

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
FORT MYERS DIVISION
www.flmb.uscourts.gov

In re: Chapter 11
CHS FL, LLC, *et al.*,¹ Case No. 2:26-bk-01087-FMR
Debtors. *Jointly Administered*
_____ /

In re: Chapter 11
Corizon Health of New Mexico, LLC, Case No. 2:26-bk-01144-FMR
Debtor. *Joint Administration Request Pending*

Tax I.D. No. Ending 4760
_____ /

In re: Chapter 11
CHS Care NY, LLC Case No. 2:26-bk-01145-FMR
Debtor. *Joint Administration Request Pending*

Tax I.D. No. Ending 4573
_____ /

In re: Chapter 11
CHS Care TX, LLC, Case No. 2:26-bk-01146-FMR
Debtor. *Joint Administration Request Pending*

Tax I.D. No. Ending 6583
_____ /

**DEBTORS' EXPEDITED MOTION FOR ENTRY OF INTERIM AND FINAL ORDERS
(I) AUTHORIZING THE DEBTORS TO USE CASH COLLATERAL,
(II) GRANTING LIENS AND PROVIDING CLAIMS WITH SUPERPRIORITY
ADMINISTRATIVE EXPENSE STATUS, (III) MODIFYING THE AUTOMATIC STAY,**

¹ The address of the Lead Debtor is 3347 Tamiami Trail E., Naples, FL 34112. The last four digits of the Debtors' federal tax identification numbers are: (i) CHS FL, LLC (5547); (ii) YesCare Corp. (5961) (iii) CHS TX, Inc. (5886); and (iv) CHS AL, LLC (0801).

(IV) SCHEDULING A FINAL HEARING, AND (V) GRANTING RELATED RELIEF

(Request for Expedited Hearing on May 21, 2026)

The above-captioned debtors and debtors in possession (the “**Debtors**”) in the above-captioned chapter 11 cases (the “**Chapter 11 Cases**”), by and through their undersigned counsel, seek entry of an interim order (“**Interim Order**”) in the form attached hereto as **Exhibit A**, that (i) authorizes the Debtors to use cash collateral consistent with the Interim Order; (ii) grants superpriority administrative claims to M2 LoanCo LLC, the Lender (“**Lender**”); (iii) modifies the automatic stay; and (iv) schedules a final hearing to consider entry of a final order (“**Final Order**” and together with the Interim Order, the “**Cash Collateral Orders**”) granting this motion (the “**Motion**”). In support of the Motion, the Debtors rely on and incorporate by reference the *Declaration of David Goldwasser in Support of the Debtors’ Chapter 11 Petitions and First Day Motions* (the “**First Day Declaration**”), which is being filed contemporaneously herewith, and respectfully represent as follows:²

I. INTRODUCTION

1. The relief requested in this Motion is of critical importance to the Debtors’ business operations. Indeed, the Debtors were unable to timely satisfy payroll related obligations to more than 1,500 employees prior to the filing of these Chapter 11 Cases and will not be able to pay those employees unless and until the Court approves the Motion. The Debtors continue to negotiate potential debtor-in-possession (“**DIP**”) financing but have been unable to secure additional DIP financing. Until such financing is obtained, the Debtors have negotiated the consensual use of cash collateral. Although the majority of the Debtors’ employees have continued to provide services, it is critical that the Debtors obtain authority to use cash collateral to pay both pre- and post-petition

² Capitalized terms used but not yet defined herein shall have the meanings ascribed to them later in this Motion or in the Interim Order, as applicable.

wages and other expenses. Funding will be in accordance with a budget agreed to by the Debtors and the Lender (the “**Budget**”), which is attached as an exhibit to the Interim Order attached hereto.³

**STATEMENT OF RELIEF REQUESTED
PURSUANT TO BANKRUPTCY RULE 4001(d)(1)(B)**

2. The Debtors request an interim and final hearing on the Motion and entry of the proposed Interim Order granting the following relief to avoid immediate and irreparable harm to the Debtors’ estates: (i) use of cash collateral in accordance with the budget attached as **Exhibit 1** to the Interim Order, pursuant to Bankruptcy Code section 363 and granting adequate protection in connection therewith, (ii) scheduling a final hearing to consider entry of a final order approving the use of cash collateral pursuant to Bankruptcy Rule 4001, and (iii) granting the Lender adequate protection in the form of replacement liens and superpriority administrative claim over the assets of the Debtors.

CONCISE STATEMENT PURSUANT TO BANKRUPTCY RULE 4001(b)

Prepetition Obligors Bankr. Rule 4001(b)(1)(B) Interim Order, recitals	YesCare Corp. and CHS TX., Inc.
Lender with Interest in Cash Collateral Bankr. Rule 4001(b)(1)(B) Interim Order, recitals	M2 LoanCo LLC
Guarantors Bankr. Rule 4001(b)(1)(B)	N/A
Term Bankr. Rule 4001(b)(1)(B) Interim Order, paragraph 12.	June 30, 2026.
Use of Cash Collateral Bankr. Rule 4001(b)(1)(B)(ii) Interim Order, Exhibit A.	The Borrower shall use the Cash Collateral in accordance with the Budget attached to the Interim Order as Exhibit A (as may be amended, modified and/or supplemented).

³ The Debtors and Lender are continuing to negotiate with respect to a standard, 13-week budget, which shall be submitted prior to any final hearing with respect to the relief requested herein.

Events of Default Bankr. Rule 4001(b)(1)(B) Interim Order, paragraph 12.	Unless the Lender otherwise agrees in writing, the Termination Date shall occur upon the earliest of any of the following Events of Default after three (3) business days' written notice for breach (the " Remedies Notice Period "), with an opportunity to cure solely within such Remedies Notice Period: (a) Debtors' failure to perform any of the terms, provisions, and covenants under the Interim Order, (b) default by the Debtors in timely making Adequate Protection Payments or monthly financial reporting as required under the Interim Order and/or the U.S. Trustee guidelines, or (c) June 30, 2026.
Entities with Interest in Post-Petition Collateral Bankr. Rule 4001(b)(1)(B)(i) Interim Order, recitals.	Lender
Carve Out Bankr. Rule 4001(b)(1)(B) Interim Order, paragraphs 5 and 12.	Budgeted amounts, plus post-Termination Date carve out.
Section 506(c) Waiver Bankr. Rule 4001(b)(1)(B) Interim Order, paragraph 11.	The Interim Order contains a waiver of 506(c) claims.
Challenge Period Bankr. Rule 4001(b)(1)(B) Interim Order, paragraph 14.	Any creditor, committee or other party in interest with appropriate standing may investigate the facts and file a complaint or an objection to the Lender's claim within thirty (30) days from entry of the Interim Order.
Adequate Protection Bankr. Rule 4001(b)(1)(B)(iv) Interim Order, paragraph 4.	Replacement liens, section 507(b) superpriority claim.
Waiver/Modifications of the Automatic Stay Bankr. Rule 4001(b)(1)(B) Interim Order, paragraph 7.	Waived to allow adequate protection and perfection.

II. JURISDICTION AND VENUE

3. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334.

This is a core proceeding pursuant to 28 U.S.C. §§ 157(b)(2).

4. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

5. The bases for the relief requested herein are sections 105, 362, 363, 503, 506(c) and 507 of title 11 of the United States Code, 11 U.S.C. §§ 101, et seq. (the “**Bankruptcy Code**”), rules 2002, 4001, 6004, and 9014 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), and rule 2081-1 of the Local Bankruptcy Rules of the United States Bankruptcy Court for the Middle District of Florida (the “**Bankruptcy Local Rules**”).

III. BACKGROUND

A. General

6. On May 8, 2026 and May 13, 2026, as applicable, (the “**Petition Date**”), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code.

7. The Debtors are operating as debtors in possession pursuant to Bankruptcy Code sections 1107(a) and 1108.

8. As of the date hereof, no request for the appointment of a trustee or examiner has been made in these Chapter 11 Cases, and no official committee of unsecured creditors has been appointed.

9. A detailed description of the Debtors and their businesses, and the facts and circumstances supporting this Motion and the Chapter 11 Cases, is set forth in the First Day Declaration.

B. Prepetition Debt and Capital Structure

10. As of May 8, 2026, Debtors YesCare Corp. and CHS TX, Inc. were indebted to the Lender, M2 LoanCo, LLC, under that certain Third Amended and Restated Credit Agreement (as amended and/or modified from time to time). The Debtors believe that the Lender’s claims are secured and properly perfected in all of the assets of Debtors YesCare Corp. and CHS TX, Inc.

11. Upon information and belief, as of the Petition Date, the Debtors owed the Lender \$16,204,259. The Debtors continue to reconcile the outstanding amounts owed to the Lender.

IV. RELIEF REQUESTED

12. By this Motion, the Debtors seek entry of the Interim Order, and subsequently, the Final Order:

- (i) authorizing the Debtors to use the prepetition collateral, including the cash collateral (“**Cash Collateral**”) of the Lender, and providing adequate protection to the Lender for, among other things, any Collateral Diminution (as defined in the Interim Order) in the value of the prepetition collateral, if any, including on a dollar-for-dollar basis in respect of Cash Collateral, from and after the Petition Date;
- (ii) subject to the Carve Out (as defined in the Interim Order), granting to the Lender replacement liens and allowed superpriority administrative expense claims;
- (iii) vacating and modifying the automatic stay to the extent set forth herein to the extent necessary to permit the Debtors and the Lender to implement and effectuate the terms and provisions of the Interim Order;
- (iv) waiving any applicable stay (including under Bankruptcy Rule 6004) and providing for immediate effectiveness of the Interim Order and, upon entry, the Final Order; and
- (v) scheduling a final hearing (the “**Final Hearing**”) to consider final approval of use of Cash Collateral pursuant to the Final Order, as set forth in this Motion.

I. The Debtor’s Immediate Need for Use of Cash Collateral

13. The Debtors need immediate access to liquidity to ensure sufficient working capital to operate their businesses in the ordinary course, pay employees and vendors, service customers, and pursue a path forward in these Chapter 11 Cases. Absent the liquidity provided under the proposed DIP Facility, the Debtors’ estates will be materially and irreparably harmed.

14. The Debtors have engaged David Goldwasser of FIA Capital Partners, LLC (“**FIA**”) as Chief Restructuring Officer to assist management with the reporting needs of the stakeholders, discussions with creditors, discussions with new investors and lenders, and the requirements of the bankruptcy process to allow management to focus on continuing production

improvements and increasing sales.

15. The Debtors continue to seek access to DIP financing to provide additional funds for these Chapter 11 Cases but, to date, have been unable to obtain a commitment for financing.

II. Use of Cash Collateral Was Negotiated in Good Faith and at Arm's Length

16. The Debtors' management team, legal advisors, and chief restructuring officer, Mr. Goldwasser, were involved throughout the negotiations with the Lender for use of the Cash Collateral, which were conducted at arm's length and in good faith.

17. There are no alternative financing sources available to the Debtors, and the Debtors have an immediate need to use Cash Collateral to preserve value for its stakeholders and to prevent immediate and irreparable harm to the value of the Debtors' estates. The consensual use of Cash Collateral is in the best interests of the Debtors and their stakeholders.

BASIS FOR RELIEF

I. The Debtor Should be Authorized to Use Cash Collateral

18. Bankruptcy Code section 363 generally governs the use of estate property. Bankruptcy Code section 363(c)(2)(A) permits a debtor in possession to use cash collateral with the consent of the secured party. Here, the Lender consents to the Debtors' use of Cash Collateral, subject to the terms and limitations set forth in the Interim Order.

19. Bankruptcy Code section 363(e) provides for adequate protection of interests in property when a debtor uses cash collateral. Further, Bankruptcy Code section 362(d)(1) provides for adequate protection of interests in property due to the imposition of the automatic stay. *See In re Cont'l Airlines*, 91 F.3d 553, 556 (3d Cir. 1996) (en banc). Although Bankruptcy Code section 361 provides examples of forms of adequate protection, such as granting replacement liens and administrative claims, courts decide what constitutes sufficient adequate protection on a case-by-case basis. *See, e.g., In re First South Sav. Ass'n*, 820 F.2d 700, 710 (5th Cir. 1987) (explaining

that adequate protection depends on the facts and circumstances of the case); *In re Las Torres Dev., LLC*, 413 B.R. 687, 697 (Bankr. S.D. Tex. 2009) (“[I]n determining whether a secured creditor’s interest is adequately protected, most courts engage in an analysis of the property’s ‘equity cushion’—the value of the property after deducting the claim of the creditor seeking relief from the automatic stay and all senior claims.”) (internal quotes and citations omitted); *see also In re Dynaco Corp.*, 162 B.R. 389, 394 (Bankr. D.N.H. 1993) (citing 2 Collier on Bankruptcy ¶ 361.01[1] at 361–66 (15th ed. 1993) (explaining that adequate protection can take many forms and “must be determined based upon equitable considerations arising from the particular facts of each proceeding”)). The concept of adequate protection is designed to shield a secured creditor from diminution in the value of its interest in collateral during the period of a debtor’s use. *See In re Carbone Cos.*, 395 B.R. 631, 635 (Bankr. N.D. Ohio 2008) (“The test is whether the secured party’s interest is protected from diminution or decrease as a result of the proposed use of cash collateral.”); *see also In re Cont’l Airlines, Inc.*, 154 B.R. 176, 180-81 (Bankr. D. Del. 1993) (holding that adequate protection for use of collateral under section 363 of the Bankruptcy Code is limited to the collateral’s decline in value from the time the secured creditor moves for relief from the automatic stay under section 362(d) of the Bankruptcy Code).

A. Adequate Protection Provided to Lender

20. As set forth in the form of the Interim Order, the Debtors propose to provide the Lender with a variety of adequate protection to compensate it for a postpetition diminution in value of its collateral, if any, including Cash Collateral, resulting from the use, sale, or lease of sch collateral by the Debtors and the imposition of the automatic stay (collectively, the “**Adequate Protection Obligations**”).

21. The Debtors submit that the proposed Adequate Protection Obligations are sufficient to protect the Lender from any potential diminution in value to Cash Collateral. In light

of the foregoing, the Debtors further submit that the proposed Adequate Protection Obligations to be provided for the benefit of the Prepetition Lender are appropriate. Thus, the Debtor's provision of the Adequate Protection Obligations is not only necessary to protect against any diminution in value but is fair and appropriate under the circumstances of these Chapter 11 Cases to ensure the Debtors are able to continue using Cash Collateral, subject to the terms and limitations set forth in the Interim Order, for the benefit of all parties in interest and their estates.

II. Failure to Obtain Immediate Interim Access to the Use of Cash Would Cause Immediate and Irreparable Harm

22. Bankruptcy Rules 4001(b) and 4001(c) provide that a final hearing on a motion to use cash collateral pursuant to Bankruptcy Code section 363 may not be commenced earlier than 14 days after the service of such motion. Upon request, however, the Court may conduct a preliminary, expedited hearing on the motion and authorize the use of cash collateral to the extent necessary to avoid immediate and irreparable harm to a debtor's estate.

23. For the reasons noted above, the Debtors have an immediate postpetition need to use cash on hand. The Debtors cannot maintain the value of the estates during the pendency of these Chapter 11 Cases without access to cash. The Debtors will use cash, among other things, to fund the operation of their business, maintain business relationships with its vendors and suppliers, fund payroll, and satisfy other essential working capital and operational needs, all of which are required to preserve and maintain the Debtors' going concern value for the benefit of all parties in interest and to fund the administration of these Chapter 11 Cases. In short, the Debtors' ability to administer these Chapter 11 Cases through the use of cash (to the extent it might be "cash collateral") is vital to preserve and maximize the value of the Debtors' estates.

24. The Debtors request that the Court hold and conduct a hearing to consider entry of the Interim Order authorizing the Debtors, from and after entry of the Interim Order until the

Final Hearing, to use the Cash Collateral. The Debtors require access to the Cash Collateral prior to the Final Hearing and entry of the Final Order to continue operating in the normal course and pay their administrative expenses. This relief will enable the Debtors to preserve and maximize value and, therefore, avoid immediate and irreparable harm and prejudice to its estate and all parties in interest, pending the Final Hearing.

REQUEST FOR FINAL HEARING

25. Pursuant to Bankruptcy Rules 4001(b)(2) and 4001(c)(2), the Debtors request that the Court set a date for the Final Hearing that is as soon as practicable, and in no event later than 21 days after the date of this Motion, and fix the time and date prior to the Final Hearing for parties to file objections to this Motion.

WAIVER OF BANKRUPTCY RULE 6004(A) AND 6004(H)

26. To implement the foregoing successfully, the Debtors seek a waiver of the notice requirements under Bankruptcy Rule 6004(a) and the 14-day stay of an order authorizing the use, sale, or lease of property under Bankruptcy Rule 6004(h).

NOTICE

27. The Debtor will provide notice of this Motion to the following parties or their counsel: (i) the U.S. Trustee for the Middle District of Florida; (ii) the holders of the 30 largest unsecured claims against the Debtors; (iii) counsel to Lender, (iv) the United States Attorney's Office for the Middle District of Florida; (v) the Internal Revenue Service; (vi) the state attorneys general for states in which the Debtors conduct business; and (vii) any party that has requested notice pursuant to Bankruptcy Rule 2002. In light of the nature of the relief requested, the Debtors submit that no other or further notice is needed.

NO PRIOR REQUEST

28. No prior request for the relief sought in this Motion has been made to this or any other court.

CONCLUSION

WHEREFORE, the Debtors respectfully request that the Court enter an interim order, substantially in the form attached hereto as **Exhibit A**, granting the relief requested herein and such other relief as the Court deems appropriate under the circumstances.

Dated: May 15, 2026

Respectfully submitted,

POLSINELLI PC

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Filer's Attestation: Pursuant to Local Rule 1001-2(g)(3) regarding signatures, Christian Garrett Haman attests that concurrence in the filing of this paper has been obtained.

Proposed Local Counsel to the Debtors and Debtors in Possession

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
FORT MYERS DIVISION
www.flmb.uscourts.gov

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In re: Chapter 11 Cases
CHS FL, LLC, *et al.*,¹ Case No. 2:26-bk-01087-FMR
Debtors. Jointly Administered
-----X

**STIPULATION AND ORDER AUTHORIZING INTERIM USE OF
CASH COLLATERAL AND GRANT OF ADEQUATE PROTECTION**

RECITALS

WHEREAS, on May 8, 2026 and May 13, 2026 (the “Petition Date”), the above-captioned debtors, YesCare Corp. and CHS Tx Inc. and related affiliates (collectively, the “Debtors”) filed respective voluntary petitions for relief under Chapter 11 of Title 11 of the United States Code (“Chapter 11 Cases”), 11 U.S.C. § 101 et. seq. (the “Bankruptcy Code”) in the United States Bankruptcy Court for the Middle District of Florida (the “Bankruptcy Court”); and

WHEREAS, the Debtors have continued in possession and management of their businesses as health service providers to inmate populations as debtors-in-possession pursuant to Bankruptcy Code sections 1107(a) and 1108; and

WHEREAS, prior to the Petition Date, one or more of the Debtors became indebted to M2 LoanCo LLC (the “Lender”) under that certain Amended and Restated Credit Agreement (as amended and/or modified from time to time), and certain of the Debtors owe Lender approximately

¹ The address of the Lead Debtor is 3347 Tamiami Trail E., Naples, FL 34112. The last four digits of the Debtors’ federal tax identification numbers are: (i) CHS FL, LLC (5547); (ii) CHS TX, Inc. (5886); (iii) CHS AL, LLC (0801); (iv) YesCare Corp. (5961); (v) CHS Care NY, LLC (4573); (vi) Corizon Health of New Mexico, LLC (4760); and (vii) CHS Care TX, LLC (6583).

\$16,000,000 of principal plus accrued interest and fees (the “Senior Secured Loans and Claims”); and

WHEREAS, the Senior Secured Loans and Claims are administered by Cortland Capital Market Services LLC as collateral agent, which perfected the liens and security interests of the Lender covering certain of the Debtors’ operating assets, including accounts receivable and the proceeds thereof, plus other cash and cash equivalents (hereinafter, the “Cash Collateral”) as defined by Bankruptcy Code section 363; and

WHEREAS, the Debtors admit, stipulate and acknowledge that the Lender holds a valid and duly perfected senior-secured first priority lien and security interest on substantially all of the Debtors’ operating assets (the “Collateral”), including the Cash Collateral to secure the Senior Secured Loans and Claims; and

WHEREAS, the Debtors require access and use of the Cash Collateral to operate their businesses and, particularly, to pay employees and provide health care services; and

WHEREAS, prior to the Petition Date, the Debtors receivables were paid to an affiliated entity, TN Correct Health Services, LLC (“TN Services”), which paid bills of the Debtors and funded payroll through CHS Employee Group LLC, subject to the Lender’s liens; and

WHEREAS, the Lender hereby consents to the Debtors’ use of Cash Collateral through June 30, 2026 in accordance with the terms of this Stipulation and the attached Budget, with such consent not to be deemed or construed as a waiver of any rights, claims, arguments, or other entitlement to relief requested or asserted by the Lender in any other motion or proceeding, each and all of which is specifically reserved; and

WHEREAS, pursuant to Bankruptcy Code section 363(c)(2), the Debtors acknowledge the accounts receivable and the proceeds thereof constitute Cash Collateral and the Debtors may not use the Cash Collateral without the Lender's consent or further order of the Court; and

WHEREAS, the Debtors and the Lender hereby stipulate and agree to provide for the use of the Cash Collateral and to provide the Lender with adequate protection therefor as defined in Bankruptcy Code sections 361 and 363(a) upon and subject to the terms and conditions as stated below; and

WHEREAS, this Stipulation and Order has been negotiated in good faith and is fair and reasonable under the circumstances.

NOW, THEREFORE, IT IS HEREBY STIPULATED, CONSENTED TO AND AGREED BY THE UNDERSIGNED PARTIES, AND SO-ORDERED BY THE COURT, that:

1. Incorporation of Recitals. The Recitals set forth above are incorporated herein by reference and shall be deemed to be true and correct as such statements apply to each or all the parties, as applicable. Each of the parties to this Stipulation represents that it has the right and authority to execute this Stipulation and act in accordance with its terms.

2. Use of Cash Collateral. The Debtors are authorized, pursuant to Bankruptcy Code section 363(c)(2)(B), to use Cash Collateral on an interim basis on the terms hereof in accordance with the Budget (as defined below), with the collections to continue by TN Services for deposit into the Debtors' DIP accounts based upon regular sweeps.

3. Findings Regarding Use of Cash Collateral.

a. Good cause has been shown for the entry of this Stipulation and Order to maintain the Debtors' business and allow the Debtors the opportunity to consider their restructuring options.

b. The Debtors have an immediate need to use Cash Collateral and has requested that the Lender permit the use of Cash Collateral to operate their businesses in accordance with the budget attached hereto as Exhibit A (the “Budget”). The Budget may not be amended by the Debtors without the written prior consent of the Lender.

c. The Lender is willing to permit the Debtors to use Cash Collateral only upon the terms and conditions contained in this Stipulation and Order and in accordance with the Budget.

d. It is in the best interest of the Debtors’ estates that, in exchange for providing adequate protection to the Lender, the Debtors be allowed to utilize Cash Collateral under the terms and conditions set forth herein and in accordance with the Budget.

e. The use of the Cash Collateral has been the subject of negotiations conducted in good faith and at arm’s length by the parties and their counsel.

4. Adequate Protection. The Debtors acknowledge and the Court hereby finds that the Debtors’ use of Cash Collateral may potentially result in diminution in value of the Collateral (“Collateral Diminution”) and, as a result, the Lender is entitled, pursuant to Bankruptcy Code sections 361, 363(c)(2), and 363(e), to adequate protection of its interest in the Collateral in an amount equal to the aggregate diminution in value of the Lender’s interest in the Collateral, if any, including, without limitation, any such diminution caused by or resulting from any losses from the Debtors’ operations and the imposition of the automatic stay pursuant to Bankruptcy Code section 362.

a. As adequate protection, the Lender is hereby granted the following postpetition liens and claims:

(i) Continuing Liens. The Lender is hereby granted a valid and perfected first priority replacement liens and security interest in and a lien upon (collectively, the

“Replacement Liens”), effective as of the Petition Date, to the same extent, validity and priority that existed on the Petition Date, on all post-petition accounts receivable and other assets of the Debtors’ estates, together with all proceeds and profits thereof. The Replacement Liens shall be enforceable against the Debtors, their estates and any successors thereto, including without limitation, any trustee or other estate representative appointed in these Chapter 11 Cases, or in any cases under Chapter 7 of the Bankruptcy Code.

- (ii) Section 507(b) Claim. The Lender is also entitled to a super-priority claim as provided in Bankruptcy Code section 507(b) equal to the amount of Collateral Diminution since the Petition Date (the “AP Superpriority Claim”) and shall have priority in right of payment over any and all other obligations now in existence or hereafter incurred by the Debtors and over any and all administrative expenses or priority claims of any kind including as specified in, or ordered pursuant to any provision of the Bankruptcy Code, including, without limitation, Bankruptcy Code sections 326, 328, 330, 331, 503(b), 506(c), 507(a), 507(b), and 726, and shall at all times be senior to the rights of the Debtors, any trustee or any creditor, whether arising in the Debtors’ Chapter 11 Cases or in any superseding Chapter 7 cases or proceeding under the Bankruptcy Code, subject and subordinate only to the Carve-Out, as defined below.
- (iii) Adequate Protection Payments. Commencing on June 1, 2026, and continuing on the 20th day of each month thereafter, the Debtors shall pay to the Lender all excess cash flow from amounts generated from operation of the Debtors’ businesses during

the previous month, with excess cash flow defined as collected gross receivables less allowed budgeted expenses (hereinafter, “Adequate Protection Payments”).

5. Carve-Out. Notwithstanding anything to the contrary herein, the Debtors’ obligations to the Lender, and the Replacement Liens and super priority claims granted herein shall be subject in all respects and subordinate to the Carve-Out.

a. “Carve Out” shall mean only (i) earned, but unpaid professional fees for retained professionals of the Debtors’ bankruptcy estates as provided in the Budget; (ii) the fees required to be paid to the U.S. Trustee under section 1930(a) of title 28 of the United States Code; and (iii) all reasonable fees and expenses up to \$25,000 incurred by a Chapter 7 trustee under Section 726(b) of the Bankruptcy Code.

6. The security interests and liens herein granted, including the Replacement Liens (i) are and shall be in addition to, and not in substitution of, all security interests, liens, encumbrances, and rights of set-off existing in favor of the Lender on the Petition Date, or other rights of the Lender currently existing or hereinafter arising and (ii) shall secure, in whole or in part, the payment of the secured indebtedness owed to the Lender. This Stipulation shall be sufficient and conclusive evidence of the validity, perfection, and priority of the Replacement Liens without the necessity of filing or recording any financing statement or other instrument or document which may otherwise be required under the law or regulation of any jurisdiction, or the taking of any other action (including, for the avoidance of doubt, entering into any deposit account control agreement) to validate or perfect with applicable non-bankruptcy law the Replacement Liens or to entitle the Lender to the priorities granted herein. Notwithstanding the foregoing, the Lender is authorized to file, as it deems necessary or advisable in its sole discretion, such financing statements, mortgages, notices of lien, and other similar documents to perfect in accordance with

applicable non-bankruptcy law or to otherwise evidence the applicable Replacement Liens, and all such financing statements, mortgages, notices, and other documents shall be deemed to have been filed or recorded as of the Petition Date. However, no such filing or recordation shall be necessary or required in order to create or perfect the Replacement Liens.

7. The automatic stay imposed by section 362(a) of the Bankruptcy Code is hereby vacated and modified, without application to or further order of this Court, to permit the Debtors (a) to grant the Replacement Liens and AP Superpriority Claim, (b) to perform such acts as the Lender may request to assure the perfection and priority of the Replacement Liens, and (c) to pay the Lender adequate protection payments in accordance with the terms of this Order.

8. The Debtors' obligations and acknowledgements in connection with the use of Cash Collateral are as follows:

a. The Debtors can only use Cash Collateral to pay for the agreed monthly operating expenses as set forth in the Budget. Ordinary expenses shall be defined as those items set forth in the Budget and shall be in amounts which do not exceed the amount specified therein for each category of expenses, subject to a monthly variance of five (5%) percent per line item and ten (10%) of the total monthly budget (the "Allowed Variances"). The Debtors shall obtain Lender's written permission (which may be via email) before making or incurring any obligation or making or incurring any expenditures of Cash Collateral in excess of the Allowed Variances.

b. The Debtors shall promptly, in cooperation with the Lender but at the sole expense of the Debtors as set forth in the Budget, open and establish Debtor-in-Possession bank accounts (the "DIP Accounts") with all funds in the DIP Accounts to remain subject to the Lender's lien and security interest hereunder.

c. The Debtors shall report the collection and expenditures of the Cash Collateral as part of the Debtors' monthly operating reports ("MORs"), which the Debtors shall file with the Court in accordance with the guidelines of the United States Trustees on timely basis.

9. Disposition of Collateral. The Debtors shall not sell, transfer, lease, encumber, or otherwise dispose of any portion of the Lender's Collateral outside of the ordinary course of business without the prior written consent of the Lender.

10. Prohibition on Granting of Additional Liens and Interests. No liens, claims, interests, or priority status having a lien or administrative priority superior to or *pari passu* with that of the Replacement Liens or the AP Superpriority Claim granted by this Order shall be granted without the prior written consent of the Lender.

11. No Surcharge. No costs or expenses of administration which have been or may be incurred in these Chapter 11 Cases at any time by the debtors-in-possession or other creditors shall be charged against Lender or its Collateral pursuant to Sections 105 or 506(c) of the Bankruptcy Code or otherwise, without the prior written consent of the Lender. This waiver of a surcharge under 11 U.S.C. §506 (c) does not apply to a Chapter 7 trustee or Chapter 11 operating trustee.

12. Events of Default/Termination Date. Unless Lender otherwise agrees in writing, this Stipulation shall terminate (the "Termination Date") upon the earliest of any of the following Events of Default after three (3) business days' written notice (the "Remedies Notice Period") from the Lender to the Debtors (which may be via email between counsel), with a copy to the Office of the United States Trustee, with an opportunity to cure solely within the Remedies Notice Period: (a) the Debtors' failure to perform any of the terms, provisions, and covenants under this Order; (b) default by the Debtors in timely making Adequate Protection Payments or monthly financial reporting as required under this Order and/or the US Trustee guidelines; or (c) June 30,

2026. During the Remedies Notice Period, the Debtors shall be permitted to use Cash Collateral solely to fund operating expenses in accordance with the Budget. On the Termination Date, (a) Lender's consent to use Cash Collateral shall be deemed withdrawn and (b) the Debtor's authorization to use Cash Collateral for any purpose shall be terminated. The post-Termination Date carve out for professionals shall be capped at \$250,000, subject to Court approval of the underlying fees and expenses.

13. No Liability to Third-Parties. In authorizing the Debtors' use of Cash Collateral under the terms set forth herein in this Stipulation and Order, the Lender (i) shall have no liability to any third-party and shall not be deemed to be in control of the operations of the Debtors or to be acting as a "controlling person," "responsible person" or "owner or operator" with respect to the operation or management of the Debtors (as such term, or any similar terms, are used in the Internal Revenue Code, the United States Comprehensive Environmental Response, Compensation and Liability Act, as amended, or any similar Federal or state statute), and (ii) shall not owe any fiduciary duty to the Debtors, their creditors or their estates.

14. Challenge Period. While the Debtors acknowledge the extent, validity and priority of the Senior Secured Loans and Claims, any creditor, committee or other parties-in-interest with appropriate standing may investigate the facts and file a complaint or an objection to the Lender's claim within thirty (30) days from the entry of this Order (the "Challenge Deadline"). Additionally in the event of the appointment of Chapter 7 trustee or an appointment of an operating trustee under section 1104, the ensuing trustee shall have 30 days from his or her appointment to investigate and to challenge the Senior Secured Loans and Claims. Following the expiration of the Challenge Deadline, (i) the Debtors' obligations under the underlying loan agreements shall constitute allowed secured claims against the Debtors in these Chapter 11 Cases and any successor

cases; (ii) the liens securing the Secured Senior Secured Liens and Claims and the Replacement Liens shall forever be deemed to be legal, valid, binding, continuing, perfected, and enforceable, as of the Petition Date, against the Debtors in these Chapter 11 Cases and any successor cases; (iii) the Debtors' prepetition obligations to the Lender shall not be subject to any other or further challenge, avoidance, recharacterization or subordination (whether equitable, contractual, or otherwise); and (iv) any and all challenges, of any kind or nature whatsoever, whether under the Bankruptcy Code, applicable non-bankruptcy law or otherwise, against the Lender shall be deemed forever waived, released, and barred. Nothing in this Order vests or confers on any Person (as defined in the Bankruptcy Code), including any statutory or non-statutory committees appointed or formed in these Chapter 11 Cases, standing or authority to pursue any claim or cause of action belonging to the Debtors or their estates, including, without limitation, any challenge described in this paragraph.

15. Binding Effect of Stipulation and Order. Immediately upon entry by this Court (notwithstanding any applicable law or rule to the contrary), the terms and provisions of this Stipulation and Order shall become valid and binding upon the Debtors and the Debtors' estates.

16. Retention of Jurisdiction. This Court shall retain jurisdiction to enforce this Stipulation and Order and determine any disputes arising hereunder.

17. Conflicts. To the extent there exists any conflict between provisions of this Stipulation and Order and the terms of the loan documents between the Lender and the Debtors, the provisions of this Stipulation and Order shall govern.

18. Final Hearing. A final hearing to consider entry of this Stipulation and Order shall be conducted in June __, 2026 at __: __.m.

Exhibit A

YesCare / CHS Cash Collateral 13 Week Budget

Week Number:					
Week Ended:	5/22/2025	5/29/2025	6/5/2025	6/12/2025	Total

Accounts Receivable

Indicates - Assumed / known termination in period

Indicates - Pays in Arrears

Infusions:

ABL

Total Operating Receipts	7,510,510	3,499,200	4,473,945	6,640,362	22,124,017
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Operating Disbursements

Payroll & benefits	7,607,677	2,756,223	1,890,600	5,043,935	17,298,435
Independent Contractors	-	75,000	100,000	100,000	275,000
Offsite Providers	-	150,000	150,000	150,000	450,000
Pharmacy	100,000	100,000	100,000	100,000	400,000
Timi (assume prepaid)	-	225,000	-	225,000	450,000
Professional Liability	-	-	-	-	-
Medical Supplies	25,000	25,000	25,000	25,000	100,000
Utilities	60,000				60,000
Other Expenses	40,000	40,000	40,000	30,000	150,000
Taxes				1,450,203	1,450,203
401(k) Match				-	-
Accrued PTO				-	-
Delayed Payroll Offset				-	-
Other					
Total Operating Disburser	7,832,677	3,371,223	2,305,600	7,124,138	20,633,638

Non-Operating/Bankruptcy Receipts/(Disbursements)

Restructuring Professional Fees - Company				200,000	200,000
Restructuring Professional Fees - DIP Lender					-
Restructuring Professional Fees - UCC				50,000	50,000
CRO/Financial Advisor Fees				75,000	75,000
Claims Agent and Publicati	35,680			25,000	60,680
Ombudsman Fees				-	-
UST Fees					-

Total Non-Operating/Bank	35,680	-	-	350,000	385,680
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Net Cash Flow	(357,847)	127,977	2,168,345	(833,776)	1,104,699
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Cash Balance - Beginning	363,993	6,146	134,123	2,302,468	
Net Cash Flow	(357,847)	127,977	2,168,345	(833,776)	
Ending Cash Balance	6,146	134,123	2,302,468	1,468,692	