

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

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

**NOTICE OF FILING OF SUPPLEMENT TO PLAN SUPPLEMENT**

**PLEASE TAKE NOTICE** that on April 16, 2025, the United States Bankruptcy Court for the Western District of Oklahoma (the “Court”) entered an order (i) approving the *Disclosure Statement for the Chapter 11 Plan of Reorganization of Hospital for Special Surgery, LLC dba OneCore Health* (as may be amended, modified or supplemented, the “Disclosure Statement”); (ii) establishing a record date for purposes of voting on the *Chapter 11 Plan of Reorganization of Hospital for Special Surgery, LLC dba OneCore Health* (as may be amended, modified or supplemented, the “Plan”);<sup>1</sup> (iii) approving solicitation packages and solicitation procedures; (iv) approving the forms of ballots; (v) establishing voting and tabulation procedures and (vi) establishing notice and objection procedures relating to the confirmation of the Plan (the “Solicitation Procedures Order”).

**PLEASE TAKE FURTHER NOTICE** that, pursuant to the Solicitation Procedures Order, the Debtor hereby files this Supplement to the Plan Supplement with the Court, which contains the following document:

- Commitment Letter from First United Bank & Trust Co. dated April 28, 2025 [Exhibit 1]

**PLEASE TAKE FURTHER NOTICE** that the Court has set **May 13, 2025 at 10:00 a.m. prevailing Central Time** as the date and time for the hearing on confirmation of the Plan and to consider any objections to the Plan. The confirmation hearing will be held in the second floor courtroom, 215 Dean A. McGee Avenue, Oklahoma City, Oklahoma 73102. The hearing may be adjourned from time to time without further notice other than an announcement of the adjourned date(s) at the hearing, and thereafter, at any adjourned hearing(s). In addition, the Plan may be modified without further notice prior to or as a result of the confirmation hearing, and thereafter, as otherwise provided in the Bankruptcy Code.

**PLEASE TAKE FURTHER NOTICE** that any objection to confirmation of the Plan must (a) be in writing, (b) comply with the Bankruptcy Code, the Bankruptcy Rules and the Local

<sup>1</sup> Capitalized terms used but not defined in this notice shall have the meaning ascribed to them in the Plan.



Rules, (c) set forth the name of the objector, the nature and amount of Claims or Equity Interests held or asserted by the objector against the Debtor, (d) state the basis and the specific grounds of the objection and (e) be filed with the Court, together with proof of service thereof, and served upon and received by each of the following (collectively, the “Notice Parties”) no later than the Confirmation Objection Deadline of **May 5, 2025 at 5:00 prevailing Central Time**: (i) the Chambers of the Honorable Janice D. Loyd, United States Bankruptcy Court for the Western District of Oklahoma, 2<sup>nd</sup> Floor Courtroom, 215 Dean A. McGee Avenue, Oklahoma City, Oklahoma 73102; (ii) the Debtor and its counsel (Crowe & Dunlevy, 324 N. Robinson Ave., Suite 100, Oklahoma City, Oklahoma 73102 (Attn: Craig Regens)); and (iii) the United States Trustee for the Western District of Oklahoma, 215 Dean. A. McGee Avenue, Suite 408, Oklahoma City, Oklahoma 73102 (Attn: Jeff Tate and Marjorie J. Creasey)). **UNLESS AN OBJECTION IS TIMELY SERVED AND FILED IN ACCORDANCE WITH THIS NOTICE, IT MAY NOT BE CONSIDERED BY THE BANKRUPTCY COURT.**

**PLEASE TAKE FURTHER NOTICE** that copies of the Plan, the Plan Supplement, the Disclosure Statement and the Solicitation Procedures Order, as well as other documents filed in this chapter 11 case, may be obtained for a nominal fee from the Court’s website, <https://ecf.okwb.uscourts.gov>, or obtained free of charge by accessing the website of the Debtor’s claims and noticing agent, <https://veritaglobal.net/onecore>. In addition, the Debtor will, at its expense, provide paper copies of the Plan, Disclosure Statement or Solicitation Procedures Order to any party submitting a request for such paper copies. Please be advised that the claims and noticing agent is authorized to answer questions about, and provide additional copies of, materials filed in this chapter 11 case, but may not advise you as to whether you should contest your non-voting status or object to confirmation of the Plan.

Respectfully submitted,

**ONECORE**

/s/ Craig M. Regens

William H. Hoch, OBA #15788

Craig M. Regens, OBA #22894

Mark A. Craige, OBA #1992

Kaleigh M. 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](mailto:will.hoch@crowedunlevy.com)

[craig.regens@crowedunlevy.com](mailto:craig.regens@crowedunlevy.com)

[mark.craige@crowedunlevy.com](mailto:mark.craige@crowedunlevy.com)

[kaleigh.ewing@crowedunlevy.com](mailto:kaleigh.ewing@crowedunlevy.com)

*Counsel to the Debtor and Debtor in Possession*

**Exhibit 1**

**Commitment Letter from First United Bank & Trust Co. dated April 28, 2025**

Bryan Parises  
Senior Vice President  
512 N Broadway Ave.  
Oklahoma City, OK 73102  
Ph#: (405) 246-1731

April 28, 2025

Hospital for Special Surgery, LLC.  
701 Cedar Lake Boulevard  
Oklahoma City, OK 73114

### COMMITMENT LETTER

Thank you for considering First United Bank and Trust Company (hereinafter referred to as “the Bank”) for your business needs. We are pleased to make available to you this Bank’s commitment to fund the following loan. The commitment is issued subject to the terms, provisions, and conditions listed below in summary fashion and subject to the additional terms, conditions and financial covenants contained in the comprehensive loan and collateral documents governing the transaction. The documents will be acceptable to the Bank and its counsel.

**BORROWER:** Hospital for Special Surgery, LLC. DBA OneCore Health

**LENDER:** First United Bank & Trust Co.

**LOAN AMOUNT(S):** \$5,000,000 Reducing Revolver – governed by a monthly borrowing base certificate.

**PURPOSE:** Permanent working capital and general corporate purposes.

**MATURITY/REPAYMENT:** 60 months from closing. Monthly interest-only payments required. Commitment will reduce \$1,000,000 per annum.

**COLLATERAL:** All available collateral, including a 1<sup>st</sup> UCC filing on all business assets of the borrower, including but not limited to accounts receivables and inventory.

**GUARANTORS:** Members have agreed to guarantee and or otherwise collateralize the loan.

**INTEREST RATE:** Wall Street Journal Prime Rate + 200bps (as of today’s date the projected rate would be 9.50%)

**FEES:** 50 bps on committed amount.

**COVENANTS:** **Deposit Account Control Agreement** – Within thirty (30) days of the closing date the Borrower shall deliver a fully executed Deposit Account Control Agreement.

Borrower will maintain all operating accounts with Lender. Funds will be

*Hospital for Special Surgery  
Commitment Letter  
Page 2 of 2*

---

concentrated via ACH debit on a weekly basis.

**Debt Service Coverage Ratio** – Borrower shall maintain a Debt Service Coverage Ratio of not less than 1.25 to 1.00 tested on a quarterly basis, beginning 12/31/2025. Debt Service Coverage shall be defined as the ratio of EBITDA to Debt Service for the period tested. EBITDA shall be defined as Net income calculated before interest expense, provision for income taxes, depreciation and amortization, plus or minus losses or gains arising from the sale of capital assets, adjustments arising as the result of a revaluation of assets, and any extraordinary items (in each case, to the extent that these items were included in net income) for the period tested. Debt Service shall be defined as all regularly scheduled principal payments, interest charges, and capital lease obligations for the period tested.

**Borrowing Base Certificate** – Borrower will provide a monthly Borrowing Base Certificate with all supplemental documents on a monthly basis, limited to 80% of eligible accounts receivable, 50% of inventory, 50% of net fixed assets. Eligible accounts will be further defined in loan agreement but will exclude all Federal Government receivables, such as Medicare and Medicaid.

This letter is not meant to be, nor shall it be construed as, an attempt to comprehensively define all the terms and conditions of the transactions involved in the financing contemplated by the commitment to borrower. This letter is intended only to set forth in summary and abbreviated fashion certain basic points of business understanding in and around which the legal documentation pertaining to the credit facility is to be structured.

All legal matters, including the required documentation and title insurance, shall be subject to the approval of the Bank and its counsel. Such counsel for the Bank will be responsible for the preparation of all loan documentation for the Bank's approval and will provide all other legal services which are necessary in the opinion of the Bank to facilitate the closing of the transactions contemplated hereby.

This commitment constitutes and contains the entire agreement and understanding between the parties to this commitment and supersedes any prior or contemporaneous oral or written agreements or understandings.

Thank you again for allowing First United Bank to serve you in this way. I look forward to continuing our mutually rewarding business relationship with this loan and any other financial services you may require.

Sincerely,



Bryan Parises  
Senior Vice President