

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF NEW YORK**

	X	
In re:	:	Chapter 11
	:	
CARTHAGE AREA HOSPITAL, INC.,	:	Case No. 26-30078
	:	Joint Administration to be Requested
Debtor.	:	
	X	
	X	
In re:	:	Chapter 11
	:	
NORTH STAR HEALTH ALLIANCE, INC.,	:	Case No. 26-60099
	:	
Debtor.	:	
	X	
	X	
In re:	:	Chapter 11
	:	
CLAXTON-HEPBURN MEDICAL CENTER, INC.,	:	Case No. 26-60100
	:	
Debtor.	:	
	X	
	X	
In re:	:	Chapter 11
	:	
MEADOWBROOK TERRACE, INC.,	:	Case No. 26-30079
	:	
Debtor.	:	
	X	

DISCLOSURE OF COMPENSATION OF ATTORNEYS FOR DEBTOR

1. Pursuant to 11 U.S.C. Section 329(a) and Bankruptcy Rule 2016(b), I certify that Barclay Damon LLP (“Barclay Damon”) are proposed counsel for the above-named Debtors and Debtors-in-Possession and that compensation paid to Barclay Damon within one (1) year before the filing of the petitions in bankruptcy, or agreed to be paid to Barclay Damon, for services rendered or to be rendered on behalf of the Debtors in contemplation of or in connection with the bankruptcy case is as follows:

Prior to the filing of this statement, Barclay Damon has received:

01/28/2026 \$150,000.00*
02/09/2026 \$1,412,000.00**

For legal services from February 10, 2026 (the "Petition Date") forward, Barclay Damon has agreed to accept the amounts allowed by the Court.

Balance Due: Pre-Petition – \$0.00
Post-Petition – those amounts allowed by the Court

* *Includes pre-petition bankruptcy and non-bankruptcy matters.*

** *Includes balance of pre-petition fees of \$110,048.00 for bankruptcy and non-bankruptcy matters, (iii) \$75,000 retainer sent to proposed conflicts counsel, (ii) a \$1,220,000.00 retainer for Debtors' bankruptcy cases, and (iv) the combined filing fees of \$6,952.00.*

2. The source of compensation paid to Barclay Damon was Claxton-Hepburn Medical Center Foundation, Inc. and the source of compensation to be paid to Barclay Damon is the Debtors.

3. Barclay Damon has not agreed to share the above-disclosed compensation with any other person or persons unless they are partners or associates of Barclay Damon.

4. In return for the above-disclosed fee, Barclay Damon has agreed to render legal services for all aspects of the bankruptcy cases, including:

- a. Analysis of the Debtors' financial situation, and rendering advice to the Debtors regarding their obligations and responsibilities after filing petitions in bankruptcy;
- b. Preparation and filing of any petitions, schedules, statements of financial affairs, and plan which may be necessary or appropriate;
- c. Representation of the Debtors at any and all meetings, including meetings of creditors, bankruptcy court hearings, and any adjourned meetings or hearings thereof;
- d. Giving the Debtors legal advice with respect to their powers and duties as debtors-in-possession in the continued operation of their businesses and management of their properties;
- e. Advising the Debtors on the conduct of these Chapter 11 Cases, including all of the legal and administrative requirements of operating in chapter 11;
- f. Conferring and negotiating with the United States Trustee, representatives of the Debtors' creditor, vendors, secured lenders, and other parties in interest on various issues as they arise;

- g. Preparing, on behalf of the Debtors, pleadings in connection with these Chapter 11 Cases, including motions, applications, answers, orders, reports, and papers necessary or otherwise beneficial to the administration of the Debtors' estates;
- h. Advising the Debtors in connection with sales or other disposition of its assets;
- i. Advising the Debtors in connection with any debtor-in-possession financing;
- j. Representation of the Debtors in adversary proceedings and other contested bankruptcy matters;
- k. Appearing before the Court and any appellate court to represent the interests of the Debtors' estates;
- l. Taking any necessary action on behalf of the Debtors to negotiate, prepare, and obtain confirmation of a chapter 11 plan and all documents related thereto;
- m. Analyzing the Debtors' executory contracts and the assumption, assumption and assignment, or rejection thereof;
- n. Advising the Debtors on corporate, litigation, tax, and other matters; and
- o. Performing all other legal services for the Debtors, as debtors-in-possession, which may be necessary or appropriate herein.

5. By agreement with the Debtors, the above-disclosed fee does not include the following services: none.

I certify that the foregoing is a complete statement of any agreement or arrangement for payment to Barclay Damon for representation of the Debtors in these bankruptcy proceedings.

Dated: February 10, 2026
New York, New York

BARCLAY DAMON LLP

By: /s/Janice B. Grubin
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*Proposed Counsel to Debtors and
Debtors-in-Possession*