UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

In re:	)	Chapter 11
PRONERVE HOLDINGS, LLC, *et al.*,[1]	)	Case No. 15-10373 (KJC)
Debtors.	)	Jointly Administered

FINDINGS OF FACT AND CONCLUSIONS OF LAW AND ORDER AUTHORIZING (A) SALE OF CERTAIN ASSETS TO SPECIALTYCARE IOM SERVICES, LLC PURSUANT TO SECTIONS 105(a), 363(b), AND 363(f) OF THE BANKRUPTCY CODE AND (B) ASSUMPTION BY THE DEBTORS, AND ASSIGNMENT TO SPECIALTYCARE IOM SERVICES, LLC, OF CERTAIN EXECUTORY CONTRACTS PURSUANT TO SECTION 365 OF THE BANKRUPTCY CODE

UPON THE MOTION, dated February 24, 2015 (the "***Motion***"), of ProNerve Holdings, LLC and each of its affiliated debtors in these consolidated chapter 11 cases (the "***Chapter 11 Cases***"), as debtors and debtors in possession (collectively, the "***Debtors***"), pursuant to sections 105(a), 363, and 365 of title 11 of the United States Code (the "***Bankruptcy Code***"), and Rules 2002, 6004, and 6006 of the Federal Rules of Bankruptcy Procedure (the "***Bankruptcy Rules***") for an order authorizing (a) the sale of certain assets of the Debtors to SpecialtyCare IOM Services, LLC ("***SpecialtyCare***") and (b) the assumption and assignment to SpecialtyCare of certain executory contracts of the Debtors;

AND A HEARING HAVING BEEN HELD by the Court to consider the Motion on April 10, 2015 (the "***Hearing***"), at which time all interested parties were offered an

[1] The Debtors, together with the last four digits of each Debtor's federal tax identification number, are ProNerve Holdings, LLC (1653); ProNerve, LLC (2155); Boulder Intraoperative Monitoring, LLC (9147); Colorado Intraoperative Monitoring, LLC (5837); Denver South Intraoperative Monitoring, LLC (3164); Eugene Intraoperative Monitoring, LLC (0718); ProNerve Technologies, LLC (1814); Riverside Intraoperative Monitoring, LLC (6963); and Topeka Intraoperative Monitoring, LLC (6151). The location of the Debtors' corporate headquarters and the service address for all Debtors is 7600 E. Orchard Road, Suite 200 N, Greenwood Village, Colorado 80111.

opportunity to be heard regarding the Motion, the Asset Purchase Agreement (defined herein), and the transactions contemplated by the Asset Purchase Agreement;

AND IT APPEARING that the Court has jurisdiction over this matter;

AND IT FURTHER APPEARING that the relief requested in the Motion is in the best interests of the Debtors and their estates;

AND after consideration of the objections to the Motion (collectively, the "***Objections***");

NOW, THEREFORE, upon the record set forth by the Debtors, including the Motion, the files and pleadings in the Chapter 11 Cases, and the record of the Hearing, and after due deliberation and sufficient cause appearing therefor, the Court hereby finds as follows:

I.

FINDINGS OF FACT[2]

A. Background

1. On February 24, 2015, each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code (the "***Petition Date***").

2. By previous order of this Court, the Chapter 11 Cases are being jointly administered pursuant to Bankruptcy Rule 1015.

3. The Debtors continue to operate their business and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

[2] Any finding set forth under the heading "Findings of Fact" that may also be considered, in whole or in part, to constitute a conclusion of law shall be deemed set forth under the heading "Conclusions of Law" as if set forth in full therein. All findings and conclusions of law announced by the Bankruptcy Court at the Hearing in relation to the Motion are hereby incorporated to the extent not inconsistent herewith.

4. No trustee or examiner has been appointed in the Chapter 11 Cases. On March 6, 2015, the United States Trustee appointed a committee of unsecured creditors pursuant to section 1102 of the Bankruptcy Code.

5. On February 24, 2015, the Debtors and SpecialtyCare entered into that certain Asset Purchase Agreement under which SpecialtyCare agreed to purchase certain of the assets and liabilities of the Debtors (the "***Asset Purchase Agreement***").

6. On December 20, 2012, the Debtors entered into that certain Credit Agreement (the "***Prepetition Loan Agreement***") among ProNerve, LLC, as Borrower, the guarantors named therein (which includes the other Debtors), and General Electric Capital Corporation, as Agent, and General Electric Capital Corporation and Regions Capital Markets, as lenders. Pursuant to the Prepetition Loan Agreement, the lenders agreed to extend to the Borrower (i) term loans in the aggregate principal amount of $30 million, (ii) delayed draw term loans in an aggregate principal amount not to exceed $10 million, and (iii) revolving loans in an aggregate principal amount not to exceed $10 million (collectively, the "***Prepetition Loan***"). As of the Petition Date, $43,176,850.17 is due and owing under the Prepetition Loan Agreement. In connection with the execution of the Asset Purchase Agreement and the transaction contemplated herein, the Debtors and the lenders under the Prepetition Loan requested that SpecialtyCare purchase the Prepetition Loan from such lenders. Pursuant to that certain Purchase and Sale Agreement for Distressed Trades, dated February 24, 2015, SpecialtyCare purchased the Prepetition Loan and is the successor lender under the Prepetition Loan (the "***Prepetition Lender***").

7. SpecialtyCare also agreed in the Asset Purchase Agreement to provide the Debtors with a $2.5 million principal amount debtor in possession credit facility pursuant to that certain Debtor in Possession Credit Agreement dated as of February 24, 2015 between the Debtors and SpecialtyCare as lender (the "***DIP Lender***").

B. The Auction Process

8. Prior to commencing these Chapter 11 Cases, Alvarez & Marsal Healthcare Industry Group, LLC ("***A&M***") and ProNerve Holdings LLC's board of managers determined that the value of the Debtors' estates and the potential recovery for the Debtors' unsecured creditors would be maximized if the Debtors' business could be sold as a going concern. ProNerve's board of managers determined that there was neither the time nor the available liquidity to interview and retain an investment banker to conduct a traditional investment banking process, and therefore instructed A&M to seek out qualified purchasers who satisfied the size criteria and risk profile to consummate the purchase of a distressed company similar to the Debtors and also had a familiarity with the Debtors from previous merger and acquisition discussions.

9. Since January 2015, A&M has contacted eight potential purchasers, comprised of three strategic companies, one individual, and four financial buyers. Of these potential purchasers, one indicated that it was not interested and seven indicated an interest. Of the seven potential purchasers that indicated an interest, six signed confidentiality agreements and obtained access to confidential information describing the Debtors' operations and historical and projected financial performance. Of these potential purchasers, four submitted a non-binding term sheet.

10. The Debtors ultimately agreed to a non-binding term sheet, under which the purchaser would acquire substantially all of the Debtors' assets for cash consideration through an auction in these Chapter 11 Cases pursuant to Bankruptcy Code section 363 and serve as the stalking horse bidder. However, several days after executing the term sheet, the purchaser stated its intent to withdraw from the sale process entirely.

11. Immediately thereafter, the Debtors and their advisors contacted certain affiliates and advisors of SpecialtyCare, which had previously submitted a non-binding term sheet during the initial sale process. After negotiations between the parties, the Debtors ultimately agreed to a non-binding term sheet with SpecialtyCare.

12. Accordingly, on January 28, 2015, the Debtors and SpecialtyCare signed a term sheet memorializing the terms of a non-binding agreement in principle to acquire the Debtors' assets.

13. After extensive, arm's-length, good faith negotiations among SpecialtyCare, the Debtors, and their respective advisers, the Debtors and SpecialtyCare executed the Asset Purchase Agreement. A copy of the Asset Purchase Agreement is annexed to the Motion as **Exhibit A**. Any capitalized term used but not defined in this order shall have the meaning ascribed to such term in the Asset Purchase Agreement. Pursuant and subject to the terms and conditions of the Asset Purchase Agreement, SpecialtyCare has agreed to purchase the "***Acquired Assets***" from the Debtors. In the event of any inconsistency or conflict between the summary of the provisions of the Asset Purchase Agreement set forth herein and the terms of the Asset Purchase Agreement, the Asset Purchase Agreement controls.

14. The nature of the Debtors' business is such that their continued operation relies to a significant degree on their relationships with various healthcare providers to which the Debtors provide intraoperative neurophysiologic monitoring ("***IOM***") services (the Debtors' core service offering). The Debtors anticipated that, immediately upon becoming aware of these Chapter 11 Cases, their competitors would attempt to interfere with the Debtors' relationships with these healthcare providers. If successful, this would have had a significant adverse impact on the Debtors' ability to continue as a going concern. The Debtors had already become aware of at least two instances where this had happened in the weeks leading up to the Petition Date.

15. The technologists employed by the Debtors and the physicians employed by certain of the Debtors' affiliated practice entities (the "***Affiliated Practices***") are critical to the Debtors' ability to continue as a going concern. One of the conditions to the SpecialtyCare's obligation to consummate the transactions contemplated by the Asset Purchase Agreement was that a certain minimum number of individuals who were offered employment by SpecialtyCare must accept such employment. The Debtors had no doubt that, immediately upon becoming aware of these Chapter 11 Cases, their competitors would attempt to poach the technologists and physicians employed by the Debtors and the Affiliated Practices. The Debtors had already become aware of several instances in which this had happened in the weeks leading up to the Petition Date.

16. The Debtors' senior management had experienced a significant amount of turnover, including four different CEOs and four different CFOs over the past three years. Any delay in these Chapter 11 Cases to effectuate a sale of the Debtors' assets would have likely led to more instability among the Debtors' senior management, thereby depleting the value of the Debtors' estates.

17. As part of the Debtors' efforts to realize the highest and best value for their business and to emerge from chapter 11, on March 11, 2015, the Debtors obtained an order of the Court that established bidding procedures for a sale of the Debtors' business (the "***Auction***") and scheduled various dates relating to the Auction (the "***Bidding Procedures Order***"). Specifically, the Bidding Procedures Order set April 6, 2015, as the deadline for the submission of initial bids by interested bidders; April 8, 2015, as the date for the Auction; and April 10, 2015, as the date on which the Court would hold a hearing to approve the successful bidder selected at the Auction (the "***Successful Bidder***").

18. The Debtors and their professionals adequately marketed the transaction contemplated by the Asset Purchase Agreement to all potential purchasers in accordance with the Bidding Procedures Order. The sale and marketing process afforded all potential bidders a full, fair, and reasonable opportunity to submit a higher or otherwise better offer to purchase the Acquired Assets.

19. The Debtors' determination that the offer reflected in the Asset Purchase Agreement constitutes the highest and best offer for the Acquired Assets constitutes a valid and sound exercise of the Debtors' business judgment. SpecialtyCare has complied in all respects with the Bidding Procedures Order and any other applicable order of the Bankruptcy Court in negotiating and entering into the Asset Purchase Agreement.

C. Sale Hearing

20. The Bankruptcy Court conducted the Hearing on April 10, 2015, at which time the Bankruptcy Court considered the Motion, the evidence and testimony presented, and the

statements and argument of counsel in support of the Motion, the Asset Purchase Agreement, and the transactions contemplated by the Asset Purchase Agreement.

21. All objections to the relief requested in the Motion, whether timely or untimely and whether written or made orally at the Hearing, were heard and considered by the Bankruptcy Court. [Except as otherwise provided herein, All such objections were either overruled by the Bankruptcy Court or were withdrawn as a result of an agreement between the objecting party and the Debtors.

D. Sound Business Purpose

22. The Debtors have demonstrated good, sufficient, and sound business purposes and justifications for consummation of the transaction contemplated by the Asset Purchase Agreement outside of the ordinary course of business and in accordance with the requirements of section 363(b) of the Bankruptcy Code. The value of the Debtors' business is not likely to increase if the Debtors continue to operate their business during the pendency of the Chapter 11 Cases. Indeed, the value of the Debtors' estates is likely to decrease the longer the time spent before consummating the transfer of the Acquired Assets. SpecialtyCare has agreed that the Debtors' estates may retain cash in the amount of $1,690,000, and SpecialtyCare has agreed to reimburse the Debtors' professionals for reasonable fees and expenses incurred prior to the Closing Date in connection with the litigation commenced by the Debtors against Medsurant, LLC and Jordan Klear and allowed by order of the Bankruptcy Court in an amount not to exceed $75,000. [Additionally, SpecialtyCare has agreed to promptly reimburse the Debtors' estates for all expenses incurred by the Debtors to vendors and employees in the ordinary course of business and in connection with the Debtors' operations prior to the Closing Date, upon providing SpecialtyCare with a copy of the invoice representing such expenses and to the extent that such incurred expenses have not yet been paid by the Debtors prior to the Closing Date.] The value of the Debtors' estates, and subject to a cap of $1.37 million.

will be maximized through a sale of the Acquired Assets on a going concern basis rather than through a piecemeal liquidation or a potentially delayed sale pursuant to a plan of reorganization.

23. Given the substantial amount of secured debt owed to the DIP Lender and under the Prepetition Loan, the continuing need for working capital in a business such as the Debtors', and the importance of retaining employees to the continued success of the Debtors' business, the sale of the Acquired Assets is the best means of obtaining a recovery for all creditors in the Chapter 11 Cases.

24. A sale pursuant to sections 105(a) and 363(b) of the Bankruptcy Code, rather than a potentially delayed sale pursuant to a plan of reorganization, also may prevent the continued accrual of postpetition, administrative expense obligations under various unexpired leases and executory contracts that are critical to the Debtors' business but that are not proposed to be acquired by SpecialtyCare in the Asset Purchase Agreement.

25. Approval of the Asset Purchase Agreement pursuant to sections 105(a) and 363 of the Bankruptcy Code also is necessary in order to preserve the value of the Debtors' business. The Debtors' primary assets are their base of professionals and relationships with healthcare providers. The Debtors have determined, in their reasonable business judgment, that the Acquired Assets will have the greatest value if promptly sold. It is also important that the transactions contemplated by the Asset Purchase Agreement be consummated as expeditiously as possible so as to avoid any potential loss of the Debtors' healthcare provider relationships that may be caused by uncertainty about the future of the Debtors' business.

26. A potential delay in the sale process also renders it more difficult for the Debtors to retain its employees because the Debtors anticipate that, immediately upon becoming

aware of the Chapter 11 Cases, their competitors will attempt to poach the Debtors' employees. In order to enable the Debtors to perform their obligations under the Asset Purchase Agreement, the Debtors seek to proceed to a Closing under the Asset Purchase Agreement promptly so as to avoid (if at all possible) the problems associated with employee attrition.

27. As a result, the proposed sale to SpecialtyCare pursuant to sections 105(a) and 363 of the Bankruptcy Code upon the terms and conditions set forth in the Asset Purchase Agreement is the optimal vehicle for creating value for the benefit of the Debtors' estates. The transactions contemplated by the Asset Purchase Agreement maximize the value of the Acquired Assets because the Acquired Assets are being sold as part of a going concern, and the continuity and remaining goodwill value associated with the Acquired Assets are being preserved.

28. Time is of the essence in closing the transaction contemplated by the Asset Purchase Agreement. Accordingly, to maximize the value of the Acquired Assets on a going concern basis, it is essential that the consummation of the transaction occur within the time constraints set forth in the Asset Purchase Agreement.

29. The Asset Purchase Agreement does not specify the terms of, or any distributions under, any subsequent chapter 11 plan of reorganization by the Debtors (other than provisions that are consistent with the sale of assets under the Asset Purchase Agreement and the relief granted hereunder).

E. Fair Purchase Price

30. The total consideration to be provided by SpecialtyCare under the Asset Purchase Agreement is the highest and best offer received by the Debtors and constitutes fair

value, fair, full, and adequate consideration, reasonably equivalent value, and reasonable market value for the Acquired Assets.

31. The terms of the Asset Purchase Agreement and the transactions contemplated therein are fair and reasonable under the circumstances of the Debtors' business and their Chapter 11 Cases.

F. Notice of the Motion

32. Written notice (the "***Notice***") of the Motion and the Hearing was provided via facsimile, overnight delivery, and/or hand delivery, to the following parties: (i) the Office of the United States Trustee for the District of Delaware, (ii) the entities listed on the Consolidated List of Creditors Holding the 30 Largest Unsecured Claims filed pursuant to Bankruptcy Rule 1007(d); (iii) counsel to SpecialtyCare, as purchaser under the Asset Purchase Agreement, Prepetition Lender, and DIP Lender; (iv) the Debtors' landlords; (v) the Internal Revenue Service; (vi) all potential buyers previously identified or solicited by the Debtors or their advisors and any additional parties who have previously expressed an interest to the Debtors or their advisors in potentially acquiring the Debtors' assets; (vii) other potentially interested parties identified by the Debtors or their advisors; and (viii) all parties entitled to notice pursuant to Local Rule 9013-1(m).

33. The Notice was adequate and sufficient under the circumstances, and the Debtors complied with the various applicable requirements of the Bankruptcy Code, the Local Rules, and the Bankruptcy Rules in providing notice of the Motion and the relief requested therein.

G. Good Faith of SpecialtyCare

34. SpecialtyCare is purchasing the Acquired Assets and has entered into the Asset Purchase Agreement at arm's length and in good faith. Accordingly, SpecialtyCare is a "good faith purchaser" within the meaning of section 363(m) of the Bankruptcy Code, and SpecialtyCare is, therefore, entitled to the protections of such provision. The good faith of SpecialtyCare is evidenced by, among other things, the following facts:

a. The sale process conducted by the Debtors was at arm's length, non-collusive, in good faith, and substantively and procedurally fair to all parties.

b. All payments to be made by SpecialtyCare in connection with the Asset Purchase Agreement have been disclosed.

c. SpecialtyCare has not violated the provisions of section 363(n) by any action or inaction.

d. SpecialtyCare is a third party purchaser and is unrelated to any of the Debtors. Neither SpecialtyCare, nor any of its affiliates, officers, directors, members, partners, or principals, or any of their respective representatives, successors, or assigns is an "insider" of any of the Debtors, as that term is defined in section 101(31) of the Bankruptcy Code.

e. The Debtors and SpecialtyCare have engaged in substantial arm's length negotiations, in good faith. The Asset Purchase Agreement is the product

of this bargaining among the parties and, in many cases, reflects substantial concessions made by SpecialtyCare in an effort to accomplish the transactions contemplated by the Asset Purchase Agreement.

35. The sale of the Acquired Assets pursuant to the Asset Purchase Agreement, all covenants in and conditions thereto, and all relief requested in the Motion, is an integrated transaction, meaning that each component is an essential part of every other component and that the entire transaction can be consummated only if all of its components are consummated. Accordingly, the entire transaction is subject to, and is protected by, the provisions of section 363(m) of the Bankruptcy Code.

H. Sale Free and Clear under Section 363(f)

36. Based on the record established by the Debtors, with the exception of (i) the liens granted to SpecialtyCare under the DIP Financing, and (ii) the liens granted to the Prepetition Lender under the Prepetition Loan, no other entity has any lien or encumbrance against or interest in the Acquired Assets or claims against the Acquired Assets (other than unsecured claims asserted in the Chapter 11 Cases).

37. The DIP Financing will be satisfied by means of a credit to the Purchase Price under the Asset Purchase Agreement, and a portion of the Prepetition Loan will be satisfied by means of a credit against the Purchase Price under the Asset Purchase Agreement. SpecialtyCare, as the sole lender under the Prepetition Loan, has consented to the sale of the Acquired Assets under the Asset Purchase Agreement free and clear of all liens granted under the Prepetition Loan Agreement.

38. The Debtors are not aware of any other liens on the Acquired Assets. To the extent any other liens, claims, or interests exist on or in the Acquired Assets, the Debtors have proposed that any such liens, claims, interests, and encumbrances with respect to the Acquired Assets attach to the sale proceeds the Debtors receive for the sale of the Acquired Assets. Those liens will attach in the same order of priority, with the same validity, force, and effect that such creditor had prior to such sale, and subject to any claims and defenses the Debtors may possess with respect thereto. The interests of the holders of such liens and encumbrances are being adequately protected pursuant to the provisions of this order.

39. Accordingly, the Debtors have satisfied the standard set forth in section 363(f) for selling the Acquired Assets free and clear of all liens, claims, interests, and encumbrances.

I. No Successor Liability

40. To the greatest extent allowed by applicable law, with the sole exception of the Assumed Liabilities, as expressly set forth in the Asset Purchase Agreement, SpecialtyCare is not expressly or impliedly agreeing under the terms and conditions of the Asset Purchase Agreement to assume any of the debts of the Debtors.

41. To the greatest extent allowed by applicable law, the transaction does not amount to a consolidation, merger, or *de facto* merger of SpecialtyCare and the Debtors.

42. To the greatest extent allowed by applicable law, SpecialtyCare is not merely a continuation of the Debtors.

43. To the greatest extent allowed by applicable law, SpecialtyCare and the Debtors are not entering into the Asset Purchase Agreement fraudulently or in order to escape liability for the Debtors' obligations.

J. Sale Free and Clear Required by SpecialtyCare

44. In connection with the Asset Purchase Agreement, SpecialtyCare expressly negotiated for the protection of obtaining the Acquired Assets free and clear of all liens, claims, interests, and encumbrances (including, without limitation, any potential successor liability claims, to the greatest extent allowed by applicable law). The Debtors believe that SpecialtyCare would have paid substantially less consideration for the Acquired Assets if SpecialtyCare were not buying the Acquired Assets free and clear of any claims, specifically including any successor liability claims.

K. Hearing on the Transaction

45. The Court conducted the Hearing, at which time the Court considered the Motion, the evidence and testimony presented, and the statements and argument of counsel in support of the Motion and the approval of the Asset Purchase Agreement.

46. ~~All~~ Except with respect to the Contracts Objections (as defined below), all objections to the relief requested in the Motion, including, without limitation, the Objections, whether timely or untimely and whether written or made orally at the Hearing, were heard and considered by the Court. All such objections were either overruled by the Court or were withdrawn as a result of an agreement between the objecting party and the Debtors.

L. Approval of the Transaction

47. SpecialtyCare is a third party purchaser presently unrelated to any of the Debtors.

48. The terms of the transaction, as set forth in the Asset Purchase Agreement, are fair and reasonable.

49. The transaction contemplated by the Asset Purchase Agreement is in the best interests of the Debtors and their estates.

50. The consideration proposed to be paid by SpecialtyCare under the Asset Purchase Agreement represents a fair and reasonable offer.

M. Assumption and Assignment of the Contracts

51. Pursuant to the Asset Purchase Agreement, the Debtors are required, as a condition to the obligation of SpecialtyCare to close, to assume and assign to SpecialtyCare the "***Assumed Contracts***," and the schedule of all the "***Contracts***" that may be Assumed Contracts will be attached to the Motion (the "***Assumed Contracts Schedule***").

52. At or before the Closing, SpecialtyCare may elect to exclude any Contract as an Assumed Contract (in which case it shall become an "***Excluded Contract***") by providing to the Debtors written notice of its election to exclude such Contract. On or before the Closing, SpecialtyCare may elect to treat each such Contract as an Excluded Contract or as a "***Designated Contract.***" If such Contract is a Designated Contract, then SpecialtyCare may proceed to Closing and determine whether to treat the Designated Contract as an Assumed Contract or an

Excluded Contract within two (2) Business Days after resolution of such objection (whether by the Court's order or by agreement of SpecialtyCare and the Contract counterparty).

53. Parties to the following Contracts have timely objected to the assumption or assignment or the amount of the "***Cure Costs***" payable with respect to such Contracts: (i) Maria Lansink (Doc. Nos. 72 & 150); (ii) Margaret Tatum (Doc. No. 82); (iii) Medical Protective Company (Doc. No. 146); (iv) Cardinal Peak, LLC (Doc. No. 148); (v) Intraoperative Monitoring Services, LLC (Doc. No. 147); (vi) Broncor Inc. and Brian J. Larson (Doc. No. 149); (vii) Maurice Bell (Doc. No. 151); (viii) PhysIOM Group, LLC (Doc. No. 152); (ix) St. Peter's Hospital; and (x) Joshua Haumschild.

54. The objection filed by Margaret Tatum has been withdrawn.

55. To resolve the objection filed by Broncor, Inc., Brian J. Larson and Oversight Physician Technologies, P.C. (collectively, the "Broncor Parties"), the Debtors and SpecialtyCare have designated the Asset Purchase Agreement, dated October 1, 2013, by and among ProNerve, LLC and the Broncor Parties, together with all of the Transaction Documents executed and delivered in connection therewith, including but not limited to the Escrow Agreement and Restrictive Covenant Agreement (each capitalized term as defined in the Broncor Contract) (collectively, the "Broncor Contract") as an Assumed Contract and agree to assume and assign the Broncor Contract to SpecialtyCare in its entirety at Closing, subject to the terms and conditions of a separate agreement between SpecialtyCare and the Broncor Parties that provides, among other things, for the payment of the $224,429.70 cure amount, subject to the terms and conditions of such agreement.

56. The objections filed by Cardinal Peak, LLC, Intraoperative Monitoring Services, LLC, and St. Peter's Hospital will be resolved by removing all agreements with such parties from the list of Assumed Contracts and treating such contracts as Excluded Contracts.

57. Certain other objections, including those filed by Maria Lansink, Maurice Bell, PhysIOM Group, LLC, Medical Protective Company, and Joshua Haumschild, have not yet been resolved and, in accordance with the Bidding Procedures Order, will be treated as Designated Contracts pending resolution of such objections.

58. Except as set forth on the Assumed Contracts Schedule, no defaults exist under any of the Assumed Contracts, and no amounts are due to the counterparties thereunder on account of any facts occurring prior to the deadline to object to the assumption or assignment of the counterparty's Contract or the amount of Cure Costs arising prior to Closing under such Contract. Therefore, the Debtors are not required to pay any Cure Costs in connection with the assumption of any of the Assumed Contracts other than as set forth on the Assumed Contracts Schedule. SpecialtyCare has agreed to pay any Cure Costs required to be paid under any Assumed Contracts directly.

59. Assumption and assignment of the Assumed Contracts to SpecialtyCare, effective as of the Closing Date, is supported by sound business reasons and is in the best interests of the Debtors' estates. Accordingly, the assumption and assignment of the Assumed Contracts are approved by the Court.

60. Subject to the right of SpecialtyCare to treat any Contract on the Assumed Contracts Schedule as an Excluded Contract or a Designated Contract on or before the Closing Date, the assumption and assignment of the Assumed Contracts under this order will become

effective upon the Closing Date of the transaction without any further action on the part of any party.

61. The Debtors have provided adequate assurance that SpecialtyCare will be able to perform its obligations under the Assumed Contracts from and after the date the Contracts are assigned to SpecialtyCare. SpecialtyCare is financially viable, well-known in the healthcare sector, and has experience in the industry in which the Debtors operate their businesses.

N. No Fraudulent Intent

61. The Asset Purchase Agreement was not entered into, and the transaction contemplated by the Asset Purchase Agreement will not be consummated, for the purpose of hindering, delaying, or defrauding the Debtors' present or future creditors for purposes of the Bankruptcy Code, any other laws of the United States, and the laws of any state, territory, or possession thereof, or the District of Columbia. Neither the Debtors nor SpecialtyCare are entering into the Asset Purchase Agreement or consummating the transactions contemplated by the Asset Purchase Agreement with any fraudulent or otherwise improper purpose.

O. Sale Order Required by SpecialtyCare

62. Entry of this order approving the Asset Purchase Agreement is a requirement of the Asset Purchase Agreement and such requirement is a condition precedent to SpecialtyCare's consummation of the transactions contemplated by the Asset Purchase Agreement.

P. Acquired Assets

63. The Acquired Assets constitute property of the Debtors' estates and title thereto is vested in the Debtors' estates within the meaning of section 541(a) of the Bankruptcy Code. The Debtors have all title, interest, and/or rights in the Acquired Assets required to transfer and to convey the Acquired Assets to SpecialtyCare, as required by the Asset Purchase Agreement.

Q. Limited Liability Company Authority

64. Subject to entry of this order, (i) the Debtors have full limited liability company power and authority to perform all of their obligations under the Asset Purchase Agreement, and the Debtors' prior execution and delivery of, and performance of obligations under the Asset Purchase Agreement is hereby ratified, (ii) the Debtors have all of the limited liability company power and authority necessary to consummate the transactions contemplated by the Asset Purchase Agreement, and (iii) the Debtors have taken all limited liability company actions necessary to authorize, approve, execute, and deliver the Asset Purchase Agreement and to consummate the transactions contemplated by the Asset Purchase Agreement.

R. Sale in Best Interests

65. The relief requested in the Motion and set forth in this order is in the best interests of the Debtors and their respective estates.

S. Prompt Consummation

66. To maximize the value of the Acquired Assets, it is essential that the transaction occur within the timeframe set forth in the Asset Purchase Agreement. Time is of the essence in consummating the transaction contemplated by the Asset Purchase Agreement. Accordingly, there is cause to lift the stay established by Bankruptcy Rule 6004.

I.

CONCLUSIONS OF LAW[3]

A. Jurisdiction, Final Order, and Statutory Predicates

67. The Court has jurisdiction to hear and determine the Motion and to grant the relief requested in the Motion pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware*, dated as of February 29, 2012. This is a core proceeding under 28 U.S.C. § 157(b). Venue of these cases and the Motion in this District and in the Court is proper under 28 U.S.C. §§ 1408 and 1409.

68. The statutory authorization for the relief granted herein is found in sections 105(a), 363, and 365 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, and 6006, and the applicable Local Bankruptcy Rules.

[3] Any conclusion of law set forth under the heading "Conclusions of Law" that may also be considered, in whole or in part, to constitute a finding of fact shall be deemed set forth under the heading "Findings of Fact" as if set forth in full therein. All findings and conclusions of law announced by the Bankruptcy Court at the Hearing in relation to the Motion are hereby incorporated to the extent not inconsistent herewith.

B. Section 363 Sale

69. The proposed sale of the Acquired Assets to SpecialtyCare pursuant to the Asset Purchase Agreement constitutes a sale of property of the Debtors' respective estates outside the ordinary course of business within the meaning of section 363(b) of the Bankruptcy Code.

70. For good and valid reasons, the Court may authorize and approve a sale of assets of a chapter 11 debtor pursuant to section 363(b) of the Bankruptcy Code. Under the circumstances of the Chapter 11 Cases, the sale of the Acquired Assets to SpecialtyCare pursuant to sections 105(a) and 363(b) and (f) of the Bankruptcy Code is appropriate.

71. Pursuant to section 363(f) of the Bankruptcy Code, a debtor in possession is authorized to sell property of its estate free and clear of any liens, claims, interests, and encumbrances if any of the following requirements is satisfied: (a) applicable non-bankruptcy law permits the sale of such property free and clear of such interest (section 363(f)(1)); (b) the entity holding the alleged lien, claim, interest, or encumbrance consents (section 363(f)(2)); (c) such interest is a lien, and the price at which such property is to be sold is greater than the aggregate value of all liens on such property (section 363(f)(3)); (d) such lien, claim, interest, or encumbrance is subject to a *bona fide* dispute (section 363(f)(4)); or (e) such entity could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of such lien, claim, interest, or encumbrance (section 363(f)(5)).

72. For the following reasons, the provisions of section 363(f) of the Bankruptcy Code have been satisfied:

a. SpecialtyCare is the Prepetition Lender and the DIP Lender and has consented to the sale.

b. The Debtors are not aware of any remaining interests in the Acquired Assets, and, if any such interests exist, they are in *bona fide* dispute as to the extent, validity, perfection, and viability of those interests.

c. Other secured parties (if any) could be compelled to accept a money satisfaction of their liens, claims, interests, or encumbrances.

73. To the greatest extent allowed by applicable law, pursuant to sections 105(a) and 363(f) of the Bankruptcy Code, the Acquired Assets will be transferred to SpecialtyCare free and clear of all mortgages, security interests, conditional sale and/or title retention agreements, pledges, liens, judgments, demands, encumbrances, easements, restrictions, constructive or resulting trusts, or charges of any kind or nature, including, but not limited to, any restriction on the use, voting, transfer, receipt of income, or other exercise of any attributes of ownership (the foregoing collectively referred to as "***Liens***" herein) and all debts arising in any way in connection with any acts of the Debtors, claims (as that term is defined in section 101(5) of the Bankruptcy Code), obligations, demands, guarantees, options, rights, contractual commitments, restrictions, interests, and matters of any kind and nature, arising prior to the Closing Date or relating to acts occurring prior to the Closing Date, and whether imposed by agreement, understanding, law, equity, or otherwise (the foregoing collectively referred to as "***Claims***" herein) with all such Liens and Claims to attach to the proceeds of the sale of the Acquired Assets in the order of their priority, with the validity, force, and effect that they now have as against the Acquired Assets, subject to the rights, claims, defenses, and objections, if

any, of the Debtors and all interested parties with respect to such Liens and Claims and with the net proceeds from the transaction to be available for the benefit of the Debtors' estates; *provided, however*, that SpecialtyCare shall remain liable for only the Assumed Liabilities and the obligations under the Assumed Contracts, as provided in the Asset Purchase Agreement.

74. The sale of the Acquired Assets to SpecialtyCare free and clear of any and all Liens and Claims upon the terms and conditions set forth in the Asset Purchase Agreement is in the best interest of the Debtors and their respective estates.

75. Given the circumstances of the Chapter 11 Cases, including, without limitation, the adequate exposure of the Debtors' business to the marketplace, the reasonable opportunity afforded other parties to make competing bids or offers for all or a portion of the Debtors' business, and the adequacy and fair value of the consideration being paid by SpecialtyCare under the Asset Purchase Agreement, the proposed sale of the Acquired Assets to SpecialtyCare constitutes a reasonable and sound exercise of the Debtors' business judgment and is hereby approved in all respects.

C. Assumption and Assignment of the Contracts under Section 365

76. Section 365(a) of the Bankruptcy Code provides that "the [debtor in possession], subject to the court's approval, may assume or reject any executory contract or unexpired lease of the debtor." It is in the best interests of the Debtors and their respective estates to assume and assign the Assumed Contracts to SpecialtyCare effective on the Closing Date, in accordance with the terms and conditions of the Asset Purchase Agreement, and the Debtors have exercised sound business judgment in deciding to assume the Assumed Contracts.

77. Section 365(b) of the Bankruptcy Code requires a debtor in possession to cure any default and provide adequate assurance of future performance in order to assume an unexpired lease or executory contract under which a default has occurred. SpecialtyCare will promptly pay any Cure Costs under any Assumed Contracts, and, therefore, this requirement has been satisfied. The Debtors' assumption and assignment of the Assumed Contracts to SpecialtyCare will meet the business judgment standard and satisfy the requirements of section 365 of the Bankruptcy Code. The transaction contemplated by the Asset Purchase Agreement will provide significant benefits to the Debtors' estates. The Debtors cannot obtain these benefits without the assumption and assignment of the Assumed Contracts, which are a material part of the Acquired Assets. Accordingly, assuming the Assumed Contracts is in the sound exercise of the Debtors' business judgment.

78. For the reasons set forth herein, and pursuant to section 365 of the Bankruptcy Code, the assumption of the Assumed Contracts, effective as of the Closing Date, is approved and authorized by the Court.

79. Pursuant to section 365(f) of the Bankruptcy Code, a debtor in possession may assign an unexpired lease or executory contract only if such lease or contract is assumed by the debtor in possession, and the proposed assignee provides "adequate assurance of future performance" of the obligations arising under such lease or contract from and after the date of the assignment.

80. Pursuant to this order, the Debtors' assumption of the Assumed Contracts is approved. Moreover, the Debtors have demonstrated that SpecialtyCare has the resources to perform the obligations under the Assumed Contracts. Accordingly, the requirements for

assignment of the Contracts to SpecialtyCare under section 365(f) of the Bankruptcy Code have been satisfied.

D. Retention of Jurisdiction

81. It is necessary and appropriate for the Court to retain jurisdiction to, *inter alia*, interpret and enforce the terms and provisions of this order, the Asset Purchase Agreement, and to adjudicate, if necessary, any and all disputes concerning the assumption and assignment of the Assumed Contracts and any alleged right, title, or property interest, including ownership claims, relating to the Acquired Assets and the proceeds thereof, as well as the extent, validity, perfection, and priority of any alleged Lien or Claim relating to the Debtors and/or the Acquired Assets.

E. No Successor Liability

82. To the greatest extent allowed by applicable law, SpecialtyCare, its affiliates, officers, directors, members, partners, and principals and any of their respective representatives, successors, or assigns shall not be deemed, as a result of the consummation of the transaction contemplated by the Asset Purchase Agreement or otherwise, (i) to be a legal successor, or otherwise be deemed a successor, to the Debtors or the Debtors' estates, (ii) to have, *de facto* or otherwise, merged or consolidated with or into any of the Debtors or any of the Debtors' estates, (iii) to be an alter ego, a continuation or substantial continuation of any of the Debtors or any enterprise of any of the Debtors, or (iv) to be liable for any claim based on successor liability, transferee liability, derivative liability, vicarious liability, or any similar theories under applicable state or federal law, or otherwise. SpecialtyCare shall not assume, or be deemed to assume, or in any way be responsible for any liability or obligation of any of the

Debtors and/or their respective estates. The so-called "bulk sales," "bulk transfer," or other similar laws shall be waived in all necessary jurisdictions, including those relating to taxes. Nothing in this order or the Asset Purchase Agreement shall require SpecialtyCare to (a) continue or maintain in effect, or assume any liability in respect of any employee, collective bargaining agreement, pension, welfare, fringe benefit, or any other benefit plan, trust arrangement, or other agreements to which the Debtors are a party or have any responsibility therefor including, without limitation, medical, welfare, and pension benefits payable after retirement or other termination of employment or (b) assume any responsibility as a fiduciary, plan sponsor, or otherwise for making any contribution to, or in respect of the funding, investment, or administration of any employee benefit plan, arrangement, or agreement (including, without limitation, pension plans) or the termination of or withdrawal from any such plan, arrangement, or agreement. Except as expressly set forth in the Asset Purchase Agreement with respect to Assumed Liabilities, to the extent supported by the record, the transfer of the Acquired Assets to SpecialtyCare pursuant to the Asset Purchase Agreement shall not result in SpecialtyCare or any of its affiliates, officers, directors, members, partners, or principals or any of their respective representatives, successors, or assigns, or the Acquired Assets having any liability or responsibility whatsoever with respect to, or be required to satisfy in any manner, whether at law or in equity, whether by payment, setoff or otherwise, directly or indirectly (x) any interest against the Debtors or against an insider of the Debtors or (y) the Debtors except as expressly set forth in the Asset Purchase Agreement.

ACCORDINGLY, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED as follows:

(1) The relief requested in the Motion is granted as set forth herein.

(2) The transaction contemplated by the Asset Purchase Agreement, including, without limitation, the Asset Purchase Agreement and the assumption and assignment of the Contracts, is hereby approved as set forth herein.

(3) The Debtors' estates shall retain cash in the amount of $1,690,000, and SpecialtyCare shall reimburse the Debtors' professionals for reasonable fees and expenses incurred prior to the Closing Date in connection with the litigation commenced by the Debtors against Medsurant, LLC and Jordan Klear and allowed by order of the Bankruptcy Court in an amount not to exceed $75,000.

(4) [SpecialtyCare shall promptly reimburse the Debtors' estates for all expenses incurred by the Debtors to vendors and employees in the ordinary course of business and in connection with the Debtors' operations prior to the Closing Date, upon providing SpecialtyCare with a copy of the invoice representing such expenses and to the extent that such incurred expenses have not yet been paid by the Debtors prior to the Closing Date.] and subject to a cap of $1.37 million.

(5) The assumption and assignment of the Assumed Contracts will not be effectuated if the Closing Date under the Asset Purchase Agreement does not occur and the Asset Purchase Agreement is terminated. If SpecialtyCare elects to treat a Contract as an Excluded Contract, or later elects to treat a Designated Contract as an Excluded Contract, the assumption and assignment of such Contract will not be effectuated, and the Debtors, at a later date, may use its business judgment to determine whether to assume or reject the Contract at such time.

(6) Within five (5) Business Days after the Closing, the Debtors shall file with the Court a list of Assumed Contracts, Excluded Contracts, and Designated Contracts and shall mail a copy of such list to each counterparty on the lists.

(7) The Debtors are hereby authorized and directed to sell the Acquired Assets to SpecialtyCare upon and subject to the terms and conditions set forth in the Asset Purchase Agreement, the provisions of which are incorporated herein by reference as if set forth in full herein.

(8) Each of the Debtors is hereby authorized and directed to perform, consummate, and implement the Asset Purchase Agreement, together with all additional instruments and documents that may be reasonably necessary or desirable to implement the Asset Purchase Agreement, and to take any and all further actions as may be necessary or appropriate to the performance of its obligations as contemplated by the Asset Purchase Agreement or this order.

(9) The Debtors are authorized to close the transaction contemplated by the Asset Purchase Agreement as soon as they are mutually able following the entry of this order.

(10) Pursuant to sections 105(a) and 363(f) of the Bankruptcy Code, upon the closing of the transaction contemplated by the Asset Purchase Agreement, the Acquired Assets shall be transferred, sold, and delivered to SpecialtyCare free and clear of all Liens, Claims, interests, and encumbrances other than the Assumed Liabilities and the obligations arising under the Assumed Contracts arising from facts or circumstances occurring from and after the Closing Date pursuant to the express terms of the Asset Purchase Agreement. All Liens, Claims, interests, and encumbrances shall attach to the sale proceeds in the order of their priority, with the same validity, force, and effect that they now have as against the Acquired Assets, subject to the rights, claims, defenses, and objections, if any, of the

Debtors and all interested parties with respect to such Liens and Claims, and the net proceeds from the transaction shall be available for the benefit of the Debtors' estates.

(11) To the greatest extent allowed by applicable law, as a result of the transaction contemplated by the Asset Purchase Agreement, SpecialtyCare will not be a successor to any of the Debtors by reason of any theory of law or equity, and SpecialtyCare will have no liability, except as otherwise provided in the Asset Purchase Agreement, for any obligation, Claim, or Lien of any of the Debtors as a result of any application of successor liability theories.

(12) To the greatest extent allowed by applicable law, without limiting the generality of the immediately preceding paragraph, but except as otherwise provided in the Asset Purchase Agreement with respect to the Assumed Liabilities and the obligations under the Assumed Contracts arising from facts or circumstances occurring from and after the Closing Date, SpecialtyCare is not, pursuant to the Asset Purchase Agreement or otherwise, assuming, nor shall it in any way whatsoever be liable or responsible, as a successor or otherwise for, any of the following Claims, Liens, liabilities, debts, or obligations: any liabilities, debts, or obligations of the Debtors or any liabilities, debts, or obligations in any way whatsoever relating to or arising from the Acquired Assets or the Debtors' operations or use of the Acquired Assets, including, without limitation, under the Contracts, prior to the Closing Date, or any liabilities calculable by reference to the Debtors or their assets or operations, or relating to continuing conditions existing at or prior to the Closing Date, which liabilities, debts, and obligations, as against SpecialtyCare, are hereby extinguished insofar as they may give rise to successor liability, without regard to whether the claimant asserting any such liabilities, debts, or obligations has delivered to SpecialtyCare a release

thereof. Without limiting the generality of the foregoing, SpecialtyCare shall not be liable or responsible, as a successor or otherwise, for the Debtors' Claims, Liens, liabilities, debts, or obligations, whether calculable by reference to the Debtors or their operations or under or in connection with (i) any employment or labor agreements; (ii) any pension, welfare, compensation, or other employee benefit plans, agreements, practices, and programs, including, without limitation, any pension plan of the Debtors; (iii) the cessation of the Debtors' operations, dismissal of employees, or termination of employment or labor agreements or pension, welfare, compensation, or other employee benefit plans, agreements, practices, and programs, obligations that might otherwise arise or pursuant to (a) the Employee Retirement, Income, Security Act of 1974, as amended, (b) the Fair Labor Standards Act, (c) Title VII of the Civil Rights Act of 1964, (d) the Age Discrimination and Employee Act of 1967, (e) the Federal Rehabilitation Act of 1973, the National Labor Relations Act, or (g) the Consolidated Omnibus Budget Reconciliation Act of 1985; (iv) worker's compensation, occupational disease, or unemployment or temporary disability insurance Claims, (v) environmental liabilities, debts, Claims, or obligations arising from conditions first existing on or prior to the Closing Date (including, without limitation, the presence of hazardous, toxic, polluting, or contaminating substances or waste) that may be asserted on any basis, including, without limitation, under the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601 *et seq.*; (vi) any bulk sales or similar law; (vii) any tax statutes or ordinances, including, without limitation, the Internal Revenue Code of 1986, as amended; (viii) any litigation; and (ix) any products liability or similar Claims, whether pursuant to any state or federal laws or otherwise.[4]

[4] The recitation in this paragraph (10) of this order of any specific agreements, plans, laws, ordinances, or

(13) To the greatest extent allowed by applicable law, except as expressly provided in the Asset Purchase Agreement with respect to the Assumed Liabilities and the obligations under the Assumed Contracts arising from facts or circumstances occurring from and after the Closing Date, no person or entity, including, without limitation, any federal, state, or local governmental agency, department, or instrumentality, shall assert by suit or otherwise against SpecialtyCare or its successors in interest any Claim or Lien that they had, have, or may have against the Debtors, or any liability, debt, or obligation relating to or arising from the Acquired Assets or the Debtors' operations or use of the Acquired Assets, including, without limitation, any liabilities calculable by reference to the Debtors or their assets or operations.

(14) The terms and provisions of the Asset Purchase Agreement and all collateral documents, together with the terms and provisions of this order, shall be binding in all respects upon the Debtors, their estates, their creditors, and all parties in interest, including any and all successors and assigns (including, without limitation, any trustee appointed under the Bankruptcy Code).

(15) Except as provided in the Asset Purchase Agreement and except with respect to the obligations arising under the Assumed Contracts arising from facts or circumstances occurring from and after the Closing Date, all entities holding Liens, Claims, interests, or encumbrances of any kind and nature, including, without limitation, vendors, suppliers, employees, and landlords, be, and they hereby are, barred from asserting such Liens, Claims, interests, and encumbrances against SpecialtyCare and/or the Acquired

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statutes is not intended, and shall not be construed, to limit the generality of the categories of liabilities, debts, or obligations referred to herein.

Assets, all entities holding Liens, Claims, interests, or encumbrances of any kind and nature are ordered to release the Acquired Assets to SpecialtyCare and to assert their Liens, Claims, interests, or encumbrances against the proceeds from the transaction contemplated by the Asset Purchase Agreement.

(16) This order is and shall be effective as a determination that, (a) upon Closing, all Liens, Claims, interests, and encumbrances existing as to the Acquired Assets have been and hereby are adjudged and declared to be unconditionally released as to the Acquired Assets, and (b) the conveyances described herein have been made free and clear of all such Liens, Claims, interests, and encumbrances, which Liens, Claims, interests, and encumbrances shall attach to the proceeds to the same extent and with the same priority as they attached to the Acquired Assets.

(17) This order shall be binding upon and govern the acts of all entities, including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, and local officials, and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register, or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any of the Acquired Assets.

(18) All Liens, Claims, interests, and encumbrances of record shall, upon Closing, be removed and stricken as against the Acquired Assets, and all the entities described in the immediately preceding paragraph of this order are authorized and

specifically directed to (a) strike all recorded Liens, Claims, interests, or encumbrances against the Acquired Assets from their records, official and otherwise, and (b) accept for filing or recording all instruments made or delivered by or to any of the Debtors and all deeds or other documents relating to the conveyance of the Acquired Assets to SpecialtyCare, and the Court specifically retains jurisdiction to enforce the foregoing direction, by contempt or otherwise.

(19) If any person or entity that has filed statements or other documents or agreements evidencing Liens, Claims, interests, or encumbrances on, or interests in, the Acquired Assets shall not have delivered to Debtors prior to Closing, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of liens and easements, and any other documents necessary for the purpose of documenting the release of all Liens, Claims, interests, or encumbrances that the person or entity has or may assert with respect to the Acquired Assets, the Debtors are hereby authorized and directed to execute and file such statements, instruments, releases, and other documents on behalf of the person or entity with respect to the Acquired Assets.

(20) Pursuant to section 365(a) of the Bankruptcy Code, the Debtors' assumption of the Assumed Contracts, effective as of the Closing Date, is hereby approved.

(21) Pursuant to section 365(f) of the Bankruptcy Code, the Debtors are authorized to assign the Assumed Contracts to SpecialtyCare, effective as of the Closing Date.

(22) The assumption and assignment of the Assumed Contracts to SpecialtyCare shall automatically be effective on the Closing Date without the need for the

execution of any further documents, subject to SpecialtyCare's right at or before Closing to designate Assumed Contracts to be Excluded Contracts or Designated Contracts.

(23) The Debtors are hereby authorized (a) to take such corporate action as may be necessary to implement the provisions of the Asset Purchase Agreement and any other document executed by the Debtors in connection therewith and (b) to execute and file any necessary document with any appropriate secretary of state. This order shall constitute all approvals and consents, if any, required by the laws of any state necessary to file, record, and accept such documents.

(24) Nothing contained in any plan of reorganization (or liquidation) confirmed in the Chapter 11 Cases, any order of confirmation confirming any plan of reorganization (or liquidation), or any other order of any type or kind entered in the Chapter 11 Cases or any related proceeding, including any subsequent chapter 7 case, shall conflict with or derogate from the provisions of the Asset Purchase Agreement or the terms of this order.

(25) The Debtors are authorized and directed to execute, acknowledge, and deliver such deeds, assignments, conveyances, and other assurances, documents, and instruments of transfer and to take such other actions as may be reasonably necessary to perform the terms and provisions of the Asset Purchase Agreement and all other agreements related thereto, and the Debtors shall take any other action that reasonably may be requested by SpecialtyCare for the purpose of assigning, transferring, granting, conveying, and confirming to SpecialtyCare or reducing to possession any or all of the Acquired Assets

(any such action not expressly contemplated by the Asset Purchase Agreement to be taken by the Debtors at the sole cost and expense of SpecialtyCare).

(26) The Court retains jurisdiction, even after the closing of the Chapter 11 Cases, to do the following:

(a) interpret, implement, and enforce the terms and provisions of this order, the Asset Purchase Agreement and any other agreement executed in connection therewith;

(b) protect SpecialtyCare, or any of the Acquired Assets, against any Liens, Claims, interests, and encumbrances;

(c) resolve any disputes arising under or related to the Asset Purchase Agreement, the transaction, or SpecialtyCare's peaceful use and enjoyment of the Acquired Assets, whether or not a plan of reorganization has been confirmed in the Chapter 11 Cases and irrespective of the provisions of any such plan or order confirming any such plan;

(d) adjudicate all issues concerning all Liens, Claims, interests, and encumbrances and any other interest in and to the Acquired Assets, including the extent, validity, enforceability, priority, and nature of all such Liens, Claims, interests, and encumbrances and any other interests;

(e) adjudicate any and all issues and/or disputes relating to the Debtors' right, title, or interest in the Acquired Assets and the proceeds thereof, the Motion, and the Asset Purchase Agreement; and

(f) adjudicate any and all remaining issues concerning the Debtors' right and authority to assume and assign the Assumed Contracts to SpecialtyCare, resolve any objections to Cure Costs, and determine SpecialtyCare's rights and obligations with respect to such assignment and the existence of any default under any Assumed Contract.

(27) No bulk sales law or any similar law of any state or other jurisdiction shall apply in any way to the transaction contemplated by the Asset Purchase Agreement.

(28) The failure specifically to include any particular provisions of the Asset Purchase Agreement in this order shall not diminish or impair the efficacy of such provision, it being the intent of the Court that the Asset Purchase Agreement and each and every provision, term, and condition thereof be authorized and approved in its entirety.

Dated: April 10, 2015
Wilmington, Delaware

UNITED STATES BANKRUPTCY JUDGE