

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

In re:	)	
	)	Chapter 11
	)	
GENESIS CARE PTY LIMITED, <i>et al.</i> , ¹	)	Case No. 23-90614 (DRJ)
	)	
Debtors.	)	(Joint Administration Requested)
	)	(Emergency Hearing Requested)

**DEBTORS' EMERGENCY MOTION
FOR ENTRY OF INTERIM AND FINAL ORDERS
(I) AUTHORIZING THE DEBTORS TO (A) CONTINUE
TO OPERATE THEIR CASH MANAGEMENT SYSTEM AND
MAINTAIN EXISTING BANK ACCOUNTS, (B) CONTINUE TO PERFORM
INTERCOMPANY TRANSACTIONS, AND (C) MAINTAIN EXISTING BUSINESS
FORMS AND BOOKS AND RECORDS, AND (II) GRANTING RELATED RELIEF**

Emergency relief has been requested. Relief is requested not later than June 1, 2023.

If you object to the relief requested or you believe that emergency consideration is not warranted, you must appear at the hearing if one is set, or file a written response prior to the date that relief is requested in the preceding paragraph. Otherwise, the Court may treat the pleading as unopposed and grant the relief requested.

A hearing will be conducted on this matter on June 1, 2023, at 3:30 p.m. (prevailing Central Time) in Courtroom 404, 4th floor, 515 Rusk Street, Houston, Texas 77002. Participation at the hearing will only be permitted by an audio and video connection.

Audio communication will be by use of the Court's dial-in facility. You may access the facility at (832) 917-1510. Once connected, you will be asked to enter the conference room number. Judge Jones's conference room number is 205691. Video communication will be by use of the GoToMeeting platform. Connect via the free GoToMeeting application or click the link on Judge Jones's homepage. The meeting code is "JudgeJones". Click the settings icon in the upper right corner and enter your name under the personal information setting.

Hearing appearances must be made electronically in advance of both electronic and in-person hearings. To make your appearance, click the "Electronic Appearance" link on Judge Jones's homepage. Select the case name, complete the required fields

¹ A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' proposed claims and noticing agent at <https://restructuring.ra.kroll.com/GenesisCare>. The location of Debtors' principal place of business and the Debtors' service address in these chapter 11 cases is: 2270 Colonial Blvd., Fort Myers, FL 33907.

and click “Submit” to complete your appearance.

The above-captioned debtors and debtors in possession (collectively, the “Debtors”) respectfully state as follows in support of this motion:²

Relief Requested

1. The Debtors seek entry of interim and final orders, substantially in the attached forms (respectively, the “Interim Order” and the “Final Order” and, together the “Orders”), (a) authorizing the Debtors to (i) continue to operate their cash management system and maintain their existing bank accounts, including honoring certain prepetition obligations related thereto, (ii) continue to perform intercompany transactions and funding consistent with their historical practices, and (iii) maintain existing business forms and books and records in the ordinary course of business, and (b) granting related relief. In addition, the Debtors request that the Court schedule a final hearing with respect to the relief requested herein approximately 25 days after the Petition Date or as soon thereafter as is convenient for the Court.

Jurisdiction and Venue

2. The United States Bankruptcy Court for the Southern District of Texas (the “Court”) has jurisdiction over this matter pursuant to 28 U.S.C. § 1334. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b). The Debtors confirm their consent to the Court’s entry of a final order in connection with this motion.

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

² A detailed description of the Debtors and their businesses, including the facts and circumstances giving rise to the Debtors’ chapter 11 cases, is set forth in the *Declaration of David Young, Chief Executive Officer of Genesis Care Pty Limited, in Support of the Debtors’ Chapter 11 Petitions and First Day Motions* (the “First Day Declaration”), filed contemporaneously herewith. Capitalized terms used but not defined in this motion have the meanings ascribed to them later in this motion or in the First Day Declaration, as applicable.

4. The bases for the relief requested herein are sections 105, 345, and 363 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the “Bankruptcy Code”), rules 6003 and 6004 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and rules 1075-1 and 9013-1 of the Local Bankruptcy Rules for the Southern District of Texas (the “Bankruptcy Local Rules”).

Background

5. The Debtors, together with certain of their non-Debtor affiliates (collectively, “GenesisCare” or the “Company”), are leading cancer care providers, offering personalized and accessible treatment across a network of highly-skilled healthcare professionals to patients globally. Founded in 2005 and headquartered in Sydney, Australia, GenesisCare has more than 440 clinics at which it employs over 5,500 healthcare professionals and treats over 400,000 patients each year in Australia, the United States, Spain, and the United Kingdom.

6. On June 1, 2023 (the “Petition Date”), each Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. Concurrent with the filing of this motion, the Debtors have requested procedural consolidation and joint administration of these chapter 11 cases pursuant to Bankruptcy Rule 1015(b). The Debtors are operating their businesses and managing their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No request for the appointment of a trustee or examiner has been made in these chapter 11 cases, and no committees have been appointed or designated.

The Cash Management System

I. Overview.

7. In the ordinary course of business, GenesisCare maintains a sophisticated, global cash management system to facilitate the timely and efficient collection, management, and

disbursement of funds (the “Cash Management System”). An illustrative schematic of the Cash Management System is attached hereto as **Exhibit A**.

8. The Cash Management System includes a total of approximately 180 bank accounts, including 98 bank accounts held by Debtors (together with any other bank accounts the Debtors may open in the ordinary course of business, the “Bank Accounts”). A list of the Bank Accounts is attached hereto as **Exhibit B**.³ The Bank Accounts are maintained by 44 Debtor entities at four different financial institutions: Wells Fargo Bank, N.A. (“Wells Fargo”), the Australian and New Zealand Banking Group Limited (“ANZ Bank”), the Commonwealth Bank of Australia (“CommBank”), and HSBC Holdings plc (including HSBC UK Bank plc and HSBC Bank USA NA, “HSBC” and together with Wells Fargo, ANZ Bank, and CommBank, the “Cash Management Banks”). The Debtors maintain a majority of their Bank Accounts with Wells Fargo.

9. The Debtors use the Cash Management System to collect, transfer, and distribute funds and to facilitate cash monitoring, forecasting, and reporting for the entire enterprise, including with affiliated professional corporations (“PCs”) and joint ventures (“JVs”). Additionally, OnCure Medical Corporation (“OnCure”), a Debtor entity, integrates numerous PCs into the U.S. Cash Management System for purposes of funding operational expenses of the PCs and receiving applicable management fees. The Cash Management System is typical for healthcare organizations of similar size and is designed to manage the Debtors’ cash flow in a cost-effective and efficient manner. GenesisCare’s treasury department maintains daily oversight of the Cash Management System and implements cash management controls for entering, processing, and releasing funds, including in connection with certain Intercompany Transactions.

³ The Debtors believe that **Exhibit B** is a complete list of the Debtors’ Bank Accounts. To the extent that any Bank Account has been inadvertently omitted from the list, the Debtors request that the Orders granting the relief sought herein apply to such Bank Account.

GenesisCare's treasury and accounting departments regularly reconcile the Debtors' books and records to ensure that all transfers are accounted for properly.

10. Given the economic and operational scale and complexity of the Debtors' healthcare enterprise, any disruption to the Cash Management System would have an immediate adverse effect on the Debtors' operations to the detriment of their estates and stakeholders, including the Debtors' patients. To minimize the disruption caused by these chapter 11 cases and to maximize the value of the Debtors' estates, the Debtors request authority to continue utilizing their existing Cash Management System during the course of these chapter 11 cases, subject to the terms described herein.

II. Description of Funds Processing.

11. As a large, complex healthcare organization, the Debtors depend on the timely and efficient collection, transfer, and disbursement of funds. The Cash Management System is tailored to meet the Debtors' operating needs, to enable control over the Debtors' funds, to ensure cash availability and liquidity, to comply with requirements under their financing arrangements and applicable healthcare laws and regulations, and to reduce administrative expenses incurred in connection with the movement of funds and the reporting of accurate account balances. The Cash Management System can be broken down regionally (separately, the "U.S. Cash Management System," the "U.K. Cash Management System," and the "Australian Cash Management System," as applicable). The Debtors estimate that approximately \$71 million in cash collections from operations flow through the Cash Management System monthly.⁴

12. ***U.S. Cash Management System.*** The U.S. Cash Management System operates as follows: All revenue derived from patient services, including checks, wire transfers, credit card

⁴ The above figure includes Medicare withholding.

payments, insurance payments, and payments from Medicare and Medicaid are collected in either the Debtors' deposit accounts, or non-debtor accounts including JV bank accounts, PC bank accounts, or OnCure deposit accounts (together, the "U.S. Locked Box Accounts"). The funds in the Debtors' deposit accounts are swept on a daily basis into the Debtors' concentration account (the "U.S. Concentration Account"). Funds in the PC and JV accounts are periodically transferred into the U.S. Concentration Account. Separately, funds in the OnCure deposit accounts move to an OnCure collection account and are then swept into an OnCure operating account on a daily basis. Funds owed to the Debtors from their partnership with OnCure flows from OnCure's PC accounts to the OnCure operating account and are ultimately transferred to the U.S. Concentration Account.

13. Intercompany funding, either to or from GenesisCare's Australian, U.K., or Spanish entities also originates from or flows into the U.S. Concentration Account on an as-needed basis. The disbursement of funds for debt service or swap payments also originates from the U.S. Concentration Account. Funds owed to GenesisCare for clinical trial funding or third party services contracts also flow into the U.S. Concentration Account. All disbursements, including payroll, are sent from the U.S. Concentration Account to various disbursement accounts or payroll accounts (the "Disbursement Accounts"). Additionally, funds periodically move between the U.S. Concentration Account and various of the Debtors' cash collateral accounts.

14. Among other services, the Debtors collect receivables for the PCs. Through a variety of contractual arrangements, the Debtors maintain varying degrees of control over the administration, operations, and cash flows of the PCs. For certain PCs, the Debtors keep amounts owed to GenesisCare and wire the remaining funds to a third party. The Debtors use two Bank Accounts for these transactions. The first Bank Account is used to process transactions with

American Oncologic Associates of Michigan P.C. Approximately \$2.5 million flows through this account every month, with the Debtors periodically transferring funds to the U.S. Concentration Account. The other Bank Account is used to make payments to the remaining third parties with the leftover funds belonging to the Debtors after all such payments are made. For certain other PCs, the inbound money belongs to the Debtors without any need to wire funds to a third party.

15. Additionally, the Debtors hold equity in and have operational relationships with roughly 13 JVs as part of their U.S. operations. JV expenses are recorded on GenesisCare's books and an intercompany balance is generated between the JV and GenesisCare. At month's end, the intercompany balances are settled and the Debtors transfer funds from the various JV Bank Accounts that receive cash from patient collections to the U.S. Concentration Account.

16. ***U.K. Cash Management System.*** The U.K. Cash Management System operates similarly to the U.S. Cash Management System in that most revenue derived from patient services, including checks, wire transfers, credit card payments, and payments from third party payors, including government payors, flows into one primary account (the "U.K. Main Operating Account"). Some revenue first flows into non-Debtor acquisition accounts before being periodically disbursed into the U.K. Main Operating Account or otherwise disbursed.

17. Intercompany funding, either to or from GenesisCare's Australian, U.S., or Spanish entities also originates from or flows into the U.K. Main Operating Account on an as-needed basis. Disbursements from the U.K. Main Operating Account are also used to fund debt service payments, swap payments, and payroll for certain employees, as needed. Disbursements, including for payroll, are made from the U.K. Main Operating Account, or in some instances, from non-Debtors' acquisition accounts.

18. ***Australian Cash Management System.*** The Australian Cash Management System

is also centered around one main account (the “Australian Concentration Account”). All revenue derived from patient services, including checks, wire transfers, credit card payments, and payments from third party payors first flows into deposit accounts, some of which are controlled by non-Debtor entities (the “Australian Deposit Accounts”) or into non-Debtor JV accounts. Funds in the Australian Deposit Accounts that are held with ANZ Bank are swept automatically into the Australian Concentration Account on a daily basis. Funds in the other Australian Deposit Accounts are transferred periodically into various operating accounts and then are periodically transferred from there to the Australian Concentration Account. Funds in the non-Debtor JV accounts are periodically transferred directly to the Australian Concentration Account.

19. Once in the Australian Concentration Account, funds are manually transferred to (or received from) the Debtors’ savings accounts and cash collateral accounts. Intercompany funds received from the Debtors’ Spanish or U.K. Cash Management Systems flow directly into the Australian Concentration Account or derive directly therefrom for outbound transfers. The Debtors also make disbursements, including payroll, directly from the Australian Concentration Account. Additionally, the Debtors and certain non-Debtors have historically moved funds between the Australian Concentration Account and certain accounts (the “FX Accounts”) to hold foreign currency or move funds around their financing structure, though the FX Accounts are largely unused today.

III. Bank Accounts Summary.

20. The following table categorizes each Bank Account in the Cash Management System:⁵

⁵ These descriptions and categories of Bank Accounts are for illustrative purposes only.

Account	Account Description
<u>Master Accounts</u> <i>U.S.: Wells Fargo Bank Account ending in 0623</i> <i>U.K.: HSBC Bank Account ending in 4491</i> <i>Australia: ANZ Bank Account ending in 3524</i>	Includes the U.S. Concentration Account and the U.K. Main Operating Account and the Australian Concentration Account (each, a “<u>Master Account</u>”). Generally, all funds in the U.S. Cash Management System, the U.K. Cash Management System, and the Australian Cash Management System flow through the applicable Master Accounts before being disbursed.
<u>Locked Box Accounts</u> <i>Wells Fargo Bank Accounts ending in 8251, 7740, 0935, 8203, 8211, 9924, 6220, 7560, 4908, 8229, 4628, 8135, 5261, 5784, 8153, 4149, 8195, 6009, 4327, 8245, 5273, 4343, 6932, 8135, 9831, 3229 and 0943</i>	In the U.S. Cash Management System, the Locked Box Accounts receive all revenue from patients, including checks, wire transfers, credit card payments, insurance payments, and payments from Medicare and Medicaid. The Locked Box Accounts include the Debtors’ management companies’ accounts, the Debtors’ deposit accounts, and non-debtor accounts such as JV bank accounts, PC bank accounts, as well as one OnCure deposit account, (the Wells Fargo Bank Account ending in 3229).
<u>U.S. Management Company Accounts</u> <i>Wells Fargo Bank Accounts ending in 7462, 4518, 7737, 4240, 2162, 4291, and 3493</i>	In the U.S. Cash Management System, the management company accounts periodically receive funds from the U.S. JV and PC accounts before being automatically replenished into the U.S. Concentration Account.

Account	Account Description
<u>Australian Deposit Accounts</u> <i>ANZ Bank Bank Accounts ending in 8431, 6983, 8895, 2269, 2293, 0777, 2306, 8318, 2596, 8008, 8899, 6002, 0077, and 3516</i> <i>Commbank Bank Accounts ending in 6793 and 7711</i>	In the Australian Cash Management System, the Australian Deposit Accounts receive funds from patients, including checks, wire transfers, credit card payments, and payments from third party payors. Certain of these accounts are owned by non-Debtors. Those Australian Deposit Accounts maintained with ANZ Bank are swept into the Australian Concentration Account automatically on a daily basis, while the other Australian Deposit Accounts have funds periodically transferred to an operating account first. ANZ Bank Bank Accounts ending in 8431 and 6983 are easypay Australian Deposit Accounts maintained by the Debtors on behalf of certain JVs.
<u>Australian Operating Accounts</u> <i>Commbank Bank Account ending in 0055, 3105, and 7287</i> <i>HSBC Bank Account ending in 087 and 001</i>	In the Australian Cash Management System, the Australian operating accounts act as intermediary accounts between Australian Deposit Accounts that are not held with ANZ Bank and the Australian Concentration Account. Funds are received periodically from these Australian Deposit Accounts and then are periodically transferred to the Australian Concentration Account.

Account	Account Description
<u>Disbursement Accounts</u> <i>Wells Fargo Bank Accounts ending in 5953, 0569, 1969, 4850, 7281, 5050, 3551, 5019, 3544, 3536, 9600, 4885, and 4555</i>	The Disbursement Accounts fund the Debtors' ordinary course operating expenses, including payroll, as necessary through direct disbursements. In the U.S. Cash Management System, these accounts are funded through the U.S. Concentration Account. In the U.K. Cash Management System, these accounts are funded through the U.K. Main Operating Account.
<u>Debtors' Group Accounts</u> <i>HSBC Bank Accounts ending in 0081, 3134, 3478, 3377, 6732, 4268, 001, 2647, 2604, and 2663</i>	Bank Accounts in both the U.S. and U.K. Cash Management Systems that are ancillary to the Master Accounts and are used to pay debt instruments, swap payments, transfer money between different cash management systems, and fund payroll for a small amount of employees.
<u>Debtors' GCI & GCS Accounts</u> <i>Wells Fargo Bank Accounts ending in 8803, 8787, and 8795</i>	Bank Accounts in the U.S. Cash Management System that are ancillary to the U.S. Concentration Account and are used to fund clinical trials and various third party services contracts.
<u>Australian Savings and Cash Collateral Accounts</u> <i>ANZ Bank Bank Account ending in 1176</i> <i>CommBank Bank Account ending in 6221</i> <i>HSBC Bank Account ending in 002</i>	Bank Accounts in the Australian Cash Management System from which funds are manually transferred back and forth from the Australian Concentration Account.
<u>U.S. Cash Collateral Accounts</u> <i>Wells Fargo Bank Account ending in 3831 and 8100</i>	Bank Accounts in the U.S. Cash Management System from which funds are manually transferred back and forth from the U.S. Concentration Account.

Account	Account Description
<u>FX Account</u> <i>ANZ Bank Account ending in 0001</i>	Bank Accounts in the Australian Cash Management System that were originally created to hold foreign currency. These Bank Accounts are largely unused today.
<u>U.K. Savings and Holdings Accounts</u> <i>HSBC Bank Accounts ending in 4193, 7976, 5187, 7968, and 5490</i>	Bank Accounts in the U.K. Cash Management System that are largely unused as of the Petition Date. The savings accounts are high interest bearing accounts where the Debtors have historically parked cash in the U.K. Cash Management System.

IV. Corporate Credit Cards.

21. As part of the reimbursable expenses program⁶ the Debtors utilize corporate credit cards issued by HSBC, ANZ Bank, American Express Corporate Services, and Wells Fargo (collectively, the “Corporate Credit Cards”). As of the Petition Date, approximately 220 employees hold Corporate Credit Cards, which they typically use to cover reimbursable expenses incurred in the ordinary course of business. The Debtors repay the amounts outstanding on the Corporate Cards directly to the card issuers. Although only the Debtors are liable on the Corporate Credit Cards, such that the employees would not incur personal liability if balances went unpaid, the continued functionality of the Corporate Credit Cards is critical to avoid a costly disruption of the Debtors’ ordinary business operations.

22. The Corporate Credit Cards are a historical feature of the Debtors’ employment arrangement, and curtailing or halting this program would substantially disrupt the expectations of the employees and, therefore, the Debtors’ operations. In addition, the Debtors’ internal employee reimbursement policy imposes a number of internal controls to ensure reimbursement requests are

⁶ A complete overview of the Debtors’ reimbursable expense program can be found in the Debtors’ *Emergency Motion for Entry of an Order (I) Authorizing the Debtors to (A) Pay Prepetition Wages, Salaries, Other Compensation, and Reimbursable Expenses and (B) Continue Employee Benefits Programs, and (II) Granting Related Relief*.

properly reviewed, including requiring that reimbursement requests must be properly documented, approved, and validated by managers.

V. Bank Fees.

23. The Debtors incur periodic service charges and other fees in connection with maintaining the Cash Management System (the “Bank Fees”). In most instances, the Bank Fees are automatically debited from the applicable Bank Account. The Debtors seek authority to pay the outstanding prepetition Bank Fees for prepetition transactions that are charged postpetition, and to continue to pay the Bank Fees in the ordinary course of business on a postpetition basis.

VI. Compliance with the U.S. Trustee Guidelines and the Bankruptcy Code.

24. The *Region 7 Guidelines for Debtors-in-Possession* (the “U.S. Trustee Guidelines”) generally require chapter 11 debtors to, among other things, deposit all estate funds into an account with an approved depository that agrees to comply with the requirements of the United States Trustee for the Southern District of Texas (the “U.S. Trustee”). Of the Cash Management Banks only Wells Fargo is an approved depository under the U.S. Trustee Guidelines. The majority of the Bank Accounts are maintained with Wells Fargo. The remaining Cash Management Banks are not authorized depositories. All of the remaining Bank Accounts are part of GenesisCare’s U.K. Cash Management System or Australian Cash Management System. Given the global scope of the Debtors’ operations and cash management requirements, it is not feasible to consolidate all cash activities into the narrow group of financial institutions approved in the U.S. Trustee Guidelines.

25. All of the remaining Bank Accounts that are not held with an authorized depository are maintained at highly-rated, global financial institutions that are well-capitalized and financially stable. HSBC, for example, is the largest bank in Europe, holding almost \$3 trillion in total assets

in 2022.⁷ CommBank and ANZ Bank are the first and second largest banks in Australia, respectively, each holding over \$700 billion in total assets in 2022.⁸ The principal basis for the exclusion of certain of these financial institutions from the U.S. Trustee Guidelines is location—not financial soundness or stability. Indeed, all of these institutions are based outside of the United States and thus are less likely to be identified by the U.S. Trustee as an authorized depository. These financial institutions are well-positioned to continue performing depository and cash management functions during the chapter 11 cases. Cause exists to allow the Debtors to continue utilizing the existing Bank Accounts, consistent with historical practices.

26. The Cash Management System is complex and critical to the ongoing stability of the Debtors' businesses and smooth transition into these chapter 11 cases. Requiring the Debtors to transfer any of the above-described Bank Accounts to a designated authorized depository would place a needless and excessive administrative burden on the Debtors and impose significant, value destructive costs to the Debtors' estates. Further, relocating the Debtors' Cash Management System to U.S.-only accounts could have potentially significant tax or regulatory impacts and would require extensive diligence and analysis to ensure that no unwanted or detrimental effects would stem from such a transition. Given the number of international Bank Accounts involved, such an analysis would likely require a tremendous amount of time and resources, all to the detriment of the Debtors' estates at the outset of these chapter 11 cases. In any event, the Debtors will continue to work in good faith with the U.S. Trustee to address any concerns regarding the continued use of these accounts on a postpetition basis.

⁷ See <https://www.spglobal.com/marketintelligence/en/news-insights/latest-news-headlines/the-world-s-100-largest-banks-2022-69651785>.

⁸ *Id.*

27. Additionally, section 345(a) of the Bankruptcy Code authorizes deposits of money as “will yield the maximum reasonable net return on such money, taking into account the safety of such deposit or investment.” For deposits or investments that are not “insured or guaranteed by the United States or by a department, agency, or instrumentality of the United States or backed by the full faith and credit of the United States,” section 345(b) of the Bankruptcy Code requires debtors to obtain, from the entity with which the money is deposited, a bond in favor of the United States and secured by the undertaking of an adequate corporate surety, or “the deposit of securities of the kind specified in section 9303 of title 31,” unless the court “for cause” orders otherwise. 11 U.S.C. § 345(a)–(b).

28. The Debtors are in substantial compliance with section 345(b) of the Bankruptcy Code. The majority of the Bank Accounts are insured by the FDIC. All of the Bank Accounts are maintained at Cash Management Banks that are well-capitalized and sophisticated financial institutions.

VII. Business Forms and Books and Records.

29. As part of the Cash Management System, the Debtors use a variety of preprinted business forms (including checks, letterhead, correspondence forms, invoices, and other business forms) in the ordinary course of business (collectively, the “Business Forms”). The Debtors also maintain books and records to document their financial results and a wide array of operating information (collectively, the “Books and Records”). To avoid a significant disruption to their business operations and to minimize administrative expense to their estates, the Debtors request authorization to continue using all of the Business Forms and Books and Records in a manner consistent with prepetition practice, without reference to the Debtors’ status as chapter 11 debtors in possession until their existing stock of Business Forms is exhausted.

VIII. Intercompany Transactions.

30. GenesisCare is an integrated healthcare network with enterprise-level management. The Debtors thus engage in business transactions with each other, including making payments or providing services for GenesisCare's benefit (collectively, the "Intercompany Transactions") that result in intercompany receivables and payables (the "Intercompany Balances"). Intercompany Transactions include, among other things, transactions related to the payment of salaries, wages, benefits, contract labor, supplies, professional fees, purchased services, taxes and fees, and insurance. The Intercompany Transactions are an essential component of the Debtors' complex operations. They are integral to the Debtors' ability to process payroll and payments to third party vendors, provide enterprise-wide management and support services, and otherwise facilitate operations on a daily basis.

31. The Debtors track all fund transfers in their accounting system and can ascertain, trace, and account for all Intercompany Transactions, and the Debtors will continue tracking postpetition Intercompany Transactions consistent with historical practice. Continuing Intercompany Transactions is a crucial component of GenesisCare's debtor-in-possession financing package, which requires the free movement of funds between the Debtors' U.S. Cash Management System, U.K. Cash Management System, and Australian Cash Management System. The Debtors would be unduly burdened, both financially and logistically, if the Debtors were required to halt Intercompany Transactions or otherwise make material changes to the Cash Management System. Accordingly, the Debtors seek the authority to continue the Intercompany Transactions in the ordinary course of business on a postpetition basis and to grant administrative expense status to Intercompany Balances due from the Debtors to other Debtors as a result of Intercompany Transactions, whether arising prepetition or postpetition.

Basis for Relief

I. The Court Should Approve the Debtors' Continued Use of the Cash Management System and Payment of the Bank Fees.

32. The U.S. Trustee Guidelines require debtors in possession to, among other things, (a) close all existing bank accounts and open new debtor-in-possession bank accounts, (b) establish one debtor-in-possession account for all estate monies required for payment of taxes including payroll taxes, (c) physically set aside all monies required by law to be withheld from employees or collected from others for taxes, (d) open a new set of books and records as of the commencement date of the case, (e) use new business forms indicating the debtor-in-possession status of the chapter 11 debtor, including checks that bear the designation “debtor in possession” and reference the bankruptcy case number on such checks, and (f) make all disbursements of estate funds by check with a notation representing the reason for the disbursement. *See U.S. Trustee Guidelines*. These guidelines are intended to provide a clear line of demarcation between prepetition and postpetition transactions and operations and to prevent inadvertent payment of prepetition claims. Considering the breadth and complexity of the Debtors' financial affairs and the volume of collections, disbursements, and movement of funds through the Cash Management System on a daily basis, enforcement of these provisions of the U.S. Trustee Guidelines during these chapter 11 cases would severely disrupt, if not cripple, the Debtors' operations. Accordingly, the Debtors request that the Court allow them to operate each of the Bank Accounts that comprise the Cash Management System as each was maintained in the ordinary course of business before the Petition Date and as described herein.

33. Continuation of the Cash Management System is permitted pursuant to section 363(c)(1) of the Bankruptcy Code, which authorizes the debtor in possession to “use property of the estate in the ordinary course of business without notice or a hearing.” Bankruptcy

courts treat requests for authority to continue utilizing existing cash management systems as a relatively “simple matter.” *See, In re Baldwin-United Corp.*, 79 B.R. 321, 327 (Bankr. S.D. Ohio 1987). Courts have also recognized that an integrated cash management system “allows efficient utilization of cash resources and recognizes the impracticalities of maintaining separate cash accounts for the many different purposes that require cash.” *In re Columbia Gas Sys. Inc.*, 136 B.R. 930, 934 (Bankr. D. Del. 1992), *aff’d in part and rev’d in part*, 997 F.2d 1039 (3d Cir. 1993); *see also In re BJ Servs., LLC*, Case No. 20-33627 (MI) (July 22, 2020) (Bankr. S.D. Tex.) (approving the debtors’ continued use of existing cash management systems); *In re Brazos Elec. Power Cooperative, Inc.*, Case No. 21-30725 (DRJ) (March 3, 2021) (Bankr. S.D. Tex.) (same). As a result, courts have concluded that the requirement to maintain all accounts separately “would be a huge administrative burden and economically inefficient.” *See In re Columbia Gas*, 997 F.2d at 1061; *see also In re Southmark Corp.*, 49 F.3d 1111, 1114 (5th Cir. 1995) (cash management system allows debtor “to administer more efficiently and effectively its financial operations and assets”).

34. Requiring the Debtors to adopt a new cash management system during these chapter 11 cases would be expensive, burdensome, and unnecessarily disruptive to the Debtors’ operations. The Cash Management System provides the Debtors with the ability to, among other things, quickly assess the location and amount of funds, which, in turn, allows management to track and control such funds, ensure cash availability, and reduce administrative costs through a centralized method of coordinating the collection and movement of funds. In light of the scope and complexity of the Debtors’ operations, any disruption of the Cash Management System could have a severe adverse effect on the Debtors’ operational stability and patient care. By contrast, maintaining the current Cash Management System will facilitate the Debtors’ smooth transition

into chapter 11 by, among other things, minimizing delays in paying postpetition debts and eliminating administrative inefficiencies. Finally, maintaining the current Cash Management System will allow the Debtors' treasury and accounting employees to focus on their daily responsibilities as opposed to reconstructing the Cash Management System.

35. Parties in interest will not be harmed by the Debtors' maintenance of the Cash Management System, including maintenance of the Bank Accounts and the Intercompany Transactions, because the Debtors have implemented appropriate mechanisms to ensure that Debtor entities will not make unauthorized payments on account of prepetition obligations. Specifically, with the assistance of their advisors, the Debtors have implemented internal control procedures that prohibit payments on account of prepetition debts without the prior approval of the Debtors' treasury department. In light of such protective measures, maintaining the Cash Management System is in the best interests of the Debtors' estates and creditors.

36. Finally, the Debtors request that the Court authorize the Debtors to continue to pay the Bank Fees, including any prepetition Bank Fees. Due to the material benefit of maintaining the Cash Management System to avoid unnecessary disruption and costly delay, such relief is warranted under the circumstances.

II. Authorizing the Banks to Continue to Maintain, Service, and Administer the Bank Accounts in the Ordinary Course of Business Is Warranted.

37. The Debtors request that the Court authorize and direct the Cash Management Banks to receive, process, honor, and pay, to the extent funds are available in each applicable Bank Account, any and all checks, electronic fund transfers, credit card payments, ACH payments and other instructions, and drafts payable through, or drawn or directed on, such Bank Accounts after the Petition Date by holders, makers, or other parties entitled to issue instructions with respect thereto, irrespective of whether such checks, drafts, electronic fund transfers, credit card, or ACH

payments are dated prior or subsequent to the Petition Date. The Debtors also request that, to the extent a Cash Management Bank honors a prepetition check or other item drawn on any account that is the subject of this motion, either at the direction of the Debtors or in a good-faith belief that the Court has authorized such prepetition check or item to be honored, such Cash Management Bank will not be deemed to be liable to the Debtors or their estates on account of such prepetition check or other item honored postpetition. Such relief is reasonable and appropriate because the Cash Management Banks are not in a position to independently verify or audit whether the Debtors may pay a particular item in accordance with a Court order or otherwise. Considering the scope and complexity of their operations, the Debtors need to conduct transactions by debit, electronic fund, ACH payments, and other similar methods. If the Debtors are denied the opportunity to conduct transactions by debit, electronic fund, ACH payments, or other methods used in the ordinary course of business, the Debtors likely would have difficulty performing on their contracts and the Debtors' business operations would be disrupted unnecessarily, burdening the Debtors and their creditors with additional costs.

III. The Debtors Should Be Granted Authority to Use Existing Business Forms and Books and Records.

38. To avoid disruption of the Cash Management System and unnecessary expense, the Debtors request that they be authorized to continue to use their Business Forms and Books and Records, substantially in the form existing immediately before the Petition Date, without reference to their status as debtors in possession. Parties doing business with the Debtors undoubtedly will be aware of their status as debtors in possession and, thus, changing forms such as letterhead would be an unnecessary additional expense and unduly burdensome.

39. The Debtors should be permitted to maintain their existing Books and Records rather than open a new set as required under the U.S. Trustee Guidelines. The Debtors use a

sophisticated recordkeeping system that enables them to consolidate their Books and Records for financial reporting purposes while maintaining separate records on an entity-by-entity basis to track the operations and results of individual entities across their corporate structure. Continued use of the Debtors' current Books and Records, therefore, will maximize efficiency and decrease administrative burden while maintaining the precise entity-by-entity reporting contemplated by the U.S. Trustee.

IV. Payment of Bank Fees and Prepetition Obligations Related to the Bank Accounts Will Facilitate a Smooth Transition into Chapter 11 and Benefit the Estates.

40. The Debtors believe that they have authority to pay prepetition Bank Fees and continue satisfying Bank Fees as they arise during these chapter 11 cases because such payments are ordinary course. *See* 11 U.S.C. § 363(c) (“If the business of the debtor is authorized to be operated under section . . . 1108 . . . and unless the court orders otherwise, the trustee may enter into transactions, including the sale or lease of property of the estate, in the ordinary course of business, without notice or a hearing, and may use property of the estate in the ordinary course of business without notice or a hearing.”). This motion seeks authority to pay such fees and satisfy such obligations out of an abundance of caution to the extent that payment of these obligations is not considered ordinary course.

41. Section 363(b) of the Bankruptcy Code permits a debtor to, subject to court approval, pay prepetition obligations where a sound business purpose exists for doing so. *See In re Ionosphere Clubs*, 98 B.R. 174, 175 (Bankr. S.D.N.Y. 1989) (noting that section 363(b) of the Bankruptcy Code provides “broad flexibility” to authorize a debtor to honor prepetition claims where supported by an appropriate business justification). In addition, under section 1107(a) of the Bankruptcy Code, a debtor in possession has, among other things, the “implied duty of the debtor-in-possession to ‘protect and preserve the estate, including an

operating business' going-concern value.'" See *In re CEI Roofing, Inc.*, 315 B.R. 50, 59 (Bankr. N.D. Tex. 2004) (quoting *In re CoServ*, 273 B.R. 487, 497 (Bankr. N.D. Tex. 2002)); see also *In re Equalnet Commc'ns Corp.*, 258 B.R. 368, 369 (Bankr. S.D. Tex. 2000) (noting that courts authorize debtors to pay, outside of a plan, prepetition claims from "business transactions which are at once individually minute but collectively immense and critical to the survival of the business of the debtor").

42. Under section 105(a) of the Bankruptcy Code, "the Court may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of the Bankruptcy Code." 11 U.S.C. § 105(a); see also *In re CoServ*, 273 B.R. at 497 (finding that sections 105 and 1107 of the Bankruptcy Code provide the authority for a debtor in possession to pay pre-petition claims); *In re Mirant Corp.*, 296 B.R. 427, 429 (Bankr. N.D. Tex. 2003) (noting that non-payment of prepetition claims may seriously damage a debtor's business). The above-referenced sections of the Bankruptcy Code have been interpreted to authorize the postpetition payment of prepetition claims when the payments are critical to preserving the going-concern value of the debtor's estate, as is the case here. See, e.g., *In re CoServ*, 273 B.R. at 497 ("[I]t is only logical that the bankruptcy court be able to use [s]ection 105(a) of the [Bankruptcy] Code to authorize satisfaction of the prepetition claim in aid of preservation or enhancement of the estate.").

43. The Debtors request authority to pay prepetition Bank Fees as they become due in the ordinary course. Authority to make such payments is necessary to the Debtors' operations, which are predicated on an uninterrupted flow of funds between Bank Accounts. If the Debtors do not pay their Bank Fees, then their relationships with the Cash Management Banks, which are crucial to their ongoing business operations, may be materially damaged. Further, the Debtors' management and advisors may be forced to spend time and resources on unnecessary disputes with

the Cash Management Banks at this critical juncture. The Debtors believe that any interference or delay in any of these programs is unnecessary and unduly burdensome.

V. The Court Should Authorize the Debtors to Continue Engaging in Postpetition Intercompany Transactions and Grant Administrative Expense Status to Postpetition Intercompany Balances.

44. Allowing the Debtors to engage in postpetition Intercompany Transactions is in the best interests of the Debtors' estates and their creditors, and the Debtors seek authority to enter into such Intercompany Transactions in the ordinary course of business. The Debtors will continue to maintain records of Intercompany Transactions, including records of all current Intercompany Balances. If the Intercompany Transactions were to be discontinued, the Cash Management System and related administrative controls would be disrupted to the detriment of the Debtors and their estates. The Debtors' continued performance of the Intercompany Transactions postpetition is in the best interest of the Debtors' estates and stakeholders.

45. Further, to ensure that the Debtors' creditors are sufficiently protected, the Debtors request that each payment (or other transfer of cash, whether to or from the Debtors) from a Debtor to another Debtor under any Intercompany Transaction, whether arising or initiated prepetition or postpetition, be granted administrative expense status under section 503(b) of the Bankruptcy Code.⁹ This relief will ensure that each entity receiving payments from a Debtor will continue to bear ultimate repayment responsibility for such ordinary course transactions, thereby reducing the risk that these transactions would jeopardize the recoveries available to each Debtors' respective creditors.

⁹ Notwithstanding the administrative expense status requested for the Intercompany Transactions between and among Debtors, each Debtor reserves the right to dispute any Intercompany Transaction (or payment made on account of an Intercompany Transaction) on any ground, including the methodology for calculation of such transaction or payment, and to claw back or avoid such transactions and/or payments.

Processing of Checks and Electronic Fund Transfers Should Be Authorized

46. The Debtors have sufficient funds to pay the amounts described in this motion in the ordinary course of business by virtue of expected cash flows from ongoing business operations and anticipated access to cash collateral and debtor in possession financing. In addition, under the Debtors' existing cash management system, the Debtors can readily identify checks or wire transfer requests as relating to an authorized payment in respect of the relief requested herein. Accordingly, the Debtors believe there is minimal risk that checks or wire transfer requests that the Court has not authorized will be honored inadvertently. Therefore, the Debtors request that the Court authorize and direct all applicable financial institutions at the Debtors' request to receive, process, honor, and pay any and all checks or wire transfer requests in respect of the relief requested in this Motion.

Emergency Consideration

47. Bankruptcy Bankruptcy Rule 6003 empowers a court to grant relief within the first twenty-one days after the Petition Date "to the extent that relief is necessary to avoid immediate and irreparable harm." Failure to receive such relief during the first twenty-one days of these chapter 11 cases would severely disrupt the Debtors' operations at this critical juncture. The Debtors have satisfied the "immediate and irreparable" harm standard and request that the Court approve this motion on an emergency basis.

Waiver of Bankruptcy Rules 6004(a) and 6004(h)

48. The Debtors request that the Court enter an order providing that notice of the relief requested herein satisfies Bankruptcy Rule 6004(a) and that the Debtors have established cause to exclude such relief from the 14-day stay period under Bankruptcy Rule 6004(h), which is necessary to implement the relief requested in this motion.

Reservation of Rights

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

Notice

50. The Debtors will provide notice of this motion to the following: (a) the U.S. Trustee; (b) the holders of the 30 largest unsecured claims against the Debtors (on a consolidated basis); (c) Akin Gump Strauss Hauer & Feld LLP as counsel to the Ad Hoc Term Lender Group;

(d) Kroll Agency Services Limited as DIP agent; (e) Sidley Austin LLP as counsel to the DIP agent; (f) Paul, Weiss, Rifkind, Wharton & Garrison LLP as counsel to KKR & Co. L.P.; (g) Ropes & Gray LLP as counsel to China Resources (Holdings) Co., Ltd.; (h) the United States Attorney's Office for the Southern District of Texas; (i) the Internal Revenue Service; (j) the United States Securities and Exchange Commission; (k) the state attorneys general for states in which the Debtors conduct business; (l) the Cash Management Banks; and (m) any party that has requested notice pursuant to Bankruptcy Rule 2002. No other or further notice is needed in light of the nature of the relief requested.

The Debtors request that the Court enter the Interim Order and Final Order granting the relief requested herein and such other relief as the Court deems appropriate under the circumstances.

Houston, Texas
June 1, 2023

/s/ Jennifer F. Wertz

JACKSON WALKER LLP

Matthew D. Cavanaugh (TX Bar No. 24062656)
Jennifer F. Wertz (TX Bar No. 24072822)
Genevieve M. Graham (TX Bar No. 24085340)
1401 McKinney Street, Suite 1900
Houston, Texas 77010
Telephone: (713) 752-4200
Facsimile: (713) 752-4221
Email: mcavanaugh@jw.com
jwertz@jw.com
ggraham@jw.com

KIRKLAND & ELLIS LLP

KIRKLAND & ELLIS INTERNATIONAL LLP

Joshua A. Sussberg, P.C. (*pro hac vice* pending)
Steven N. Serajeddini, P.C. (*pro hac vice* pending)
Andrew Townsell (*pro hac vice* pending)
601 Lexington Avenue
New York, New York 10022
Telephone: (212) 446-4800
Facsimile: (212) 446-4900
Email: joshua.sussberg@kirkland.com
steven.serajeddini@kirkland.com
andrew.townsell@kirkland.com

- and -

KIRKLAND & ELLIS LLP

KIRKLAND & ELLIS INTERNATIONAL LLP

Jaimie Fedell (*pro hac vice* pending)
300 North LaSalle Street
Chicago, Illinois 60654
Telephone: (312) 862-2000
Facsimile: (312) 862-2200
Email: jaimie.fedell@kirkland.com

*Proposed Co-Counsel to the Debtors
and Debtors in Possession*

*Proposed Co-Counsel to the Debtors
and Debtors in Possession*

Certificate of Accuracy

I certify that the foregoing statements are true and accurate to the best of my knowledge.
This statement is being made pursuant to Bankruptcy Local Rule 9013-1(i).

/s/ Jennifer F. Wertz
Jennifer F. Wertz

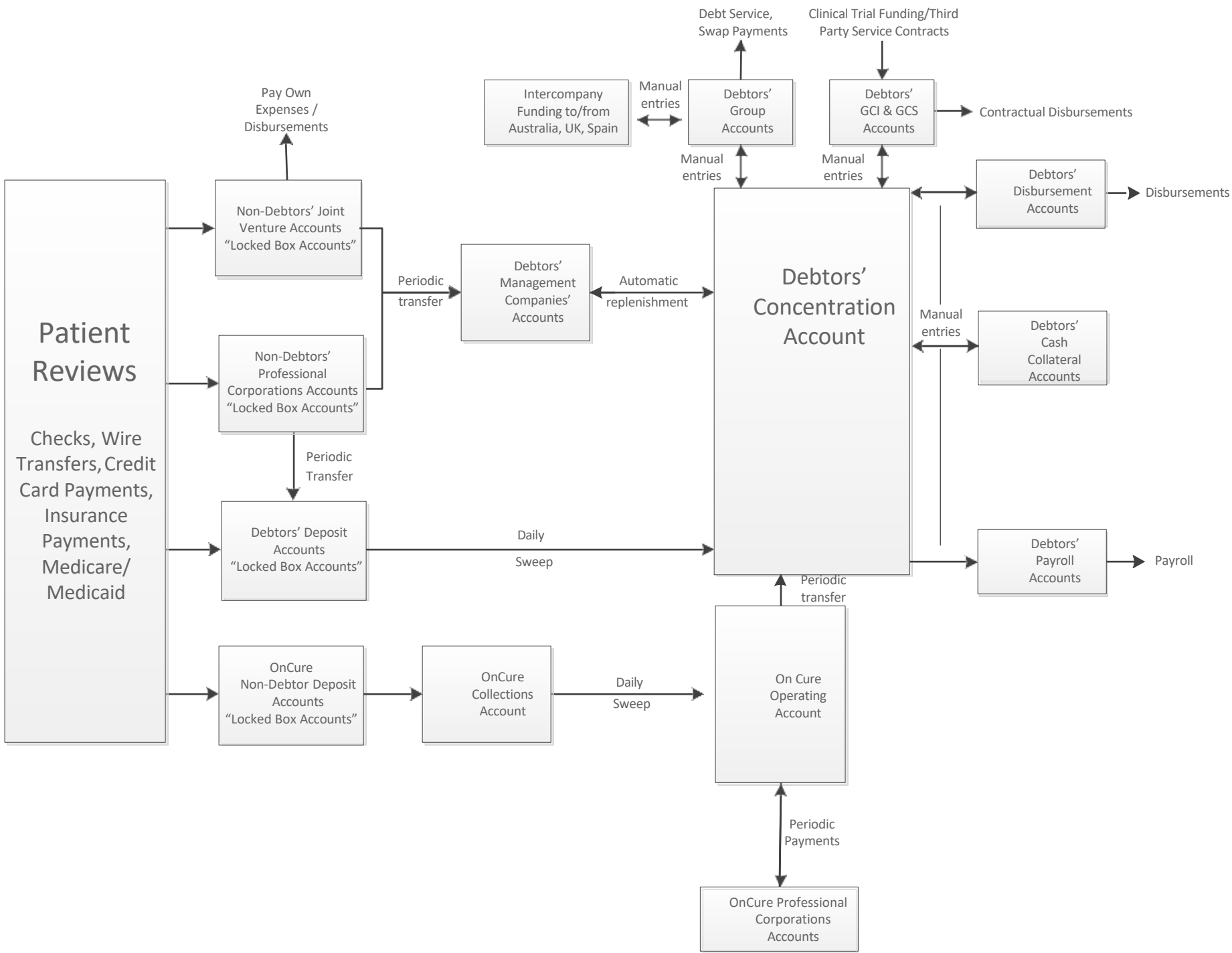
Certificate of Service

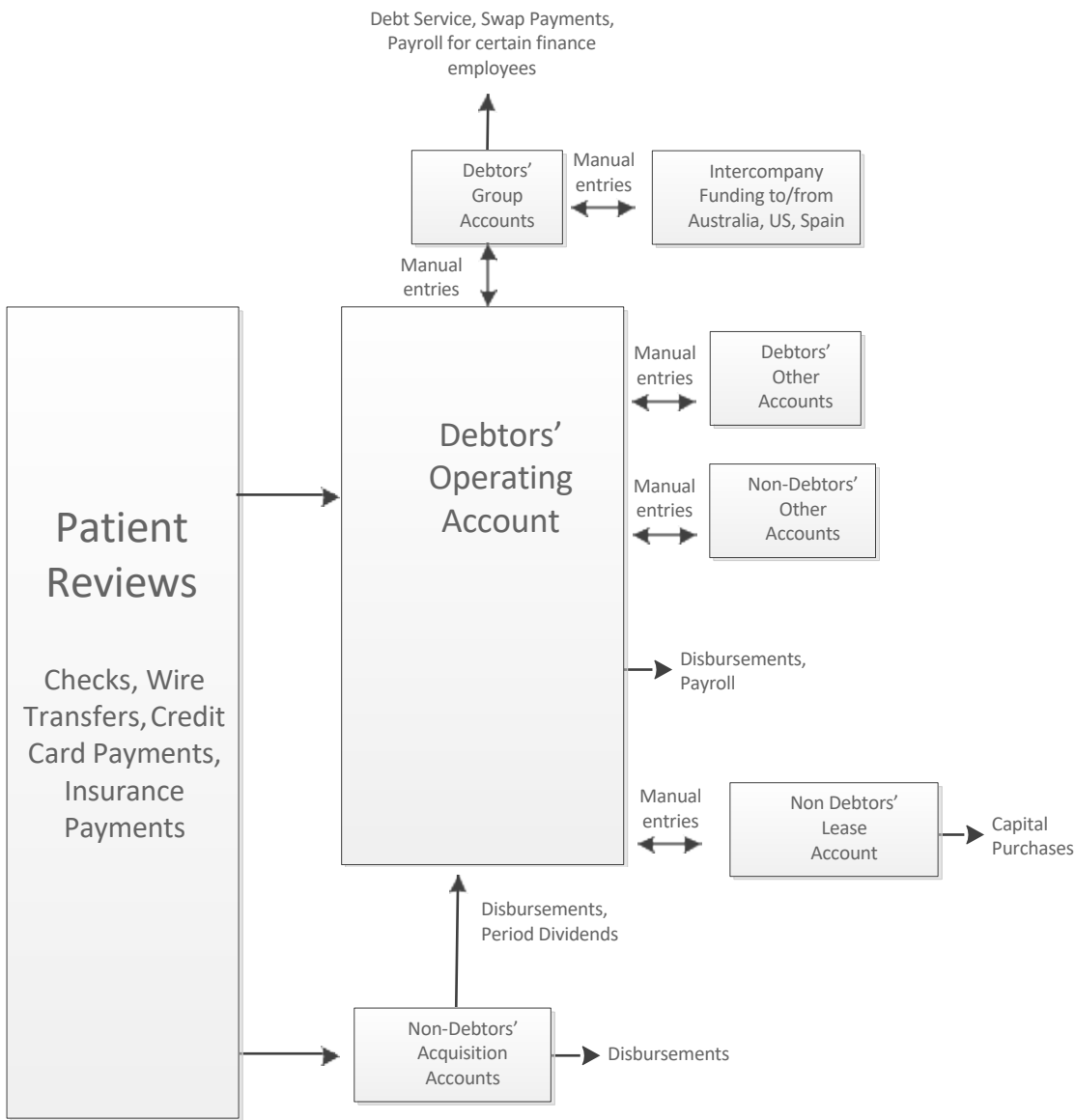
I certify that on June 1, 2023, I caused a copy of the foregoing document to be served via the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas.

/s/ Jennifer F. Wertz
Jennifer F. Wertz

Exhibit A

Cash Management System Schematic





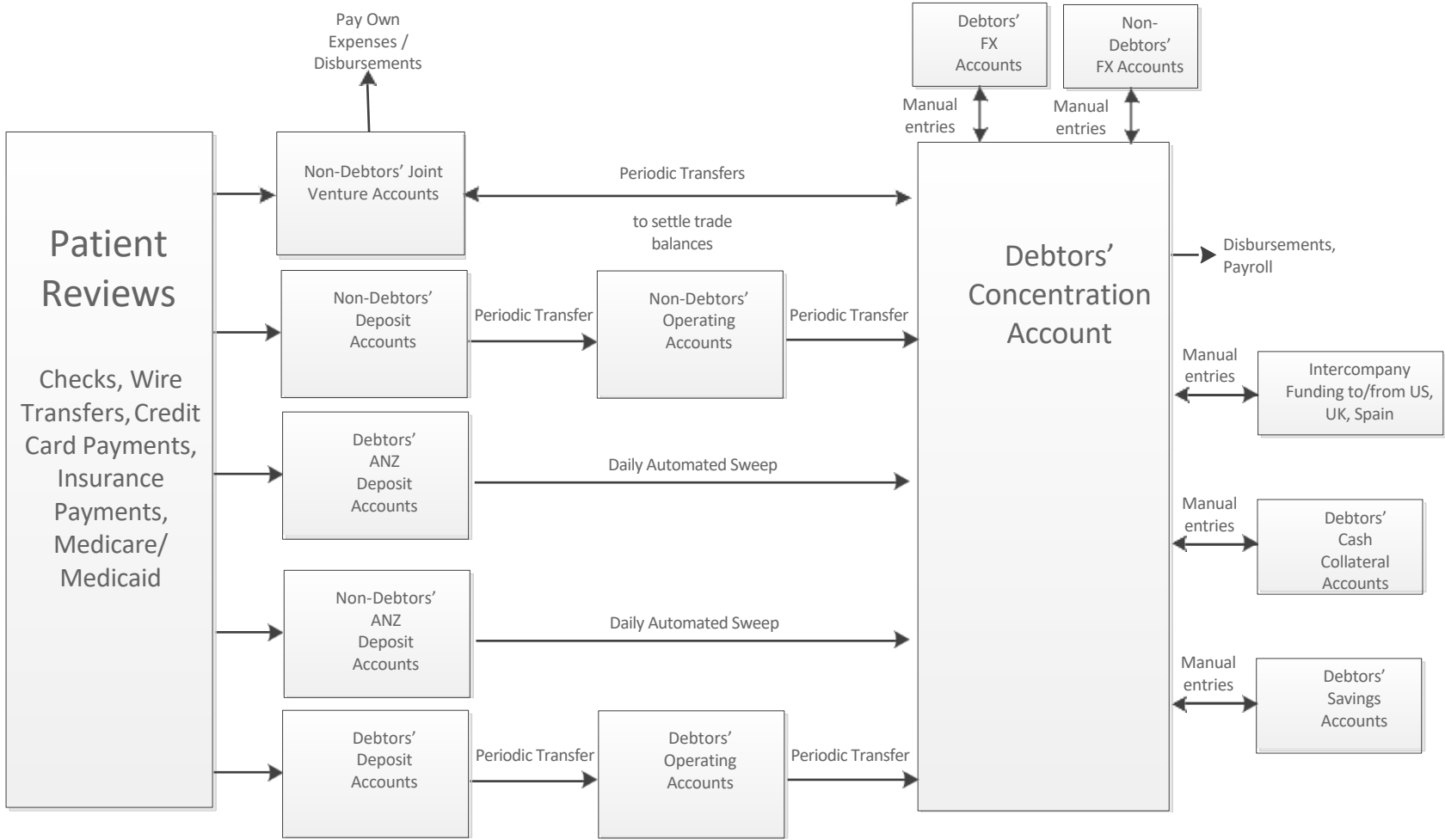


Exhibit B

Bank Accounts

Debtor	Bank	Account #	Account Type
GENESIS CANCER CARE UK LIMITED	HSBC UK BANK PLC	x4193	Savings
GENESIS CANCER CARE UK LTD	HSBC UK BANK PLC	x4491	Main Operating
GENESIS SPECIALIST CARE FIN UK LTD	HSBC UK BANK PLC	x0081	Financing, payroll
GENESIS SPECIALIST CARE HOLDING UK	HSBC UK BANK PLC	x7976	Holdings
GENESIS SPECIALIST CARE HOLDING UK	HSBC UK BANK PLC	x5187	Holdings
GENESIS SPECIALIST CARE UK LIMITED	HSBC UK BANK PLC	x3134	Financing, payroll
GENESIS SPECIALIST CAREHOLDING U	HSBC UK BANK PLC	x7968	Holdings
GENESIS SPECIALIST CR FNCE UK LTD	HSBC UK BANK PLC	x3478	Financing, payroll
GENESIS SPCLST CR FNC UK LTD	HSBC UK BANK PLC	x3377	Financing
GENESIS SPECIALIST CR FNCE UK LTD	HSBC UK BANK PLC	x5490	Savings
GENESISCARE USA HOLDINGS, INC.	HSBC UK BANK PLC	x6732	Operating
GENESISCARE USA HOLDINGS, INC.	HSBC UK BANK PLC	x4268	Operating
GENESISCARE USA HOLDINGS INC	HSBC BANK AUSTRALIA LIMITED	x-001	Operating
GENESISCARE USA GROUP HOLDINGS INC	HSBC BANK USA NA	x2647	Holdings
GENESISCARE USA HOLDINGS INC	HSBC BANK USA NA	x2604	Operating
GENESISCARE USA HOLDINGS INC	HSBC BANK USA NA	x2663	Savings
21C SOUTHWEST MANAGEMENT HOLDINGS, LLC	WELLS FARGO BANK NA	x3493	Mgmt. Co.
21ST CENTURY ONCOLOGY	WELLS FARGO BANK NA	x9600	Disbursements

Debtor	Bank	Account #	Account Type
21ST CENTURY ONCOLOGY	WELLS FARGO BANK NA	x4885	Disbursements
21ST CENTURY ONCOLOGY HOLDINGS, INC	WELLS FARGO BANK NA	x5953	Disbursements
21ST CENTURY ONCOLOGY INC	WELLS FARGO BANK NA	x0569	Disbursements
21ST CENTURY ONCOLOGY LLC	WELLS FARGO BANK NA	x1969	Payroll
21ST CENTURY ONCOLOGY LLC	WELLS FARGO BANK NA	x4850	Disbursements
21ST CENTURY ONCOLOGY LLC	WELLS FARGO BANK NA	x0623	Concentration
21ST CENTURY ONCOLOGY LLC	WELLS FARGO BANK NA	x8251	Deposit
21ST CENTURY ONCOLOGY LLC	WELLS FARGO BANK NA	x7281	Disbursements
21ST CENTURY ONCOLOGY LLC	WELLS FARGO BANK NA	x7740	Deposit
21ST CENTURY ONCOLOGY LLC	WELLS FARGO BANK NA	x5050	Payroll
21ST CENTURY ONCOLOGY LLC	WELLS FARGO BANK NA	x0935	Deposit
21ST CENTURY ONCOLOGY LLC	WELLS FARGO BANK NA	x8203	Deposit
21ST CENTURY ONCOLOGY LLC	WELLS FARGO BANK NA	x8211	Deposit
21ST CENTURY ONCOLOGY LLC	WELLS FARGO BANK NA	x9924	Deposit
21ST CENTURY ONCOLOGY OF PRINCE GEORGES	WELLS FARGO BANK NA	x6220	Mgmt Co
21ST CENTURY ONCOLOGY OF PRINCE GEORGES	WELLS FARGO BANK NA	x7560	Deposit
21ST CENTURY ONCOLOGY SERVICES INC	WELLS FARGO BANK NA	x4555	Payroll
ATLANTIC UROLOGY CLINICS LLC	WELLS FARGO BANK NA	x4908	Mgmt Co

Debtor	Bank	Account #	Account Type
ATLANTIC UROLOGY CLINICS LLC	WELLS FARGO BANK NA	x8229	Deposit
ATLANTIC UROLOGY CLINICS LLC	WELLS FARGO BANK NA	x3551	Payroll
BERLIN RADIATION THERAPY	WELLS FARGO BANK NA	x4628	Mgmt Co
BOYNTON BEACH REAL ESTATE, LLC	WELLS FARGO BANK NA	x8135	Deposit
CALIFORNIA RADIATION THERAPY	WELLS FARGO BANK NA	x4291	Mgmt Co
CANCER TREATMENT SERVICES OF ARIZONA	WELLS FARGO BANK NA	x5261	Deposit
CAROLINA REGIONAL CANCER CENTER P A	WELLS FARGO BANK NA	x5784	Mgmt Co
CAROLINA REGIONAL CANCER CENTER PA	WELLS FARGO BANK NA	x8153	Deposit
Genesiscare Clinical Research US, LLC	WELLS FARGO BANK NA	x8803	GCI
Genesiscare US Sponsor, LLC	WELLS FARGO BANK NA	x8787	GCI
FINANCIAL SERVICES SOUTHWEST FL LLC	WELLS FARGO BANK NA	x5019	Disbursements
Genesiscare Solutions US LLC	WELLS FARGO BANK NA	x8795	GCS
GENESISCARE USA OF ALABAMA, LLC	WELLS FARGO BANK NA	x4149	Mgmt Co
GENESISCARE USA OF ALABAMA, LLC	WELLS FARGO BANK NA	x8195	Deposit
GENESISCARE USA OF ALABAMA, LLC	WELLS FARGO BANK NA	x6009	Deposit
GENESISCARE USA OF ALABAMA, LLC	WELLS FARGO BANK NA	x3544	Payroll
GENESISCARE USA OF KENTUCKY, LLC	WELLS FARGO BANK NA	x4327	Mgmt Co

Debtor	Bank	Account #	Account Type
GENESISCARE USA OF KENTUCKY, LLC	WELLS FARGO BANK NA	x8245	Deposit
GENESISCARE USA OF KENTUCKY, LLC	WELLS FARGO BANK NA	x3536	Payroll
GENESISCARE USA HOLDINGS, INC.	WELLS FARGO BANK NA	x3831	Cash Collateral
MARYLAND RADIATION THERAPY	WELLS FARGO BANK NA	x2162	Mgmt Co
MICHIGAN RADIATION THERAPY	WELLS FARGO BANK NA	x4240	Mgmt Co
NEVADA RADIATION THERAPY	WELLS FARGO BANK NA	x7737	Mgmt Co
NEW ENGLAND RADIATION THERAPY	WELLS FARGO BANK NA	x4518	Mgmt Co
NORTH CAROLINA RADIATION	WELLS FARGO BANK NA	x7462	Mgmt Co
NORTHWEST CANCER CARE MANAGEMENT COMPANY	WELLS FARGO BANK NA	x5273	Deposit
NW BALTIMORE RADIATION THERAPY	WELLS FARGO BANK NA	x3628	JV
ONCURE MEDICAL CORPORATION	WELLS FARGO BANK NA	x9831	Oncure Collections
GENESISCARE USA OF FLORIDA, LLC	WELLS FARGO BANK NA	x8100	Cash Collateral
SOUTH COUNTY RADIATION THERAPY LLC	WELLS FARGO BANK NA	x4343	Deposit
U. S. CANCER CARE, INC.	WELLS FARGO BANK NA	x3229	Oncure Operating
WEST VIRGINIA RADIATION THERAPY	WELLS FARGO BANK NA	x6932	Mgmt Co

Debtor	Bank	Account #	Account Type
WEST VIRGINIA RADIATION THERAPY	WELLS FARGO BANK NA	x0943	Deposit
GENESIS CARE FINANCE PTY LTD	ANZ BANK, AUSTRALIA	x0001	FX Account
GENESIS CARE FINANCE PTY LTD	ANZ BANK, AUSTRALIA	x0001	FX Account
GENESIS CARE FINANCE PTY LTD	ANZ BANK, AUSTRALIA	x8431	JV Deposit
ADELAIDE RADIOTHERAPY CENTRE PTY LT	ANZ BANK, AUSTRALIA	x2306	ANZ Deposit
GENESIS CARE FINANCE PTY LTD	ANZ BANK, AUSTRALIA	x1176	Savings
ADELAIDE RADIOTHERAPY CENTRE PTY LT	ANZ BANK, AUSTRALIA	x8318	ANZ Deposit
GENESIS CARE FINANCE PTY LTD	ANZ BANK, AUSTRALIA	x2596	ANZ Deposit
GENESIS CANCER CARE QLD PTY LTD	ANZ BANK, AUSTRALIA	x8008	ANZ Deposit
GENESIS CARE FINANCE PTY LTD	ANZ BANK, AUSTRALIA	x8899	ANZ Deposit
RADIATION ONCOLOGY ASSOCIATES PTY L	ANZ BANK, AUSTRALIA	x6002	ANZ Deposit
GENESIS CARE FINANCE PTY LTD	ANZ BANK, AUSTRALIA	x8895	ANZ Deposit
GENESIS CARE FINANCE PTY LTD	ANZ BANK, AUSTRALIA	x6983	JV Deposit
GENESIS CARE FINANCE PTY LTD	ANZ BANK, AUSTRALIA	x2269	ANZ Deposit
GENESIS CARE FINANCE PTY LTD	ANZ BANK, AUSTRALIA	x2293	ANZ Deposit
RADIATION ONCOLOGY ASSOCIATES PTY L	ANZ BANK, AUSTRALIA	x0777	ANZ Deposit
RADIATION ONCOLOGY ASSOCIATES PTY L	ANZ BANK, AUSTRALIA	x0077	ANZ Deposit

Debtor	Bank	Account #	Account Type
GENESIS CARE FINANCE PTY LTD	ANZ BANK, AUSTRALIA	x3524	Concentration
GENESIS CARE FINANCE PTY LTD	COMMONWEALTH BANK OF AUSTRALIA	x6221	Savings
GENESIS CANCER CARE WA PTY LIMITED	COMMONWEALTH BANK OF AUSTRALIA	x6793	Deposit Account
GENESIS CARE FINANCE PTY LTD	COMMONWEALTH BANK OF AUSTRALIA	x0055	Operating Account
GENESIS CANCER CARE VICTORIA PTY LTD	COMMONWEALTH BANK OF AUSTRALIA	x7711	Deposit Account
GENESIS CARE FINANCE PTY LTD	COMMONWEALTH BANK OF AUSTRALIA	x3105	Operating Account
GENESIS CARE FINANCE PTY LTD	COMMONWEALTH BANK OF AUSTRALIA	x7287	Operating Account
GENESIS CARE FINANCE PTY LTD	HSBC BANK AUSTRALIA LIMITED	x-087	Operating Account
GENESIS CARE FINANCE PTY LTD	HSBC BANK AUSTRALIA LIMITED	x-001	Operating Account
GENESIS CARE FINANCE PTY LTD	HSBC BANK AUSTRALIA LIMITED	x-002	Cash Collateral
EMROC PTY LTD	COMMONWEALTH BANK OF AUSTRALIA	x0392	Deposit Account
GENESIS CARE LIMITED	ANZ BANK, AUSTRALIA	x0001	FX Account
GENESIS CARE LTD	ANZ BANK, AUSTRALIA	x3516	ANZ Deposit

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

In re:

GENESIS CARE PTY LIMITED, *et al.*,¹

Debtors.

Chapter 11

Case No. 23-90614 (DRJ)

(Joint Administration Requested)

Re: Docket No. _____

**INTERIM ORDER (I) AUTHORIZING THE DEBTORS TO
(A) CONTINUE TO OPERATE THEIR CASH MANAGEMENT SYSTEM
AND MAINTAIN EXISTING BANK ACCOUNTS, (B) CONTINUE TO PERFORM
INTERCOMPANY TRANSACTIONS, AND (C) MAINTAIN EXISTING BUSINESS
FORMS AND BOOKS AND RECORDS, AND (II) GRANTING RELATED RELIEF**

Upon the motion (the “Motion”)² of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for the entry of an interim order (this “Interim Order”) (a) authorizing the Debtors to (i) continue to operate their Cash Management System and maintain their existing Bank Accounts, including honoring certain prepetition obligations related thereto, (ii) continue to perform Intercompany Transactions and funding as set forth herein, and (iii) maintain existing Business Forms and Books and Records in the ordinary course of business; and (b) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that it may enter a final order consistent with Article III of the United States Constitution; and this Court

¹ A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' proposed claims and noticing agent at <https://restructuring.ra.kroll.com/GenesisCare>. The location of Debtors' principal place of business and the Debtors' service address in these chapter 11 cases is: 2270 Colonial Blvd., Fort Myers, FL 33907.

² Capitalized terms used but not defined herein have the meanings ascribed to them in the Motion.

having found that venue of this proceeding and the Motion in this district is permissible pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The final hearing (the "Final Hearing") on the Motion shall be held on _____, 2023, at __: __ .m., prevailing Central Time. Any objections or responses to entry of a final order on the Motion shall be filed on or before 4:00 p.m., prevailing Central Time, on _____, 2023. If no objections to entry of the final order on the Motion are timely received, the Court may enter such final order without need for the final hearing.

2. Subject to the limitations of this Interim Order, the Debtors are authorized, but not directed, on an interim basis, to (a) continue operating the Cash Management System, substantially as illustrated in Exhibit A to the Motion, (b) continue to use the Bank Accounts in existence as of the Petition Date, including those Bank Accounts identified on Exhibit B attached to the Motion, in the names and with the account numbers existing immediately before the Petition Date, (c) pay any Bank Fees related to the Bank Accounts, irrespective of whether such fees arose prior to the Petition Date, and perform their obligations under the documents and arrangements governing the Bank Accounts, and (d) continue to perform Intercompany Transactions and take any actions

related thereto in the ordinary course of business consistent with the Debtors' prepetition practice; *provided* that the Debtors shall provide five (5) days' written notice to the U.S. Trustee, counsel to the Ad Hoc Term Lender Group, and counsel to any statutory committee appointed in these chapter 11 cases of any material changes to the Cash Management System; *provided, further* that in the case of each of (a) through (d), such action is taken in the ordinary course of business and consistent with prepetition practices.

3. If any Bank Accounts existing as of the Petition Date are not in compliance with section 345(b) of the Bankruptcy Code, the Debtors shall have until July 15, 2023 or applicable 45-day period from the Petition Date, without prejudice to seeking additional extensions, to come into compliance with section 345(b) of the Bankruptcy Code; provided that nothing herein shall prevent the Debtors or the U.S. Trustee from seeking further relief from the Court to the extent that an agreement cannot be reached. The Debtors may obtain further extensions of the period referenced above by entering into written stipulations with the U.S. Trustee and filing such stipulations on the Court's docket without the need for further Court order.

4. Those agreements existing between the Debtors and the Cash Management Banks shall continue to govern the postpetition cash management relationship between the Debtors and the Cash Management Banks and, subject to applicable bankruptcy or other law, all of the provisions of such agreements, including the termination, fee provisions, rights, benefits, collateral, offset rights, and remedies afforded under such agreements shall remain in full force and effect absent further order of the Court or, with respect to any such agreement with any Cash Management Bank (including, for the avoidance of doubt, any rights of a Cash Management Bank to use funds from the Bank Accounts to remedy any overdraft of another Bank Account or other cash management obligations, whether prepetition or postpetition, to the extent permitted under

the applicable agreement), unless the Debtors and such Cash Management Bank agree otherwise, and any other legal rights and remedies afforded to the Cash Management Banks under applicable law shall be preserved, subject to applicable bankruptcy law.

5. The Debtors are authorized, but not directed, to continue using, in their present form, the Business Forms as well as checks and other documents related to the Bank Accounts existing immediately before the Petition Date and maintain and continue using, in their present form, the Books and Records; *provided*, that once the Debtors have exhausted their existing stock of Business Forms, the Debtors shall ensure that any new Business Forms as well as checks and other documents related to the Bank Accounts, including those that are electronically generated, are clearly labeled “Debtor in Possession” as soon as it is reasonably practicable to do so.

6. Subject to the limitations of this Interim Order, the Cash Management Banks shall continue to (or recommence, as applicable) maintain, service, and administer the Bank Accounts as accounts of the Debtors as debtors in possession without interruption and in the ordinary course of business and to receive, process, honor, and pay, to the extent of available funds, any and all checks, drafts, wires, ACH transfers, and other electronic transfers of any kind issued and drawn on the Bank Accounts after the Petition Date by the holders or makers thereof, as the case may be (including the completion of any such transaction commenced on or before the Petition Date but not completed until on or after the Petition Date).

7. The Debtors are authorized, in the ordinary course of business, to open any new bank accounts or close any existing Bank Accounts and enter into any ancillary agreements, including new deposit account control agreements, related to the foregoing, as they may deem necessary and appropriate, subject to the terms and provisions of the Debtors’ agreement with the Cash Management Banks, as applicable; *provided, however*, that all accounts opened by the

Debtors on or after the Petition Date shall be at (a) the Cash Management Banks or FDIC insured banks that are included on the U.S. Trustee's list of authorized depositories and (b) agree to be bound by the terms of this Interim Order; *provided, further, however*, that such opening shall be timely indicated on the Debtors' monthly operating reports and the Debtors shall notify in writing (email being sufficient) the U.S. Trustee, counsel to the Ad Hoc Term Lender Group, and counsel to any statutory committee appointed in these chapter 11 cases at least seven days prior to the opening of any new account or the closing of any Bank Account.

8. The relief granted in this Interim Order is extended to any new bank account opened by the Debtors after the date hereof in accordance with the terms of this Interim Order, which account shall be deemed a Bank Account, and to the bank at which such account is opened, which bank shall be deemed a Cash Management Bank.

9. In the course of providing cash management services to the Debtors, the Cash Management Banks are authorized, without further order of the Court, to deduct the applicable fees and expenses associated with the nature of the deposit and cash management services rendered to the Debtors, whether arising prepetition or postpetition, from the appropriate accounts of the Debtors, and further, to charge back to, and take and apply reserves from, the appropriate accounts of the Debtors any amounts resulting from returned checks or other returned items, including returned items that result from ACH transactions, wire transfers, merchant services transactions, or other electronic transfers of any kind, regardless of whether such items were deposited or transferred prepetition or postpetition and regardless of whether the returned items relate to prepetition or postpetition items or transfers.

10. Notwithstanding any other provision of this Interim Order, the Cash Management Banks shall not be deemed to be nor shall be liable to the Debtors or their estates or otherwise be

in violation of this Interim Order if a Cash Management Bank honors a prepetition check or other item drawn on any account that is the subject of this Interim Order (a) at the direction of the Debtors, (b) in a good-faith belief that the Court has authorized such prepetition check or item to be honored, or (c) as a result of an innocent mistake made despite implementation of customary item handling procedures. Without limiting the foregoing, any of the Cash Management Banks may rely on the representations of the Debtors with respect to whether any check or other payment order drawn or issued by the Debtors prior to the Petition Date should be honored pursuant to this or any other order of the Court, and such Cash Management Bank shall not have any liability to any party for relying on such representations by the Debtors as provided for herein.

11. Each Cash Management Bank is authorized to debit the Debtors' accounts in the ordinary course of business without the need for further order of the Court for (a) all checks drawn on the Debtors' accounts which are cashed at such Cash Management Bank's counters or exchanged for cashier's checks by the payees thereof prior to the Petition Date, (b) all checks or other items deposited in one of the Debtors' accounts with such Cash Management Bank prior to the Petition Date which have been dishonored or returned unpaid for any reason, together with any fees and costs in connection therewith, to the same extent the Debtors were responsible for such items prior to the Petition Date, (c) all undisputed prepetition amounts outstanding as of the date hereof, if any, owed to any Cash Management Bank as service charges for the maintenance of the Cash Management System, and (d) all reversals, returns, refunds, and chargebacks of checks, deposited items, and other debits credited to the Debtors' account after the Petition Date, regardless of the reason such item is returned or reversed.

12. Subject to the limitations of this Interim Order, the Debtors are authorized to enter into, engage in, and satisfy any payments in connection with the Intercompany Transactions, and

to take any actions related thereto, in each case, in the ordinary course and consistent with the Debtors' prepetition practices. The Debtors are authorized to pay, set off, or otherwise satisfy Intercompany Balances, whether arising prepetition or postpetition, through the Cash Management System in the ordinary course of business consistent with the Debtors' prepetition practices. The Debtors are authorized to continue Intercompany Transactions arising from or related to the operation of their business in the ordinary course. All payments from a Debtor to another Debtor under or in connection with any Intercompany Transactions authorized hereunder are hereby accorded administrative expense status under section 503(b) of the Bankruptcy Code; *provided* that any such administrative expense status claim shall be junior and subordinated to the carve out and approved superpriority administrative expense claims provided for under in any order entered by the Court approving the Debtors' entry into postpetition financing arrangements or use of cash collateral. In connection with the Intercompany Transactions, the Debtors shall continue to maintain accurate, current, and detailed records with respect to all transfers of cash so that all Intercompany Transactions may be readily ascertained, traced, properly recorded on intercompany accounts, and distinguished between prepetition and postpetition transactions; *provided, however*, that such records shall be made available upon request by the U.S. Trustee, counsel to the Ad Hoc Term Lender Group and any statutory committee appointed in the Debtors' chapter 11 cases. The Debtors shall provide the Ad Hoc Term Lender Group with as much advanced written notice as is reasonably practicable, but in no event less than three (3) business days, prior to any proposed cash transfer to a non-Debtor affiliate in excess of \$200,000; *provided* that to the extent such transfer is inconsistent with past practices or not made in the ordinary course of business it shall be subject to the prior written consent of the Ad Hoc Term Lender Group. Any claim arising from an Intercompany Transaction between Debtors, or a Debtor and non-Debtor, shall be junior and

subordinated to the DIP Obligations (as defined in the DIP Order (as defined below)). To the extent that the transfers within the Cash Management system are disbursements, they will be noted and reflected on the monthly operating reports. Notwithstanding the Debtors' use of a consolidated cash management system, the Debtors shall calculate quarterly fees under 28 U.S.C. § 1930(a)(6) based on the disbursements of each Debtor, regardless of which entity makes the disbursements or pays those disbursements.

13. For the avoidance of doubt, the relief granted in this Interim Order with respect to the postpetition Intercompany Transactions and the Intercompany Balances resulting therefrom shall not constitute a finding as to the validity, priority, or status of any prepetition Intercompany Balance or any Intercompany Transaction from which such Intercompany Balance may have arisen, and the Debtors expressly reserve any and all rights with regard to the validity, priority, or status of any prepetition Intercompany Balance or any Intercompany Transaction from which such Intercompany Balance may have arisen. The Debtors also expressly reserve any and all rights to contest the validity, priority, or status of any prepetition Intercompany Balance or any Intercompany Transaction from which such Intercompany Balance may have arisen.

14. The Debtors are authorized, but not directed, pursuant to section 364(b) of the Bankruptcy Code, to continue utilizing any existing Corporate Credit Cards, including, but not limited to, any credit cards issued by HSBC, ANZ Bank, American Express Corporate Services, and Wells Fargo, in the ordinary course of business and consistent with prepetition practices, including by paying any obligations outstanding with respect thereto, whether or not such obligations were outstanding on or before the Petition Date. Those agreements existing between the Debtors and the card issuers governing any existing Corporate Credit Card, including any deposit agreement with HSBC, ANZ Bank, American Express Corporate Services, and Wells

Fargo shall continue to govern the postpetition relationship with respect to the Corporate Credit Cards between the Debtors and the card issuers and all of the provisions of such agreements, including, but not limited to, the termination, fee provisions, rights, benefits, collateral, offset and termination rights, and remedies afforded under such agreements shall remain in full force and effect absent further order of this Court, or with respect to any such agreement, with the issuer of the Corporate Credit Cards.

15. The Debtors are authorized to continue to use the commercial card program under the Amended and Restated WellsOne Commercial Card Agreement, dated on or around July 30, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “Card Agreement”), between the Debtors and Wells Fargo subject to the terms and conditions thereof. Wells Fargo is authorized to make advances from time to time to the Debtors with a maximum exposure at any time up to \$900,000.00. All prepetition charges and fees are authorized and required to be paid. The indebtedness owed by the Debtors to Wells Fargo in respect of the Card Agreement was secured by deposit account number ending in 8100, pursuant to the terms of a secured agreement granted by the Debtors for the benefit of Wells Fargo. Wells Fargo has and shall continue to have a valid and perfected, non-avoidable first-priority lien in such collateral and any proceeds thereof, *provided* that any such lien shall be junior and subordinated to the carve out and any liens granted pursuant to the DIP Orders.

16. Each of the Debtors’ Cash Management Banks are authorized to debit the Debtors’ Bank Accounts in the ordinary course of business without the need for further order of this Court for: (i) all checks drawn on the Debtors’ Bank Accounts which are cashed at such Cash Management Bank’s counters or exchanged for cashier’s checks by the payees thereof prior to the Petition Date; (ii) all checks or other items deposited in one of the Debtors’ Bank Accounts with

such Cash Management Bank prior to the Petition Date which have been dishonored or returned unpaid for any reason, together with any fees and costs in connection therewith, to the same extent the Debtors were responsible for such items prior to the Petition Date; and (iii) all undisputed prepetition amounts outstanding as of the date hereof, if any, owed to any Cash management Bank as service charges for the maintenance of the Cash Management System.

17. Any of the Debtors' Cash Management Banks may rely on the representations of the Debtors with respect to whether any check or other payment order drawn or issued by the Debtors prior to the Petition Date should be honored pursuant to this or any other order of this Court, and such Cash Management Bank shall not have any liability to any party for relying on such representations by the Debtors as provided for herein.

18. Those certain existing deposit agreements between the Debtors and their existing Cash Management Banks shall continue to govern the post-petition cash management relationship between the Debtors and the Cash Management Banks, and all of the provisions of such agreements, including, without limitation, the termination and fee provisions, shall remain in full force and effect. Either the Debtors or the Cash Management Banks may, without further Order of this Court, implement changes to the cash management systems and procedures in the ordinary course of business pursuant to terms of those certain existing deposit agreements, including, without limitation, the opening and closing of bank accounts.

19. Immediately upon entry of this Interim Order, each of the Cash Management Banks at which Bank Accounts subject to automatic transfers or "sweeps" as part of the Cash Management System are maintained are authorized, solely pursuant to the written direction of the Debtors (email sufficient), without further order of this Court, to execute transfers or sweeps without regard to whether the funds swept and/or transferred include funds deposited prior to the

Petition Date, as directed by the Debtors; *provided* that such transfers or sweeps are consistent with past practices and conducted in the ordinary course of business.

20. The Debtors will not be required to establish separate bank accounts for cash collateral and/or tax payments.

21. Notwithstanding the relief granted herein and any actions taken pursuant to such relief, nothing in this Interim Order shall be deemed (a) an admission as to the amount of, basis for, or validity of any claim against a Debtor entity under the Bankruptcy Code or other applicable nonbankruptcy law, (b) a waiver of the Debtors' or any other party in interest's right to dispute any claim on any grounds, (c) a promise or requirement to pay any claim, (d) an implication or admission that any particular claim is of a type specified or defined in the Motion or any order granting the relief requested in the Motion or a finding that any particular claim is an administrative expense claim or other priority claim, (e) an authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code, (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates, (g) a waiver or limitation of the Debtors' or any other party in interest's rights under the Bankruptcy Code or any other applicable law, or (h) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) that may be satisfied pursuant to the relief granted herein are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens.

22. The Debtors are authorized, but not directed, to issue postpetition checks or to effect postpetition fund transfer requests in replacement of any checks or fund transfer requests that are

dishonored as a consequence of these chapter 11 cases with respect to prepetition amounts owed in connection with the relief granted herein.

23. The Debtors shall maintain a matrix/schedule of all material payments in excess of \$200,000 made pursuant to this Interim Order, including the following information: (a) the name of the payee; (b) the nature of the payment; (c) the amount of the payment; (d) the category or type of payment; (e) the Debtor or Debtors that made the payment; (f) the payment date; and (g) the purpose of such payment. The Debtors shall provide a copy of such matrix/schedule to the advisors to the Ad Hoc Term Lender Group, the U.S. Trustee and counsel for any statutory committee appointed in the chapter 11 cases by the last day of each month beginning June 30, 2023.

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

25. Notwithstanding anything to the contrary herein, any payment to be made by the Debtors pursuant to the authority granted herein shall be subject to and in compliance with any orders entered by the Court (1) approving the Debtors' entry into any postpetition debtor in possession financing facility, including any budget and the terms of any definitive documentation in connection therewith (the "DIP Documents"), and/or (2) authorizing the Debtors' use of cash collateral and/or any budget in connection therewith (in either case, the "DIP Order"). To the extent there is any inconsistency between the terms of the DIP Order or any DIP Documents, on the one hand, and this Order, on the other hand, the terms of the DIP Order or such DIP Document, as applicable shall control.

26. Notwithstanding anything to the contrary herein, the Debtors shall not transfer or lend proceeds of the DIP Term Loans (as defined in the DIP Order) to any non-Debtor entity in

excess of \$50,000 in the aggregate for each such non-Debtor absent the prior written consent of the Ad Hoc Term Lender Group.

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

28. Notice of the Motion as provided therein shall be deemed good and sufficient and satisfies the requirements of Bankruptcy Rule 6004(a) and the Local Rules.

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

30. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Interim Order in accordance with the Motion.

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

Houston, Texas

Dated: _____, 2023

DAVID R. JONES
UNITED STATES BANKRUPTCY JUDGE

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

In re:

GENESIS CARE PTY LIMITED, *et al.*,¹

Debtors.

Chapter 11

Case No. 23-90614 (DRJ)

(Joint Administration Requested)

Re: Docket No. _____

**FINAL ORDER (I) AUTHORIZING THE DEBTORS TO
(A) CONTINUE TO OPERATE THEIR CASH MANAGEMENT SYSTEM
AND MAINTAIN EXISTING BANK ACCOUNTS, (B) CONTINUE TO PERFORM
INTERCOMPANY TRANSACTIONS, AND (C) MAINTAIN EXISTING BUSINESS
FORMS AND BOOKS AND RECORDS, AND (II) GRANTING RELATED RELIEF**

Upon the motion (the “Motion”)² of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for the entry of a final order (this “Final Order”) (a) authorizing the Debtors to (i) continue to operate their Cash Management System and maintain their existing Bank Accounts, including honoring certain prepetition obligations related thereto, (ii) continue to perform Intercompany Transactions and funding as set forth herein, and (iii) maintain existing Business Forms and Books and Records in the ordinary course of business, and (b) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that it may enter a final order consistent with Article III of the United States Constitution; and this Court

¹ A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' proposed claims and noticing agent at <https://restructuring.ra.kroll.com/GenesisCare>. The location of Debtors' principal place of business and the Debtors' service address in these chapter 11 cases is: 2270 Colonial Blvd., Fort Myers, FL 33907.

² Capitalized terms used but not defined herein have the meanings ascribed to them in the Motion.

having found that venue of this proceeding and the Motion in this district is permissible pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. Subject to the limitations of this Final Order, the Debtors are authorized, but not directed, on a final basis, to (a) continue operating the Cash Management System, substantially as illustrated in Exhibit A to the Motion, (b) continue to use the Bank Accounts in existence as of the Petition Date, including those Bank Accounts identified on Exhibit B to the Motion, in the names and with the account numbers existing immediately before the Petition Date, (c) pay any Bank Fees related to the Bank Accounts, irrespective of whether such fees arose prior to the Petition Date, and perform their obligations under the documents and arrangements governing the Bank Accounts; and (d) continue to perform Intercompany Transactions and take any actions related thereto in the ordinary course of business consistent with the Debtors' prepetition practice; *provided* that the Debtors shall provide five (5) days' written notice to the U.S. Trustee, counsel to the Ad Hoc Term Lender Group, and counsel to any statutory committee appointed in these chapter 11 cases of any material changes to the Cash Management System; *provided, further* that

in the case of each of (a) through (d), such action is taken in the ordinary course of business and consistent with prepetition practices.

2. Those agreements existing between the Debtors and the Cash Management Banks shall continue to govern the postpetition cash management relationship between the Debtors and the Cash Management Banks and, subject to applicable bankruptcy or other law, all of the provisions of such agreements, including the termination, fee provisions, rights, benefits, collateral, offset rights, and remedies afforded under such agreements shall remain in full force and effect absent further order of the Court or, with respect to any such agreement with any Cash Management Bank (including, for the avoidance of doubt, any rights of a Cash Management Bank to use funds from the Bank Accounts to remedy any overdraft of another Bank Account or other cash management obligations, whether prepetition or postpetition, to the extent permitted under the applicable agreement), unless the Debtors and such Cash Management Bank agree otherwise, and any other legal rights and remedies afforded to the Cash Management Banks under applicable law shall be preserved, subject to applicable bankruptcy law.

3. If any Bank Accounts existing as of the Petition Date are not in compliance with section 345(b) of the Bankruptcy Code, the Debtors shall have until July 15, 2023 or applicable 45-day period from the Petition Date, without prejudice to seeking additional extensions, to come into compliance with section 345(b) of the Bankruptcy Code; provided that nothing herein shall prevent the Debtors or the U.S. Trustee from seeking further relief from the Court to the extent that an agreement cannot be reached. The Debtors may obtain further extensions of the period referenced above by entering into written stipulations with the U.S. Trustee and filing such stipulations on the Court's docket without the need for further Court order.

4. The Debtors are authorized, but not directed, to continue using, in their present form, the Business Forms as well as checks and other documents related to the Bank Accounts existing immediately before the Petition Date and maintain and continue using, in their present form, the Books and Records; *provided*, that once the Debtors have exhausted their existing stock of Business Forms, the Debtors shall ensure that any new Business Forms as well as checks and other documents related to the Bank Accounts, including those that are electronically generated, are clearly labeled “Debtor in Possession” as soon as it is reasonably practicable to do so.

5. Subject to the limitations of this Final Order, the Cash Management Banks shall continue to (or recommence, as applicable) maintain, service, and administer the Bank Accounts as accounts of the Debtors as debtors in possession without interruption and in the ordinary course of business and to receive, process, honor, and pay, to the extent of available funds, any and all checks, drafts, wires, ACH transfers, and other electronic transfers of any kind issued and drawn on the Bank Accounts after the Petition Date by the holders or makers thereof, as the case may be (including the completion of any such transaction commenced on or before the Petition Date but not completed until on or after the Petition Date).

6. The Debtors are authorized, in the ordinary course of business, to open any new bank accounts or close any existing Bank Accounts and enter into any ancillary agreements, including new deposit account control agreements, related to the foregoing, as they may deem necessary and appropriate, subject to the terms and provisions of the Debtors’ agreement with the Cash Management Banks, as applicable; *provided, however*, that all accounts opened by the Debtors on or after the Petition Date shall be at (a) the Cash Management Banks or FDIC insured banks that are included on the U.S. Trustee’s list of authorized depositories and (b) agree to be bound by the terms of this Interim Order; *provided, further, however*, that such opening shall be

timely indicated on the Debtors' monthly operating reports and the Debtors shall notify in writing (email sufficient) the U.S. Trustee, counsel to the Ad Hoc Term Lender Group, and counsel to any statutory committee appointed in these chapter 11 cases at least seven days prior to the opening of any new account or the closing of any Bank Accounts.

7. The relief granted in this Final Order is extended to any new bank account opened by the Debtors after the date hereof in accordance with the terms of this Final Order, which account shall be deemed a Bank Account, and to the bank at which such account is opened, which bank shall be deemed a Cash Management Bank.

8. In the course of providing cash management services to the Debtors, the Cash Management Banks are authorized, without further order of the Court, to deduct the applicable fees and expenses associated with the nature of the deposit and cash management services rendered to the Debtors, whether arising prepetition or postpetition, from the appropriate accounts of the Debtors, and further, to charge back to, and take and apply reserves from, the appropriate accounts of the Debtors any amounts resulting from returned checks or other returned items, including returned items that result from ACH transactions, wire transfers, merchant services transactions, or other electronic transfers of any kind, regardless of whether such items were deposited or transferred prepetition or postpetition and regardless of whether the returned items relate to prepetition or postpetition items or transfers.

9. Notwithstanding any other provision of this Final Order, the Cash Management Banks shall not be deemed to be nor shall be liable to the Debtors or their estates or otherwise be in violation of this Final Order if a Cash Management Bank honors a prepetition check or other item drawn on any account that is the subject of this Final Order (a) at the direction of the Debtors, (b) in a good-faith belief that the Court has authorized such prepetition check or item to be honored,

or (c) as a result of an innocent mistake made despite implementation of customary item handling procedures. Without limiting the foregoing, any of the Cash Management Banks may rely on the representations of the Debtors with respect to whether any check or other payment order drawn or issued by the Debtors prior to the Petition Date should be honored pursuant to this or any other order of the Court, and such Cash Management Bank shall not have any liability to any party for relying on such representations by the Debtors as provided for herein.

10. Each Cash Management Bank is authorized to debit the Debtors' accounts in the ordinary course of business without the need for further order of the Court for (a) all checks drawn on the Debtors' accounts which are cashed at such Cash Management Bank's counters or exchanged for cashier's checks by the payees thereof prior to the Petition Date, (b) all checks or other items deposited in one of the Debtors' accounts with such Cash Management Bank prior to the Petition Date which have been dishonored or returned unpaid for any reason, together with any fees and costs in connection therewith, to the same extent the Debtors were responsible for such items prior to the Petition Date, (c) all undisputed prepetition amounts outstanding as of the date hereof, if any, owed to any Cash Management Bank as service charges for the maintenance of the Cash Management System, and (d) all reversals, returns, refunds, and chargebacks of checks, deposited items, and other debits credited to Debtors' account after the Petition Date, regardless of the reason such item is returned or reversed.

11. Subject to the limitations of this Final Order, the Debtors are authorized to enter into, engage in, and satisfy any payments in connection with the Intercompany Transactions, and to take any actions related thereto, in each case, in the ordinary course and consistent with the Debtors' prepetition practices. The Debtors are authorized to pay, set off, or otherwise satisfy Intercompany Balances, whether arising prepetition or postpetition through the Cash Management

System in the ordinary course of business consistent with the Debtors' prepetition practices. The Debtors are authorized to continue Intercompany Transactions arising from or related to the operation of their business in the ordinary course. All payments from a Debtor to another Debtor under or in connection with any Intercompany Transactions authorized hereunder are hereby accorded administrative expense status under section 503(b) of the Bankruptcy Code; *provided* that any such administrative expense status claim shall be junior and subordinated to the carve out and approved superpriority administrative expense claims provided for under in any order entered by the Court approving the Debtors' entry into postpetition financing arrangements or use of cash collateral. In connection with the Intercompany Transactions, the Debtors shall continue to maintain accurate, current, and detailed records with respect to all transfers of cash so that all Intercompany Transactions may be readily ascertained, traced, properly recorded on intercompany accounts distinguished between prepetition and postpetition transactions; *provided, however*, that such records shall be made available upon request by the U.S. Trustee, counsel to the Ad Hoc Term Lender Group and any statutory committee appointed in the Debtors' chapter 11 cases. The Debtors shall provide the Ad Hoc Term Lender Group with as much advanced written notice as is reasonably practicable, but in no event less than three (3) business days, prior to any proposed cash transfer to a non-Debtor affiliate in excess of \$200,000; provided that to the extent such transfer is inconsistent with past practices or not made in the ordinary course of business it shall be subject to the prior written consent of the Ad Hoc Term Lender Group. Any claim arising from an Intercompany Transaction between Debtors, or a Debtor to a non-Debtor shall be junior and subordinated to the DIP Obligations (as defined in the DIP Order (as defined below)). To the extent that the transfers within the Cash Management system are disbursements, they will be noted and reflected on the monthly operating reports. Notwithstanding the Debtors' use of a consolidated

cash management system, the Debtors shall calculate quarterly fees under 28 U.S.C. § 1930(a)(6) based on the disbursements of each Debtor, regardless of which entity makes the disbursements or pays those disbursements.

12. For the avoidance of doubt, the relief granted in this Final Order with respect to the postpetition Intercompany Transactions and the Intercompany Balances resulting therefrom shall not constitute a finding as to the validity, priority, or status of any prepetition Intercompany Balance or any Intercompany Transaction from which such Intercompany Balance may have arisen, and the Debtors expressly reserve any and all rights with regard to the validity, priority, or status of any prepetition Intercompany Balance or any Intercompany Transaction from which such Intercompany Balance may have arisen. The Debtors also expressly reserve any and all rights to contest the validity, priority, or status of any prepetition Intercompany Balance or any Intercompany Transaction from which such Intercompany Balance may have arisen.

13. The Debtors are authorized, but not directed, pursuant to section 364(b) of the Bankruptcy Code, to continue utilizing any existing Corporate Credit Cards, including, but not limited to, any credit cards issued by HSBC, ANZ Bank, American Express Corporate Services, and Wells Fargo, in the ordinary course of business and consistent with prepetition practices, including by paying any obligations outstanding with respect thereto, whether or not such obligations were outstanding on or before the Petition Date. Those agreements existing between the Debtors and the card issuers governing any existing Corporate Credit Card, including any deposit agreement with HSBC, ANZ Bank, American Express Corporate Services, and Wells Fargo shall continue to govern the postpetition relationship with respect to the Corporate Credit Cards between the Debtors and the card issuers and all of the provisions of such agreements, including, but not limited to, the termination, fee provisions, rights, benefits, collateral, offset and

termination rights, and remedies afforded under such agreements shall remain in full force and effect absent further order of this Court, or with respect to any such agreement, with the issuer of the Corporate Credit Cards.

14. The Debtors are authorized to continue to use the commercial card program under the Amended and Restated WellsOne Commercial Card Agreement, dated on or around July 30, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “Card Agreement”), between the Debtors and Wells Fargo subject to the terms and conditions thereof. Wells Fargo is authorized to make advances from time to time to the Debtors with a maximum exposure at any time up to \$900,000.00. All prepetition charges and fees are authorized and required to be paid. The indebtedness owed by the Debtors to Wells Fargo in respect of the Card Agreement was secured by deposit account number ending in 8100, pursuant to the terms of a secured agreement granted by the Debtors for the benefit of Wells Fargo. Wells Fargo has and shall continue to have a valid and perfected, non-avoidable first-priority lien in such collateral and any proceeds thereof; *provided* that any such lien shall be junior and subordinated to the carve out and any liens granted pursuant to the DIP Orders.

15. Each of the Debtors’ Cash Management Banks are authorized to debit the Debtors’ Bank Accounts in the ordinary course of business without the need for further order of this Court for: (i) all checks drawn on the Debtors’ Bank Accounts which are cashed at such Cash Management Bank’s counters or exchanged for cashier’s checks by the payees thereof prior to the Petition Date; (ii) all checks or other items deposited in one of the Debtors’ Bank Accounts with such Cash Management Bank prior to the Petition Date which have been dishonored or returned unpaid for any reason, together with any fees and costs in connection therewith, to the same extent the Debtors were responsible for such items prior to the Petition Date; and (iii) all undisputed

prepetition amounts outstanding as of the date hereof, if any, owed to any Cash management Bank as service charges for the maintenance of the Cash Management System.

16. Any of the Debtors' Cash Management Banks may rely on the representations of the Debtors with respect to whether any check or other payment order drawn or issued by the Debtors prior to the Petition Date should be honored pursuant to this or any other order of this Court, and such Cash Management Bank shall not have any liability to any party for relying on such representations by the Debtors as provided for herein.

17. Those certain existing deposit agreements between the Debtors and their existing Cash Management Banks shall continue to govern the post-petition cash management relationship between the Debtors and the Cash Management Banks, and all of the provisions of such agreements, including, without limitation, the termination and fee provisions, shall remain in full force and effect. Either the Debtors or the Cash Management Banks may, without further Order of this Court, implement changes to the cash management systems and procedures in the ordinary course of business pursuant to terms of those certain existing deposit agreements, including, without limitation, the opening and closing of bank accounts.

18. Immediately upon entry of this Final Order, each of the Cash Management Banks at which Bank Accounts subject to automatic transfers or "sweeps" as part of the Cash Management System are maintained are authorized, solely pursuant to the written direction of the Debtors (email being sufficient), without further order of this Court, to execute transfers or sweeps without regard to whether the funds swept and/or transferred include funds deposited prior to the Petition Date, as directed by the Debtors; *provided* that such transfers or sweeps are consistent with past practices and conducted in the ordinary course of business.

19. The Debtors will not be required to establish separate bank accounts for cash collateral and/or tax payments.

20. Notwithstanding the relief granted herein and any actions taken pursuant to such relief, nothing in this Final Order shall be deemed (a) an admission as to the amount of, basis for, or validity of any claim against a Debtor entity under the Bankruptcy Code or other applicable nonbankruptcy law, (b) a waiver of the Debtors' or any other party in interest's right to dispute any claim on any grounds, (c) a promise or requirement to pay any claim, (d) an implication or admission that any particular claim is of a type specified or defined in the Motion or any order granting the relief requested in the Motion or a finding that any particular claim is an administrative expense claim or other priority claim, (e) an authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code, (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates, (g) a waiver or limitation of the Debtors' or any other party in interest's rights under the Bankruptcy Code or any other applicable law, or (h) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) that may be satisfied pursuant to the relief granted herein are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens.

21. The Debtors are authorized, but not directed, to issue postpetition checks or to effect postpetition fund transfer requests in replacement of any checks or fund transfer requests that are dishonored as a consequence of these chapter 11 cases with respect to prepetition amounts owed in connection with the relief granted herein.

22. The Debtors shall maintain a matrix/schedule of all material payments made in excess of \$200,000 pursuant to this Final Order, including the following information: (a) the name of the payee; (b) the nature of the payment; (c) the amount of the payment; (d) the category or type of payment; (e) the Debtor or Debtors that made the payment; (f) the payment date; and (g) the purpose of such payment. The Debtors shall provide a copy of such matrix/schedule to the advisors to the Ad Hoc Term Lender Group, the U.S. Trustee and counsel for any statutory committee appointed in the chapter 11 cases by the last day of each month beginning July 31, 2023.

23. Notwithstanding anything to the contrary herein, any payment to be made by the Debtors pursuant to the authority granted herein shall be subject to and in compliance with any orders entered by the Court (1) approving the Debtors' entry into any postpetition debtor in possession financing facility, including any budget and the terms of any definitive documentation in connection therewith (the "DIP Documents"), and/or (2) authorizing the Debtors' use of cash collateral and/or any budget in connection therewith (in either case, the "DIP Order"). To the extent there is any inconsistency between the terms of the DIP Order or any DIP Documents, on the one hand, and this Order, on the other hand, the terms of the DIP Order or such DIP Document, as applicable shall control.

24. Notwithstanding anything to the contrary herein, the Debtors shall not transfer or lend proceeds of the DIP Term Loans (as defined in the DIP Order) to any non-Debtor entity in excess of \$50,000 in the aggregate for each such non-Debtor absent the prior written consent of the Ad Hoc Term Lender Group.

25. Notice of the Motion as provided therein shall be deemed good and sufficient and satisfies the requirements of Bankruptcy Rule 6004(a) and the Local Rules.

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

27. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Final Order in accordance with the Motion.

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

Houston, Texas

Dated: _____, 2023

DAVID R. JONES
UNITED STATES BANKRUPTCY JUDGE