

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re: :
 : **Chapter 11**
 :
NEIGHBORS LEGACY HOLDINGS, INC., : **Case No. 18-33836 (MI)**
et al., :
 : **(Jointly Administered)**
 :
Debtors.¹ :

**FINAL ORDER (A) AUTHORIZING USE OF CASH COLLATERAL
PURSUANT TO SECTION 363(c) OF THE BANKRUPTCY CODE AND
GRANTING ADEQUATE PROTECTION, AND (B) AUTHORIZING
DEBTOR TO OBTAIN POSTPETITION FINANCING AND
GRANTING LIENS AND SUPERPRIORITY CLAIMS**

This matter came before the Court pursuant to the *Debtors’ (A) Emergency Motion for Interim and Final Orders Authorizing the Use of Cash Collateral, Granting Adequate Protection to Prepetition Secured Parties, and Scheduling a Final Hearing Pursuant to Bankruptcy Rule 4001; and (B) Motion for Final Order Authorizing Secured Post-Petition Financing on a Priming and Super Priority Basis* (the “Motion”) filed by the above-captioned debtors² on July 12, 2018, (a) for entry of an interim order (the “Interim Order”) and a final order (the “Final Order”) (i) authorizing the use of “cash collateral,” as defined in Bankruptcy Code Section 363(a) (the “Cash Collateral”), of the Prepetition Agent (as defined below) and the Prepetition Secured Parties (as defined below); (ii) authorizing adequate protection to the Agent and the Prepetition Secured Parties for any aggregate diminution in value of their respective interests in the Cash Collateral and Prepetition Collateral (as defined below); (iii) modifying the automatic

¹ Due to the large number of Debtors in these chapter 11 cases, a complete list of the Debtors and the last four digits of their tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors’ proposed claims and noticing agent at www.kccllc.net/neighbors. The location of Debtors’ principal place of business and the Debtors’ service address is: 10800 Richmond Avenue, Houston, Texas 77042.

² For purposes of this Final Order, the term “Debtors” shall mean all of the entities listed in footnote 1 above, exclusive of Neighbors Legacy Holdings, Inc.



stay imposed by Bankruptcy Code Section 362 to the extent necessary; and (iv) scheduling a hearing to consider the relief requested on a final basis (the “Final Hearing”); and (b) for entry of a final order (i) authorizing the Debtors to obtain secured post-petition financing on a priming and super priority basis (the “DIP Financing”).

Upon due, proper, and sufficient notice of the Motion, the interim hearing on the Motion (the “Interim Hearing”), and the final hearing on the Motion (the “Final Hearing”) having been given under the circumstances and the opportunity for objection having been provided; and the Interim Hearing having been held on July 13, 2018; and the Court having entered an interim order on July 13, 2018 [Docket No. 39] (the “Interim Order”) granting the Debtors the authority to use Cash Collateral (defined below) on an interim basis; and the Court having held the Final Hearing on August 8, 2018; and it appearing that no other or further notice is necessary with respect to the Court’s entry of this Order (the “Final Order”); and after considering all the pleadings filed with the Court; and upon the *Declaration of Chad J. Shandler in Support of Chapter 11 Petitions and First Day Pleadings* (the “First Day Declaration”), the evidence submitted, and the record made at the Interim Hearing and Final Hearing held on the Motion to approve this Final Order; and the Court having found and determined that the relief sought in the Motion is fair and reasonable and in the best interest of the Debtors, their estates and creditors, and is essential for the continued operation of the Debtors’ business; all objections, if any, to the entry of this Final Order having been withdrawn, resolved, or overruled by the Court; and after due deliberation and consideration and good and sufficient cause appearing therefor,

THE COURT HEREBY MAKES THE FOLLOWING FINDING OF FACT AND CONCLUSIONS OF LAW:

A. Petition Date. On July 12, 2018 (the “Petition Date”), the Debtors filed voluntary petitions for relief under Chapter 11 of Title 11 of the United States Code (the “Bankruptcy”

Code”), thereby commencing these Chapter 11 cases (the “Bankruptcy Cases”). On July 13, 2018, the Court entered an order approving the joint administration of the Bankruptcy Cases. The Debtors are continuing in the management and operation of their businesses and properties as debtors-in-possession pursuant to Section 1107 and 1108 of the Bankruptcy Code. On July 23, 2018 an official committee of unsecured creditors (a “Creditors’ Committee” and, together with any other statutory committee, the “Committees” and each, a “Committee”) was appointed in the Bankruptcy Cases.

B. Jurisdiction and Venue. This Court has jurisdiction over the Bankruptcy Cases and the Motion pursuant to 28 U.S.C. § 1334. The Motion is a core proceeding as defined in 28 U.S.C. § 157(b)(2). The Court may enter a final order consistent with Article III of the United States Constitution. Venue for the Bankruptcy Cases is proper in this district pursuant to 28 U.S.C. § 1408.

C. Notice. Notice of the Final Hearing and the relief requested in the Motion has been provided by the Debtors in accordance and compliance with Bankruptcy Rules 4001 and 9014, as well as the Bankruptcy Local Rules and the Complex Case Procedures, and is sufficient under the circumstances. Without limiting the foregoing, due notice was afforded, whether by facsimile, electronic mail, overnight courier, or hand delivery, to parties in interest, including: (i) the Office of the U.S. Trustee for the Southern District of Texas (the “US Trustee”); (ii) entities listed as holding the 50 largest unsecured claims against the Debtors (on a consolidated basis); (iii) the Agent (defined below) and its counsel; (iv) the Internal Revenue Service; (v) the Office of the United States Attorney for the Southern District of Texas; (vi) the state attorney general for the state of Texas; and (vii) any party that has requested notice pursuant to Bankruptcy Rule 2002.

D. Pre-Petition Loan Documents. KeyBank National Association, as Administrative Agent (the “Agent”) for the parties identified as “Lenders” (collectively, the “Lenders”) in the Credit Agreement (defined below), the Lenders, and Neighbors Global Holdings, LLC are parties to that certain Credit Agreement dated as of November 19, 2015, as amended by: (i) that certain Amendment No. 1 to Credit Agreement dated as of July 5, 2016; (ii) that certain Waiver, Consent, and Amendment No. 2 to Credit Agreement dated as of September 9, 2016; and (iii) that certain Waiver, Consent and Amendment No. 3 to Credit Agreement dated as of May 9, 2017 (collectively, the “Credit Agreement”), pursuant to which the Lenders made the following credit facility available to the Debtors (the “Credit Facility”): (i) a revolving credit facility in the original maximum principal amount of \$30,000,000; (ii) a term loan in the maximum principal amount of \$100,000,000 (the “Term Loan”); and (iii) a delayed draw loan (the “Delayed Draw Loan”) in the maximum principal amount of \$20,000,000.

E. In connection with the Credit Facility, the Debtors delivered to the Agent, among other things: (i) that certain Amended and Restated Pledge and Security Agreement dated as of May 9, 2017, which amended and restated that certain Pledge and Security Agreement dated as of November 19, 2015 (as amended and restated, the “Pledge and Security Agreement”), pursuant to which the Debtors granted the Agent (for the benefit of the Agent, for the benefit of the Secured Creditors (as defined in the Pledge and Security Agreement) a first-priority (subject only to Permitted Liens, as defined in the Credit Agreement) security interest and lien upon substantially all of the tangible and intangible personal property of the Debtors, whether then existing or thereafter from time to time arising or acquired and wherever located (all as more specifically described in the Pledge and Security Agreement and herein collectively called the “Personal Property”); (ii) that certain Assignment of Management Services Agreement dated

November 19, 2015 (the “Assignment Agreement”), pursuant to which Neighbors Health, LLC (f/k/a Neighbors Health Systems, LLC) collaterally assigned to the Agent, for the benefit of the Lenders, all of its rights and remedies with respect to the representations, warranties, covenants and indemnities of certain of the Debtors under the Management Services Agreements (as defined in the Assignment Agreement) and all of its other rights under the Management Services Agreements; (iii) that certain Collateral Assignment of Trademarks dated as of November 19, 2015 (the “2015 Trademark Assignment”), pursuant to which Neighbors Emergency Center, LLC assigned and granted to Agent, for the benefit of the Secured Creditors, a first-priority (subject only to Permitted Liens, as defined in the Credit Agreement) security interest in, a general lien upon and/or right of setoff against its intellectual property rights (as more specifically described in the 2015 Trademark Assignment); (iv) that certain Collateral Assignment of Trademarks dated as of September 16, 2016 (the “2016 Trademark Assignment”), pursuant to which Neighbors Emergency Center, LLC assigned and granted to Agent, for the benefit of the Secured Creditors, a first priority (subject only to Permitted Liens, as defined in the Credit Agreement) security interest in, a general lien upon and/or right of setoff against its intellectual property rights (as more specifically described in the 2016 Trademark Assignment); (v) that certain Deed of Trust, Assignment of Leases and Rents, Security Agreement and UCC Financing Statement for Fixture Filing dated effective as of November 19, 2015, by NEC Baytown Asset Holdings, LLC, as Grantor, to Martha Wach, as Trustee, for the benefit of the Agent, as Beneficiary (the “Baytown Mortgage”), pursuant to which NEC Baytown Asset Holdings, LLC: (a) granted a first-priority (subject only to Permitted Liens, as defined in the Credit Agreement) lien upon certain real property (as more specifically described in the Baytown Mortgage), and improvements constructed thereon and/or fixtures attached thereto, located in

Baytown, Texas (the "Baytown Facility"), (b) granted a first-priority (subject only to Permitted Liens, as defined in the Credit Agreement) security interest in all personal property situated on or attached to the Baytown Facility, and (c) assigned all leases of and/or rent collected on account of any lease of the Baytown Facility; (vi) that certain Deed of Trust, Assignment of Leases and Rents, Security Agreement and UCC Financing Statement for Fixture Filing dated effective as of November 19, 2015, by NEC Beaumont Asset Holdings, LLC, as Grantor, to Martha Wach, as Trustee, for the benefit of the Agent, as Beneficiary (the "Beaumont Mortgage"), pursuant to which NEC Beaumont Asset Holdings, LLC: (a) granted a first-priority (subject only to Permitted Liens, as defined in the Credit Agreement) lien upon certain real property (as more specifically described in the Beaumont Mortgage), and improvements constructed thereon and/or fixtures attached thereto, located in Beaumont, Texas (the "Beaumont Facility"), (b) granted a first-priority (subject only to Permitted Liens, as defined in the Credit Agreement) security interest in all personal property situated on or attached to the Beaumont Facility, and (c) assigned all leases of and/or rent collected on account of any lease of the Beaumont Facility; (vii) that certain Deed of Trust, Assignment of Leases and Rents, Security Agreement and UCC Financing Statement for Fixture Filing dated effective as of November 19, 2015, by NEC Kingwood Asset Holdings, LLC, as Grantor, to Martha Wach, as Trustee, for the benefit of the Agent, as Beneficiary (the "Kingwood Mortgage"), pursuant to which NEC Kingwood Asset Holdings, LLC: (a) granted a first-priority (subject only to Permitted Liens, as defined in the Credit Agreement) lien upon certain real property (as more specifically described in the Kingwood Mortgage), and improvements constructed thereon and/or fixtures attached thereto, located in Kingwood, Texas (the "Kingwood Facility"), (b) granted a first-priority (subject only to Permitted Liens, as defined in the Credit Agreement) security interest in all personal property

situated on or attached to the Kingwood Facility, and (c) assigned all leases of and/or rent collected on account of any lease of the Kingwood Facility; and (viii) that certain Deed of Trust, Assignment of Leases and Rents, Security Agreement and UCC Financing Statement for Fixture Filing dated effective as of November 19, 2015, by NEC Pearland Asset Holdings, LLC, as Grantor, to Martha Wach, as Trustee, for the benefit of the Agent, as Beneficiary (the “Pearland Mortgage,” and collectively with the Baytown Mortgage, the Beaumont Mortgage and the Kingwood Mortgage, the “Mortgages”), pursuant to which NEC Pearland Asset Holdings, LLC: (a) granted a first-priority (subject only to Permitted Liens, as defined in the Credit Agreement) lien upon certain real property (as more specifically described in the Pearland Mortgage), and improvements constructed thereon and/or fixtures attached thereto, located in Pearland, Texas (the “Pearland Facility”), (b) granted a first-priority (subject only to Permitted Liens, as defined in the Credit Agreement) security interest in all personal property situated on or attached to the Pearland Facility, and (c) assigned all leases of and/or rent collected on account of any lease of the Pearland Facility.

F. In connection with the Credit Facility, the Agent, among other things, filed the items described on Schedule 1.

G. NEC Amarillo Emergency Center, LP, NEC Aurora Emergency Center, LP, NEC Baytown Emergency Center, LP, NEC Beaumont Emergency Center, LP, NEC Bellaire Emergency Center, LP, NEC Brownsville Emergency Center, LP, NEC College Station Emergency Center, LP, NEC Crosby Emergency Center, LP, NEC Eastside Emergency Center, LP, (d/b/a NEC Edgemere Emergency Center), NEC Greeley Emergency Center, LP, NEC Harlingen Emergency Center, LP, NEC Kingwood Emergency Center, LP, NEC Lakeline Emergency Center, LP, NEC Longview Emergency Center, LP, NEC McAllen Emergency

Center, LP, NEC Midland Emergency Center, LP, NEC Mueller Emergency Center, LP, NEC Odessa Emergency Center, LP, NEC Orange Emergency Center, LP, NEC Pasadena Emergency Center, LP, NEC Pearland Emergency Center, LP, NEC Pharr Emergency Center, LP, NEC Port Arthur Emergency Center, LP, NEC Porter Emergency Center, LP, NEC Pueblo Emergency Center, LP, NEC San Angelo Emergency Center, LP, NEC Texarkana Emergency Center, LP, NEC Texas City Emergency Center, LP, NEC Tyler Emergency Center, LP, NEC West Warwick Emergency Center, LP, NEC Wichita Falls Emergency Center, LP, NEC Yorktown Emergency Center, LP, NEC Zaragoza Emergency Center, LP, NEC Abilene Emergency Center, LP, NEC Amarillo South Emergency Center, LP, , NEC Bristol Emergency Center, LP, NEC Grand Prairie Emergency Center, LP, NEC Hartford Emergency Center, LP, NEC Kerrville Emergency Center, LP, NEC Lafayette Emergency Center, LP, NEC Lake Jackson Emergency Center, LP, NEC Lubbock Emergency Center, LP, NEC Lufkin Emergency Center, LP, NEC Paris Emergency Center, LP, NEC Phoenix Emergency Center, LP, NEC Santa Fe Emergency Center, LP, NEC Seguin Emergency Center, LP, NEC Victoria Emergency Center, LP, Arizona Emergency Center 01, LP, NEC El Paso Upper Valley Emergency Center, LP, NEC Waco Emergency Center, LP, NEC Baytown Asset Holdings, LLC, NEC Beaumont Asset Holdings, LLC, NEC Kingwood Asset Holdings, LLC, NEC Pearland Asset Holdings, LLC, EDMG, LLC, Neighbors Concierge Services, LLC, Neighbors Emergency Center, LLC, Neighbors GP, LLC, Neighbors Practice Management, LLC, NHS Emergency Centers, LLC, Neighbors Telehealth Services, LLC, Next Door Urgent Care, LLC, Neighbors Health, LLC, Neighbors Physician Group - Colorado, LLC, and Neighbors Physician Group, PLLC (collectively, the “Guarantors”), delivered to the Agent that certain Amended and Restated Guaranty dated as of May 9, 2017, which amended and restated that certain Guaranty dated as of November 19, 2015 (as amended

and restated, the “Guaranty”), by the Guarantors with the Agent, for the benefit of the Creditors (as defined in the Guaranty), pursuant to which the Guarantors, among other things, guaranteed the prompt payment and performance of all indebtedness and liabilities owing by Neighbors Global Holdings, LLC to the Agent and the Lenders under the Credit Agreement.

H. The prepetition loan documents described in paragraphs D-G hereof, as amended, supplemented, or otherwise modified prior to the Petition Date, together with all collateral and ancillary documents executed in connection therewith are collectively referred to herein as the “Prepetition Loan Documents,” and the principal, interest, costs, expenses, fees, and other amounts owing under the Prepetition Loan Documents are collectively referred to herein as the “Prepetition Indebtedness.”

I. Debtors’ Stipulations. Without prejudice to the rights of any other party and subject to the Challenge Period set forth in paragraph 29, computed as of the Petition Date, the Debtors stipulate that they are liable to the Agent and the Lenders, for the Prepetition Indebtedness in the aggregate amount of at least \$110,195,053.48, broken down as follows:

1. With respect to the Term Loan, the aggregate amount of at least \$91,481,592.47, comprised of: (i) \$90,625,000 of unpaid principal; and (ii) \$856,592.47 of accrued and unpaid interest; plus (iii) certain other recoverable fees (including attorneys’ fees) and costs owing under the Term Loan and related Prepetition Loan Documents.

2. With respect to the Delayed Draw Loan, the aggregate amount of at least \$18,713,461.01, comprised of: (i) \$18,500,000 of unpaid principal; and (ii) \$174,863.01 of accrued and unpaid interest; and (iii) \$38,625 in unused line-of-credit fees; plus (iv)

certain other recoverable fees (including attorneys' fees) and costs owing under the Term Loan and related Prepetition Loan Documents.

Additionally, interest, fees, costs, expenses and attorney's fees continue to accrue on the Pre-Petition Indebtedness (collectively with the Pre-Petition Indebtedness, the "Secured Claim"). The Debtors stipulate that the Secured Claim constitutes an allowable, legal, valid, binding, and enforceable obligation of the Debtors.

J. The Debtors further stipulate that, as security for repayment of the Secured Claim, the Agent, for the benefit of the Secured Creditors, holds valid, binding, enforceable, and properly perfected first-priority (subject only to Permitted Liens, as defined in the Credit Agreement) liens and security interests (the "Pre-Petition Liens") in: (i) substantially all of the Debtors' tangible and intangible Personal Property as described in the Prepetition Loan Documents; (ii) the Real Property as described in the Mortgages; and (iii) the Collateral Records, Pledged Equity Interests, and the proceeds therefrom described in the Pledge and Security Agreement, whether now owned or hereinafter acquired or arising, and together with all proceeds and products thereof (collectively, the "Collateral").

K. The Debtors further stipulate that: (i) the Secured Claim and any other amounts owing to the Secured Creditors pursuant to the Prepetition Loan Documents are due and owing, are legally binding and enforceable obligations of the Debtors, and are not subject to any offset, defense, claims, counterclaims of any kind; (ii) the Prepetition Loan Documents are valid and enforceable against the Debtors in accordance with their terms, are not subject to any offset, defense, claim, counterclaim of any kind or nature whatsoever, and are not subject to avoidance pursuant to applicable state or federal laws; (iii) the liens and security interests of the Agent for the benefit of the Secured Creditors in, to, and against all of the Collateral are first-priority

(subject only to the Permitted Liens (as defined in the Credit Agreement)) valid, binding, enforceable and properly perfected liens and security interests, and are not subject to avoidance under any state and federal law; and (iv) there are no existing claims or causes of action of the Debtors, breaches of contract or other liabilities, whether liquidated or unliquidated, direct or indirect, and whether arising under state or federal law (including the Bankruptcy Code) against the Agent or the Secured Creditors, arising from the relationships between the Debtors, on one hand, and the Agent and the Secured Creditors, on the other hand.

L. The Debtors further stipulate that the Collateral includes cash proceeds and other cash equivalents, and all cash and cash equivalent proceeds of the Prepetition Collateral, constituting cash collateral of the Debtors within the meaning of Section 363(a) of the Bankruptcy Code ("Cash Collateral").

M. Debtors' Need to Use Cash Collateral. The Debtors do not have sufficient available sources of working capital and financing to operate their business without the use of Cash Collateral. The ability of the Debtors to pay employees and otherwise finance their operations is essential for the Debtors to continue operations and to administer and preserve the value of their bankruptcy estates until the closing of the last of one or more sales collectively involving substantially all of the Debtors' assets (the "Closing"). The Debtors' critical need for use of Cash Collateral is immediate. Without the use of Cash Collateral, the continued operation of the Debtors' business would not be possible, and serious and irreparable harm to the Debtors and their estates would result.

N. Agent's Consent to the Use of Cash Collateral. The Debtors have requested that the Agent consent to the use of Cash Collateral on a final basis. The Debtors undertook arm's-length negotiations with the Agent with respect to the use of Cash Collateral on a final basis,

which are memorialized by the terms of this Final Order. The Agent, on behalf of the Secured Creditors, is willing to allow the Debtors to use Cash Collateral on a final basis pursuant to the terms and conditions set forth in this Final Order. The terms and conditions of the proposed use of Cash Collateral pursuant to this Final Order are fair and reasonable, were negotiated by the parties in good faith at arm's length, and the parties otherwise acted in good faith. Neither the Agent nor the Secured Creditors have agreed to any further or other use of Cash Collateral for any other purpose except as set forth in this Final Order.

O. Need for Post-Petition Financing. The Debtors have a fiduciary duty to protect and maximize the value of their estates for the benefit of creditors. To that end, the Debtors have an immediate need to obtain financing in order to continue operations and to administer and preserve the value of their bankruptcy estates until the Closing. The Debtors lack sufficient liquidity to finance their operations, preserve and maintain the value of their assets, and maximize the return for all creditors through the Closing without access to the DIP Proceeds (defined below). As a result, the Debtors, their bankruptcy estates and their creditors would suffer serious and irreparable harm if the Debtors cannot access the DIP Proceeds.

P. The DIP Facility. The terms upon which KeyBank National Association, as post-petition Administrative Agent (in such capacity, the "DIP Agent") for itself and certain parties identified as "Lenders" (collectively, the "DIP Lenders") in the DIP Financing Documents (defined below), are willing to: (i) provide debtor-in-possession financing to the Debtors; and (ii) advance the DIP Proceeds (defined below) to the Debtors on the terms set forth in the credit agreement attached hereto as Exhibit A (the "DIP Credit Agreement").³ The debtor-in-possession financing transaction described in the DIP Credit Agreement shall hereinafter be

³ Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the DIP Credit Agreement.

referred to as the “DIP Facility.” The DIP Facility and the documents and instruments governing the DIP Facility shall hereinafter be referred to as the “DIP Financing Documents.” As set forth in more detail in the DIP Financing Documents, the DIP Facility shall be in the form of a post-petition senior secured loan facility with a commitment in an aggregate principal amount of up to \$24,000,000 (the “Commitment”), comprised of: (i) an amount up to \$8,000,000 of new money revolving loan funding (the “DIP Revolving Loan”); and (ii) a roll-up of \$16,000,000 of the Secured Claim (the “DIP Roll-Up”). The Commitment will be made in two tranches: (i) the DIP Roll-Up; and (ii) the DIP Revolving Loan, subject to the Agent’s receipt of a Funding Request (as defined in the DIP Financing Documents). The DIP Facility obligations shall include the following fees: (i) a \$300,000 Commitment Fee; (ii) a \$100,000 Agent Fee; and (iii) an Unused Fee of 1.5% on the DIP Revolving Loan (the “DIP Fees”). The fees described in clauses (i) and (ii) shall be payable upon entry of this Order. The fees described in clause (iii) shall be paid in arrears (on a monthly basis) based upon the average unused portion of the DIP Revolving Loan.

Q. Secured Creditors’ Consent to DIP Facility / Priming Liens. The Pre-Petition Lenders holding 100% of the aggregate principal balance of the Secured Claim, and that are entitled to vote under the Prepetition Loan Documents, have expressly consented to the entry of this Final Order, the relief requested herein, the execution of the DIP Financing Documents, and the DIP Liens (defined below), including the priming liens, and DIP Super-Priority Claim granted to the DIP Agent and the DIP Lenders under the terms of the DIP Financing Documents. Such consent is binding on all of the Secured Creditors. None of the Secured Creditors has filed an objection to the entry of this Final Order or the relief provided herein. Notwithstanding anything to the contrary herein, the Secured Creditors’ consent to the DIP Facility and to the priming of the Prepetition Liens, except for the Permitted Liens, by the DIP Liens is expressly

limited to the present DIP Facility and the DIP Liens securing same, and shall not be applicable to any other debtor-in-possession credit facility, even if it contains substantially the same economic terms as this DIP Facility.

R. No Credit Available on More Favorable Terms. Given the Debtors' financial condition, financing arrangements, and capital structure, the Debtors do not have sufficient unencumbered cash to fund their businesses through the Closing, and are otherwise unable to obtain adequate unsecured credit allowable under Section 503(b)(1) of the Bankruptcy Code as an administrative expense. Financing on a post-petition basis is not otherwise available without the Debtors' granting, pursuant to Section 364(c)(1) of the Bankruptcy Code, claims having priority over any and all administrative expenses of the kinds specified in Sections 503(b) and 507(b) of the Bankruptcy Code, and securing such indebtedness and obligations with the security interests in and the liens upon the DIP Collateral (defined below) pursuant to Section 364(c)(2), (c)(3) and (d) of the Bankruptcy Code. The Debtors are unable to obtain the necessary post-petition financing that they need on terms more favorable in the aggregate than those provided by the DIP Facility and DIP Financing Documents. The Debtors, with the assistance of their financial and other advisors, after conducting marketing efforts and carefully reviewing the various alternatives, determined that the DIP Facility is the best available option for, among other things, the following reasons: (i) the DIP Facility offered better terms when compared to the terms of the considered alternatives; (ii) the DIP Facility had the highest certainty of closing given that, among other things, the Debtors are already indebted to the DIP Agent and certain of the DIP Lenders, which incentivized the DIP Agent and the DIP Lenders to provide financing to, among other things, protect their economic interests; and (iii) the DIP Agent and the DIP Lenders have a substantial base of knowledge with respect to the Debtors' business, their capital

structure, the Collateral, and DIP Collateral, which knowledge ultimately saved the Debtors' estates diligence-related time and expenses.

S. Need to Grant Superpriority Claims and Priming Liens. The Debtors are unable to obtain adequate unsecured credit financing allowable under Section 503(b)(1) of the Bankruptcy Code and must grant to the DIP Agent and the DIP Lenders a superpriority administrative expense claim pursuant to Section 364(c)(1) of the Bankruptcy Code, and liens as contemplated by Section 364(c)(2), (c)(3) and (d) of the Bankruptcy Code. The DIP Agent and the DIP Lenders have conditioned all loans and advances to be made under the DIP Facility upon the grant to the DIP Agent and the DIP Lenders (subject only to the Carve-Out): (i) a superpriority administrative expense claim pursuant to Section 364(c)(1) of the Bankruptcy Code with priority over any and all expenses of any kind or nature whatsoever specified in Sections 503(b) and 507(b) of the Bankruptcy Code; and (ii) in accordance with Sections 364(c)(2), (c)(3) and (d) of the Bankruptcy Code, liens on and security interests in all of the DIP Collateral (defined below).

T. Business Judgment and Good Faith Pursuant to Section 364(e). The terms and conditions of the DIP Facility, as set forth in the DIP Financing Documents, and the DIP Fees paid and to be paid thereunder: (i) are fair, reasonable, and the best available under the circumstances; (ii) reflect the Debtors' exercise of prudent business judgment consistent with their fiduciary duties; and (iii) are supported by reasonably equivalent value and consideration. The DIP Facility was negotiated in good faith and at arm's length between the Debtors and the DIP Agent. The DIP Agent and the DIP Lenders have indicated their willingness to provide financing to the Debtors pursuant to the DIP Financing Documents. The funds to be extended under the DIP Facility will be extended by the DIP Agent and the DIP Lenders in good faith, and

for valid business purposes and uses by the Debtors; as a consequence, the DIP Agent and the DIP Lenders are entitled to the protections and benefits afforded by Section 364(e) of the Bankruptcy Code. Accordingly, the DIP Superpriority Claim (defined below), the DIP Liens (defined below), and the other protections granted pursuant to this Final Order, the DIP Financing Documents and the DIP Facility will not be affected by any subsequent reversal, modification, vacatur or amendment of this Final Order, as provided in Section 364(e) of the Bankruptcy Code.

U. Cause Exists to Grant the Motion; Relief Essential; Best Interests. The relief requested in the Motion is necessary, essential, and appropriate to continue operations and to administer and preserve the value of their bankruptcy estates until the Closing. It is in the best interests of the Debtors' bankruptcy estates that the Debtors be allowed to obtain credit pursuant to the DIP Facility and the DIP Financing Documents. Additionally, based on the record before this Court, there is good cause for the Court to authorize the Debtors' use of Cash Collateral, on a final basis, under the terms and conditions stated herein (and not otherwise).

V. Findings of Fact and Conclusions of Law. Each of the foregoing findings by the Court will be deemed a finding of fact if, and to the extent, that it contains factual findings and a conclusion of law if, and to the full extent, that it makes legal conclusions.

Based upon the foregoing findings and conclusions, and good and sufficient cause appearing therefor,

IT IS HEREBY ORDERED as follows:

1. The paragraphs contained in the foregoing findings and conclusions of this Final Order are incorporated herein by reference, and the Debtors, the Agent, the Secured Creditors,

the DIP Agent, and the DIP Lenders consent and stipulate to the facts and findings contained in such preamble and to the entry of this Final Order.

2. Motion Granted. The Motion is **GRANTED** on a final basis as provided in this Final Order. All objections to the Motion are hereby overruled.

3. Approval of Entry into the DIP Financing Documents. The Debtors are expressly and immediately authorized, empowered and directed to execute and deliver the DIP Financing Documents to the DIP Agent and the DIP Lenders, and to incur and perform all duties and obligations set forth therein. The Debtors are further expressly and immediately authorized, empowered and directed to execute and deliver all instruments, certificates, agreements and documents which may be required or necessary for the Debtors to comply with the DIP Facility and DIP Financing Documents; as well as to create and perfect the liens and security interests granted pursuant to the DIP Financing Documents as described in and provided for by this Final Order and the DIP Financing Documents. The Debtors are hereby authorized and directed to do and perform all acts, satisfy all obligations, and to pay all principal, interest, fees, including, without limitation, the DIP Fees, expenses and other amounts described in the DIP Financing Documents as such become due (collectively with all other obligations under and as defined in the DIP Financing Documents, the "DIP Obligations"), which amounts shall not otherwise be subject to further approval of this Court. Upon execution and delivery, the DIP Financing Documents shall represent valid and binding obligations of the Debtors in accordance with their terms enforceable against the Debtors and the bankruptcy estates.

4. Approval of DIP Roll-Up. The DIP Roll-Up is hereby approved, and the Debtors are expressly and immediately authorized, empowered, and directed to use the DIP Roll-Up to satisfy \$16,000,000 of the Secured Claim. Each DIP Lender's ratable share of the

\$16,000,000 DIP Roll-Up shall be entitled to all the priorities, privileges, rights, and other benefits afforded to the other DIP Obligations under this Final Order and the DIP Loan Documents. The DIP Roll-Up will be required to be repaid in cash on the Maturity Date.

5. Maturity. The DIP Facility will mature on the date set forth in the DIP Financing Documents (the “Maturity Date”). All obligations and liabilities of the Debtors and their bankruptcy estates to the DIP Agent and the DIP Lenders that remain outstanding or are in existence on the Maturity Date shall be due and payable on the Maturity Date.

6. Good Faith Under Section 364(e); No Modification or Stay of this Final Order. The DIP Agent and the DIP Lenders are extending credit pursuant to the DIP Facility, the DIP Financing Documents and this Final Order in “good-faith” within the meaning of Section 364(e) of the Bankruptcy Code, and the credit extended by the DIP Agent and the DIP Lenders pursuant to this Final Order, and in connection with the DIP Facility and the DIP Financing Documents shall be deemed to be extended in good faith within the meaning of Section 364(e) of the Bankruptcy Code and the DIP Agent and the DIP Lenders are entitled to the protections afforded by Section 364(e) of the Bankruptcy Code and no such appeal, modification, amendment or vacation shall affect the validity and enforceability of any advances made hereunder or the liens, rights, claims, or priority authorized or created hereby. Notwithstanding any such potential modification, amendment or vacation, any liens, rights, claims or priorities granted to the DIP Agent and the DIP Lenders hereunder arising prior to the effective date of such modification, amendment or vacation of any DIP Liens and DIP Superpriority Claims granted to the DIP Agent and DIP Lenders shall be governed in all respects by the provisions of this Final Order, and the DIP Agent and the DIP Lenders shall be entitled to all of the rights, liens, priorities remedies, privileges and benefits, including the DIP Liens and DIP Superpriority Claims granted

herein, with respect to any outstanding portion of the DIP Obligations. Since the loans made pursuant to the DIP Facility and the DIP Financing Documents are made in reliance on this Final Order, any unpaid portion of the DIP Obligations prior to the effective date of any stay, modification or vacation of this Final Order shall not, as a result of any subsequent order in any of the Bankruptcy Cases, or in any successor cases, be subordinated, lose its lien priority or superpriority administrative expense claim status, or be deprived of the benefit of the status of the liens and claims granted to the Agent and Secured Creditors under this Final Order and/or the DIP Financing Documents.

7. Authorization to Use Cash Collateral and DIP Proceeds. Pursuant to Sections 363(c), 364(c) and 364(d) of the Bankruptcy Code, the Debtors shall be, and hereby are authorized to use Cash Collateral and all funds advanced by the DIP Agent and the DIP Lenders pursuant to the DIP Revolving Loan (the “DIP Proceeds”), on a final basis, upon (and only upon) the terms and conditions set forth in this Final Order, the Pre-Petition Loan Documents, the DIP Financing Documents, and the Budget (defined below).

8. Budget Compliance. The Debtors’ use of Cash Collateral and the DIP Proceeds is limited to the payment of the authorized expenses pursuant to the budget attached hereto as Exhibit “1” (the “Budget”), and for no other purpose without the prior written consent of the Agent and the DIP Agent. The Debtors are hereby authorized to use the Cash Collateral and the DIP Proceeds to pay only the amounts as set forth in the Budget, subject to the Permitted Disbursement Variance (defined below); *provided, however*, that in no event will the Debtors prepay any expenses, including (without limitation) vendor expenses, from Cash Collateral or the DIP Proceeds unless the Debtors have given the Agent and the DIP Agent three business days’ notice of the Debtors’ intent to prepay any expense and the Debtors receive no objection;

provided further that the Debtors may prepay any expense that is less than \$50,000. The Debtors' compliance with the Budget will be tested every other week on a cumulative basis (except for clause (iii), as described below). The Debtors must comply with the Budget such that as of the end of every other week (beginning with the week ending July 27, 2018): (i) the aggregate amount of all disbursements (exclusive of debt service, adequate protection, professional fees, U.S. Trustee's fees and capital expenditures) actually paid by the Debtors from the Petition Date through the end of such reporting period is not more than 105% (the "Permitted Disbursement Variance") of the aggregate, cumulative disbursements (exclusive of debt service, adequate protection, professional fees, U.S. Trustee's fees and capital expenditures) set forth in the Budget for such period; (ii) the aggregate amount of all cash receipts received by the Debtors from the Petition Date through the end of such reporting period is not less than 90% (the "Permitted Receipts Variance") of the total cash receipts projected in the Budget for such period; (iii) the actual cash balance (after adding back any debt service, professional fees, adequate protection, U.S. Trustee fees and capital expenditures) on the Friday preceding the delivery of the Budget Variance Report is not more than \$1,100,000 less than the projected cash balance (after adding back any debt service, professional fees, adequate protection, U.S. Trustee fees and capital expenditures) on the Friday preceding the delivery of the Budget Variance Report; and (iv) the aggregate amount of capital expenditures for the two-week reporting period then ended does not exceed the amount of capital expenditures set forth in the Budget for such period, unless the Debtors have obtained prior written approval from the Agent and the DIP Agent. The Budget may be amended from time to time without further order of this Court upon the prior written agreement of the Debtors, the Agent, and the DIP Agent, and such amended budget shall become the Budget under this Final Order. Upon the sale of any Debtor's business or principal

operations, the Debtors shall provide the Agent and the DIP Agent with a revised Budget to be reasonably acceptable to the Agent and the DIP Agent covering the subsequent thirteen-week period.

9. Limitations on the Use of Cash Collateral and the DIP Proceeds. No Cash Collateral or DIP Proceeds may be used by the Debtors to: (i) object to or contest in any manner, or raise any defenses to the validity, perfection, priority or enforceability of the Secured Claim or the DIP Obligations, or the liens in favor of the Agent, DIP Agent, the Secured Creditors, or the DIP Lenders securing the Secured Claim or the DIP Obligations, including, without limitation, the Replacement Liens (defined below) and the DIP Liens (defined below); (ii) object to or contest in any manner, or raise any alleged defenses to the validity, perfection, priority or enforceability of the Secured Claim owing to the Agent and the Secured Creditors, or the liens in favor of the Agent and Secured Creditors securing the Secured Claim; (iii) object to or contest in any manner, or raise any alleged defenses to the validity, perfection, priority or enforceability of the DIP Obligations owing to the DIP Agent and the DIP Lenders, or the liens in favor of the DIP Agent and DIP Lenders securing the DIP Obligations; (iv) assert any claims or causes of action against the Agent, DIP Agent, the Secured Creditors, or the DIP Lenders of any type, including, without limitation, any avoidance actions under Chapter 5 of the Bankruptcy Code, or any claim or cause of action related to the Prepetition Loan Documents, the DIP Financing Documents, or otherwise; or (v) prepare or prosecute any adversary proceeding in which any of the Agent, the DIP Agent, the Secured Creditors, or the DIP Lenders are named as a defendant.

10. Carve-Out. For purposes of this Final Order, “Carve-Out” means: (i) all unpaid fees required to be paid in these Bankruptcy Cases to the clerk of the Bankruptcy Court and to the office of the U.S. Trustee under 28 U.S.C. § 1930(a)(6) (as determined by final order of the

Court or by agreement with the U.S. Trustee); (ii) all reasonable fees and expenses incurred by a trustee appointed under section 701 of the Bankruptcy Code in an amount not to exceed \$25,000; (iii) subject to the terms and conditions of this Final Order, the reasonable unpaid fees, costs, and disbursements of professionals retained by the Debtors in these Bankruptcy Cases (the “Debtors’ Professionals”) that are: (a) incurred prior to the delivery by the Agent or the DIP Agent of a Carve-Out Trigger Notice (as defined below), (b) provided for in the Budget, (c) allowed by the Court under Sections 327, 328, 330, or 1103 of the Bankruptcy Code, and (d) that remain unpaid after application of any retainers being held by such professionals and any other available proceeds of unencumbered assets of the Debtors; (iv) subject to the terms and conditions of this Final Order, the reasonable unpaid fees, costs, and disbursements of professionals retained by the Committees in these Bankruptcy Cases (collectively, the “Committees’ Professionals”) and all reasonable unpaid out-of-pocket expenses of the members of any Committee (“Committee Members”), in each case that are: (a) incurred prior to the delivery by the Agent and/or the DIP Agent of a Carve-Out Trigger Notice, (b) provided for in the Budget, and (c) allowed by the Court under Sections 327, 328, 330, or 1103 of the Bankruptcy Code, and (d) that remain unpaid after application of any retainers being held by such professionals and any other available proceeds of unencumbered assets of the Debtors; (v) the reasonable unpaid fees, costs, and disbursements of the Debtors’ Professionals that are: (a) incurred after the delivery of a Carve-Out Trigger Notice by the Agent or the DIP Agent (by way of clarification, fees incurred by the Debtors’ Professionals but not invoiced and/or paid by the Debtors prior to the delivery of a Carve-Out Trigger Notice are not subject to the Post-Default Carve-Out Cap defined below, but instead, are subject to the Carve-Out provisions set forth in Section (iii) above), (b) provided for in the Budget, (c) allowed by the Court under Sections 327, 328, 330 or 363 of the Bankruptcy

Code after application of any retainers being held by such professionals and any other available proceeds of unencumbered assets of the Debtors, in an aggregate amount not to exceed \$325,000 (the “Debtors’ Professionals Carve-Out Cap”), which includes \$15,000 for any Patient Care Ombudsman appointed, and as that term is defined, under 11 U.S.C. § 333); and (vi) the reasonable unpaid fees, costs, and disbursements of the Committees’ Professionals and the reasonable unpaid expenses of Committee Members that are: (a) incurred after the delivery of a Carve-Out Trigger Notice by the Agent or DIP Agent (by way of clarification, fees of the Committees’ Professionals and reasonable unpaid expenses of Committee Members that are incurred but not invoiced and/or paid by the Debtors prior to the delivery of a Carve-Out Trigger Notice are not subject to the Post-Default Carve-Out Cap defined below, but instead, are subject to the Carve-Out provisions set forth in Section (iv) above), (b) provided for in the Budget, (c) allowed by this Court under sections 327, 328, 330 or 1103 of the Bankruptcy Code after application of any retainers being held by such professionals and any other available proceeds of unencumbered assets of the Debtors, in an aggregate amount (for both Committee Members and the Committees’ Professionals) not to exceed \$25,000 (the “Committee Carve-Out Cap” and, together with the Debtors’ Professionals Carve-Out Cap, the “Post-Default Carve-Out Cap”). The term “Carve-Out Trigger Notice” shall mean a written notice delivered by the Agent or the DIP Agent to Debtors’ counsel, the U.S. Trustee, and counsel for the Committees appointed in these Bankruptcy Cases, which notice may be delivered at any time following the occurrence and during the continuation of any Termination Date (as defined below), and expressly stating that the Post-Default Carve-Out Cap is triggered. The DIP Agent shall be entitled to establish and maintain reserves against borrowing availability under the DIP Revolving Loan on account of the Carve-Out (including, for avoidance of doubt, the DIP Agent’s estimate of future fees and

expenses of the Debtors' Professionals, the Committees' Professionals and the Committee Members that may be incurred before or after the delivery of Carve-Out Trigger Notice) in accordance with the terms of the DIP Financing Documents. No amounts set forth in this subparagraph 10(i) with respect to the Post-Default Carve-Out Cap may be modified without the prior written consent of the Agent and the DIP Agent.

11. No Direct Obligation to Pay Professional Fees; No Waiver of Right to Object to Fees. Regardless of any reserve established by the DIP Agent, neither the Agent, the DIP Agent, the Secured Creditors, nor the DIP Lenders shall be responsible for the direct payment or reimbursement of any fees or disbursements of any of the Debtors' Professionals, Committees' Professionals or Committee Members incurred in connection with the Bankruptcy Cases. Nothing in this Final Order, or otherwise, shall be construed: (i) to obligate the Agent, the DIP Agent, the Secured Creditors, or the DIP Lenders to pay compensation to, or to reimburse expenses of, any of the Debtors' Professionals, the Committees' Professionals or Committee Members, or to guarantee that the Debtors or their estates have sufficient funds to pay such compensation or reimbursement; or (ii) to increase the Carve-Out if actual allowed fees and expenses of any of the Debtors' Professionals, Committees' Professionals or Committee Members are higher in fact than the amounts in the Budget or the Carve-Out Cap. Notwithstanding the forgoing, no portion of the Carve-Out, Cash Collateral, Prepetition First Lien Collateral, Prepetition Second Lien Collateral, DIP Collateral or proceeds of the DIP Facility shall be utilized for the payment of professional fees and disbursements to the extent restricted under Paragraphs 8 and 9 hereof. Nothing herein shall be construed as consent to the allowance of any professional fees or expenses of any of the Debtors, any Committee, any other official or unofficial committee in these Bankruptcy Cases, or of any other person or entity, or

shall affect the right of the Agent, the DIP Agent, the Secured Creditors, or the DIP Lenders to object to the allowance and payment of any such fees and expenses.

12. Payment of Allowed Professional Fees and Expenses Prior to the Termination Date. Prior to the occurrence of the Termination Date (as defined below), the Debtors shall be permitted to pay allowed fees and expenses of the Debtors' Professionals, the Committees' Professionals and the Committee Members (to the extent the fees and expenses of the Debtors' Professionals, the Committees' Professionals and the Committee Members were incurred in accordance with the Budget), subject to the provisions of this Final Order, the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any interim compensation procedures order entered by the Court. The amounts paid prior to the Carve-Out Trigger Notice shall not reduce the Post-Default Carve-Out Cap.

13. Submission of Invoices. At the end of each calendar month, the Debtors' Professionals, Committees' Professionals and the Committee Members (or counsel for the Creditors' Committee on behalf of the Committee Members) shall submit to the Agent and the DIP Agent invoices for professional services rendered in the immediately preceding month (or in the case of Committee Members, their respective expenses), which invoices may be redacted to exclude privileged information.

14. Use of Non-Cash Collateral. Notwithstanding any other provision in this Final Order, in the event the Debtors possesses any cash or cash equivalents during the pendency of the Bankruptcy Cases that are not subject to the Agent's, DIP Agent's, Secured Creditors', or DIP Lenders' liens or security interests, including, without limitation, the Replacement Liens and/or the DIP Liens, such cash or cash equivalents shall be used (or deemed to have been used) by the Debtors prior to the use of any Cash Collateral or DIP Proceeds.

15. Termination Date. Unless extended with the written consent of the Agent and the DIP Agent (confirmed by the entry of a further order of this Court), or further order of this Court, the authorization granted to the Debtors to use Cash Collateral and the DIP Proceeds under this Final Order shall terminate immediately upon the *earliest* to occur of the following (the date of such termination being the “Termination Date”), unless waived by Agent: (i) the occurrence of the Maturity Date or the Closing; provided that upon the Closing, the Debtors shall be permitted to retain a portion of the sale proceeds sufficient to satisfy all costs and expenses set forth in a revised Budget to be reasonably acceptable to the DIP Agent covering the time period from the Closing until the effective date of any plan confirmed by the Court; (ii) the entry of an order dismissing any of the Bankruptcy Cases; (iii) the entry of an order converting any of the Bankruptcy Cases to Chapter 7; (iv) the entry of an order appointing a trustee or an examiner with expanded powers for any of the Debtors’ estates or with respect to any of the Debtors’ property; (v) entry of an order reversing, vacating, or otherwise amending, supplementing, or modifying this Final Order; (vi) entry of an order granting relief from the automatic stay to any creditor with a claim larger than \$100,000 (other than the Agent or the Secured Creditors) holding or asserting a lien in the Collateral or the DIP Collateral (defined below); (vii) entry of an order for relief under Section 506(c) of the Bankruptcy Code with respect to the Collateral or the DIP Collateral; (viii) the filing by the Debtors of any motion in any of the Bankruptcy Cases, without the DIP Agent’s and the DIP Lenders prior written consent, to (a) obtain financing under Section 364 of the Bankruptcy Code from any person or entity other than the DIP Agent or the DIP Lenders, or (b) grant any lien or offering any collateral to any person or entity other than the DIP Agent or the DIP Lenders; (ix) the Debtors breach or fail to comply with any term or provision of this Final Order; or (x) the Debtors’ failure to timely and strictly comply with any of

the obligations and deadlines set forth in Schedule 2 attached hereto (the “Sale/Chapter 11 Milestones”). Notwithstanding any such termination, the rights and obligations of the Debtors and the rights, claims, liens, priorities, and other benefits and protections afforded to the Agent, on behalf of the Secured Creditors, and the DIP Agent, on behalf of the DIP Lenders, under this Final Order shall remain unimpaired and unaffected by any such termination, and shall survive any such termination.

16. Termination of Automatic Stay Upon Occurrence of the Termination Date.

Following the Termination Date, and upon three (3) business day’s written notice (which may be delivered by electronic mail) to the Debtors, their counsel, the U.S. Trustee, and counsel for any appointed Committee, and the Agent and the DIP Agent shall be entitled to file an emergency motion seeking to exercise all rights and remedies provided in this Final Order, the Pre-Petition Loan Documents, the DIP Financing Document and applicable law, including, but not limited to, the Agent’s and DIP Agent’s rights to apply any proceeds of Collateral and the DIP Collateral to the Secured Claim and the DIP Obligations in accordance with the terms of the Pre-Petition Loan Documents, the DIP Financing Documents, and applicable law.

17. Adequate Protection for the Use of Cash Collateral – Replacement Liens.

Notwithstanding anything in Section 552 of the Bankruptcy Code to the contrary, the Agent, on behalf of itself and the Secured Creditors, shall have, and is hereby granted, replacement liens and security interests in and on all property of the Debtors and their bankruptcy estates, including property acquired by the Debtors and their bankruptcy estates after the Petition Date, except for Chapter 5 causes of action and the proceeds thereof (the “Replacement Liens”) to the extent necessary to adequately protect the Agent and the Secured Creditors from any diminution in the value of their interests in the Collateral as a result of the entry of this Final Order, the use of

Cash Collateral authorized hereby, and the imposition of the automatic stay in the Bankruptcy Cases.

18. Adequate Protection for the Use of Cash Collateral – the Roll-Up. The DIP Liens (defined below) granted to secure the DIP Roll-Up shall constitute adequate protection granted to the Agent and the Secured Creditors for the use of their Cash Collateral.

19. DIP Liens. In order to secure the DIP Obligations, the Agent and Secured Creditors are granted, subject only to the Permitted Liens (as defined in the Prepetition Loan Documents): (i) priming first-priority security interests and liens against all pre-petition and post-petition assets of the Debtors and their bankruptcy estates, except for Chapter 5 causes of action and proceeds thereof, which shall immediately be valid, binding, permanent, continuing, enforceable and non-avoidable pursuant to Section 364(d)(1) of the Bankruptcy Code; (ii) first-priority security liens and interest in all unencumbered pre-petition and post-petition assets of the Debtors and their bankruptcy estates, except for Chapter 5 causes of action and proceeds thereof, which shall immediately be valid, binding, permanent, continuing, enforceable and non-avoidable pursuant to Section 364(c)(2) of the Bankruptcy Code; and (iii) second priority security interests and liens, pursuant to Section 364(c)(3) of the Bankruptcy Code, on all property of Debtors and their bankruptcy estates, except for Chapter 5 causes of action and proceeds thereof, that is subject to valid and unavoidable liens that were in existence as of the Petition Date or that are perfected subsequent to the Petition Date as permitted by Sections 546(b) and/or 552(b) of the Bankruptcy Code, if any, other than liens in favor of the Agent and the Secured Creditors (collectively, the “DIP Liens”). For the avoidance of any doubt, the DIP Liens granted to the DIP Agent and the DIP Lenders under the terms of this Final Order shall, subject only to the Permitted Liens, prime and have priority over the Pre-Petition Liens and the

Replacement Liens. The foregoing property described in sub-paragraphs (i), (ii), and (iii) above shall hereinafter be referred to as the “DIP Collateral.”

20. Replacement Lien and DIP Lien Perfection. This Final Order shall be sufficient and conclusive evidence of the validity, perfection, and priority of the Replacements Liens and the DIP Liens without the necessity of filing or recording any financing statement, deed of trust, mortgage, or other instrument or document that may otherwise be required under the law of any jurisdiction, or the taking of any other action to validate or perfect the Replacement Liens or the DIP Liens in order to entitle the Replacement Liens and the DIP Lien to the priorities granted under this Final Order. Notwithstanding the foregoing, the Agent, the DIP Agent, the Secured Creditors and the DIP Lenders may, in their sole and absolute discretion, file such financing statements, mortgages, security agreements, notices of liens and other similar documents, and are hereby granted relief from the automatic stay imposed by Section 362 of the Bankruptcy Code for the limited purpose of making such filings. All financing statements, mortgages, security agreements, notices and other agreements or documents filed in accordance with this provision shall be deemed to have been filed or recorded at the time and on the date of this Final Order. The Debtors shall execute and deliver to the Agent, the DIP Agent, the Secured Creditors, and the DIP Lenders all such financing statements, mortgages, security agreements, notices and other documents as the Agent, the DIP Agent, the Secured Creditors, and the DIP Lenders may reasonably request to evidence, confirm, validate or perfect, or to insure the contemplated priority of the Replacement Liens and/or the DIP Liens. The Agent, the DIP Agent, the Secured Creditors, and the DIP Lenders, in their sole discretion, may file a photocopy of this Final Order as a financing statement with any recording officer designated to file financing statements or with any registry or recorder of deeds or similar office in any jurisdiction in which the Debtors

have real or personal property, and in such event, the subject filing or recording officer shall be authorized to file or record such copy of this Final Order.

21. Modification of the Automatic Stay. The automatic stay imposed under Section 362(a) of the Bankruptcy Code is hereby modified as necessary to: (i) permit the Debtors to grant the Replacement Liens and the DIP Liens, and to incur all liabilities and obligations to the Agent, DIP Agent, the Secured Creditors, and DIP Lenders under and in connection with the DIP Financing Documents, the DIP Facility and this Final Order; and (ii) authorize the Agent, the DIP Agent, the Secured Creditors, and DIP Lenders to retain and apply payments made to them pursuant to the terms of this Final Order, the Pre-Petition Loan Documents, or the DIP Financing Documents.

22. No Impairment of Priority of the Replacement Liens and DIP Liens. Subject to the Carve-Out, the Replacement Liens and DIP Liens shall not be made subject to or *pari passu* with any lien or security interest by any other order entered by the Court in any of the Bankruptcy Cases. Furthermore, unless and until the Secured Claim and the DIP Obligations have been indefeasibly satisfied and/or paid in full, the Replacement Liens and DIP Liens shall remain enforceable and maintain their priority as provided by this Final Order in any successor Chapter 7 case(s) or subsequent / successor cases filed under any Chapter of the Bankruptcy Code regardless of whether such subsequent / successor cases are filed in this Court or any other bankruptcy court of competent jurisdiction.

23. Additional Liens May Not be Granted. From and after entry of this Final Order, unless the Agent and/or DIP Agent has provided its prior written consent or amounts owing on the Secured Claim and DIP Obligations have been indefeasibly paid in full and in cash, there shall not be entered in these Bankruptcy Cases, or in any successor case, any order which

authorizes the obtaining of credit or the incurring of indebtedness that is secured by a security, mortgage, or collateral interest or other lien on all or any portion of the Collateral or the DIP Collateral. Additionally, no administrative claim allowed in these Bankruptcy Cases, or any successor case, shall be entitled to priority administrative status which is superior to or *pari passu* with the Cash Collateral Superpriority Claim (defined below) or DIP Superpriority Claim (defined below).

24. Adequate Protection for the Use of Cash Collateral – Superpriority Claim. Subject to the Carve-Out, to the extent the Replacement Liens granted to the Agent, on behalf of itself and the Secured Creditors, in this Final Order do not provide the Agent and the Secured Creditors with adequate protection of their interests in the Cash Collateral, the Agent shall have, for the benefit of itself and the Secured Creditors, a super-priority administrative expense claim under Section 507(b) of the Bankruptcy Code as necessary to fully compensate the Agent and the Secured Creditors for any diminution in the value of its Collateral occurring as a result of the Debtors' use of Cash Collateral during the Bankruptcy Cases (the "Cash Collateral Superpriority Claim"). Subject to the Carve-Out, the Cash Collateral Superpriority Claim shall have priority over all administrative expenses of any kind incurred in any of the Bankruptcy Cases, any successor Chapter 7 cases, or any subsequently filed bankruptcy case under any Chapter of the Bankruptcy Code in any court of competent jurisdiction, including such administrative expenses of the kinds specified in, or allowable under, Sections 105, 326, 330, 331, 503(b), 506(c), 507(a), 507(b) or 726 of the Bankruptcy Code; *provided, however*, that the Cash Collateral Superpriority Claim shall be *pari passu* with the DIP Superpriority Claim (defined below). Additionally, no: (i) costs or expenses of administration which have been or may be incurred (a) in the Bankruptcy Cases; (b) after the conversion of any of the Bankruptcy Cases to cases proceeding under

Chapter 7 of the Bankruptcy Code, or (c) in any other proceeding related hereto; and/or (ii) priority claims as defined in Section 507(a) of the Bankruptcy Code are, or will be, prior to or *pari passu* with the Cash Collateral Superpriority Claims or the DIP Superpriority Claim.

25. DIP Superpriority Claim. Subject to the Carve-Out, and effective immediately upon the entry of this Final Order, and subject to the terms of the DIP Financing Documents, the Agent and the Secured Creditors, as adequate protection and security for the DIP Obligations, are hereby granted a superpriority administrative expense claim pursuant to Section 364(c)(1) of the Bankruptcy Code superior to any and all administrative expenses in any of the Bankruptcy Cases, any successor Chapter 7 cases, or any subsequently filed bankruptcy case under any Chapter of the Bankruptcy Code in any court of competent jurisdiction, including without limitation, any and all administrative expenses of the kind specified or ordered pursuant to any provision of the Bankruptcy Code, including, but not limited to, Sections 105, 326, 328, 330, 331, 503(b) 506(c), 507(a), 507(b) and 726 of the Bankruptcy Code (the “DIP Superpriority Claim,” and together with the Cash Collateral Superpriority Claim, the “Superpriority Claim”). Notwithstanding the foregoing, the DIP Superpriority Claim shall be *pari passu* with the Cash Collateral Superpriority Claim.

26. Adequate Protection for the Use of Cash Collateral – Payment of Agent’s Attorney’s Fees. As additional adequate protection, the Debtors are authorized and directed to pay all reasonable and documented fees (provided, however, that such documentation may be abridged for attorney-client privilege and related issues), costs, and expenses for the professionals of the Agent incurred in connection with the Bankruptcy Cases (whether incurred before or after the Petition Date). The use of Cash Collateral to make such adequate protection payments for the fees, costs, and expenses of the Agent shall not constitute a diminution in the

value of the Agent's and Secured Creditors' interests in property of the Debtors' estates giving rise to any additional adequate protection obligation.

27. Expenses of the Agent Related to the DIP Facility. As provided in the DIP Financing Documents, the Debtors shall pay all reasonable and documented, post-petition, out-of-pocket expenses incurred by the DIP Agent in the course of these Bankruptcy Cases (including, without limitation, the reasonable and documented fees and disbursements of counsel for the DIP Agent, any other local or foreign counsel that the DIP Agent shall retain, and any internal or third-party appraisers, consultants and auditors advising the DIP Agent), including in connection with the preparation, execution, delivery and administration of the DIP Financing Documents. Payment of such fees shall not be subject to allowance by the Bankruptcy Court, and shall not be required to comply with the U.S. Trustee fee guidelines.

28. Release of Claims. Without prejudice to the rights of any other party and subject to the Challenge Period set forth in paragraph 29, the Debtors and their estates shall be deemed to have forever waived, discharged, and released each of the Agent, the DIP Agent, the Secured Creditors, the DIP Lenders, and their respective affiliates, assigns or successors and the respective members, managers, equity holders, agents, attorneys, financial advisors, consultants, officers, directors, employees and other representatives of the foregoing (all of the foregoing, collectively, the "Released Parties") from any and all "claims" (as defined in the Bankruptcy Code), counterclaims, causes of action (including causes of action in the nature of "lender liability"), defenses, setoff, recoupment, other offset rights and other rights of disgorgement or recovery against any and all of the Released Parties, whether arising at law or in equity, relating to and/or otherwise in connection with the Secured Claim, the DIP Obligations, the Prepetition Loan Documents, the DIP Financing Documents, the Collateral, the DIP Collateral, or the

debtor-creditor relationship between any of the Agent, the DIP Agent, the Secured Creditors, and the DIP Lenders, on the one hand, and any of the Debtors, on the other hand, including (i) any recharacterization, subordination, avoidance, disallowance or other claim arising under or pursuant to Section 105 or Chapter 5 of the Bankruptcy Code, or under any other similar provisions of applicable state law, federal law, or municipal law, and (ii) any right or basis to challenge or object to the amount, validity, or enforceability of the Secured Claim or the DIP Obligations or any payments or other transfers made on account of the Secured Claim or the DIP Obligations, or the validity, enforceability, priority, or non-avoidability of the Prepetition Liens or the DIP Liens securing the Secured Claim and the DIP Obligations, including any right or basis to seek any disgorgement or recovery of payments of cash or any other distributions or transfers previously received by any of the Released Parties.

29. Challenge Period. With regard to all other: (i) creditors, including, but not limited to, any Committees appointed or formed in these Bankruptcy Cases; (ii) parties-in-interest; or (iii) other non-Debtor parties (collectively, the "Investigating Parties") who wish to object to, challenge, or seek to avoid or subordinate the amount, validity, enforceability, perfection, extent or priority of the Secured Claim, the DIP Obligations, the Prepetition Liens or the DIP Liens, such Investigating Parties must, by way of adversary proceeding, commence such objection / challenge, or action to avoid or subordinate the Secured Claim, the DIP Obligations, the Agent's / Secured Creditors' liens in the Collateral, or the DIP Agent's / DIP Lender's liens in the DIP Collateral **on or before 45 days after filing date** (the "Investigation Period"). The Investigation Period may be extended: (i) by this Court for cause if a motion to extend the Investigation Period is filed on or before **35 days after filing date**; or (ii) if the Agent and/or DIP Agent, and an Investigating Party file a stipulation with the Court on or before the end of the Investigation

Period. If an adversary proceeding is not commenced on or before the expiration of the Investigation Period: (i) the Investigating Parties will be deemed to have agreed and acknowledged that the Secured Claim, DIP Obligations, the Agent's / Secured Creditors' liens in the Collateral, and the DIP Agent's / DIP Lenders' liens in the DIP Collateral are legal, valid, binding, perfected, and otherwise unavoidable in an amount no less than the aggregate amount of the Secured Claim and the Commitment; (ii) have the priority afforded to the Secured Claim and the DIP Obligations as set forth in this Final Order; and (iii) the amount, validity, perfection, priority, or extent of the Secured Claim, the DIP Obligations, or the Agent's / Secured Creditors' liens in the Collateral and DIP Collateral shall not be subject to any other or further challenge by any of the Investigating Parties.

30. Deposit Accounts. The Debtors shall promptly, and shall continue to, segregate, remit, and deposit all Cash Collateral and DIP Proceeds currently in their possession, custody, or control, or which the Debtors may receive in the future, into the deposit accounts identified by the applicable cash management orders entered by this Court in these Bankruptcy Cases. The bank accounts of the Debtors (the "Accounts") shall be in the name of the Debtors, but the Debtors shall be prohibited from withdrawing funds from the Accounts except in strict compliance with the terms of this Final Order, the DIP Financing Documents, and the Budget.

31. Access to the Collateral and the DIP Collateral. The Debtors shall, upon **three (3) business days'** notice to Debtor and Debtors' counsel by e-mail, at reasonable times and during normal business hours: (i) make available to the Agent and/or the DIP Agent, its representatives, agents, employees, counsel and consultants, the Debtors' books and records and other financial information requested by the Agent or the DIP Agent; and (ii) permit the Agent and/or the DIP Agent, its representatives, agents, employees, counsel and consultants, to visit, inspect, and/or

have reasonable access to the Collateral and/or the DIP Collateral at the location where the Collateral and DIP Collateral is located.

32. Reporting Obligations. The Debtors shall provide the following to the Agent and the DIP Agent:

- (i) Beginning on the Petition Date, and continuing every day thereafter, a Daily Cash/Liquidity Report setting forth cash on hand on an aggregate basis.
- (ii) Beginning on July 20, 2018, and continuing on every first business day of every week thereafter, a Volume Report setting forth the amount of patients, in the aggregate and broken down by facility, treated by the Debtors in the immediately preceding week.
- (iii) Beginning on July 20, 2018, and continuing on every other Wednesday thereafter (by Noon ET), a Budget Variance Report comparing (a) actual cash receipts and cash disbursements (excluding debt service, professional fees, adequate protection, U.S. Trustee fees and capital expenditures) for the time period commencing on the Petition Date and ending on the Friday preceding the delivery of the Budget Variance Report to projected cash receipts and cash disbursements for the same period contained in the Budget; (b) the actual cash balance (after adding back any debt service, professional fees, adequate protection, U.S. Trustee fees and capital expenditures) on the Friday preceding the delivery of the Budget Variance Report to the projected cash balance (after adding back any debt service, professional fees, adequate protection, U.S. Trustee fees and capital expenditures) on the Friday preceding the delivery of the Budget Variance Report; (c) actual debt service, professional fees, adequate protection, and U.S. Trustee fees (on an

individual basis) for the time period commencing on the Petition Date and ending on the Friday preceding the delivery of the Budget Variance Report to projected debt service, professional fees, adequate protection and U.S. Trustee fees (on an individual basis) for the same period contained in the Budget; and (d) actual capital expenditures for the two week time period ending on the Friday preceding the delivery of the Budget Variance Report to projected capital expenditures for the same time period contained in the Budget. To the extent that: (x) the actual cash disbursements (excluding debt service, professional fees, adequate protection, U.S. Trustee fees and capital expenditures) exceed the projected cash disbursements in the Budget by more than the Permitted Disbursements Variance or (y) the actual cash receipts are less than the projected cash receipts by more than the Permitted Receipts Variance, the Budget Variance Report shall also include a detailed explanation regarding the reason that the Debtors failed to comply with the terms of the Budget. To the extent not described in this Order, the Budget Variance Reports shall also include the reporting provided by the Debtors to the Pre-Petition Agent as part of its weekly pre-petition “flash reporting”;

- (iv) Within 5 business days before the end of every month, an updated Budget reasonably acceptable to the Agent and the DIP Agent extending the existing Budget so that it covers the upcoming thirteen-week period (along with continuing to show/compare budget and actual performance for all prior weeks covered by the Budget); and

- (v) Beginning on July 21, 2018, and continuing on the 21st calendar day of each month thereafter, an end-of-month report as of the end of the immediately preceding month that details: (i) accounts receivable balances; (ii) the aging of accounts receivable; (iii) a listing of all deposits and prepaid items requested or posted; (iv) accrued liabilities as of the preceding month, setting forth (without limitation) accounts payable detail and all other material unpaid post-bankruptcy liabilities (excluding professional fees) and (v) such other financial information as reasonably requested by the Agent and/or the DIP Agent.

33. Disposition of the Collateral and/or the DIP Collateral. The Debtors shall not sell, transfer, lease, encumber or otherwise dispose of any portion of the Collateral or DIP Collateral (or enter into any binding agreement to do so) without the prior written consent of the Agent, the DIP Agent, the Secured Creditors, and the DIP Lenders (and no such consent shall be implied from any other action, inaction, or acquiescence by the Agent, the DIP Agent, the Secured Creditors, or the DIP Lenders, or any order of this Court), except: (i) for sales of inventory in the ordinary course of business; (ii) as otherwise provided for in the Pre-Petition Loan Documents and/or the DIP Financing Documents, and approved by the Bankruptcy Court to the extent required under applicable bankruptcy law; (iii) if allowed by subsequent Bankruptcy Court order; or (iv) for sales in the aggregate amount of less than \$50,000.

34. Right to Credit Bid. In the event of the sale of any of the Collateral and/or DIP Collateral pursuant to Section 363 of the Bankruptcy Code or under a plan of reorganization, the Agent, on behalf of the Secured Creditors, and the DIP Agent, on behalf of the DIP Lenders, shall have the right (at an auction or otherwise) to credit bid in an amount equal to the amount of the aggregate amount of the Secured Claim and the outstanding DIP Obligations.

35. Sales Proceeds. Upon the closing of any sale of any of the Collateral and/or the DIP Collateral pursuant to Section 363 of the Bankruptcy Code or under a plan of reorganization, the proceeds of such sale shall be paid to the either/both Agent, for immediate application to the outstanding Secured Claim, and/or the DIP Agent, for immediate application to the DIP Obligations, as determined and instructed by the Agent and DIP Agent in their sole and absolute discretion, without the need to obtain any further approval from the Court.

36. Section 506(c) Waiver. The Debtors, on behalf of themselves and their bankruptcy estates, waive any and all claims, rights, and powers to surcharge the Agent, the DIP Agent, the Secured Creditors, the DIP Lenders, the Collateral, the DIP Collateral and any other property or assets of the Debtors subject in any manner whatsoever to the liens and security interests of the Agent, the DIP agent, the Secured Creditors, and the DIP Lenders (including the Replacement Liens and the DIP Liens) pursuant to Section 506(c) or Section 105(a) of the Bankruptcy Code. The foregoing waiver shall be binding upon any trustee or examiner with expanded powers appointed for any of the Debtors' estates, or with respect to any of the Debtors' property.

37. Payment of Compensation. Nothing herein shall: (i) be construed as consent to the allowance of any Professional Fees or expenses of any of the Debtors' Professionals or the Committees' Professionals; or (ii) affect the right of the Agent, the DIP Agent, the Secured Lenders, and/or the DIP Lenders to object to the allowance and payment of such fees and expenses.

38. No Marshaling Required. The Agent and the Secured Creditors shall not be subject to the equitable doctrine of "marshaling" or any other similar doctrine with respect to the Collateral and/or the DIP Collateral.

39. Section 552(b). The Agent, the DIP Agent, the Secured Creditors, and the DIP Lenders shall be entitled to all of the rights and benefits of Section 552(b) of the Bankruptcy Code and the “equities of the case” exception under Section 552(b) of the Bankruptcy Code shall not apply to the Replacement Liens, the Secured Claim, the DIP Liens, the DIP Obligations, or any proceeds, products, offspring or profits of any of the foregoing.

40. Continued Effectiveness of the Pre-Petition Loan Documents and DIP Financing Documents. Except as otherwise provided herein, the terms and conditions of the Loan Documents and the DIP Financing Documents shall not be impaired by this Final Order, and the Agent, the DIP Agent, the Secured Creditors, and the DIP Lenders shall have all of their rights and remedies thereunder, subject to the provisions of the Bankruptcy Code, applicable state law and the authority of this Court. Additionally, unless specifically provided for in this Final Order, the Debtors are required to perform all of their obligations under the Pre-Petition Loan Documents and the DIP Financing Documents, including, without limitation, complying with the covenants set forth in the Pre-Petition Loan Documents and the DIP Financing Documents.

41. Binding Effect of Final Order. The provisions of this Final Order shall be binding upon and inure to the benefit of all parties in interest in the Bankruptcy Case, including the Agent, the DIP Agent, the Secured Creditors, the DIP Lenders, the Debtors and their bankruptcy estates, and their respective successors and assigns, including any trustee or examiner with expanded powers appointed for the Debtors’ estate or with respect to the Debtors’ property.

42. Survival of the Replacement Liens, DIP Liens, and Superpriority Claims. Additionally, unless and until the Secured Claim and the DIP Obligations have been indefeasibly satisfied and/or paid in full, the protections afforded to the Agent, the DIP Agent, the Secured Creditors, and the DIP Lenders under this Final Order, including any adequate protection granted

hereunder, and any actions taken pursuant thereto, shall survive the entry of an order dismissing any of the Bankruptcy Cases, or converting any of the Bankruptcy Cases to cases proceeding under Chapter 7 of the Bankruptcy Code. Additionally, unless and until the Secured Claim and the DIP Obligations have been indefeasibly satisfied and/or paid in full, the Replacement Liens, DIP Liens, and the Superpriority Claims granted under this Final Order shall continue in the Bankruptcy Cases, in any successor Chapter 7 case(s), and any subsequent / successor cases filed under any Chapter of the Bankruptcy Code regardless of whether such subsequent / successor cases are filed in this Court or any other bankruptcy court of competent jurisdiction. Furthermore, unless and until the Secured Claim and the DIP Obligations have been indefeasibly satisfied and/or paid in full, the Replacement Liens, DIP Liens, and Superpriority Priority Claims shall maintain their priority as provided by this Final Order in any successor Chapter 7 case(s) or subsequent / successor cases filed under any Chapter of the Bankruptcy Code regardless of whether such subsequent / successor cases are filed in this Court or any other bankruptcy court of competent jurisdiction.

43. No Admissions / Waiver by Agent. Nothing in this Final Order will be deemed or construed as an admission or waiver by the Agent, the DIP Agent, any Secured Creditor, or any DIP Lender as to adequate protection, or any other issue in the Bankruptcy Cases. Nothing in this Final Order shall prejudice the Agent's, the DIP Agent's, the Secured Creditors', and the DIP Lenders' right to seek an order of this Court prohibiting Debtors' use of Cash Collateral and/or the DIP Proceeds, or seek any other or supplemental relief that the Agent, the DIP Agents, the Secured Creditors, or the DIP Lenders may deem necessary and appropriate under the circumstances; and nothing in this Final Order prejudices the Debtors' or any other party in

interest's right to oppose such relief requested by the Agent, the DIP Agent, the Secured Creditors, or the DIP Lenders.

44. No Third-Party Liability. The Agent, the DIP Agent, the Secured Creditors, and the DIP Lenders shall have no liability to any third party nor shall any of them be deemed to be in control of the Debtors or their operations or acting as a "controlling person," "responsible person," "managing agent," or "owner or operator" with respect to the operation or management of the Debtors (as such terms are defined in the Internal Revenue Code, the United States Comprehensive Environmental Response, Compensation and Liability Act, or any similar state or federal statute) or owe any fiduciary duty to the Debtors, their bankruptcy estates, or their creditors. The Agent's, the DIP Agent's, the Secured Creditors', or the DIP Lenders' relationship with the Debtors shall not constitute or be deemed to constitute a joint venture or partnership with the Debtors.

45. Agent Proof of Claim. Neither the Agent nor the Secured Creditors shall be required to file a proof of claim in these Bankruptcy Cases for their claims to be allowed, and the Debtors' stipulations in Paragraphs I - L of this Final Order shall be deemed to constitute a timely filed proof of claim. Any order entered by this Court in relation to the establishment of a bar date for any claim (including, without limitation, administrative claims) in the Bankruptcy Cases, or any successor case shall not apply to the Agent or the Secured Creditors.

46. No Waivers or Modification of this Final Order. The Debtor irrevocably waives any right to seek any modification or extension of this Final Order without the prior written consent of the Agent, the DIP Agent, the Secured Creditors, and the DIP Lenders and no such consent shall be implied by any other action, inaction or acquiescence of the Agent, the DIP Agent, the Secured Creditors, or the DIP Lenders.

47. Inconsistency. In the event of any inconsistency between the terms and conditions of the Pre-Petition Loan Documents and/or the DIP Financing Documents, and of this Final Order, the provisions of this Final Order shall govern and control.

48. Retention of Jurisdiction. The Bankruptcy Court has and will retain exclusive jurisdiction to enforce this Final Order according to its terms.

49. Waiver of Rule 4001(a)(3) Stay. In the event that the fourteen-day stay provided by Bankruptcy Rule 4001(a)(3) is applicable to any relief granted in this Final Order, such stay is hereby waived.

Dated: August __, 2018

**THE HONORABLE MARVIN ISGUR
UNITED STATES BANKRUPTCY JUDGE**

SCHEDULE 1

1. “All assets” UCC-1 Financing Statement related to the Pledge and Security Agreement with the Texas Secretary of State on November 20, 2015, Filing No. 15-0037173825, naming NEC Amarillo Emergency Center, LP as debtor and the Agent as secured party;
2. “All assets” UCC-1 Financing Statement related to the Pledge and Security Agreement with the Texas Secretary of State on November 20, 2015, Filing No. 15-0037174210, naming NEC Baytown Emergency Center, LP as debtor and the Agent as secured party;
3. “All assets” UCC-1 Financing Statement related to the Pledge and Security Agreement with the Texas Secretary of State on November 20, 2015, Filing No. 15-0037174573, naming NEC Beaumont Emergency Center, LP as debtor and the Agent as secured party;
4. “All assets” UCC-1 Financing Statement related to the Pledge and Security Agreement with the Texas Secretary of State on November 20, 2015, Filing No. 15-0037174694, naming NEC Bellaire Emergency Center, LP as debtor and the Agent as secured party;
5. “All assets” UCC-1 Financing Statement related to the Pledge and Security Agreement with the Texas Secretary of State on November 20, 2015, Filing No. 15-0037174957, naming NEC Brownsville Emergency Center, LP as debtor and the Agent as secured party;
6. “All assets” UCC-1 Financing Statement related to the Pledge and Security Agreement with the Texas Secretary of State on November 20, 2015, Filing No. 15-0037175100, naming NEC College Station Emergency Center, LP as debtor and the Agent as secured party;
7. “all assets” UCC-1 Financing Statement related to the Pledge and Security Agreement with the Texas Secretary of State on November 20, 2015, Filing No. 15-0037175221, naming NEC Crosby Emergency Center, LP as debtor and the Agent as secured party;
8. “All assets” UCC-1 Financing Statement related to the Pledge and Security Agreement with the Texas Secretary of State on November 20, 2015, Filing No. 15-0037175342, naming NEC Eastside Emergency Center, LP as debtor and the Agent as secured party;
9. “All assets” UCC-1 Financing Statement related to the Pledge and Security Agreement with the Texas Secretary of State on November 20, 2015, Filing No. 15-0037175463, naming NEC Greeley Emergency Center, LP as debtor and the Agent as secured party;
10. “All assets” UCC-1 Financing Statement related to the Pledge and Security Agreement with the Texas Secretary of State on November 20, 2015, Filing No. 15-0037175605, naming NEC Harlingen Emergency Center, LP as debtor and the Agent as secured party;
11. “All assets” UCC-1 Financing Statement related to the Pledge and Security Agreement with the Texas Secretary of State on November 20, 2015, Filing No. 15-0037175847, naming NEC Kingwood Emergency Center, LP as debtor and the Agent as secured party;

12. “All assets” UCC-1 Financing Statement related to the Pledge and Security Agreement with the Texas Secretary of State on November 20, 2015, Filing No. 15-0037176111, naming NEC Lakeline Emergency Center, LP as debtor and the Agent as secured party;
13. “All assets” UCC-1 Financing Statement related to the Pledge and Security Agreement with the Texas Secretary of State on November 20, 2015, Filing No. 15-0037176232, naming NEC Longview Emergency Center, LP as debtor and the Agent as secured party;
14. “All assets” UCC-1 Financing Statement related to the Pledge and Security Agreement with the Texas Secretary of State on November 20, 2015, Filing No. 15-0037176353, naming NEC McAllen Emergency Center, LP as debtor and the Agent as secured party;
15. an “All assets” UCC-1 Financing Statement related to the Pledge and Security Agreement with the Texas Secretary of State on November 20, 2015, Filing No. 15-0037179760, naming NEC Midland Emergency Center, LP as debtor and the Agent as secured party;
16. “All assets” UCC-1 Financing Statement related to the Pledge and Security Agreement with the Texas Secretary of State on November 20, 2015, Filing No. 15-0037176474, naming NEC Mueller Emergency Center, LP as debtor and the Agent as secured party;
17. “All assets” UCC-1 Financing Statement related to the Pledge and Security Agreement with the Texas Secretary of State on November 20, 2015, Filing No. 15-0037176595, naming NEC Odessa Emergency Center, LP as debtor and the Agent as secured party;
18. “All assets” UCC-1 Financing Statement related to the Pledge and Security Agreement with the Texas Secretary of State on November 20, 2015, Filing No. 15-0037176616, naming NEC Orange Emergency Center, LP as debtor and the Agent as secured party;
19. “All assets” UCC-1 Financing Statement related to the Pledge and Security Agreement with the Texas Secretary of State on November 20, 2015, Filing No. 15-0037176737, naming NEC Pasadena Emergency Center, LP as debtor and the Agent as secured party;
20. “All assets” UCC-1 Financing Statement related to the Pledge and Security Agreement with the Texas Secretary of State on November 20, 2015, Filing No. 15-0037177243, naming NEC Pearland Emergency Center, LP as debtor and the Agent as secured party;
21. “All assets” UCC-1 Financing Statement related to the Pledge and Security Agreement with the Texas Secretary of State on November 20, 2015, Filing No. 15-0037177364, naming NEC Pharr Emergency Center, LP as debtor and the Agent as secured party;
22. “All assets” UCC-1 Financing Statement related to the Pledge and Security Agreement with the Texas Secretary of State on November 20, 2015, Filing No. 15-0037177485, naming NEC Port Arthur Emergency Center, LP as debtor and the Agent as secured party;
23. “All assets” UCC-1 Financing Statement related to the Pledge and Security Agreement with the Texas Secretary of State on November 20, 2015, Filing No. 15-0037177506, naming NEC Porter Emergency Center, LP as debtor and the Agent as secured party;

24. “All assets” UCC-1 Financing Statement related to the Pledge and Security Agreement with the Texas Secretary of State on November 20, 2015, Filing No. 15-0037177627, naming NEC Pueblo Emergency Center, LP as debtor and the Agent as secured party;
25. “All assets” UCC-1 Financing Statement related to the Pledge and Security Agreement with the Texas Secretary of State on November 20, 2015, Filing No. 15-0037177748, naming NEC San Angelo Emergency Center, LP as debtor and the Agent as secured party;
26. “All assets” UCC-1 Financing Statement related to the Pledge and Security Agreement with the Texas Secretary of State on November 20, 2015, Filing No. 15-0037177869, naming NEC Texarkana Emergency Center, LP as debtor and the Agent as secured party;
27. “All assets” UCC-1 Financing Statement related to the Pledge and Security Agreement with the Texas Secretary of State on November 20, 2015, Filing No. 15-0037177980, naming NEC Texas City Emergency Center, LP as debtor and the Agent as secured party;
28. “All assets” UCC-1 Financing Statement related to the Pledge and Security Agreement with the Texas Secretary of State on November 20, 2015, Filing No. 15-0037178254, naming NEC Tyler Emergency Center, LP as debtor and the Agent as secured party;
29. “All assets” UCC-1 Financing Statement related to the Pledge and Security Agreement with the Texas Secretary of State on November 20, 2015, Filing No. 15-0037178375, naming NEC West Warwick Emergency Center, LP as debtor and the Agent as secured party;
30. “All assets” UCC-1 Financing Statement related to the Pledge and Security Agreement with the Texas Secretary of State on November 20, 2015, Filing No. 15-0037173946, naming NEC Aurora Emergency Center, LP as debtor and the Agent as secured party;
31. “All assets” UCC-1 Financing Statement related to the Pledge and Security Agreement with the Texas Secretary of State on November 20, 2015, Filing No. 15-0037178496, naming NEC Wichita Falls Emergency Center, LP as debtor and the Agent as secured party;
32. “All assets” UCC-1 Financing Statement related to the Pledge and Security Agreement with the Texas Secretary of State on November 20, 2015, Filing No. 15-0037178517, naming NEC Yorktown Emergency Center, LP as debtor and the Agent as secured party;
33. “All assets” UCC-1 Financing Statement related to the Pledge and Security Agreement with the Texas Secretary of State on November 20, 2015, Filing No. 15-0037178638, naming NEC Zaragoza Emergency Center, LP as debtor and the Agent as secured party;
34. “All assets” UCC-1 Financing Statement related to the Pledge and Security Agreement with the Texas Secretary of State on November 20, 2015, Filing No. 15-0037174199, naming NEC Baytown Asset Holdings, LLC as debtor and the Agent as secured party;
35. “All assets” UCC-1 Financing Statement related to the Pledge and Security Agreement with the Texas Secretary of State on November 20, 2015, Filing No. 15-0037174331, naming NEC Beaumont Asset Holdings, LLC as debtor and the Agent as secured party;

36. “All assets” UCC-1 Financing Statement related to the Pledge and Security Agreement with the Texas Secretary of State on November 20, 2015, Filing No. 15-0037175726, naming NEC Kingwood Asset Holdings, LLC as debtor and the Agent as secured party;
37. “All assets” UCC-1 Financing Statement related to the Pledge and Security Agreement with the Texas Secretary of State on November 20, 2015, Filing No. 15-0037176858, naming NEC Pearland Asset Holdings, LLC as debtor and the Agent as secured party;
38. “All assets” UCC-1 Financing Statement related to the Pledge and Security Agreement with the Texas Secretary of State on November 20, 2015, Filing No. 15-0037173704, naming the EDMG, LLC as debtor and the Agent as secured party;
39. “All assets” UCC-1 Financing Statement related to the Pledge and Security Agreement with the Texas Secretary of State on November 20, 2015, Filing No. 15-0037178870, naming the Neighbors Concierge Services, LLC as debtor and the Agent as secured party;
40. “All assets” UCC-1 Financing Statement related to the Pledge and Security Agreement with the Texas Secretary of State on November 20, 2015, Filing No. 15-0037179023, naming the Neighbors Emergency Center, LLC as debtor and the Agent as secured party;
41. “All assets” UCC-1 Financing Statement related to the Pledge and Security Agreement with the Texas Secretary of State on November 20, 2015, Filing No. 15-0037179386, naming Neighbors GP, LLC as debtor and the Agent as secured party;
42. “All assets” UCC-1 Financing Statement related to the Pledge and Security Agreement with the Texas Secretary of State on November 20, 2015, Filing No. 15-0037179407, naming Neighbors Physician Group, LLC as debtor and the Agent as secured party;
43. “All assets” UCC-1 Financing Statement related to the Pledge and Security Agreement with the Texas Secretary of State on November 20, 2015, Filing No. 15-0037179649, naming Neighbors Practice Management, LLC as debtor and the Agent as secured party;
44. “All assets” UCC-1 Financing Statement related to the Pledge and Security Agreement with the Texas Secretary of State on December 1, 2015, Filing No. 15-0038059970, naming NHS Emergency Centers, LLC as debtor and the Agent as secured party;
45. “All assets” UCC-1 Financing Statement related to the Pledge and Security Agreement with the Delaware Department of State on November 19, 2015, Filing No. 2015-5474183, naming Neighbors Global Holdings, LLC as debtor and the Agent as secured party;
46. “All assets” UCC-1 Financing Statement related to the Pledge and Security Agreement with the Texas Secretary of State on November 20, 2015, Filing No. 15-0037179881 naming Neighbors Health, LLC (f/k/a Neighbors Health System, LLC) as debtor and the Agent as secured party;
47. “All assets” UCC-1 Financing Statement related to the Pledge and Security Agreement with the Texas Secretary of State on June 1, 2016, Filing No. 16-0017835950 naming Neighbors Health, LLC as debtor and the Agent as secured party;

48. “All assets” UCC-1 Financing Statement related to the Pledge and Security Agreement with the Texas Secretary of State on July 6, 2016, Filing No. 16-0022165699 naming NEC Abilene Emergency Center, LP, as debtor and the Agent as secured party;
49. “All assets” UCC-1 Financing Statement related to the Pledge and Security Agreement with the Texas Secretary of State on July 6, 2016, Filing No. 16-0022164567 naming NEC Amarillo South Emergency Center, LP, as debtor and the Agent as secured party;
50. “All assets” UCC-1 Financing Statement related to the Pledge and Security Agreement with the Texas Secretary of State on July 6, 2016, Filing No. 16-0022164183 naming NEC Bristol Emergency Center, LP, as debtor and the Agent as secured party;
51. “All assets” UCC-1 Financing Statement related to the Pledge and Security Agreement with the Texas Secretary of State on July 6, 2016, Filing No. 16-0022163930 naming NEC Grand Prairie Emergency Center, LP, as debtor and the Agent as secured party;
52. “All assets” UCC-1 Financing Statement related to the Pledge and Security Agreement with the Texas Secretary of State on July 6, 2016, Filing No. 16-0022163556 naming NEC Greenville Emergency Center, LP, as debtor and the Agent as secured party;
53. “All assets” UCC-1 Financing Statement related to the Pledge and Security Agreement with the Texas Secretary of State on July 6, 2016, Filing No. 16-0022162424 naming NEC Hartford Emergency Center, LP, as debtor and the Agent as secured party;.
54. “All assets” UCC-1 Financing Statement related to the Pledge and Security Agreement with the Texas Secretary of State on July 6, 2016, Filing No. 16-0022179533 naming NEC Kerrville Emergency Center, LP, as debtor and the Agent as secured party;
55. “All assets” UCC-1 Financing Statement related to the Pledge and Security Agreement with the Texas Secretary of State on July 6, 2016, Filing No. 16-0022179038 naming NEC Lafayette Emergency Center, LP, as debtor and the Agent as secured party;
56. “All assets” UCC-1 Financing Statement related to the Pledge and Security Agreement with the Texas Secretary of State on July 6, 2016, Filing No. 16-0022178401 naming NEC Lake Jackson Emergency Center, LP, as debtor and the Agent as secured party;
57. “All assets” UCC-1 Financing Statement related to the Pledge and Security Agreement with the Texas Secretary of State on July 6, 2016, Filing No. 16-0022171434 naming NEC Lubbock Emergency Center, LP, as debtor and the Agent as secured party;
58. “All assets” UCC-1 Financing Statement related to the Pledge and Security Agreement with the Texas Secretary of State on July 6, 2016, Filing No. 16-0022170928 naming NEC Lufkin Emergency Center, LP, as debtor and the Agent as secured party;
59. “All assets” UCC-1 Financing Statement related to the Pledge and Security Agreement with the Texas Secretary of State on July 6, 2016, Filing No. 16-0022170786 naming NEC Paris Emergency Center, LP, as debtor and the Agent as secured party;

60. “All assets” UCC-1 Financing Statement related to the Pledge and Security Agreement with the Texas Secretary of State on July 6, 2016, Filing No. 16-0022170281 naming NEC Phoenix Emergency Center, LP, as debtor and the Agent as secured party;
61. “All assets” UCC-1 Financing Statement related to the Pledge and Security Agreement with the Texas Secretary of State on July 6, 2016, Filing No. 16-0022169875 naming NEC Santa Fe Emergency Center, LP, as debtor and the Agent as secured party;
62. “All assets” UCC-1 Financing Statement related to the Pledge and Security Agreement with the Texas Secretary of State on July 6, 2016, Filing No. 16-0022168864 naming NEC Seguin Emergency Center, LP, as debtor and the Agent as secured party;
63. “All assets” UCC-1 Financing Statement related to the Pledge and Security Agreement with the Texas Secretary of State on July 6, 2016, Filing No. 16-0022167095 naming NEC Victoria Emergency Center, LP, as debtor and the Agent as secured party;
64. “All assets” UCC-1 Financing Statement related to the Pledge and Security Agreement with the Texas Secretary of State on July 6, 2016, Filing No. 16-0022166468 naming Neighbors Telehealth Services, LLC, as debtor and the Agent as secured party;
65. “All assets” UCC-1 Financing Statement related to the Pledge and Security Agreement with the Texas Secretary of State on September 16, 2016, Filing No. 16-0030828705 naming Arizona Emergency Center 01, LP, as debtor and the Agent as secured party;
66. “All assets” UCC-1 Financing Statement related to the Pledge and Security Agreement with the Texas Secretary of State on September 16, 2016, Filing No. 16-0030827673 naming NEC El Paso Upper Valley Emergency Center, LP, as debtor and the Agent as secured party;
67. “All assets” UCC-1 Financing Statement related to the Pledge and Security Agreement with the Texas Secretary of State on November 30, 2016, Filing No. 16-0038895919 naming NEC Waco Emergency Center, LP, as debtor and the Agent as secured party;
68. “All assets” UCC-1 Financing Statement related to the Pledge and Security Agreement with the Texas Secretary of State on November 30, 2016, Filing No. 16-0038895656 naming Next Door Urgent Care, LLC, as debtor and the Agent as secured party; and
69. “All assets” UCC-1 Financing Statement related to the Pledge and Security Agreement with the Colorado Secretary of State on July 26, 2017, Filing No. 20172069642 naming Neighbors Physician Group – Colorado, LLC, as debtor and the Agent as secured party

SCHEDULE 2

Sale/Chapter 11 Milestones

- 1) On the Petition Date, the Debtors shall file and properly serve a motion, in form and substance satisfactory to the Agent, the DIP Agent, the Secured Creditors, and the DIP Lenders (the "Sale/Bidding Procedures Motion"), seeking the Court's approval of: (i) the sale of all or substantially all of the Debtors' assets relating to the Debtors' Freestanding Emergency Room business through one or more transactions; and (ii) bidding procedures acceptable to the Agent, the DIP Agent, the Secured Creditors, and the DIP Lenders in their sole discretion for the sale of all or substantially all of the Debtors' assets relating to the Debtors' Freestanding Emergency Room business, pursuant to Section 363 and Section 365 of the Bankruptcy Code. The terms of each such sale transaction shall be acceptable to the DIP Agent and the Prepetition First Lien Agent in their sole discretion.
- 2) Within 21 days after the Petition Date, unless the Agent, Required Lenders (as defined in the Credit Agreement), the DIP Agent and the Required DIP Lenders (which shall mean the "Required Lenders", as defined in the DIP Financing Documents) agree otherwise, the Court shall have entered a sales procedures order (the "Bidding Procedures Order") approving the bidding procedures contained in the Sale/Bidding Procedures Motion, which Bidding Procedures Order (including the bidding procedures approved therein) shall be acceptable to the Agent, Required Lenders, DIP Agent and Required DIP Lenders in their sole discretion. The Bidding Procedures Order shall not be amended, modified, supplemented or waived by the Debtors without the written consent of the Agent, Required Lenders, DIP Agent and Required DIP Lenders.
- 3) Within 45 days after the Petition Date, unless the Agent, Required Lenders, DIP Agent and Required DIP Lenders agree otherwise, all qualified bids (which bids, among other things, shall not contain any financing or diligence conditions) shall be due.
- 4) Within 60 days after the Petition Date, unless the Agent, Required Lenders, DIP Agent and Required DIP Lenders agree otherwise, the Debtors shall have held and completed an auction in accordance with the provisions of the Bidding Procedures Order, and shall have selected for approval by the Court, at a sale hearing to be held in accordance with the Bidding Procedures Order, the highest and otherwise best bid(s) for the applicable assets made by any bidder(s) at the auction, (each such highest and otherwise best bid, a "**Winning Bid**"). No bid that fails to provide for irrevocable payment in full in cash of all of the DIP Obligations and the Secured Claim at closing shall constitute, or be eligible to constitute, a Winning Bid unless such bid is acceptable to the Agent, Required Lenders, DIP Agent and Required DIP Lenders in their respective sole discretion.
- 5) Within 70 days after the Petition Date, unless the Agent, Required Lenders, DIP Agent and Required DIP Lenders agree otherwise, the Court shall have entered one or more orders (the "**Sale Approval Order**") approving the Winning Bid(s), the transaction or transactions contemplated by the Winning Bid(s) (each, an "**Approved Transaction**," and the terms and

conditions of the Approved Transaction and the documents evidencing or otherwise relating to each Approved Transaction, the “**Approved Transaction Documents**”), which Sale Approval Order and Approved Transaction(s) shall be in form and substance acceptable to the Agent, Required Lenders, DIP Agent and Required DIP Lenders in their sole discretion.

- 6) On or before the date that is sixty (60) days after the entry of the Sale Approval Order, unless the Agent, Required Lenders, DIP Agent and Required DIP Lenders agree otherwise, Debtors shall have executed all Approved Transaction Documents and the Approved Transaction(s) shall have been consummated. The Approved Transaction Documents shall be in form and substance acceptable to the Agent, Required Lenders, DIP Agent and Required DIP Lenders in their sole discretion.
- 7) On or before the date that is 120 days after the Petition Date, Debtors shall file an Acceptable Bankruptcy Plan and Disclosure Statement, within the meaning of Section 1125 of the Bankruptcy Code, each in form and substance acceptable to the Lenders.
- 8) With respect to any assets relating to the Debtors’ Freestanding Emergency Room business that are not sold pursuant to any Approved Transaction, unless the Agent, Required Lenders, DIP Agent and Required DIP Lenders agree otherwise, the Debtors shall use commercially reasonable efforts to sell, liquidate or otherwise dispose of such assets on terms and conditions and pursuant to a timeline to be agreed upon by the Debtors, the Agent, Required Lenders, DIP Agent and Required DIP Lenders.
- 9) At the request of the Agent or the DIP Agent on a twice weekly basis (or more frequently as reasonably requested by the Agent or DIP Agent) from and after the date hereof, management of the Debtors and the Investment Bankers (as defined below) shall conduct a telephonic meeting to be attended by the respective management representatives of the Debtors, the Agent, the DIP Agent, and their respective representatives. At such telephonic meeting, the Debtors and the Investment Bankers shall present an update on the sale process (including an assessment of any proposed sale transaction or any indication of interest or other offer from any prospective purchaser).
- 10) Until such time as the DIP Obligations and the Prepetition First Lien Obligations are Paid in Full, the Debtors shall continue to retain one or more investment bankers reasonably acceptable to the Agent, Required Lenders, DIP Agent and Required DIP Lenders (collectively, the “**Investment Bankers**”) on terms and conditions acceptable to the Agent, Required Lenders, DIP Agent and Required DIP Lenders in their sole discretion, to assist the Debtors to sell their respective assets and businesses, and no proceeds of the Collateral, the DIP Collateral, or the DIP Proceeds may be used to pay, and the Carve-Out shall not include, any fees and expenses of any investment banker or other financial advisor retained by any Debtor unless the Agent, Required Lenders, DIP Agent and Required DIP Lenders have consented in writing to the terms and conditions of such retention. Additionally, the Debtors shall authorize and direct the Investment Bankers, upon the request of the Agent and the DIP Agent: (i) to fully and promptly disclose to the Agent or DIP Agent, and their respective advisors, all material documents, information and developments in connection with the efforts of the Debtors and/or the Investment Bankers to market and sell the Collateral and/or DIP Collateral; and (ii) to regularly consult with, and promptly respond to the inquiries of,

the Agent and DIP Agent, and their respective advisors, in connection with any sale transaction, the marketing and sale process relating thereto, and any and all other matters relating to the affairs, finances and business of the Debtors, the assets and capital stock of the Debtors, and the Investment Bankers' activities related to any and all of the foregoing.