ORDERED.

Dated: June 03, 2026

Luis E. Rivera II
United States Bankruptcy Judge

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

In Re:

CHS FL, LLC, *et al.*,[1]

Debtor.
_______________________________/

Case No. 2:26-bk-01087-FMR
Chapter 11 Cases
Jointly Administered

CORRECTIVE[2] STIPULATION AND ORDER AUTHORIZING INTERIM USE OF CASH COLLATERAL AND GRANT OF ADEQUATE PROTECTION

RECITALS

WHEREAS, on May 8, 2026 and May 13, 2026 (the "Petition Date"), the above-captioned debtors (collectively, the "Debtors") filed respective voluntary petitions for relief under Chapter 11 of Title 11 of the United States Code

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

[2] This corrective order is entered to attach the stipulated budget referenced in paragraph 3(b), below, as well as to correct consistency errors related to the Further Hearing provided in paragraph 18, below.

("Chapter 11 Cases"), 11 U.S.C.§ 101 et seq. (the "Bankruptcy Code") in the United States Bankruptcy Court for the Middle District of Florida (the "Bankruptcy Court"); and

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

WHEREAS, prior to the Petition Date, one or more of the Debtors became indebted to M2 LoanCo LLC (the "Lender") under that certain Amended and Restated Credit Agreement (as amended and/or modified from time to time), and certain of the Debtors owe Lender approximately $16,000,000 of principal plus accrued interest and fees (the "Senior Secured Loans and Claims"); and

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

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

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

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

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

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

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

WHEREAS, the recital paragraphs above are subject to reservations of rights and a Further Hearing (as defined below); and

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

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

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

2. Use of Cash Collateral. The Debtors are authorized, pursuant to Bankruptcy Code section 363(c)(2)(B), to use Cash Collateral on an interim basis on the terms hereof in accordance with the Budget (as defined below),

with the collections to continue by TN Services for deposit into the Debtors' DIP accounts based upon regular sweeps.

3. Findings Regarding Use of Cash Collateral.

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

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

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

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

4. Adequate Protection. The Debtors acknowledge and the Court hereby finds that the Debtors' use of Cash Collateral may potentially result in diminution in value of the Collateral ("Collateral Diminution") and, as a result,

the Lender is entitled, pursuant to Bankruptcy Code sections 361, 363(c)(2), and 363(e), to adequate protection of its interest in the Collateral in an amount equal to the aggregate diminution in value of the Lender's interest in the Collateral, if any, including, without limitation, any such diminution caused by or resulting from any losses from the Debtors' operations and the imposition of the automatic stay pursuant to Bankruptcy Code section 362.

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

(i) Continuing Liens. The Lender is hereby granted valid and perfected first priority replacement liens and security interest in and a lien upon (collectively, the "Replacement Liens"), effective as of the Petition Date, to the same extent, validity and priority that existed on the Petition Date, on all postpetition accounts receivable and other assets of the Debtors' estates, together with all proceeds and profits thereof. The Replacement Liens shall be enforceable against the Debtors, their estates and any successors thereto, including without limitation, any trustee or other estate representative appointed in these Chapter 11 Cases, or in any cases under Chapter 7 of the Bankruptcy Code.

(ii) Section 507(b) Claim. The Lender is also entitled to a super-priority claim as provided in Bankruptcy Code section 507(b) equal to the amount of Collateral Diminution since the Petition Date (the "AP Superpriority Claim") and shall have priority in right of payment over any and all other obligations now in existence or hereafter incurred by the Debtors and over any and all administrative expenses or priority claims of any kind including as specified in, or ordered pursuant to any provision of the Bankruptcy Code, including, without limitation, Bankruptcy Code sections 326, 328, 330, 331, 503(b), 506(c), 507(a), 507(b), and 726, and shall at all times be senior to the rights of the Debtors, any trustee or any creditor, whether arising in the Debtors' Chapter 11 Cases or in any superseding Chapter 7 cases or proceeding under the Bankruptcy Code, subject and subordinate only to the Carve-Out, as defined below.

(iii) Escrow of Excess Funds. To the extent the Debtors have excess funds in the Budget and there is no superseding cash collateral order regarding use of such funds, the Debtors shall escrow the funds pending further order of this Court.

5. Carve-Out. Notwithstanding anything to the contrary herein, the Debtors' obligations to the Lender, and the Replacement Liens and super priority claims granted herein shall be subject in all respects and subordinate to the Carve-Out. "Carve Out" shall mean only (i) earned, but unpaid

professional fees for retained professionals of the Debtors' bankruptcy estates as provided in the Budget; (ii) the fees required to be paid to the U.S. Trustee under section 1930(a) of title 28 of the United States Code; and (iii) all reasonable fees and expenses (including professional fees) up to $50,000 incurred by a Chapter 7 trustee under Section 726(b) of the Bankruptcy Code.

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

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

7. Modification of the Automatic Stay. The automatic stay imposed by section 362(a) of the Bankruptcy Code is hereby vacated and modified, without application to or further order of this Court, to permit the Debtors (a) to grant the Replacement Liens and AP Superpriority Claim, and (b) to perform such acts as the Lender may request to assure the perfection and priority of the Replacement Liens.

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

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

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

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

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

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

11. Events of Default/Termination Date. Unless Lender otherwise agrees in writing, this Stipulation shall terminate (the "Termination Date")

upon the earliest of any of the following Events of Default after three (3) business days' written notice (the "Remedies Notice Period") from the Lender to the Debtors (which may be via email between counsel), with a copy to the Office of the United States Trustee, with an opportunity to cure solely within the Remedies Notice Period: (a) the Debtors' failure to perform any of the terms, provisions, and covenants under this Order; (b) default by the Debtors in timely monthly financial reporting as required under this Order and/or the US Trustee guidelines; or (c) June 30, 2026. During the Remedies Notice Period, the Debtors shall be permitted to use Cash Collateral solely to fund operating expenses in accordance with the Budget. On the Termination Date, (a) Lender's consent to use Cash Collateral shall be deemed withdrawn and (b) the Debtors' authorization to use Cash Collateral for any purpose shall be terminated. The post-Termination Date carve out for professionals shall be capped at $250,000, subject to Court approval of the underlying fees and expenses.

12. No Liability to Third-Parties. This Court's authorization of the Debtors' use of Cash Collateral under the terms set forth herein shall not constitute evidence of the Lender's (i) liability to any third-party and shall not be deemed to be in control of the operations of the Debtors or to be acting as a "controlling person," "responsible person" or "owner or operator" with respect to the operation or management of the Debtors (as such term, or any similar

terms, are used in the Internal Revenue Code, the United States Comprehensive Environmental Response, Compensation and Liability Act, as amended, or any similar Federal or state statute), and (ii) fiduciary duty to the Debtors, their creditors or their estates.

13. Challenge Period. While the Debtors acknowledge the extent, validity and priority of the Senior Secured Loans and Claims, any creditor, committee or other parties-in-interest with appropriate standing may investigate the facts and file a complaint or an objection to the Lender's claim prior to the "Challenge Deadline," which Challenge Deadline shall be set by a subsequent order of the Court. Nothing in this Order vests or confers on any Person (as defined in the Bankruptcy Code), including any statutory or non-statutory committees appointed or formed in these Chapter 11 Cases, standing or authority to pursue any claim or cause of action belonging to the Debtors or their estates, including, without limitation, any challenge described in this paragraph.

14. Binding Effect of Stipulation and Order. Immediately upon entry by this Court (notwithstanding any applicable law or rule to the contrary), the terms and provisions of this Stipulation and Order shall become valid and binding upon the Debtors subject to paragraph 13 of this Stipulation and Order. For the avoidance of doubt, all findings, stipulations, and orders regarding the extent, validity and priority of the Senior Secured Loans and

Claims set forth herein are subject to the challenge rights set forth in paragraph 13 of this Stipulation and Order.

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

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

17. Further Budgets. The Debtors shall file a notice of proposed budget for further use of cash collateral two (2) days prior to the Further Hearing. Such proposed budget shall include an actual to budget analysis for prior uses of cash collateral.

18. Further Hearing. A further hearing to consider entry of this Stipulation and Order shall be conducted on **June 3, 2026 at 2:30 p.m.** (prevailing Eastern Time).

Attorney Jeremy R. Johnson is directed to serve a copy of this order on interested parties who do not receive service by CM/ECF and to file a proof of service within three days of entry of the order.

EXHIBIT A

YesCare / CHS Cash Collateral 13 Week Budget

Week Number: Week Ended:	5/22/25	5/29/25	6/5/25	6/12/25	6/19/25	6/26/25	7/3/25	7/10/25	7/17/25	7/24/25	7/31/25	8/7/25	8/14/25	**13 Week Total**
Operating Receipts - Collections														
Alabama	-	-	3,336,651		-	-	-	-	-	-	-	-	-	3,336,651
Alabama MOUD	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Baker	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Baker Aggregate	-	-	-	-	-		-	-	-		-	-	-	-
Brevard	842,328	-	-	-	842,328	-	-	-	-	-	-	-		1,684,656
Brevard Aggregate	-	-	-	-	-		-	-	-		-	-	-	
Charlotte	230,069	-	-	-	-	-	-	-	-	-	-	-	-	230,069
Collier	661,031	199,131	-	-	661,031	-	-	-	-	-	-	-		1,521,193
Coxsackie	1,351,679	-	-	-	706,000	-	-	-	-	-	-	-		2,057,679
Dona Ana	-	-	-	-	-	-	-	-	-	-	-	-		-
Ellis	369,441	-	-	-	369,441	-	-	-	-	-	-	-		738,882
Essex	113,905	-	-	-	-	-	-	-	-	-	-	-	-	113,905
Glades	-	341,548	-	-	-	341,548	-	-	-	-	-	-	-	683,096
Leon	-	602,321	-	-	-	602,321	-	-	-	-	-	-	-	1,204,642
Lexington	-	-	945,320	-		-	-	-	-	-	-	-	-	945,320
Lexington Pharm	-	-	-	-	57,134	-	-	-	-	-	-	-		57,134
Louisville	-	-	-	1,223,924	-	-	-	-	-	-	-	-	-	1,223,924
Louisville Aggregate	-	-	-	-	177,604	-	-	-	-	-	-	-	-	177,604
Orange	-	-	191,974	-	-	-	-	-	-	-	-	-	-	191,974
Philly	2,500,000	1,500,000	-	5,400,000	-	-	-	-	-	-	-	-	-	9,400,000
Polk	1,074,545	-	-	-	485,278	-	-	-	-	-	-	-	-	1,559,823
Prince Georges	-	622,464	-	-	-	281,113	-	-	-	.	-	-	-	903,577
Riverside	367,512	-	-	16,438	-	-	-	-	-	-	-	-	-	383,950
St Clair	-	233,736	-	-	-	233,736	-	-	-	-	-	-	-	467,472
Accounts Receivable													-	
Indicates - Assumed / known termination in period														
Indicates - Pays in Arrears														
Infusions:														
ABL														
Total Operating Receipts	**7,510,510**	**3,499,200**	**4,473,945**	**6,640,362**	**3,298,816**	**1,458,718**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**26,881,551**
Operating Disbursements														
Payroll & benefits	**7,607,677**	**2,756,223**	**1,890,600**	**5,043,935**	**875,075**	**650,702**	**633,430**	**303,334**	**248,358**	**233,500**	**198,686**	**187,667**	**198,686**	**20,827,872**
Independent Contractors	-	75,000	100,000	100,000	-	-	-	-	-	-	-	-	-	275,000
Offsite Providers	-	150,000	150,000	150,000	-	-	-	-	-	-	-	-	-	450,000
Pharmacy	100,000	100,000	100,000	100,000	-	-	-	-	-	-	-	-	-	400,000
Timi (assume prepaid)	-	225,000	-	225,000	-	-	-	-	-	-	-	-		450,000
Professional Liability	-	-	-	-	-	-	-	-	-	-	-	-	-	
Medical Supplies	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	325,000
Utilities	60,000				60,000				30,000					150,000
Other Expenses	40,000	40,000	40,000	30,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	330,000
Taxes				1,450,203										1,450,203
401(k) Match				-										-
Accrued PTO				-										-
Delayed Payroll Offset				-										-
Other														
Total Operating Disbursements	**7,832,677**	**3,371,223**	**2,305,600**	**7,124,138**	**980,075**	**695,702**	**678,430**	**348,334**	**323,358**	**278,500**	**243,686**	**232,667**	**243,686**	**24,658,075**
Non-Operating/Bankruptcy Receipts/(Disbursements)														
Restructuring Professional Fees - Company				200,000				200,000			200,000			600,000
Restructuring Professional Fees - DIP Lender														-
Restructuring Professional Fees - UCC				50,000				50,000			50,000			150,000
CRO/Financial Advisor Fees				75,000				50,000			50,000			175,000

YesCare / CHS Cash Collateral 13 Week Budget

Week Number:														13 Week
Week Ended:	5/22/25	5/29/25	6/5/25	6/12/25	6/19/25	6/26/25	7/3/25	7/10/25	7/17/25	7/24/25	7/31/25	8/7/25	8/14/25	Total
Claims Agent and Publication Notices	35,680			25,000				25,000			25,000			110,680
Ombudsman Fees				-	-	-	-	-	-	-	-			-
UST Fees							250,000							250,000
Total Non-Operating/Bankruptcy Rec	35,680	-	-	350,000	-	-	250,000	325,000	-	-	325,000	-	-	1,285,680
Net Cash Flow	(357,847)	127,977	2,168,345	(833,776)	2,318,742	763,016	(928,430)	(673,334)	(323,358)	(278,500)	(568,686)	(232,667)	(243,686)	**937,796**
Cash Balance - Beginning	363,993	6,146	134,123	2,302,468	1,468,692	3,787,433	4,550,449	3,622,019	2,948,686	2,625,328	2,346,828	1,778,142	1,545,475	
Net Cash Flow	(357,847)	127,977	2,168,345	(833,776)	2,318,742	763,016	(928,430)	(673,334)	(323,358)	(278,500)	(568,686)	(232,667)	(243,686)	
Ending Cash Balance	6,146	134,123	2,302,468	1,468,692	3,787,433	4,550,449	3,622,019	2,948,686	2,625,328	2,346,828	1,778,142	1,545,475	1,301,789	