All Saints Hospice	Agreement for Hospice Services	-
PAC Avoyelles	Avoyelles Manor Nursing Home	Host Facility Agreement	-
PAC Avoyelles	Avoyelles Parish Sheriff's Office	Healthcare Professional's Agreement	-
PAC Avoyelles	Central LA Area Education Center	"A-HEC of a Summer", 2016 Program Agreement	-
PAC Avoyelles	Central LA Technical College	Multiple Cooperation Agreements	-
PAC Avoyelles	City of Marksville	Real property lease: 4.61 acres lying within and forming a portion of Section 61, Township Two North, Range Four East, Ward 2, Avoyelles Parish, Louisiana	-

Exhibit A

AVOYELLES CONTRACTS AND LEASES, cont'd			
Debtor Party to Contract	Contract Counterparty	Description of Contract or Lease	Proposed Cure Amount
PAC Avoyelles	CMS Communications	Quality Improvement Organization Memorandum of Agreement	-
PAC Avoyelles	Compassionate Care—Hospice	Hospital Inpatient Services Agreement	-
PAC Avoyelles	Journey Hospice of Alexandria	Hospice and Inpatient Facility Agreement	-
PAC Avoyelles	Louisiana Eyebank	Terms of Association Agreement	-
PAC Avoyelles	LSU Health—Shreveport	AAMC Uniform Clinical Training Affiliation Agreement	-
PAC Avoyelles	Louisiana Healthcare Quality Forum	Healthcare Information Exchange Agreement	-
PAC Avoyelles	Louisiana Organ Procurement Agency	Agreement for Procurement of Organs/Tissue	-
PAC Avoyelles	LSU—Alexandria (Dept. of Allied Health)	Clinical Laboratory Science Program Agreement	-
PAC Avoyelles	St. Joseph Hospice	Hospital Provider Agreement	-
PAC Avoyelles	eClinicalworks, LLC	Billing service provider	\$3,293.72

OAKDALE CONTRACTS AND LEASES			
Debtor Party to Contract	Contract Counterparty	Description of Contract or Lease	Proposed Cure Amount
PAC Oakdale	Mindray DS	Personal property lease: Telemetry	\$900.01
PAC Oakdale	De Lage Landen	Personal property lease: Blood Gas Analyzer	\$3,293.93
PAC Oakdale	Karl Storz	Personal property lease: Endoscopy	\$28,614.49
PAC Oakdale	Siemens Financial Services (“SFS”)	Personal property lease: Chemistry Analyzer	\$24,920.46 The Cure Amount shall be paid in five equal consecutive monthly installments of \$4984.09, with the 1st installment being paid contemporaneously with and in addition to the payment due to SFS by Purchaser under the assigned lease for the month of September 2016.
PAC	GE Capital	Personal property lease no. 7808494-005: Copier	\$10,256.11 This Cure Amount is subject to payment on or before 8/31/16; if payment is made thereafter, then both the monthly lease payments and late charges will continue to accrue under the terms of the lease.
PAC	GE Capital	Personal property lease no. 9802124001: MedDispense	-
PAC Oakdale	Toshiba	Personal property lease: Ultrasound	\$3,218.11
PAC	Computer Programs & Systems, Inc.	Electronic records/software	\$32,136.68
PAC Oakdale	Professional Archive Solutions	Medical records storage	\$20,565.60
PAC Oakdale	Aetna Better Health Inc. and Aetna Coventry	Managed care contracts	\$2,400.67 Aetna shall retain the right to recoup and seek from Purchaser the satisfaction of unidentified overpayments that are not presently curable defaults under the Assumed Contracts.

Exhibit A

OAKDALE CONTRACTS AND LEASES, cont'd			
Debtor Party to Contract	Contract Counterparty	Description of Contract or Lease	Proposed Cure Amount
PAC Oakdale	Blue Cross Blue Shield	Managed care contract	-
PAC Oakdale	Humana	Managed care contract	-
PAC Oakdale	PPOplus	Managed care contract	-
PAC Oakdale	UnitedHealthcare	Managed care contract	-
PAC Oakdale	Vantage Health Plan	Managed care contract	-
PAC Oakdale	Verity HealthNet Network	Managed care contract	-
PAC Oakdale	Cigna	Managed Care Contract	
PAC Oakdale	Charles Cottongin	Real property lease: 404 West 6th avenue, Oakdale, Louisiana	\$2,100
PAC Oakdale	Town of Elizabeth	Real property lease: 504 West Main Street, Elizabeth, Louisiana	\$1,250
PAC Oakdale	eClinicalworks, LLC	Billing service provider	\$9,128.84

WINN CONTRACTS AND LEASES			
Debtor Party to Contract	Contract Counterparty	Description of Contract or Lease	Proposed Cure Amount
PAC Winn	Siemens Financial Services	Personal property lease: Chemistry Analyzer	\$27,206.75 The Cure Amount shall be paid in five equal consecutive monthly installments of \$5441.35, with the 1st installment being paid contemporaneously with and in addition to the payment due to SFS by Purchaser under the assigned lease for the month of September 2016.
PAC	GE Capital	Personal property lease no. 7808494-006: Copiers	\$12,383.67 This Cure Amount is subject to payment on or before 8/31/16; if payment is made thereafter, then both the monthly lease payments and late charges will continue to accrue under the terms of the lease.
PAC	GE Capital	Personal property lease no. 9802124001: MedDispense	\$3,802.33
PAC	Computer Programs & Systems, Inc.	Electronic records/software	-
PAC Winn	Professional Archive Solutions	Medical records storage	
PAC Winn	Aetna Better Health Inc. and Aetna Coventry	Managed care contracts	No Cure Amount is known to be due at this time; however, Aetna shall retain the right to recoup and seek from Purchaser the satisfaction of unidentified overpayments that are not presently curable defaults under the Assumed Contracts.
PAC Winn	Amerigroup	Managed care contract	-
PAC Winn	Blue Cross Blue Shield	Managed care contract	-
PAC Winn	Humana	Managed care contract	-
PAC Winn	PPOplus	Managed care contract	-
PAC Winn	UnitedHealthcare	Managed care contract	-
PAC Winn	Vantage Health Plan	Managed care contract	-
PAC Winn	Cigna	Managed care contract	-
PAC Winn	Shelton Properties, West Court Division, LLC	Real property lease: 608 W. Lafayette St, Winnfield, LA	\$50,343.75

Exhibit A

WINN CONTRACTS AND LEASES, cont'd.			
Debtor Party to Contract	Contract Counterparty	Description of Contract or Lease	Proposed Cure Amount
PAC Winn	Stryker Financing/MedOne Capital Funding	Personal property lease no. 21-6674: Endoscopy	\$8,176.88
PAC Winn	MedOne Capital Funding	Personal property lease no. MO-E028969A: IV pumps	\$9,562.36
PAC Winn	eClinicalworks, LLC	Billing service agreement	\$3,054.47

Exhibit B

Designees of Central Louisiana Hospital Group, LLC acquiring property sold pursuant to the Sale Order:

1. Oakdale Real Estate Holdings, LLC
2. CLHG-Oakdale, LLC
3. Avoyelles Real Estate Holdings, LLC
4. CLHG-Avoyelles, LLC
5. Winn Real Estate Holdings, LLC, and
6. CLHG-Winn, LLC

Exhibit C

Real Property subject to Sale Order

AVOYELLES PARISH PROPERTY

Certain pieces, parcels or tracts of ground, lying and situated in Avoyelles Parish, Louisiana and more particularly described as follows, to-wit:

TRACT NO. 1: Lot 2 containing 0.887 acre and Lot 6 containing 1.207 acres respectively, both lots being identified as TRACT NO. 1, together with all buildings and improvements, located in Sections 45 and 61, Township 2 North, Range 4 East, Ward 2 of Avoyelles Parish, Louisiana, being more particularly described as follows: BEGIN at the Northwest corner of Lot 2 which is the intersection of the South Right-of-Way line of Dedicated Street and the East Right-of-Way line of Louisiana Highway Nos. 107 and 115 for the POINT OF BEGINNING: Thence proceed along the South Right-of-Way line of Dedicated Street North 49 degrees 02 minutes 34 seconds East 55.45 feet; thence along a curve to the right having a chord of North 74 degrees 40 minutes 15 seconds East 141.26 feet and a radius of 191.00 feet; thence South 09 degrees 16 minutes 03 seconds East 35.52 feet; thence South 78 degrees 29 minutes 36 seconds West 19.46 feet; thence along a curve to the right having a chord of South 18 degrees 27 minutes 33 seconds West 114.84 feet and a radius of 113.31 feet; thence South 79 degrees 52 minutes 23 seconds West 42.02 feet; thence North 41 degrees 00 minutes 25 seconds West 543.80 feet back to the POINT OF BEGINNING. Being identified as TRACT NO. 1 on the Plat of Survey by Walter Glen Kirkland, Registered Land Surveyor dated March 24, 2009.

TRACT NO. 2: Lot 3 containing 0.888 acre and Lot 4 containing 0.911 acre respectively, both lots being identified as TRACT NO. 2 together with all buildings and improvements, located in Section 45, Township 2 North, Range 4 East, Ward 2 of Avoyelles Parish, Louisiana, being more particularly described as follows: BEGIN at the Northwest corner of Lot 3 which is the Southwest corner of the (Now or Formerly) Earland Dupuis et al. Property on the East side of Louisiana Highway Nos. 107 and 115 for the POINT OF BEGINNING: Thence proceed along the North line of Section 45, North 73 degrees 33 minutes 45 seconds East 373.12 feet; thence South 21 degrees 35 minutes 16 seconds East 259.20 feet; thence along a curve to the right having a chord of North 88 degrees 54 minutes 02 seconds West 55.30 feet and a radius of 382.00 feet; thence along a curve to the left having a chord of South 84 degrees 37 minutes 27 seconds West 97.62 feet and a radius of 241.00 feet; thence along a curve to the left having a chord of South 60 degrees 15 minutes 52 seconds West 78.99 feet and a radius of 246.00 feet; thence South 48 degrees 57 minutes 39 seconds West 55.32 feet; thence North 41 degrees 00 minutes 27 seconds West 290.24 feet back to the POINT OF BEGINNING. Being identified as TRACT NO. 2 on the Plat of Survey by Walter Glen Kirkland, Registered Land Surveyor, dated March 24, 2009.

TRACT NO. 3: 13.600 acres being identified as TRACT NO. 3, located in Section 61, Township 2 North, Range 4 East of Avoyelles Parish, Louisiana being more particularly described as follows: BEGIN at the most Southwesterly corner of tract of land on the East side of Louisiana Highway No. 1192 for the POINT OF BEGINNING: Thence proceed North 11 degrees 38 minutes 56 seconds West 88.90 feet along the East Right-of-Way line of Louisiana Highway No. 1192; thence leaving said Right-of-Way proceed North 78 degrees 41 minutes 07 seconds East 264.99 feet; thence proceed North 11 degrees 25 minutes 02 seconds West 252.02 feet; thence proceed South 78 degrees 39 minutes 14 seconds West 265.10 feet to a ½" Rebar marking an intersection with the East Right-of-Way of Louisiana Highway No. 1192; thence proceed North 11 degrees 25 minutes 50 seconds West along said East Right-of-Way of parish road to the West side of 50' dedicated street; thence proceed South 10 degrees 22 minutes 09 second East 722.36 feet along the West side of road to the Southeast corner of land herein described; thence proceed South 78 degrees 44 minutes 00 seconds West 913.52 feet back to the POINT OF BEGINNING. Being identified as TRACT NO. 3 on Plat of Survey by Walter Glenn Kirkland, Registered Land Surveyor, dated March 24, 2009.

TRACT NO. 4: 3.334 acres being identified as TRACT NO. 4, located in Section 61, Township 2 North, Range 4 East, Ward 2 of Avoyelles Parish, Louisiana, together with all buildings and improvements, being more particularly described as follows: Commence at the most Southwesterly corner of tract of land on the East side of Louisiana Highway No. 1192; thence proceed North 78 degrees 44 minutes 00 seconds East 963.58 feet to the Southwest corner of land herein described for the POINT OF BEGINNING; Thence proceed North 10 degrees 22 minutes 34 seconds West 722.34 feet along the East side of Dedicated Street (50' - RW) to the South Right-of-Way of Parish Road (Hospital Road); thence proceed North 75 degrees 47 minutes 38 seconds East 200.46 feet along said parish road to the Northeast corner of land herein described (also the Northwest corner of land owned by Ronald Robbins); thence proceed South 10 degrees 17 minutes 59 seconds East 558.01 feet; thence South 10 degrees 33 minutes 28 seconds East 174.63 feet to the Southeast corner of land herein described; thence proceed South 78

degrees 44 minutes 00 seconds West 199.84 feet back to the POINT OF BEGINNING. Being identified as TRACT NO. 4 on Plat of Survey by Walter Glen Kirkland, Registered Land Surveyor, dated March 24, 2009.

TRACT NO. 5: 0.471 acre being identified as TRACT NO. 5, located in Sections 45 and 61, Township 2 North, Range 4 East, Ward 2 of Avoyelles Parish, Louisiana, together with all buildings and improvements, being more particularly described as follows: Commence at the Northwest Corner of Lot 3 which is the Southwest corner of the (Now or Formerly) Earland Dupuis property on the East side of Louisiana Highway Nos. 107 and 115. Proceed South 41 degrees 00 minutes 27 seconds East along said right-of-way 290.24 feet for the POINT OF BEGINNING; thence leaving said right-of-way proceed North 48 degrees 57 minutes 39 seconds East 55.32 feet; thence proceed along a curve to the right having a chord of North 60 degrees 15 minutes 52 seconds East 78.99 feet and a radius of 246.00 feet; thence proceed along a curve to the right having a chord of North 84 degrees 37 minutes 27 seconds East 97.62 feet and a radius of 241.00 feet; thence proceed along a curve to the left having a chord of South 88 degrees 54 minutes 02 seconds East 55.30 feet and a radius of 382.00 feet; thence proceed North 78 degrees 08 minutes 45 seconds East 68.12 feet to an intersection with the Right-of-way of Louisiana Highway No. 1192; thence proceed South 12 degrees 14 minutes 45 seconds East along said right-of-way 50.15 feet; thence leaving said right-of-way proceed South 78 degrees 33 minutes 13 seconds West 67.92 feet; thence proceed along a curve to the right having a chord of South 87 degrees 26 minutes 54 seconds West 129.64 feet and a radius of 432.00 feet; thence proceed along a curve to the left having a chord of South 74 degrees 40 minutes 15 seconds West 141.26 feet and a radius of 191.00 feet; thence proceed South 49 degrees 02 minutes 34 seconds West 55.45 to an intersection with the aforementioned East right-of-way of Louisiana Highway Nos. 107 and 115; thence proceed North 41 degrees 15 minutes 03 seconds West along said right-of-way 50.01 feet to the POINT OF BEGINNING. Being identified as TRACT NO. 5 on the Plat of Survey by Walter Glen Kirkland, Registered Land Surveyor, dated March 24, 2009.

TRACT NO. 6: 0.829 acre being identified as TRACT NO. 6, located in Section 61, Township 2 North, Range 4 East, Ward 2 of Avoyelles Parish, Louisiana, together with all buildings and improvements, being more particularly described as follows: Commence at the most Southwesterly corner of tract of land on the East side of Louisiana Highway No. 1192; thence proceed North 78 degrees 44 minutes 00 seconds East 913.52 feet to the Southwest corner of land herein described for the POINT OF BEGINNING; Thence proceed North 10 degrees 22 minutes 09 seconds West 722.36 feet to an intersection with the South Right-of-Way proceed South 10 degrees 22 minutes 34 seconds East 722.34 feet; thence proceed South 78 degrees 44 minutes 00 seconds West 50.06 feet back to the POINT OF BEGINNING. Being identified as TRACT NO. 6 on the Plat of Survey by Walter Glen Kirkland, Registered Land Surveyor, dated March 24, 2009.

TRACT NO. 7: 0.242 acre being identified as TRACT NO. 7, located in Section 61, Township 2 North, Range 4 East, Ward 2 of Avoyelles Parish, Louisiana, together with all buildings and improvements, being more particularly described as follows: BEGIN at a 5/8" Rebar (found) marking the Northeast Corner of Tract 4, also being the Northwest corner of property owned by Ronald Robbins, thence proceed South 75 degrees 47 minutes 38 seconds West 200.46 feet; thence proceed South 78 degrees 44 minutes 57 seconds West 49.97 feet; thence proceed South 77 degrees 58 minutes 30 seconds West 927.35 feet to an intersection with the East Right-of-Way Line of Louisiana Highway No. 1192; thence proceed North 11 degrees 25 minutes 50 seconds West along said Right-of-Way 12.00 feet; thence leaving said Right-of-Way proceed North 78 degrees 13 minutes 13 second East 1177.15 feet to the POINT OF BEGINNING. Being identified as TRACT NO. 7 on the Plat of Survey by Walter Glen Kirkland, Registered Land Surveyor, dated March 24, 2009.

TRACT NO. 8: That certain piece or parcel of land, together with all buildings and improvements, situated in Section 61, Township 2 North, Range 4 East, Southwestern Land District, Avoyelles Parish, Louisiana, being shown as a 1.53 acre parcel on a plan of "Topographic Survey of St. Luke Medical Plaza" by Jessie P. Lachney, Civil Engineer and Land Surveyor, dated July 24, 2003 and being more particularly described as follows:

Beginning at a point on the East Right of Way line of Louisiana Highway 1192, reported to be South 11 degrees 28 minutes East a distance of 369.37 feet from the intersection of said East Right of Way Line and the South Right of Way Line of Hospital Road, said corner marked by a 1/2" iron rod found; thence North 78 degrees 38 minutes 46 seconds East (North 78 degrees 39 minutes 32 seconds East reference survey) A distance of 265.17 feet (265.00 feet reference survey) to a 1/2" iron rod found; thence South 11 degrees 27 minutes 01 seconds East (South 11 degrees 28 minutes East reference survey) A distance of 251.96 feet (252.00 feet reference survey) to a 1/2" iron rod found; thence South 78 degrees 39 minutes 35 seconds West a distance of 265.00 feet a 1/2" iron rod found on the East Right of Way Line of Louisiana Highway 1192; thence North 11 degrees 29 minutes 27 seconds West (North 11 degree 28 minutes West reference survey) along said Right of Way Line a distance of 251.90 feet (250.00 feet reference survey) to the point of beginning.

The above described parcel contains 1.533 acres as surveyed by Turner Surveys, LLC, JOB No. 12-0307, dated September 25, 2012 and is subject to any servitudes or restrictions that may be recorded.

ALLEN PARISH PROPERTY

Certain pieces, parcels or tracts of ground, lying and situated in Allen Parish, Louisiana and more particularly described as follows, to-wit:

TRACT 1: A certain tract and/or parcel of land with all buildings and improvements thereon containing 8.665 acres, more or less, being identified as TRACT "A" on the Plat of Survey by Walter Glen Kirkland, Registered Land Surveyor dated March 24, 2009, being located in the NW 1/4 of the NE 1/4 of Section 11, Township 3 South, Range 3 West, thence proceed North 89 degrees 59 minutes 17 seconds East along the Section line a distance of 131.87 feet to the POINT-OF-BEGINNING; being the Northwest corner of tract herein described. Thence continue North 89 degrees 59 minutes 17 seconds East 697.96 feet to the Northeast corner; thence proceed South 00 degree 03 minutes 00 seconds West 650.05 feet to the Southeast corner; thence proceed South 89 degrees 59 minutes 27 seconds West 570.00 feet to the Southwest corner on the East side of Hospital Drive; thence proceed along the East side of Hospital Drive North 00 degree 04 minutes 01 second West 499.90 feet; thence North 23 degrees 21 minutes 46 seconds West 61.96 feet; thence North 40 degrees 47 minutes 37 seconds West 93.73 feet; thence North 62 degrees 10 minutes 56 seconds West 47.68 feet back to the POINT-OF-BEGINNING. Being bounded North by (now or formerly) Southwestern Improvement Co., East and South by (now or formerly) Warren Scott Estate and West by Hospital Drive.

TRACT 2: A certain tract and/or parcel of land with all buildings and improvements thereon containing 0.813 acre, more or less, being identified as TRACT "B" on the Plat of Survey by Walter Glen Kirkland, Registered Land Surveyor dated March 24, 2009, being located in the NW 1/4 of the NE 1/4 of Section 11, Township 3 South, Range 3 West, Allen Parish, Louisiana, being more particularly described as follows:

Commencing at the Northwest corner of the NW 1/4 of the NE 1/4 of Section 11, Township 3 South, Range 3 West, proceed South 00 degree 03 minutes 44 seconds West 19.25 feet for the POINT-OF-BEGINNING; Thence proceed along the Southern and Western side of Hospital Drive South 76 degrees 54 minutes 48 seconds East 73.21 feet; thence proceed South 62 degrees 10 minutes 32 seconds East 73.18 feet; thence South 40 degrees 48 minutes 01 second East 73.23 feet; thence South 23 degrees 21 minutes 47 seconds East 40.36 feet; thence South 00 degree 01 minutes 36 seconds West 168.52 feet to the Southeast corner of the tract of land herein described; thence proceed South 89 degrees 59 minutes 57 seconds West 195.11 feet; thence proceed along the Southeastern line of Lot 2, North 60 degrees 01 minutes 38 seconds East 140.37 feet; thence proceed along the Northeastern line of Lots 2, 3, 4 & 5, North 30 degrees 01 minute 46 seconds West 252.42 feet; thence proceed North 00 degree 03 minutes 44 seconds East 23.08 feet back to the POINT-OF-BEGINNING. Being identified as Tract "B" on Plat of Survey dated March 24, 2009, by Walter Glen Kirkland, P.L.S. Being bounded North and East by Hospital Drive, South by a 0.48 acre tract of land sold by Humana of Louisiana, Inc. d/b/a Humana Hospital-Oakdale in Deed in File No. 314,360, and West by George B. Mowad, M.D.

TRACT 3: A certain tract and/or parcel of land with all buildings and improvements thereon containing 1.017 acres, more or less, being identified as TRACT "D" on the Plat of Survey by Walter Glen Kirkland, Registered Land Surveyor dated March 24, 2009, being located in the NW 1/4 of the NE 1/4 of Section 11, Township 3 South, Range 3 West, Allen Parish, Louisiana, being more particularly described as follows:

Begin at the Northwest corner of the NW 1/4 of the NE 1/4 of Section 11, Township 3 South, Range 3 West, proceed South 00 degree 03 minutes 44 seconds West 19.25 feet along the West line of said Forty; thence proceed along the Southern and Western side of Hospital Drive South 76 degrees 54 minutes 48 seconds East 73.21 feet; thence proceed South 62 degrees 10 minutes 32 seconds East 73.18 feet; thence South 40 degrees 48 minutes 01 second East 73.23 feet; thence South 23 degrees 21 minutes 47 seconds East 40.36 feet; thence South 00 degree 01 minute 36 seconds West 168.52 feet; thence South 00 degree 03 minutes 29 seconds West 318.90 feet; thence South 89 degrees 55 minutes 39 seconds East 59.81 feet to the East side of Hospital Drive; thence proceed along the East and North side of Hospital Drive North 00 degree 04 minutes 01 second East 499.90 feet; thence North 23 degrees 21 minutes 46 seconds West 61.96 feet; thence North 40 degrees 47 minutes 37 seconds West 93.73 feet; thence North 62 degrees 10 minutes 56 seconds West 47.68 feet to an intersection with the North line of the Section 11; thence proceed South 89 degrees 59 minutes 17 seconds West 131.87 feet back to the POINT-OF-BEGINNING.

TRACT 4: A certain tract and/or parcel of land with all buildings and improvements thereon containing 1.515 acres, more or less, being identified as TRACT "C" on the Plat of Survey by Walter Glen Kirkland, Registered Land Surveyor dated March 24, 2009, being located in the NW 1/4 of the NE 1/4 of Section 11, Township 3 South, Range 3 West, Allen Parish, Louisiana, being more particularly described as follows:

Commence at the Northwest corner of the NW 1/4 of the NE 1/4 of Section 11, Township 3 South, Range 3 West, thence South 00 degree 03 minutes 44 seconds West along the West line of the NW 1/4 of the NE 1/4 649.96 feet; thence North 89 degrees 59 minutes 21 seconds East 424.92 to the POINT-OF-BEGINNING; thence proceed North 89 degrees 59 minutes 27 seconds East 400.00 feet; thence South 00 degree 06 minutes 28 seconds East 164.99 feet; thence North 89 degrees 59 minutes 53 seconds West 399.94 feet; thence North 00 degree 07 minutes 44 seconds West 164.91 feet to the POINT-OF-BEGINNING.

TRACT 5: A certain parcel of land lying and situated in Allen Parish, Louisiana, together with all the buildings and improvements thereon, situated in Section 11, Township 3 South, Range 3 West, Allen Parish, Louisiana, more particularly shown as TRACT 1 on that ALTA/ACSM Land Title Survey dated March 24, 2009, by Walter Glen Kirkland, Registered Land Surveyor, described as follows, to-wit:

The West 90 feet of Lot 1, and the West 90 feet of the South 41.58 feet of Lot 2, all in Block 6, East of Twelfth Street, City of Oakdale, Allen Parish, Louisiana, as is more particularly described as follows, to-wit:

Beginning at a 3/4" iron rod (set) marking the Southwest corner of Lot 1, Block 6, East of Twelfth Street, City of Oakdale, Allen Parish, Louisiana, proceed North 00 degree 18 minutes 49 seconds West 97.61 feet to a P.K. Nail (found); thence proceed North 89 degrees 57 minutes 40 seconds East 90.27 feet to a 7/8" iron rod (found); thence proceed South 00 degree 07 minutes 18 seconds East 97.58 feet to a railroad spike (found) on the South line of Lot 1; thence along the South line of Lot 1 proceed South 89 degrees 56 minutes 25 seconds West 89.94 feet to the POINT OF BEGINNING, containing 0.202 acre.

TRACT 6: THAT CERTAIN SERVITUDE ESTATE created by Act of Servitude of Driveway between Selina Louise Evans Nesom and Central Louisiana Healthcare System, Limited Partnership, dated May 24, 1995, recorded May 24, 1995, under Instrument No. 376,412 at Conveyance Book 350, page 835, records of Allen Parish, Louisiana, affecting the following described property:

A certain piece, parcel or tract of land, containing 0.013 acre, together with all buildings and improvements, lying and situated in Section 11, Township 3 South, Range 3 West, Allen Parish, Louisiana, more particularly shown as TRACT 2 on ALTA/ACSM Land Title Survey dated March 24, 2009, by Walter Glen Kirkland, Registered Land Surveyor, described as follows:

Commencing at a 3/4" iron rod (set) marking the Southwest corner of Lot 1, Block 6 East of Twelfth Street, City of Oakdale, Allen Parish, Louisiana; thence proceed North 00 degree 18 minutes 49 seconds West along the West line of Lot 1 a distance of 97.61 feet to a P.K. Nail (found) and the POINT-OF-BEGINNING; thence North 00 degree 05 minutes 56 seconds West 10.00 feet to a 60d nail (found); thence South 89 degrees 28 minutes 49 seconds East 61.56 feet to a mark in concrete (found); thence South 00 degree 20 minutes 51 seconds East 9.40 feet to a mark in concrete (found); thence South 89 degrees 57 minutes 40 seconds West 61.60 feet to the POINT-OF-BEGINNING. containing 0.013 acre

TRACT 7: A certain piece or parcel of land, together with all buildings and improvements situated thereon, located in the Northwest Quarter of the Northeast Quarter of Section 11, Township 3 South, Range 3 West, Oakdale, Allen Parish, Louisiana, and more particularly described as follows, to-wit:

Beginning at the Northwest Corner of the Northwest Quarter of the Northeast Quarter of Section 11, Township 3 South, Range 3 West, Allen Parish, Louisiana; thence South along the West line of the Northwest Quarter of the Northeast Quarter 650.0 feet; thence East parallel with the North line of the Northwest Quarter of the Northeast Quarter 265 feet to the point of beginning; thence continue East parallel with the North line 160 feet; thence South parallel with the West line of the Northwest Quarter of the Northeast Quarter 60 feet; thence West parallel with the North line 160 feet; thence North parallel with the West line of the Northwest Quarter of the Northeast Quarter 60 feet to the point of beginning.

WINN PARISH PROPERTY

Certain pieces, parcels or tracts of ground, lying and situated in Winn Parish, Louisiana and more particularly described as follows, to-wit:

TRACT 1: A certain 0.932 acre tract of land located in Section 23, Township 11 North, Range 3 West, Winn, Parish, Louisiana, together with all buildings and improvements, being more particularly described as follows:

Begin at the Northeast corner of Block 9, of the Roberts Addition to the Town of Winnfield, for the POINT OF BEGINNING: Thence proceed along the East line of Block 9 South 00 degree 34 minutes 37 seconds West a distance of 246.00 feet to a PK-NAIL (found); thence run North 89 degrees 34 minutes 17 seconds West a distance of 165.08 feet; thence run North 00 degree 36 minutes 02 seconds East a distance of 246.00 feet to a 1" iron rod (found); thence run South 89 degrees 34 minutes 17 seconds East a distance of 164.97 feet to the Point of Beginning, containing 0.932 acres and being identified as Tract No. 1 on the Plat of Survey by Walter Glen Kirkland, Registered Land Surveyor, dated March 24, 2009.

TRACT 2: A certain 0.225 acre tract of land located in Section 23, Township 11 North, Range 3 West, Winn Parish, Louisiana, together with all buildings and improvements, being more particularly described as follows:

Commencing at a ½" rebar (found) marking the Northwest corner of Lot 6, Block 9, of the Roberts Addition to the Town of Winnfield, thence proceed South 00 degree 34 minutes 37 seconds West along the West line of Block 9, 33.00 feet to a PK-NAIL (found) marking the Northwest corner and POINT OF BEGINNING of the 0.225 acre tract of land hereinafter described; thence leaving said Block line, proceed South 89 degrees 34 minutes 17 seconds East 363.00 feet to a PK-NAIL (found); thence proceed South 00 degree 34 minutes 37 seconds West 27.00 feet to a PK-NAIL (found); thence proceed North 89 degrees 34 minutes 17 seconds West 363.00 feet to a PK-NAIL (found) marking an intersection with the West line of Block 9; thence proceed North 00 degree 34 minutes 37 seconds East along said Block line 27.00 feet to the POINT-OF-BEGINNING, containing 0.225 acre. Being identified as Tract No. 2 on the Plat of Survey by Walter Glen Kirkland, Registered Land Surveyor, dated March 24, 2009.

TRACT 3: A certain 1.713 acre tract of land located in Section 23, Township 11 North, Range 3 West, Winn Parish, Louisiana, together with all buildings and improvements, being more particularly described as follows:

Commencing at the Northwest corner of Lot 6, Block 9, of the Roberts Addition to the Town of Winnfield and proceed South 00 degree 34 minutes 37 seconds West a distance of 60.00 feet to the POINT OF BEGINNING: Thence run South 89 degrees 34 minutes 17 seconds East a distance of 363.00 feet; thence run South 00 degree 05 minutes 24 seconds East a distance of 204.70 feet; thence run North 89 degrees 34 minutes 17 seconds West a distance of 365.96 feet; thence run North 00 degree 44 minutes 24 seconds East a distance of 204.70 feet to the POINT OF BEGINNING, containing 1.713 acres. Being identified as Tract No. 3 on the Plat of Survey by Walter Glenn Kirkland, Registered Land Surveyor, dated March 24, 2009.

TRACT 4: A certain 0.477 acre tract of land located in Section 23, Township 11 North, Range 3 West, Winn Parish, Louisiana, together with all buildings and improvements, being more particularly described as follows:

Begin at the Southwest corner of Lot 3 of the Four Acre Lots to the Old Town of Winnfield, for the POINT OF BEGINNING: Thence run North 00 degree 38 minutes 47 seconds East a distance of 220.70 feet; thence run South 89 degrees 35 minutes 53 seconds East a distance of 72.75 feet; thence run South 00 degree 37 minutes 44 seconds West a distance of 45.60 feet; thence run South 89 degrees 50 minutes 46 seconds East a distance of 15.51 feet; thence run South 00 degree 24 minutes 25 seconds West a distance of 20.21 feet; thence run South 89 degrees 04 minutes 52 seconds East a distance of 12.95 feet; thence run South 00 degree 29 minutes 34 seconds West a distance of 153.71 feet; thence run South 89 degrees 45 minutes 51 seconds West a distance 101.70 feet to the Point-of-Beginning, containing 0.477 acre. Being identified as Tract No. 4 on the Plat of Survey by Walter Glenn Kirkland, Registered Land Surveyor, dated March 24, 2009.

TRACT 5: A certain 4.721 acre tract of land located in Section 23, Township 11 North, Range 3 West, Winn Parish, Louisiana, together with all buildings and improvements, being more particularly described as follows:

Commencing at the Southwest corner of Lot 3 of the Four Acre Lots to the Old Town of Winnfield, and proceed North 77 degrees 39 minutes 11 seconds West a distance of 40.95 feet to the POINT OF BEGINNING: Thence run South 00 degree 06 minutes 47 seconds West 562.18 feet to the North line of the L. R. & A. Railroad; thence run along the North line of said Railroad the following courses: North 60 degrees 35 minutes 20 seconds West 163.63 feet, North 61 degrees 14 minutes 16 seconds West 50.75 feet, North 62 degrees 13 minutes 26 seconds West 50.77 feet, North 62 degrees 59 minutes 39 seconds West 50.86 feet, North 64 degrees 11 minutes 47 seconds West 50.86 feet, North 64 degrees 57 minutes 24 seconds West 50.62 feet, North 65 degrees 37 minutes 04 seconds West 50.59 feet, North 66 degrees 18 minutes 29 seconds West 50.60 feet and North 66 degrees 58 minutes 29 seconds West 8.59 feet; thence leaving said North line of Railroad, run North 00 degree 06 minutes 47 seconds East a distance of 326.03 feet; thence run South 89 degrees 34 minutes 17 seconds East a distance of 469.70 feet to the Point-of-Beginning, containing 4.721 acres. Being identified as Tract No. 5 on the Plat of Survey by Walter Glen Kirkland, Registered Land Surveyor, dated March 24, 2009.

TRACT 6: A certain 0.240 acre tract of land located in Section 23, Township 11 North, Range 3 West, Winn Parish, Louisiana, together with all buildings and improvements, being more particularly described as follows:

Commencing at the Southwest corner of Lot 3 of the Four Acre Lots to the Old Town of Winnfield, and proceed North 77 degrees 39 minutes 11 seconds West 40.95 feet to a point marking the Southeast corner and POINT-OF-BEGINNING of the 0.240 acre tract of land described herein; thence proceed North 89 degrees 34 minutes 17 seconds West along the old South right-of-way of a now revoked street known as Cahill Street 469.70 feet to a 1" iron rod (found) marking an intersection with the East right-of-way of South Roberts Street; thence proceed North 00 degree 06 minutes 47 seconds East along said right-of-way 12.50 feet to a 3/4" iron rod (found); thence leaving said right-of-way proceed South 89 degrees 34 minutes 17 seconds East along the centerline of the now revoked Cahill Street, 104.37 feet to a 3/4" iron rod (found); thence proceed North 00 degree 44 minutes 24 seconds East for a distance of 12.50 feet to a punched hole in the concrete marking an intersection with the now revoked North right-of-way line of Cahill Street; thence proceed South 89 degrees 34 minutes 17 seconds East along said revoked right-of-way, 365.96 feet to a PK-Nail (found) marking an intersection with the West right-of-way of West Boundary Street; thence proceed South 01 degree 52 minutes 23 seconds West along the West right-of-way of West Boundary Street 25.01 feet to the POINT-OF-BEGINNING, containing 0.240 acre. Being identified as Tract No. 6 on the Plat of Survey by Walter Glen Kirkland, Registered Land Surveyor, dated March 24, 2009.

TRACT 7: A certain 0.847 acre tract of land located in Section 23, Township 11 North, Range 3 West, Winn Parish, Louisiana, together with all buildings and improvements, comprising Lots 2, 3, 4, 5 and a portion of Lot 6 of Block 9 of the Roberts Addition to the Town of Winnfield, being more particularly described as follows:

Begin at a 1/2" rebar marking the Northwest corner of Lot 4 of Block 9 of the Roberts Addition to the Town of Winnfield; thence proceed South 89 degrees 34 minutes 17 seconds East along the South right-of-way of U.S. Highway No. 167 150.03 feet to a point marking an intersection with the West side of a closed alley; thence leaving said right-of-way proceed South 00 degree 36 minutes 02 seconds West along said West side of closed alley 245.78 feet to a point; thence leaving said West line of closed alley proceed North 89 degrees 34 minutes 17 seconds West 149.93 feet to a PK-NAIL (found) marking an intersection with the East right-of-way of Roberts Street; thence proceed North 00 degree 34 minutes 37 seconds East along said East right-of-way 246.00 feet to the POINT-OF-BEGINNING, containing 0.847 acre. Being identified as Tract No. 7 on the Plat of Survey by Walter Glen Kirkland, Registered Land Surveyor, dated March 24 2009.

TRACT 8: A certain 0.085 acre tract of land located in Section 23, Township 11 North, Range 3 West, Winn Parish, Louisiana, together with all buildings and improvements, being more particularly described as follows:

Begin at the Northwest corner of Lot 1 of Block 9 of the Roberts Addition to the Old Town of Winnfield, said point being situated on the South right-of-way of U.S. Hwy. No. 167 as located on reference Survey No. 8, proceed South 00 degree 36 minutes 02 seconds West along the East side of a closed alley 246.00 feet to a point marking an intersection with the North right-of-way of West Lafayette Street as shown on reference Survey No. 8; thence leaving said East side of closed alley proceed North 89 degrees 34 minutes 17 seconds West along said North right-of-way 15.00 feet marking an intersection with the West side of the aforementioned closed alley; thence leaving said right-of-way proceed North 00 degree 36 minutes 02 seconds East 245.78 feet to a point marking an intersection with the South right-of-way of U.S. Hwy. No. 167; thence leaving said West side of closed alley proceed South 89 degrees 34 minutes 17 seconds East along said right-of-way 15.00 feet to the POINT-OF-BEGINNING, containing 0.085 acre. Being identified as Tract No. 8 on the Plat of Survey by Walter Glen Kirkland, Registered Land Surveyor, dated March 24, 2009.

Exhibit D

Judgments, Liens or other Encumbrances to be cancelled:

Allen Parish Property

Judgment: Progressive Acute Care Oakdale, LLC, et al., to **The Schumacher Group of Louisiana, et al., MOB 398, page 995, entry no. 487748**, dated March 3, 2016, filed March 4, 2016.

Judgement: Progressive Acute Care, LLC d/b/a/ Dauterive Hospital to **Sheridan Healthcare of Louisiana, Inc., MOB 401, page 18, entry no. 488809**, dated May 11, 2016, filed June 6, 2016.

Judgment: Progressive Acute Care, LLC and Progressive Acute Care Dauterive, LLC to **DHP Iberia Rehab, LLC, MOB 399, page 968A, entry no. 488270**, dated March 31, 2016, filed April 1, 2016.

Avoyelles Parish Property

Judgment: Against Progressive Acute Care Avoyelles, LLC to and in favor of **The Schumacher Group of Louisiana, Inc., and Avoyelles Emergency Group, LLC**, dated March 3, 2016, filed March 4, 2016, **MOB 787, page 732, entry no. 2016-1124**.

Judgment: Against Progressive Acute Care, LLC and Progressive Acute Care Dauterive, LLC to and in favor of **DHP Iberia Rehab, LLC**, dated March 31, 2016, filed April 1, 2016, recorded in **MOB 790, page 31, entry no. 2016-11186**.

Judgment: Against Progressive Acute Care, LLC, Progressive Acute Care Dauterive, LLC, Progressive Acute Care Avoyelles, LLC, Progressive Acute Care Winn, LLC, Progressive Acute Care Oakdale, LLC to and in favor of **Schumacher of Louisiana, Inc., Iberia Physician Services, LLC, Avoyelles Emergency Group, LLC, Iberia Emergency Group, LLC, Winn Emergency Group, LLC**, dated and filed May 13, 2016, recorded in **MOB 792, page 589, entry no. 2016-00002691**.

Judgment: Against Progressive Acute Care LLC, d/b/a Dauterive Hospital to and in favor of **Sheridan Health Care of Louisiana, Inc.**, dated May 11, 2016, filed June 1, 2016, recorded in **MOB 793, page 615, entry no. 2016-3302**.

Winn Parish

Judgment: Progressive Acute Care, LLC, et al. to **The Schumacher Group of Louisiana, Inc., et al., MOB 293, page 320, entry no. 217076**, dated March 3, 2016, filed March 4, 2016.

Judgment: Progressive Acute Care, LLC to **DHP Iberia Rehab, LLC, MOB 293, page 774, entry no. 217287**, filed April 11, 2016.

Judgment: Progressive Acute Care, LLC to **The Schumacher Group of Louisiana, Inc., et al., MOB 294, page 366, entry no. 217518**, dated March 3, 2016, filed April 16, 2016.

Notice Recipients

District/Off: 0536-4
Case: 16-50740

User: lchamp
Form ID: pdf8

Date Created: 9/30/2016
Total: 8

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TOTAL: 1

Recipients of Notice of Electronic Filing:

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aty	Stephen D. Wheelis	steve@wheelis-rozanski.com
aty	William E. Steffes	bsteffes@steffeslaw.com

TOTAL: 6

Recipients submitted to the BNC (Bankruptcy Noticing Center):

db Progressive Acute Care, LLC Post Office Box 5309 Abita Springs, LA 70420

TOTAL: 1