

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF _____**

In re: Halt Medical, Inc.
Debtor

Case No. 17-10810(LSS)

17-10810(LSS)

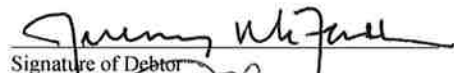
INITIAL MONTHLY OPERATING REPORT

File report and attachments with Court and submit copy to United States Trustee within 15 days after order for relief.

Certificates of insurance must name United States Trustee as a party to be notified in the event of policy cancellation. Bank accounts and checks must bear the name of the debtor, the case number, and the designation "Debtor in Possession." Examples of acceptable evidence of Debtor in Possession Bank accounts include voided checks, copy of bank deposit agreement/certificate of authority, signature card, and/or corporate checking resolution.

REQUIRED DOCUMENTS	Document Attached	Explanation Attached
12-Month Cash Flow Projection (Form IR-1)	Cash Flow projections-12 months-Halt Medical v.1	
Certificates of Insurance:		
Workers Compensation	HaltCOI-workers compensation	
Property	HaltCOI-general liability	
General Liability	HaltCOI-general liability	
Vehicle	HaltCOI-general liability	
Other:	N/A	
Identify areas of self-insurance w/liability caps	N/A	
Evidence of Debtor in Possession Bank Accounts		
Tax Escrow Account	DI 24 Halt - Cash Management Order signed 4-13-17	
General Operating Account	DI 24 Halt - Cash Management Order signed 4-13-17	
Money Market Account pursuant to Local Rule 4001-3. Refer to http://www.deb.uscourts.gov/	DI 24 Halt - Cash Management Order signed 4-13-17	
Other:		
Retainers Paid (Form IR-2)	Schedule of Retainers Paid to Professionals v.1	

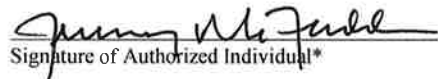
I declare under penalty of perjury (28 U.S.C. Section 1746) that this report and the documents attached are true and correct to the best of my knowledge and belief.


Signature of Debtor

4/27/2017
Date


Signature of Joint Debtor

4/27/2017
Date


Signature of Authorized Individual*

4/27/2017
Date

Jeremy McFadden
Printed Name of Authorized Individual

Chief Financial Officer
Title of Authorized Individual

*Authorized individual must be an officer, director or shareholder if debtor is a corporation; a partner if debtor is a partnership; a manager or member if debtor is a limited liability company.

In re: Halt Medical, Inc.
Debtor

Case No. 17-10810(LSS)

CASH FLOW PROJECTIONS FOR THE 12 MONTH PERIOD: April 2017 through March 2018

This schedule must be filed with the Court and a copy submitted to the United States Trustee within 15 days after the order for relief. Amended cash flow projections should be submitted as necessary.

	Month Apr	Month May	Month Jun	Month Jul	Month Aug	Month Sep	Month Oct	Month Nov	Month Dec	Month Jan	Month Feb	Month Mar	Total
Cash Beginning of Month	\$267,482	\$711,146	\$583,377	\$318,323	\$4,816,595	\$4,088,696	\$3,428,482	\$2,567,948	\$1,977,814	\$1,404,110	\$872,837	\$513,341	
RECEIPTS													
CASH SALES													
ACCOUNTS RECEIVABLE	\$121,773	\$65,000	\$67,000	\$124,000	\$78,000	\$80,660	\$82,840	\$93,740	\$95,920	\$98,100	\$43,600	\$47,960	\$998,593
LOANS AND ADVANCES	\$1,128,317	\$1,200,000	\$1,200,000	\$6,500,000									\$10,028,317
SALE OF ASSETS													\$0
OTHER (ATTACH LIST)													\$0
TOTAL RECEIPTS	\$1,250,090	\$1,265,000	\$1,267,000	\$6,624,000	\$78,000	\$80,660	\$82,840	\$93,740	\$95,920	\$98,100	\$43,600	\$47,960	\$11,026,910
DISBURSEMENTS													
NET PAYROLL	(\$300,206)	(\$238,627)	(\$290,529)	(\$177,989)	(\$177,989)	(\$177,989)	(\$177,989)	(\$177,989)	(\$177,989)	(\$177,989)	(\$177,989)	(\$177,989)	(\$2,431,266)
PAYROLL TAXES	(\$20,870)	(\$16,589)	(\$20,197)	(\$12,374)	(\$12,374)	(\$12,374)	(\$12,374)	(\$12,374)	(\$12,374)	(\$12,374)	(\$12,374)	(\$12,374)	(\$169,019)
SALES, USE, AND OTHER TAXES	(\$2,311)	(\$2,250)	(\$2,250)	(\$2,250)	(\$2,250)	(\$2,250)	(\$2,250)	(\$2,250)	(\$2,250)	(\$2,250)	(\$2,250)	(\$2,250)	(\$27,061)
INVENTORY PURCHASES	(\$27,298)	(\$10,940)	(\$109,715)	(\$68,550)	(\$34,275)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	(\$250,778)
SECURED/ RENTAL/ LEASES	(\$37,453)	(\$30,000)	(\$30,000)	(\$30,000)	(\$30,000)	(\$15,000)	(\$15,000)	(\$15,000)	(\$15,000)	(\$15,000)	(\$15,000)	(\$15,000)	(\$262,453)
INSURANCE	(\$43,750)	\$0	\$0	(\$63,000)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	(\$106,750)
ADMINISTRATIVE & SELLING	(\$26,793)	(\$77,500)	(\$64,500)	(\$96,000)	(\$88,000)	(\$88,000)	(\$88,000)	(\$88,000)	(\$88,000)	(\$88,000)	(\$88,000)	(\$88,000)	(\$968,793)
RESEARCH & DEVELOPMENT	\$0	(\$217,778)	(\$302,778)	(\$337,411)	(\$297,661)	(\$284,411)	(\$282,911)	(\$232,911)	(\$221,161)	(\$188,411)	(\$32,133)	(\$3,633)	(\$2,401,198)
CLINICAL STUDIES	(\$168,159)	(\$104,000)	(\$76,500)	(\$135,100)	(\$127,350)	(\$124,850)	(\$328,850)	(\$118,350)	(\$115,850)	(\$108,350)	(\$38,350)	(\$26,850)	(\$1,472,559)
REIMBURSEMENT / HEALTH ECONOMICS	(\$25,500)	(\$14,085)	(\$14,085)	(\$14,555)	(\$21,000)	(\$21,000)	(\$21,000)	(\$22,000)	(\$22,000)	(\$22,000)	(\$22,000)	(\$22,000)	(\$241,225)
ASSUMED LIABILITIES / CURE COSTS				(\$850,000)									
PROFESSIONAL FEES	(\$154,086)	(\$681,000)	(\$621,500)	(\$308,500)	(\$15,000)	(\$15,000)	(\$15,000)	(\$15,000)	(\$15,000)	(\$15,000)	(\$15,000)	(\$15,000)	(\$1,885,086)
U.S. TRUSTEE FEES	\$0			(\$30,000)									(\$30,000)
COURT COSTS	\$0												\$0
TOTAL DISBURSEMENTS	(\$806,426)	(\$1,392,769)	(\$1,532,054)	(\$2,125,729)	(\$805,899)	(\$740,874)	(\$943,374)	(\$683,874)	(\$669,624)	(\$629,374)	(\$403,096)	(\$363,096)	(\$11,096,188)
NET CASH FLOW													
(RECEIPTS LESS DISBURSEMENTS)	\$443,664	-\$127,769	-\$265,054	\$4,498,271	-\$727,899	-\$660,214	-\$860,534	-\$590,134	-\$573,704	-\$531,274	-\$359,496	-\$315,136	(\$69,277)
Cash End of Month	\$711,146	\$583,377	\$318,323	\$4,816,595	\$4,088,696	\$3,428,482	\$2,567,948	\$1,977,814	\$1,404,110	\$872,837	\$513,341	\$198,205	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/26/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Wells Fargo Insurance Services USA, Inc. Attn: Alejandra Evans 2601 S. Bayshore Drive, Suite 1600 Coconut Grove, FL 33133	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT NAME: Risk Management Department</td> </tr> <tr> <td>PHONE (A/C, No, Ext): (866) 443-8489</td> <td>FAX (A/C, No): (800) 889-0021</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS: work.comp@trinet.com</td> </tr> </table>	CONTACT NAME: Risk Management Department		PHONE (A/C, No, Ext): (866) 443-8489	FAX (A/C, No): (800) 889-0021	E-MAIL ADDRESS: work.comp@trinet.com									
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E-MAIL ADDRESS: work.comp@trinet.com															
INSURED TriNet HR Corporation and all its affiliates and subsidiaries Halt Medical, Inc. (Endorsed as alternate employer) 9000 Town Center Parkway Bradenton, FL 34202	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Commerce & Industry Inc Co</td> <td style="text-align: center;">19410</td> </tr> <tr> <td>INSURER B: Illinois National Ins Co</td> <td style="text-align: center;">23817</td> </tr> <tr> <td>INSURER C: Ins Co State of Penn</td> <td style="text-align: center;">19429</td> </tr> <tr> <td>INSURER D: Nat'l Union Fire Ins Co of Pittsburgh, PA</td> <td style="text-align: center;">19445</td> </tr> <tr> <td>INSURER E: New Hampshire Ins Co</td> <td style="text-align: center;">23841</td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Commerce & Industry Inc Co	19410	INSURER B: Illinois National Ins Co	23817	INSURER C: Ins Co State of Penn	19429	INSURER D: Nat'l Union Fire Ins Co of Pittsburgh, PA	19445	INSURER E: New Hampshire Ins Co	23841	INSURER F:	
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COVERAGES

CERTIFICATE NUMBER:

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B E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N		064571865 (IL) 064568308 (TX)	07/01/2016 07/01/2016	07/01/2017 07/01/2017	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;">PER STATUTE</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">OTHER</td> <td></td> </tr> <tr> <td></td> <td>E.L. EACH ACCIDENT</td> <td></td> <td></td> <td style="text-align: right;">\$2,000,000</td> </tr> <tr> <td></td> <td>E.L. DISEASE-EA EMPLOYEE</td> <td></td> <td></td> <td style="text-align: right;">\$2,000,000</td> </tr> <tr> <td></td> <td>E.L. DISEASE-POLICY LIMIT</td> <td></td> <td></td> <td style="text-align: right;">\$2,000,000</td> </tr> </table>	<input checked="" type="checkbox"/>	PER STATUTE	<input type="checkbox"/>	OTHER			E.L. EACH ACCIDENT			\$2,000,000		E.L. DISEASE-EA EMPLOYEE			\$2,000,000		E.L. DISEASE-POLICY LIMIT			\$2,000,000
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required): Client ID: CRK
 Workers' Compensation coverage is limited to worksite employees of Halt Medical, Inc. through a co-employment agreement with TriNet HR Corporation and all affiliated entities.

CERTIFICATE HOLDER

CANCELLATION

U.S. Trustee 915 Wilshire Blvd Ste 1850 Los Angeles, CA 90017	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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DATE (MM/DD/YYYY)
04/26/2017

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B D E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N		064566058 (NJ) 064568413 (CA) 064565434 (NC) 064567309 (PA)	07/01/2016 07/01/2016 07/01/2016 07/01/2016	07/01/2017 07/01/2017 07/01/2017 07/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE-EA EMPLOYEE \$2,000,000 E.L. DISEASE-POLICY LIMIT \$2,000,000

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PRODUCER Pacific Diversified Insurance, Inc. 2362 Maritime Dr Suite 100 Elk Grove, CA 95758	CONTACT NAME:	
	PHONE (A/C, No, Ext): (888) 300-4678	FAX (A/C, No): (916) 604-9124
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Valley Forge Insurance Company	20508
	INSURER B : National Fire Insurance Co	20478
	INSURER C : Gemini Insurance Co	10833
	INSURER D : Continental Casualty Co	20443
	INSURER E :	
	INSURER F :	

INSURED
Halt Medical, Inc.
131 Sand Creek Road, Suite B
Brentwood, CA 94513

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$
								\$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			B4030498388	01/01/2017	01/01/2018	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							\$	
							\$	
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			B4032991341	01/01/2017	01/01/2018	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$
							Aggregate	\$ 5,000,000
							PER STATUTE	
							OTH-ER	
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
C	Products Liability			GL147601	01/01/2017	01/01/2018	Limit Occ/Agg	10,000,000
D	Foreign Liability			PST614640039	01/01/2017	01/01/2018	Limit	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Proof of Insurance

CERTIFICATE HOLDER**CANCELLATION**

U.S. Department of Justice; Office of the U.S. Trustee
J. Caleb Boggs Federal Building
844 King Street, Suite 2207
Wilmington, DE 19801

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Tiffany J. White

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IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:

Halt Medical, Inc.,¹

Debtor.

Chapter 11

Case No. 17-10810 (LSS)

Re: Docket No. 5

ORDER (I) AUTHORIZING (A) MAINTENANCE OF EXISTING BANK ACCOUNTS, (B) CONTINUED USE OF EXISTING BUSINESS FORMS, AND (C) CONTINUED USE OF CASH MANAGEMENT SYSTEM, AND (II) TEMPORARILY SUSPENDING SECTION 345(b) DEPOSIT AND INVESTMENT REQUIREMENTS

This matter coming before the Court on the *Debtor's Motion for Orders under Bankruptcy Code Sections 105(a), 363, 364, 503(b), 1107, and 1108 (I) Authorizing (A) Maintenance of Existing Bank Accounts, (B) Continued Use of Existing Business Forms, and (C) Continued Use of Existing Cash Management System, and (II) Temporarily Suspending Section 345(b) Deposit and Investment Requirements* (the "Motion");² and the Court having reviewed the Motion; and it appearing that (a) the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 1334 and 157, and the *Amended Standing Order of Reference* dated February 29, 2012, from the United States District Court for the District of Delaware, (b) this is a core proceeding pursuant to 28 U.S.C. § 157(b), and the Court may enter a final order consistent with Article III of the United States Constitution, and (c) notice of the Motion was sufficient under the circumstances and no other or further notice need be provided; and the Court having considered the *Declaration of Kimberly Bridges-Rodriguez in Support of Halt Medical, Inc.'s First-Day Motions*; and the Court having determined that the legal and factual bases set forth in the Motion

¹ The last four digits of the Debtor's federal tax identification number are 8422. The Debtor's address is 131 Sand Creek Road, Suite B, Brentwood, CA 94513.

² Unless otherwise noted, capitalized terms used herein shall have the meanings ascribed to them in the Motion.

establish just cause for the relief granted herein; and the Court having determined that the relief sought in the Motion is in the best interests of the Debtor and its estate; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED as set forth herein.
2. The Debtor is authorized, but not directed, in the reasonable exercise of its business judgment, (i) to designate, maintain and continue to use, with the same account numbers, the Bank Accounts identified in the Motion; (ii) to use, in their present form, checks and other documents related to the Bank Accounts, and (iii) to treat the Bank Accounts for all purposes as the accounts of the Debtor as debtor in possession.
3. Heritage Bank is hereby authorized to continue to service and administer the Bank Accounts as the accounts of the Debtor as debtor in possession without interruption and in the usual and ordinary course of business, and to receive, process, honor and pay any and all checks and drafts drawn on the Bank Accounts before or after the Petition Date when presented by the holders or makers thereof unless the Debtor has delivered to Heritage Bank a stop-payment notice with respect to any one or more checks issued and provided the applicable bank with a list of all payments for which a stop payment notice has been given.
4. Heritage Bank is authorized to debit the Debtor's accounts in the ordinary course of business without the need for further order of this Court for: (i) all checks drawn on the Bank Accounts which are cashed at Heritage Bank's counters or exchanged for cashier's checks by the payees thereof prior to the Petition Date; (ii) all checks or other items deposited in one or more of the Debtor's accounts with Heritage Bank prior to the Petition Date which have been dishonored or returned unpaid for any reason, together with any fees and costs in connection

therewith, to the same extent that the Debtor was responsible for such items prior to the Petition Date; and (iii) all undisputed prepetition amounts outstanding as of the date hereof, if any, owed to Heritage Bank as service charges for the maintenance of the Cash Management System.

5. In addition, (i) Heritage Bank may rely on the representations of the Debtor with respect to whether any check or other payment order drawn or issued by the Debtor prior to the Petition Date should be honored pursuant to this or any other order of this Court, (ii) Heritage Bank shall not have any liability to any party for relying on such representations by the Debtor as provided for herein, and (iii) any such check or payment order that is not listed as a stop payment by the Debtor shall be deemed to have been represented by the Debtor as appropriate to be honored.

6. Further, (i) certain existing arrangements between the Debtor and Heritage Bank with respect to the Bank Accounts and with respect to the transfers to and from the Bank Accounts shall continue to govern the postpetition cash management relationship between the Debtor and Heritage Bank; (ii) the Debtor and Heritage Bank may (but are not required to), without further order of this Court, agree to and implement changes to the cash management system and procedures in the ordinary course of business, including, without limitation, the opening and closing of bank accounts, with notice to the United States Trustee and counsel to any official committee appointed in this case; provided however, that Heritage Bank is not required to determine whether such notice has been given by the Debtor and Heritage Bank may rely on such changes whether such notice has been given; and (iii) in the course of providing cash management services to the Debtor, Heritage Bank is authorized, without further order of this Court, to continue to deduct from the appropriate accounts of the Debtor, Heritage Bank's

customary fees and expenses associated with the nature of the deposit and cash management services rendered to the Debtor.

7. Heritage Bank shall implement reasonable procedures to not honor any check for which the Debtor has delivered to Heritage Bank a stop-payment notice and identified such check on a list provided to Heritage Bank of all checks for which the Debtor has represented that a stop payment notice has been issued, and to the extent Heritage Bank implements such procedures and then honors a prepetition check or other item drawn on any account that is the subject of this Order (i) at the direction of the Debtor to honor such prepetition check or item, (ii) in good-faith belief that the Court has authorized such prepetition check or item to be honored, or (iii) as a result of an innocent mistake made despite implementation of such procedures, Heritage Bank shall not be deemed in violation of this Order or liable under the Bankruptcy Code for the failure to pay to the Debtor amounts payable on account of such prepetition check or item.

8. The Debtor may continue to fund its business and operations through the Bank Accounts.

9. The Debtor shall maintain detailed records reflecting all transfers of funds under the terms and conditions provided for by the existing agreements with the institutions participating in the Debtor's Cash Management System in connection with the ongoing utilization of its Cash Management System

10. Nothing contained herein shall prevent the Debtor from opening any new bank accounts or closing any existing Bank Accounts as it may deem necessary and appropriate, with notice to the United States Trustee and to any official committee appointed in this case, *provided, however*, that any new account shall be with a bank that (i) is insured by the Federal Deposit Insurance Corporation, (ii) is organized under the laws of the United States or any state

therein, and (iii) has or immediately executes a standing uniform depository agreement with the Office of the United States Trustee for the District of Delaware.

11. Pursuant to Local Rule 2015-2(a), the Debtor is authorized to continue to use and issue checks without alteration and without the designation “debtor in possession” imprinted upon them, *provided, however*, that upon exhaustion of its current check supply the Debtor shall designate “debtor in possession” and the bankruptcy case number on any new checks obtained postpetition.

12. The Debtor is authorized to continue utilizing its Cash Management System to manage its cash, in a manner consistent with its prepetition practice

13. Subject to the following paragraph of this Order, the Debtor is (i) authorized, on an interim basis, to deposit funds in excess of amounts insured by the Federal Depository Insurance Corporation as requested in the Motion, all in accordance with the Debtor’s customary prepetition Cash Management System, in addition to the investments and deposits permitted by Bankruptcy Code section 345, and (ii) granted a 45-day extension of time to comply with the investment and deposit requirements of section 345 of the Bankruptcy Code, which extension is without prejudice to the Debtor’s ability to seek additional time to comply with such requirements, after notice and a hearing.

14. Within fifteen (15) days from the date of entry of this Order, the Debtor shall (i) contact Heritage Bank, (ii) provide Heritage Bank with the Debtor’s employer identification number, and (iii) identify its accounts held at Heritage Bank as being held by a debtor in possession and provide the bankruptcy case number.

15. Subject to Section 553 of the Bankruptcy Code, Heritage Bank is prohibited from offsetting, netting, affecting, or otherwise impeding any funds of the Debtor deposited in the

Bank Accounts on account of or by reason of any claim (as defined in section 101(5) of the Bankruptcy Code) against the Debtor that arose before the Petition Date, absent further order of this Court.

16. The Debtor is authorized to continue using its existing Business Forms without alteration or change.

17. The Debtor, its officers, employees and agents, are authorized to take or refrain from taking such acts as are necessary and appropriate to implement and effectuate the relief granted herein.

18. The Debtor is authorized to deposit funds in accordance with its established deposit practices in effect as of the commencement of this case and, to the extent such deposit practices are not consistent with the requirements of section 345(b) of the Bankruptcy Code or of the U.S. Trustee Operating Guidelines for Chapter 11 Cases, such requirements hereby are suspended for 45 days, without prejudice to the Debtor's right to seek additional time, after notice and a hearing.

19. The Debtor is authorized to make disbursements from the Bank Accounts, to the extent consistent with the Debtor's existing cash management practices.

20. For banks at which the Debtor holds accounts that are not party to a Uniform Depository Agreement with the Office of the United States Trustee for the District of Delaware, the Debtor shall use their good-faith efforts to cause the banks to execute a Uniform Depository Agreement in a form prescribed by the Office of the United States Trustee within forty-five (45) days of the date of this Order. The U.S. Trustee's rights to seek further relief from this Court on notice in the event that the aforementioned banks are unwilling to execute a Uniform Depository Agreement in a form prescribed by the U.S. Trustee are fully reserved.

21. Notwithstanding the relief granted herein and any actions taken hereunder, nothing contained herein shall constitute, nor is it intended to constitute, an assumption of any contract under section 365 of the Bankruptcy Code or the waiver by the Debtor of any of its rights pursuant to any agreement, by operation of law or otherwise.

22. Bankruptcy Rule 6003(b), to the extent applicable, has been satisfied with respect to this Order.

23. The 14-day stay under Bankruptcy Rule 6004(h), to the extent applicable, is hereby waived with respect to this Order.

24. The terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

25. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion.

26. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation and/or enforcement of this Order.

Dated: April 13, 2017


United States Bankruptcy Judge

In re: Halt Medical, Inc.

Case No. 17-10810 (LSS)
 Reporting Period: 27-Apr-17

Schedule of Retainers Paid to Professionals

Payee	Payment Date	Doc#	Payment type	Name of Payor	Amount	Amount Applied to Date	Balance	
Cooley LLP	12/1/2016	27617	Check	Halt Medical, Inc.	\$50,000.00	\$50,000.00	\$0.00	
Cooley LLP	3/7/2017	27834	Check	Halt Medical, Inc.	\$50,000.00	\$50,000.00	\$0.00	
Cooley LLP	3/20/2017	1240	Wire	Halt Medical, Inc.	\$200,000.00	\$200,000.00	\$0.00	
Cooley LLP	4/7/2017	1245	Wire	Halt Medical, Inc.	\$80,000.00	\$80,000.00	\$0.00	
Dolan Recano & Company	4/10/2017	1246	Wire	Halt Medical, Inc.	\$35,000.00		\$35,000.00	*Evergreen
Drinker Biddle & Reath LLP	3/31/2017	1243	Wire	Halt Medical, Inc.	\$75,000.00	\$75,000.00	\$0.00	