UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF NEW YORK

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| In re: | Chapter 11 |
| Healthcare For All Women OB/GYN, PLLC, *et al.*, | Case No.: 26-71056-spg |
| Debtors.[1] | (Jointly Administered) |

**INTERIM ORDER AUTHORIZING USE**
**OF CASH COLLATERAL THROUGH APRIL 15, 2026**

Upon the motion ("Motion")[2] [ECF No. 18] dated March 25, 2026 of Healthcare For All Women OB/GYN, PLLC, the above-captioned debtor and debtor in possession ("Debtor"), seeking authorization to use cash collateral pursuant to sections 361, 363(c) and 363(e) of title 11, United States Code (the "Bankruptcy Code"), Rule 4001(b) of the Federal Rules of Bankruptcy Procedure ("Bankruptcy Rules"), and Local Bankruptcy Rule 4001-5, (a) authorizing the Debtor's use of cash collateral ("Cash Collateral") of its first priority secured creditor, JP Morgan Chase Bank ("Chase Bank") and its second lien holder the U.S. Small Business Administration ("SBA" together with Chase Bank, "Lenders"), in accordance with the budget ("Budget"), annexed hereto as **Exhibit A**; and upon consideration of the Motion, the Declaration of Sarita Khatri In Support of First Day Motions Pursuant to Local Bankruptcy Rule 1007-4 [ECF No. 20], Affirmation Pursuant to LBR 9077-1 [ECF No. 21], and all pleadings related thereto; and upon the Order (I) Shortening Time Period For Notice And Providing For Related Relief And (II) Scheduling Expedited Hearing On First Day Motions [ECF Nos. 22, 23] and the Debtor's Affidavit of Service [ECF No. 26] in compliance with the Court's Order, and no other notice being necessary or required; and upon the appearance of Robert J. Spence, Esq., Spence Law Office, P.C., proposed counsel for the Debtor,

[1] The Debtors in these Chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are Healthcare for All Women OB/GYN, PLLC (0491), and True Health Medical, P.C. (3937).
[2] Capital terms not defined herein shall have the same meanings as set forth in the Motion.

Fred Kantrow, Esq., the Kantrow Law Group, for HPIII, Frank C. Dell'Amore, Esq., Westerman Ball, *et al*., for Dime Community Bank, and William Birmingham, Esq., on behalf of the Office of the United States Trustee, and it appearing that the relief requested in the Motion on an interim basis is in the best interests of the Debtor's estate, its creditors and other parties in interest; and after due deliberation, and for the reasons set forth at the Hearing, the transcript of which is incorporated herein; and good and sufficient cause appearing therefor, it is hereby:

**ORDERED** that **the Motion is granted on an interim basis as set forth herein**:

1. Authority to Use Cash Collateral. The Debtor is authorized to use the Cash Collateral from the Filing Date through **April 15, 2026** for customary expenditures in the ordinary course of its business, in accordance with the Budget, and to provide adequate protection to Chase Bank and the SBA, upon the terms and conditions set forth in this Order.

2. Adequate Protection Lien. To the extent of any (a) validly perfected prepetition security interest in and lien against the Debtor's cash, and (b) diminution in the value of Lenders' collateral, including Cash Collateral, Lenders are hereby granted valid, binding and enforceable post-petition replacement liens upon and security interests in all assets of the Debtor, regardless of whether such assets are acquired by the Debtor prior to the Filing Date or after the Filing Date ("Collateral") which liens, except for liens on vehicles and/or equipment (which are subject to a valid pre-petition lien senior to the Lenders as of the Filing Date), as of the Filing Date, shall be senior to all other security interests in, liens upon or claims against any of the Collateral ("Adequate Protection Lien"), subject to the Carveout (defined below). The Adequate Protection Lien shall be effective and perfected as of the Filing Date and without the necessity of the execution, recording or filing of mortgages, security agreements, pledge agreements, financing statements or other documents. The Adequate Protection Lien shall be enforceable against the Debtor, its estate and any successors thereto, including without limitation, any trustee or other estate representative

appointed in this case, or any case under Chapter 7 of the Bankruptcy Code upon the conversion of this Chapter 11 case, or in any other proceedings superseding or related to any of the foregoing. The Adequate Protection Lien shall be in same respective priority as the Lenders' liens as existed prior to the Filing Date.

3. Adequate Protection Payments. On an interim basis, and as additional adequate protection, the Debtor shall remit the sum of $731.00 to the SBA per month during the term of this Interim Order. The Debtor shall also remit up to the amounts set forth in the Budget to Chase, as adequate protection, subject to availability of such funds.

4. Carveout. The Carveout shall include (a) payment of the United States Trustee Quarterly fees pursuant to 28 U.S.C. § 1930 and interest due thereon pursuant to 37 U.S.C. § 3717; (b) payment of professional fees, subject to properly noticed applications after a hearing and entry of an order by this Court approving such applications on a final basis, to the Debtor's retained professionals; (c) fees and expenses of a Chapter 7 Trustee up to the aggregate amount of $10,000 and (c) all avoidance actions under sections 544, 545, 547, 548, 549 and 550 of the Bankruptcy Code and the proceeds thereof (collectively, "Carveout"). All rights of the Debtor and Lenders with respect to additional sums to be included in the Carveout are reserved, (and Lenders' right to object thereto) including for the fees and expenses of the Debtor's retained professionals incurred and accrued on or prior to the entry of an Order of Confirmation (or a termination event as a result of an uncured Event of Default) to the extent that the amounts are approved by the Bankruptcy Court upon proper notice and motion. The Carveout shall be paid and satisfied solely to the extent of any Cash Collateral remaining in the Debtor's estate and Lenders shall have no independent obligation to fund or pay the Carveout. The Adequate Protection Lien shall not attach to the Carveout as defined herein. Lenders shall not be subject to the equitable doctrine of "marshalling" or any similar doctrine with respect to any collateral.

4. No expenses of administration of the case or any future proceeding that may result therefrom, including liquidation in bankruptcy or other proceedings under the Bankruptcy Code, shall be charged against or recovered from Lenders collateral pursuant to section 506(c) of the Bankruptcy Code or any similar principle of law without the prior written consent of the Lenders, and no such consent shall be implied from any other action, inaction, or acquiescence by the Lenders.

5. Notwithstanding any termination of the Debtor's authorization to use Cash Collateral, the provisions of this Interim Order and any actions taken pursuant thereto shall survive the entry of any subsequent order which may be entered confirming any plan(s) of reorganization with respect to the Debtor, appointing a Chapter 11 trustee or examiner with expanded powers for the Debtor, or converting this case from Chapter 11 to Chapter 7 of the Bankruptcy Code. The terms and provisions of this Interim Order, as well as the priorities, liens, and security interests created hereunder, shall continue in this or any superseding case, and such liens and security interests shall maintain their priority provided for by this Interim Order until satisfied and discharged in full.

6. Modification of Automatic Stay. The automatic stay provisions of section 362 of the Bankruptcy Code are hereby modified to permit (a) the Debtor to implement and perform the terms of this Interim Order, and (b) the Debtor to create and Lenders to perfect, to the extent permitted, the Adequate Protection Lien granted hereunder, and Lenders shall not be required to file a UCC financing statement or other instrument with any other filing authority to perfect the Adequate Protection Lien granted by this Order or to take any other actions to perfect such Adequate Protection Lien, which shall be deemed automatically perfected by the docketing of this Order by the Clerk of the Court. If however, Lenders elect for any reason to file, record or serve any such financing statement or other document with respect to the Adequate Protection Lien, the

Debtor shall execute same upon the request of the Lenders and the filing, recording or service thereof (as the case may be) shall be deemed to have been made on the Filing Date; provided that any stay relief with respect to the exercise of remedies shall be in accordance with such provisions below or as otherwise ordered by the Court.

7. Except to the extent permitted herein, the Debtor shall not sell, transfer, lease, encumber or otherwise dispose of any portion of the Collateral, including any **C**ash **C**ollateral, without the prior written consent of the Lenders (and no such consent shall be implied, from any other action, inaction or acquiescence by the Lenders) and an order of this Court.

8. The Debtor shall promptly provide to Lenders any and all financial information reasonably requested by Lenders and shall permit Lenders, upon prior reasonable notice, to review its books and records with respect to the subject matter of this Interim Order, and make copies thereof during normal business hours.

9. Events of Default. The occurrence of any of the following events, unless waived by Lenders in writing, shall constitute an event of default and immediately terminate the Debtor's limited authorization under this Interim Order to use Cash Collateral (collectively, the "Events of Default"), to the extent such Event of Default is not cured by the Debtor within ten (10) business days following delivery of written notice of such default (by e-mail and overnight delivery) to the Debtor's proposed counsel, and the Office of the United States Trustee, provided, however, that the Debtor may seek a hearing before the Court on an emergency basis to seek relief:

(a) Failure of the Debtor to comply with the terms of this Interim Order, including the Debtor's failure to timely make the payments to Lenders on the first business day of each successive month in the amounts provided in the Budget;

(b) Any default under the Chase loan documents other than the default arising from the filing of the Debtor's bankruptcy case;

(c) Use by the Debtor of Cash Collateral for any expenditures that exceed 115% of the listed expenditure in the Budget without obtaining written consent from Lenders;

(d) Except as set forth herein, the entry of any order by the Court granting relief from or modifying the automatic stay; and/or

(e) Dismissal of this Chapter 11 case or conversion of this Chapter 11 case to a Chapter 7 case, or appointment of a Chapter 11 trustee, or examiner with enlarged powers, or other responsible person;

(f) Entry of an order of this Court terminating this Interim Order;

(g) Reversal or vacatur of this Interim Order; and/ or

(h) The Debtor granting, creating, incurring or suffering to exist any postpetition liens or security interests, overdrafts other than those granted pursuant to this Interim Order.

10. Reservation of Rights and Bar of Challenges and Claims. The rights of any creditor, party in interest, Committee (if applicable) or trustee, to dispute or challenge the validity, perfection, extent, amount and priority of Lenders' claims and liens are expressly preserved.

11. 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, equity holder or any direct, indirect, or incidental beneficiary.

12. No Liability to Third Parties. Under the terms set forth herein or in taking any other actions related to this Interim Order, Lenders (i) shall have no liability to any third party and shall not be deemed to be in control of the operations of the Debtor or to be acting as a "controlling person," "responsible person" or "owner or operator" with respect to the operation or management of the Debtor, and (ii) shall not owe any fiduciary duty to the Debtor, its creditors or its estate. Lenders relationship with the Debtor shall not constitute or be deemed to constitute a joint venture or partnership with the Debtor.

13. 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: (a) the Lenders right to seek any other or supplemental relief in respect of the Debtor, including the right to seek additional adequate protection (without prejudice to any other person's right to object to or otherwise oppose such additional adequate protection); or (b) any of the rights of Lenders under the Bankruptcy Code or under non-bankruptcy law, including, without limitation, the right to request modification of the automatic stay of section 362 of the Bankruptcy Code.

14. Authorization. The form of this Interim Order has been reviewed and approved by counsel to Chase Bank, and the office of the United States Trustee.

15. Survival. The provisions of this Interim Order and any actions taken pursuant hereto shall survive entry of any order that may be entered: (a) confirming any Chapter 11 plan in this case; (b) converting this Chapter 11 case to a case under Chapter 7 of the Bankruptcy Code; (c) dismissing this Chapter 11 case; or (d) pursuant to which this Court abstains from hearing this Chapter 11 case.

16. The terms and conditions of this Interim Order shall be immediately effective and enforceable upon its entry.

17. The Court shall retain jurisdiction with respect to all matters arising from or related to the implementation or interpretation of this Interim Order.

18. A further interim hearing on the Motion shall be held before the Court on **April 14, 2026 at 3:00 p.m.** On or before **April 2, 2026** the Debtor shall serve a copy of this Order via electronic mail (to the extent known) and first-class mail upon Lenders and their counsel (if known), the U.S. Trustee, the Debtor's twenty largest general unsecured creditors, any notice of appearance party, and any party that filed an objection to the Motion and/or entry of this Interim Order. The Debtor shall file with the Court an affidavit of service of this Interim Order on or before **April 6, 2026**.

19. Objections to the relief requested in the Motion shall be filed with the Court and served upon (a) proposed counsel to the Debtor, (b) Lenders and their counsel (if known), (c) the U.S. Trustee, (d) the Debtor's twenty largest general unsecured creditors, (e) any notice of appearance party, and (f) any party that filed an objection to the Motion and/or entry of this Interim Order so as to be received on or before **April 9, 2026 at 4:00 p.m**.

**Dated: Central Islip, New York**
**April 2, 2026**

Sheryl P. Giugliano
United States Bankruptcy Judge