

SO ORDERED.

SIGNED January 5, 2017.

ROBERT SUMMERHAYS UNITED STATES BANKRUPTCY JUDG

UNITED STATES BANKRUPTCY COURT WESTERN DISTRICT OF LOUISIANA LAFAYETTE DIVISION

IN RE: PROGRESSIVE ACUTE CARE,

LLC, et al.,

Debtors.

CASE NO. 16-50740

CHAPTER 11

JOINTLY ADMINISTERED

CONSENT ORDER REGARDING SECOND CONDITIONAL DISBURSEMENT OF FUNDS

WHEREAS, Business First Bank ("BFB") has asserted a secured claim in the amount of

\$10,314,125.10 (the "<u>Alleged Secured Claim</u>") against the estates of the above-referenced debtors

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(collectively, the "Debtors"); and

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WHEREAS, on September 26, 2016, BFB filed a Motion for Distribution of Sale Proceeds [Docket No. 311] (the "<u>BFB Motion</u>") seeking distribution of the proceeds of the Debtors' sale of substantially all of their assets ("<u>Sale Proceeds</u>") in full satisfaction of the Alleged Secured Claim; and

WHEREAS, on October 11, 2016, the Official Committee of Unsecured Creditors (the "<u>Committee</u>") filed a Complaint for Annulment and/or Avoidance of Obligations and Liens, Avoidance of Preferential Transfers, Declaratory Judgment, Determination of Secured Claim, Disallowance of Claim, and Surcharge of Collateral against BFB, which is pending under adversary proceeding number 16-05023 (the "<u>Avoidance Complaint</u>"); and

WHEREAS, on October 11, 2016, the Committee filed an objection to the BFB Motion ("Objection")[Docket No. 334]; and

WHEREAS, on October 17, 2016, BFB filed a reply to the Committee's objection to the BFB Motion [Docket No. 356]; and

WHEREAS, following an initial settlement meeting among the Debtors, the Committee and BFB, the parties agreed to (i) adjourn the hearing on the BFB Motion to December 20, 2016, and (ii) conditionally disburse \$8.3 million of the Sale Proceeds to BFB subject to and on the terms set forth in the Consent Order entered on December 7, 2016 [Docket No. 408] (the "<u>First</u> <u>Conditional Distribution Consent Order</u>") to facilitate further good faith efforts by the parties to attempt to reach a global resolution of the BFB Motion and the Avoidance Complaint; and

WHEREAS, following additional settlement discussions, on December 21, 2016, the Debtors, BFB and the Committee entered into and agreed to be bound by a term sheet (the "<u>Plan</u> <u>Term Sheet</u>"), attached hereto as Exhibit "A", which sets forth the salient terms of a proposed $\frac{153858 \text{ v6}}{2}$

consensual plan of liquidation of the Debtors' estates that the Debtors and the Committee will file with the Court and that will be supported by BFB, and which incorporates the terms of a global settlement with respect to the Alleged Secured Claim, the Avoidance Complaint, the BFB Motion and the Objection; and

WHEREAS, as a result of agreement on the Plan Term Sheet, the parties agreed to (i) further adjourn the hearing on the BFB *Motion for Distribution of Sale Proceeds* [Docket No. 311], until March 14, 2017, at 10:00 A.M., U.S. Western District Bankruptcy Court - Lafayette; and (ii) subject to the terms and conditions set forth herein and in the Plan Term Sheet conditionally disburse additional \$1,200,000 of the Sale Proceeds and/or cash to BFB and (iii) conditionally disburse to BFB an additional \$100,000 upon and from the Debtors' receipt of the Full Medicaid Payments ("FMP") due to the Debtor for the pre-Sale periods of July 2016 and August 2016 under various managed care agreements.

Stipulation

NOW THEREFORE, in consideration of the cause of the foregoing, the undersigned parties (the "<u>Parties</u>") hereby stipulate and agree as follows:

1. The Debtors and BFB acknowledge that the Debtors have conditionally transferred to BFB additional \$1.2 million and that the Debtors will conditionally transfer to BFB additional \$100,000 upon and from the Debtors' receipt of the FMP funds (collectively, the "<u>Second</u> <u>Conditional Distribution</u>") to hold as collateral security for BFB's Alleged Secured Claim.

2. In the event the plan of liquidation is not confirmed consistent with the Plan Term Sheet, unless the parties agree otherwise, not later than five (5) business days after the entry of a

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final, non-appealable judgment in favor of the Committee¹ in connection with any cause of action asserted in the Avoidance Complaint or the Objection (as each may be amended or modified from time to time) that reduces the amount of the Sale Proceeds which BFB may be entitled to receive from the Debtors' estates (the "Judgment"), BFB shall, and hereby is ordered to, pay the Second Conditional Distribution (together with pre-judgment interest from the date of the Conditional Distribution plus post-judgment interest at the same rate of interest currently earned by the Debtors' estates on the Sale Proceeds) to the Debtors' estates or any liquidating trustee appointed pursuant to a confirmed plan of liquidation or a chapter 7 trustee, <u>provided however</u>, to the extent the Judgment is for less than the full amount of Second Conditional Distribution, BFB shall be required to return only its proportionate share of such lesser amount together with pre-judgment interest from the date of the Second Conditional Distribution plus post-judgment interest at same rate of interest currently earned by the Debtors' estates on the Sale Proceeds.

3. The Debtors' estates herein shall retain an interest in the Conditional Distribution as set forth herein until further order of the Court.

4. The parties hereby irrevocably and unconditionally consent to the personal and subject matter jurisdiction of the Bankruptcy Court for all purposes relating to the entry and enforcement of this Order and the determination of any disputes arising hereunder.

¹ Hereinafter, each reference to the "Committee" shall include any successor in interest to the Committee or the Debtors' estates, including any liquidating trustee appointed pursuant to a confirmed plan of liquidation or a chapter 7 trustee, if any, that may be appointed in these cases. 3153858 v6 4

5. This Court shall retain jurisdiction over: (a) the Second Conditional Distribution and (b) the entry and enforcement of this Order and the determination of any disputes arising hereunder.

6. BFB shall be liable for all attorneys' fees and costs incurred by the Committee solely for the purpose of enforcing BFB's obligations herein should BFB fail to timely return its share of the Conditional Distribution if and as required herein.

7. Other than consenting to the jurisdiction of this Court as set forth herein, nothing herein will be deemed a waiver or limitation of any of the parties' rights, claims and/or defenses in connection with the BFB Motion or the Avoidance Complaint, all of which are expressly reserved and preserved.

8. Nothing contained herein shall be deemed to modify the First Conditional Distribution Consent Order, which shall remain in full force and effect until further order of the Court.

9. To the extent there is any conflict or inconsistency between the Plan Term Sheet and this Order, the Plan Term Sheet shall control.

STIPULATED, AGREED AND ACKNOWLEDGED BY:

/s/ William E. Steffes William E. Steffes (LA Bar Roll No. 12426) Steffes, Vingiello & McKenzie, LLC 13702 Coursey Blvd., Building 3 Baton Rouge, Louisiana 70817 Telephone: (225) 751-1751 Facsimile: (225) 751-1998 E-mail: bsteffes@steffeslaw.com Counsel for Debtors /s/ Andrew H.Sherman Andrew H. Sherman (Bar Roll No. AS6061) Admitted Pro Hac Vice Email: asherman@sillscummis.com SILLS CUMMIS & GROSS P.C. One Riverfront Plaza Newark, NJ 07102 Phone: (973) 643-7000 *Co-Counsel for Committee* -and-

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/s/ Sharon S. Whitlow LONG LAW FIRM, L.L.P. DAVID L. GUERRY (#14980) (Lead Atty) SHARON S. WHITLOW (#21893) MARK L. BARBRE (#30385) 4041 Essen Lane, Suite 500 Baton Rouge, Louisiana 70809 Telephone: (225) 922-5110 Facsimile: (225) 922-5105 *Counsel for Business First Bank*

/s/ J. Eric Lockridge J. Eric Lockridge (Bar Roll No. 30159) Email: eric.lockridge@keanmiller.com Wade R. Iverstine (Bar Roll No. 31793) Email: wade.iverstine@keanmiller.com KEAN MILLER LLP 400 Convention Street, Suite 700 P.O. Box 3513 (70821-3513) Baton Rouge, LA 70802 Phone: (225) 387-0999 Co-Counsel for Committee

IT IS SO ORDERED that upon the Motion and the foregoing Stipulation of the Parties and good cause appearing therefore, due and proper notice having been given to all parties entitled to receive notice, the foregoing is approved.

IT IS FURTHER ORDERED that, without limiting the generality of the foregoing paragraph, the Court retains jurisdiction over the Conditional Distribution and all disputes arising from or relating to this Stipulation.

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Progressive Acute Care, LLC., et al.

PLAN TERM SHEET

DATED AS OF: DECEMBER __, 2016

THIS TERM SHEET IS PROVIDED IN CONFIDENCE AND MAY BE DISTRIBUTED ONLY WITH THE EXPRESS WRITTEN CONSENT OF THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS OF PROGRESSIVE ACUTE CARE, LLC, et al. (the "COMMITTEE"). THIS TERM SHEET IS PROVIDED IN THE NATURE OF A SETTLEMENT PROPOSAL IN FURTHERANCE OF SETTLEMENT DISCUSSIONS. ACCORDINGLY, THIS TERM SHEET IS ENTITLED TO THE PROTECTIONS OF RULE 408 OF THE FEDERAL RULES OF EVIDENCE AND ANY OTHER APPLICABLE STATUTES OR DOCTRINES PROTECTING THE USE OR DISCLOSURE OF CONFIDENTIAL INFORMATION AND INFORMATION EXCHANGED IN THE CONTEXT OF SETTLEMENT DISCUSSIONS. FURTHER, NOTHING IN THIS TERM SHEET SHALL BE AN ADMISSION OF FACT OR LIABILITY OR DEEMED BINDING ON THE COMMITTEE. "PAC" OR THE "DEBTORS" MEANS PROGRESSIVE ACUTE CARE, LLC AND EACH OF ITS SUBSIDIARIES THAT ARE DEBTORS IN THESE CHAPTER 11 CASES (the "CASES").

THIS TERM SHEET IS SUBJECT TO ONGOING REVIEW BY THE COMMITTEE AND ITS RESPECTIVE PROFESSIONALS, IS SUBJECT TO MATERIAL CHANGE AND IS BEING DISTRIBUTED FOR DISCUSSION PURPOSES ONLY. MOREOVER, THE TREATMENT SET FORTH IN THIS TERM SHEET REMAINS SUBJECT TO ONGOING DISCUSSIONS AMONG THE PARTIES COVERED HEREBY.

	<u>OVERVIEW</u>
Transaction Summary	This term sheet (this "Term Sheet") describes an outline of a proposed consensual joint plan of liquidation (the "Plan) of the Debtors pursuant to chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the "Bankruptcy Code"). The proposed proponents of the Plan will be PAC and the Committee. Business First Bank ("BFB") will support the Plan as outlined herein. This Term Sheet does not include a description of all of the terms, conditions and other provisions that are to be contained in the definitive documentation governing the Plan, which remain subject to further discussion, negotiation and approval.

Debt to be Repaid/ Restructured	Indebtedness to be treated under the Plan (as defined below) will include:	
	(i) \$10,137,410.25 in principal plus additional amounts for accrued interest and attorneys' fees and costs asserted by BFB under the Business Loan Agreement, dated April 30, 2013, as amended, involving a Term Note and a Revolving Line of Credit (the "Business Loan Agreement") as a secured claim;	
	(ii) approximately \$[TBD – Bill/Barbara to fill in] of asserted secured claims by creditors other than BFB;	
	(iii) approximately [\$10,000 – Bill/Barbara to verify] of claims which asserted priority pursuant to section 507 of the Bankruptcy Code (the "Priority Claims");	
	(iv) approximately [\$265,000 – Bill/Barbara to verify]] of administrative claims arising by operation of section 503 of the Bankruptcy Code, plus accrued and accruing fees of the estates' professionals (the "Administrative Claims"); and	
	(v) approximately \$[TBD – Bill/Barbara to fill in]] million of general unsecured claims asserted against each of the Debtors.	
Allowance of BFB Secured Claim	BFB shall be allowed a secured claim in the principal amount of \$10,137,410.25 plus interest and attorney's fees accrued through the date of confirmation of the Plan pursuant to the terms of the Business Loan Agreement (the "BFB Claim") in addition to the claim filed by BFB in the Dauterive Chapter 7 case (the "BFB Dauterive Claim").	
	The Parties shall use best efforts to reconcile and agree upon the amount of the BFB Claim prior to the filing the Plan.	
	The BFB Claim shall be fixed upon confirmation of the Plan and shall not be subject to offset, challenge or dispute of any kind or nature.	
Available Cash Assets	The Debtors have represented that, as of December 13, 2016, the following cash assets are available for distribution pursuant to the Plan: Regions Bank DIP account - \$1,597,403.13; BFB Accounts - \$598,160.33; FMP Payments (assume paid by 12/31/2016) - \$666,509.00; SVM Retainer Balance - \$47,094.74; SOLIC Retainer Balance - \$75,175.00; and SVM Trust - \$5,746.00.	
Additional Sources of Funds for the Plan	The following additional sources may be available to fund the Plan and to make distributions to creditors in part via the assignment of the BFB Dauterive Claim distributions: Dauterive CMS refund - \$686,000.00 (management believes no balance due to CMS/recoupment unlikely); Dauterive A/R - \$560,000.00 management's estimate of net receivables after collection fees; PAC CMS refund - \$359,000.00; D&O Insurance claim – face amount	

^{3183619 v5} 16-50740 - #429-1 File 01/05/17 Enter 01/06/17 07:06:42 Exhibit A - Plan Term Sheet

	\$3,000,000.00 (subject to a wasting policy); Dauterive BFB Accounts - \$175,329.31; and potential preference and avoidance claims.
	TREATMENT OF CLAIMS AND EQUITY INTERESTS
BFB Claim and Distributions To BFB	 BFB shall be entitled to a maximum distribution of \$10.3 million (the "BFB Distribution Amount") on account of the BFB Claim and the BFB Dauterive Claim. Upon the Effective Date of the Plan, BFB shall fully and irrevocably assign its rights to distributions in connection with the BFB Dauterive Claim and the BFB Claim to a liquidating trust for the benefit of general unsecured creditors (the "Trust") established under the Plan to the extent such distributions exceed the BFB Distribution Amount; provided however that such assignment shall not limit, impair or otherwise adversely affect BFB's right to the receipt of the BFB Distribution Amount. Nothing herein shall be deemed to impair, augment or otherwise modify the rights of any third party to assert subrogation rights, including the rights of any guarantor, in connection with the Business Loan Agreement. Any and all rights to assert subrogation, and any and all objections, counterclaims and defenses thereto, are expressly reserved and preserved. BFB acknowledges it has received \$8.3 million as a conditional
	distribution on account of the BFB Distribution Amount. Upon approval of this Plan Term Sheet by the Bankruptcy Court as part of an interim cash collateral order, BFB shall be paid an additional \$1.2 million on account of the BFB Distribution Amount, which will be governed by the terms of the parties' conditional distribution stipulation. BFB shall consent to the continued use of cash collateral through the date of plan confirmation pursuant to an agreed budget including payment of reasonable fees and expenses of the estates' professionals. The budget may include the payment of administrative expenses, provided that any such expenses will be subject to appropriate releases and/or waiver.
	Upon the estates' receipt of the FMP Payments, the first \$100,000 of such funds will be distributed to BFB on account of the BFB Distribution Amount, which will be governed by the terms of the parties' conditional disbursement stipulation. BFB acknowledges and agrees that after the receipt of such monies, the remaining maximum balance payable to BFB from the estates on account of the BFB Distribution Amount will be \$700,000.
	Upon the Effective Date of the Plan, (i) the BFB Claim will be fixed and assigned to the Trust. All payments received by BFB will not be subject to dispute, claim, contest or challenge; (ii) the pending adversary proceeding commenced by the Committee against BFB will be dismissed with prejudice; and (iii) the claw-back rights of the Committee on behalf of the Debtors' estates contained in the parties' conditional disbursement stipulation will be released. Pending the

	Plan Effective Date, the adversary proceeding will be stayed and held in abeyance.
Administrative Claims	Each holder of an allowed administrative claim shall receive payment in full (in cash) of the unpaid portion of its allowed administrative claim on the Effective Date of the Plan, or as soon thereafter as practicable, from the Priority Reserve (as defined below).
Priority Claims	Each holder of an allowed priority claim shall be paid in full (in cash) on the Effective Date of the Plan, or as soon thereafter as practicable from the Priority Reserve.
Priority Reserve	The Debtors and Committee shall create an administrative/priority claim reserve in the amount of \$1 million to pay all Administrative and Priority Claims (the "Priority Reserve"). The Priority Reserve will be used to pay all allowed Administrative and Priority Claims. To the extent all allowed Administrative and Priority Claims are less than \$1 million any remaining balance in the Priority Reserve after payment or reserving for all allowed unpaid Administrative and Priority Claims will be applied 50% to the BFB Distribution Amount and 50% to the Trust. As used herein, Priority Claims will include all valid, undisputed secured claims asserted by creditors other than BFB.
BFB Dauterive Claims	 Until plan confirmation, BFB shall use its commercially reasonable best efforts to pursue all claims, rights and remedies related to the assigned BFB Dauterive Claim. Any net recovery based on the BFB Dauterive Claim will be applied 50% to the BFB Distribution Amount and 50% to the Trust. Upon the Effective Date of the Plan, BFB shall fully and irrevocably assign the right to distributions under the BFB Dauterive Claim to the Trust; provided that such assignment will not limit, impair or otherwise adversely affect BFB's right to receipt of the BFB Distribution Amount.
BFB Guarantor Claims	BFB shall use commercially reasonable best efforts to pursue all of its claims, rights and remedies against any guarantors under the Business Loan Agreement (the "BFB Guarantor Claims"). Any net recovery based on the BFB Guarantor Claims will be applied to the BFB Distribution Amount, thereby reducing the estates' obligation to pay the BFB Distribution Amount on a dollar-for-dollar basis.

Trust and Payment of General Unsecured Claims	All remaining assets and claims of the Debtors of any kind or nature will vest in the Trust that will be created pursuant to the Plan.	
General Unsecureu Claims		
	The trustee of the Trust shall pursue all assets and claims to maximize any value and distributions to creditors.	
	Until the BFB Distribution Amount is fully satisfied, the net proceeds of all Trust assets will be applied 50% to the BFB Distribution Amount and 50% to the Trust.	
	After full payment of the BFB Distribution Amount, all remaining assets will be retained by the Trust and used, among other things, to pay general unsecured creditors.	
Existing Equity Interests	Each holder of equity interests in the Debtors, including holders of stock, warrants and options, shall receive no distributions and their equity interests shall be cancelled.	
	GENERAL PROVISIONS	
Consolidation of Estates ¹	The Debtors' estates will be substantively consolidated for distribution and voting purposes.	
Subrogation	To the extent the BFB Distribution Amount is satisfied by assets of the Debtors' estates, the Debtors and any successor thereto (including the Trust) shall subrogate to the rights and claims of BFB such that the Debtors or the Trust shall have the right, not the obligation, to pursue the BFB Dauterive Claim.	
Intercompany Claims	On the Effective Date, all intercompany claims among the Debtors will be extinguished.	
Resolution of Disputed Claims	Subject to the other provisions of this Term Sheet, resolution of disputed claims and any reserves therefor will be subject to the jurisdiction of, and are to be resolved by, the Bankruptcy Court.	
Avoidance Actions and Other Litigation	To be pursued by the Trust.	
Tax Issues	The terms of the Plan contemplated by this Term Sheet will be structured to preserve favorable tax attributes of the Debtors for the benefit of the Trust to the extent practicable.	
Retention of Jurisdiction	The Bankruptcy Court shall retain jurisdiction for customary matters.	

¹ To the extent required, the Plan could be structured to incorporate separate plans of reorganization for each Debtor, with each such plan reflecting substantive treatment of claims consistent with the terms hereof.

	RELEASE AND RELATED PROVISIONS	
Debtor Releases	Usual and customary release by Debtors and their estates in favor of the estates' professionals from any claims and causes of action (other than claims based on gross negligence or willful misconduct) arising between the Petition Date and the Effective Date.	
	BFB and the Debtors shall exchange mutual releases on the Effective Date of the Plan.	
Exculpation	Customary exculpation provisions.	
Injunction	Customary injunction provisions.	
Director and Officer Liability Policy	All of the Debtors' rights under the D&O policies will be preserved for the benefit of the Trust and all creditors, subject to the payment of the BFB Distribution Amount as set forth herein.	
	PLAN IMPLEMENTATION AND PROPOSED REORGANIZATION SCHEDULE	
Filing of Plan and Disclosure Statement	The Plan, related disclosure statement and all related solicitation materials to be filed within 30 days after the execution of this Term Sheet.	
Approval of Disclosure Statement	The Debtors shall use commercially reasonable efforts to obtain the following schedule from the Bankruptcy Court:	
	 a hearing on or within 60 days after the execution of this Term Sheet to approve the adequacy of the disclosure statement; and 	
	 (ii) at such hearing (or a continuation thereof), obtain an order from the Bankruptcy Court establishing deadlines for voting on the Plan and setting the confirmation hearing for a date no later than 40 days after entry of an order approving the disclosure statement. 	
Entry of Confirmation Order	The Debtors shall use commercially reasonable efforts to obtain entry by the Bankruptcy Court of an order confirming the Plan no later than 120 days after the execution of this Term Sheet.	
Consummation of Plan	The Debtors shall use commercially reasonable efforts to cause the Effective Date of the Plan to occur no later than 20 days after the entry of the order confirming the Plan.	

Notice Recipients

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Case: 16–50740	Form ID: pdf8	Total: 79

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cr	De Leo Law Firm 800 Ramon St Mandeville la 70448
cr	Prime Alliance Bank 1868 South 500 West Woods Cross, UT 84087
cr	Siemens Financial Services, Inc. 170 Wood Avenue South Iselin, NJ 08830
fa	SOLIC Capital LLC c/ Neil Luria 1603 Orrington Ave Ste 1600 Evanston, IL 60201
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stkhld	Ray Sherman 575 Sioux Point Road North Sioux City, SD 57049
stkhld	Dan Kensinger 575 Sioux Point Road North Sioux City, SD 57049
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