

**Dated: October 10, 2024**

**The following is ORDERED:**



Janice D. Loyd  
U.S. Bankruptcy Judge

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE WESTERN DISTRICT OF OKLAHOMA**

	X	
In re	:	
	:	Chapter 11
HOSPITAL FOR SPECIAL SURGERY, LLC	:	
<i>Db</i> a ONECORE HEALTH,	:	Case No. 24-12862-JDL
	:	
Debtor.	:	
	:	
	X	

**INTERIM ORDER PURSUANT TO 11 U.S.C. §§ 105, 361, 362, 363, 364, 503, 506 AND 507, (I) AUTHORIZING THE USE OF CASH COLLATERAL, (II) GRANTING ADEQUATE PROTECTION, (III) MODIFYING THE AUTOMATIC STAY, (IV) SCHEDULING A FINAL HEARING AND (V) GRANTING RELATED RELIEF**

This matter is before the Court on the Motion dated October 7, 2024 (the “Motion”)<sup>1</sup> of Hospital for Special Surgery, LLC *dba* OneCore Health ( “OneCore” or the “Debtor”) in the above-referenced chapter 11 case (the “Chapter 11 Case”), for entry of an interim order (this “Interim Order”) and a final order (“Final Order”), under sections 105, 361, 362, 363(c)(2), 363(e), 503,

<sup>1</sup> All defined terms shall have the meaning ascribed to them in the Motion unless otherwise defined herein.



506(c), and 507 of title 11 of the United States Code, 11 U.S.C. §§ 101 – 1532 (as amended, the “Bankruptcy Code”), and rules 2002, 4001, 6003, 6004, and 9014 of the Federal Rules of Bankruptcy Procedure (as amended, the “Bankruptcy Rules”) and rule 4001-1 and 9013-1 of the Local Rules of the United States Bankruptcy Court for the Western District of Oklahoma, seeking, among other things:

1. Authorization for the Debtor’s use of cash collateral, as such term is defined in section 363(a) of the Bankruptcy Code, including, without limitation, accounts receivable and the proceeds thereof, (“Cash Collateral”) in accordance with the terms and conditions set forth in this Interim Order;

2. Authorization to provide adequate protection of the liens and security interests granted by Debtor for the benefit of the prepetition secured lenders pursuant to credit facility number 471621 (the “Credit Facility”) evidenced by that certain Business Loan Agreement by and between Hospital For Special Surgery, L.L.C., as Borrower and BOKF, NA d/b/a Bank of Oklahoma (“BOKF”), as Lender, dated as of February 10, 2023, as amended from time to time, (the “Business Loan Agreement”), that certain Commercial Security Agreement by and between Debtor and BOKF dated February 10, 2023 granting liens and security interests in the Prepetition Collateral (as defined below), that certain Promissory Note made by Debtor in favor of BOKF dated February 10, 2023 in the original principal amount of \$1,500,000.00, and the Related Documents, as defined in the Business Loan Agreement (collectively, the “Credit Facility Documents”).

3. Authorization for the Debtor to grant, as adequate protection to BOKF: (i) valid, enforceable, nonavoidable and fully perfected replacement security interests and liens on Prepetition Collateral to BOKF to secure all obligations of OneCore under and with respect to the

Credit Facility (collectively, the “BOK Obligations”), and (ii) superpriority claims (including a superpriority administrative expense claim pursuant to section 364(c)(1) of the Bankruptcy Code) to BOKF, having recourse to all prepetition and postpetition property of the Debtor’s estate, now owned or hereafter acquired, excluding, until entry of the Final Order, proceeds of Avoidance Actions (as defined below), whether received by judgment, settlement or otherwise, all such adequate protection subject to the Carve-Out.

4. Subject to entry of a Final Order, approval of certain stipulations by the Debtor as set forth in herein related to the Credit Facility

5. Subject to entry of a Final Order, the waiver of any right to surcharge the Prepetition Collateral pursuant to section 506(c) of the Bankruptcy Code;

6. The scheduling of a final hearing (the “Final Hearing”) on the Motion no later than 30 days after the entry of this Interim Order, to consider entry of the Final Order granting the relief requested in the Motion on a final basis in form and substance reasonably acceptable to BOKF and adequate protection;

7. Modification of the automatic stay imposed under section 362 of the Bankruptcy Code to the extent necessary to permit the (i) Debtor and (ii) BOKF to implement the terms of this Interim Order; and

8. Waiver of any applicable stay (including under Bankruptcy Rule 6004) and provision for immediate effectiveness of this Interim Order.

An interim hearing having been held by this Court on October 10, 2024; and this Court having found that, under the circumstances, due and sufficient notice of the Motion and Interim Hearing was provided by the Debtor as set forth in Paragraph C below, and this Court having considered all the pleadings filed with this Court; and having overruled all unresolved objections

(if any) to the relief granted in this Interim Order; and upon the record made by the Debtor at the Interim Hearing; and where necessary and permissible, based upon the representations of counsel; and after due deliberation and consideration and good and sufficient cause appearing therefor:

**THE COURT HEREBY FINDS AND CONCLUDES AS FOLLOWS<sup>2</sup>:**

A. **Petition Date.** On October 7, 2024 (the “Petition Date”), Debtor filed a voluntary petition (the “Petition”) with this Court commencing the Chapter 11 Case. Debtor is continuing to operate its business and manage its properties as debtor-in-possession pursuant to sections 1107 and 1108 of the Bankruptcy Code.

B. **Jurisdiction; Venue.** This Court has jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334 and LCvR 81.4(a) of the United States District Court for the Western District of Oklahoma. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper in the Court pursuant to 28 U.S.C. §§ 1408 and 1409. The statutory predicates for the relief requested herein are sections 105, 361, 362, 363(c)(2), 363(e), 364(c)(1), 364(c)(2), 503, 506(c), and 507 of the Bankruptcy Code and Bankruptcy Rules 2002, 4001, 6003, 6004, and 9014.

C. **Notice.** The Interim Hearing was held pursuant to the authorization of Bankruptcy Rule 4001. Notice of the Interim Hearing and the emergency relief requested in the Motion has been provided by Debtor, whether by facsimile, electronic mail, overnight courier or hand delivery, on October 7, 2024, to certain parties-in-interest, including: (i) the Office of the United States Trustee for the Western District of Oklahoma (the “U.S. Trustee”), (ii) the 20 largest non-insider unsecured creditors of the Debtor, (iii) counsel to BOKF, (iv) the Internal Revenue Service, and (v) the United States Attorney’s Office for the Western District of Oklahoma. Under the

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<sup>2</sup> Findings of fact shall be construed as conclusions of law, and conclusions of law shall be construed as findings of fact, pursuant to Bankruptcy Rule 7052.

circumstances, such notice of the Motion, the relief requested therein and the Interim Hearing complies with Bankruptcy Rule 4001(b), (c) and (d) and the Local Rules.

D. **Debtor's Stipulations.** Debtor has made the following stipulations, to be effective upon entry of the Final Order: Pursuant to the Credit Facility Documents, to secure all obligations under the Credit Facility, Debtor granted a first priority security interest in and to all of its tangible and intangible personal property, including all accounts, instruments, documents, chattel paper, goods (including inventor, equipment, and fixtures), general intangibles, letter-of-credit rights, fixtures, all other property and all proceeds and products of any and all of the foregoing, in each case whether now existing or thereafter acquired (collectively, the "Prepetition Collateral"). As of the Petition Date, the amount due and payable by Debtor to BOKF was approximately \$765,142.41; consisting of: \$750,000.00 in respect of outstanding principal; plus \$4,882.41 in respect of accrued and unpaid interest through the Petition Date; plus \$10,260.00 in respect of fees, reasonable documented out-of-pocket costs and expenses incurred or estimated to be incurred by BOKF (including reasonable attorney fees) (collectively, the "BOKF Prepetition Secured Claim"). The BOKF Prepetition Secured Claim constitutes the legal, valid, and binding obligation of Debtor, enforceable against it in accordance with the terms of the Credit Facility Documents (other than in respect of the stay imposed by Section 362 of the Bankruptcy Code). No portion of the Credit Facility, the BOKF Prepetition Secured Claim, the liens and security interests granted thereby, or any payment on account thereof is subject to avoidance, recharacterization, recovery, reduction, subordination, disallowance, impairment or any other challenges pursuant to the Bankruptcy Code or applicable nonbankruptcy law, and the Debtors do not have, hereby forever release, and are forever barred from bringing any "claims" (as such term is defined in the Bankruptcy Code), counterclaims, cross claims, causes of action, defenses, recoupment, or setoff

rights, whether arising under the Bankruptcy Code or otherwise, against BOKF, whether arising at law or in equity.

E. **Budget.** Debtor has delivered a cash-flow budget setting forth all projected unencumbered and unrestricted cash receipts and cash disbursements (by line item) on a weekly basis for the 13-week period commencing on the Petition Date (the “Initial Approved Budget”). BOKF has stipulated and agreed that: (i) the Initial Approved Budget may be modified or supplemented from time to time by additional budgets prepared by Debtor in the form of the Initial Budget or in such other form as BOKF may agree in its reasonable discretion (the “Proposed Budget”); (ii) to the extent such Proposed Budget is approved by BOKF in its reasonable discretion, such Proposed Budget shall thereafter be the supplemental approved budget, without subsequent notice to or order of the Court (each such additional budget, a “Supplemental Approved Budget” and together with the Initial Approved Budget, the “Approved Budget”); and (iii) in the event that any Proposed Budget is not so approved, the last Approved Budget without giving effect to any update, modification or supplement shall apply to the projection period (with appropriate adjustments for the timing of monthly or semi-monthly disbursements). The Initial Approved Budget has been relied upon by BOKF to provide consent to the use of Cash Collateral and, further, to consent to this Interim Order.

F. **Adequate Protection.** BOKF is entitled to the adequate protection provided in this Interim Order as and to the extent set forth herein pursuant to sections 361, 362, and 363 of the Bankruptcy Code. Based on the Motion and on the record presented to the Court, the terms of the proposed adequate protection arrangements and of the use of the Cash Collateral are fair and reasonable, reflect Debtor’s prudent exercise of business judgment and constitute reasonably equivalent value and fair consideration for the use of the Cash Collateral.

G. **Good Cause Shown; Best Interest.** Debtor has requested immediate entry of this Interim Order pursuant to Bankruptcy Rules 4001(b)(2) and 4001(c)(2) and Local Rule 4001-2(b). Absent entry of this Interim Order, Debtor's business, property and estate will be immediately and irreparably harmed. This Court concludes that good cause has been shown and that entry of this Interim Order is in the best interest of Debtor's estate and creditors as its implementation will, among other things, allow for the continued operation of Debtor's existing business and enhance Debtor's prospects for either a successful reorganization or the sale of all or substantially all of its assets pursuant to any subsequent orders of this Court.

H. **Section 552.** In light of the subordination of their liens and superpriority administrative claims to the Carve-Out, BOKF is entitled to all of the rights and benefits of section 552(b) of the Bankruptcy Code, and, subject to the entry of the Final Order, the "equities of the case" exception shall not apply to BOKF with respect to the proceeds, products, rents, issues or profits of any of the BOK Collateral, and no expenses of administration of the Chapter 11 Case or any future proceeding that may result therefrom, including liquidation in bankruptcy or other proceedings under the Bankruptcy Code, may be charged against proceeds, products, offspring or profits from any of the BOK Collateral under section 552(b) of the Bankruptcy Code. Subject to and immediately upon entry of the Final Order, Debtor shall be deemed to have irrevocably waived, and to have agreed not to assert, any claim or right under sections 552 or 726 of the Bankruptcy Code seeking to avoid the imposition of the Prepetition BOK Liens or the Adequate Protection Liens on any property acquired by any of the Debtor or its estate.

I. **Immediate Entry.** Sufficient cause exists for immediate entry of this Interim Order pursuant to Bankruptcy Rule 4001(c)(2).

Based on the foregoing, and upon the record made before this Court at the Interim Hearing, and good and sufficient cause appearing therefor,

**IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:**

1. **Approval of Interim Order.** The Motion is approved on the terms and conditions set forth in this Interim Order. Any objections to the relief granted in this Interim Order that have not previously been withdrawn are hereby overruled. This Interim Order shall become effective immediately upon its entry.

2. **Authorization to Use Cash Collateral.** Debtor is hereby authorized to use all Cash Collateral pursuant to the Budget and subject to the terms and conditions of this Interim Order.

3. **Collections and Disbursements.** From the Petition Date until the BOK Obligations have been paid in full in cash, all cash receipts, Cash Collateral, and all proceeds from the sale or other disposition of, or other revenue of any kind attributable to, any BOK Collateral that is now in, or shall hereafter come into, the possession or control of Debtor, or to which Debtor is now or shall hereafter become entitled shall be (i) subject to the BOK Liens and the Adequate Protection Liens (and shall be treated in accordance with this Interim Order).

4. **BOKF's Adequate Protection.** BOKF is entitled to adequate protection of its interests in the BOK Collateral on account of and in equal amount to the diminution in value thereof as a result of (a) the authorization of the use of Cash Collateral and other BOK Collateral; (c) the imposition of the automatic stay pursuant to section 362 of the Bankruptcy Code; and/or (d) otherwise, pursuant to sections 361(a) and 363(c) of the Bankruptcy Code (collectively, the "Adequate Protection Claims"). BOKF is hereby granted the following (collectively, the "Adequate Protection Obligations"):



(a) Adequate Protection Liens. Valid, enforceable and fully perfected replacement liens and security interests in Debtor's property, including upon entry of the Final Order, proceeds of Avoidance Actions (the "Adequate Protection Liens") in the amount sufficient to secure such Prepetition Secured Party's Adequate Protection Claims, which shall be subject to the Carve-Out, which Adequate Protection Liens shall rank in the same relative priority and right as do the respective security interests and liens in respect of the Prepetition Mortgage and Security Interests as of the Petition Date. The Adequate Protection Liens shall be deemed to be legal, valid, binding, enforceable, perfected liens, not subject to subordination or avoidance, for all purposes in the Chapter 11 Case. Except as set forth in this paragraph 4 or otherwise in this Interim Order, the Adequate Protection Liens shall not be subordinated to or be made *pari passu* with any other lien under section 364(d) of the Bankruptcy Code or otherwise. The Adequate Protection Liens shall be deemed to be perfected automatically upon the entry of this Interim Order, without the need for (x) filing any UCC-1 financing statement, state or federal notice, or other similar instrument or document in any state or public record or office, (y) taking possession or control of any collateral, or (z) further action of any kind (including entry into any security agreements, pledge agreements, control agreements, lockbox agreements, or escrow agreements); provided, however, that, upon the request of the BOKF, OneCore shall enter into any such agreement, and, if BOKF determines, in its sole discretion, to file any financing statements, notice of liens or similar instruments, OneCore will cooperate and assist in such filings and the automatic stay shall be lifted without the need for further order of this Court to allow such filings.

(b) Adequate Protection Superpriority Claims. BOKF is hereby granted superpriority administrative expense claims (the “Adequate Protection Superpriority Claims”) in the amount of its respective Adequate Protection Claim under sections 503 and 507 of the Bankruptcy Code against the Debtor’s estate, excluding proceeds of Avoidance Actions until entry of the Final Order, which Adequate Protection Superpriority Claims, if any, shall have priority in payment over any and all administrative expenses of the kinds specified or ordered pursuant to any provision of the Bankruptcy Code, including, but not limited to, Bankruptcy Code sections 105, 326, 328, 330, 331, 503(b), 506(c) (subject to and effective upon entry of a Final Order), 507(a), 507(b), 726, 1113 and 1114, or otherwise and including those resulting from the conversion of the Chapter 11 Case pursuant to section 1112 of the Bankruptcy Code.

5. **No Waiver of BOK Loan Documents; Reservation of Rights.** Except as otherwise specifically provided in this Interim Order, nothing contained in this Interim Order shall be deemed a waiver or constitute a consent to the modification of any provision contained in the Credit Facility Documents by BOKF, including, but not limited to, the incurrence or issuance of any indebtedness by Debtor, the incurrence of any lien in connection therewith or the making of any payment by Debtor. Nothing in this Interim Order shall impair, and BOKF has reserved all rights, claims, and defenses it may have thereby against Debtor and any of its officers, directors and employees in regard of any statements, warranties and representations made to BOKF at any time. Nothing in this Interim Order shall impair, and BOKF has reserved all rights to credit bid (pursuant to 363(k) or otherwise) at any sale of any or all of the Prepetition Collateral.

6. **Carve-Out.**

(a) The Adequate Protection Superpriority Claims and Adequate Protection Liens shall be subject to the payment of: (i) all fees required to be paid to the clerk of the Bankruptcy Court and to the Office of the United States Trustee under section 1930(a) of title 28 of the United State Code (plus any applicable interest at the statutory rate), (ii) prior to the delivery (by email or otherwise) by BOKF of a written notice to Debtor, Debtor's counsel, the U.S. Trustee, and lead counsel for the Committee (as defined below), if any, of the occurrence and continuance of an Event of Default with respect to Debtor's compliance with the Approved Budget (the "Carve-Out Notice"), the fees, costs and expenses accrued or incurred by any person or firm retained by Debtor as an estate professional (collectively, the "Professionals") and payable under sections 328, 330 and/or 331 of the Bankruptcy Code, to the extent allowed by an order of this Court (whether allowed prior to or after the delivery of the Carve-Out Notice); (iii) up to a maximum amount of \$200,000 of fees, costs and expenses accrued or incurred by Professionals following the delivery of the Carve-Out Notice, payable under sections 328, 330 and/or 331 of the Bankruptcy Code and allowed by order of this Court; and (d) all reasonable and documented fees and expenses incurred by a trustee under section 726(b) of the Bankruptcy Code not to exceed \$150,000 (collectively, the "Carve-Out"). So long as a Carve-Out Notice has not been delivered: (i) the Debtor shall be permitted to pay administrative expenses allowed and payable under sections 328, 330 and/or 331 of the Bankruptcy Code, as the same may become due and payable; and (ii) such payments shall not be applied to reduce the Carve-Out (to the extent such payments are ultimately permitted by the Court); provided, however, that following a Carve-Out Notice any amounts actually paid to

Professionals by any means will reduce the Carve-Out on a dollar-for-dollar basis. Notwithstanding the foregoing, nothing contained herein is intended to constitute, nor should be construed as consent to, the allowance of any Professional's fees, costs or expenses by any party and shall not affect the right of the Debtor, BOKF, the U.S. Trustee, or any other party-in-interest to object to the allowance and payment or any amounts incurred or requested.

(b) Notwithstanding anything to the contrary herein, the Carve-Out shall be senior to the Adequate Protection Obligations, the Adequate Protection Liens and all other liens and claims granted under this Interim Order, the DIP Loan Documents, or otherwise securing or in respect of the Adequate Protection Obligations.

7. **Limitation on Use of Collateral and Cash Collateral.** No portion of the Carve-Out, BOK Collateral or Cash Collateral shall include, apply to, or be available for any fees, costs or expenses incurred by any party, including the Debtor or any Committee, in connection with the initiation or prosecution of any claims, causes of action, adversary proceedings, or other litigation against BOKF, including, without limitation, (i) challenging the amount, validity, extent, perfection, priority, or enforceability of, or asserting any defense, counterclaim, or offset to the BOK Collateral, the Adequate Protection Liens, or the BOK Claim in respect thereof, or (ii) asserting any claims or causes of action, including, without limitation, claims or actions to hinder or delay BOKF's assertion, enforcement or realization on the BOK Collateral or postpetition collateral subject to the Adequate Protection Liens. Furthermore, none of the Carve-Out, BOK Collateral, or Cash Collateral shall be used to prevent, hinder or delay BOK from enforcing or realizing upon the BOK Collateral once an Event of Default has been determined by the Court to have occurred and to be continuing under this Interim Order.

8. **Compliance With Approved Budget.** The Debtors' aggregate expenditures under the Approved Budget will be tested weekly on each Friday, on which day the Debtors shall deliver to BOKF a weekly variance report (the "Variance Report"). The Variance Report shall measure performance, on a cumulative basis for all receipts and disbursements made in such prior four weeks (or, if applicable, such shorter number of weeks elapsed since the delivery of the initial Approved Budget) against the amount budgeted therefor in the Approved Budget and shall include calculations that demonstrate that the Debtors are in compliance with the Permitted Variance (as defined below). On each Test Date, the Debtors shall demonstrate in each such Variance Report that, in the period covered by such Variance Report, the aggregate actual receipts and disbursements for the applicable time period (the "Net Cash Flow"), shall not, be less than, and in the case of disbursement, exceed, the sum of the aggregate amount budgeted therefor in the Approved Budget for the applicable time period by more than ten percent (10%) of the budgeted amount (the "***Permitted Variance***") on a cumulative basis for Net Cash Flow or disbursements during the applicable time period. Certification of compliance shall be provided on such Test Date, concurrently with delivery of each Variance Report, and shall have been certified by the Debtor's chief restructuring officer as being true and correct in all material respects (except with respect to any forward-looking statements or information), and be in a form and substance reasonably satisfactory to BOKF.

9. **Further Assurances.** Debtor is authorized to execute and deliver to BOKF all such agreements, financing statements, instruments and other documents as BOKF may reasonably request to evidence, confirm, validate or perfect the Adequate Protection Liens granted pursuant hereto. If BOKF hereafter reasonably requests that Debtor execute and deliver to BOKF financing statements, security agreements, collateral assignments, or other instruments and documents

considered by such agent to be reasonably necessary or desirable to further evidence the perfection of the Adequate Protection Liens, Debtor is hereby authorized to execute and deliver such financing statements, security agreements, collateral assignments, instruments and documents, and BOKF is hereby authorized to file or record such documents in its discretion without seeking modification of the automatic stay under section 362 of the Bankruptcy Code, in which event all such documents shall be deemed to have been filed or recorded at the time and on the date of entry of this Interim Order.

10. **506(c) Waiver.** Upon the entry of the Final Order, except to the extent of the Carve-Out, Debtor, on behalf of itself and its estate, shall irrevocably waive and shall be prohibited from asserting any surcharge claim, under section 506(c) of the Bankruptcy Code or otherwise, for any costs and expenses incurred in connection with the preservation, protection or enhancement of, or realization by BOKF upon the BOK Bond Collateral.

11. **Automatic Effectiveness of Liens.** Automatically upon entry of this Interim Order, the Adequate Protection Liens shall be deemed to be valid, perfected, enforceable, nonavoidable and effective by operation of law, and not subject to challenge as of the Petition Date, without the need for (a) executing any control agreements, landlord waivers (unless required by law or contract), mortgagee waivers, bailee waivers or warehouseman waivers; (b) giving, filing or recording of any UCC-1 financing statements, mortgages, deeds of trust, leasehold mortgages, notices to account debtors or other third parties, notices of lien or similar instruments in any jurisdiction (including filings with the United States Patent and Trademark Office, the United States Copyright Office or any similar agency in respect of trademarks, copyrights, trade names or patents with respect to intellectual property), (c) taking possession or control of any collateral, or

(d) further action of any kind (including execution of any security agreements, pledge agreements, control agreements, lockbox agreements or escrow agreements).

12. **Binding Effect.** To the extent permitted by law, the provisions of this Interim Order shall be binding upon and inure to the benefit of BOKF, Debtor, any Committee appointed in this Chapter 11 Case, and their respective successors and assigns (including any chapter 7 or chapter 11 trustee hereinafter appointed or elected for the estate of Debtor, an examiner appointed pursuant to section 1104 of the Bankruptcy Code or any other fiduciary appointed as a legal representative of Debtor or with respect to the property of the estate of Debtor). To the extent permitted by applicable law, this Interim Order shall bind any trustee hereafter appointed for the estate of Debtor, whether in this Chapter 11 Case or in the event of the conversion of the Chapter 11 Case to a liquidation under chapter 7 of the Bankruptcy Code. Such binding effect is an integral part of this Interim Order.

13. **Limits on Lender Liability.** Nothing in this Interim Order or any other documents related thereto shall in any way be construed or interpreted to impose or allow the imposition upon BOKF of any liability for any claims arising from any activities by Debtor in the operation of its business or in connection with the administration of this Chapter 11 Case. Nothing in this Interim Order shall in any way be construed or interpreted to impose or allow the imposition upon BOKF of any liability for any claims arising from the prepetition or postpetition activities of the Debtor.

14. **Protection Under Section 364(e).** If any or all of the provisions of this Interim Order are hereafter reversed, modified, vacated or stayed, such reversal, modification, vacation or stay shall not affect the validity or enforceability of any Adequate Protection Superpriority Claim or Adequate Protection Lien or Adequate Protection Obligations owing to BOKF incurred prior to the actual receipt by BOKF of written notice of the effective date of such reversal, modification,

vacation or stay. Notwithstanding any such reversal, modification, vacation or stay, any use of Cash Collateral or the incurrence of Adequate Protection Obligations owing to the BOKF by Debtor prior to the actual receipt by BOKF of written notice of the effective date of such reversal, modification, vacation or stay, shall be governed in all respects by the provisions of this Interim Order, and BOKF shall be entitled to all of the rights, remedies, protections and benefits granted under section 364(e) of the Bankruptcy Code and this Interim Order with respect to all uses of Cash Collateral and the incurrence of Adequate Protection Obligations owing to BOKF

15. **Order Effective.** This Interim Order shall be effective as of the date of the signature by the Court.

16. **Controlling Effect of Interim Order.** To the extent any provision of this Interim Order conflicts or is inconsistent with any provision of the Motion or any prepetition agreement, the provisions of this Interim Order shall control. For the avoidance of doubt, the provisions of the Final Order shall control over the Interim Order. No waivers granted herein with respect to non-Debtor parties in interest shall be binding on any such party upon entry of the Final Order unless such waiver is included in the Final Order.

17. **Final Hearing.** The final hearing (the “Final Hearing”) on the Motion shall be held on November 7, 2024, at 10:00 a.m., prevailing Central Time. Any objections or responses to entry of a final order on the Motion shall be filed on or before 12:00 p.m., prevailing Central Time on November 1, 2024. Objections must be filed and served on: (i) proposed counsel to Debtor, Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100, Oklahoma City, OK 73102, Attn: William H. Hoch (will.hoch@crowedunlevy.com) and Craig M. Regens (craig.regens@crowedunlevy.com); (ii) the Office of the United States Trustee for the Western District of Oklahoma, 215 Dean A. McGee Ave., Room 408, Oklahoma City, OK 73102, Attn:



Marjorie Creasey (Marjorie.Creasey@usdoj.gov) and Jeff Tate (Jeff.Tate@usdoj.gov); (iii) counsel to BOKF, Frederic Dorwart, Lawyers PLLC, 124 E. 4<sup>th</sup> St., Tulsa, OK 74103, Attn: Samuel S. Ory (Sory@fdlaw.com); and (iv) counsel to any statutory committee appointed in this Chapter 11 Case. If no objections are filed to the Motion, the Court may enter a Final Order without further notice or a hearing.

18. The U.S. Trustee reserves its arguments and objections with respect to entry of the Final Order, whether or not such arguments or objections were raised in the U.S. Trustee Limited Objection. In reliance upon its reservation of rights, to which Debtor consents, the U.S. Trustee consents to entry of this Interim Order.

19. Findings of fact are based on representations of counsel.

20. Debtor shall serve this Order on parties in interest appearing on the Distribution Service List in accordance with, and as such term is defined in, the *Order Authorizing Limited Notice and Establishing Notice Procedures*.

IT IS SO ORDERED.

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Approved for Entry:

**ONECORE HEALTH**

/s/Craig M. Regens

William H. Hoch, OBA #15788

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***Proposed Counsel to the Debtor***

**ILENE J. LASHINSKY  
UNITED STATES TRUSTEE**

s/ Jeffrey E. Tate

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