

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION**

IN RE:)
) Chapter 11
CHURCH STREET HEALTH MANAGEMENT, LLC,)
 *et al.*¹) Case No. 12-01573
)
 Debtors) (Joint Administration Pending)

**INTERIM ORDER (I) AUTHORIZING THE DEBTORS TO (A) OBTAIN
POSTPETITION SECURED FINANCING AND (B) UTILIZE CASH COLLATERAL,
(II) GRANTING LIENS AND SUPERPRIORITY ADMINISTRATIVE EXPENSE
STATUS, (III) GRANTING ADEQUATE PROTECTION, (IV) MODIFYING
THE AUTOMATIC STAY, AND (V) SCHEDULING A FINAL HEARING**

Upon the motion (the “*DIP Motion*”),² dated February 20, 2012, of Church Street Health Management, LLC (“*CSHM*” or the “*DIP Borrower*”) and certain of its subsidiaries and affiliates, as debtors and debtors in possession (collectively, the “*Debtors*” and each, a “*Debtor*”) in the above-captioned chapter 11 cases (collectively, the “*Chapter 11 Cases*”), pursuant to sections 105, 361, 362, 363, 364(c)(1), 364(c)(2), 364(c)(3), 364(d)(1), 364(e) and 507 of title 11

¹ The Debtors (with the last four digits of each Debtor’s federal tax identification number and chapter 11 case number), are: Church Street Health Management, LLC (2335; Case No. 12-01573), Small Smiles Holding Company, LLC (4993; Case No. 12-01574), FORBA NY, LLC (8013; Case No. 12-01575), FORBA Services, Inc. (6506; Case No. 12-01577), EEHC, Inc. (4973; Case No. 12-01576).

² Except as otherwise set forth herein, capitalized terms used herein, but not defined herein, shall have the meanings ascribed to them in the DIP Motion.

of the United States Code (the “**Bankruptcy Code**”), Rules 2002, 4001, 6004 and 9014 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”) and Rules 2081-1 and 4001-1 of the Local Bankruptcy Rules for the United States Bankruptcy Court for the Middle District of Tennessee (the “**Local Rules**”), for entry of an order (the “**Interim Order**”) authorizing the Debtors to, among other things:

(i) Obtain senior secured postpetition financing (the “**DIP Financing**”) pursuant to the terms and conditions of the DIP Financing Documents (as defined below), this Interim Order, and the Final Order (as defined below);

(ii) Enter into (a) a Debtor-in-Possession Credit Agreement (the “**DIP Credit Agreement**”), substantially in the form attached as **Exhibit A** to the DIP Motion, by and among each of the DIP Borrower, Small Smiles Holding Company, LLC, Forba NY LLC, Forba Services, Inc. and EEHC, Inc. (collectively, the “**Guarantors**” and, together with the DIP Borrower, the “**Loan Parties**”), Garrison Loan Agency Services LLC (and its affiliates) as administrative agent and collateral agent (in such capacities, the “**DIP Agent**”) and such other lenders (and their affiliates) under the Prepetition Facilities (defined below) (together with the DIP Agent, the “**DIP Lenders**”) and (b) all other loan documents (together with the DIP Credit Agreement, the “**DIP Financing Documents**”);

(iii) Borrow, on an interim basis, pursuant to the DIP Financing Documents, postpetition financing of up to \$5,500,000 on a revolving basis (the “**Interim DIP Loan**”) and seek other financial accommodations from the DIP Lenders pursuant to the DIP Credit Agreement, the other DIP Financing Documents, and this Interim Order;

(iv) Borrow, on a final basis, pursuant to the DIP Financing Documents, postpetition financing of up to \$12,000,000 on a revolving basis (the “**DIP Loan**,” together with

the Interim DIP Loan, the “**DIP Facility**”) and seek other financial accommodations from the DIP Lenders pursuant to the DIP Credit Agreement, the other DIP Financing Documents, and the Final Order (as defined below);

(v) Authorize the DIP Borrower and the DIP Guarantors to execute and deliver the DIP Credit Agreement and the DIP Financing Documents;

(vi) Grant to the DIP Lenders allowed superpriority administrative expense claims in each of the Chapter 11 Cases and any Successor Cases (as defined below) for the DIP Financing and all obligations of the Debtors owing under the DIP Financing Documents (collectively, and including all “Obligations” of the Debtors as defined and described in the DIP Credit Agreement, the “**DIP Obligations**”) subject to the priorities set forth in paragraph 2(h) below;

(vii) Grant to the DIP Lenders automatically perfected security interests in and liens on all of the DIP Collateral (as defined below), including, without limitation, all property constituting “cash collateral,” (as defined in section 363(a) of the Bankruptcy Code, “**Cash Collateral**”), which liens shall be subject to the priorities set forth in paragraphs 2(d)(i)-(iii) below;

(viii) Obtain authorization to use the proceeds of the DIP Financing in all cases in accordance with the Budget (as defined in the DIP Credit Agreement), a copy of which is attached as **Exhibit C** to the DIP Motion and as otherwise provided in the DIP Financing Documents;

(ix) Obtain authorization to use Cash Collateral, including the Restricted Funds (as defined below) of the Prepetition Agent and the Existing Lenders (each as defined herein) (collectively, the “**Prepetition Secured Parties**”) in accordance with the Budget;

(x) Provide adequate protection to the Prepetition Secured Parties pursuant to the terms of this Interim Order for any diminution in value of their respective interests in the Prepetition Collateral (as defined below) of the Debtors, including any Cash Collateral;

(xi) Vacate and modify the automatic stay imposed by section 362 of the Bankruptcy Code solely to the extent necessary to implement and effectuate the terms of the DIP Financing Documents and this Interim Order;

(xii) Schedule a final hearing (the “*Final Hearing*”) to consider entry of an order (the “*Final Order*”) granting the relief requested in the DIP Motion on a final basis and approving the form of notice with respect to the Final Hearing; and

(xiii) Waive any applicable stay as provided in the Bankruptcy Rules and provide for immediate effectiveness of this Interim Order.

The Court having considered the DIP Motion, the Affidavit of Martin J. McGahan, Chief Restructuring Officer of CSHM, in Support of Chapter 11 Petitions and First Day Pleadings, the exhibits attached thereto, the DIP Credit Agreement, and the evidence submitted or adduced and the arguments of counsel made at the hearing on this Interim Order (the “*Interim Hearing*”); and due and proper notice of the DIP Motion and Interim Hearing having been provided in accordance with Bankruptcy Rules 2002, 4001(b) and (d), and 9014 and Local Rules 2081-1 and 4001-1, and no other or further notice being required under the circumstances; and the Interim Hearing having been held and concluded; and it appearing that approval of the interim relief requested in the DIP Motion is necessary to avoid immediate and irreparable harm to the Debtors pending the Final Hearing and is otherwise fair and reasonable and in the best interests of the Debtors, their estates and their creditors, and is essential for the preservation of the value of the Debtors’ assets; and all objections, if any, to the entry of this Interim Order having been

withdrawn, resolved or overruled by the Court; and after due deliberation and consideration, and for good and sufficient cause appearing therefor:

IT IS HEREBY FOUND, DETERMINED, ORDERED AND ADJUDGED, that:

A. **Petition Date**. On February 20, 2012 (the “*Petition Date*”), the Debtors each filed with this Court voluntary petitions for relief under chapter 11 of the Bankruptcy Code. The Debtors are continuing to operate their businesses and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

B. **Jurisdiction and Venue**. This Court has jurisdiction over these proceedings pursuant to 28 U.S.C. §§ 157(b) and 1334, and over the persons and property affected hereby. Consideration of the DIP Motion constitutes a core proceeding as defined in 28 U.S.C. § 157(b)(2). Venue for these Chapter 11 Cases and proceedings on the DIP Motion is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409.

C. **Committee Formation**. A statutory committee of unsecured creditors (the “*Committee*”) has not yet been appointed in these Chapter 11 Cases.

D. **Notice**. Notice of the Interim Hearing and notice of the DIP Motion has been provided by the Debtors to: (i) the Office of the United States Trustee for the Middle District of Tennessee (the “*U.S. Trustee*”); (ii) the United States Securities and Exchange Commission; (iii) the Office of the United States Attorney for the Middle District of Tennessee; (iv) the Internal Revenue Service; (v) the Debtors’ fifty (50) largest unsecured creditors on a consolidated basis; (vi) counsel to the Prepetition Agent; (vii) counsel to the Existing Lenders (as defined below); (viii) counsel to the DIP Agent and the DIP Lenders; and (ix) all other known parties asserting a lien on the Debtors’ assets. Under the circumstances, such notice of the Interim Hearing and the DIP Motion constitute due, sufficient and appropriate notice and complies with sections 102(1)

and 363 of the Bankruptcy Code, Bankruptcy Rules 2002 and 4001(b), and the Local Rules, and no other or further notice is required under the circumstances.

E. **Stipulations as to the Prepetition Secured Credit Facilities.** Without prejudice to the rights of parties in interest as set forth in paragraphs 7 and 8 below, the Debtors admit, stipulate, acknowledge and agree that (collectively, paragraphs E (i) through E (x) hereof shall be referred to herein as the “*Debtors’ Stipulations*”):

(i) **Prepetition First Lien Facility.** Pursuant to that certain Amended and Restated Credit Agreement dated as of February 1, 2010 (the “*Prepetition First Lien Agreement*” and together with all other loan and security documents executed in connection therewith, the “*Prepetition First Lien Documents*”) among SSO Funding Corp. (“*SSO*”) as borrower, the lenders party thereto from time to time (the “*Prepetition First Lien Lenders*”) and CIT Healthcare LLC, as collateral agent and administrative agent and any successor of CIT Healthcare LLC as administrative agent and collateral agent (in such dual capacity, the “*Prepetition A/C Agent*”), the Prepetition First Lien Lenders provided a first lien secured credit facility comprised of up to \$131,475,000 in aggregate principal amount of term loans (the “*Prepetition First Lien Facility*”)

(ii) **Prepetition First Lien Facility Obligations.** As of the Petition Date, the Debtors were indebted and liable to the Prepetition A/C Agent and the Prepetition First Lien Lenders, without objection, defense, counterclaim or offset of an kind under the Prepetition First Lien Documents in the principal amount of no less than \$128,225,000 plus interest accrued and accruing, costs and any fees and expenses due and owing thereunder (collectively, the “*Prepetition First Lien Facility Obligations*”).

(iii) **Prepetition Second Lien Facility**. Pursuant to that certain Second Lien Credit Agreement dated as of February 1, 2010 (the “*Prepetition Second Lien Agreement*” and, together with all other loan and security documents executed in connection therewith, the “*Prepetition Second Lien Documents*” and, together with the Prepetition First Lien Documents, collectively, the “*Prepetition Credit Documents*”) among SSO as borrower, the lenders from time to time party thereto (the “*Prepetition Second Lien Lenders*”), and the Prepetition A/C Agent, the Prepetition Second Lien Lenders provided a second lien secured credit facility comprised of up to \$25,000,000 in aggregate principal amount of term loans (the “*Prepetition Second Lien Facility*”).

(iv) **Prepetition Second Lien Facility Obligations**. As of the Petition Date, the Debtors were indebted and liable to the Prepetition A/C Agent and the Prepetition Second Lien Lenders, without objection, defense, counterclaim or offset of an kind under the Prepetition Second Lien Documents in the principal amount of no less than \$25,639,000 plus interest accrued and accruing, costs and any fees and expenses due and owing thereunder (collectively, the “*Prepetition Second Lien Facility Obligations*” and, together with the Prepetition First Lien Facility Obligations, the “*Prepetition Secured Obligations*”).

(v) **Registered Lease and Lease Financing**. CSHM is also party to that certain Amended and Restated Registered Lease and Lease Financing and Purchase Option Agreement (as amended) dated as of February 1, 2010 (the “*Lease Agreement*”), among SSO, CSHM (f/k/a FORBA Holdings LLC), as lessee, and CIT Healthcare LLC as collateral agent (in such capacity, the “*Prepetition Collateral Agent*” and, together with the Prepetition A/C Agent, the “*Prepetition Agent*”) for the benefit of SSO (the “*Lease Financing*”).

(vi) **Senior Murabaha Facility.** CSHM is also party to that certain Amended and Restated Senior Murabaha Facility Agreement dated as of February 1, 2010 (the “*Commodities Purchase Agreement*”) among CSHM, SSO, AIA Limited, Arcapita Investment Funding Limited and the Prepetition Collateral Agent (the “*Senior Murabaha Facility*” and, together with the Prepetition First Lien Facility, the Prepetition Second Lien Credit Facility, and the Lease Financing, collectively the “*Prepetition Facilities*,” and the lenders under the Prepetition Facilities collectively the “*Existing Lenders*”).

(vii) **Prepetition Collateral.** As more fully set forth in the Prepetition Credit Documents, prior to the Petition Date, the Debtors granted security interests in and liens on, among other things, substantially all assets of the Debtors (collectively, the “*Prepetition Collateral*”), subject to certain limitations (the “*Prepetition Liens*”) to the Prepetition Agent as collateral agent under the Prepetition Credit Documents.

(viii) **Priority of Prepetition Liens; Intercreditor Agreement.** The Prepetition First Lien Lenders, the Prepetition Second Lien Lenders, and the Prepetition Agent are party to that certain Intercreditor Agreement, dated as of February 1, 2010 (as amended, supplemented or otherwise modified from time to time in accordance with the terms thereof, the “*Prepetition Intercreditor Agreement*”), that governs the respective rights, interests, obligations, priority, and positions of the various Prepetition First Lien Lenders and Prepetition Second Lien Lenders. Pursuant to the Prepetition Intercreditor Agreement, as of the Petition Date, the Prepetition First Lien Lenders’ right to payment is senior to the Prepetition Second Lien Lenders’ right to payment under the Prepetition Credit Documents.

(ix) **Enforceability of Prepetition Secured Obligations.** The Prepetition Secured Obligations are (i) legal, valid, binding and enforceable against each applicable Debtor

and (ii) not subject to any contest, attack, objection, recoupment, defense, counterclaim, offset, subordination, recharacterization, avoidance or other claim, cause of action or other challenge of any nature under the Bankruptcy Code, under applicable non-bankruptcy law or otherwise. The Debtors do not have, hereby forever release, and are forever barred from bringing or asserting any claims, counterclaims, causes of action, defense or setoff rights relating to the Prepetition Secured Obligations, whether arising under the Bankruptcy Code, under applicable non-bankruptcy law or otherwise against any of the Prepetition Secured Parties and their respective officers, directors, employees or attorneys.

(x) **Enforceability of Prepetition Liens.** As of the Petition Date, the Prepetition Liens on the Prepetition Collateral were legal, valid, enforceable, non-avoidable, and duly perfected and are not subject to avoidance, attack, offset, recharacterization or subordination under the Bankruptcy Code, under applicable non-bankruptcy law or otherwise and, as of the Petition Date, and without giving effect to this Interim Order, the Debtors are not aware of any liens or security interests having priority over the Prepetition Liens, subject only to certain liens otherwise permitted by the Prepetition Credit Documents (to the extent any such permitted liens were valid, properly perfected, non-avoidable and senior in priority to the Prepetition Liens as of the Petition Date) (collectively the “*Permitted Prior Liens*”). The respective Prepetition Liens were granted for fair consideration and reasonably equivalent value.

F. **Findings Regarding the Postpetition Financing.**

(i) **Need for Postpetition Financing.** An immediate need exists for the Debtors to obtain funds from the Interim DIP Loans in order to continue operations and to administer and preserve the value of their estates. The ability of the Debtors to finance their operations, to preserve and maintain the value of the Debtors’ assets and to maximize a return for

all creditors requires the availability of working capital from the Interim DIP Loans, the absence of which would immediately and irreparably harm the Debtors, their estates and their creditors and the possibility for a successful reorganization or sale of the Debtors' assets as a going concern or otherwise.

(ii) **No Credit Available on More Favorable Terms.** The Debtors have been unable to obtain (a) unsecured credit allowable under 503(b)(1) of the Bankruptcy Code section as an administrative expense, (b) credit for money borrowed secured solely by a lien on property of the estate that it not otherwise subject to a lien, or (c) credit for money borrowed secured by a junior lien on property of the estate which is subject to a lien, in each case, on more favorable terms and conditions than those provided in the DIP Credit Agreement and this Interim Order. The Debtors are unable to obtain credit for borrowed money without granting to the DIP Lenders the DIP Protections (as defined below).

G. **Section 506(c) Waiver.** Upon entry of the Final Order, the Debtors shall waive the provisions of section 506(c) of the Bankruptcy Code as part of the DIP Facilities.

H. **Use of Proceeds of the DIP Facilities.** Proceeds of the DIP Facilities (net of any amounts used to pay fees, costs and expenses under the DIP Financing Documents) shall be used, in each case in a manner consistent with the terms and conditions of the DIP Credit Agreement and this Interim Order and in accordance with the Budget; *provided*, that no more than \$20,000 of the proceeds of the DIP Facilities, DIP Collateral (as defined below) or Cash Collateral, may be used by any Committee to investigate the Prepetition Liens and/or claims of the Prepetition Secured Parties.

I. **Application of Proceeds of DIP Collateral.** All proceeds of any sale or other disposition of the DIP Collateral (as defined below) shall be applied in accordance with the terms and conditions of the DIP Financing Documents.

J. **Adequate Protection for Prepetition Secured Parties.** As a result of the automatic stay, the Debtors' use, sale or lease of the Prepetition Collateral during the Chapter 11 Cases, and the grant of the DIP Liens (as defined below), and the subordination to the Carve Out (as defined below) authorized herein, the Prepetition Secured Parties are entitled to receive adequate protection pursuant to sections 361, 362, 363 and 364 of the Bankruptcy Code for any decrease in the value of their respective interest in the Prepetition Collateral. The Prepetition Agent has negotiated in good faith regarding the Debtors' use of the Prepetition Collateral to fund the administration of the Debtors' estates. Based on the DIP Motion and the record presented to the Court at the Interim Hearing, the terms of the proposed adequate protection arrangements and the use of Cash Collateral are fair and reasonable, reflect the Debtors' prudent exercise of business judgment and constitute reasonably equivalent value and fair consideration for the consent of the Prepetition Agent and the Existing Lenders; *provided, however*, that nothing herein shall limit the rights of the Prepetition Secured Parties to seek new or different adequate protection.

K. **Extension of Financing.** The DIP Lenders have indicated a willingness to provide financing to the Debtors in accordance with the DIP Credit Agreement. The DIP Lenders are good faith financiers. The DIP Lenders' claims, superpriority claims, security interests and liens and other protections granted pursuant to this Interim Order and the DIP Financing Documents will not be affected by any subsequent reversal or modification of this Interim Order or the Final Order, as provided in section 364(e) of the Bankruptcy Code.

L. **Business Judgment and Good Faith Pursuant to Section 364(e).**

(iii) The terms and conditions of the DIP Facility and the DIP Financing Documents, and the fees paid and to be paid thereunder are fair, reasonable, and the best available under the circumstances, reflect the Debtors' exercise of prudent business judgment consistent with their fiduciary duties, and are supported by reasonably equivalent value and consideration;

(iv) the DIP Financing Documents were negotiated in good faith and at arms' length between the Debtors and the DIP Lenders; and

(v) the proceeds to be extended under the DIP Facilities will be so extended in good faith, and for valid business purposes and uses, as a consequence of which the DIP Lenders are entitled to the protection and benefits of section 364(e) of the Bankruptcy Code.

M. **Relief Essential; Best Interest; Good Cause.** The relief requested in the DIP Motion (and as provided in this Interim Order) is necessary, essential, and appropriate for the preservation of the Debtors' assets, business and property. It is in the best interest of the Debtors' estates to be allowed to establish the DIP Facilities contemplated by the DIP Credit Agreement. Good cause has been shown for the relief requested in the DIP Motion (and as provided in this Interim Order).

NOW, THEREFORE, on the DIP Motion and the record before this Court with respect to the DIP Motion, including the record created during the Interim Hearing, and with the consent of the Debtors, the Prepetition Secured Parties and the DIP Lenders to the form and entry of this Interim Order, and good and sufficient cause appearing therefor,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. **Motion Granted.** The DIP Motion is granted in accordance with the terms and conditions set forth in this Interim Order and the DIP Credit Agreement. Any objections to the

DIP Motion with respect to entry of this Interim Order to the extent not withdrawn, waived or otherwise resolved, and all reservations of rights included therein, are hereby denied and overruled.

2. **DIP Financing Documents.**

(a) **Approval of Entry Into DIP Financing Documents.** The Debtors are authorized, empowered and directed to execute and deliver the DIP Financing Documents and to incur and to perform the DIP Obligations in accordance with, and subject to, the terms of this Interim Order and the DIP Financing Documents, and to execute and deliver all instruments and documents which may be required or necessary for the performance by the Debtors under the DIP Financing Documents and the creation and perfection of the DIP Liens described in and provided for by this Interim Order and the DIP Financing Documents. The Debtors are hereby authorized and directed to do and perform all acts, pay the principal, interest, fees, expenses, indemnities and other amounts described in the DIP Credit Agreement as such become due, including, without limitation, commitment fees and reasonable attorneys' fees and disbursements as provided for in the DIP Credit Agreement, which amounts shall not otherwise be subject to approval of this Court.

(b) **Authorization to Borrow/and or Guarantee.** To enable them to continue to preserve the value of their estates and dispose of their assets in an orderly fashion, during the period prior to entry of the Final Order (the "*Interim Period*") and subject to the terms and conditions of this Interim Order, upon the execution of the DIP Credit Agreement, the Debtors are hereby authorized to borrow and/or guarantee, as applicable, the Interim DIP Loan up to a total committed amount of \$5,500,000 under the DIP Financing Documents.

(c) **Conditions Precedent.** The DIP Lenders shall have no obligation to make any loan or advance under the DIP Credit Agreement during the Interim Period unless the conditions precedent to making such loan under the DIP Credit Agreement have been satisfied in full or waived by the DIP Lenders in their sole discretion.

(d) **DIP Liens.** Effective immediately upon the entry of this Interim Order, on account of the Interim DIP Loans, the DIP Lenders are hereby granted the following postpetition security interests and liens (which shall immediately be valid, binding, permanent, continuing, enforceable and non-avoidable) on all of the real, personal and mixed property, whether now owned or hereafter acquired of the Debtors, including, without limitation, any vessels, cash, any investments of such cash, deposit accounts, inventory, equipment, goods, books and records, accounts receivable, other rights to payment whether arising before or after the Petition Date, contracts, properties, plants, equipment, general intangibles, documents, instruments, interest in leaseholds, real property, patents, copyrights, trademarks, trade names, other intellectual property, Equity Interests (as defined in the DIP Credit Agreement), the proceeds of all of the foregoing, and, subject to entry of the Final Order, the proceeds of Avoidance Actions (as defined below) (collectively, the “*DIP Collateral*,” and all such liens and security interests granted on or in the DIP Collateral pursuant to this Interim Order and the DIP Financing Documents, the “*DIP Liens*”):

(i) Subject to the Carve Out (as defined below), pursuant to section 364(c)(2) of the Bankruptcy Code, a perfected, first priority lien on all DIP Collateral that is unencumbered as of the Petition Date and, upon entry of the Final Order, the proceeds of the Debtors’ claims and causes of action under sections 502(d), 544, 545, 547, 548, 549, 550 and 553 of the Bankruptcy Code, and any other avoidance or similar actions

under the Bankruptcy Code or similar state law (the “*Avoidance Actions*”), whether received by judgment, settlement or otherwise;

(ii) Subject to the Carve Out (as defined below), pursuant to section 364(c)(3) of the Bankruptcy Code, a perfected junior lien upon all DIP Collateral that is subject to valid and perfected and unavoidable liens, including the Permitted Prior Liens, in existence on the Petition Date or that is subject to valid liens in existence on the Petition Date that are perfected subsequent to the Petition Date as permitted by Section 546(b) of the Bankruptcy Code, other than the Primed Liens (as defined below) (the “*Prepetition Senior Liens*”);

(iii) Subject to the Carve Out (as defined below), pursuant to section 364(d)(1) of the Bankruptcy Code, a perfected first priority senior priming lien on all DIP Collateral that is subject to the Prepetition Liens, subject only to the Permitted Prior Liens (collectively, the “*Primed Liens*”), which Primed Liens shall be primed by and made subject and subordinate to the perfected first priority senior priming liens to be granted to the DIP Lenders, which senior priming liens in favor of the DIP Lenders shall also prime any liens granted after the Petition Date to provide adequate protection in respect of the Primed Liens.

(e) **DIP Lien Priority.** The DIP Liens securing the DIP Obligations shall be junior and subordinate to (a) the Carve Out (as defined below) and (b) the Prepetition Senior Liens and shall otherwise be senior in priority and superior to any security, mortgage, collateral interest, lien or claim on or to any of the DIP Collateral. Other than as expressly set forth herein, the DIP Liens shall not be made subject to or *pari passu* with any lien or security interest by any court order heretofore or hereafter granted in the Chapter 11 Cases. The DIP Liens shall be valid

and enforceable against any trustee appointed in the Chapter 11 Cases, upon the conversion of any of the Chapter 11 Cases to a case under Chapter 7 of the Bankruptcy Code or in any other proceedings related to any of the foregoing (any “*Successor Cases*”), and/or upon the dismissal of any of the Chapter 11 Cases or Successor Cases.

(f) **Enforceable Obligations.** The DIP Financing Documents shall constitute and evidence the valid and binding obligations of the Debtors, which obligations shall be enforceable against the Debtors, their estates and any successors thereto and their creditors or representatives thereof, in accordance with their terms.

(g) **Protection of DIP Lenders and Other Rights.** From and after the Petition Date, the Debtors shall use the proceeds of the extensions of credit under the DIP Facilities only for the purposes specifically set forth in the DIP Credit Agreement and this Interim Order and in strict compliance with the Budget (subject to any variances thereto permitted by the DIP Credit Agreement).

(h) **Additional Protections of DIP Lenders: Superpriority Administrative Claim Status.** Subject to the Carve Out (as defined below), all DIP Obligations shall constitute an allowed superpriority administrative expense claim (the “*DIP Superpriority Claim*” and, together with the DIP Liens, the “*DIP Protections*”) with priority in all of the Chapter 11 Cases under sections 364(c)(1), 503(b) and 507(b) of the Bankruptcy Code and otherwise over all administrative expense claims and unsecured claims against the Debtors or their estates, now existing or hereafter arising, of any kind or nature whatsoever, including, without limitation, administrative expenses of the kinds specified in or ordered pursuant to sections 105, 326, 328, 330, 331, 365, 503(a), 503(b), 506(c), 507(a), 507(b), 546(c), 546(d), 726 (to the extent permitted by law), 1113 and 1114 and any other provision of the Bankruptcy Code except as

otherwise set forth herein, whether or not such expenses or claims may become secured by a judgment lien or other non-consensual lien, levy or attachment. The DIP Superpriority Claim shall be payable from and have recourse to all prepetition and postpetition property of the Debtors and all proceeds thereof, subject to the Carve Out (as defined below).

3. **Authorization to Use Cash Collateral and Proceeds of DIP Facility.** Pursuant to the terms and conditions of this Interim Order, the DIP Credit Agreement and the other DIP Financing Documents, and in accordance with the Budget and the variances thereto set forth in the DIP Credit Agreement, (a) the Debtors are authorized to use the advances under the DIP Credit Agreement during the period commencing immediately after the entry of this Interim Order and terminating upon the occurrence of an Event of Default (as defined below) and the termination of the DIP Credit Agreement in accordance with its terms and subject to the provisions hereof and (b) the Debtors are authorized to use all Cash Collateral of the Prepetition Secured Parties, *provided* that the Prepetition Secured Parties are granted adequate protection as hereinafter set forth.

4. **Adequate Protection for Prepetition Secured Parties.** As adequate protection for the interest of the Prepetition Secured Parties in the Prepetition Collateral (including Cash Collateral) on account of the granting of the DIP Liens, subordination to the Carve Out (as defined below), the Debtors' use of Cash Collateral and any other decline in value arising out of the automatic stay or the Debtors' use, sale, or disposition or other depreciation of the Prepetition Collateral, the Prepetition Secured Parties shall receive adequate protection as follows:

(a) **Adequate Protection Replacement Liens.** To the extent of the diminution of value of the interests of the Prepetition Secured Parties in the Prepetition Collateral

of the Debtors, the Prepetition Secured Parties shall be granted replacement liens in the DIP Collateral as follows:

(i) *Replacement Liens*: Pursuant to sections 361, 363(e) and 364(d) of the Bankruptcy Code, as adequate protection of the interests of the Prepetition Secured Parties in the Prepetition Collateral of the Debtors, the Debtors hereby grant to the DIP Agent, for the benefit of the Prepetition Secured Parties, continuing valid, binding, enforceable, non-avoidable and automatically perfected postpetition security interests in and liens on the DIP Collateral (the “**Replacement Liens**”).

(ii) *Priority of the Replacement Liens*:

(A) The Replacement Liens shall be junior only to (i) the Carve Out (as defined below), (ii) the DIP Liens, and (iii) the Prepetition Senior Liens. The Replacement Liens shall otherwise be senior to all other security interests in, liens on, or claims against any of the DIP Collateral. The Prepetition Secured Parties’ respective rights with respect to the property secured by the Replacement Liens shall continue to be governed by the Prepetition Intercreditor Agreement.

(B) Except as provided herein, the Replacement Liens shall not be made subject to or *pari passu* with any lien or security interest by any court order heretofore or hereafter entered in the Chapter 11 Cases or any successor Cases, and shall be valid and enforceable against any trustee appointed in any of the Chapter 11 Cases or any successor Cases, or upon the dismissal of any of the

Chapter 11 Cases or Successor Cases. Subject to entry of the Final Order, the Replacement Liens shall not be subject to sections 506(c), 510, 549, or 550 of the Bankruptcy Code. No lien or interest avoided and preserved for the benefit of any estate pursuant to section 551 of the Bankruptcy Code shall be made *pari passu* with or senior to the Replacement Liens.

(b) **Adequate Protection Superpriority Claims.** To the extent of the diminution of value of the interests of the Prepetition Secured Parties in the Prepetition Collateral of the Debtors, the Prepetition Secured Parties shall have an allowed superpriority administrative expense claim as follows:

(i) *Adequate Protection Superpriority Claims:* As further adequate protection of the interests of the Prepetition Secured Parties in the Prepetition Collateral of the Debtors against any diminution in value of such interests in the Prepetition Collateral of the Debtors, the Prepetition Secured Parties are each hereby granted as and to the extent provided by sections 503(b) and 507(b) of the Bankruptcy Code, an allowed superpriority administrative expense claim in each of the Chapter 11 Cases and any Successor Cases (the “*Adequate Protection Superpriority Claims*”).

(ii) *Priority of Adequate Protection Superpriority Claims:* The Adequate Protection Superpriority Claims shall be junior only to the Carve Out (as defined below) and the DIP Superpriority Claims. Except as otherwise provided in this Interim Order, the Adequate Protection Superpriority Claims shall have priority over all administrative expense claims and unsecured claims against the Debtors or their estates, now existing or hereafter arising, of any kind or nature whatsoever, including, without

limitation, administrative expenses of the kinds specified in or ordered pursuant to sections 105, 326, 328, 330, 331, 365, 503(a), 503(b), 506(c), 507(a), 507(b), 546(c), 546(d), 726 (to the extent permitted by law), 1113 and 1114 of the Bankruptcy Code. The Prepetition Secured Parties' respective rights with respect to the payment of any Adequate Protection Superpriority Claims shall continue to be governed by the Prepetition Intercreditor Agreement and all payments on account of Adequate Protection Superpriority Claims shall constitute Specified Debt Payments (as defined in the Prepetition Intercreditor Agreement).

(c) **Right to Credit Bid.** The DIP Lenders and the Prepetition Agent (on behalf of the Existing Lenders) shall each have the right to "*credit bid*" the allowed amount of the DIP Lenders' claims and the Existing Lenders' Claims during any sale of the Prepetition Collateral, including without limitation, sales occurring pursuant to section 363 of the Bankruptcy Code or included as part of any reorganization plan subject to confirmation under section 1129(b)(2)(A)(iii) of the Bankruptcy Code.

(d) **Adequate Protection Payments and Protections.** To the extent any Prepetition Secured Obligations remain outstanding, the Debtors are authorized and directed to provide adequate protection to the Prepetition Agent, on behalf of itself and the Existing Lenders in the form of ongoing payment of the reasonable and documented professional fees and expenses of the Prepetition Agent and Existing Lenders, whether such fees and expenses are incurred prepetition or post-petition, with all accrued professional fees and expenses paid within 7 days after the Petition Date as set forth in the Budget and on a weekly basis in accordance with the Budget thereafter (collectively, the "*Adequate Protection Payments*"). Notwithstanding the foregoing, to the extent the Court determines, pursuant to sections 506(a) or (b) of the

Bankruptcy Code that the Adequate Protection Payments are not properly allocable to fees and/or expenses, the Adequate Protection Payments may be recharacterized as payment(s) applied to the principal amount of the Prepetition Secured Obligations.

5. **Postpetition Lien Perfection.** This Interim Order shall be sufficient and conclusive evidence of the validity, perfection, and priority of the DIP Liens and the Replacement Liens without the necessity of filing or recording any financing statement, deed of trust, mortgage, or other instrument or document which may otherwise be required under the law of any jurisdiction or the taking of any other action (including, for the avoidance of doubt, entering into any deposit account control agreement or obtaining possession of any possessory collateral) to validate or perfect the DIP Liens and the Replacement Liens or to entitle the DIP Liens and the Replacement Liens to the priorities granted herein. Notwithstanding the foregoing, the DIP Lenders and the Prepetition Agent (on behalf of the Existing Lenders) may, each in their sole discretion, file such financing statements, mortgages, notices of liens and other similar documents, and are hereby granted relief from the automatic stay of section 362 of the Bankruptcy Code in order to do so, and all such financing statements, mortgages, notices and other documents shall be deemed to have been filed or recorded at the time and on the date of the commencement of the Chapter 11 Cases.

6. The Debtors shall execute and deliver to the DIP Lenders and the Prepetition Agent all such financing statements, mortgages, notices and other documents as the DIP Lenders and the Prepetition Agent may reasonably request to evidence, confirm, validate or perfect, or to insure the contemplated priority of, the DIP Liens and the Replacement Liens granted pursuant hereto. The DIP Lenders, in their discretion, may file a photocopy of this Interim Order as a financing statement with any recording officer designated to file financing statements or with

any registry of deeds or similar office in any jurisdiction in which any Debtor has real or personal property, and in such event, the recording officer shall be authorized to file or record such copy of this Interim Order.

7. **Reservation of Certain Third Party Rights and Bar of Challenges and Claims.** Nothing in this Interim Order or the DIP Credit Agreement shall prejudice the rights the Committee, if formed, or any other party in interest to the extent it has requisite standing (other than the Debtors and their non-Debtor subsidiaries) may have to object to or challenge the findings herein and the Debtors' stipulations regarding, (i) the validity, extent, perfection or priority of the mortgage, security interests and liens of the Prepetition Secured Parties in and to the Prepetition Collateral of the Debtors, or (ii) the validity, allowability, priority, status or amount of the Prepetition Secured Obligations. Any Committee, if formed, must commence an adversary proceeding raising such objection or challenge, including without limitation, asserting any claim against the Prepetition Secured Parties in the nature of a setoff, counterclaim or defense to the Prepetition Secured Obligations (including but not limited to, those under sections 506, 544, 547, 548, 549 and 550 of the Bankruptcy Code or by way of suit against any of the Prepetition Secured Parties), within (a) forty-five (45) days from the first date the documents which identify the Prepetition Secured Obligations and their validity, priority or perfection are produced to any Committee appointed, and if no Committee has been appointed, to the U.S. Trustee or (b) such later date consented to in writing by the Prepetition Agent (the "***Challenge Period***"). The date that is the next calendar day after the termination of the Challenge Period, in the event that no objection or challenge is raised during the Challenge Period, shall be referred to as the "***Challenge Period Termination Date***". Upon the Challenge Period Termination Date, any and all challenges, claims, causes of action and objections by any party (including, without

limitation, the U.S. Trustee, any Committee, any Chapter 11 or Chapter 7 trustee appointed herein or in any Successor Case, and any other party in interest) shall be deemed to be forever waived and barred, and the Prepetition Secured Obligations shall be deemed to be allowed in full and shall be deemed to be allowed as secured claims within the meaning of section 506 of the Bankruptcy Code for all purposes in connection with the Chapter 11 Cases or any Successor Case, and the Debtors' Stipulations shall be binding on all creditors, interest holders and parties in interest.

8. To the extent any such objection or complaint is filed, the Prepetition Secured Parties may be entitled to include such costs and expenses, including but not limited to reasonable attorneys' fees, incurred in defending the objection or complaint as part of their prepetition claims to the extent allowable under Section 506(b) of the Bankruptcy Code. Notwithstanding anything herein to the contrary, if a Committee has been appointed, only the Committee shall be entitled to bring a Challenge on behalf of the Debtors' estates against any of the Prepetition Secured Parties.

9. **Carve Out.** The DIP Liens, DIP Superpriority Claims, Replacement Liens, and the Adequate Protection Superpriority Claims are subordinate only to the following (the "***Carve Out***"): (i) quarterly fees required to be paid pursuant to 28 U.S.C. § 1930(a)(6) (the "***U.S. Trustee Fees***"), together with interest payable thereon pursuant to applicable law and any fees payable to the Clerk of the Bankruptcy Court; (ii) until the issuance of a notice from the DIP Agent that an Event of Default has occurred (the "***Carve Out Notice***") (which the DIP Agent may only issue upon an Event of Default), the allowed and reasonable fees and expenses of professionals employed by the Debtors and any Committee pursuant to Sections 327 and 1103 of the Bankruptcy Code (the "***Case Professionals***") in the amounts set forth in the Budget; (iii)

following delivery of a Carve Out Notice, an aggregate amount (the “*Residual Carve Out*”) not to exceed \$750,000, provided that (a) any payments made to Case Professionals for services rendered prior to the delivery of the Carve Out Notice and in accordance with the Budget and (b) any fees and expenses of Case Professionals accrued prior to the delivery of the Carve Out Notice in the amounts set forth in the Budget and subsequently allowed, shall not reduce the Residual Carve Out. The Debtors are authorized, in connection with the sale of substantially all of the Debtors’ assets pursuant to the Stalking Horse Agreement (as defined below), to establish an escrow into which will be deposited sufficient funds from the Carve Out and/or Residual Carve Out to pay the Debtors’ unpaid and/or not-yet-allowed professional fees incurred in these cases through the date of the sale, to the extent such payments are consistent with the Budget. Payment from the escrow shall be made upon final Court approval of the Debtors’ professional fees and any hold back of professional fees instituted in these cases.

10. Notwithstanding anything set forth herein, the Carve Out shall exclude any fees and expenses incurred in connection with initiating or prosecuting any claims, causes of action, adversary proceedings, or other litigation against any of the DIP Lenders or the Prepetition Secured Parties, including, without limitation, the assertion or joinder in any claim, counterclaim, action, proceeding, application, motion, objection, defenses or other contested matter, the purpose of which is to seek any order, judgment, determination or similar relief (i) invalidating, setting aside, disallowing, avoiding, challenging or subordinating, in whole or in part, (a) the DIP Obligations, (b) the Prepetition Secured Obligations, (c) the Prepetition Liens, or (d) the DIP Liens, or (ii) preventing, hindering or delaying, whether directly or indirectly, the DIP Lenders’ or Prepetition Secured Parties’ assertion or enforcement of their liens or security interests or realization upon any DIP Collateral or Prepetition Collateral, or (iii) prosecuting any

Avoidance Actions against any DIP Lender or any Prepetition Secured Party, or (iv) challenging the amount, validity, extent, perfection, priority, or enforceability of, or asserting any defense, counterclaim, or offset to, the Prepetition Secured Obligations, or the adequate protection granted herein.

11. Notwithstanding the preceding paragraph 10, the Committee (if appointed) or any representative of the estate (other than the Debtors) shall be authorized to use up to \$20,000 in the aggregate of the Carve Out to investigate the liens, claims and interests of the Prepetition Secured Parties. Nothing herein shall be construed to obligate the Prepetition Secured Parties, or the DIP Lenders, in any way, to pay any professional fees, or to assure that a Debtor has sufficient funds on hand to pay any professional fees.

12. **Payment of Compensation.** Nothing herein shall be construed as consent to the allowance of any professional fees or expenses of any of the Debtors or the Committee or shall affect the right of the DIP Lenders or the Prepetition Secured Parties to object to the allowance and payment of such fees and expenses or to permit the Debtors to pay any such amounts not set forth in the Budget.

13. **Section 506(c) Claims.** Nothing contained in this Interim Order shall be deemed a consent by the Prepetition Secured Parties or the DIP Lenders to any charge, lien, assessment or claim against the DIP Collateral or the Prepetition Collateral under Section 506(c) of the Bankruptcy Code or otherwise. Upon entry of the Final Order, no costs or expenses of administration which have been or may be incurred in the Chapter 11 Cases or any Successor Cases at any time may be charged against any DIP Lender or any Prepetition Secured Party or any of their respective claims or the DIP Collateral or Prepetition Collateral pursuant to sections 105 or 506(c) of the Bankruptcy Code, or otherwise.

14. **Collateral Rights.** Unless the DIP Lenders have provided their prior written consent or all DIP Obligations and all Prepetition Secured Obligations have been paid in full in cash (or will be paid in full in cash upon entry of an order approving indebtedness described in subparagraph (a) below), and all commitments to lend have terminated:

(a) The Debtors shall not seek entry, in these proceedings, or in any Successor Case, of any order which authorizes the obtaining of credit or the incurring of indebtedness that is secured by a security, mortgage, or collateral interest or other lien on all or any portion of the DIP Collateral or the Prepetition Collateral and/or entitled to priority administrative status which is senior or *pari passu* to the liens granted to the DIP Lenders pursuant to this Interim Order (other than the Prepetition Senior Liens), or is senior or *pari passu* to the liens granted to the Existing Lenders on the Prepetition Collateral pursuant to this Interim Order or otherwise; and

(b) The Debtors shall not consent to relief from the automatic stay by any person other than the DIP Lenders with respect to all or any portion of the DIP Collateral without the express written consent of the DIP Lenders.

(c) In the event that the Debtors seek entry of an order in violation of subsection (a) hereof, the Prepetition Agent and/or Existing Lenders shall be granted relief from the automatic stay with respect to the Prepetition Collateral.

15. **Commitment Termination Date.** All DIP Obligations of the Debtors to the DIP Lenders shall be immediately due and payable, and the Debtors' authority to use the proceeds of the DIP Facilities and to use Cash Collateral shall cease, both on the date that is the earliest to occur of: (i) the date that is ninety (90) days after the Petition Date (unless extended by one optional 30-day extension at the request of the DIP Borrower, and in the sole discretion of the DIP Lenders, pursuant to the DIP Credit Agreement), (ii) the date on which the maturity of the

DIP Obligations is accelerated and the commitments under the DIP Facilities are irrevocably terminated in accordance with the DIP Credit Agreement, (iii) the date that is thirty (30) days after the Petition Date if the Debtors have not obtained entry of a Final Order on or before such date (the “*Commitment Termination Date*”).

16. **Disposition of Collateral.** The Debtors shall not sell, transfer, lease, encumber or otherwise dispose of any portion of the DIP Collateral, without the prior written consent of the DIP Lenders (and no such consent shall be implied, from any other action, inaction or acquiescence by the DIP Lenders or an order of this Court), except as provided in the DIP Credit Agreement and this Interim Order and approved by the Bankruptcy Court to the extent required under applicable bankruptcy law. Nothing herein shall prevent the Debtors from making sales in the ordinary course of business to the extent consistent with the Budget.

17. **Events of Default.** The occurrence of an “Event of Default” pursuant to Section 9.01 the DIP Credit Agreement shall constitute an event of default under this Interim Order, unless expressly waived in writing in accordance with the consents required in the DIP Financing Documents (collectively, the “*Events of Default*”). As set forth and/or enumerated in Section 9.01 the DIP Credit Agreement, the following events, among other things (the “*Bankruptcy Milestones*”), shall each constitute an Event of Default thereunder and under this Interim Order and shall be enforceable against the Debtors by the DIP Lenders and/or the Prepetition Secured Parties:

(a) Failure of the Debtors to file and properly serve a motion (the “*Sale Motion*”) by February 28, 2012, in form and substance acceptable to the Prepetition Agent and the DIP Lenders in their sole and absolute discretion, seeking Court approval of: (A) the sale of the assets (the “*Assets*”) described in an Asset Sale Agreement (the “*Stalking Horse*”

Agreement”), in form and substance acceptable to the Prepetition Agent and the DIP Lenders in their sole and absolute discretion, by and among Church Street Health Management, LLC, the other entities identified therein as sellers, and CSHM LLC as purchaser (the “*Purchaser*”), subject to higher or otherwise better offers under the Bidding Procedures (as defined below); (B) bidding procedures in connection with the sale of the Assets (the “*Bidding Procedures*”) in form and substance acceptable to the Prepetition Agent and the DIP Lenders in their sole and absolute discretion; and (C) the scheduling of an auction for the sale of the Assets in accordance with the Bidding Procedures and a sale hearing with respect thereto (the “*Auction*” and “*Sale Hearing*”, respectively), which Sale Motion shall include copies of the Stalking Horse Agreement, the Bidding Procedures and the Bidding Procedures Order (as defined below), and (ii) by no later than the date proscribed in the Bidding Procedures Order (as defined below) properly serve each counterparty to a Designated Seller Contract (as defined in the Stalking Horse Agreement) a notice, in form and substance reasonably acceptable to the Purchaser, setting forth the amount necessary to satisfy any cure costs. The Sale Motion shall be served on all parties that are required to receive notice in the Chapter 11 Cases;

(b) Failure of the Debtors to have the Court enter an order within twenty-one (21) days of the filing of the Sale Motion in form and substance acceptable to the DIP Lenders and the Prepetition Agent in their sole and absolute discretion (i) approving the Stalking Horse Agreement and the Bidding Procedures; and (ii) scheduling the Auction and Sale Hearing (together, the “*Bidding Procedures Order*”);

(c) Failure of the Debtors to conduct the Auction for the Assets within forty-five (45) days of the Petition Date;

(d) Failure of the Debtors to have the Court enter an order not later than ten (10) business days prior to the Closing Date (as defined below) in form and substance acceptable to the DIP Lenders and the Prepetition Agent in their sole and absolute discretion (the “*Sale Order*”) (i) approving the sale of the Assets to the Purchaser pursuant to the Stalking Horse Agreement or to the party otherwise submitting the highest or otherwise best bid(s) for the Assets at the Auction free and clear of all liens, claims and encumbrances; (ii) approving the assumption and assignment of certain contracts designated by the Purchaser (the “*Assigned Contracts*”), without adequate assurance of future performance liability pursuant to section 365(f)(2) of the Bankruptcy Code; (iii) transferring and assigning the Assigned Contracts such that the Assigned Contracts will be in full force and effect from and after the closing of the Sale with non-debtor parties being barred and enjoined from asserting against Purchaser, among other things, defaults, breaches or claims of pecuniary losses existing as of the closing or by reason of the closing; (iv) finding that the Purchasers are good-faith purchasers entitled to the protections of section 363(m) of the Bankruptcy Code; (v) confirming that the Purchasers are acquiring the Assets free and clear of the “Excluded Assets” and “Excluded Liabilities” as defined and described in the Stalking Horse Agreement; (vi) confirming that to the extent Purchaser is owed funds from the Debtors pursuant to the Stalking Horse Agreement, any liability of a Debtor to the Purchasers under the Stalking Horse Agreement shall, pursuant to section 364(c)(1) of the Bankruptcy Code, constitute a super-priority administrative expense in the Debtors’ Chapter 11 Cases with priority over all administrative expenses of the kind specified in section 503(b) or 507(a) of the Bankruptcy Code; (vii) providing that the provisions of Bankruptcy Rules 6004(g) and 6006(d) are waived and there will be no stay of execution of the Sale Order under Rule 62(a) of the Federal Rules of Civil Procedure; (viii) retaining jurisdiction of the Court to interpret and

enforce the terms and provisions of the Stalking Horse Agreement; and (ix) authorizing and approving the results of the Auction;

(e) Failure of the Debtors to complete the purchase and sale of the Assets and the assumption of the “Assumed Liabilities” as defined and described in the Stalking Horse Agreement on the terms described therein on or before April 30, 2012 (the “*Closing Date*”);

(f) Failure of the Debtors to obtain (i) entry of this Interim Order by the Bankruptcy Court in form and substance mutually acceptable to the DIP Lenders and the Prepetition Agent in their sole and absolute discretion and the Debtors within two (2) business days of the Petition Date, and (ii) entry of the Final Order within thirty (30) days of the Petition Date.

18. **Rights and Remedies Upon Event of Default.**

(a) Any otherwise applicable automatic stay is hereby modified so that after the occurrence of any Event of Default and at any time thereafter during the continuance of such Event of Default, upon five (5) day’s prior written notice of such occurrence (the “*Remedies Notice Period*”), in each case given to each of the Debtors, counsel for the Committee, if any, counsel for the Prepetition Agent and the U.S. Trustee, the DIP Lenders shall be entitled to exercise its rights and remedies with respect to the Debtors in accordance with the DIP Financing Documents. Nothing in this Interim Order shall limit the ability of any party to immediately exercise rights and remedies with respect to the DIP Guarantors.

(b) Notwithstanding the preceding paragraph, immediately following the giving of notice by the DIP Lenders of the occurrence of an Event of Default: (i) the Debtors shall continue to deliver and cause the delivery of the proceeds of DIP Collateral to the DIP Lenders as provided in the DIP Credit Agreement and this Interim Order; (ii) the DIP Lenders

shall continue to apply such proceeds in accordance with the provisions of this Interim Order and of the DIP Credit Agreement; (iii) the Debtors shall have no right to use any of such proceeds, nor any other Cash Collateral other than towards the satisfaction of the DIP Obligations and the Carve Out, as provided in the DIP Financing Documents; and (iv) any obligation otherwise imposed on the DIP Lenders to provide any loan or advance to the Debtors pursuant to the DIP Financing Documents shall immediately be suspended. Following the giving of notice by the DIP Lenders of the occurrence of an Event of Default, the Debtors shall be entitled to an emergency hearing before this Court for the sole purpose of contesting whether an Event of Default has occurred and/or is continuing. If the Debtors do not contest the right of the DIP Lenders to exercise their remedies based upon whether an Event of Default has occurred within the Remedies Notice Period, the automatic stay, as to the DIP Lenders, shall automatically terminate at the end of the Remedies Notice Period.

(c) Nothing included herein shall prejudice, impair, or otherwise affect the Prepetition Secured Parties' or the DIP Lenders' rights to seek any other or supplemental relief in respect of the DIP Lenders' rights, as provided in the DIP Credit Agreement.

19. **Proofs of Claim.** The Prepetition Agent and the DIP Lenders will not be required to file proofs of claim in the Chapter 11 Cases or any Successor Case. Any proof of claim so filed shall be deemed to be in addition and not in lieu of any other proof of claim that may be filed by any of the Prepetition Secured Parties. The Prepetition Agent may, but is not required to, file proofs of claims on behalf of the Prepetition First Lien Lenders and/or the Prepetition Second Lien Lenders, individually and/or collectively.

20. **Other Rights and Obligations.**

(a) **Good Faith Under Section 364(e) of the Bankruptcy Code. No**

Modification or Stay of this Interim Order. The DIP Lenders have acted in good faith in connection with negotiating the DIP Financing Documents, extending credit under the DIP Facilities and allowing the use of Cash Collateral, and their reliance on this Interim Order is in good faith. Based on the findings set forth in this Interim Order and the record made during the Interim Hearing, and in accordance with section 364(e) of the Bankruptcy Code, in the event any or all of the provisions of this Interim Order are hereafter reversed, modified amended or vacated by a subsequent order of this or any other Court, the DIP Lenders are entitled to the protections provided in section 364(e) of the Bankruptcy Code. Any such reversal, modification, amendment or vacatur shall not affect the validity and enforceability of any advances made pursuant to this Interim Order or the liens or priority authorized or created hereby. Any claims, liens or DIP Protections granted to the DIP Lenders hereunder arising prior to the effective date of such reversal, modification, amendment or vacatur shall be governed in all respects by the original provisions of this Interim Order, and the DIP Lenders shall be entitled to all of the rights, remedies, privileges and benefits, including the DIP Protections granted herein, with respect to any such claim. Since the loans made pursuant to the DIP Credit Agreement are made in reliance on this Interim Order, the obligations owed to the DIP Lenders prior to the effective date of any reversal or modification of this Interim Order cannot, as a result of any subsequent order in the Chapter 11 Cases or in any Successor Cases, be subordinated, lose their lien priority or superpriority administrative expense claim status, or be deprived of the benefit of the status of the liens and claims granted to the DIP Lenders under this Interim Order and/or the DIP Financing Documents.

(b) Binding Effect. The provisions of this Interim Order shall be binding upon and inure to the benefit of the DIP Lenders, the Prepetition Secured Parties, the Debtors and each of their respective successors and assigns (including any trustee or other fiduciary hereinafter appointed as a legal representative of the Debtors or with respect to the property of the estates of the Debtors) whether in the Chapter 11 Cases, in any Successor Cases, or upon dismissal of any such chapter 11 or chapter 7 Case.

(c) No Waiver. The failure of the Prepetition Secured Parties or the DIP Lenders to seek relief or otherwise exercise their rights and remedies under the DIP Financing Documents, the DIP Facilities, this Interim Order or otherwise, as applicable, shall not constitute a waiver of any of the Prepetition Secured Parties' or the DIP Lenders' rights hereunder, thereunder, or otherwise. Notwithstanding anything herein, the entry of this Interim Order is without prejudice to, and does not constitute a waiver of, expressly or implicitly, or otherwise impair the Prepetition Secured Parties or the DIP Lenders under the Bankruptcy Code or under non-bankruptcy law, including without limitation, the rights of the Prepetition Secured Parties and the DIP Lenders to (i) request conversion of the Chapter 11 Cases to cases under Chapter 7, dismissal of the Chapter 11 Cases, or the appointment of a trustee in the Chapter 11 Cases, or (ii) propose, subject to the provisions of section 1121 of the Bankruptcy Code, a plan of reorganization (iii) exercise any of the rights, claims or privileges (whether legal, equitable or otherwise) the DIP Lenders or the Prepetition Secured Parties (subject to the terms of the Prepetition Intercreditor Agreement, as defined in the DIP Credit Agreement) may have pursuant to this Order, the DIP Financing Documents, the Prepetition Credit Documents, or applicable law, or (iv) enforce the Prepetition Intercreditor Agreement. Nothing in this Interim Order shall interfere with the rights of any party with respect to any non-Debtors.

(d) No Third Party Rights. Except as explicitly provided for herein, this Interim Order does not create any rights for the benefit of any third party, creditor, equity holder or any direct, indirect, or incidental beneficiary.

(e) No Marshaling. Neither the DIP Lenders nor the Prepetition Secured Parties shall be subject to the equitable doctrine of “marshaling” or any other similar doctrine with respect to any of the DIP Collateral or Prepetition Collateral, as applicable.

(f) Section 552(b). In light of their agreement to subordinate their liens and superpriority claims (i) to the Carve Out in the case of the DIP Lenders, and (ii) to the Carve Out and the DIP Liens in the case of the Prepetition Secured Parties, each DIP Lender and each of the Prepetition Secured Parties are entitled to all of the rights and benefits of section 552(b) of the Bankruptcy Code and the “equities of the case” exception shall not apply with respect to proceeds, product, offspring or profits of any of the Prepetition Collateral or the DIP Collateral.

(g) Amendment. The Debtors and the DIP Lenders may amend or waive any provision of the DIP Financing Documents, provided that, to the extent such amendment or waiver impairs the Debtors or DIP Collateral of the Debtors, such amendment must be on notice to the Office of the U.S. Trustee and any Committee (if appointed), provided that such amendment or waiver, in the reasonable judgment of the Debtors and the DIP Lenders, is both non-prejudicial to the rights of third parties or is not material. Except as otherwise provided herein, no waiver, modification, or amendment of any of the provisions of the DIP Financing Documents shall be effective unless set forth in writing, signed on behalf of all the Debtors and the DIP Lenders, and, if material, approved by the Bankruptcy Court. Nothing herein shall preclude the Debtors and the DIP Lenders from implementing any amendment or waiver or any provision of the DIP Financing Documents that pertains solely to the DIP Guarantors.

21. **Survival of Interim Order and Other Matters.** The provisions of this Interim Order and any actions taken pursuant hereto shall survive entry of any order which may be entered (i) confirming any Plan in the Chapter 11 Cases, (ii) converting any of the Chapter 11 Cases to a case under chapter 7 of the Bankruptcy Code or any Successor Cases, (iii) to the extent authorized by applicable law, dismissing any of the Chapter 11 Cases, (iv) withdrawing of the reference of any of the Chapter 11 Cases from this Court, or (v) providing for abstention from handling or retaining of jurisdiction of any of the Chapter 11 Cases in this Court. The terms and provisions of this Interim Order including the DIP Protections granted pursuant to this Interim Order and the DIP Financing Documents and any protections granted to the Prepetition Secured Parties, shall continue in full force and effect notwithstanding the entry of such order, and such DIP Protections and protections for the Prepetition Secured Parties shall maintain their priority as provided by this Interim Order until all the obligations of the Debtors to the DIP Lenders pursuant to the DIP Financing Documents and to the Prepetition Secured Parties have been indefeasibly paid in full and in cash and discharged (such payment being without prejudice to any terms or provisions contained in the DIP Financing Documents which survive such discharge by their terms). The DIP Obligations shall not be discharged by the entry of an order confirming a plan of reorganization, the Debtors having waived such discharge pursuant to section 1141(d)(4) of the Bankruptcy Code.

(a) **Inconsistency.** In the event of any inconsistency between the terms and conditions of the DIP Financing Documents and of this Interim Order, the provisions of this Interim Order shall govern and control.

(b) **Enforceability.** This Interim Order shall constitute findings of fact and conclusions of law pursuant to the Bankruptcy Rule 7052 and shall take effect and be fully

enforceable *nunc pro tunc* to the Petition Date immediately upon entry of this Interim Order. Notwithstanding Bankruptcy Rules 4001(a)(3), 6004(h), 6006(d), 7062, 9024, or any other Bankruptcy Rule, or Rule 62(a) of the Federal Rules of Civil Procedure, this Interim Order shall be immediately effective and enforceable upon its entry and there shall be no stay of execution or effectiveness of this Interim Order. The rights of all parties in interest to object to the terms of the Final Order, the DIP Credit Agreement and any other DIP Financing Documents at the Final Hearing are expressly reserved.

(c) Objections Overruled. All objections to the DIP Motion to the extent not withdrawn or resolved, are hereby overruled on an interim basis.

(d) No Waivers or Modification of Interim Order. The Debtors irrevocably waive any right to seek any modification or extension of this Interim Order without the prior written consent of the DIP Lenders and the Prepetition Secured Parties and no such consent shall be implied by any other action, inaction or acquiescence of the DIP Lenders and the Prepetition Secured Parties.

22. **No Effect on Non-Debtor Collateral.** Notwithstanding anything set forth herein, neither the liens nor claims granted in respect of the Carve Out shall be senior to any liens or claims of the DIP Lenders with respect to DIP Guarantors or any other non-Debtor or any of their assets.

23. **Final Hearing.**

(a) The Final Hearing to consider entry of the Final Order and final approval of the DIP Facilities is scheduled for [____], 2012 at [__]:[__] [__].m. Central Standard time at the United States Bankruptcy Court for the Middle District of Tennessee. If no objections to the relief sought in the Final Hearing are filed and served in accordance with this Interim Order, no

Final Hearing may be held, and a separate Final Order may be presented by the Debtors and entered by this Court.

(b) On or before [____], 2012, the Debtors shall serve, by United States mail, first-class postage prepaid, notice of the entry of this Interim Order and of the Final Hearing (the “*Final Hearing Notice*”), together with copies of this Interim Order, the proposed Final Order and the DIP Motion, on: (a) the parties having been given notice of the Interim Hearing; (b) any party which has filed prior to such date a request for notices with this Court; (i) the Office of the U.S. Trustee; (ii) the United States Securities and Exchange Commission; (iii) the Office of the United States Attorney for the Middle District of Tennessee; (iv) the Internal Revenue Service; (v) the Debtors’ fifty largest unsecured creditors on a consolidated basis; (vi) counsel to the Prepetition Agent; (vii) counsel to the Existing Lenders; (viii) counsel to the DIP Agent and the DIP Lenders; and (ix) all other known parties asserting a lien on the Debtors’ assets. The Final Hearing Notice shall state that any party in interest objecting to the entry of the proposed Final Order shall file written objections with the Clerk of the Bankruptcy Court no later than [____], 2012 at 4:00 p.m. Central Standard time which objections shall be served so that the same are received on or before such date by: (a) bankruptcy counsel for the Debtors, Waller Lansden Dortch & Davis, LLP, 511 Union Street, Suite 2700, Nashville, TN 37219, Attn: John C. Tishler, Esq.; (b) co-counsel for the DIP Agent and DIP Lenders, Gibson, Dunn & Crutcher LLP, 200 Park Avenue, New York, NY 10166, Attn: David M. Feldman, Esq. and J. Eric Wise, Esq., and Burr & Forman LLP, 700 Two American Center, 3102 West End Avenue, Nashville, TN 37203, Attn: David W. Houston IV, Esq.; (c) counsel to the Committee, if any; and (d) the Office of the United States Trustee for the Middle District of Tennessee, 318 Customs house, 701 Broadway, Nashville, TN 37203, Attn: Beth R. Derrick, and shall be filed with the Clerk of

the United States Bankruptcy Court for the Middle District of Tennessee, in each case to allow actual receipt of the foregoing no later than [____], 2012, at 4:00 p.m. Central Standard time. Notwithstanding the terms of this Interim Order, this Court is not precluded from entering a Final Order containing provisions that are inconsistent with, or contrary to any of the terms in this Interim Order, subject to the protections under Section 364(e) and the rights of the DIP Lenders to terminate the DIP Credit Agreement if such Final Order is not acceptable to them. In the event this Court modifies any of the provisions of this Interim Order or the DIP Financing Documents following such further hearing, such modifications shall not affect the rights and priorities of DIP Lenders pursuant to this Interim Order with respect to the DIP Collateral, and any portion of the DIP Obligations which arises or is incurred, advanced or paid prior to such modifications (or otherwise arising prior to such modifications), and this Interim Order shall remain in full force and effect except as specifically amended or modified at such Final Hearing.

(c) Retention of Jurisdiction. The Bankruptcy Court has and will retain jurisdiction to enforce this Interim Order.

**THIS ORDER WAS SIGNED AND ENTERED ELECTRONICALLY
AS INDICATED AT THE TOP OF THE FIRST PAGE.**

Approved for Entry by:

/s/ John C. Tishler

John C. Tishler, BPR No. 13441

Katie G. Stenberg, BPR No. 22301

Robert P. Sweeter, BPR No. 28859

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*Proposed Attorneys for the Debtors and
Debtors in Possession*