

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

In re:  
  
GLOBAL WOUND CARE MEDICAL GROUP, a  
Professional Corporation,<sup>1</sup>  
  
Debtor and Debtor in Possession.

Chapter 11  
  
Case No. 24-34908  
  
(Emergency Hearing Requested)

**DEBTOR’S EMERGENCY MOTION FOR ENTRY  
OF INTERIM AND FINAL ORDERS (I) AUTHORIZING  
THE DEBTOR TO (A) CONTINUE USING ITS CASH MANAGEMENT  
SYSTEM, AND (B) MAINTAIN EXISTING BANK ACCOUNT AND BUSINESS  
FORMS AND BOOKS AND RECORDS, AND (II) GRANTING RELATED RELIEF**

**EMERGENCY RELIEF HAS BEEN REQUESTED. RELIEF IS REQUESTED NOT LATER THAN OCTOBER 24, 2024.**  
  
**IF YOU OBJECT TO THE RELIEF REQUESTED OR YOU BELIEVE THAT EMERGENCY CONSIDERATION IS NOT WARRANTED, YOU MUST APPEAR AT THE HEARING IF ONE IS SET, OR FILE A WRITTEN RESPONSE PRIOR TO THE DATE THAT RELIEF IS REQUESTED IN THE PRECEDING PARAGRAPH. OTHERWISE, THE COURT MAY TREAT THE PLEADING AS UNOPPOSED AND GRANT THE RELIEF REQUESTED.**

Global Wound Care Medical Group, a Professional Corporation, the debtor and debtor in possession in the above-captioned case (the “Debtor”), files this motion (the “Motion”) for entry of an order pursuant to §§ 105, 345, 363 and 364 of chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”), Rules 6003 and 6004 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) and Rule 9013-1(b) of the Local Rules (the “BLR”) for the United States Bankruptcy Court for the Southern District of Texas (the “Bankruptcy Court”) (A) authorizing the Debtor to (i) continue using the Cash Management System (defined herein), including honoring certain prepetition obligations related thereto, and (ii) maintain its existing Bank Account,

<sup>1</sup> The last four digits of the Debtor’s tax identification number in the jurisdiction in which it operates is 3572.



Business Forms, and Books and Records (defined herein); and (B) granting related relief. The Debtor requests that the Court schedule a final hearing within approximately twenty-one (21) days after the commencement of this chapter 11 case to consider entry of the final order. In support of this Motion, the Debtor respectfully states as follows:

**I. JURISDICTION AND VENUE**

1. The Court has jurisdiction over this matter under 28 U.S.C. §§ 157(a) and 1334. Venue is proper in this district under 28 U.S.C. § 1408 and 1409. This is a core proceeding under 28 U.S.C. § 157(b)(2).

2. The statutory basis for the relief requested are §§ 105, 345, 363, 364 and 1184 of the Bankruptcy Code, Bankruptcy Rules 6003 and 6004, and BLR 9013-1.

**II. BACKGROUND**

**A. General Background**

3. On October 21, 2024 (the "Petition Date"), the Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtor continues to operate its business and manage its property as a debtor-in-possession pursuant to § 1184 of the Bankruptcy Code.

4. A description of the Debtor, its business, and the facts and circumstances supporting this Motion and the reasons for commencing this case are set forth in greater detail in the *Declaration of Ralph Cetrulo in Support of Chapter 11 Petition and First Day Motions* (the "First Day Declaration"), filed contemporaneously herewith and incorporated herein by reference.

5. The First Day Declaration is incorporated by reference herein. The relief requested herein is directly supported by paragraphs 39-43 of the First Day Declaration.

**B. Facts Relevant to this Motion**

6. The Debtor uses a simple cash management system (the "Cash Management System") to collect, transfer, and disburse funds generated by its operations. The only deposit account held by the Debtor is a checking account at Wells Fargo (the "Bank"), account number

XXXXXX9783 (the “Bank Account”). The Debtor conducts all of its business out of the Bank Account. As of October 21, 2024, the cash balance of the Bank Account was \$16,778,536.00.

7. The Cash Management System constitutes an ordinary course and essential business practice of the Debtor. The Cash Management System provides significant benefits to the Debtor including, among other things, the ability to control corporate funds, ensure the availability of funds when necessary, and reduce costs and administrative expenses by facilitating the movement of funds and developing timely and accurate account balance information.

8. The Debtor incurs periodic transaction charges and other fees in connection with the maintenance of the Bank Account (the “Bank Fees”).<sup>2</sup> The Debtor is charged on or around the last day of each month for transaction fees for the previous month. The Debtor also pays routine charges for wire transfers, which are automatically deducted from the Bank Account.

9. As part of the Cash Management System, the Debtor uses a variety of preprinted business forms (including letterhead, correspondence forms, invoices, and other business forms) in the ordinary course of business (collectively, and as they may be modified from time to time, the “Business Forms”). The Debtor also maintains books and records to document its financial results and a wide array of operating information (collectively, the “Books and Records”). To avoid a significant disruption to its business operations and to minimize administrative expense to its estate, the Debtor requests authorization to continue using all of the Business Forms and Books and Records in a manner consistent with prepetition practice, without reference to the Debtor’s status as a chapter 11 debtor in possession.

10. The Debtor also utilizes various forms of electronic payment — electronic funds transfers (“EFTs”) and automatic clearing-house (or “ACH”) transactions.

11. Granting this Motion is a critical part of the Debtor’s reorganization and is necessary for a smooth transition into chapter 11. The majority of the Debtor’s receipts are received in the form of ACH transactions from Medicare and various commercial insurance carriers.

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<sup>2</sup> The average gross Bank Fees for the past three months was approximately \$300.

Separate from the ACH transactions, the Debtor also receives checks from secondary Payors (defined below)<sup>3</sup> that account for the Debtor's remaining revenue. There is a high degree of likelihood of significant delays in collections if the Debtor is required to close its existing Bank Account and open a new one. This is especially true due to the complexity in processes for the submission and payment of claims from the Debtor's Payors. Specifically, if the Debtor is required to close its Bank Account and open new accounts, the deposit of the payments it receives from numerous sources would be disrupted while the Payors (some of which are governmental agencies) change their internal records regarding the new deposit instructions, which can be a very lengthy process. Relatedly, the Debtor's accounting staff, which also will be working on supplying all of the information needed to meet the Debtor's chapter 11 reporting requirements, as well as performing their regular tasks, would be further distracted by a needless, time-consuming exercise of closing the Bank Account, opening new ones, advising and explaining the same to interested parties, addressing the logistical issues of getting the Payors to utilize the new accounts and getting checks printed for the new disbursement account(s).

12. In addition, the Debtor lacks any meaningful cash reserves and requires immediate access to its cash receipts. This need has been exacerbated by the suspension of payments to the Debtor, further depleting available cash to the detriment of the Debtor and its creditors. Any delay in collection of those receipts that are available pending resolution of disputes with Medicare could jeopardize the Debtor's ability to conduct its business, which, in turn, would harm the many patients who rely on prompt, accurate, and complete shipment of wound care supplies from the Debtor. Such delays would threaten the Debtor's reorganization and could cause it to immediately cease operations.

13. The Debtor also relies upon its Bank Account and Cash Management System for other important business functions, including payment of payroll, applicable state and federal payroll taxes, and payment of vendors to buy biologics needed for the Debtor's business. Any

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<sup>3</sup> Medicare, the various commercial insurance carriers, and the secondary payors shall be collectively referred to as the "Payors".

disruption in the Debtor's ability to make these types of disbursements when and as required in the ordinary course could cause employees and customers to lose confidence in the Debtor's ability to function as a going concern.

### **III. RELIEF REQUESTED**

14. The Debtor seeks entry of interim and final orders, substantially in the attached form (respectively, the "Interim Order" and "Final Order"), (A) authorizing the Debtor to (i) continue using the Cash Management System, including honoring certain prepetition obligations related thereto, and (ii) maintain its existing Bank Account, Business Forms, and Books and Records; and (B) granting related relief. The Debtor requests that the Court schedule a final hearing within approximately twenty-one (21) days after the commencement of this Chapter 11 Case to consider entry of the Final Order. This relief is requested pursuant to §§ 105(a), 345(b) and 363(c) of the Bankruptcy Code.

### **IV. BASIS FOR RELIEF**

#### **A. Continuation of the Cash Management System Is in the Best Interests of the Debtor and All Other Parties in Interest**

15. The efficient and economical operation of the Debtor's business requires that the Cash Management System continue during the pendency of this chapter 11 case. Requiring the Debtor to adopt a new, segmented cash management system would be expensive, create unnecessary administrative burdens, and be extraordinarily disruptive to its business operations. Any such disruption would have a severe and adverse impact upon the success of this chapter 11 case. Accordingly, the Debtor seeks authority to continue using the Cash Management System in the same manner as the Cash Management System was utilized prior to the Petition Date, and to implement ordinary course changes to it consistent with past practices. The Bankruptcy Code provides for such relief.

16. Section 363(c)(1) of the Bankruptcy Code authorizes the debtor in possession to "enter into transactions, including the sale or lease of property of the estate, in the ordinary course of business . . . and may use property of the estate in the ordinary course of business without notice

or a hearing.” The purpose of § 363(c)(1) of the Bankruptcy Code is to provide a debtor in possession with the flexibility to engage in the ordinary transactions required to operate its business without unneeded oversight by its creditors or the court. *In re HLC Props., Inc.*, 55 B.R. 685, 686 (Bankr. N.D. Tex. 1985) (finding “no need to further burden the docket or the staff of the Court with a superfluous order” when a transaction is in the ordinary course of business); *Med. Malpractice Ins. Ass’n v. Hirsch (In re Lavigne)*, 114 F.3d 379, 384 (2d Cir. 1997); *Chaney v. Official Comm. of Unsecured Creditors of Crystal Apparel, Inc. (In re Crystal Apparel, Inc.)*, 207 B.R. 406, 409 (S.D.N.Y. 1997). Included within the purview of § 363(c) of the Bankruptcy Code is a debtor’s ability to continue the “routine transactions” necessitated by a debtor’s cash management system. *Amdura Nat’l Distrib. Co. v. Amdura Corp. (In re Amdura Corp.)*, 75 F.3d 1447, 1453 (10th Cir. 1996). A cash management system allows a debtor “to administer more efficiently and effectively its financial operations and assets.” *Southmark Corp. v. Grosz (In re Southmark Corp.)*, 49 F.3d 1111, 1114 (5th Cir. 1995). Accordingly, § 363(c)(1) of the Bankruptcy Code authorizes the continuation of the Cash Management System as it operated prepetition without the Court’s approval.

17. To the extent the relief requested herein is found to fall outside of the Debtor’s ordinary course of business, the Court may grant such relief pursuant to § 363(b) of the Bankruptcy Code, which provides, in relevant part, that “[t]he [debtor], after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate.” 11 U.S.C. § 363(b)(1). Courts in the Fifth Circuit have granted a debtor’s request to use property of the estate outside of the ordinary course of business pursuant to § 363(b) of the Bankruptcy Code upon a finding that such use is supported by sound business reasons. *See, e.g., Black v. Shor (In re BNP Petroleum Corp.)*, 642 F. App’x 429, 435 (5th Cir. 2016); *Institutional Creditors of Cont’l Air Lines v. Cont’l Air Lines (In re Cont’l Air Lines)*, 780 F.2d 1223, 1226 (5th Cir. 1986) (“[F]or a debtor-in-possession or trustee to satisfy its fiduciary duty to the debtor, creditors and equity holders, there must be some articulated business justification for using, selling, or leasing the property outside the ordinary course of business.”); *see also In re Crutcher Res. Corp.*, 72 B.R.

628, 631 (Bankr. N.D. Tex. 1987) (“A Bankruptcy Judge has considerable discretion in approving a § 363(b) sale of property of the estate other than in the ordinary course of business, but the movant must articulate some business justification for the sale.”); *In re Terrace Gardens Park P’ship*, 96 B.R. 707, 714 (Bankr. W.D. Tex. 1989).

18. In addition, the Court has authority, pursuant to its equitable powers under § 105(a) of the Bankruptcy Code, to authorize the relief requested herein because such relief is necessary for the Debtor to carry out its duties under § 1107(a) of the Bankruptcy Code. Section 1107(a) of the Bankruptcy Code “contains an implied duty of the debtor-in-possession to ‘protect and preserve the estate, including an operating business’ going-concern value.” *In re CEI Roofing, Inc.*, 315 B.R. 50, 59 (Bankr. N.D. Tex. 2004) (quoting *In re CoServ, L.L.C.*, 273 B.R. 487, 497 (Bankr. N.D. Tex. 2002)). Under § 105(a) of the Bankruptcy Code, “[t]he court may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title.” 11 U.S.C. § 105(a); *see CoServ*, 273 B.R. at 491–93 & n.6 (holding that §§ 105 and 1107 of the Bankruptcy Code provide authority for a debtor-in-possession to pay prepetition claims); *see also In re CEI Roofing*, 315 B.R. at 56; *In re Mirant Corp.*, 296 B.R. 427 (Bankr. N.D. Tex. 2003).

19. Maintaining the existing Cash Management System is in the best interests of the Debtor’s estate and all parties in interest and, therefore, should be approved. If the Debtor is required to alter the way in which it collects and disburse cash throughout the Cash Management System, its operations will experience significant disruptions, which ultimately would frustrate the Debtor’s ability to maximize the value of its estate. Further, the Cash Management System provides material benefits to the Debtor, including the ability to (i) ensure the maximum availability of funds when and where necessary and (ii) reduce costs and administrative expenses by facilitating the movement of funds and the development of more timely and accurate account information.

20. Courts in this district and others have approved postpetition continuation of a debtor’s cash management system in similar circumstances. *See, e.g., In re Air Methods Corporation*, No. 23-90886 (MI) (Bankr. S.D. Tex. Oct. 24, 2023) (Docket No. 222); *In re Genesis*

*Care Pty Limited*, No. 23-90614 (DRJ) (Bankr. S.D. Tex. June 1, 2023) (Docket No. 374); *In re Envision Healthcare Corporation*, No. 23-90342 (CML) (Bankr. S.D. Tex. May 15, 2023) (Docket No. 454); *In re Serta Simmons Bedding, LLC*, No. 23-90020 (DRJ) (Bankr. S.D. Tex. Jan. 24, 2023) (Docket No. 778); *In re Core Scientific, Inc.*, No. 22-90341 (DRJ) (Bankr. S.D. Tex. Dec. 22, 2022) (Docket No. 332); *In re Talen Energy Supply, LLC*, No. 22-90054 (MI) (Bankr. S.D. Tex. May 10, 2022) (Docket No. 1271). Similar relief is also appropriate here.

**B. Maintenance of the Debtor’s Existing Bank Account and Business Forms Is Warranted**

21. The Operating Guidelines and Reporting Requirements for Debtors in Possession and Trustees (the “UST Operating Guidelines”) published by the Office of the United States Trustee for Region 7 (the “U.S. Trustee”) generally require that a chapter 11 debtor, among other things: (i) open new bank accounts at a depository approved by the U.S. Trustee; (ii) close all existing bank accounts and open new debtor in possession accounts; (iii) maintain a separate debtor in possession account for cash collateral; (iv) obtain checks that bear the designation “Debtor in Possession”; and (v) reference the debtor’s bankruptcy case number and type of account on each such check. *See* U.S. Dep’t of Justice, Region 7 Guidelines for Debtors-in-Possession § IV (2022).<sup>4</sup>

22. The Debtor requests that the Court waive the requirements of the UST Operating Guidelines, which would require, among other things, the closure of the Bank Account and the opening of new deposit account(s). Strict enforcement of the UST Operating Guidelines with respect to the Cash Management System would disrupt the Debtor’s ordinary financial operations by reducing efficiencies, increasing administrative burdens, and creating unnecessary expenses.

23. Indeed, as noted above, if the Debtor is required to close its Bank Account and open new accounts, the deposit of the payments it receives from numerous sources would be disrupted while the Payors implement new deposit instructions. Any interruption in the Debtor’s cash flow would certainly interfere with the continuity of the Debtor’s operations, which could result in a potentially harmful interruption of the Debtor’s business, and could detrimentally impact patient

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<sup>4</sup> [https://www.justice.gov/ust-regions-r07/file/r07\\_dip\\_guidelines.pdf/download](https://www.justice.gov/ust-regions-r07/file/r07_dip_guidelines.pdf/download).



care. Perhaps more significantly, the Debtor also has certain obligations that it pays exclusively by electronic funds transfer and changes to the Bank Account have the potential of slowing down these crucial payments. Relatedly, as noted above, the Debtor's accounting staff, which also will be working on supplying all of the information needed to meet the Debtor's chapter 11 reporting requirements, as well as performing their regular tasks, would be further distracted by a needless, time-consuming exercise of closing the Bank Account, opening new ones, advising and explaining the same to interested parties, addressing the logistical issues of getting the Payors to utilize the new accounts and getting checks printed for the new disbursement account(s).

24. This chapter 11 case will be more orderly if the Debtor is permitted to maintain its Bank Account with the same account numbers during this case. By preserving business continuity and avoiding the disruption and delay to the Debtor's disbursement obligations, all parties in interest, including employees, vendors, and customers, will be best served by the relief requested herein.

25. Furthermore, the Debtor's continued use of its existing Business Forms will not prejudice parties in interest because parties doing business with the Debtor will know of the Debtor's status as debtors in possession.

26. In addition, to the extent necessary, the Debtor requests authority to make ordinary course changes to the Cash Management System. Courts in this district and in other districts have granted debtors similar relief in other complex chapter 11 cases. *See, e.g., In re Air Methods Corp.*, No. 23-90886 (MI) (Bankr. S.D. Tex. Oct. 24, 2023) (Docket No. 222); *In re Genesis Care Pty Ltd.*, No. 23-90614 (DRJ) (Bankr. S.D. Tex. June 1, 2023) (Docket No. 374); *In re Envision Healthcare Corp.*, No. 23-90342 (CML) (Bankr. S.D. Tex. May 15, 2023) (Docket No. 454); *In re Serta Simmons Bedding, LLC*, No. 23-90020 (DRJ) (Bankr. S.D. Tex. Jan. 24, 2023) (Docket No. 778); *In re Core Scientific, Inc.*, No. 22-90341 (DRJ) (Bankr. S.D. Tex. Dec. 22, 2022) (Docket No. 332); *In re Talen Energy Supply, LLC*, No. 22-90054 (MI) (Bankr. S.D. Tex. May 10, 2022) (Docket No. 1271). Similar relief is also appropriate here.

**C. The Court Should Authorize the Debtor to Pay Prepetition Bank Fees**

27. The Court should authorize the Debtor to pay Bank Fees and similar charges, if any, incurred prior to the commencement of this chapter 11 case. As the *CoServ* court stated, “it is only logical that the bankruptcy court be able to use section 105(a) of the Code to authorize satisfaction of the prepetition claim in aid of preservation or enhancement of the estate.” *CoServ*, 273 B.R. at 497.

28. Here, payment of any prepetition Bank Fees is in the best interests of the Debtor and all parties-in-interest in this case because it will prevent any disruption to the Cash Management System and ensure that the Debtor’s receipt of and access to funds is not delayed. Further, because the Bank may have setoff rights for the Bank Fees, payment of such prepetition amounts should not alter recoveries to unsecured creditors in this chapter 11 case.

29. Courts in this district and in other districts have granted debtors similar relief in other complex chapter 11 cases. *See, e.g., In re Air Methods Corp.*, No. 23-90886 (MI) (Bankr. S.D. Tex. Oct. 24, 2023) (Docket No. 222); *In re Genesis Care Pty Ltd.*, No. 23-90614 (DRJ) (Bankr. S.D. Tex. June 1, 2023) (Docket No. 374); *In re Envision Healthcare Corp.*, No. 23-90342 (CML) (Bankr. S.D. Tex. May 15, 2023) (Docket No. 454); *In re Serta Simmons Bedding, LLC*, No. 23-90020 (DRJ) (Bankr. S.D. Tex. Jan. 24, 2023) (Docket No. 778); *In re Core Scientific, Inc.*, No. 22-90341 (DRJ) (Bankr. S.D. Tex. Dec. 22, 2022) (Docket No. 332); *In re Talen Energy Supply, LLC*, No. 22-90054 (MI) (Bankr. S.D. Tex. May 10, 2022) (Docket No. 1271). Similar relief is also appropriate here.

**D. Cause Exists to Modify Certain Requirements of § 345(b) of the Bankruptcy Code**

30. Section 345 of the Bankruptcy Code governs a debtor’s deposit and investment of cash during a chapter 11 case and authorizes deposits or investments of money as “will yield the maximum reasonable net return on such money, taking into account the safety of such deposit or investment.” 11 U.S.C. § 345(a). For deposits or investments that are not “insured or guaranteed by the United States or by a department, agency, or instrumentality of the United States or backed by the full faith and credit of the United States,” § 345(b) of the Bankruptcy Code requires the

estate to obtain, from the entity with which money is deposited or invested, a bond in favor of the United States and secured by the undertaking of an adequate corporate surety, unless the Court, for cause, orders otherwise. *Id.* § 345(b). In the alternative, the estate may require the entity to deposit governmental securities pursuant to 31 U.S.C. § 9303, which provides that when a person is required by law to give a surety bond, that person, in lieu of a surety bond, may instead provide an eligible obligation, designated by the Secretary of the Treasury as an acceptable substitute for a surety bond. *See* 31 U.S.C. §§ 9301, 9303.

31. Investment of cash in strict compliance with the requirements of § 345(b) of the Bankruptcy Code would, in chapter 11 cases such as this one, be inconsistent with § 345(a) of the Bankruptcy Code, which permits a debtor in possession to make such investments of money of the estate “as will yield the maximum reasonable net return on such money.” Thus, in 1994, to avoid “needlessly handcuff[ing] larger, more sophisticated debtors”, Congress amended § 345(b) of the Bankruptcy Code to provide that its strict investment requirements may be waived or modified if the Court so orders “for cause.” *See In re Ditech Holding Corp.*, 605 B.R. 10, 22 (Bankr. S.D.N.Y. 2019) (citing H.R. Rep. 103-835, at 46-47, 103rd Cong., 2d Sess. 210 (Oct. 4, 1994) and explaining that the legislative purpose behind the enactment of section 345(b) was to ensure “that the funds of a bankrupt that are obligated to creditors are invested prudently and safely with the eventual goal of being able to satisfy all claims against the bankrupt estate,” while also giving bankruptcy courts the flexibility to modify such requirement for “just cause” where strict compliance might “work to needlessly handcuff larger, more sophisticated debtors.”)).

32. Additionally, the UST Operating Guidelines generally require chapter 11 debtors to, among other things, deposit all estate funds into an account with a financial institution that has executed a Uniform Deposit Agreement (“UDA”) with, and are designated as authorized depositories by, the U.S. Trustee (each, an “Authorized Depository”).

33. Here, the Debtor only has one Bank Account that is not maintained at a financial institution that is an Authorized Depository. Moreover, such Bank Account is located in the United States and is insured by the FDIC. To the extent that the Debtor’s Bank Account is located at a

financial institution that has not executed a UDA with the U.S. Trustee, the Debtor does not anticipate that the account balance will exceed the FDIC insurance limit of \$250,000 for any substantial amount of time. Thus, the Debtor believes that any funds that are deposited in the Bank Account are secure, and, therefore, the Debtor is in compliance with § 345 of the Bankruptcy Code with respect to such Bank Account.

34. Nevertheless, to the extent that the Bank Account does not comply with the requirements set forth in § 345 of the Bankruptcy Code, the Debtor, out of an abundance of caution, seeks a 45-day extension to comply with § 345(b) of the Bankruptcy Code for “cause,” without prejudice to the Debtor’s right to seek a waiver in a final order or further extensions of time.

**E. Cause Exists to Authorize the Bank to Honor Checks and Electronic Fund Transfers**

35. The Debtor further requests that the Court authorize applicable financial institutions to receive, process, honor, and pay any and all checks issued, or to be issued, and electronic funds transfers requested, or to be requested, by the Debtor in accordance with this Motion, to the extent that sufficient funds are on deposit in available funds in the Bank Account to cover such payment. The Debtor also seeks authority to issue new postpetition checks or effect new postpetition electronic funds transfers in replacement of any checks or fund transfer requests on account of prepetition obligations relating to the Cash Management System that are dishonored or rejected as a result of the commencement of the Debtor’s chapter 11 case.

**V. EMERGENCY CONSIDERATION**

36. The Debtor requests emergency consideration of this Motion pursuant to Bankruptcy Rule 6003, which empowers a court to grant relief within the first twenty-one days after the commencement of a chapter 11 case “to the extent that relief is necessary to avoid immediate and irreparable harm.” FED. R. BANKR. P. 6003. An immediate and orderly transition into chapter 11 is critical to the viability of the Debtor’s operations. Failure to receive the requested relief during the first twenty-one (21) days after the Petition Date could imperil the Debtor’s restructuring and cause irreparable harm. Thus, the Debtor has satisfied the “immediate and

irreparable harm” standard of Bankruptcy Rule 6003 and requests that the Court approve the relief requested in this Motion on an emergency basis.

**VI. WAIVER OF BANKRUPTCY RULES 6004(a) AND 6004(h)**

37. The Debtor requests that the Court enter an order providing that notice of the relief requested herein satisfies Bankruptcy Rule 6004(a) and that the Debtor has established cause to exclude such relief from the fourteen (14) day stay period under Bankruptcy Rule 6004(h).

**VII. RESERVATION OF RIGHTS**

38. Nothing contained herein or any actions taken pursuant to such relief requested is intended or shall be construed as: (a) an admission as to the amount of, basis for, or validity of any claim against the Debtor under the Bankruptcy Code or other applicable non-bankruptcy law; (b) a waiver of the Debtor’s or any other party in interest’s right to dispute any claim on any grounds; (c) a promise or requirement to pay any claim; (d) an implication or admission that any particular claim is of a type specified or defined in this Motion or any order granting the relief requested by this Motion or a finding that any particular claim is an administrative expense claim or other priority claim; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to § 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtor’s estate; (g) a waiver or limitation of the Debtor’s, or any other party in interest’s, rights under the Bankruptcy Code or any other applicable law; or (h) a concession by the Debtor that any liens (contractual, common law, statutory, or otherwise) that may be satisfied pursuant to the relief requested in this Motion are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens. If the Court grants the relief sought herein, any payment made pursuant to the Court’s order is not intended and should not be construed as an admission as to the validity of any particular claim or a waiver of the Debtor’s or any other party in interest’s rights to subsequently dispute such claim.

### **VIII. NOTICE**

39. The Debtor has provided notice of this Motion to the following parties or their respective counsel: (a) the U.S. Trustee for the Southern District of Texas; (b) the holders of the twenty (20) largest unsecured claims against the Debtor; (c) the Office of the United States Attorney for the Southern District of Texas; (d) the Internal Revenue Service; (e) the state attorneys general for states in which the Debtor conducts business; (f) the Bank; and (g) any party that has requested notice pursuant to Bankruptcy Rule 2002 (collectively, the “Notice Parties”). In light of the nature of the relief requested, no other or further notice is required.

### **IX. CONCLUSION**

40. The Debtor respectfully requests that this Court enter the Order granting the relief requested herein and such other relief as the Court deems appropriate under the circumstances.

Dated: October 21, 2024

Respectfully submitted,

*/s/ Casey W. Doherty, Jr.*

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*Proposed Counsel to Debtor and Debtor in Possession*

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

In re:

GLOBAL WOUND CARE MEDICAL GROUP, a  
Professional Corporation,<sup>5</sup>

Debtor and Debtor in Possession.

Chapter 11

Case No. 24-34908

(Emergency Hearing Requested)

**INTERIM ORDER (I) AUTHORIZING  
THE DEBTOR TO (A) CONTINUE USING ITS CASH MANAGEMENT  
SYSTEM, AND (B) MAINTAIN EXISTING BANK ACCOUNT AND BUSINESS  
FORMS AND BOOKS AND RECORDS, AND (II) GRANTING RELATED RELIEF**

Upon the emergency motion (the “Motion”)<sup>6</sup> of Global Wound Care Medical Group, a Professional Corporation, the debtor and debtor in possession in the above-captioned case (the “Debtor”), for entry of an interim order (this “Interim Order”), (A) authorizing the Debtor to (i) continue using the Cash Management System, including honoring certain prepetition obligations related thereto, and (ii) maintain its existing Bank Account, Business Forms, and Books and Records, and (B) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334; and this Court having found that (a) this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); (b) venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; (c) the relief requested in the Motion is in the best interests of the Debtor’s estate, its creditors, and other parties in interest; and (d) the Debtor’s notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court, if any; and this

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<sup>5</sup> The last four digits of the Debtor’s tax identification number in the jurisdiction in which it operates is 3572.

<sup>6</sup> Capitalized terms used herein but not otherwise defined shall have the meanings given to them in the Motion.

Court having determined that the legal and factual bases set forth in support of the Motion establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The final hearing (the “Final Hearing”) on the Motion shall be held on \_\_\_\_\_, 2024, at \_\_:\_\_ .m., Central Prevailing Time. Any objections or responses to entry of a final order on the Motion shall be filed on or before 4:00 p.m., Central Prevailing Time, on \_\_\_\_\_, 2024. In the event no objections to entry of a final order on the Motion are timely received, the Court may enter such final order without need for the Final Hearing.

2. Subject to the limitations of this Interim Order, the Debtor is authorized to: (a) continue using the Cash Management System as described in the Motion and honor any prepetition obligations related to the use thereof, including, but not limited to, any existing prefunding arrangements consistent with prepetition practice with the Bank, provided that the Debtor shall provide notice to the U.S. Trustee and any statutory committee appointed in this chapter 11 case of any material changes to the Cash Management System; (b) designate, maintain, and close the Bank Account; (c) deposit funds in and withdraw funds from the Bank Account by all means, including checks, wire transfers, ACH transfers, and other debits or electronic means; (d) treat its prepetition Bank Account for all purposes as a debtor in possession account; and (e) pay the Bank Fees, including any prepetition amounts, and any ordinary course Bank Fees incurred in connection with the Bank Account, and to otherwise perform its obligations under the Bank Account agreement; provided that in the case of each of (a) through (e), such action is taken in the ordinary course of business and consistent with prepetition practices.

3. The Debtor is authorized to continue using, in their present form, the Business Forms, as well as checks and other documents related to the Bank Account existing immediately before the Petition Date, and maintain and continue using, in their present form, the Books and Records; provided that once it has exhausted its existing stock of Business Forms, it shall ensure that any new Business Forms are clearly labeled “Debtor In Possession” and with respect to any Business Forms that exist or are generated electronically, the Debtor shall ensure that such



electronic Business Forms are clearly labeled “Debtor In Possession” within ten (10) business days.

4. Except as otherwise provided in this Interim Order and only to the extent sufficient funds standing in the Debtor’s credit are available in the Bank Account, the Bank is authorized, but not directed, to continue to service and administer the Bank Account as an account of the Debtor as a debtor in possession, without interruption and in the ordinary course of business, consistent with prepetition practices, including prefunding arrangements, and to receive, process, honor, and pay any and all checks, drafts, wire transfers, and ACH and other transfers issued, whether before or after the Petition Date, and drawn on the Bank Account after the Petition Date by the holders or makers thereof, as the case may be; provided that the Debtor will instruct the Bank as to which checks, drafts, wire transfers (excluding any wire transfers or ACH transfers that the Bank is obligated to settle), or other items presented, issued, or drawn, shall not be honored.

5. The Debtor is authorized to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer requests that are dishonored as a consequence of this chapter 11 case with respect to prepetition amounts owed in connection with the relief granted herein.

6. Except as otherwise provided in this Interim Order, the Bank is authorized to charge, and the Debtor is authorized to pay, honor, or allow, prepetition and postpetition fees, costs, charges, overdrafts, dishonored or returned checks, and expenses, including the Bank Fees, and charge back returned items, whether such items were deposited prepetition or postpetition, to the Bank Account in the ordinary course of business and consistent with prepetition practices. Any such postpetition fees, costs, charges, overdrafts, dishonored or returned checks, and expenses,

including the Bank Fees, or charge-backs that are not so paid shall be entitled to priority as administrative expenses pursuant to § 503(b)(1) of the Bankruptcy Code.

7. As soon as practicable after entry of this Interim Order, the Debtor shall serve a copy of this Interim Order on the Bank.

8. The Debtor shall maintain accurate and detailed records of all transfers in accordance with its prepetition practices, so that all transactions may be ascertained, traced, recorded properly, and distinguished between prepetition and postpetition transactions.

9. Except as otherwise set forth herein, the Debtor and the Bank may, without further order of the Court, and to the extent permitted under the terms of any Financing Order, agree and implement changes to the Cash Management System and procedures in the ordinary course of business. The Debtor is only authorized to close the Bank Account after providing seven (7) days prior written notice to the Notice Parties.

10. The Debtor is authorized to open new bank accounts so long as (a) any such new account is with a bank that (i) is insured with the FDIC or the Federal Savings and Loan Insurance Corporation, (ii) is designated as an authorized depository by the U.S. Trustee, and (iii) agrees to be bound by the terms of this Interim Order and (b) the Debtor provides seven (7) days prior written notice to the Notice Parties of the opening of such account; provided that each account opened by the Debtor on or after the Petition Date at any bank shall, for purposes of this Interim Order, be deemed a permissible bank account as if it had been listed in this Motion, and the bank at which such new account is maintained shall, for purposes of this Interim Order, be deemed a permissible bank. The opening of the new bank accounts shall be timely indicated on the Debtor's monthly operating reports.

11. Nothing contained herein shall prevent the Debtor from closing the Bank Account or any other bank accounts the Debtor may open pursuant to this order, as it may deem necessary and appropriate, to the extent consistent with any orders of this Court relating thereto, and any relevant bank is authorized to honor the Debtor's requests to close such bank accounts. The Debtor

shall give notice of the closure of any such bank account to the U.S. Trustee and any statutory committee.

12. The Bank and any other banks at which the Debtor may open an account pursuant to this order are authorized to debit the Debtor's accounts in the ordinary course of business and without further order of the Court on account of (a) all checks drawn on the Debtor's accounts that were cashed at the banks' counters or exchanged for cashier's or official checks by the payees thereof prior to the Petition Date; (b) all checks, ACH entries, or other items deposited in, or credited to, one of the Debtor's accounts with such bank prior to the Petition Date which have been dishonored, reversed, or returned unpaid for any reason, together with any fees and costs in connection therewith, to the same extent the Debtor was responsible for such items prior to the Petition Date; and (c) all undisputed prepetition and postpetition amounts outstanding, if any, owed to the bank as Bank Fees for the maintenance of the Cash Management System and charge back returned items to the bank accounts in the ordinary course.

13. Notwithstanding any other provision of this Interim Order, should any bank honor a prepetition check or other item drawn on any account that is the subject of this Interim Order (a) at the direction of the Debtor to honor such prepetition check or item, (b) in a good faith belief that the Court has authorized such prepetition check or item to be honored, or (c) as the result of an innocent mistake made despite implementation of customary item handling procedures, such bank shall not be deemed to be nor shall be liable to the Debtor, its estate or any other person or entity, or otherwise be in violation of this Interim Order. The banks may rely, without a duty of inquiry, upon the failure of the Debtor to issue a stop payment order with respect to any item, whether such item is issued prepetition or postpetition, as a direction by the Debtor that such item be paid.

14. All time periods set forth in this Interim Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

15. Notwithstanding the relief granted herein and any actions taken pursuant to such relief, nothing in this Interim Order shall be deemed: (a) an admission as to the amount of, basis for, or validity of any claim against the Debtor entity under the Bankruptcy Code or other

applicable non-bankruptcy law; (b) a waiver of the Debtor's or any other party in interest's right to dispute any claim on any grounds; (c) a promise or requirement to pay any claim; (d) an implication or admission that any particular claim is of a type specified or defined in the Motion or any order granting the relief requested by the Motion or a finding that any particular claim is an administrative expense claim or other priority claim; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to § 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtor's estate; (g) a waiver or limitation of the Debtor's, or any other party in interests, rights under the Bankruptcy Code or any other applicable law; or (h) a concession by the Debtor that any liens (contractual, common law, statutory or otherwise) that may be satisfied pursuant to the relief requested in the Motion are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity or perfection or seek avoidance of all such liens.

16. Nothing in this Interim Order authorizes the Debtor to accelerate any payments not otherwise due prior to the date of the Final Hearing.

17. Notwithstanding anything to the contrary in this Interim Order, any payment made or to be made hereunder, and any authorization herein, shall be subject to the requirements (if any) imposed on the Debtor under any order(s) of this Court approving the postpetition secured debtor in possession financing facility and the use of cash collateral (any such order, a "Financing Order"), including any documentation with respect to such financing and any budget in connection with such Financing Order. In the event of any conflict between the terms of this Interim Order

and a Financing Order, the terms of the applicable Financing Order shall control (solely to the extent of such conflict).

18. The contents of the Motion satisfy the requirements of Bankruptcy Rule 6003(b).

19. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of Bankruptcy Rule 6004(a) and the Bankruptcy Local Rules are satisfied by such notice.

20. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Interim Order are immediately effective and enforceable upon its entry.

21. The Debtor is authorized to take all actions necessary to effectuate the relief granted in this Interim Order.

22. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Interim Order.

Dated: \_\_\_\_\_, 2024

\_\_\_\_\_  
**[Name of Judge]**  
**UNITED STATES BANKRUPTCY JUDGE**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

In re:

GLOBAL WOUND CARE MEDICAL GROUP, a  
Professional Corporation,<sup>1</sup>

Debtor and Debtor in Possession.

Chapter 11

Case No. 24-34908

(Emergency Hearing Requested)

**FINAL ORDER (I) AUTHORIZING  
THE DEBTOR TO (A) CONTINUE USING ITS CASH MANAGEMENT  
SYSTEM, AND (B) MAINTAIN EXISTING BANK ACCOUNT AND BUSINESS  
FORMS AND BOOKS AND RECORDS, AND (II) GRANTING RELATED RELIEF**

Upon the emergency motion (the “Motion”)<sup>2</sup> of Global Wound Care Medical Group, a Professional Corporation, the debtor and debtor in possession in the above-captioned case (the “Debtor”), for entry of a final order (this “Final Order”), (A) authorizing the Debtor to (i) continue using the Cash Management System, including honoring certain prepetition obligations related thereto, and (ii) maintain its existing Bank Account, Business Forms, and Books and Records, and (B) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334; and this Court having found that (a) this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); (b) venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; (c) the relief requested in the Motion is in the best interests of the Debtor’s estate, its creditors, and other parties in interest; and (d) the Debtor’s notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be

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<sup>1</sup> The last four digits of the Debtor’s tax identification number in the jurisdiction in which it operates is 3572.

<sup>2</sup> Capitalized terms used herein but not otherwise defined shall have the meanings given to them in the Motion.

provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court, if any; and this Court having determined that the legal and factual bases set forth in support of the Motion establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is **HEREBY ORDERED THAT:**

1. Subject to the limitations of this Final Order, the Debtor is authorized to: (a) continue using the Cash Management System as described in the Motion and honor any prepetition obligations related to the use thereof, including, but not limited to, any existing prefunding arrangements consistent with prepetition practice with the Bank, provided that the Debtor shall provide notice to the U.S. Trustee and any statutory committee appointed in this chapter 11 case of any material changes to the Cash Management System; (b) designate, maintain, and close the Bank Account; (c) deposit funds in and withdraw funds from the Bank Account by all means, including checks, wire transfers, ACH transfers, and other debits or electronic means; (d) treat its prepetition Bank Account for all purposes as a debtor in possession account; and (e) pay the Bank Fees, including any prepetition amounts, and any ordinary course Bank Fees incurred in connection with the Bank Account, and to otherwise perform its obligations under the Bank Account agreement; provided that in the case of each of (a) through (e), such action is taken in the ordinary course of business and consistent with prepetition practices.

2. The Debtor is authorized to continue using, in their present form, the Business Forms, as well as checks and other documents related to the Bank Account existing immediately before the Petition Date, and maintain and continue using, in their present form, the Books and Records; provided that once it has exhausted its existing stock of Business Forms, it shall ensure that any new Business Forms are clearly labeled "Debtor In Possession" and with respect to any Business Forms that exist or are generated electronically, the Debtor shall ensure that such

electronic Business Forms are clearly labeled “Debtor In Possession” within ten (10) business days.

3. Except as otherwise provided in this Final Order and only to the extent sufficient funds standing in the Debtor’s credit are available in the Bank Account, the Bank is authorized, but not directed, to continue to service and administer the Bank Account as an account of the Debtor as a debtor in possession, without interruption and in the ordinary course of business, consistent with prepetition practices, including prefunding arrangements, and to receive, process, honor, and pay any and all checks, drafts, wire transfers, and ACH and other transfers issued, whether before or after the Petition Date, and drawn on the Bank Account after the Petition Date by the holders or makers thereof, as the case may be; provided that the Debtor will instruct the Bank as to which checks, drafts, wire transfers (excluding any wire transfers or ACH transfers that the Bank is obligated to settle), or other items presented, issued, or drawn, shall not be honored.

4. The Debtor is authorized to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer requests that are dishonored as a consequence of this chapter 11 case with respect to prepetition amounts owed in connection with the relief granted herein.

5. Except as otherwise provided in this Final Order, the Bank is authorized to charge, and the Debtor is authorized to pay, honor, or allow, prepetition and postpetition fees, costs, charges, overdrafts, dishonored or returned checks, and expenses, including the Bank Fees, and charge back returned items, whether such items were deposited prepetition or postpetition, to the Bank Account in the ordinary course of business and consistent with prepetition practices. Any such postpetition fees, costs, charges, overdrafts, dishonored or returned checks, and expenses,



including the Bank Fees, or charge-backs that are not so paid shall be entitled to priority as administrative expenses pursuant to § 503(b)(1) of the Bankruptcy Code.

6. As soon as practicable after entry of this Final Order, the Debtor shall serve a copy of this Final Order on the Bank.

7. The Debtor shall maintain accurate and detailed records of all transfers in accordance with its prepetition practices, so that all transactions may be ascertained, traced, recorded properly, and distinguished between prepetition and postpetition transactions.

8. Except as otherwise set forth herein, the Debtor and the Bank may, without further order of the Court, and to the extent permitted under the terms of any Financing Order, agree and implement changes to the Cash Management System and procedures in the ordinary course of business. The Debtor is only authorized to close the Bank Account after providing seven (7) days prior written notice to the Notice Parties.

9. The Debtor is authorized to open new bank accounts so long as (a) any such new account is with a bank that (i) is insured with the FDIC or the Federal Savings and Loan Insurance Corporation, (ii) is designated as an authorized depository by the U.S. Trustee, and (iii) agrees to be bound by the terms of this Final Order and (b) the Debtor provides seven (7) days prior written notice to the Notice Parties of the opening of such account; provided that each account opened by the Debtor on or after the Petition Date at any bank shall, for purposes of this Final Order, be deemed a permissible bank account as if it had been listed in this Motion, and the bank at which such new account is maintained shall, for purposes of this Final Order, be deemed a permissible bank. The opening of the new bank accounts shall be timely indicated on the Debtor's monthly operating reports.

10. Nothing contained herein shall prevent the Debtor from closing any the Bank Account or any other bank accounts the Debtor may open pursuant to this order, as it may deem necessary and appropriate, to the extent consistent with any orders of this Court relating thereto, and any relevant bank is authorized to honor the Debtor's requests to close such bank accounts.

The Debtor shall give notice of the closure of any such bank account to the U.S. Trustee and any statutory committee.

11. The Bank and any other banks at which the Debtor may open an account pursuant to this order are authorized to debit the Debtor's accounts in the ordinary course of business and without further order of the Court on account of (a) all checks drawn on the Debtor's accounts that were cashed at the banks' counters or exchanged for cashier's or official checks by the payees thereof prior to the Petition Date; (b) all checks, ACH entries, or other items deposited in, or credited to, one of the Debtor's accounts with such bank prior to the Petition Date which have been dishonored, reversed, or returned unpaid for any reason, together with any fees and costs in connection therewith, to the same extent the Debtor was responsible for such items prior to the Petition Date; and (c) all undisputed prepetition and postpetition amounts outstanding, if any, owed to the bank as Bank Fees for the maintenance of the Cash Management System and charge back returned items to the bank accounts in the ordinary course.

12. Notwithstanding any other provision of this Final Order, should any bank honor a prepetition check or other item drawn on any account that is the subject of this Final Order (a) at the direction of the Debtor to honor such prepetition check or item, (b) in a good faith belief that the Court has authorized such prepetition check or item to be honored, or (c) as the result of an innocent mistake made despite implementation of customary item handling procedures, such bank shall not be deemed to be nor shall be liable to the Debtor, its estate or any other person or entity, or otherwise be in violation of this Final Order. The banks may rely, without a duty of inquiry, upon the failure of the Debtor to issue a stop payment order with respect to any item, whether such item is issued prepetition or postpetition, as a direction by the Debtor that such item be paid.

13. All time periods set forth in this Final Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

14. Notwithstanding the relief granted herein and any actions taken pursuant to such relief, nothing in this Final Order shall be deemed: (a) an admission as to the amount of, basis for, or validity of any claim against the Debtor entity under the Bankruptcy Code or other applicable

non-bankruptcy law; (b) a waiver of the Debtor's or any other party in interest's right to dispute any claim on any grounds; (c) a promise or requirement to pay any claim; (d) an implication or admission that any particular claim is of a type specified or defined in the Motion or any order granting the relief requested by the Motion or a finding that any particular claim is an administrative expense claim or other priority claim; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to § 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtor's estate; (g) a waiver or limitation of the Debtor's, or any other party in interests, rights under the Bankruptcy Code or any other applicable law; or (h) a concession by the Debtor that any liens (contractual, common law, statutory, or otherwise) that may be satisfied pursuant to the relief requested in the Motion are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens.

15. Notwithstanding anything to the contrary in this Final Order, any payment made or to be made hereunder, and any authorization herein, shall be subject to the requirements (if any) imposed on the Debtor under any order(s) of this Court approving the postpetition secured debtor in possession financing facility and the use of cash collateral (any such order, a "Financing Order"), including any documentation with respect to such financing and any budget in connection with such Financing Order. In the event of any conflict between the terms of this Final Order and

a Financing Order, the terms of the applicable Financing Order shall control (solely to the extent of such conflict).

16. The contents of the Motion satisfy the requirements of Bankruptcy Rule 6003(b).

17. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of Bankruptcy Rule 6004(a) and the Bankruptcy Local Rules are satisfied by such notice.

18. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Final Order are immediately effective and enforceable upon its entry.

19. The Debtor is authorized to take all actions necessary to effectuate the relief granted in this Final Order.

20. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Final Order.

Dated: \_\_\_\_\_, 2024

\_\_\_\_\_  
**[Name of Judge]**  
**UNITED STATES BANKRUPTCY JUDGE**