



CLERK, U.S. BANKRUPTCY COURT  
NORTHERN DISTRICT OF TEXAS

**ENTERED**

THE DATE OF ENTRY IS ON  
THE COURT'S DOCKET

The following constitutes the ruling of the court and has the force and effect therein described.

Signed June 6, 2017

  
United States Bankruptcy Judge

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION**

In re:

ADPT DFW Holdings LLC, *et al.*,

Debtors.

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Chapter 11

Case No. 17-31432

Jointly Administered

**FINAL ORDER (I) AUTHORIZING DEBTORS  
TO OBTAIN POST-PETITION FINANCING; (II) GRANTING  
LIENS, SECURITY INTERESTS AND SUPERPRIORITY STATUS;  
(III) AUTHORIZING USE OF CASH COLLATERAL; (IV) AFFORDING  
ADEQUATE PROTECTION; (V) SCHEDULING A FINAL HEARING;  
AND (VI) MODIFYING THE AUTOMATIC STAY**

[Related to Dkt. No. 17]

Upon the motion dated April 19, 2017 (the "DIP Financing Motion")<sup>1</sup> of the debtors and debtors-in-possession (collectively, "Debtors") for entry of an interim order (the "Interim

<sup>1</sup> Capitalized terms used in this Final Order, unless defined herein, shall have the meanings given such terms in the DIP Loan Agreement (as hereinafter defined).

Order”) and a final order (this “Final Order”) (1) authorizing Debtors to obtain interim post-petition financing and other extensions of credit from Deerfield Private Design Fund IV, L.P., Deerfield Partners, L.P., and Deerfield International Master Fund, L.P. and the other entities and financial institutions that may from time to time become post-petition lenders under the DIP Loan Documents (as hereinafter defined) (collectively, together with their respective successors and assigns, “DIP Lenders”) and from Deerfield Management Company, L.P., in its capacity as administrative and collateral agent for DIP Lenders (in such capacity, the “DIP Agent”; and together with DIP Lenders, “DIP Secured Parties”); (2) granting security interests and liens and according superpriority claim status in favor of DIP Agent (for the benefit of DIP Secured Parties) pursuant to section 364 of title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq.* (as amended, the “Bankruptcy Code”); (3) authorizing Debtors to use cash collateral of Prepetition Secured Parties (as hereinafter defined) pursuant to section 363 of the Bankruptcy Code; (4) affording adequate protection to Prepetition Secured Parties pursuant to sections 361, 362, 363, and 364 of the Bankruptcy Code; (5) scheduling and approving the form and method of notice for a final hearing pursuant to Rules 2002, 4001 and 9014 of the Federal Rules of Bankruptcy Procedure (as amended, the “Bankruptcy Rules”); and (6) granting related relief, including, without limitation, modification of the automatic stay pursuant to section 362 of the Bankruptcy Code.

This Court having reviewed the DIP Financing Motion, the Declaration of Andrew Hinkelman, the Debtors’ Chief Restructuring Officer in Support of First Day Applications and Motions, and all matters brought to the Court’s attention at the preliminary hearing, which was held on April 21, 2017 pursuant to Bankruptcy Rules 4001(b)(2) and (c)(2) (the “Interim

Hearing”) and at the final hearing, which was held on June 5, 2017 (the “Final Hearing”); and it appearing that the relief requested in the DIP Financing Motion, to the extent granted by this Final Order, is in the best interests of Debtors, their estates, and their creditors, and after due deliberation and consideration, the Court makes the following findings of fact and conclusions of law (to the extent any findings of fact constitute conclusions of law, they are adopted as such, and *vice versa*):

**THE COURT HEREBY FINDS AND DETERMINES:**

A. Petition Date. On April 19, 2017 (the “Petition Date”), Debtors filed their respective voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Northern District of Texas (these “Chapter 11 Cases”). Debtors have retained possession of their property and continue to operate and manage their businesses as debtors-in-possession pursuant to sections 1107 and 1108 of the Bankruptcy Code.

B. Committee. On May 1, 2017, the United States Trustee appointed an official committee of unsecured creditors (the “Committee”). No trustee, examiner, or other committee has been appointed in any of these Chapter 11 Cases.

C. Jurisdiction; Core Proceeding; Venue. The Court has jurisdiction over these Chapter 11 Cases, the parties, and Debtors’ property pursuant to 28 U.S.C. §§ 157(b) and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue for these Chapter 11 Cases and proceedings on the DIP Financing Motion is proper in this district in accordance with 28 U.S.C. §§ 1408 and 1409.

D. Notice. The Final Hearing was held pursuant to Bankruptcy Rule 4001, and the notice provided by Debtors of the Final Hearing and the relief requested in the Motion, was,

under the circumstances, due and sufficient and complies with section 102(1) of the Bankruptcy Code, Bankruptcy Rules 2002, 4001(c), and 4001(d), and the local rules of this Court, and no other notice need be given. The Committee was provided sufficient notice of the Motion and the Final Hearing.

E. Prepetition Loan Documents. Pursuant to that certain Credit Agreement dated as of October 6, 2015 (as amended, restated, supplemented, or otherwise modified from time to time, the “Prepetition Loan Agreement”), Deerfield Private Design Fund IV, L.P., Deerfield Partners, L.P., and Deerfield International Master Fund, L.P. and the other entities and financial institutions parties to the Prepetition Loan Agreement, as lenders (in such capacity, collectively and together with their successors and assigns, “Prepetition Lenders”) and Deerfield Management Company, L.P., as administrative and collateral agent for Prepetition Lenders (in such capacities, together with its successors and assigns, “Prepetition Agent”; and together with Prepetition Lenders, the “Prepetition Secured Parties”), hold and made certain loans and other financial accommodations available to First Choice ER LLC (the “Prepetition Borrower”), which obligations were guaranteed by Adeptus Health LLC (“Holdings”) and certain of Holdings’ subsidiaries party to the Prepetition Loan Agreement (together with Holdings, the “Prepetition Guarantors”).

F. Prepetition Debt. Subject to paragraph 21, hereof, each Debtor represents, stipulates, acknowledges, and agrees that:

(i) As of the Petition Date, the Borrower and the Guarantors (collectively, the “Prepetition Loan Parties”) were jointly and severally indebted and liable to Prepetition Secured Parties under the Prepetition Loan Agreement, and any and all instruments, agreements, and

documents related to or entered in connection with any of the foregoing (collectively with the Prepetition Loan Agreement and the Prepetition Security Documents (as hereinafter defined), the “Prepetition Loan Documents”) in the aggregate principal amount of \$226,249,818.92 (such principal amount, together with all interest, fees, costs, expenses (including attorneys’ fees), and other amounts thereafter accruing thereon or at any time chargeable to Debtors in connection with the Prepetition Loan Documents is collectively referred to herein as, the “Prepetition Debt”).

(ii) The Prepetition Debt is (a) legal, valid, binding, and enforceable against each Prepetition Loan Party, jointly and severally; and (b) not subject to any contest, objection, recoupment, defense, counterclaim, offset, claim of subordination, claim of re-characterization, claim of avoidance of any nature, attack, or challenge under the Bankruptcy Code, other applicable non-bankruptcy law, or otherwise.

(iii) Pursuant to the Prepetition Loan Agreement, the Prepetition Guarantors, jointly and severally, unconditionally and fully guaranteed the full and prompt payment and performance of the indebtedness and obligations of the Prepetition Borrower to Prepetition Secured Parties under the Prepetition Loan Agreement. Upon entry of the Interim Order and again upon entry of this Final Order, each Debtor that is a Prepetition Guarantor: (a) reaffirms, ratifies, and confirms that its unconditional guaranty remains in full force and effect notwithstanding, among other things, any financial accommodations extended by Prepetition Secured Parties to Debtors pursuant to the terms of the Interim Order or this Final Order; (b) denies and waives the existence of any defenses or right of setoff which may otherwise be

available to it relating to such guaranty; and (c) waives and releases any and all of its claims and causes of action which may exist against any of Prepetition Secured Parties.

G. Prepetition Liens. Subject to paragraph 21 hereof, each Debtor represents, stipulates, acknowledges, and agrees that:

(i) As security for the payment of the Prepetition Debt, the Prepetition Loan Parties granted to Prepetition Agent, for the benefit of Prepetition Secured Parties, security interests in and liens upon all or substantially all of Prepetition Loan Parties' tangible and intangible personal property and assets, wherever located and whether then owned or thereafter arising or acquired, including, without limitation, all of Prepetition Loan Parties' accounts, money, chattel paper, certain commercial tort claims set forth in the Prepetition Loan Documents, copyrights, copyright licenses, deposit accounts, documents, equipment, fixtures, general intangibles, instruments, inventory, investment property, letter-of-credit rights, patents, patent licenses, pledged equity, software, supporting obligations, trademarks, trademark licenses, and all accessions and proceeds of any and all of the foregoing, all as more fully described in the Prepetition Loan Documents (all such property described therein, as the same existed on or at any time prior to the Petition Date, together with all cash and non-cash proceeds thereof, including, without limitation, all cash collateral, being referred to herein as, the "Prepetition Collateral" and such liens thereon shall be referred to as, the "Prepetition Liens"), pursuant to, among other things, that certain Security Agreement and Pledge Agreement dated as of October 6, 2015 in favor of Prepetition Agent, for the benefit of Prepetition Secured Parties (collectively, as amended, restated, supplemented, or otherwise modified from time to time, the "Prepetition Security Documents") and subject only to the terms of that certain Intercreditor

Agreement dated as of October 6, 2015 (the “Intercreditor Agreement”) by and between Prepetition Agent, on behalf of the Prepetition Secured Parties, and MPT Op (as defined below), on behalf of the MPT Lessors (as defined below) and that certain Subordination Agreement dated as of October 6, 2015 (the “Subordination Agreement”) by and between Prepetition Agent, on behalf of the Prepetition Secured Parties, and MPT Op, on behalf of the MPT Lessors.

(ii) The Prepetition Liens are legal, valid, enforceable, non-avoidable, and duly and properly perfected security interests in and liens upon the Prepetition Collateral and, as of the Petition Date and without giving effect to the Interim Order or this Final Order, Debtors are not aware of any liens or security interests having priority over the Prepetition Liens, except certain “Permitted Liens” (as defined in the Prepetition Loan Agreement).

(iii) The Prepetition Liens on the Prepetition Collateral were granted to Prepetition Agent, for the benefit of Prepetition Secured Parties, for fair consideration and reasonably equivalent value, and were granted contemporaneously with the making of the loans and financial accommodations secured thereby.

H. MPT Leases and Liens. Subject to paragraph 21 hereof, each Debtor represents, stipulates, acknowledges and agrees that:

(i) Pursuant to the following leases, MPT Operating Partnership, L.P. (“MPT Op”) and various of its subsidiaries<sup>2</sup> lease certain facilities to various Debtors (the “MPT

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<sup>2</sup> The subsidiaries include MPT of Little Elm FCER, LLC, MPT of Brodie FCER, LLC, MPT of Nacogdoches FCER, LLC, MPT of Alvin FCER, LLC, MPT of Houston-Eldridge FCER, LLC, MPT of Cedar Hill FCER, LLC, MPT of Allen FCER, LLC, MPT of Frisco FCER, LLC, MPT of Champion Forest FCER, LLC, MPT of Missouri City FCER, LLC, MPT of Pearland FCER, LLC, and MPT of Missouri City-Dulles FCER, LLC (collectively, the “MPT 2013 Lessors”), and MPT of Summerwood FCER, LLC, MPT of Fort Worth FCER, LLC, MPT of Carrollton AD, LLC, MPT of Converse FCER, LLC, MPT of McKinney FCER, LLC, MPT of Victory Lakes FCER, LLC, MPT of Conroe FCER, LLC, MPT of Houston Vintage AD, LLC, MPT of Helotes FCER, LLC, MPT of Highland

Facilities”): (a) that certain Master Lease Agreement, dated August 29, 2013, as amended (as amended, the “2013 Master Lease”) by and between the MPT 2013 Lessors and certain of the Adeptus Lessees<sup>3</sup>; (b) that certain Master Lease Agreement, dated September 26, 2014 (as amended, the “2014 Master Lease” and together with the 2013 Master Lease, the “Original Leases”) by and between MPT 2014 Lessors and certain of the Adeptus Lessees; (c) that certain Master Lease Agreement, dated April 20, 2015 (as amended, the “Colorado Master Lease”) by and between MPT Colorado Lessors and ADPT-CO MPT Holdings LLC (“Adeptus CO Holdco”); (d) that certain Master Sublease Agreement, dated April 20, 2015 (as amended, the “Colorado Master Sublease”) by and between Adeptus CO Holdco, UC Health Colorado Springs Hospital LLC and UC Health Broomfield Hospital LLC (collectively, the “Colorado JV Operator”); and (e) those certain subleases for the facilities leased for Dignity Health (Arizona) (the “Arizona JV”) and Texas Health Resources (Texas - Dallas Region) (the “Dallas JV”) with the applicable operator (collectively, the “Dallas and Arizona JV Subleases”, and together with the Original Leases, the Colorado Master Lease and the Colorado Master Sublease, the “MPT

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Village FCER, LLC, MPT of Cinco Ranch FCER, LLC, MPT of Frisco-Eldorado FCER, LLC, MPT of Rosenberg FCER, LLC, MPT of Creekside FCER, LLC, MPT of Frisco Custer FCER, LLC, MPT of DeSoto FCER, LLC, MPT of Chandler FCER, LLC, MPT of Gilbert FCER, LLC, MPT of Glendale FCER, LLC, MPT of Chandler-Ray FCER, LLC, MPT of Goodyear FCER, LLC, MPT of San Tan Valley FCER, LLC, MPT of Mesa-Eastmark AD, LLC MPT of Glendale Camelback FCER, LLC, MPT of Plano Preston FCER, LLC, MPT of Houston Antoine FCER, LLC, MPT of Katy 1463 FCER, LLC, MPT of Potranco FCER, LLC, MPT of Garland FCER, LLC, MPT of DeZavala FCER, LLC, MPT of Austin Riverside FCER, LLC, MPT of Columbus Salem FCER, LLC, and MPT of Cypress Fry FCER, LLC (collectively, the “MPT 2014 Lessors”), and MPT of Aurora FCER, LLC, MPT of Denver 48th FCER, LLC, MPT of Firestone FCER, LLC, MPT of Broomfield FCER, LLC, MPT of North Gate FCER, LLC, MPT of Thornton FCER, LLC, MPT of Fountain FCER, LLC, MPT of Commerce City FCER, LLC, MPT of Parker FCER, LLC, MPT of Longmont FCER, LLC, and MPT of Highlands Ranch FCER, LLC (collectively, the “MPT Colorado Lessors”) (the MPT 2013 Lessors, MPT 2014 Lessors and MPT Colorado Lessors, collectively, the “MPT Lessors”). MPT Op and MPT Lessors are referred to herein collectively as the “MPT Parties”.

<sup>3</sup> References to “Adeptus Lessees” refers to the entities designated by Holdings to be a “Lessee” under the 2013 Master Lease, the 2014 Master Lease or the Colorado Master Lease, as context dictates.



Leases”). Upon entry of the Interim Order and again upon entry of this Final Order, each Debtor that is a party to a MPT Lease hereby reaffirms, ratifies, and confirms that its obligations under the respective MPT Lease remains in full force and effect and agrees and confirms that each MPT Lease is legal, valid, enforceable, non-avoidable, duly and properly executed and a true lease.

(ii) Holdings executed (a) a Guaranty, dated August 29, 2013, guaranteeing the Adeptus Lessees’ obligations under the 2013 Master Lease; (b) a Guaranty dated September 26, 2014, guaranteeing the Adeptus Lessees’ obligations under the 2014 Master Lease; and (c) a Guaranty dated April 20, 2015, guaranteeing Adeptus CO Holdco’s and Colorado JV Operator’s obligations under the Colorado Master Lease and Colorado Master Sublease (collectively, the “MPT Guarantees”). Upon entry of the Interim Order and again upon the entry of this Final Order, Holdings hereby reaffirms, ratifies, and confirms that its obligations under the MPT Guarantees remain in full force and effect and agrees and confirms that each MPT Guaranty is legal, valid, enforceable, non-avoidable, and duly and properly executed.

(iii) As security for the payment of the obligations owed under the MPT Leases, (a) the applicable Adeptus Lessees granted the 2013 Lessors and the 2014 Lessors security interest in and liens upon certain of their property as set forth in the Original Master Leases and certain Letters of Credit were issued by Bank of America, N.A. in favor of MPT Parties (the “Original Master Leases Collateral”) and (b) Adeptus CO Holdco and the Colorado JV Operator granted the Colorado Lessors security interests in and liens upon certain of their property as set forth in the Colorado Master Lease and Colorado Master Sublease and certain Letters of Credit were issued by Bank of America, N.A. in favor of MPT Parties (the “Colorado

Collateral”, together with the Original Master Lease Collateral, the “MPT Collateral”; and all liens of the MPT Lessors on the MPT Collateral, collectively, the “MPT Liens”).

(iv) The MPT Liens are legal, valid, enforceable, non-avoidable, and duly and properly perfected security interests in and liens upon the MPT Collateral, as of the Petition Date and without giving effect to the Interim Order or this Final Order, Debtors are not aware of any liens or security interests having priority over the MPT Liens, except the Prepetition Liens to the extent set forth in the Intercreditor Agreement and Subordination Agreement.

(v) The MPT Liens were granted to the MPT Lessors for fair consideration and reasonably equivalent value, and were granted contemporaneously with the making of the financial accommodations secured thereby.

I. Cash Collateral. Subject to paragraph 21 hereof, each Debtor represents, stipulates, acknowledges, and agrees that:

(i) All cash, cash proceeds, and all other “cash collateral” (as defined in section 363(a) of the Bankruptcy Code) of the Prepetition Loan Parties wherever located and whether constituting original collateral, proceeds from advances or other loans, or proceeds of the Prepetition Collateral (except proceeds of Prepetition Collateral subject to Permitted Liens), are encumbered by the Prepetition Liens and, as such, constitute “cash collateral” of Prepetition Secured Parties (as such term is defined in section 363(a) of the Bankruptcy Code), except as set forth in the Intercreditor Agreement and Subordination Agreement.

(ii) For the avoidance of doubt, (a) pursuant to the Prepetition Loan Documents and section 552(b) of the Bankruptcy Code, Prepetition Agent, for the benefit of Prepetition Secured Parties, has a valid, duly perfected, first-priority lien upon and security

interest in and to all of the cash of Prepetition Loan Parties, whether obtained on, prior to, or after the Petition Date, except as set forth in the Intercreditor Agreement and Subordination Agreement, (which liens and security interests constitute and are included in the term “Prepetition Liens” as used herein), and (b) these funds, along with the proceeds of the Prepetition Collateral (whether such proceeds were obtained on, prior to or after the Petition Date) constitute “cash collateral” within the meaning of section 363(a) of the Bankruptcy Code.

J. Financing Need. An immediate and ongoing need exists for Debtors to obtain financing of the type sought herein, to continue the operation of their businesses as debtors-in-possession under chapter 11 of the Bankruptcy Code, and to reassure Debtors’ patients, vendors, customers, employees, and other constituents of their continued viability. Despite diligent efforts, Debtors have been unable to obtain financing in the form of unsecured credit allowable under section 503(b)(1) of the Bankruptcy Code as an administrative expense or solely in exchange for the grant of a special administrative expense priority pursuant to section 364(c)(1) of the Bankruptcy Code. Debtors are also unable to obtain financing in the form of a credit facility secured by liens that are junior to existing liens on property of their estates pursuant to section 364(c)(2) and (c)(3) of the Bankruptcy Code. Within the timeframe required by their need to avoid immediate and irreparable harm, Debtors can obtain financing in the amounts required by them only by the grant of liens, including priming liens pursuant to section 364(d) of the Bankruptcy Code, as hereinafter described, but Debtors have been unable to procure any such financing from any source other than DIP Agent and DIP Lenders.

K. DIP Facility.

(i) Debtors have requested that DIP Agent and DIP Lenders establish a secured lending facility in favor of Debtors (the “DIP Facility”) pursuant to which Debtors may obtain loans and other financial accommodations (the “DIP Loans”) in a maximum principal amount at any time outstanding not to exceed \$57,000,000; provided that the proceeds of such DIP Facility shall be used by Debtors in accordance with this Final Order and the DIP Loan Documents and solely for the purposes and amounts set forth in the Budget (as defined below).

(ii) DIP Secured Parties are willing to provide the DIP Facility, upon the terms and conditions set forth herein and in that certain Senior Secured Super-Priority Debtor-In-Possession Credit Agreement dated as of April 26, 2017 (together with all schedules, exhibits and annexes thereto, and as at any time amended, restated, supplemented or otherwise modified, the “DIP Loan Agreement” and, together with other agreements, instruments, and other documents executed or delivered in connection with the DIP Loan Agreement, as each may be amended, restated, supplemented, or otherwise modified from time to time, the “DIP Loan Documents”).

L. DIP Collateral. A condition to the willingness of DIP Secured Parties to establish the DIP Facility is that, as security for the prompt payment of all DIP Loans, all interest, fees, costs, expenses (including reasonable attorneys’ fees), and other charges at any time payable by Debtors under the DIP Loan Documents, DIP Agent, for the benefit of DIP Secured Parties, receive a security interest in and lien upon all of each Debtor’s assets (real and personal), whether in existence on or before Petition Date or created, acquired, or arising on or after the Petition Date and wherever located, including, without limitation, all of each Debtor’s accounts,

accounts receivable, money, chattel paper, commercial tort claims, copyrights, copyright licenses, deposit accounts, documents, equipment, fixtures, general intangibles, instruments, inventory, investment property, letter-of-credit rights, patents, patent licenses, pledged equity, software, supporting obligations, trademarks, trademark licenses, and books and records relating to any assets of a Debtor and all proceeds (including insurance proceeds) and products of the foregoing and all accessions to, substitutions, and replacements for, and rents and profits of, each of the foregoing, but excluding any of the Debtors' estates' causes of action, including avoidance actions, and any proceeds thereof, all as more fully described in the DIP Loan Agreement (all such real and personal property, and the proceeds thereof, being collectively hereinafter referred to as, the "DIP Collateral"). For avoidance of doubt, the DIP Collateral does not include any property owned by the MPT Lessors or MPT Op. DIP Secured Parties require that the liens and security interests in favor of DIP Agent must be first-priority security interests in and liens upon all of the DIP Collateral, solely as provided herein.

M. MPT Consent. In consideration for the relief granted in paragraph 14(vi) below, MPT Op, on behalf of itself and all of the MPT Lessors consents to the relief sought herein.

N. Adequate Protection. As a result of (i) the granting of priming liens and security interests herein pursuant to section 364(d) of the Bankruptcy Code; (ii) the use of Cash Collateral (as hereinafter defined) pursuant to section 363(c) of the Bankruptcy Code; (iii) the use, sale, or lease of certain collateral (other than Cash Collateral); and (iv) the imposition of the automatic stay pursuant to section 362(a) of the Bankruptcy Code, Prepetition Agent, for the benefit of Prepetition Secured Parties, is entitled to adequate protection for and to the extent of any

diminution in value of its interest in the Prepetition Collateral. Prepetition Secured Parties have consented to the terms and conditions in this Final Order.

O. Good Cause. Based upon the record presented at the Interim Hearing and the Final Hearing, it appears that good cause has been shown for the entry of this Final Order. The entry of this Final Order will minimize disruption of Debtors' businesses and operations and will preserve the assets of Debtors' estates for the benefit of their creditors, and is in the best interests of Debtors, their creditors, and their respective estates. The terms of the proposed financing appear fair and reasonable, reflect Debtors' exercise of prudent business judgment, and are supported by reasonably equivalent value and fair consideration.

P. Good Faith. Based upon the record presented at the Interim Hearing and the Final Hearing, the DIP Loan Documents have been negotiated in good faith and at arm's length among Debtors and DIP Secured Parties. Therefore, all extensions of credit to Debtors pursuant to the DIP Loan Documents are deemed to have been made by DIP Secured Parties in good faith within the meaning of section 364(e) of the Bankruptcy Code.

**NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED, AS FOLLOWS:**

1. Disposition. The DIP Financing Motion is hereby granted on a final basis to the extent and subject to the terms set forth herein with the foregoing findings incorporated herein by reference. Any objections to the DIP Financing Motion that have not previously been withdrawn or resolved are hereby overruled. This Final Order shall be valid, binding on all parties-in-interest, and fully effective immediately upon entry. Unless otherwise agreed to by the DIP Lenders and ordered by this Court, the term of this Final Order and the DIP Loan Documents

authorized hereunder shall expire, and the DIP Loans made pursuant to the DIP Loan Agreement and this Final Order shall mature and, together with all interest thereon and the other Postpetition Debt (as hereinafter defined), become due and payable (unless such DIP Loans and other Postpetition Debt become due and payable earlier pursuant to the terms of the DIP Loan Documents and this Final Order by way of acceleration or otherwise) August 22, 2017.

2. **Good Cause.** The ability of Debtors to obtain sufficient working capital and liquidity under the DIP Loan Documents is vital to the estates of Debtors and their creditors, so that Debtors can continue to operate their businesses in the ordinary course. Debtors' estates will be immediately and irreparably harmed if this Final Order is not promptly entered. Good cause has, therefore, been shown for the relief sought in the DIP Financing Motion.

3. **Good Faith.** Based upon the record presented at the Interim Hearing and the Final Hearing, the DIP Loan Documents and this Final Order have been negotiated in good faith and at arm's-length among Debtors and DIP Secured Parties. Any DIP Loans and/or other financial accommodations made to Debtors by DIP Secured Parties pursuant to the Interim Order and this Final Order and the DIP Loan Documents shall be deemed to have been extended by DIP Secured Parties in good faith, as that term is used in section 364(e) of the Bankruptcy Code, and DIP Secured Parties shall be entitled to all protections afforded thereunder.

4. **Authorization of Borrowing.** Debtors' execution of the DIP Loan Documents is hereby ratified and affirmed. Upon entry of the Interim Order and this Final Order, Debtors were and are immediately authorized to (a) obtain the DIP Loans and other extensions of credit (such DIP Loans and other extensions of credit collectively being referred to herein, as "DIP Credit Extensions") pursuant to the DIP Loan Documents and to incur any and all liabilities and

obligations thereunder and to pay all interest, fees, costs, expenses (including attorneys' fees) and other obligations provided for under the DIP Loan Documents; and (b) satisfy all conditions precedent and perform all obligations hereunder and thereunder in accordance with the terms hereof and thereof. No DIP Secured Party shall have any obligation or responsibility to monitor Debtors' use of the DIP Loans and may rely upon Debtors' representations that the amount of DIP Credit Extensions requested at any time, and the use thereof, are in accordance with the requirements of the Interim Order or this Final Order, the DIP Loan Documents, and Bankruptcy Rule 4001(c)(2). All DIP Credit Extensions and other Postpetition Debt shall be due and payable, and shall be paid, by Debtors in accordance with the requirements of this Final Order and the DIP Loan Documents. All fees, previously paid and payable, expenses, and/or costs reimbursed or reimbursable under the DIP Loan Documents, the Interim Order, this Final Order or otherwise by Debtors to DIP Secured Parties are hereby ratified and approved. Debtors are hereby authorized and directed to pay the foregoing, in accordance with the terms of the DIP Loan Documents and this Final Order, without the necessity of Debtors or any DIP Secured Party filing any further application with the Court for approval or payment thereof. Upon payment of such fees, such fees shall be deemed fully earned, indefeasibly paid, and non-refundable.

5. **Authority to Execute and Deliver Necessary Documents.** The DIP Loan Documents constitute valid and binding obligations of each Debtor, enforceable against each Debtor in accordance with their terms. In furtherance of the provisions of paragraph 4 of this Final Order, each Debtor is authorized and directed to do and perform all acts, to make, execute, and deliver all instruments and documents (including, without limitation, the execution of



security agreements, pledge agreements, mortgages, deeds of trust, deeds to secure debt, financing statements, and intellectual property filings), and to pay all filing and recording fees, in each case as may be necessary or, in the opinion of DIP Agent, desirable to give effect to any of the terms and conditions of the DIP Loan Documents, to validate the perfection of the DIP Liens (as hereinafter defined), or as otherwise required or contemplated by the DIP Loan Documents.

6. **Amendments.** Debtors and DIP Secured Parties are hereby authorized to implement, in accordance with the terms of the DIP Loan Documents, any amendments to and modifications of any of the DIP Loan Documents without further order of the Court on the following conditions: (a) the amendment or modification must not constitute a material change to the terms of the DIP Loan Documents, (b) copies of the amendment or modification must be served upon counsel for the Committee, the U.S. Trustee, counsel for the MPT Lessors and other interested parties that have, prior to entry into such amendment by Debtors and DIP Secured Parties, specifically made a written request for such notice to counsel for DIP Agent, and (c) notice of the amendment must be filed with the Court. To the extent the Committee objects to any amendment or modification, the Committee shall have five (5) calendar days to file such objection with the Court. Any amendment or modification that constitutes a material change, to be effective, must be approved by the Court. For purposes of this paragraph, a “material change” shall mean a change that operates to shorten the maturity of the DIP Facility, increase the aggregate amount of the commitments under the DIP Facility, increase the rate of interest other than as currently provided in or contemplated by the DIP Loan Documents, add specific Events of Default, enlarge the nature and extent of default remedies available to DIP Secured

Parties following an Event of Default, or include any changes to the economics, lien package or adequate protection.

7. **DIP Liens.** All DIP Credit Extensions, together with all interest, fees, expenses (including reasonable attorneys' fees) and other charges, at any time or times payable by Debtors to DIP Agent or any other DIP Secured Party in connection therewith or otherwise pursuant to the DIP Loan Documents (all such DIP Credit Extensions, interest, fees, expenses (including reasonable attorneys' fees) and other charges, are collectively referred to herein as, the "Postpetition Debt") shall be, and hereby are, secured by security interests and liens in favor of DIP Agent, for the benefit of DIP Secured Parties, with respect to all of the DIP Collateral, as follows:

(a) pursuant to section 364(c)(2) of the Bankruptcy Code, perfected first priority senior security interests in and liens upon all DIP Collateral that, as of the Petition Date, is not subject to valid, perfected and non-avoidable liens or to valid and unavoidable liens in existence on the Petition Date that are perfected thereafter (with a priority that relates back to a date prior to the Petition Date) as permitted by section 546(b) of the Bankruptcy Code; and

(b) pursuant to section 364(d)(1) of the Bankruptcy Code, perfected first priority, senior priming security interests in and liens upon all DIP Collateral that is at any time subject to the Primed Liens, all of which Primed Liens shall be primed by and subject and subordinate to the security interests and liens granted to DIP Agent, for the benefit of DIP Secured Parties, pursuant to the DIP Loan Documents and this Final Order; provided, however, that the DIP Liens on any leasehold interest of the Debtors

that constitute MPT Collateral shall be subject to sections 2.4(b)(ii), (iii), and (v) of the Intercreditor Agreement; provided, further, the DIP Liens shall not be senior to or prime any mechanics' liens or similar liens filed by Kimley-Horn & Associates that were properly perfected prior to the Petition Date or perfected following the Petition Date with such perfection relating back to a date prior to the Petition Date (all rights of any party to challenge the validity, priority, and extent of any such liens filed by Kimley-Horn & Associates is expressly reserved); provided, further, that any liens of the Local Texas Tax Authorities,<sup>4</sup> to the extent they are holders of allowed claims, shall not be primed by or subordinated to the DIP Liens or the Adequate Protection Liens, and proceeds from the sale of the collateral of the Local Texas Tax Authorities shall be segregated and accounted for pursuant to section 363(c)(4) of the Bankruptcy Code, with any liens of the Local Texas Tax Authorities attaching to such proceeds with the same validity, extent and priority as existed prior to the Petition Date.

All of the security interests and liens referred to above and those granted and conveyed pursuant to the DIP Loan Documents are referred to herein as, the "DIP Liens."

8. **Superpriority Claim.**

(a) Upon entry of the Interim Order, DIP Agent, for the benefit of DIP Secured Parties, was deemed to have, and continues to have, an allowed superpriority administrative expense claim (the "Superpriority Claim") pursuant to section 364(c)(1) of the Bankruptcy Code

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<sup>4</sup> For the purposes of this Final Order, the term "Local Taxing Authorities" means the Allen Independent School District, Bexar County, Cypress – Fairbanks Independent School District, Dallas County, Fort Bend County, City of Frisco, Galveston County, Harris County, Judson Independent School District, City of La Porte, Lewisville Independent School District, Montgomery County, Parker County Appraisal District, Rockwall Central Appraisal District, Tarrant County, and City of Wylie.

for all of the Postpetition Debt, having supreme priority over all other administrative expenses in these Chapter 11 Cases of the kind specified in or arising or ordered pursuant to sections 105(a), 326, 328, 330, 331, 503(a), 503(b), 506(c), 507(a), 507(b), 546(c), 726 or 1114 of the Bankruptcy Code, whether or not such expenses or claims may become secured by a judgment lien or other non-consensual lien, levy, attachment or otherwise; provided, however, that any of the Debtors' estates' causes of action, including avoidance actions, and any proceeds thereof shall not be subject to any Superpriority Claim asserted by the DIP Agent unless a plan of reorganization is confirmed by this Court over the objection of the DIP Agent.

(b) No lien or security interest granted to any DIP Secured Party under the Interim Order or under this Final Order, including the DIP Liens, shall (i) be subject to any prepetition or post-petition lien or security interest that is avoided and preserved for the benefit of Debtors' estates under section 551 of the Bankruptcy Code, or (ii) be subordinated to or made *pari passu* with any other lien or security interest under section 364(d) of the Bankruptcy Code, except as set forth herein.

(c) The DIP Liens, the Superpriority Claim, the Adequate Protection Liens, the Superpriority Adequate Protection Claim (as hereinafter defined), and other rights and remedies granted to DIP Agent, the other DIP Secured Parties, Prepetition Agent or the other Prepetition Secured Parties (as applicable) under the Interim Order and this Final Order shall continue in these and in any superseding case or cases under the Bankruptcy Code, and such liens and security interests shall maintain their priority as provided in the Interim Order and this Final Order until (i) with respect to DIP Agent and the other Secured Parties, all the Postpetition Debt has been indefeasibly satisfied in full in cash and the commitment is terminated in accordance

with the terms of the DIP Loan Agreement; and (ii) with respect to Prepetition Secured Parties, the indefeasible payment in full in cash of all the Prepetition Debt.

9. **DIP Surcharge; Marshalling; Section 552(b).**

(a) Subject and subordinate only to the Carve Out (defined below) and subparagraph (b), no costs or administrative expenses that have been or may be incurred in these Chapter 11 Cases, in any proceedings related hereto, or in any superseding chapter 7 cases and no priority claims are or will be prior to or on a parity with the Superpriority Claim of DIP Agent, for the benefit of DIP Secured Parties, for the Postpetition Debt. Subject and subordinate only to the Carve Out, in consideration of the DIP Facility, in no event shall any costs or expenses of administration be imposed upon any DIP Secured Party or any of the DIP Collateral pursuant to sections 506(c) and/or 105(a) of the Bankruptcy Code or otherwise without the prior written consent of DIP Agent, and no such consent shall be implied from any action, inaction, or acquiescence by any DIP Secured Party. No DIP Secured Party shall be subject in any way whatsoever to the equitable doctrine of “marshaling” or any similar doctrine with respect to the DIP Collateral securing any of the Postpetition Debt.

For purposes hereof, the “**Carve Out**” shall mean the following: (i) all statutory fees required to be paid by the Debtors to the Clerk of the Bankruptcy Court and to the Office of the U.S. Trustee in such amounts as agreed to by the U.S. Trustee or as determined by order of the Court under section 1930(a) of title 28 of the United States Code; (ii) all rent due and owing to MPT Lessors under the MPT Leases pursuant to Section 365(d)(3) of the Bankruptcy Code; and (iii) all accrued and unpaid reasonable fees, disbursements, costs, and expenses incurred by Professional Persons (defined below) and the patient care ombudsman and such patient care

ombudsman's PCO Professionals (defined below), which fees, costs and expenses (x) are within the Budget (as defined below), (y) are allowed by this Court or another court of competent jurisdiction at any time and (z) were incurred (regardless of when invoiced or applied for) at any time; provided that, without prejudice to the rights of the Professional Persons or the Debtors to contest any such objection, nothing in the Interim Order or this Final Order shall be construed to impair the ability of any party to object to any fees, expenses, reimbursements, or compensation sought by any such Professional Persons.

(b) Notwithstanding any other provision of this Order to the contrary, the Texas Health and Human Services Commission ("HHSC") and the Texas Department of State Health Services ("DSHS") have reserved (and this Final Order does not impair or enlarge) any rights of HHSC or DSHS to assert, pursuant to a further application to this Court after notice and an opportunity for a hearing thereon, that the collateral of any secured creditor should be surcharged pursuant to 11 U.S.C. § 506(c) for costs associated with closure of the Debtor's facility as contemplated by 11 U.S.C. § 503(b)(8), provided, however, that each of the Prepetition Secured Parties, the DIP Lenders, and MPT have reserved all rights to object and/or contest any such surcharge claims; and, further, notwithstanding anything contained herein to the contrary, nothing in this Order shall affect any rights of recoupment by HHSC or any exercise by HHSC thereof, but the Debtor or any subsequently appointed Trustee shall retain the right to exhaust administrative remedies to contest the dollar amount of any recoupment(s) effectuated. For the avoidance of doubt, nothing in this Final Order shall limit, create enlarge any recoupment rights of HHSC or any rights or defenses of the Debtor or any other party with respect thereto.

(c) In no event shall any costs or expenses of administration be imposed upon any Prepetition Secured Party or any of the Prepetition Collateral pursuant to sections 506(c) and/or 105(a) of the Bankruptcy Code or otherwise without the prior written consent of Prepetition Agent, and no such consent shall be implied from any action, inaction or acquiescence by Prepetition Agent or any other Prepetition Secured Party. No Prepetition Secured Party shall be subject in any way whatsoever to the equitable doctrine of “marshaling” or any similar doctrine with respect to the DIP Collateral securing any of the Prepetition Debt.

(d) Prepetition Secured Parties shall be entitled to all of the rights and benefits of section 552(b) of the Bankruptcy Code, and the “equities of the case” exception under section 552(b) of the Bankruptcy Code shall not apply to Prepetition Secured Parties with respect to proceeds, products, offspring or profits of any of the Prepetition Collateral.

10. **Repayment.** The Postpetition Debt shall be due and payable, and shall be paid, as and when provided in the DIP Loan Documents, without any right of rescission, setoff, counterclaim, or defense for any reason, unless and to the extent expressly otherwise agreed to in writing by DIP Agent. In no event shall Debtors be authorized to offset or recoup any amounts owed, or alleged to be owed, by any DIP Secured Party or any Prepetition Secured Party to Debtors or any of their subsidiaries or affiliates against any of the Postpetition Debt unless and to the extent without DIP Agent’s prior written consent.

11. **Budget; Permitted Uses of Loan Proceeds and Cash Collateral.**

(a) Attached hereto as Exhibit A and incorporated herein by reference is a 13-week budget with detailed line-items setting forth Debtors’ accounts payable on a weekly basis for the

period beginning as of the Petition Date through the 13-week period following the Petition Date (the “Budget”).

(b) Upon entry of the Interim Order, DIP Agent made a DIP Credit Extension to Debtors in an amount equal to funds set forth on the Budget necessary for the period from the Petition Date through the end of the second full week after the Petition Date, plus an additional amount agreed to by the DIP Agent and the Debtors to accommodate any Permitted Variances.

(c) Provided there is no Event of Default under the DIP Loan Agreement or violation of this Order, on each Wednesday thereafter, DIP Agent made and shall continue to make a DIP Credit Extension to Debtors in an amount equal to funds set forth on the Budget, plus any Permitted Variance (as hereinafter defined) for the immediately following one-week period.

(d) By not later than Wednesday of each calendar week after the Petition Date, Debtors have delivered and shall continue to deliver to DIP Agent a variance report in form and substance reasonably acceptable to the DIP Agent, comparing the actual disbursements of Debtors for the immediately preceding one-calendar week period to the Budget (the “Variance Report”). The Variance Report shall indicate whether there are any variances that exceed the “Permitted Variances”, which means for disbursements (excluding Professional Fees and Expenses) up to 10% of the disbursements line-item on the Budget in each case calculated weekly on a rolling two (2) week basis, with the testing that began after the passage of two (2) weeks from the Petition Date.

(e) Debtors are authorized to use the proceeds (including, without limitation, cash, accounts, negotiable instruments and any other property comprising “cash collateral” within the meaning of 11 U.S.C. § 363(a)) of any portion of the DIP Collateral (all such proceeds, whether



arising or collected prior to or after the Petition Date (including all cash on hand), being collectively referred to herein as, “Cash Collateral”) only for funding general working capital purposes and operating expenses in accordance with the Budget and the DIP Loan Agreement. Debtors are specifically authorized to use Cash Collateral to pay, in the ordinary course of business, all obligations arising under the (i) Management Services Agreement, dated as of October 21, 2014, between Adeptus Health Management LLC and AGH Phoenix LLC, (ii) Management Services Agreement, dated as of May 10, 2016, between Adeptus Health Management LLC and the FTH DFW Partners, LLC, (iii) Amended and Restated ER Facilities Management Services Agreement dated February 1, 2017, between Adeptus Health Management LLC and UC Health Partners LLC, to the extent set forth in the Budget, including obligations which arose prior to, but are payable after, the Petition Date and (iv) the MPT Leases.

(f) From and after the date of entry of the Interim Order until the indefeasible payment in full in cash of the Postpetition Debt, all proceeds of the DIP Collateral have been and shall be remitted to one or more existing deposit accounts maintained by Debtors with Bank of America, N.A. (“BoA”) prior to the Petition Date and subject to deposit account control agreements in favor of DIP Agent (the “BoA Accounts”). In no event shall Debtors maintain any cash or other funds in any deposit account or securities or investment account other than the BoA Accounts. Provided (i) no Event of Default has occurred hereunder, and (ii) Debtors comply with all the provisions of this Final Order and the DIP Loan Documents, Debtors may access the amounts in the BoA Accounts solely to the extent necessary to pay the items set forth in the Budget and authorized in the Interim Order, this Final Order and the DIP Loan Documents. All monies collected by Debtors shall be held in trust for the exclusive benefit of

Prepetition Secured Parties whether or not such monies are actually remitted to the BoA Accounts. Prior to the remittance to DIP Agent of any proceeds of the DIP Collateral required to be remitted to DIP Agent by this Final Order, Debtors shall be deemed to hold such proceeds in trust for the benefit of DIP Secured Parties.

(g) Notwithstanding any other provision of the Interim Order or this Final Order, the DIP Agent shall only make DIP Credit Extensions to fund the amounts listed in the Budget pertaining to the non-committed costs related to startup of the Debtors' Mesa, Arizona facility in the event the Debtors' request that such funding occur and the DIP Agent, in its sole discretion, consents.

12. **Fees and Expenses of Professional Persons.**

(a) Debtors are authorized, for so long as no Event of Default under the DIP Loan Documents has occurred and is continuing, to use proceeds of the DIP Loans (but not any other Collateral without the prior written consent of DIP Agent) solely for purposes authorized by the Interim Order and this Final Order and by the DIP Loan Agreement, including to pay such compensation and expense reimbursement (collectively, the "Professional Fees and Expenses") in accordance with the Budget (as defined below) of (i) professionals (including, without limitation, attorneys, accountants, appraisers, and consultants) retained by Debtors with Court approval (the "Debtor Professionals"); (ii) professionals (including, without limitation, attorneys, accountants, appraisers, and consultants) retained by any Committee with Court approval (the "Committee Professionals"); (iii) professionals (including, without limitation, attorneys, accountants, appraisers, and consultants) retained by the patient care ombudsman with Court approval (the "PCO Professionals," together with the Debtor Professionals and Committee

Professionals, “Professional Persons”), and (iv) members of a Committee, in each case only to the extent that such expense reimbursement is authorized to be paid on an interim basis pursuant to the Interim Professional Compensation Order (defined below) or approved by other Court order and, with respect to members of a Committee, otherwise comply with Section 503(b)(3)(F) of the Bankruptcy Code. In accordance with the procedures applicable to Professional Persons set forth in the Interim Professional Compensation Order, all Professional Persons shall submit to Debtors on or before the last day of each month for services rendered and expenses incurred in the preceding month, with copies concurrently sent to counsel for DIP Agent, the US Trustee, the Debtor’s counsel and counsel for the Committee, summary statements for compensation for services rendered and reimbursement of expenses incurred by them during the preceding month.

(b) Debtors are directed, for so long as no Event of Default under the DIP Loan Documents has occurred and be continuing, to deposit into an escrow account (the “Professional Expense Escrow”) maintained by the Debtors, the total line item amount set forth in the Budget for Professional Fees and Expenses, with such amounts to remain in escrow pending payment to the Professional Persons in accordance with an order of the Court approving procedures for interim compensation of professionals (the “Interim Professional Compensation Order”) or other order of the Court (as approved in writing by DIP Agent). Notwithstanding anything to the contrary in this or any other order or the DIP Loan Documents, the Professional Expense Escrow shall not be subject to the control of DIP Agent. So long as an Event of Default has not occurred under the DIP Loan Documents, Debtors shall be authorized to fund the Professional Expense Escrow; provided, however, in no event shall Debtors fund more than the specific line item amounts set forth in the Budget into the Professional Expense Escrow and allowed by the

Bankruptcy Court or to the Professional Persons or members of a Committee. Except as otherwise set forth in subparagraph (e) of this paragraph 12, the Debtors shall be authorized to remit payment from the Professional Expense Escrow to Professional Persons from time to time pursuant to the Interim Professional Compensation Order, without further Order of the Court.

(c) No DIP Secured Party shall have any duty to ensure that Debtors discharge any of their obligations under subparagraphs (a) and (b) of this paragraph 12. Neither Debtors nor any of their creditors shall have any claim to or interest in the escrowed Professional Fees and Expenses, provided, however, that to the extent any Professional Fees and Expenses or other amounts that are escrowed subsequently become disallowed or ordered to be disgorged by final order of the Court, or remain in escrow following full payment of all allowed Professional Fees and Expenses in the amount set forth in the Budget (the “Excess Escrow Funds”), such Excess Escrow Funds shall be paid over and delivered to (1) DIP Agent (for the pro rata benefit of DIP Secured Parties) for application to any Postpetition Debt and Prepetition Debt until indefeasibly paid in full and the DIP Loan Agreement is terminated, and (2) thereafter to Prepetition Secured Parties.

(d) Nothing in the Interim Order or this Final Order shall preclude any party from asserting any objections to professional fees and expenses sought to be paid under the provisions of sections 330, 331 and 503 of the Bankruptcy Code.

(e) Notwithstanding anything to the contrary in the Interim Order or this Final Order, if an Event of Default occurs under the DIP Loan Documents, Debtors shall not pay any further amounts into the Professional Expense Escrow.

(f) To the extent any Professional Fees and Expenses exceed the specific line item amounts set forth in the Budget, such Professional Persons (other than the Committee's retained counsel and financial advisor and the patient care ombudsman and PCO Professionals), shall be deemed to have waived any claim for payment of any such amount exceeding the specific line item Budget amount.

13. **Preservation of Rights Granted Under The Interim Order and this Final Order.**

(a) Unless and until the DIP Loans are paid in full, there shall not be entered in these Chapter 11 Cases or in any successor case any order that authorizes the obtaining of credit or the incurrence of indebtedness by Debtors (or any trustee or examiner) that is (i) secured by a security, mortgage, or collateral interest or lien on all or any part of the DIP Collateral that is equal or senior to the DIP Liens or (ii) entitled to priority administrative status that is equal or senior to the Superpriority Claim granted herein to DIP Agent, for the benefit of DIP Secured Parties.

(b) If any of these Chapter 11 Cases is dismissed, converted, or substantively consolidated, then neither the entry of the Interim Order, this final Order nor the dismissal, conversion, or substantive consolidation of any such Chapter 11 Case shall affect the rights of any DIP Secured Party under the DIP Loan Documents, the Interim Order or this Final Order, and all of the respective rights and remedies thereunder of DIP Secured Parties shall remain in full force and effect as if none of these Chapter 11 Cases had been dismissed, converted, or substantively consolidated. Debtors shall not seek, and it shall constitute an Event of Default if any Debtor seeks, or if there is entered, any order dismissing any of these Chapter 11 Cases. If

an order dismissing any of these Chapter 11 Cases is at any time entered (under sections 305 or 1112 of the Bankruptcy Code or otherwise), such order shall provide (in accordance with sections 105 and 349 of the Bankruptcy Code) that (a) the liens, security interests, and superpriority administrative expense status granted to DIP Agent, any other DIP Secured Party, Prepetition Agent or any other Prepetition Secured Party hereunder and in the DIP Loan Documents, as the case may be, shall continue in full force and effect, shall remain binding on all parties-in-interest and shall maintain their priorities as provided in the Interim Order and this Final Order until, as to DIP Secured Parties, all Postpetition Debt shall have been paid in full in cash and the commitment shall have been terminated in accordance with the DIP Loan Agreement, and (b) this Court shall retain jurisdiction, notwithstanding such dismissal, for purposes of enforcing the liens, security interests, and superpriority administrative expense status of DIP Secured Parties and Prepetition Secured Parties, as the case may be.

(c) The provisions of the Interim Order and this Final Order, and any actions taken pursuant hereto, shall survive the entry of and shall govern with respect to any conflict with any order that may be entered confirming any plan of reorganization or converting any of these Chapter 11 Cases from chapter 11 to chapter 7. In no event shall any plan of reorganization be allowed to alter the terms of repayment of any of the Postpetition Debt from those set forth in the DIP Loan Documents.

(d) The Postpetition Debt shall not be discharged by the entry of any order confirming a plan of reorganization in any of these Chapter 11 Cases and, pursuant to section 1141(d)(4) of the Bankruptcy Code, Debtors have waived such discharge.

14. **Adequate Protection.** As adequate protection for and solely to the extent of any diminution in value, if any, of their respective interests in the Prepetition Collateral resulting from (a) the granting of priming liens and security interests herein pursuant to section 364(d) of the Bankruptcy Code; (b) the use of Cash Collateral pursuant to section 363(c) of the Bankruptcy Code; (c) the use, sale or lease of their respective collateral (other than Cash Collateral); and (d) the imposition of the automatic stay pursuant to section 362(a) of the Bankruptcy Code:

(i) Interest at the non-default rate set forth in the Prepetition Loan Documents during the pendency of these Chapter 11 Cases has accrued and shall continue to accrue for the benefit of Prepetition Lenders;

(ii) Effective upon entry of the Interim Order, reaffirmed by this Final Order, and without the necessity of the execution of mortgages, security agreements, pledge agreements, financing statements or otherwise, Prepetition Agent, for the benefit of Prepetition Secured Parties, was granted valid, duly perfected and non-avoidable replacement security interests and liens in and to all of the DIP Collateral as partial adequate protection. Such liens are referred to herein, as the “Adequate Protection Liens.” Debtors shall not seek in any way to alter or cause to be subordinated the Adequate Protection Liens provided to Prepetition Agent by the Interim Order or this Final Order.

(iii) Upon entry of the Interim Order and reaffirmed by this Final Order, Prepetition Agent, for the benefit of Prepetition Secured Parties, had an allowed superpriority adequate protection claim to the extent the Adequate Protection Liens are not adequate to protect Prepetition Secured Parties against the diminution in value, if any, of the Prepetition Collateral (the “Superpriority Adequate Protection Claim”); provided, however, that avoidance actions and

any proceeds thereof shall not be subject to the Superpriority Adequate Protection Claim unless a plan of reorganization is confirmed over the objection of the DIP Agent or DIP Secured Parties. The Superpriority Adequate Protection Claim shall have priority over all other administrative expenses in these Chapter 11 Cases of the kind specified in or arising or ordered pursuant to sections 105(a), 326, 328, 330, 331, 503(a), 503(b), 506(c) (upon entry of final order with respect to the DIP Financing Motion), 507(a), 507(b), 546(c), 726 or 1114 of the Bankruptcy Code, whether or not such expenses or claims may become secured by a judgment lien or other non-consensual lien, levy, attachment or otherwise, subject to the Superpriority Claim granted to DIP Secured Parties in the Interim Order and reaffirmed in this Final Order.

(iv) Nothing herein shall be deemed to be a waiver by any (x) Prepetition Secured Party of its rights to request additional or further protection of its interest in any property of Debtors or (y) party to contest any such request or any claim relating to diminution in value or claim related thereto. Prepetition Secured Parties shall be deemed to have reserved all rights to assert entitlement to the protections and benefits of section 507(b) of the Bankruptcy Code in connection with any use, sale, or other disposition of any of the DIP Collateral, to the extent that the protection afforded by the Interim Order or this Final Order to Prepetition Agent's prepetition interests in any Collateral proves to be inadequate. Nothing herein shall change the Prepetition Secured Parties' burdens of proof regarding the amount of any adequate protection.

(v) For the avoidance of doubt, (x) the DIP Liens and Superpriority Claim shall be senior and prior to the Adequate Protection Liens and the Superpriority Adequate Protection Claim and (y) the DIP Liens, Superpriority Claim, the Adequate Protection Liens and



the Superpriority Adequate Protection Claim shall be senior and prior to and all other liens and claims.

(vi) Notwithstanding anything to the contrary herein, Debtors, Prepetition Secured Parties, and DIP Secured Parties agree that: (x) any allowed administrative expense claim of the MPT Lessors for unpaid rent incurred post-Petition Date, shall be paid in full and shall not be subordinate to payment of any claims and liens granted herein; and (y) neither the Interim Order or this Final Order shall be construed as an assumption or rejection of the MPT Leases, or as a determination or modification of any rights of the Debtors or the MPT Lessors under the MPT Leases, the Intercreditor Agreement, or applicable law, including without limitation Bankruptcy Code section 365.

15. **Automatic Perfection of Liens.**

(a) The DIP Liens and Adequate Protection Liens were deemed valid, binding, enforceable and perfected upon entry of the Interim Order and continue upon entry of this Final Order. DIP Agent and Prepetition Agent shall not be required to file any UCC-1 financing statements, mortgages, deeds of trust, security deeds, notices of lien or any similar document or take any other action (including possession of any of the DIP Collateral) in order to validate the perfection of any of the DIP Liens or Adequate Protection Liens. If DIP Agent or Prepetition Agent shall, in its discretion, choose to file any such mortgages, deeds of trust, security deeds or UCC-1 financing statements, or take any other action to validate the perfection of any part of the DIP Liens or Adequate Protection Liens, Debtors and their officers are directed to execute any documents or instruments as DIP Agent or Prepetition Agent shall reasonably request, and all such documents and instruments shall be deemed to have been filed or recorded at the time and

on the date of entry of the Interim Order. DIP Agent and Prepetition Agent may, in its discretion, file a certified copy of the Interim Order or this Final Order in any filing office in each jurisdiction in which a Debtor is organized or has or maintains any Collateral or an office, and each filing office is directed to accept such certified copy of the Interim Order and/or this Final Order for filing and recording without the imposition of any stamp, intangibles, recording or similar tax in accordance with the provisions of section 1146 of the Bankruptcy Code.

(b) Upon entry of this Final Order, pursuant to sections 363(b)(1) and 364(c)(2) of the Bankruptcy Code, any provisions in any of the leases of nonresidential real property under which any of Debtors is a lessee (each, a “Lease” and collectively, the “Leases”) and any provisions in any of the license agreements under which any of Debtors is a licensee, that require the consent or approval of one or more of Debtors’ landlords or licensors, as the case may be, in order for any Debtor to pledge or mortgage its interest in such Lease or other agreement, are and shall be deemed inconsistent with the provisions of the Bankruptcy Code and are and shall have no force and effect with respect to the transactions granting liens, security interests and mortgages by such Debtor in accordance with the DIP Loan Documents, provided, however, all terms and conditions of (i) the lease by and between Colorado Springs I Medical Properties, LLC, as landlord, and Debtor Adeptus Health Colorado Holdings LLC, as tenant, dated as of February 6, 2015 (the “Colorado Lease”); (ii) the lease by and between Hilliard Medical Properties, LLC, as landlord by assignment dated October 14, 2016, and Debtor ADPT-Columbus RE Holdings LLC, as tenant, dated as of September 23, 2016 (the “Ohio Lease”); (iii) the lease by and between AISHAR, LLC, as landlord, and Debtor ADPT-Houston RE Holdings LLC, as tenant, dated as of January 8, 2015 (the “Richmond, Texas Lease”); (iv) those leases by and among A-S

117 Shops at the Reserve, L.P., Brazos TC South Partnership A, L. P., and A-S 85 Victory Lakes Town Center, L.P., as lessors, and one of the Debtors, as tenant (any such leases, the “NewQuest Leases”); (v) the lease by and between Gorgee, Ltd., as landlord, and Debtor ADPT-DFW RE Holdings, LLC, as tenant, concerning the facility located at 3960 Legacy Drive, Plano, Texas (the “Gorgee Lease”); (vi) the lease by and between Pashmak, LLC, as landlord, and Debtor ADPT-Houston RE Holdings, LLC, as tenant, concerning the facility located at 10815 Kuykenduhall Rd., The Woodlands, Texas (the “Pashmak Lease”); and (vii) the MPT Leases shall remain in full force and effect and lessors under the Colorado Lease, the Ohio Lease, the Richmond, Texas Lease, the Gorgee Lease, and the Pashmak Lease, and MPT Lessors shall retain their respective consent rights described in the Colorado Lease, the Ohio Lease, the Richmond, Texas Lease, the NewQuest Leases, Gorgee Lease, Pashmak Lease, and the MPT Leases; and provided further that although MPT consents and agrees to the pledge and mortgage of Debtors’ interest in the MPT Leases as set forth herein, the lessors under the Colorado Lease, the Ohio Lease, the Richmond, Texas Lease, the NewQuest Lease, the Gorgee Lease, and the Pashmak Lease shall not be deemed to have provided their consent to any pledge or mortgage of the Debtors’ interests in the Colorado Lease, the Ohio Lease, the Richmond, Texas Lease, the NewQuest Lease, the Gorgee Lease, or the Pashmak Lease absent their subsequent express written consent to such pledge or mortgage of the Debtors’ interests.

(c) Notwithstanding anything to the contrary herein or in the Interim Order, to the extent the DIP Liens and/or the Adequate Protection Liens and/or any other liens granted pursuant to the Interim Order or this Final Order extend to the subleases or leases, including the Colorado Master Sublease and any related agreements and the Dallas and Arizona Subleases and

any related agreements, of certain facilities by the Arizona JV, Colorado JV Operator, the Dallas JV, or a subsidiary of the Arizona JV, Colorado JV Operator, or the Dallas JV (collectively, the “JV Tenants”), such liens shall be expressly subject to any and all protections and rights afforded to the JV Tenants under the Colorado Master Sublease or Leases or the Dallas and Arizona Subleases or Leases, and any related agreements, including, but not limited to, provisions providing for the non-disturbance of the JV Tenants.

16. **Events of Default; Remedies.**

(a) Subject to subparagraph (c) below, the automatic stay provisions of Section 362 of the Bankruptcy Code are vacated and modified without the need for further Court order to permit DIP Lenders, as applicable, upon the occurrence of an “Event of Default” under (and as defined in) the DIP Loan Agreement, and without any interference from the Debtors or any other party interest but subject to five (5) business days’ prior written notice (which may be delivered by electronic mail) (the “Remedies Notice Period”) to the Debtors, their counsel, counsel to the Committee, counsel to MPT OP, and counsel to the U.S. Trustee, to exercise all rights and remedies provided for in the DIP Loan Documents, the Interim Order, this Final Order, the Prepetition Loan Documents or under other applicable bankruptcy and non-bankruptcy law including, without limitation, the right to terminate the commitments under the DIP Loan Documents, (i) cease making DIP Loans and/or suspend or terminate the commitments under the DIP Loan Documents; (ii) declare all DIP Obligations immediately due and payable; (iii) in the case of the DIP Lender, take any actions reasonably calculated to preserve or safeguard the DIP Collateral and/or the Prepetition Collateral or to prepare the DIP Collateral and/or the Prepetition Collateral for sale; (iv) in the case of the DIP Lender, foreclose or otherwise enforce the DIP

Liens, the Prepetition Liens and the Replacement Liens on any or all of the DIP Collateral and/or the Prepetition Collateral; and (v) exercise any other default-related rights and remedies under the DIP Loan Documents, the Interim Order or this Final Order.

(b) The automatic stay of Section 362(a) of the Bankruptcy Code, to the extent applicable, shall be deemed terminated without the necessity of any further action by the Court in the event that the Debtors, the Committee, if any, and/or the U.S. Trustee have not obtained an order from this Court to the contrary prior to the expiration of the Remedies Notice Period. The Debtors, the Committee, if any, and/or the U.S. Trustee shall have the burden of proof at any hearing on any request by them to re-impose or continue the automatic stay of Section 362(a) of the Bankruptcy Code or to obtain any other injunctive relief.

(c) Immediately upon the DIP Lender's termination of the DIP Facility following the occurrence of a Termination Event, the DIP Lender may charge interest at the default rate set forth in the DIP Loan Documents without being subject to the Remedies Notice Period.

(d) The rights, remedies, powers and privileges conferred upon DIP Secured Parties and Prepetition Secured Parties pursuant to this Final Order shall be in addition to and cumulative with those contained in the Interim Order, the DIP Loan Documents and the Prepetition Loan Documents.

(e) The DIP Lender's exercise of its remedies pursuant to this paragraph 16 shall be subject to: (i) rights of the DIP Lender and any applicable landlord under applicable non-bankruptcy law, (ii) consent of the applicable landlord, or (iii) further order of the Court following notice and a hearing.

17. **Modification of Automatic Stay.** The automatic stay provisions of section 362 of the Bankruptcy Code, to the extent applicable, were, upon entry of the Interim Order and continue to be upon entry of this Final Order, lifted, vacated, modified, and/or terminated as to DIP Agent and the other DIP Secured Parties to the extent necessary to implement the provisions of the Interim Order, this Final Order and the DIP Loan Documents, thereby permitting all DIP Secured Parties and Prepetition Secured Parties to receive from Debtors all cash, checks, or other collections or proceeds from the DIP Collateral or proceeds of the DIP Credit Extensions for application to the Postpetition Debt and the Prepetition Debt, as applicable and as provided in the DIP Loan Documents, to file or record any UCC-1 financing statements mortgages, deeds of trust, security deeds, and other instruments and documents evidencing or validating the perfection of the DIP Liens and to enforce the DIP Liens upon default subject to the prior notice provisions of the Interim Order and this Final Order.

18. **Monitoring of Collateral.** Without limiting the rights of access and information afforded DIP Secured Parties under the DIP Loan Agreement, Debtors shall permit:

(a) representatives of DIP Agent to visit and have reasonable access to the business offices, facilities, premises, and books and records of Debtors during normal business hours to inspect any Collateral and to verify or to obtain supporting details concerning the financial information to be provided to DIP Agent hereunder or under any of the DIP Loan Documents.

(b) DIP Agent shall be authorized to retain appraisers, consultants and financial advisors, at Debtors' expense, which appraisers, consultants and advisors shall be afforded reasonable access to the DIP Collateral and Debtors' business offices, facilities, and premises, during normal business hours, for purposes of monitoring the business of Debtors, monitoring

and verifying Debtors' compliance with the terms of the DIP Loan Documents, the Interim Order, this Final Order, and appraising all or any part of the DIP Collateral. Debtor shall, *inter alia*, assist, cooperate, consult with, and provide to such persons all such non-privileged information as they may reasonably request under the circumstances.

(c) For the avoidance of doubt, the rights provided in this paragraph 18 shall be no more than the Debtors' rights under any applicable leases governing the Debtors' business offices, facilities, and premises.

19. **Subsequent Reversal or Modification.** Consistent with section 364(e) of the Bankruptcy Code, if any or all of the provisions of the Interim Order or this Final Order are hereafter reversed, modified, vacated or stayed on appeal, that action will not affect:

(a) the validity of any obligation, indebtedness, liability, DIP Lien, or Adequate Protection Lien granted or incurred by Debtors to any DIP Secured Party or any Prepetition Secured Party prior to the effective date of such stay, modification, or vacation; or

(b) the validity, enforceability, or priority of any DIP Lien, Adequate Protection Lien, priority, or right authorized or created under the original provisions of the Interim Order, this Final Order or pursuant to the DIP Loan Documents; or

(c) the validity or enforceability of any action taken pursuant to the Interim Order or this Final Order.

Notwithstanding any such reversal, stay, modification, or vacatur, any post-petition indebtedness, obligation, or liability incurred by Debtors to DIP Secured Parties under the DIP Loan Documents prior to the effective date of such action shall be governed in all respects by the original provisions of the Interim Order and this Final Order, and DIP Secured Parties shall be

entitled to all of the rights, remedies, privileges, benefits, and priorities granted herein and pursuant to the DIP Loan Documents, with respect to any such indebtedness, obligation, or liability. All DIP Credit Extensions under the DIP Loan Documents are made in reliance upon the Interim Order and this Final Order, and, therefore, the indebtedness resulting from such DIP Credit Extensions prior to the effective date of any stay, modification, or vacation of the Interim Order or this Final Order cannot (i) be subordinated, (ii) lose the priority of the DIP Liens or superpriority administrative claim status, or (iii) be deprived of the benefit of the status of the DIP Liens and Superpriority Claim granted to DIP Agent and/or any other DIP Secured Party under the Interim Order, this Final Order or the DIP Loan Documents, as a result of any subsequent order in these Chapter 11 Cases, or any superseding case, of Debtors.

20. **No Deemed Control.** By consenting to the Interim Order and this Final Order, making DIP Credit Extensions or administering the financing relationship with Debtors pursuant to the DIP Loan Documents, no DIP Secured Party shall be deemed to be in control of any Debtor or its operations or to be acting as a “responsible person,” “managing agent” or “owner or operator” (as such terms are defined in the United States Comprehensive Environmental Response, Compensation and Liability Act, as amended, or any similar state or federal statute) with respect to the operation or management of Debtors.

21. **Challenges to Liens and Claims.**

(a) Debtors have represented, acknowledged, stipulated, and agreed that all liens and security interests of Prepetition Agent and the other Prepetition Secured Parties in the Prepetition Collateral and the DIP Collateral are legal, valid, binding, enforceable, properly perfected, and non-avoidable, that the Prepetition Debt is allowable as a fully secured claim against Debtors,



and that the Prepetition Debt is valid, legal, binding, and enforceable and not subject to any contest, objection, recoupment, defense, counterclaim, offset, claim of subordination, claim of re-characterization, claim of avoidance of any nature, attack or challenge under the Bankruptcy Code, other applicable non-bankruptcy law or otherwise. Based on the foregoing, as of the date of entry of the Interim Order, subject to the challenge rights set forth below, Debtors waived and released any and all claims or causes of action against Prepetition Secured Parties and their respective officers, directors, employees, attorneys, agents or representatives relating to or arising in connection with the Prepetition Loan Documents.

(b) In consideration of DIP Secured Parties' agreement to provide DIP Credit Extensions pursuant to the DIP Loan Documents, each Debtor has waived and shall be barred from (i) challenging the amount, validity, extent, perfection, or priority of or seeking to set aside, avoid, offset or subordinate any of the Prepetition Loans or any liens or security interests of any Prepetition Secured Party in the Prepetition Collateral or the DIP Collateral and (ii) from asserting any other claims or causes of action against any Prepetition Secured Party including, without limitation, claims for lender liability or pursuant to sections 105, 510, 544, 547, 548, 549 or 550 of the Bankruptcy Code.

(c) The stipulations and admissions contained in this Final Order and the Interim Order shall be binding upon all other parties in interest, unless (a) the Committee or any other party in interest with requisite standing, has duly filed an adversary proceeding challenging the validity, enforceability, priority, perfection, amount or extent of any of the Prepetition Debt or Prepetition Agent's liens on the Prepetition Collateral in respect thereof or otherwise asserted any claims or causes of action against any Prepetition Secured Party or on behalf of Debtors'

estates by no later than (i) sixty (60) days following the appointment of the Committee, and (ii) any such later date agreed to in writing by the Prepetition Agent (the time period established by the later of the foregoing clauses (i) and (ii), the “Investigation Period” and each such action, a “Challenge Action”); and (b) an order is entered by a court of competent jurisdiction and becomes final and non-appealable in favor of the plaintiff sustaining any such challenge or claim in any such duly filed adversary proceeding. If no Challenge Action is filed during the Investigation Period, (i) the Prepetition Debt shall constitute an allowed claim of Prepetition Agent, for the benefit of Prepetition Secured Parties (without the necessity of the filing of proofs of claim by Prepetition Agent or any other Prepetition Secured Party), not subject to subordination and otherwise unavoidable, for all purposes in these Chapter 11 Cases and any subsequent chapter 7 case, (ii) Prepetition Agent’s liens on the Prepetition Collateral and the DIP Collateral shall be deemed legal, valid, binding, perfected, not subject to defense, counterclaim, offset of any kind, subordination and otherwise unavoidable, and (iii) Prepetition Agent, the other Prepetition Secured Parties, the Prepetition Debt, the Prepetition Loan Documents, and Prepetition Agent’s liens on the Prepetition Collateral and the DIP Collateral shall not be subject to any challenge by any party-in-interest seeking to exercise the rights of Debtors’ estates, including without limitation, any successor thereto. Notwithstanding anything herein to the contrary, the Committee is hereby granted standing to investigate, pursue and challenge the validity, enforceability, priority, perfection, amount or extent of the Prepetition Debt or Prepetition Agent’s liens on the Prepetition Collateral in respect thereof, and otherwise assert any claims or causes of action against any Prepetition Secured Party or on behalf of the Debtors’ estates.

22. **Joint Venture Protections.** Notwithstanding anything to the contrary in the Interim Order or this Final Order, the DIP Liens and/or Adequate Protection Liens and/or any other liens granted pursuant to the Interim Order or this Final Order shall not attach to any property of AGH Phoenix LLC, UCHealth Partners LLC, or FTH DFW Partners LLC (collectively the “Joint Ventures”), and nothing in this Final Order constitutes either (i) a determination that any property of the Joint Ventures is property of the Debtors’ estates, or (ii) authorization of the Debtors to use any property of any of the Joint Ventures in contravention of any contractual obligation between any of the Debtors and any of the Joint Ventures. The Debtors may only use any cash or other property of each Joint Venture in the Debtors’ possession solely to pay valid and necessary expenses of such Joint Venture in a manner consistent with the Budget and any agreement(s) applicable to such Joint Venture. The Debtors shall maintain their books and records such that any property of any Joint Venture is separately accounted for. By not later than the twentieth (20th) day of each calendar month after the Petition Date, the Debtors shall deliver to each Joint Venture (with a copy to the Committee Professionals) a variance report in form and substance reasonably acceptable to such Joint Venture, comparing the actual receipts and disbursements of the Debtors for the immediately preceding one-month period to the detailed Budget provided to such Joint Venture. Additionally, by not later than the Wednesday of each calendar week, the Debtors shall deliver to each Joint Venture an accounts payable aging report in form and substance reasonably acceptable to such Joint Venture (with a copy to the Committee Professionals). In the event any property from any Joint Venture that is in possession of the Debtors and is not used for valid and necessary payables of such Joint Venture during the periods for which the Interim Order and this

Final Order are in effect, such property shall be remitted to the applicable Joint Venture, free and clear of any interests of the DIP Lender and any other party. As additional adequate protection, each of the Joint Ventures is hereby granted a superpriority administrative expense claim (each, a “JV Superpriority Claim” and collectively, the “JV Superpriority Claims”) to the extent of any diminution of any such Joint Ventures’ property resulting from the Debtors’ use of such property inconsistent with this paragraph and the Budget. Nothing herein shall be construed as a determination, adjudication, waiver, or release of any of the rights, claims, or remedies of (x) any of the Joint Ventures against any of the Debtors or (y) any of the Debtors or the Committee against any of the Joint Ventures, including, without limitation, the amount of any JV Superpriority Claims, if any, all of which are expressly reserved.

23. **Indemnification.** Debtors are hereby authorized to and hereby agree, on a joint and several basis, to indemnify and hold harmless DIP Secured Parties, solely in their capacity as such, and each of their respective affiliates, directors, officers, shareholders, partners, employees, agents, representatives, attorneys, consultants, advisors, professionals and controlling persons, and each of their successors and permitted assigns (each, an “Indemnified Party”) from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses (including, without limitation, attorney’s fees) or disbursements of any nature whatsoever which may be imposed on, incurred by or asserted against an Indemnified Party in any way relating to or arising out of any of the DIP Loan Documents or any other document or transaction contemplated hereby or any action taken or omitted by DIP Agent or DIP Lenders under any of the DIP Loan Documents. No Indemnified Party shall have any liability (whether direct or indirect, in contract, tort or otherwise) to any Debtor or any of its subsidiaries or any

shareholders or creditors of the foregoing for or in connection with the transactions contemplated hereby, except to the extent such liability is determined by a court of competent jurisdiction in a final non-appealable judgment or order to have resulted solely from such Indemnified Party's gross negligence or willful misconduct. All indemnities of the Indemnified Parties shall be secured by the DIP Collateral and afforded all of the priorities and protections afforded to the DIP Loans under the Interim Order, this Final Order and the DIP Loan Documents. Notwithstanding anything to the contrary herein, the indemnification provided herein shall not extend to any DIP Secured Party or any of their respective affiliates, directors, officers, shareholders, partners, employees, agents, representatives, attorneys, consultants, advisors, professionals and controlling persons, and each of their successors and permitted assigns in their capacity as a Prepetition Secured Party. For the avoidance of doubt, DIP Agent shall be deemed to have exercised reasonable care in the custody and preservation of any DIP Collateral in its possession if such DIP Collateral is accorded treatment substantially equal to that which it accords its own property.

24. **Exculpation.** Nothing in the Interim Order, this Final Order, the DIP Loan Documents, or any other documents related to the transactions contemplated hereby shall in any way be construed or interpreted to impose or allow the imposition upon DIP Agent or any DIP Lender any liability for any claims arising from the postpetition activities of Debtors in the operation of their businesses. In addition, except for the safe custody of any DIP Collateral actually in the possession of DIP Agent and the accounting for moneys actually received by DIP Agent under any DIP Loan Documents, (a) DIP Agent and DIP Lenders shall not, in any way or manner, be liable or responsible for (i) the safekeeping of the DIP Collateral, (ii) any loss or

damage thereto occurring or arising in any manner or fashion from any cause, (iii) any diminution in the value thereof, or (iv) any act or default of any carrier, servicer, bailee, custodian, forwarding agency, or other person, and (b) all risk of loss, damage, or destruction of the DIP Collateral shall be borne by Debtors. Notwithstanding anything to the contrary herein, the exculpation provided herein shall not extend to any DIP Secured Party or any of their respective affiliates, directors, officers, shareholders, partners, employees, agents, representatives, attorneys, consultants, advisors, professionals and controlling persons, and each of their successors and permitted assigns in their capacity as a Prepetition Secured Party.

25. **Right to Credit Bid.** Prepetition Secured Parties and DIP Secured Parties shall have the right to, collectively, “credit bid” the full amount of their claims for the Prepetition Debt and the DIP Loans in connection with any sale of all or any portion of the Prepetition Collateral and the DIP Collateral, including, without limitation, sales occurring pursuant to section 363 of the Bankruptcy Code or included as part of any restructuring plan subject to confirmation or a sale or disposition by a chapter 7 trustee for any Debtor under section 725 of the Bankruptcy Code. In the event a Challenge Action results in a final order concluding that the Prepetition Secured Parties do not have valid Liens on any of the Prepetition Collateral, and such Prepetition Collateral is the subject of any “credit bid”, the Prepetition Secured Parties, at their sole option, may pay cash equal to the value of such Prepetition Collateral or may elect not to acquire such Prepetition Collateral.

26. **Plan Process.** An order approving a disclosure statement for a plan, acceptable to DIP Agent, shall be entered in these Chapter 11 Cases on or before the July 11, 2017. An order

confirming a plan of reorganization, acceptable to DIP Agent, shall be entered in these Chapter 11 Cases on or before August 22, 2017.

27. **Successors and Assigns.** The provisions of the Interim Order and this Final Order shall be binding upon all parties-in-interest in these Chapter 11 Cases, including, without limitation, DIP Secured Parties, Debtors and their respective successors and assigns, and shall inure to the benefit of DIP Secured Parties, Debtors and their respective successors and assigns, including, without limitation, any trustee, examiner, responsible officer, estate administrator or representative, or similar person appointed in a case for any Debtor under any chapter of the Bankruptcy Code or in any successor proceeding, whether under the Bankruptcy Code or otherwise. In no event shall any DIP Secured Party have any obligation to make DIP Credit Extensions to any chapter 7 or chapter 11 trustee appointed or elected for the estate of any Debtor.

28. **Binding Nature of Agreement.** Each of the DIP Loan Documents to which Debtors are and will become parties shall constitute legal, valid and binding obligations of Debtors, enforceable in accordance with their terms. The DIP Loan Documents have been or shall be properly executed and delivered to DIP Secured Parties by Debtors. The rights, remedies, powers, privileges, liens and priorities of DIP Secured Parties and Prepetition Secured Parties provided for in the Interim Order, this Final Order and in any other DIP Loan Document shall not be modified, altered or impaired in any way by any subsequent order (including a confirmation order or an order that extends any time period set forth herein) or by any plan of reorganization or liquidation in these Chapter 11 Cases or in any subsequent case under the Bankruptcy Code unless and until (a) with respect to DIP Secured Parties, the Postpetition Debt

has been indefeasibly paid, in full, in cash and the DIP Loan Documents are terminated in accordance therewith; and (b) with respect to Prepetition Secured Parties, the Prepetition Debt has been indefeasibly paid, in full, in cash and the Prepetition Loan Documents are terminated in accordance therewith.

29. **Priority of Terms; Budget.**

(a) To the extent of any conflict between or among the express terms or provisions of any of the Prepetition Loan Documents, the DIP Loan Documents, the DIP Financing Motion, any order of this Court, or any other agreements, the terms and provisions of this Final Order shall govern and control.

(b) For the avoidance of doubt, notwithstanding anything to the contrary in the Interim Order, this Final Order any of the DIP Loan Documents, or any other order entered by this Court or any other court of competent jurisdiction at any time and from time to time, Debtors shall not make any disbursements other than those set forth in the Budget, including the Permitted Variance. Without limiting the foregoing, notwithstanding any relief granted in any other order entered by the Court, but subject to the terms and conditions of the Interim Order and this Final Order, Debtors shall not make any expenditures authorized by such orders unless, and to the extent that, such expenditures are encompassed by and expressly included in the Interim Order, this Final Order, the DIP Loan Documents, and the Budget.

30. **No Waiver.** Neither the Interim Order nor this Final Order shall be construed in any way as a waiver or relinquishment of any rights that DIP Secured Parties or Prepetition Secured Parties may have to bring or be heard on any matter brought before this Court.



31. **Adequate Notice.** The notice given by Debtors of the Final Hearing was given in accordance with Bankruptcy Rules 2002 and 4001(c)(2) and the local rules of this Court. Under the circumstances, no further notice of the request for relief granted at the Final Hearing is required. Promptly after the entry of this Final Order, Debtors shall mail, by first class mail, a copy of this Final Order, to the Noticed Parties and shall file a certificate of service regarding same with the Clerk of the Court. Such service shall constitute good and sufficient notice of the Final Order.

32. **Reporting.** Any reporting the Debtors are required to provide to the DIP Lender hereunder or pursuant to the DIP Loan Agreement shall also be provided to counsel to the Committee contemporaneously with their provision to the DIP Lender.

33. **Entry of Order.** This Final Order shall take effect immediately upon execution hereof, notwithstanding the possible application of Bankruptcy Rules 4001(a)(3), 6004(g), 7062, 9014, or otherwise, and the Clerk of the Court is hereby directed to enter this Final Order on the Court's docket in these Chapter 11 Cases.

**###End of Order###**

Month	Week Ending	Fiscal Week #	Forecast/Actual	May-17		Jun-17		Jun-17		Jun-17		Jun-17		Jul-17		Jul-17		Jul-17		Aug-17		Aug-17		Total	Exit Costs
				1	2	3	4	5	6	7	Forecast	10,513.2	10,564.3	10,564.3	10,564.3	10,402.7	10,402.7	10,402.7	10,402.7	10,493.2	10,561.2	10,561.2	146,122.8		
Cash Receipts																									
1) Patient Revenue																									
2) Other Receipts																									
3) Total Cash Receipts																									
Cash Disbursements																									
4) Payroll, Payroll Taxes, Benefits, Physician Payroll																									
5) Rent & Other Occupancy																									
6) Other Operating Disbursements																									
7) Professional Fees																									
8) Bankruptcy Related Disbursements																									
9) Total Disbursements																									
10) Net Cash Flow Before Borrowing/(Pay down)																									
11) Beginning Est. Cash Balance - Bank																									
12) Plus: Net Cash Flow																									
13) Revolver Borrowings / (Pay downs)																									
14) Change in Float Inc / (Dec)																									
15) Ending Est. Cash Balance - Bank																									
16) Plus: Outstanding Checks																									
17) Ending Est. Cash Balance - Book																									
18) Memo: Non-Debtor Funding																									
19) Memo: DIP Balance <sup>(1)</sup>																									