IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF ALABAMA

In Re:	)	Chapter 11
	)	
ESCAMBIA COUNTY ALABAMA COMMUNITY HOSPITALS, INC., d/b/a ATMORE COMMUNITY HOSPITAL,	)	CASE NO.: 26-12059
	)	
Debtor.	)	

INTERIM ORDER PURSUANT TO 11 U.S.C. §§ 105, 361, 362, 363, 364, 503 AND 507 (I) GRANTING EMERGENCY RELIEF, (II) APPROVING POSTPETITION FINANCING, (III) GRANTING LIENS AND PROVIDING SUPERPRIORITY ADMINISTRATIVE EXPENSE STATUS, (IV) AUTHORIZING USE OF CASH COLLATERAL, (V) GRANTING ADEQUATE PROTECTION, (VI) MODIFYING AUTOMATIC STAY, AND (VII) GRANTING RELATED RELIEF

THIS MATTER having come before the Court upon the *Motion for Entry of Interim and Final Orders (I) Authorizing Debtor to Obtain Superpriority, Senior Secured Postpetition Financing, (II) Granting Priming Liens and Providing Superpriority Administrative Expense Status to DIP Lender, (III) Authorizing Consensual Use of Cash Collateral, (IV) Granting Adequate Protection to Prepetition Secured Creditor, (V) Modifying the Automatic Stay, (VI) Scheduling a Final Hearing, and (VII) Granting Related Relief* [Dkt. No. 33] (the "Motion") filed by Escambia County Alabama Community Hospitals, Inc. d/b/a Atmore Community Hospital, as a debtor and debtor-in-possession (the "Debtor") in the above-captioned Chapter 11 case (the "Case"), pursuant to Sections 105, 361, 362, 363, 364, 503 and 507 of title 11 of the United States Code, (11 U.S.C. §§ 101, *et seq.*, as amended, the "Bankruptcy Code"), and Rules 2002, 4001, 6004 and 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") seeking entry of an interim order (this "Interim Order") and final order, *inter alia*:

(i) authorizing, under Sections 364(c) and 364(d) of the Bankruptcy Code and Bankruptcy Rule 4001(c), the Debtor to obtain secured, superpriority post-petition loans,

advances and other financial accommodations (the "DIP Facility")[1] in the aggregate principal amount of $7,000,000 (the "DIP Loans") of which up to $2,200,000 of DIP Loans shall be available upon entry of this Interim Order pending entry of the Final Order, pursuant to the terms and conditions of that certain revised Debtor-In-Possession Financing Term Sheet attached hereto as **Exhibit A** (the "DIP Term Sheet"), by and among (a) the Debtor and (b) United Bank as Lender (the "DIP Lender");

(ii) authorizing the Debtor to execute and deliver the DIP Term Sheet and to perform such other acts as may be necessary or desirable in connection with the DIP Term Sheet and this Interim Order;

(iii) granting allowed superpriority administrative expense claim status pursuant to Section 364(c)(1) of the Bankruptcy Code in the Case and any Successor Case (as defined herein) to all of the Debtor's obligations under the DIP Term Sheet (including the DIP Loans, the "DIP Obligations"), subject to the priorities set forth herein;

(iv) authorizing the Debtor to use "Cash Collateral," as defined in Section 363(a) of the Bankruptcy Code (the "Cash Collateral"), that the Debtor is holding or may obtain, pursuant to Bankruptcy Code Section 361 and 363 and Bankruptcy Rules 4001(b) and 6004;

(v) providing adequate protection to the United Bank (as defined herein) to the extent set forth herein;

(vi) granting the DIP Lender priming, senior-secured, valid, binding, enforceable, non-avoidable and automatically and properly perfected postpetition security interests in and liens on (collectively, the "DIP Liens") the DIP Collateral (as defined herein), subject to the terms of the Interim Order and DIP Term Sheet;

(vii) waiving any applicable stay and provisions for immediate effectiveness of this Interim Order;

(viii) vacating and modifying the automatic stay imposed by Section 362 of the Bankruptcy Code to the extent necessary to implement and effectuate the terms and provisions of this Interim Order;

(ix) scheduling a final hearing (the "Final Hearing") to consider the relief requested in the Motion on a final basis and approving the form of notice thereof; and

(x) granting related relief.

The Court having considered (i) the Motion and the exhibits referenced therein or attached thereto, (ii) the *Declaration of Drew Citrin in Support of Chapter 11 Petition and First*

[1] For clarity, certain capitalized terms not defined herein shall have the meanings ascribed in the DIP Motion, Docket No. 33.

Day Pleadings, (iii) a hearing having been held on July 20, 2026 (the "Interim Hearing") regarding the interim relief requested in the Motion, and upon consideration of the records of the Interim Hearing; and notice of the Interim Hearing having been given in accordance with Bankruptcy Rules 4001(b), (c) and (d), 9014; and all objections, if any, to the interim relief requested in the Motion having been withdrawn, resolved, or preserved as expressly provided herein, including the Limited Objection of Escambia County Health Care Authority (Doc. 45) (the "Authority Objection"), which is resolved solely with respect to the interim relief granted by this Interim Order, without prejudice to the rights expressly preserved in paragraph 33 below; and it appearing to the Court that granting the interim relief requested is necessary to avoid immediate and irreparable harm to the Debtor and its estate pending the Final Hearing, and otherwise is fair and reasonable and in the best interests of the Debtor, its estate, and its creditors, and is essential for the continued operation of the Debtor's business; and after due deliberation and consideration, and for good and sufficient cause appearing therefor;

BASED UPON THE RECORD ESTABLISHED AT THE INTERIM HEARING BY THE DEBTOR, INCLUDING THE SUBMISSIONS OF DECLARATIONS, THE FACTS IN THE MOTION AND THE REPRESENTATIONS OF COUNSEL, THE COURT HEREBY MAKES THE FOLLOWING FINDINGS OF FACT AND CONCLUSIONS OF LAW:[2]

A. *Petition Date*. On July 10, 2026, (the "Petition Date"), the Debtor filed a voluntary petition under Chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of Alabama (the "Court") commencing this Case.

[2] The findings and conclusions set forth herein constitute the Bankruptcy Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052. To the extent any findings of fact constitute conclusions of law, they are adopted as such. To the extent any conclusions of law constitute findings of fact, they are adopted as such.

B. *Debtor in Possession*. The Debtor is continuing in the management and operation of its business and its real and personal property as debtor in possession pursuant to Sections 1107 and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed in this Case.

C. *Jurisdiction and Venue*. This Court has jurisdiction over the persons and property affected hereby pursuant to 28 U.S.C. §§ 157(b) and 1334. Consideration of the Motion constitutes a core proceeding under 28 U.S.C. § 157(b)(2). Venue for this Case and proceedings on the Motion is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409.

D. *Committee Formation*. As of the date hereof, the Bankruptcy Administrator for the Southern District of Alabama (the "Bankruptcy Administrator") has not yet appointed an official committee of unsecured creditors in this Case pursuant to Section 1102 of the Bankruptcy Code (the "Committee").

E. *Debtor's Prepetition Secured Indebtedness*. On July 14, 2025, the Debtor and United Bank (in its capacity as prepetition secured lender, "United Bank" or "Prepetition Secured Creditor") entered into that certain *Business Loan Agreement* (the "United Loan Agreement") whereby United extended a line of credit to the Debtor in the aggregate original principal amount of $200,000. On or about April 13, 2026, the line of credit was increased to the aggregate original principal amount of $400,000 (the "United Loan"). The United Loan is secured by a lien (the "United Lien") on, *inter alia*, certain accounts, the Debtor's accounts receivable, and certain equipment owned by the Debtor (the "United Collateral"). As of the Petition Date, the Debtor was indebted to United in the approximate amount of $322,000 (the "United Obligations").[3]

[3] The Debtor is party to other transactions with United Bank that are separate from the United Obligations and, thus, are not addressed in the Motion.

F. *Findings Regarding the Postpetition Financing*.

(i) *Request for Postpetition Financing*. The Debtor seeks authority to (a) enter into the DIP Facility on the terms described herein and in the DIP Term Sheet, and (b) use Cash Collateral on the terms described herein to administer this Case and fund its operations in accordance with the Budget (as defined herein), this Interim Order and any proposed final order, which shall be on terms and conditions acceptable to the Debtor and the DIP Lender and approved by the Court (the "Final Order", and together with the Interim Order, the "Orders"). At the Final Hearing, the Debtor will seek final approval of the proposed postpetition financing arrangements and use of Cash Collateral arrangements pursuant to the Final Order. Notice of the Final Hearing and Final Order will be required to be in accordance with this Interim Order.

(ii) *Priming of Existing Liens and Interests*. The priming by the DIP Liens of the United Prepetition Liens on the United Prepetition Collateral pursuant to this Interim Order is necessary in order for the Debtor to obtain the interim funding through the DIP Facility for the purpose of maintaining operations.

(iii) *Immediate Need for Postpetition Financing and Use of Cash Collateral*. The Debtor's need to use Cash Collateral and to obtain credit pursuant to the DIP Facility is immediate and critical in order to enable the Debtor to continue operations and to administer and preserve the value of its estate. The ability of the Debtor to protect the value of its assets and otherwise finance its operations requires the availability of working capital from the DIP Facility and the use of Cash Collateral, the absence of either of which would immediately and irreparably harm the Debtor, its estate, its creditors, and the possibility for a successful administration of this Case. As demonstrated in the Budget and otherwise, the Debtor does not have sufficient available sources of working capital and financing to operate its businesses or to maintain its

properties in the ordinary course of business without the DIP Facility and authorized use of Cash Collateral.

(iv) *No Credit Available on More Favorable Terms*. Given the information in the record demonstrating the Debtor's current financial condition, financing arrangements and capital structure, the Debtor is unable to obtain financing from sources other than the DIP Lender on terms more favorable than the DIP Facility. The Debtor has been unable to obtain unsecured credit allowable under Section 503(b)(1) of the Bankruptcy Code as an administrative expense. The Debtor has also been unable to obtain credit: (a) having priority over that of administrative expenses of the kind specified in Sections 503(b), 507(a) and 507(b) of the Bankruptcy Code; (b) secured by a lien on property of the Debtor and its estate that is not otherwise subject to a lien; or (c) secured solely by a junior lien on property of the Debtor and its estate that is subject to a lien. Financing on a postpetition basis is not otherwise available without granting the DIP Lender, (1) perfected security interests in and liens on (each as provided herein) substantially all of the Debtor's existing and after-acquired assets with the priorities set forth herein, (2) superpriority claims, and (3) the other protections set forth in this Interim Order and the DIP Term Sheet.

(v) *Use of Proceeds of the DIP Facility.* As a condition to the extension of credit under the DIP Facility and the authorization to use Cash Collateral, the DIP Lender requires, and the Debtor has agreed, that, other than in the ordinary course of business (but subject to the Budget and the Permitted Variance (as defined herein) (a) the Debtor shall not use, lease, sell, or expend, directly or indirectly, the Collateral, including, without limitation, any of the Cash Collateral, in any manner, except as expressly provided herein, and (b) all Cash Collateral shall be used solely in accordance with the Budget. A summary of the initial Budget is attached hereto as **Exhibit B** (the "Initial Budget"). The consent of the DIP Lender, not to be

unreasonably withheld, shall be required to approve any amendments, supplements or modifications of the Initial Budget (as so amended, supplemented, updated or otherwise modified from time to time, the "Budget"); provided that the Debtor may seek Court approval of any proposed Budget amendment, supplement, update, or modification on shortened notice if the DIP Lender does not consent.

G. *Adequate Protection*. As a result of the grant of the DIP Liens, the incurrence of the DIP Obligations, the subordination of the United Prepetition Liens to the DIP Carve-Out (as defined herein), the use of Cash Collateral authorized herein, and the imposition of the automatic stay, United Bank is entitled to receive adequate protection pursuant to Sections 361, 362 and 363 of the Bankruptcy Code and as set forth in paragraphs 13 and 14 of this Interim Order. United Bank is reserved the right to seek additional adequate protection beyond the adequate protection provided in this Interim Order, and nothing in this Interim Order or otherwise shall be deemed or construed to limit, impair, or otherwise prejudice United Bank' rights to seek and/or obtain such other additional adequate protection or other relief.

H. *Good Faith*.

(i) *Willingness to Provide Financing*. Subject to final Board approval as provided herein, the DIP Lender has indicated a willingness to provide financing to the Debtor subject to: (a) the entry of this Interim Order and the Final Order; (b) approval of the terms and conditions of the DIP Facility as contemplated by this Interim Order and the DIP Term Sheet; and (c) entry of findings by this Court that such financing is essential to the Debtor's estate, that the DIP Lender is extending credit to the Debtor pursuant to this Interim Order in good faith, and that the DIP Lender's claims, superpriority claims, security interests, liens, rights, and other protections granted pursuant to this Interim Order will have the protections provided in Section

364(e) of the Bankruptcy Code and will not be affected by any subsequent reversal, modification, vacatur, amendment, reargument or reconsideration of this Interim Order or any other order.

(ii) *Business Judgment and Good Faith Pursuant to Section 364(e)*. The obtaining of credit under the DIP Facility reflects the Debtor's exercise of prudent business judgment, consistent with its fiduciary duties, and is supported by reasonably equivalent value and consideration. The DIP Facility was negotiated in good faith and at arms' length among the Debtor and the DIP Lender. The use of Cash Collateral and credit to be extended under the DIP Facility, and the financial accommodations provided thereunder, shall be deemed to have been so allowed, advanced, made, provided, used or extended in good faith, and for valid business purposes and uses, within the meaning of Section 364(e) of the Bankruptcy Code, and in express reliance upon the protections offered by Section 364(e) of the Bankruptcy Code, and the claims, security interests and liens, and other rights, benefits and protections granted to the DIP Lender shall be entitled to the full protection and benefits of Section 364(e) of the Bankruptcy Code and this Interim Order in the event that this Interim Order or any provision hereof is vacated, reversed or modified, on appeal or otherwise.

I. *Notice*. The record of the Interim Hearing demonstrates that notice of the Interim Hearing and the emergency relief requested in the Motion was provided by the Debtor, whether by email or overnight courier, to certain parties in interest, including: (i) the Office of the Bankruptcy Administrator; (ii) the entities included on the Debtor's lists of twenty (20) largest unsecured creditors; (iii) counsel to the DIP Lender; (iv) counsel to United Bank; and (iv) all other parties required to be served pursuant to the applicable rules and orders of this Court. The Debtor made reasonable efforts to afford the best notice possible under the circumstances and

such notice is good and sufficient to permit the interim relief set forth in this Interim Order, and no other or further notice is or shall be required.

J. *Immediate Entry*. Sufficient cause exists for immediate entry of this Interim Order pursuant to Bankruptcy Rule 4001(c)(2). Absent entry of this Interim Order, the Debtor's businesses, properties and estates would be immediately and irreparably harmed. Entry of this Interim Order is in the best interests of the Debtor's estate and stakeholders.

Based upon the foregoing findings and conclusions, the Motion and the record before the Court with respect to the Motion, and good and sufficient cause appearing therefor,

IT IS HEREBY ORDERED that:

1. DIP Facility Approved. The Motion is granted on an interim basis, the DIP Facility is authorized and approved on an interim basis, and the use of Cash Collateral on an interim basis is authorized, subject to the terms and conditions set forth in this Interim Order and the DIP Term Sheet.

2. Objections Overruled. All objections to the Motion to the extent not withdrawn or resolved during the Interim Hearing are hereby overruled, except that the Authority Objection is not overruled and is resolved solely with respect to the interim relief granted by this Interim Order, subject to the rights expressly preserved in paragraph 33 below.

3. Authorization of the DIP Financing. The Debtor is expressly and immediately authorized and empowered to incur the DIP Obligations and to perform pursuant to the DIP Facility in accordance with, and subject to, the terms of this Interim Order, the DIP Term Sheet and the Budget, and to deliver all instruments and documents that may be necessary or required for performance by the Debtor under the DIP Facility and the creation and perfection of the DIP Liens described in and provided for by this Interim Order.

4. DIP Obligations. This Interim Order shall constitute and evidence the validity and binding effect of the Debtor's DIP Obligations, which DIP Obligations shall be enforceable against the Debtor, its estate and any successors thereto, including, without limitation, any trustee or other estate representative appointed in the Case or any Successor Case (as defined herein), on the terms set forth herein.

5. Postpetition Liens and Collateral.

(a) Effective immediately upon the entry of this Interim Order, pursuant to Sections 364(c)(2), 364(c)(3), and 364(d) of the Bankruptcy Code, the Debtor is authorized to grant and does hereby grant the DIP Liens to the DIP Lender on a priming basis, to be secured by any and all presently owned and hereafter acquired assets and real and personal property of the Debtor, including, without limitation, the following categories of assets and property (the "DIP Collateral" and, together with the United Prepetition Collateral, the "Collateral"):[4] all real and personal property, including, without limitation, all of Borrower's existing and future acquired property and interests of any nature whatsoever, real and personal, tangible and intangible, including without limitation leasehold interests, equipment, accounts (accounts receivable), general intangibles, payment intangibles, supporting obligations, investment property, commercial tort claims, inventory, rolling stock, machinery, equipment, subsidiary capital stock, chattel paper, documents, instruments, deposit accounts, contract rights, and tax refunds of the Debtor, and all proceeds of the foregoing, but expressly excluding all Authority Property (as defined below).

(b) Notwithstanding anything in the Motion, the DIP Term Sheet, this Interim Order, or any other DIP document to the contrary, "Authority Property" means any real or

[4] All terms not specifically defined in the description of DIP Collateral shall have the meanings ascribed to such terms in Article 8 or 9 of the Uniform Commercial Code, as applicable.

personal property to the extent of ownership interest therein held by Escambia County Health Care Authority (the "Authority") in its separate capacity, including Authority-owned equipment, receivables, deposit accounts, contract rights, or other assets. No DIP Lien shall attach to the Authority's ownership interest in Authority Property. Nothing in this paragraph adjudicates ownership of any property or excludes from DIP Collateral any leasehold, possessory, contractual, equitable, or other interest of the Debtor or its estate in property owned in whole or in part by the Authority.

6. DIP Lien Priority.

(a) *DIP Liens*. The DIP Liens shall be first priority, senior-secured liens, junior only to the DIP Carve-Out, senior in priority and superior to the United Prepetition Liens and the Adequate Protection Liens (as defined herein) and the DIP Obligations senior in priority to any and all Adequate Protection Superpriority Claims (as defined herein) and any other security, mortgage, collateral interest, lien or claim on or to any of the DIP Collateral. Other than as set forth herein, the DIP Liens shall not be made subject to or *pari passu* with any lien or security interest heretofore or hereinafter granted in the Case or any Successor Case or any claim for reclamation or return (whether asserted pursuant to Section 546(c) of the Bankruptcy Code or otherwise). The DIP Liens shall be valid and enforceable against any trustee or other estate representative appointed in the Case or any Successor Case, upon the conversion of the Case to a case under Chapter 7 of the Bankruptcy Code (or in any other Successor Case), and/or upon the dismissal of the Case or Successor Case. The DIP Liens shall not be subject to challenge under Sections 510, 549, or 550 of the Bankruptcy Code. No lien or interest avoided and preserved for the benefit of the estate pursuant to Section 551 of the Bankruptcy Code shall be *pari passu* with or senior to the DIP Liens.

7. DIP Superpriority Claim.

(a) *DIP Superpriority Claim*. Upon entry of this Interim Order, the DIP Lender is hereby granted, pursuant to Section 364(c)(1) of the Bankruptcy Code, an allowed superpriority administrative expense claim in the Case and any Successor Case (collectively, the "DIP Superpriority Claim") for all DIP Obligations. The DIP Superpriority Claim shall be subordinate only to the DIP Carve-Out and shall otherwise have priority over any and all administrative expenses of the kinds specified in or ordered pursuant to Sections 105, 326, 328, 330, 331, 503(a), 503(b), 506(c), 507(a), 507(b), 546(c), 546(d), 726 and 1114 of the Bankruptcy Code.

(b) *Payment Priority of DIP Superpriority Claim.* The DIP Superpriority Claim shall have a senior right to payment from the net proceeds of all pre- and post-petition property of the Debtor subject only to the DIP Carve-Out, until the DIP Superpriority Claim is satisfied in full.

8. No Obligation to Extend Credit. The DIP Lender shall not have any obligation to make any loan or advance unless all of the conditions precedent to the making of such extension of credit under this Interim Order and the DIP Term Sheet have been satisfied in full or waived by the DIP Lender.

9. Use of DIP Facility Proceeds. From and after the Petition Date, the Debtor shall use advances of credit under the DIP Facility only for the purposes specifically set forth in this Interim Order, and in compliance with the Budget.

10. Authorization to Use Cash Collateral. Subject to the terms and conditions of this Interim Order and the DIP Term Sheet, and in compliance with the Budget, the Debtor is authorized to use Cash Collateral until the earliest of (x) 30 days after the entry of this Interim

Order and (y) the Termination Notice Date; provided, however, that during the Remedies Notice Period (as defined herein) the Debtor may use Cash Collateral solely to: (i) pay expenses critical to the preservation of the Debtor and its estate as agreed by the DIP Lender and the Debtor (with such agreement not to be unreasonably withheld); (ii) fund the DIP Carve-Out in the amount of the Post-Carve-Out Trigger Notice Cap; and (iii) fund fees payable to the Bankruptcy Administrator and Clerk of the Court, in each case in accordance with the terms and provision of the Budget.

11. Budget. The Budget and any modification to, or amendment or update of, the Budget shall be in form and substance reasonably satisfactory to and approved by the DIP Lender, which approval shall not be unreasonably withheld. The Debtor shall comply with and update the Budget from time to time (provided that any update shall be in form and substance reasonably satisfactory to the DIP Lender). The Debtor shall deliver to the DIP Lender a proposed update to the Budget no later than five (5) days following consummation of any disposition of Collateral occurring outside of the ordinary course of business. If the DIP Lender does not approve any proposed Budget update, amendment, supplement, or modification, the Debtor may seek approval of such update, amendment, supplement, or modification from the Court on shortened notice, and the Debtor's authority to use Cash Collateral subject to the existing approved Budget shall continue pending further order of the Court.

12. Permitted Variance Covenants.

(a) In no event shall the Debtor's actual disbursements of the type included in the Budget line items listed under "Subtotal of Cash Expenditure" exceed 110% of the aggregate amounts set forth in the Budget for such expense categories tested cumulatively on a four-week rolling basis (the "Permitted Expense Variance");

(b) In no event shall the Debtor's actual receipts of the type included in the Budget line item "Subtotal of Cash Income" equal less than 80% of the amount set forth in the Budget on a quarterly basis (the "Permitted Receipts Variance," and together with the Permitted Expense Variance, collectively, the "Permitted Variance").

(c) Beginning on July 23, 2026, and continuing every other week thereafter, the Debtor shall deliver to the DIP Lender, with a copy to the Bankruptcy Administrator and the Court, no later than 5:00 p.m. (prevailing Central Time), a written report, in form and substance reasonably acceptable to the DIP Lender, setting forth for the immediately preceding week and on a cumulative four-week rolling basis: (i) the Debtor's actual receipts and disbursements compared to the Budget on a line-item basis; (ii) all variances from the Budget, including calculations of compliance with the Permitted Variance; (iii) reasonably detailed explanations for all material variances; and (iv) supporting cash-flow information, including an updated cash receipts and disbursements forecast, bank account balances, and such backup documentation as the DIP Lender may reasonably request.

(d) Nothing in this Interim Order shall authorize the disposition of any assets of the Debtor or its estate outside the ordinary course of business (which shall be subject to further Orders of this Court), or the Debtor's use of any Cash Collateral or other proceeds resulting therefrom, except as permitted by this Interim Order and in accordance with the Budget and the Permitted Variance.

Adequate Protection Provisions

13. Adequate Protection Liens; Adequate Protection With Respect to Sales; Access to Records. As adequate protection for the interest of United Bank in the United Prepetition Collateral (including Cash Collateral) on account of the subordination of the United Prepetition

Liens to the DIP Liens, the DIP Carve-Out, the Debtor's use of Cash Collateral, and any other diminution in value arising out of the imposition of the automatic stay or the Debtor's use, sale, depreciation, or disposition of the United Prepetition Collateral and Cash Collateral during the pendency of this Case or any Successor Case (collectively, "Diminution in Value"), the United Bank shall receive adequate protection as follows:

(a) *Creation of Adequate Protection Liens*. United Bank is hereby granted, pursuant to Sections 361 and 363 of the Bankruptcy Code, continuing, valid, binding, enforceable and automatically perfected replacement liens on and additional security interests in (the "Adequate Protection Liens") the DIP Collateral solely to the extent of any actual Diminution in Value of United Bank' interests in the United Prepetition Collateral.

(b) The Adequate Protection Liens are and shall be (x) valid, binding, enforceable and fully perfected, and (y) subordinate and subject only to (i) the DIP Liens and (ii) the DIP Carve-Out. Except as provided herein, the Adequate Protection Liens shall not be made subject to or *pari passu* with any lien or security interest heretofore or hereinafter granted in this Case or any case under chapter 7 of the Bankruptcy Code upon the conversion of this Case (a "Successor Case"), and shall be valid and enforceable against any trustee or other estate representative appointed in this Case or any Successor Case, or upon the dismissal of this Case or any Successor Case. The Adequate Protection Liens shall not be subject to Sections 510, 549, or 550 of the Bankruptcy Code. No lien or interest avoided and preserved for the benefit of the Debtor's estate pursuant to Section 551 of the Bankruptcy Code shall be *pari passu* with or senior to the United Prepetition Liens or the Adequate Protection Liens.

14. Adequate Protection Superpriority Claims.

(a) *Superpriority Claims of Prepetition Secured Creditor.* As further adequate protection of the interests of United Bank in the United Prepetition Collateral, United Bank is hereby granted an allowed administrative claim against the Debtor's estate under Section 503 of the Bankruptcy Code, with priority over all administrative expense claims and unsecured claims against the Debtor and its estate as provided for by Section 507(b) of the Bankruptcy Code, other than the DIP Superpriority Claim, (the "Adequate Protection Superpriority Claims"), but subject to the DIP Carve-Out, to the extent that the Adequate Protection Liens and other adequate protection provided under this Interim Order do not adequately protect against actual Diminution in Value of United Bank's interests in the United Prepetition Collateral.

(b) *Priority of Adequate Protection Superpriority Claims*. The Adequate Protection Superpriority Claims granted to United Bank shall be junior to the DIP Liens, DIP Superpriority Claim, DIP Carve-Out and the Adequate Protection Liens and shall otherwise have priority over administrative expenses of the kinds specified in or ordered pursuant to Sections 503(b) and 507(b) of the Bankruptcy Code.

15. Nothing herein shall impair or modify the application of United Bank's rights under Section 507(b) of the Bankruptcy Code or the rights of United Bank to seek additional adequate protection pursuant Section 363(e) of the Bankruptcy Code, including, without limitation, in connection with any debtor-in-possession financing that the Debtor may seek, in the event that the adequate protection provided to United Bank hereunder is insufficient to compensate for the Diminution in Value of the interest of United Bank in the United Prepetition Collateral during this Case or any Successor Case.

16. Modification of Automatic Stay. The automatic stay imposed under Section 362(a) of the Bankruptcy Code is hereby modified as necessary to effectuate all of the terms and provisions of this Interim Order, including, without limitation, to permit the Debtor to grant the DIP Liens, DIP Superpriority Claim, Adequate Protection Liens and the Adequate Protection Superpriority Claims.

17. Automatic Perfection of DIP Liens and Adequate Protection Liens. This Interim Order shall be sufficient and conclusive evidence of the validity, perfection, and priority of all liens granted herein, including the DIP Liens and Adequate Protection Liens, without the necessity of filing or recording any financing statement, mortgage, notice, or other instrument or document that 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, filing of Uniform Commercial Code financing statements or similar documents or entering into any deposit account control agreement, collateral access agreement, customs broker agreement or freight forwarding agreement) to validate or perfect (in accordance with applicable non-bankruptcy law) the DIP Liens, Adequate Protection Liens, or to entitle the DIP Lender and United Bank to the priorities granted herein.

18. Application of Proceeds of DIP Collateral. The Debtor shall not, directly or indirectly, voluntarily purchase, redeem, defease, or prepay any principal of, premium, if any, interest or other amount payable in respect of any indebtedness prior to its scheduled maturity, other than (i) the DIP Obligations, and (ii) obligations authorized by an order of the Court.

19. Proceeds of Subsequent Financing. If the Debtor, any trustee, any examiner with enlarged powers, any responsible officer or any other estate representative subsequently appointed in this Case or a Successor Case shall obtain credit or incur debt pursuant to Sections

364(b), 364(c) or 364(d) of the Bankruptcy Code in violation of this Interim Order at any time prior to the repayment in full in cash of all DIP Obligations and the termination of the DIP Lender's obligation to extend credit under the DIP Facility, including subsequent to the confirmation of any plan of reorganization or liquidation with respect to the Debtor and the Debtor's estate, all cash proceeds derived from such credit or debt shall immediately be turned over to the DIP Lender to be applied to the DIP Obligations until such obligations are paid in full.

20. Financial Information and Reporting Requests. The Debtor shall allow the DIP Lender and its representatives reasonable access during business hours, upon reasonable advance written notice to the Debtor and its counsel, to the premises, officers, employees, auditors, appraisers, financial advisors, investment bankers, and the books and records of the Debtor in order to conduct analyses and audits of the Collateral and the Debtor's financial affairs, and shall otherwise cooperate in providing any other financial information reasonably requested by the DIP Lender; provided that the Debtor shall not be required to provide information that is subject to attorney-client privilege, work-product protection, confidentiality obligations, or other applicable legal restrictions. The Debtor shall also provide to the DIP Lender a copy of each monthly operating report as and when submitted to the Bankruptcy Administrator (each an "MOR") and such other non-privileged reports and information as reasonably requested by the DIP Lender or Prepetition Secured Creditor.

21. Access to Debtor's Consultants. The DIP Lender is authorized to communicate directly with the Debtor's professionals, including the Debtor's financial advisor(s), appraiser(s), real estate brokers and investment banker(s), as applicable, regarding non-privileged matters related to the services to be rendered by such professionals, terms and term sheets, the

preparation of the Budget, and such other non-privileged matters as the DIP Lender shall reasonably request from time to time as to any such professionals; provided that the Debtor and the Debtor's counsel must be copied on any written communications (including e-mail or other electronic communications) and invited to participate in any meetings (including meetings via telephone or other electronic means); provided, further, that no such communications shall impair or waive any privilege, work-product protection, confidentiality obligation, fiduciary duty, sale-process protocol, or professional obligation owed to the Debtor or its estate. Subject to the foregoing, such professionals are authorized and directed to communicate directly with the DIP Lender regarding all such matters.

22. Disposition of Collateral. Unless otherwise authorized by the Court, the Debtor shall not sell, transfer, lease, encumber, or otherwise dispose of any portion of the Collateral outside of the ordinary course, including Cash Collateral, other than in accordance with the Budget. Nothing provided herein shall limit the rights of the DIP Lender to object to any proposed disposition of the Collateral.

23. Termination Event. Upon written notice from the DIP Lender, the occurrence and continuation of any of the following (unless waived by the DIP Lender) shall constitute a "Termination Event" under this Interim Order:

(a) other than in connection with (x) the payment in full of the DIP Obligations, or (y) with the prior written consent of the DIP Lender, the Debtor shall file a motion with the Court seeking the authority to sell, transfer or dispose of any of the Debtor's assets outside the ordinary course of business;

(b) other than in connection with (x) the payment in full of the DIP Obligations, or (y) with the prior written consent of the DIP Lender, the bringing of a motion or the taking of any action by or on behalf of the Debtor or its Estate in this Case or any Successor Case: (i) to obtain financing; (ii) to grant any lien upon or affecting any Collateral if such lien would be senior or *pari passu* with any of the DIP Liens or the Adequate Protection Liens; or (iii) to use Cash Collateral in a way that is inconsistent with the Orders;

(c) the filing of any plan of reorganization or liquidation or disclosure statement attendant thereto by or on behalf of the Debtor or its Estate in this Case or any Successor Case that does not provide for the payment in full of the DIP Obligations in cash on the effective date of such plan of reorganization or liquidation;

(d) the entry of a final order by the Court granting relief from or modifying the automatic stay of Section 362 of the Bankruptcy Code to allow any creditor to execute upon or enforce a lien on any Collateral with a value exceeding $50,000.00;

(e) the commencement of a suit or action against United Bank by the Debtor;

(f) the commencement of a suit or action against the DIP Lender by the Debtor;

(g) A breach of a Permitted Variance or failure to provide any reporting required by the Interim Order or DIP Term Sheet as and when due;

(h) the entry of an order in this Case avoiding or permitting recovery of any payments made on account of the DIP Obligations;

(i) the entry of an order in this Case granting any other superpriority administrative claim or lien equal or superior to that granted to the DIP Lender without the prior written consent of the DIP Lender;

(j) the entry of an order in this Case granting any other superpriority administrative claim or lien equal or superior to that granted to United Bank without the prior written consent of United Bank, other than a superpriority administrative claim or lien granted to the DIP Lender;

(k) the entry of an order of this Court terminating the right of the Debtor to use Cash Collateral;

(l) the entry of any order of the Court that avoids or disallows in any way the security interests, liens, priority claims or rights granted to the DIP Lender or United Bank under the terms of the Orders;

(m) the Orders shall cease, for any reason, to be in full force and effect, or the Debtor shall so assert in writing, or any liens or claims created in favor of the DIP Lender or United Bank under the Orders shall cease to be enforceable and of the same effect and priority purported to be created hereby;

(n) except as set forth in the "first day" orders, the payment of, or application for authority to pay, any prepetition indebtedness or prepetition claim without the prior written consent of the DIP Lender;

(o) any material misrepresentation by the Debtor in the financial reporting or certifications provided by the Debtor to the DIP Lender;

(p) the appointment of a permanent chapter 11 trustee in this Case, or the appointment of a receiver or an examiner in this Case with expanded powers to operate or manage the financial affairs, the business, or reorganization of the Debtor;

(q) the dismissal of this Case, or the conversion of this Case from chapter 11 to chapter 7 of the Bankruptcy Code, or the Debtor shall file a motion or other pleading seeking the dismissal of this Case under Section 1112 of the Bankruptcy Code or otherwise; and

(r) the failure of the Debtor to perform any material obligation as and when required under this Interim Order or the DIP Term Sheet.

24. Rights and Remedies Following Termination Event.

(a) *Termination.* Immediately upon the occurrence and during the continuance of a Termination Event: (i) all DIP Obligations shall be immediately due and payable, (ii) all commitments to extend credit under the DIP Facility will terminate, and (iii) all authority to use Cash Collateral shall cease, provided, however, that during the Remedies Notice Period (as defined herein), the Debtor may use Cash Collateral solely as set forth in paragraph 10 herein.

(b) *Notice of Termination*. The DIP Lender may provide notice of its intent to terminate or restrict the Debtor's authority to use Cash Collateral by providing written notice as set forth in this Paragraph 24(b) (such notice, a "Termination Notice"). Any Termination Notice shall be given by electronic mail (or other electronic means) to counsel to the Debtor, counsel to the Committee (if any) and the Office of the Bankruptcy Administrator (the earliest date any such Termination Notice is sent shall be referred to herein as the "Termination Notice Date"). The automatic stay in this Case otherwise applicable to the DIP Lender is hereby modified so that five (5) days after the Termination Notice Date (the intervening period, the "Remedies Notice Period"), the DIP Lender shall be entitled to exercise its rights and remedies to satisfy the DIP Obligations, DIP Liens, DIP Superpriority Claim, Adequate Protection Superpriority Claims and Adequate Protection Liens, as applicable, subject to and consistent with (i) the DIP Carve-

Out, and (ii) this Interim Order. Notwithstanding the foregoing, upon issuance of a Termination Notice, to the extent the basis for the Termination Notice is contested, the Debtor, a Committee, if any, and any other party in interest shall be entitled to file a motion prior to the expiration of the Remedies Notice Period ("Termination Challenge Motion") requesting that the Court hold an emergency hearing (a "Termination Challenge Hearing") to determine, *inter alia*, whether a Termination Event has occurred and/or is continuing, and the DIP Lender shall consent to such emergency hearing. Unless the Court determines upon consideration of a timely filed Termination Challenge Motion that the Termination Notice was not validly issued by the DIP Lender, upon the earlier of the expiration of the Remedies Notice Period in the event that a Termination Challenge Motion was not filed; or the first business day following issuance of an oral ruling or written order denying a Termination Challenge Motion, without further notice, order or application to the Court, the automatic stay as to the DIP Lender shall automatically be terminated and the DIP Lender shall be permitted to exercise all rights and remedies with respect to the Debtor and the Collateral as set forth herein and as otherwise permitted under applicable law. For avoidance of doubt, for so long as a Termination Challenge Motion is filed prior to the expiration of the Remedies Notice Period, the automatic stay shall remain in effect for so long as the Termination Challenge Motion remains pending.

25. Good Faith Under Section 364 of the Bankruptcy Code; No Modification or Stay of this Interim Order. The DIP Lender has acted in good faith in connection with this Interim Order, the DIP Term Sheet, and the DIP Facility, and its reliance on this Interim Order is in good faith. Based on the findings set forth in this Interim Order and the record made during the Interim Hearing, the DIP Lender is entitled to the protections provided in Section 364(e) of the Bankruptcy Code. In the event any or all of the provisions of this Interim Order are hereafter

reversed, modified, amended, stayed or vacated by a subsequent order of this Court, or any other court, such reversal, modification, amendment, stay or vacatur shall not affect the validity and enforceability of any lien, claim or priority authorized or created hereby.

26. DIP and Other Expenses. The Debtor is authorized and directed to pay all reasonable and documented out-of-pocket costs and expenses of the DIP Lender in connection with the DIP Facility (including, without limitation, costs and expenses incurred prior to the Petition Date) and this Case. Payment of all such costs and expenses shall not be subject to allowance by the Court and professionals for the DIP Lender shall not be required to comply with the Bankruptcy Administrator fee guidelines. The professionals for the DIP Lender shall deliver a summary of services to counsel for the Debtor, counsel for the Committee, if any, and the Bankruptcy Administrator, redacted as necessary with respect to any privileged or confidential information contained therein. Any objections raised by the Debtor, the Bankruptcy Administrator or the Committee, if any, with respect to such invoices within ten (10) days of the receipt thereof will be subject to resolution by the Court. In the event of any objection, the provisions of Section 107 of the Bankruptcy Code and Rule 9018 of the Federal Rules of Bankruptcy Procedure shall apply. Pending such resolution, the undisputed portion of any such invoice will be paid promptly by the Debtor. Notwithstanding the foregoing, the Debtor is authorized and directed to pay on the closing of the DIP Facility all reasonable fees, costs and expenses of the DIP Lender incurred on or prior to such date after delivery of a summary invoice to counsel for the Debtor, without prejudice to the rights of the Debtor, the Bankruptcy Administrator or the Committee, if any, to object to any such amounts and seek appropriate relief from the Court.

27. Indemnification. The Debtor shall indemnify and hold harmless the DIP Lender,

and each of its respective shareholders, members, directors, agents, officers, subsidiaries and affiliates, successors and assigns, attorneys and professional advisors, in their respective capacities as such, from and against any and all damages, losses, settlement payments, obligations, liabilities, claims, actions or causes of action, whether groundless or otherwise, and reasonable costs and expenses incurred, suffered, sustained or required to be paid by an indemnified party of every nature and character arising out of or related to the DIP Facility, the DIP Term Sheet or the transactions contemplated thereby and by this Interim Order, whether such indemnified party is party thereto, or in connection with this Case, any plan, or any action or inaction by the Debtor; provided, that such indemnity shall not, as to any indemnified party, be available to the extent that such losses, claims, damages, liabilities or related expenses are determined by a court of competent jurisdiction by final and non-appealable judgment to have resulted directly from the gross negligence or willful misconduct of such indemnified party. The indemnity includes indemnification for the DIP Lender's exercise of discretionary rights granted under the DIP Facility, the DIP Term Sheet and this Interim Order. In all such litigation, or the preparation therefor, the DIP Lender shall be entitled to select its own counsel and, in addition to the foregoing indemnity, the Debtor agrees to promptly pay the reasonable and documented fees and expenses of such counsel.

28. Proof of Claim. Any order entered by the Court in relation to the establishment of a bar date for any claims (including, without limitation, administrative claims) in this Case or any Successor Case shall not apply to the DIP Lender or United Bank, each of which shall not be required to file a proof of claim in this Case or any Successor Case.

29. DIP Carve-Out.

(a) *DIP Carve-Out.* As used in this Interim Order, the "DIP Carve-Out" shall consist of the following fees and expenses: (i) all allowed administrative expenses pursuant to 28 U.S.C. § 1930(a)(6) for fees payable to the Office of the Bankruptcy Administrator, as determined by agreement of the Bankruptcy Administrator or by final order of the Court, and 28 U.S.C. § 156(c) for fees required to be paid to the clerk of the Court; and (ii) all reasonable fees and expenses up to $15,000 incurred by a trustee under Section 726(b) of the Bankruptcy Code; (iii) to the extent allowed at any time, whether by interim order, procedural order, or otherwise, all paid and unpaid fees and expenses ("Allowed Professional Fees") of the Debtor's and any Committee's professionals (the "Professional Persons"), in each case retained under Sections 327, 328, 363 or 1103 of the Bankruptcy Code, as applicable, incurred at any time prior to the delivery of a Carve-Out Trigger Notice (as defined herein), less the amount of any remaining and unapplied fee retainers held by any such Professional Person pursuant to Sections 327, 328, or 1103 of the Bankruptcy Code; provided, however, the Allowed Professional Fees (I) shall not at any time exceed the aggregate amount of the fees and expenses identified in the Budget, plus any Permitted Variance, for each such Professional Person or category of Professional Persons covering the period of time commencing on the Petition Date through the earlier of the (A) the date of determination and, (B) the last day of the week in which a Carve-Out Trigger Notice (defined below) is served and (II) shall be permanently reduced with respect to each Professional Person by the aggregate amount of professional fees and expenses approved on a final basis and actually received by such Professional Person following the Petition Date; and (iv) Allowed Professional Fees of Professional Persons in an aggregate amount not to exceed $50,000 incurred after the delivery of a Carve-Out Trigger Notice to the extent allowed at any time, whether by

interim order, procedural order, or otherwise (the amounts set forth in this clause (iv) being the "Post-Carve-Out Trigger Notice Cap"). Upon delivery of a Carve-Out Trigger Notice, the Debtor shall immediately fund and maintain a segregated account, solely from cash on hand and the first proceeds of Collateral received thereafter, in an amount sufficient to satisfy the DIP Carve-Out, including accrued and unpaid Allowed Professional Fees, the Post-Carve-Out Trigger Notice Cap, fees payable to the Bankruptcy Administrator and Clerk of the Court, and any amounts payable to a trustee under Section 726(b) of the Bankruptcy Code. Such segregated account shall constitute a funded reserve for the DIP Carve-Out and not merely a priority entitlement against the Collateral. No portion of the DIP Carve-Out or any Cash Collateral may be used in violation of this Interim Order. So long as the Carve-Out Trigger Notice has not been delivered, the Debtor shall be permitted to pay, as the same may become due and payable in accordance with an order approving interim compensation procedures for fees and expenses of Professional Persons as provided for in the Budget, and the same shall not reduce the Post-Carve Out Trigger Notice Cap. For purposes of the foregoing, "Carve-Out Trigger Notice" shall mean a written notice delivered by email (or other electronic means) by the DIP Lender to the Debtor's counsel, counsel to any Committee, if any, and the Bankruptcy Administrator (together, the "Carve-Out Notice Parties"), which notice may only be delivered following the occurrence and during the continuation of a Termination Event, stating that the Post-Carve-Out Trigger Notice Cap has been invoked (such date of delivery, the "Carve-Out Termination Date").

(b) *Seniority of DIP Carve-Out.* For the avoidance of doubt, the DIP Carve-Out shall be senior to all liens and claims securing the Collateral, the DIP Liens, the DIP Superpriority Claim, Adequate Protection Liens and the Adequate Protection Superpriority Claims.

(c) *Payment of DIP Carve-Out On or After the Carve-Out Termination Date.* Any payment or reimbursement made on or after the occurrence of the Carve-Out Termination Date shall permanently reduce the DIP Carve-Out on a dollar-for-dollar basis.

(d) *No Direct Obligation to Pay Allowed Professional Fees*. Other than satisfying the obligations set forth in this Interim Order to fund the DIP Carve Out, the DIP Lender shall not be responsible for the payment or reimbursement of any fees or disbursements of any Professional Person incurred in connection with this Case or any Successor Case. Nothing in this Interim Order or otherwise shall be construed to require the DIP Lender in any way to pay compensation to, or to reimburse expenses of, any Professional Person or to guarantee that the Debtor has sufficient funds to pay such compensation or reimbursement. Nothing in this Interim Order or otherwise shall be construed to increase the DIP Carve-Out if actual allowed fees and/or disbursements are higher in fact than the amounts subject to the DIP Carve-Out as set forth in this Interim Order.

30. Payment of Compensation. Nothing herein shall be construed as consent to the allowance of any fees or expenses of any Professional Persons or shall affect the right of United Bank or DIP Lender to object to the allowance and payment of such fees and expenses.

31. No Third-Party Rights. Except as explicitly provided for herein, this Interim Order does not create any rights for the benefit of any third party, creditor, or any direct, indirect, or incidental beneficiary.

32. Discharge Waiver. The Debtor expressly stipulates, and the Court finds and adjudicates that, none of the DIP Obligations, the DIP Superpriority Claim, the DIP Liens, the Adequate Protection Liens or the Adequate Protection Superpriority Claims shall be discharged by the entry of an order confirming any plan of reorganization, notwithstanding the provisions of

Section 1141(d) of the Bankruptcy Code, unless the DIP Obligations, the Adequate Protection Superpriority Claims and claims secured by the Adequate Protection Liens have been paid in full on or before the effective date of a confirmed plan of reorganization.

33. Rights Preserved. Notwithstanding anything herein to the contrary, the entry of this Interim Order is without prejudice to, and does not constitute a waiver of, expressly or implicitly, the right of the DIP Lender, United Bank, the Debtor, any Committee, the Bankruptcy Administrator, the Escambia County Health Care Authority, including the rights, claims, defenses, and objections asserted in its Limited Objection (Doc. 45), or any other party in interest to seek any other or supplemental relief in respect of the Debtor, in each case subject to the terms of this Interim Order and applicable law. The preservation of the Authority's rights does not constitute a finding or determination regarding the merits of the Authority Objection or an admission or concession by the Debtor.

34. Binding Effect of Interim Order. Immediately upon entry by this Court, the terms and provisions of this Interim Order shall become valid and binding upon and inure to the benefit of the Debtor, the DIP Lender, United Bank, all other creditors of the Debtor, and all parties in interest. Any applicable stay is hereby waived and shall not apply to this Interim Order.

35. No Modification of Interim Order. The Debtor irrevocably waives the right to seek and shall not seek or consent to, directly or indirectly, without the prior written consent of the DIP Lender, any reversal, modification, stay, vacatur or amendment to this Interim Order.

36. Interim Order Controls. In the event of any inconsistency between the terms and conditions of the DIP Term Sheet or this Interim Order, the provisions of this Interim Order shall govern and control.

37. Survival. The provisions of this Interim Order and any actions taken pursuant hereto shall survive entry of any order in this Case or any Successor Case.

38. Objection Deadline: Objections, if any, to the relief sought in the Motion at the Final Hearing shall be in writing, shall set forth with particularity the grounds for such objections or other statement of position, and shall be filed with the Court and served in accordance with applicable Federal Rules and local rules and procedures, with courtesy copies of any objection to be delivered to the following parties no later than five (5) days before the Final Hearing: (a) the Office of the Bankruptcy Administrator; (b) counsel to the Debtor, Silver Voit Garrett & Watkins, Stonebrook Office Park, 23210 US Highway 98, Suite B2, Fairhope, Alabama 36532, Attn: Alexandra K. Garrett (agarrett@silvervoit.com); (c) counsel to the DIP Lender—United Bank, 3100 N State St., Suite 300, Jackson, MS 39216, Attn: Jeffrey Barber (jbarber@joneswalker.com); (d) counsel to the DIP Guarantor – Poarch Band of Creek Indians, Holland & Knight LLP, 1901 Sixth Avenue North, Suite 1400, Birmingham, Alabama 35203, Attn: Eric T. Ray (eric.ray@hklaw.com) and Tyler Layne (tyler.layne@hklaw.com); and (e) counsel to the DIP Guarantor- City of Atmore, Burr & Forman, 11 N Water St #22200, Mobile, AL 36602 , Attn: Bill Wasden (bwasden@burr.com) and (f) counsel to the Authority, Harrison Willis, Cloud & Willis, LLC, 61 St. Joseph Street, Suite 800, Mobile, Alabama 36602, hwillis@cloudwillis.com.

39. Final Hearing. The Final Hearing to consider entry of the Final Order is scheduled for **August 25, 2026 at 1:30 p.m. (prevailing Central Time)**, before the Honorable Jerry C. Oldshue, United States Bankruptcy Judge for the Southern District of Alabama.

40. Notice of Final Hearing. The Debtor shall serve, by first-class mail, postage prepaid, a copy of the Motion and this Interim Order upon: (i) the Bankruptcy Administrator;

(ii) the creditors included on the Debtor's lists of twenty (20) largest unsecured creditors; (iii) counsel to the DIP Lender and United Bank; (iv) all holders of record of liens on the United Prepetition Collateral; and (v) the Committee, if any, and (vi) counsel to the Authority

41. Retention of Jurisdiction. The Court has and will retain jurisdiction to enforce this Interim Order according to its terms.

Dated: July 22, 2026

JERRY OLDSHUE
CHIEF U.S. BANKRUPTCY JUDGE

Order prepared by:

Alexandra K. Garrett, counsel for Debtor

Order reviewed by:

Mark Zimlich, Bankruptcy Administrator
Eric Ray, counsel for the Poarch Creek Band of Indians
Jeff Barber, counsel for United Bank
Bill Wasden, counsel for City of Atmore
Harrison Willis, counsel for Escambia County Health Care Authority

EXHIBIT A

DIP TERM SHEET

EXHIBIT B

INITIAL BUDGET