



Dated: November 6, 2024

The following is ORDERED:

A handwritten signature in black ink that reads "Janice D. Loyd".

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	

**FINAL 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, AND
(IV) GRANTING RELATED RELIEF**

This matter is before the Court on the Motion dated October 7, 2024 (the “Motion”)¹ 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 and a final order (this “Final Order”), under sections 105, 361, 362, 363(c)(2), 363(e), 503, 506(c), and 507 of title

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



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, including proceeds of Avoidance Actions (as defined below), whether received by judgment, settlement or otherwise, all such adequate protection subject to the Carve-Out;

4. approval of certain stipulations by the Debtor as set forth in herein related to the Credit Facility

5. the waiver of any right to surcharge the Prepetition Collateral pursuant to section 506(c) of the Bankruptcy Code;

6. 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 Final Order; and

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

An interim hearing having been held by this Court on October 10, 2024; and the Court having entered the Interim Order [Dkt. No. 48]; and the response deadline to the Motion having expired on November 1, 2024; and a final hearing having been held by this Court on November 7, 2024; and this Court having found that, under the circumstances, due and sufficient notice of the Motion and Final Hearing was provided by Debtor as set forth in Paragraph E 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 Final Order; and upon the record made by Debtor at the Final 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 FOLLOWS²:

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. **Interim Order.** On October 7, 2024, this Court entered the Interim Order [Dkt. No. 48].

C. **Committee Formation.** No committee has been appointed in this Chapter 11 Case.

D. **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.

E. **Notice.** The Final Hearing was held pursuant to the authorization of Bankruptcy Rule 4001. Notice of the Final Hearing in the form of the Interim Order has been provided by Debtor, whether by electronic mail or United States Mail, on October 10, 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,

² 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.

(iii) counsel to BOKF, (iv) the Internal Revenue Service, and (v) the United States Attorney's Office for the Western District of Oklahoma.³ As set forth in the Interim Order, the Court has previously found that Debtor provided adequate and sufficient notice of the Motion and the relief requested therein. Under the circumstances, such notice of the Motion, the relief requested therein and the Final Hearing complies with Bankruptcy Rule 4001(b), (c) and (d) and the Local Rules.

F. **Debtor's Stipulations.** Subject to the rights of parties-in-interest set forth in Paragraph 8, Debtor hereby admits, acknowledges, agrees and stipulates that: 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

³ See *Amended Certificate of Service* [Dkt. No. 75].

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.

G. **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 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, each such four-week period, a “Test Period”) 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 disbursements (excluding professional fees and expenses and any required payments in connection with the Adequate Protection Obligations), 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. Any positive receipt variance to the Approved Budget from the immediately preceding Test Period may be applied to the current Test Period’s receipts for the purpose of determining compliance with the foregoing for such Test 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. 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 Final Order.

H. **Adequate Protection.** BOKF is entitled to the adequate protection provided in the Interim Order and this Final 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.

Based on the foregoing, and good and sufficient cause appearing therefor,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. **Approval of Final Order.** The Motion is approved on the terms and conditions set forth in this Final Order. Any objections to the relief granted in this Final Order that have not previously been withdrawn are hereby overruled. This Final 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 Final 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 Adequate Protection Liens (and shall be treated in accordance with this Final 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 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 Final 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 Final 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 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, 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 Final Order, nothing contained in this Final 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 Final 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 (i) any person or firm retained by Debtor as an estate professional, (ii) the Patient Care Ombudsperson and his or her counsel, and (iii) counsel to any Committee appointed pursuant to section 1102 of the Bankruptcy Code⁴ (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 any chapter 11 trustee or examiner appointed under section 1104 of the Bankruptcy Code or 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-

⁴ If a Committee is appointed pursuant to section 1102 of the Bankruptcy Code, such Committee shall immediately furnish a 13-week budget to the Debtor, BOKF and the United States Trustee (the "Committee Budget Notice Parties") detailing its anticipated expenditures for the ensuing 13-week period. Four weeks in advance of the expiration of each 13-week budget period, such Committee shall provide a 13-week budget for the next such 13-week period to the Committee Budget Notice Parties. Debtor will seasonably update its budgets in accordance with the Committee budgets.

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 Final Order, 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 and any Committee appointed pursuant to section 1102 of the Bankruptcy Code, 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 in accordance with the Interim Order or this Final Order; provided, however, that up to \$25,000 of any proceeds of the BOK Collateral and/or the Carve-Out shall be

made available, in the aggregate, to any Committee, to fund a reasonable investigation in respect of the validity, perfection and enforceability of the prepetition BOK liens, the BOK Obligations, and the obligations under the Credit Facility Documents. 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 Final Order.

8. **Investigation Rights.** Any Committee appointed under section 1102 of the Bankruptcy Code shall have sixty (60) days from the date of appointment, any trustee appointed or elected under section 1102 of the Bankruptcy Code shall have sixty (60) days from the date of appointment or election, and all other non-debtor parties-in-interest shall have seventy-five (75) days from the Petition Date (each, as applicable, the “Investigation Termination Date”) to investigate the validity, perfection and enforceability of the liens arising under the Credit Facility Document in favor of BOKF, and to assert any other claims or causes of action against BOKF; provided, however, the Investigation Termination Date may be extended in writing from time to time by the Committee, if any, BOKF and Debtor or by the Court for good cause shown. If the Committee (if any), or any non-debtor party-in-interest hereafter granted authority and standing by this Court, determines that there may be a claim or cause of action against BOKF by the Investigation Termination Date, then upon five (5) days’ written notice to Debtor and BOKF, the Committee, or such other non-debtor party-in-interest hereafter granted authority and standing by this Court, shall be permitted to file and prosecute an objection or claim related thereto (each, a “Challenge”), and shall have only until the applicable Investigation Termination Date to file such objection or claim (or otherwise initiate and appropriate action on behalf of Debtor’s estate) setting forth the basis of any such challenge, claim or cause of action; provided, however, that nothing

contained in the Interim Order or this Final Order shall be deemed to confer standing on any party-in-interest other than the Committee to commence a challenge; provided further that the Committee shall have automatic standing to bring a Challenge without further order of the Court; and provided further, nothing contained in this Paragraph 8 herein shall require any other lienholder to initiate a Challenge in order to preserve, adjudicate or determine the nature and extent of their lien rights, privileges, or security interests, if any, in property of Debtor's estate, or rights of setoff or recoupment under applicable non-bankruptcy law and nothing in this Final Order shall prejudice the rights of Debtor, Debtor's estate, the Committee, if any, other lienholders, if any, and any other party-in-interest with respect to the validity, perfection or priority of any lien rights, privileges, security interests, rights of setoff, or recoupment under applicable non-bankruptcy law asserted by such other lienholders, if any. If a Challenge is not filed on or before the Investigation Termination Date, then, without further action by any party or any further order of this Court: (a) the agreements, acknowledgements and stipulations contained in Paragraph F of this Final Order shall be deemed to be immediately and irrevocable binding on Debtor and Debtor's estate, the Committee and all parties-in-interest, and any and all successors-in-interest thereto shall be forever barred from bringing any Challenge; (b) the liens and security interests of BOKF shall be deemed to constitute valid, binding, enforceable and perfected liens and security interests not subject to avoidance or disallowance pursuant to the Bankruptcy Code or applicable non-bankruptcy law; and (c) the BOK Obligations shall be deemed to be finally allowed claims for all purposes in the Chapter 11 Case and any subsequent chapter 7 case, in the amount set forth in Paragraph F and shall not be subject to challenge by any party-in-interest as to validity, priority, or otherwise. Debtor and BOKF shall cooperate in all reasonable requests for information in order to assist the Committee in its investigation under this Paragraph 8. Notwithstanding anything to the contrary

herein: (a) if any such Challenge is timely commenced, the stipulations contained in Paragraph F of this Final Order shall nonetheless remain binding on all parties-in-interest and preclusive except with respect to the party asserting the Challenge and to the extent that such stipulations are expressly and successfully challenged in such Challenge⁵; and (b) BOKF reserves all of its rights to contest on any grounds any Challenge. For the avoidance of doubt, any trustee appointed or elected in these cases shall, until the later of (i) 14 calendar days after the appointment of a chapter 7 or 11 trustee, and (ii) the Investigation Termination Date (and thereafter, if a Challenge is commenced on or prior to the Investigation Termination Date) for the duration of any adversary proceeding or contested matter commenced pursuant to this paragraph with respect to a Challenge (whether commenced by such trustee or commenced by any other party-in-interest on behalf of Debtor's estates), be deemed to be a party other than Debtor and shall not, for purposes of such adversary proceeding or contested matter, be bound by the acknowledgements, admissions, confirmations and stipulations of Debtor in this Final Order.

9. **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, each such four-week period, a "Test Period") 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. On each Test Date, the Debtors shall demonstrate

⁵ For the avoidance of doubt, the relief sought by the Committee in a Challenge shall be for the benefit of all unsecured creditors.

in each such Variance Report that, in the period covered by such Variance Report, the Net Cash Flow shall not be less than, and in the case of disbursements (excluding professional fees and expenses and any required payments in connection with the Adequate Protection Obligations), exceed, the sum of the aggregate amount budgeted therefor in the Approved Budget for the applicable time period by more than the Permitted Variance on a cumulative basis for Net Cash Flow or disbursements during the applicable time period. Any positive receipt variance to the Approved Budget from the immediately preceding Test Period may be applied to the current Test Period's receipts for the purpose of determining compliance with the foregoing for such Test 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.

10. **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.

11. **Automatic Effectiveness of Liens.** Automatically upon entry of the Interim Order, the Adequate Protection Liens were and are 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 Final Order shall be binding upon and inure to the benefit of BOKF and Debtor, and their respective successors and assigns (excluding 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). Such binding effect is an integral part of this Final Order.

13. **Limits on Lender Liability.** Nothing in the Interim Order, this Final 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 the Interim Order or this Final 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 the Interim Order or this Final 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 the Interim Order and this Final Order, and BOKF shall be entitled to all of the rights, remedies, protections and benefits granted under section 364(e) of the Bankruptcy Code, the Interim Order and this Final Order with respect to all uses of Cash Collateral and the incurrence of Adequate Protection Obligations owing to BOKF.

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

16. **Controlling Effect of Final Order.** To the extent any provision of this Final Order conflicts or is inconsistent with any provision of the Motion, the Interim Order, or any prepetition agreement, the provisions of this Final Order shall control.

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

18. Debtor shall effectuate service of this Order on the Distribution Service List.

IT IS SO ORDERED.

###

Approved for Entry:

ONECORE HEALTH

/s/Craig M. Regens

William H. Hoch, OBA #15788

Craig M. Regens, OBA #22894

Mark A. Craige, OBA #1992

Kaleigh Ewing, OBA #35598

-Of the Firm-

CROWE & DUNLEVY

A Professional Corporation

Braniff Building

324 N. Robinson Ave., Suite 100

Oklahoma City, OK 73102-8273

(405) 235-7700

will.hoch@crowedunlevy.com

craig.regens@crowedunlevy.com

mark.craige@crowedunlevy.com

kaleigh.ewing@crowedunlevy.com

Proposed Counsel to the Debtor