

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

	§	
In re:	§	Chapter 11
NEIGHBORS LEGACY HOLDINGS, INC.,	§	Case No. 18-33836
<i>et al.,</i>	§	
Debtors.¹	§	(Jointly Administered)
	§	

NOTICE OF ENTRY OF INTERIM ORDER (A) AUTHORIZING USE OF CASH COLLATERAL PURSUANT TO SECTION 363(c) OF THE BANKRUPTCY CODE AND GRANTING ADEQUATE PROTECTION, AND (B) SCHEDULING A FINAL HEARING ON THE CONTINUED USE OF CASH COLLATERAL
[Docket No. 39]

PLEASE TAKE NOTICE that the Interim Order (A) Authorizing Use of Cash Collateral Pursuant to Section 363(c) of the Bankruptcy Code and Granting Adequate Protection, and (B) Scheduling a Final Hearing on the Continued Use of Cash Collateral (the “Interim Financing Order”) was entered in the above-captioned matter on July 13, 2018. A true and correct copy of the Interim Financing Order is attached as **Exhibit A** to this Notice.

PLEASE TAKE FURTHER NOTICE that pursuant to the Interim Financing Order,² any party in interest objecting to the Court’s entry of a Final Order as requested by the Debtors shall file written objections with the United States Bankruptcy Court Clerk and concurrently serve such objections on the (i) the Debtors through their counsel, (ii) the Office of the U.S. Trustee

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 Any capitalized term not expressly defined herein shall have the meaning ascribed to such term in the Interim Financing Order.



and (iii) counsel for the Agent so that they are received no later than **5:00 p.m. (Central Standard Time) on August 3, 2018.**

PLEASE TAKE FURTHER NOTICE that an interim hearing on the Motion will be held on **August 1, 2018 at 3:00 p.m.** before the Honorable Marvin Isgur, United States Bankruptcy Judge, 515 Rusk Avenue, 4th Floor, Courtroom 404, Houston, Texas 77002.

PLEASE TAKE FURTHER NOTICE that the final hearing on the Motion will be held on **August 8, 2018, at 10:00 a.m.** before the Honorable Marvin Isgur, United States Bankruptcy Judge, 515 Rusk Avenue, 4th Floor, Courtroom 404, Houston, Texas 77002.

Dated: July 17, 2018

Respectfully submitted,

Porter Hedges LLP

/s/ John F. Higgins

John F. Higgins

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**PROPOSED COUNSEL FOR THE DEBTORS
AND DEBTORS IN POSSESSION**

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing instrument was duly served by electronic transmission to all registered ECF users appearing in the case on July 17, 2018.

/s/ John F. Higgins

John F. Higgins



ENTERED
07/13/2018

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

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

INTERIM ORDER (A) AUTHORIZING USE OF CASH COLLATERAL PURSUANT TO SECTION 363(c) OF THE BANKRUPTCY CODE AND GRANTING ADEQUATE PROTECTION, AND (B) SCHEDULING A FINAL HEARING ON THE CONTINUED USE OF CASH COLLATERAL

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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 Agent (as defined below) and the Secured Creditors, as defined in the Pledge and Security Agreement (as defined below); (ii) authorizing adequate protection to the Agent and

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 Interim Order, the term "Debtors" shall mean all of the entities listed in footnote 1 above, exclusive of Neighbors Legacy Holdings, Inc.

Secured Creditors for any aggregate diminution in value of their respective interests in the Cash Collateral and Collateral (as defined below); (iii) modifying the automatic stay imposed by Bankruptcy Code Section 362 to the extent necessary; 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 and the interim hearing on the Motion (the “Interim 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 it appearing that no other or further notice is necessary with respect to the Court’s entry of this Interim 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 held on the Motion to approve this Interim Order; and the Court having found and determined that the relief sought in the Motion is necessary to avoid immediate and irreparable harm to the Debtors pending the Final Hearing (defined below) and is otherwise 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 Interim 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. No trustee or examiner or official committee of unsecured creditors (a “Creditors’ Committee” and, together with any other statutory committee, the “Committees” and each, a “Committee”) has been 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 Interim 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 19, 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 interim and limited use of Cash Collateral. The Debtors undertook arm's-length negotiations with the Agent with respect to the interim and limited

use of Cash Collateral, which are memorialized by the terms of this Interim Order. The Agent, on behalf of the Secured Creditors, is willing to allow the Debtors to use Cash Collateral on an interim basis pursuant to the terms and conditions set forth in this Interim Order. The terms and conditions of the proposed use of Cash Collateral pursuant to this Interim 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 Interim Order.

O. 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. Additionally, based on the record before this Court, there is good cause for the Court to authorize the Debtors' use of Cash Collateral, on an interim basis, under the terms and conditions stated herein (and not otherwise).

P. 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 Interim Order are incorporated herein by reference, and the Debtors, the Agent, and the

Secured Creditors consent and stipulate to the facts and findings contained in such preamble and to the entry of this Interim Order.

2. Motion Granted. The Motion is **GRANTED** on an interim basis as provided in this Interim Order. All objections to the Motion on an interim basis are hereby overruled.

3. Authorization to Use Cash Collateral. Pursuant to Section 363(c) of the Bankruptcy Code, the Debtors shall be, and hereby are, authorized to use Cash Collateral on an interim basis, upon (and only upon) the terms and conditions set forth in this Interim Order, the Pre-Petition Loan Documents, and the Budget (defined below).

4. Budget Compliance. The Debtors' use of Cash Collateral 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. The Debtors are hereby authorized to use the Cash Collateral 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 unless the Debtors have given the 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, professional fees, adequate protection, 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, professional fees, adequate protection, 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. The Budget may be amended from time to time without further order of this Court upon the prior written agreement of the Debtors and the Agent, and such amended budget shall become the Budget under this Interim Order. Notice and a copy of the amended budget shall be provided to counsel for any statutory committee and counsel to the United States Trustee. Upon the sale of any Debtors' business or principal

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

5. Limitations on the Use of Cash Collateral. No Cash Collateral 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 liens in favor of the Agent and the Secured Creditors, including, without limitation, the Replacement 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) assert any claims or causes of action against the Agent or the Secured Creditors 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, or otherwise; or (iv) prepare or prosecute any adversary proceeding in which any of the Agent or the Secured Creditors are named as a defendant.

6. Carve-Out. For purposes of this Interim 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 United States 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 Interim Order, the reasonable unpaid fees, costs, and disbursements of professionals retained by the Debtors (whether or not a retention order has been entered) in

these Bankruptcy Cases (the “Debtors’ Professionals”) that are: (a) incurred prior to the delivery by the Agent of a Carve-Out Trigger Notice (as defined below), (b) provided for in the Budget, (c) ultimately 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 Interim Order, the reasonable unpaid fees, costs, and disbursements of professionals retained by the Committee in these Bankruptcy Cases (collectively, the “Committee’s 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 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 (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 Committee’s 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 (by way of clarification, fees of the Committee’s 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 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 Committee’s 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 to Debtors’ counsel, the United States Trustee, and counsel for the official Committees appointed in these Bankruptcy Cases. A Carve-Out Trigger Notice may be delivered at any time following the occurrence and during the continuation of any Termination Event (as defined below), and must expressly state that the Post-Default Carve-Out Cap is triggered. No amounts set forth in this paragraph with

respect to the Post-Default Carve-Out Cap may be modified without the prior written consent of the Agent.

7. 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 Committee's Professionals and the Committee Members (to the extent the fees and expenses of the Debtors' Professionals, the Committee's Professionals and the Committee Members were incurred in accordance with the Budget), subject to the provisions of this Interim 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.

8. Use of Non-Cash Collateral. Notwithstanding any other provision in this Interim Order, in the event the Debtors possesses any cash or cash equivalents during the pendency of the Bankruptcy Case that are not subject to the Agent's or Secured Creditors' liens or security interests, including, without limitation, the Replacement 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.

9. Termination Date. Unless extended with the written consent of the 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 under this Interim 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 entry of the

Final Order; (ii) the occurrence of 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 Agent covering the time period from the Closing until the effective date of any plan confirmed by the Court; (iii) the entry of an order dismissing any of the Bankruptcy Cases; (iv) the entry of an order converting any of the Bankruptcy Cases to Chapter 7; (v) 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; (vi) entry of an order reversing, vacating, or otherwise amending, supplementing, or modifying this Interim Order; (vii) 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; (viii) entry of an order for relief under Section 506(c) of the Bankruptcy Code with respect to the Collateral; (ix) the filing by the Debtors of any motion in any of the Bankruptcy Cases, without the DIP Agent's (as defined in the Motion) and the DIP Lenders' (as defined in the Motion) 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; (x) the Debtors breach or fail to comply with any term or provision of this Interim Order; or (xi) 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, under this Interim Order shall remain unimpaired and unaffected by any such termination, and shall survive any such termination.

10. 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 official committee (if appointed), the Agent shall be entitled to file an emergency motion seeking to exercise all rights and remedies provided in this Interim Order, the Pre-Petition Loan Documents, and applicable law, including but not limited to, the Agent's rights to apply any proceeds of Collateral to the Secured Claim in accordance with the terms of the Pre-Petition Loan Documents and applicable law.

11. 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 Interim Order, the use of Cash Collateral authorized hereby, and the imposition of the automatic stay in the Bankruptcy Cases.

12. Replacement Lien Perfection. This Interim Order shall be sufficient and conclusive evidence of the validity, perfection, and priority of the Replacements 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 in order to entitle the Replacement Liens to the priorities granted under this Interim Order. Notwithstanding the foregoing, the Agent and the Secured Creditors 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 Interim Order. The Debtors shall execute and deliver to the Agent and the Secured Creditors all such financing statements, mortgages, security agreements, notices and other documents as the Agent and the Secured Creditors may reasonably request to evidence, confirm, validate or perfect, or to insure the contemplated priority of the Replacement Liens. The Agent and the Secured Creditors, in their sole discretion, may file a photocopy of this Interim 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 Interim Order.

13. 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 to incur all liabilities and obligations to the Agent and the Secured Creditors under and in connection with this Interim Order; and (ii) authorize the Agent and the Secured Creditors to retain and apply payments made to them pursuant to the terms of this Interim Order and the Pre-Petition Loan Documents.

14. No Impairment of Priority of the Replacement Liens. Subject to the Carve-Out , the Replacement 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, except for the DIP Liens (as defined in the Motion) requested in the Motion. Furthermore, unless and until the Secured Claim has been indefeasibly satisfied and/or paid in full, the Replacement Liens shall remain enforceable and maintain their priority as provided by this Interim 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

15. Additional Liens May Not be Granted. Subject to further order of the Court, from and after entry of this Interim Order, unless the Agent has provided its prior written consent or amounts owing on the Secured Claim 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, except for the entry of the final order requested in the Motion granting the DIP Liens to secure the DIP Facility (as defined in the Motion) described therein. 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 Superpriority Claim (defined below), except for the DIP Superpriority Claim more specifically described in the Motion.

16. 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 Interim 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 "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. 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 Superpriority Claim.

17. 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 Case (whether incurred before or after the Petition Date). With each request, a summary invoice shall be provided to counsel for any statutory committee and counsel for the United States Trustee. 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. If the payment of Agent’s attorneys’ fees and expenses are not authorized under § 506 of the Bankruptcy Code, then the Court may order that any such amounts paid to the Agent will be recharacterized as payments of principal on the debt.

18. Release of Claims. Without prejudice to the rights of any other party and subject to the Challenge Period set forth in paragraph 19, the Debtors and their estates shall be deemed to have forever waived, discharged, and released each of the Agent and the Secured Creditors, 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 Prepetition Loan Documents, the Collateral, or the debtor-creditor relationship between any of the Agent and the Secured Creditors, 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 any payments or other transfers made on account of the Secured Claim, or the validity, enforceability, priority, or non-avoidability of the Prepetition Liens securing the Secured Claim, 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.

19. Challenge Period. With regard to all other: (i) creditors, including, but not limited to, any official or unofficial committee 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 or

the Prepetition Liens, such Investigating Parties must, by way of adversary proceeding, commence such objection / challenge, or action to avoid or subordinate the Secured Claim and/or the Prepetition Liens **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 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 and the Prepetition Liens are legal, valid, binding, perfected, and otherwise unavoidable in an amount no less than the aggregate amount of the Secured Claim; (ii) have the priority afforded to the Secured Claim as set forth in this Interim Order; and (iii) the amount, validity, perfection, priority, or extent of the Secured Claim and the Prepetition Liens shall not be subject to any other or further challenge by any of the Investigating Parties.

20. Deposit Accounts. The Debtors shall promptly, and shall continue to, segregate, remit, and deposit all Cash Collateral 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 Interim Order, the Prepetition Loan Documents, and the Budget.

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

22. Reporting Obligations. The Debtors shall provide the following to the 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 Interim 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 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.

23. Disposition of the Collateral. The Debtors shall not sell, transfer, lease, encumber or otherwise dispose of any portion of the Collateral (or enter into any binding agreement to do so) without the prior written consent of the Agent and the Secured Creditors (and no such consent shall be implied from any other action, inaction, or acquiescence by the Agent and the Secured Creditors, 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 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.

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

25. Sales Proceeds. Upon the closing of any sale of any of the 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 Agent, for immediate application to the outstanding Secured Claim without the need to obtain any further approval from the Court.

26. 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 Secured Creditors, the Collateral, and any other property or assets of the Debtors subject in any manner whatsoever to the liens and security interests of the Agent or the Secured Creditors (including the Replacement 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.

27. 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 any statutory committee; or (ii) affect the right of the Agent and/or the Secured Creditors to object to the allowance and payment of such fees and expenses.

28. Continued Effectiveness of the Pre-Petition Loan Documents. Except as otherwise provided herein, the terms and conditions of the Pre-Petition Loan Documents shall not be impaired by this Interim Order, and the Agent and Secured Creditors 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 Interim Order, the Debtors are required to perform all of their obligations under the Pre-Petition Loan Documents, including, without limitation, complying with the covenants set forth in the Pre-Petition Loan Documents.

29. Binding Effect of Interim Order. The provisions of this Interim Order shall be binding upon and inure to the benefit of all parties in interest in the Bankruptcy Case, including the Agent, the Secured Creditors, 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.

30. Survival of the Replacement Liens and Superpriority Claim. Additionally, unless and until the Secured Claim has been indefeasibly satisfied and/or paid in full, the protections afforded to the Agent and the Secured Creditors under this Interim 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 has been indefeasibly

satisfied and/or paid in full, the Replacement Liens and the Superpriority Claim granted under this Interim 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 has been indefeasibly satisfied and/or paid in full, the Replacement Liens and the Superpriority Claim shall maintain their priority as provided by this Interim 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.

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

32. No Third-Party Liability. The Agent and the Secured Creditors 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 and the Secured Creditors' relationship with the Debtors shall not constitute or be deemed to constitute a joint venture or partnership with the Debtors.

33. 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 Interim 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.

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

35. Inconsistency. In the event of any inconsistency between the terms and conditions of the Pre-Petition Loan Documents and this Interim Order, the provisions of this Interim Order shall govern and control.

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

37. 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 Interim Order, such stay is hereby waived.

38. Final and Further Interim Hearing. A further Interim Hearing on the Motion is set for August 1, 2018 at 3:00 p.m. A final hearing on the Motion is set before this Court on August 8, 2018 at 10:00 a.m. (the "Final Hearing"). If any party in interest has an objection to any of the provisions of this Interim Order, such party shall be authorized to assert such objection at the Final Hearing, provided that a written objection is filed with the Court, and concurrently served upon the Office of the U.S. Trustee, counsel for the Debtors, and counsel for the Agent, in each case so that such objections and responses are filed on or before 5:00 p.m. (Central time) at least three business days prior to the Final Hearing. Unless an objecting party appears at the Final Hearing to assert the basis for such objection before the Court, such objection shall be deemed to have been waived and abandoned by such objecting party.

Dated: July 13, 2018



THE HONORABLE MARY IN 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) Within three (3) days of 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 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.

Month	Jul-18	Jul-18	Aug-18	Aug-18	Aug-18	Aug-18	Aug-18	Aug-18	Sep-18	Sep-18	Sep-18	Sep-18	Sep-18	Oct-18	Oct-18	Week
Week Ending	07/20/18	07/27/18	08/03/18	08/10/18	08/17/18	08/24/18	08/31/18	09/07/18	09/14/18	09/21/18	09/28/18	10/05/18	10/12/18	10/19/18	10/26/18	13
Forecast Week #	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	
Forecast/Actual	1	2	3	4	5	6	7	8	9	10	11	12	13			Total
Cash Receipts																
Patient Revenue	\$ 1,934,487	\$ 2,027,209	\$ 1,936,452	\$ 1,892,932	\$ 1,887,446	\$ 1,998,535	\$ 2,019,134	\$ 2,002,895	\$ 2,006,476	\$ 2,024,396	\$ 2,039,329	\$ 2,037,510	\$ 2,032,664	\$ 2,037,510	\$ 2,032,664	\$ 25,899,466
Other	-	-	19,583	-	-	-	-	19,583	-	-	-	-	-	19,583	-	58,750
Total Cash Receipts	1,934,487	2,027,209	1,956,036	1,892,932	1,887,446	1,998,535	2,019,134	2,022,479	2,006,476	2,024,396	2,039,329	2,057,094	2,032,664	2,057,094	2,032,664	25,898,216
Cash Disbursements																
Operating																
Payroll, Payroll Taxes, and Benefits	142,300	1,603,500	165,000	1,713,500	142,300	1,603,500	130,000	1,748,500	142,300	1,603,500	130,000	1,748,500	130,000	1,748,500	130,000	11,002,900
Physician Payroll	-	1,417,920	-	1,417,920	-	1,417,920	-	1,417,920	-	1,417,920	-	1,417,920	-	1,417,920	-	8,507,520
Rent & Other Occupancy	-	97,921	-	97,920	-	98,079	-	850,501	-	98,079	-	948,580	-	948,580	-	2,974,352
Equipment Leases	234,161	-	-	-	765,082	-	-	-	234,161	-	-	-	-	-	-	733,403
Utilities	45,980	45,980	45,980	45,980	45,980	45,980	45,980	45,980	45,980	45,980	45,980	45,980	45,980	45,980	45,980	597,740
Radiology Services and Maintenance	56,496	52,307	48,997	48,997	78,321	57,375	53,186	48,997	78,321	57,375	53,186	48,118	48,118	48,118	48,118	729,794
Lab Fees, Supplies & Other Patient Expenses	136,420	136,420	136,420	136,420	136,420	136,420	136,420	136,420	136,420	136,420	136,420	136,420	136,420	136,420	136,420	1,773,460
Insurance	-	-	50,000	-	-	-	-	50,000	-	-	-	-	-	-	-	150,000
Property Taxes	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Marketing	62,755	62,755	62,755	62,755	62,755	62,755	62,755	62,434	62,434	62,434	62,434	62,434	62,434	62,755	62,755	814,531
Other Disbursements	308,732	308,732	307,226	307,226	307,226	307,226	307,226	307,226	307,226	307,226	307,226	307,226	307,226	307,226	307,226	3,996,947
Total Operating Disbursements	986,843	3,725,534	1,795,649	3,732,798	1,038,084	3,631,176	833,647	4,667,978	1,006,841	3,630,855	735,246	4,765,499	730,498	4,765,499	730,498	31,280,647
Financing																
Principal	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Interest/Fees	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Adequate Protection Payments	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Financing Disbursements	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Restructuring Related Disbursements	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Professional Fees																
Utility Deposits	-	-	-	75,000	-	202,500	-	150,000	-	10,000	-	652,000	-	160,000	-	1,969,500
Critical Vendors	-	-	-	125,000	-	600,000	-	250,000	-	10,000	-	652,000	-	160,000	-	1,250,000
Total Non-Operating Disbursements	-	-	-	200,000	-	802,500	-	150,000	-	10,000	-	652,000	-	160,000	-	3,094,500
BEPA Settlement																
Franchise Taxes	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Maintenance Capex	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	455,000
Total Cash Disbursements	1,021,843	3,760,534	1,830,649	3,967,798	2,525,584	3,916,176	1,738,647	5,052,978	1,041,841	3,675,855	1,675,591	4,960,499	965,498	4,960,499	965,498	36,133,493
Net Cash Flow	\$ 912,644	\$(1,733,325)	\$ 125,387	\$(12,074,866)	\$ (638,138)	\$(1,917,642)	\$ 280,487	\$(19,030,499)	\$ 964,635	\$(1,651,459)	\$ 363,738	\$(2,903,405)	\$ 1,067,165	\$ 1,067,165	\$ 1,067,165	\$ 110,235,277
Reg Est. Cash Balance - Book	7,600,000	8,512,644	6,779,319	6,504,706	4,829,840	4,191,702	3,500,000	3,780,487	3,500,000	4,464,635	3,500,000	3,863,738	3,500,000	3,863,738	3,500,000	7,600,000
DIP Borrowing/(Repayments)	-	-	-	-	-	1,225,940	-	2,750,011	-	686,824	-	-	-	686,824	-	7,202,443
Ending Est. Cash Balance	\$ 8,512,644	\$ 6,779,319	\$ 6,504,706	\$ 4,829,840	\$ 4,191,702	\$ 3,500,000	\$ 3,780,487	\$ 3,500,000	\$ 4,464,635	\$ 3,500,000	\$ 3,863,738	\$ 3,500,000	\$ 4,567,165	\$ 4,567,165	\$ 4,567,165	\$ 4,567,165