

EXHIBIT B

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE**

In re:)	
)	Chapter 11
)	
PRONERVE HOLDINGS, LLC, <i>et al.</i> , ¹)	Case No. 15-10373 (KJC)
)	
Debtors.)	(Jointly Administered)
)	
)	Related Docket NoNos.: <u>47, 107</u>

**ORDER AUTHORIZING THE DEBTORS-
TO (I) EMPLOY AND RETAIN ALVAREZ & MARSAL HEALTHCARE-
INDUSTRY GROUP, LLC TO PROVIDE THE-
DEBTORS CERTAIN OFFICERS AND ADDITIONAL PERSONNEL *NUNC-
PRO TUNC* TO THE PETITION DATE AND (II) GRANTING RELATED RELIEF**

Upon the motion (the “Motion”)² of the debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the “Debtors”), for the entry of an order (this “Order”) (i) authorizing the Debtors to retain Alvarez & Marsal Healthcare Industry Group, LLC (“A&M”) to provide certain officers and additional personnel *nunc pro tunc* to the Petition Date (as defined herein) and (ii) granting relief related thereto; and it appearing that this Court has jurisdiction to consider the Motion pursuant to 28 U.S.C. §§ 157 and 1334; and the Court having found that venue of these Chapter 11 Cases and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having found that this matter is a core proceeding pursuant to 28 U.S.C. § 157(b); and the Court having found that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors and other parties in

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.

² All capitalized terms used but otherwise not defined herein shall have the meanings set forth in the Motion.

interest; and it appearing that proper and adequate notice of the Motion has been given and that, except as otherwise ordered herein, no other or further notice is necessary; and it appearing that the relief is necessary to avoid immediate and irreparable harm to the Debtors and their estates; and after due deliberation thereon; and good and sufficient cause appearing therefor, IT IS HEREBY ORDERED THAT:

1. The Motion is granted to the extent set forth herein.
2. The Debtors are authorized, ~~pursuant to sections 105(a) and 363 of the Bankruptcy Code to retain A&M to provide the Debtors with certain officers and Additional Personnel in accordance with the terms and conditions set forth in the Engagement Letter, *nunc pro tunc* to the Petition Date except as otherwise explicitly set forth in the Motion or limited by the terms of this Order.~~ to engage A&M on the terms described in the Motion, subject to the following terms, which apply notwithstanding anything in the Motion or any exhibits related thereto to the contrary:
 3. ~~The terms of the Engagement Letter are approved in all respects except as limited by the terms of this Order.~~
 - a. 4. A&M and its affiliates shall not act in any other capacity (for example, and without limitation, as a financial advisor, claims agent/claims administrator, or investor/acquirer) in connection with the above-captioned cases.
 - b. 5. In the event the Debtors seek to have A&M personnel assume executive officer positions that are different than the position(s) disclosed in the Motion, or to materially change the terms of the engagement by either (i) modifying the functions of ~~executive~~ personnel, (ii) adding new ~~executive~~ personnel, or (iii) altering or expanding the scope of the engagement, a motion to modify the retention shall be filed.

c. ~~6. No principal, employee or independent contractor of A&M and its affiliates shall serve as a director of any of the above-captioned Debtors during the pendency of the above-captioned cases.~~ A&M shall file with the Court with copies to the United States Trustee ("United States Trustee") and all official committees a report of staffing on the engagement for the previous month. Such report shall include the names and functions filled of the individuals assigned. All staffing shall be subject to review by the Court in the event an objection is filed.

d. ~~7. A&M shall file with the Court, and provide notice to the Notice Parties~~ United States Trustee and all official committees, reports of compensation earned, ~~and expenses incurred, and staffing of the Retention Personnel on the engagement~~ on a monthly basis ~~(the "Monthly Report").~~ Such report ~~reports~~ shall contain summary charts which describe the ~~time incurred and~~ services provided, identify the compensation earned by ~~the Engagement Personnel, an itemization of~~ each executive officer and staff employee provided, and itemize the expenses incurred, ~~and the names and functions filled of those staffed on the engagement.~~ Time records shall (i) be appended to the reports, (ii) contain ~~detailed~~ time entries describing the task(s) performed ~~on a daily basis~~, and (iii) be organized by project category. Parties in interest shall have fifteen (15) days from the date of service to object to the compensation and staffing reports. In the event an objection is filed and said objection cannot be resolved, the matter shall be scheduled for a hearing before this court.

~~8. The Notice Parties shall have fifteen (15) days from service to object to the compensation and staffing set forth in the Monthly Report. In the event that an objection is timely filed by a Notice Party and said objection cannot be resolved, the matter shall be scheduled for a hearing before this court at a time convenient to the parties.~~

~~9. The Debtors are authorized to pay A&M, in the ordinary course of business, all amounts invoiced by A&M for fees and expenses payable under this Order.~~

e. No principal, employee or independent contractor of A&M and its affiliates shall serve as a director of any of the above-captioned Debtors during the pendency of the above-captioned cases.

f. Success fees, transaction fees, completion fee or other back-end fees shall be approved by the Court at the conclusion of the case on a reasonableness standard and are not being pre-approved by entry of this Order. No success fee, transaction fee, completion fee or back-end fee shall be sought upon conversion of the case, dismissal of the case for cause, or appointment of a trustee.

g. ~~10.~~ The Debtors are permitted to ~~provide indemnification to the A&M Indemnified Professionals (as such term is defined in the Engagement Letter) consistent with the terms set forth in the Engagement Letter~~ indemnify those persons serving as executive officers on the same terms as provided to the Debtors' other officers and directors under the corporate bylaws and applicable state law, along with insurance coverage under the Debtors' D&O policy.

h. ~~11. Prior to any increases in rates as set forth in the Pillari Declaration, A&M shall file a supplemental declaration with the Court and give ten business days' notice to the Debtors, the Office of the United States Trustee for the District of Delaware and any official committee, which supplemental affidavit shall explain the basis for the requested rate increases in accordance with section 330(a)(3)(F) of the Bankruptcy Code and indicate whether the Debtors have received notice of and approved the proposed rate increase~~ There shall be no indemnification of A&M or its affiliates.

~~i.~~ ~~12.~~ For a period of three years after the conclusion of the engagement, neither A&M nor any of its affiliates shall make any investments in the Debtors or the ~~reorganized~~Reorganized Debtors.

~~j.~~ ~~13.~~ A&M shall disclose any and all facts that may have a bearing on whether the firm, its affiliates, and/or any ~~Engagement Personnel~~individuals working on the engagement hold or represent any interest adverse to the Debtors, their creditors, or other parties in interest. The obligation to disclose identified in this subparagraph ~~shall be~~is a continuing obligation.

~~14. The Debtors and A&M are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Motion.~~

~~3.~~ ~~15. Notice of the Motion as provided therein is deemed to be good and sufficient notice of such Application, and the requirements of the Local Bankruptcy Rules are satisfied by the contents of the Motion~~Payment of A&M's professional fees by the Debtors' estates shall not exceed \$225,000 per month. Costs and expense reimbursements shall not apply against the monthly fee cap.

~~4.~~ ~~16.~~ To the extent ~~the Motion, the Pillari Declaration, or~~there is inconsistency between the terms of the Engagement Letter ~~conflicts with, the Motion, and~~ this Order, the terms of this Order shall govern.

~~17. The terms and conditions of this Order shall be immediately effective and enforceable upon its entry.~~

~~5.~~ ~~18.~~ ~~The~~Notwithstanding anything to the contrary in the Motion, the Engagement Letter or the Dispute Resolution Procedures, this Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation,

interpretation, and enforcement of this Order, and the Engagement Letter, ~~and/or the services~~
~~provided by the Engagement Personnel.~~

Dated: March __, 2015
Wilmington, Delaware

THE HONORABLE KEVIN J. CAREY
UNITED STATES BANKRUPTCY JUDGE

Document comparison by Workshare Compare on Wednesday, March 18, 2015
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Description	#32722733v6<Active> - ProNerve - A&M Retention Application (Exhibit A - Proposed Order)
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