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PROPOSED COUNSEL TO THE DEBTORS
AND DEBTORS IN POSSESSION

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

In re:

Northwest Senior Housing Corporation, *et al.*,¹

Debtors.

Chapter 11

Case No. 22-30659 (MVL)

(Joint Administration Requested)

**DEBTORS' MOTION FOR ENTRY OF INTERIM
AND FINAL ORDERS (I) PROHIBITING UTILITY PROVIDERS
FROM ALTERING, REFUSING, OR DISCONTINUING SERVICE,
(II) DEEMING THE UTILITY PROVIDERS ADEQUATELY ASSURED
OF FUTURE PERFORMANCE, AND (III) ESTABLISHING PROCEDURES
FOR DETERMINING REQUESTS FOR ADDITIONAL ADEQUATE ASSURANCE**

The above-captioned debtors and debtors in possession (the “**Debtors**”) hereby move (the “**Motion**”) for entry of an interim order (the “**Proposed Interim Order**”) and a final order (the “**Proposed Final Order**”), substantially in the forms attached hereto as Exhibit A and Exhibit B, respectively, pursuant to Sections 105(a), 363, and 366 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the “**Bankruptcy Code**”) and Rules 6003 and 6004 of the Federal Rules of

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are Northwest Senior Housing Corporation (1278) and Senior Quality Lifestyles Corporation (2669). The Debtors’ mailing address is 8523 Thackery Street, Dallas, Texas 75225.



Bankruptcy Procedure (the “**Bankruptcy Rules**”), (i) prohibiting the Debtors’ Utility Providers (as defined herein) from altering, refusing, or discontinuing service, (ii) deeming the Debtors’ Utility Providers adequately assured of future performance, (iii) establishing procedures for determining requests for additional adequate assurance by the Debtors’ Utility Providers, and (iv) granting related relief, including scheduling a hearing to consider approval of the Motion on a final basis (the “**Final Hearing**”). In support of the Motion, the Debtors rely upon the *Declaration of Nick Harshfield in Support of the Debtors’ Chapter 11 Petitions and First Day Pleadings* (the “**First Day Declaration**”),² filed concurrently herewith. In further support of this Motion, the Debtors respectfully state as follows:

JURISDICTION AND VENUE

1. The Court has jurisdiction over these cases pursuant to 28 U.S.C. § 1334. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2), and the Debtors confirm their consent to the entry of a final order or judgment by the Court in connection with this Motion if it is determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

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

3. The statutory and other predicates for the relief requested herein are Bankruptcy Code Sections 105(a), 363 and 366 and Bankruptcy Rules 6003 and 6004.

² Capitalized terms used but not defined in this Motion shall have the meanings given to them in the First Day Declaration.

BACKGROUND

4. On the date hereof (the “**Petition Date**”), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Northern District of Texas (the “**Court**”).

5. The Debtors continue to operate and manage their business as debtors in possession pursuant to Bankruptcy Code Sections 1107(a) and 1108.

6. No trustee, examiner, or official committee of unsecured creditors has been appointed.

7. The factual background regarding the Debtors and the events leading to the filing of the above-referenced chapter 11 cases (the “**Chapter 11 Cases**”) is set forth in the First Day Declaration, which is incorporated herein by reference.

RELIEF REQUESTED

8. By this Motion, the Debtors request entry of the Proposed Interim Order and the Proposed Final Order, substantially in the forms of Exhibit A and Exhibit B, respectively, (i) prohibiting the Utility Providers from altering, refusing, or discontinuing service, (ii) deeming the Utility Providers adequately assured of future performance, (iii) establishing procedures for determining requests for additional adequate assurance by the Utility Providers, and (iv) granting related relief, including scheduling the Final Hearing.

FACTUAL BACKGROUND

9. To operate their business, the Debtors obtain various utility services, including but not limited to electricity, gas, water, sewer, telephone, other telecommunications services such as cable, and other similar types of services (each, a “**Utility Service**” and collectively, the “**Utility Services**”) from approximately nine (9) utility providers (each, a “**Utility Provider**” and collectively, the “**Utility Providers**”). A list identifying the Utility Providers and utility accounts

provided by such Utility Providers (the “**Utility Services List**”) is attached to each of the Proposed Interim Order and Proposed Final Order as Exhibit 1 and incorporated herein by reference.

10. Prior to the Petition Date, the Debtors spent an average of approximately \$105,700 in aggregate each month on account of Utility Services. The Debtors’ average monthly utility payment to each Utility Provider is set forth on the Utility Services List.

11. The Debtors expect to have access to funding sufficient to pay utility obligations as they come due.

BASIS FOR RELIEF

I. Section 366(a) Prohibits a Utility Company from Altering or Discontinuing Services Due to Accounts Owed on Prepetition Invoices.

12. Bankruptcy Code Section 366 supports the relief requested in this Motion. It provides, in pertinent part, as follows:

(a) Except as provided in subsections (b) and (c) of this section, a utility may not alter, refuse, or discontinue service to, or discriminate against, the trustee or the debtor solely on the basis of the commencement of a case under this title or that a debt owed by the debtor to such utility for service rendered before the order for relief was not paid when due.

(b) Such utility may alter, refuse, or discontinue service if neither the trustee nor the debtor, within 20 days after the date of the order for relief, furnishes adequate assurance of payment, in the form of a deposit or other security, for service after such date. On request of a party in interest and after notice and a hearing, the court may order reasonable modification of the amount of the deposit or other security necessary to provide adequate assurance of payment.

* * *

(c)(2) Subject to paragraphs (3) and (4), with respect to a case filed under chapter 11, a utility referred to in subsection (a) may alter, refuse, or discontinue utility service, if during the 30-day period beginning on the date of the filing of the petition, the utility does not receive from the debtor or the trustee adequate assurance of payment for utility service that is satisfactory to the utility.

11 U.S.C. § 363.

13. Bankruptcy Code Section 366 applies to entities providing electricity, gas, oil, water, trash removal, and/or telephone services, as well as any other entity that supplies services that cannot be readily obtained or replaced elsewhere, or which constitutes a monopoly with respect to the services it provides to a debtor. *See In re Darby*, 470 F.3d 573, 574 (5th Cir. 2006) (clarifying those service providers that qualify as “utilities” under section 366); *In re Northwest Recreational Activities, Inc.*, 8 B.R. 7, 9 (Bankr. N.D. Ga. 1980) (discussing section 366’s application to “utilities”); *In re Lucre, Inc.*, 333 B.R. 151, 154 (Bankr. W.D. Mich. 2005) (finding that entities providing energy and telephone services were utilities under Bankruptcy Code Section 366); *In re Woodland Corp.*, 48 B.R. 623, 624–25 (Bankr. D.N.M. 1985) (finding that section 366 applied to electricity company that provided electrical services to debtor).

14. Bankruptcy Code Section 366 protects a debtor against the immediate termination of utility services after it files for bankruptcy. Pursuant to this section, a utility may not, during the first twenty (20) days of the case, alter, refuse, or discontinue services to a debtor in a chapter 11 case solely because of unpaid prepetition amounts. However, the utility may do so thereafter unless the debtor furnishes “adequate assurance” of payment. *See In re Great Atl. & Pac. Tea Co.*, No. 11-CV-1338, 2011 WL 5546954, at *5 (S.D.N.Y. Nov. 14, 2011) (section 366(c) requires that a debtor provides adequate assurance of payment); *In re Beach House Prop., LLC*, No. 08-11761-BKC-RAM, 2008 WL 961498, at *1 (Bankr. S.D. Fla. Apr. 8, 2008) (same).

15. If the Utility Providers are permitted to terminate service after the Petition Date, the Debtors would be unable to operate their business to the severe detriment of their estates, Residents, creditors, and employees. The Debtors would accordingly be forced to pay whatever amounts are demanded by the Utility Providers or face the cessation of essential utility services, and, ultimately, their operations. The rights of the Utility Providers will not be prejudiced should

the relief requested in this Motion be granted as they will be adequately assured of payment and will have a procedure for seeking additional adequate assurance as needed.

II. The Debtors Have Proposed Adequate Assurance.

16. The term “adequate assurance” under Bankruptcy Code Section 366(c)(1)(A) means “(i) a cash deposit; (ii) a letter of credit; (iii) a certificate of deposit; (iv) a surety bond; (v) a prepayment of utility consumption; or (vi) another form of security that is mutually agreed on between the utility and the debtor or the trustee.” 11 U.S.C. § 366(c)(1)(A); *see also In re Syroco Inc.*, 374 B.R. 60 (Bankr. D.P.R. 2007) (deposit consisting of cost of two weeks’ service was “adequate assurance” under Bankruptcy Code Section 366); *In re Bake-Line Grp., LLC*, 312 B.R. 48, 50 (Bankr. D. Del. 2004) (finding that Bankruptcy Code Section 366 suggests that utilities be given adequate assurance of payment, such as a deposit).

17. Although the form of adequate assurance of payment may be limited under subsection 366(c) to the types of security enumerated in Bankruptcy Code Section 366(c)(1)(A), the amount of the deposit or other form of security remains fully within the reasonable discretion of the court. *See In re Cont’l Common, Inc.*, Case No. 3:10-CV-2591-O, 2011 WL 13238210, at *5 (N.D. Tex. Feb. 14, 2011) (“Accordingly, ‘bankruptcy courts must be afforded reasonable discretion in determining what constitutes ‘adequate assurance’ of payment for continuing utility services.”) (quoting *In re Utica Floor Maintenance, Inc.*, 25 B.R. 1010, 1013 (N.D.N.Y. 1982)); *Virginia Elect. & Power Co. v. Caldor, Inc.-NY (In re Caldor, Inc.)*, 117 F.3d 646, 650 (2d Cir. 1997) (same); *In re Circuit City Stores*, No. 08-35683, 2009 WL 484553, at *4 (Bankr. E.D. Va. Jan. 14, 2009) (stating that courts have discretion under section 366(c) to determine the amount of adequate payments or collateral required to a utility company); *In re Beach House Prop.*, 2008 WL 961498, at *1 (“[u]nder § 366(c)(2), the debtor must pay what the utility demands, unless the court orders otherwise”) (quoting 3 Collier on Bankruptcy ¶ 366.03[2] (rev. 15th ed. 2006)).

18. It is well established that the requirement that a utility provider receive adequate assurance of payment does not require a guarantee of payment. *See, e.g., In re Cont'l Common, Inc.*, at *5 (citing *In re George C. Frye Co.*, 7 B.R. 856, 858 (Bankr. D. Me. 1980)); *In re Adelphia Bus. Solutions, Inc.*, 280 B.R. 63, 80 (Bankr. S.D.N.Y. 2002) (“In determining adequate assurance, a bankruptcy court is not required to give a utility company the equivalent of a guaranty of payment, but must only determine that the utility is not subject to an unreasonable risk of nonpayment for post-petition services.”); *In re Anchor Glass Container Corp.*, 342 B.R. 872, 875 (Bankr. M.D. Fla. 2005). Instead, the protection granted to a utility is intended to avoid exposing the utility to an unreasonable risk of nonpayment. *In re Astle*, 338 B.R. 855, 860–61 (Bankr. D. Idaho 2006). Whether a utility is subject to an unreasonable risk of nonpayment must be determined from the facts and circumstances of each case. *See Anchor Glass Container Corp.*, 342 B.R. at 875; *see generally In re Keydata Corp.*, 12 B.R. 156, 158 (1st Cir. B.A.P. 1981).

19. The essence of the Court’s inquiry is an examination of the totality of the circumstances to make an informed judgment as to whether utilities will be subject to an unreasonable risk of nonpayment for post-petition services. *In re Cont'l Common, Inc.*, 2011 WL 13238210, at *5 (“The type of arrangement that constitutes adequate assurance of future payment is a fact-intensive inquiry, determined under the individual circumstances of the case Section 366 requires a determination that a utility is not subject to unreasonable risk of nonpayment . . .”) (quoting *In re Anchor Glass Container Corp.*, 342 B.R. at 875); *Adelphia*, 280 B.R. at 82–83; *In re Magnesium Corp. of Am.*, 278 B.R. 698, 714 (Bankr. S.D.N.Y. 2002) (“In deciding what constitutes adequate assurance in a given case, a bankruptcy court must focus upon the need of the utility for assurance, and to require that the debtor supply no more than that, since the debtor almost

performer has a conflicting need to conserve scarce financial resources.”) (internal quotation omitted).

20. Here, the Debtors propose to put an amount equal to \$52,850 (the “**Deposit**”) into a separate account (the “**Utility Deposit Account**”), which is equal to two weeks’ worth of payments to each Utility Provider, to be held for the exclusive purpose of paying the Utility Services. Further, the Debtors have budgeted for all of the post-petition obligations of the Utility Providers. The Debtors submit that establishing the Utility Deposit Account, in conjunction with the Debtors’ ability to pay for future Utility Services in the ordinary course of business, constitutes adequate assurance of payments to the Utility Providers.

21. The Deposits may be adjusted by the Debtors if the Debtors: (a) terminate any of the Utility Services provided by a Utility Provider; (b) makes other arrangements with certain Utility Providers for adequate assurance of payment; (c) determines that an entity listed on the Utility Services List is not a utility as defined by Bankruptcy Code Section 366; or (d) supplements the Utility Services List to include additional Utility Providers. The Debtors propose that the Deposits be maintained until the earlier of (a) entry of an order of the Court authorizing the return of any Deposit to the Debtors or (b) the effective date of a chapter 11 plan in the Chapter 11 Cases.

22. To the extent the Debtors become delinquent with respect to a Utility Provider’s account, such Utility Provider shall file a notice of such delinquency (the “**Delinquency Notice**”) with the Court and serve such notice on (a) the Debtors, (b) counsel to the Debtors, (c) counsel to UMB Bank, N.A., in its capacity as Master Trustee and Indenture Trustee under the Edgemere Bonds (the “**Trustee**”), and (d) the Office of the United States Trustee for the Northern District of Texas (the “**U.S. Trustee**”) (collectively, the “**Notice Parties**”). If the Debtors have not cured such delinquency and no Notice Party has objected to the Delinquency Notice within ten (10) days of

the receipt of the Delinquency Notice, then the Debtors shall remit to such Utility Provider from the Utility Deposit Account the lesser of: (a) the Deposit for such Utility Provider; or (b) the amount of post-petition charges claimed as delinquent in the Delinquency Notice.

III. The Additional Adequate Assurance Procedures

23. The Debtors also propose to establish reasonable procedures (the “**Procedures**”) by which the Utility Providers may request additional adequate assurance of future payment if a Utility Provider believes that the establishment of the Utility Deposit Account and Deposits, in conjunction with the Debtors’ budgeted ability to pay for future Utility Services, does not provide it with satisfactory adequate assurance. The proposed Procedures are as follows:

- a. Absent any further order of this Court and except as otherwise provided herein, the Utility Providers may not alter, refuse, or discontinue service to, or discriminate against the Debtors on account of the commencement of the Chapter 11 Cases or any unpaid prepetition charges, or request payment of a deposit or receipt of other security in connection with any unpaid prepetition charges;
- b. The Debtors will serve this Motion and any order granting this Motion (an “**Order**”), if granted by the Court, via first-class mail, within three (3) business days after the date that the Proposed Interim Order or Proposed Final Order is entered by the Court on all Utility Providers identified in Exhibit 1 attached to such order; provided that for any Utility Provider that may have been omitted from Exhibit 1, the Debtors shall have the right to supplement such list of Utility Providers and shall promptly provide notice of the Order upon learning of such Utility Provider;
- c. In the event that a Utility Provider maintains that the Deposit is not satisfactory adequate assurance of payment as contemplated by Bankruptcy Code Section 366(c)(2), a Utility Provider may submit a written request for additional assurance of payment (the “**Additional Assurance Request**”) by submitting such request to Polsinelli PC, 2950 N. Harwood, Suite 2100, Dallas, Texas 75201 (attn: Trinitee G. Green) and 600 3rd Avenue, 42nd Floor, New York, New York 10016 (attn: Jeremy R. Johnson and Brenna A. Dolphin) on or before fifteen (15) days after service of the entered Interim Order on such Utility Provider(the “**Additional Assurance Request Deadline**”), with a copy to counsel to the Bond Trustee;

- d. Any Additional Assurance Request must: (a) be in writing; (b) set forth the location for which utility services are provided; (c) include a summary of the Debtors' payment history relevant to the affected account(s), including any security deposits or other prepayments or assurances previously provided by the Debtors; (d) describe in sufficient detail the reason(s) why the treatment afforded pursuant to the procedures set forth herein does not constitute satisfactory adequate assurance of payment; (e) include a proposal for what treatment would constitute adequate assurance of payment from the Debtors, along with an explanation of why such proposal is reasonable; and (f) provide an e-mail address to which the Debtors may respond to the Additional Assurance Request;
- e. If a Utility Provider makes a timely Additional Assurance Request that the Debtors believe is reasonable, then the Debtors shall be authorized in their sole discretion to comply with such request without further order of the Court;
- f. If the Debtors believe that the Additional Assurance Request is unreasonable, then the Debtors will schedule a hearing to determine the adequate assurance to such Utility Provider as necessary at the next omnibus hearing scheduled in the Chapter 11 Cases (the "**Determination Hearing**");
- g. Pending resolution of that issue at any such Determination Hearing, any Utility Provider making an Additional Assurance Request shall be prohibited from altering, refusing, or discontinuing service to the Debtors;
- h. Any Utility Provider that does not serve an Additional Assurance Request by the Additional Assurance Request Deadline shall be deemed to have consented to and be bound by the procedures and amount of the Deposit provided by the Debtors; and
- i. A Utility Provider shall be deemed to have adequate assurance of payment unless and until a future order of this Court is entered requiring further adequate assurance of payment.

24. Although the Debtors believe that the Utility Services List is complete, the Debtors request authority, without further order of the Court, to supplement the Utility Services List if any Utility Provider has been omitted inadvertently. If the Debtors supplement the Utility Services List subsequent to the filing of this Motion, the Debtors will promptly serve a copy of this Motion and

the Order on any Utility Provider that is added to the Utility Services List by such a supplement (the “**Supplemental Service**”).

25. Concurrently with the Supplemental Service, the Debtors will: (a) file with the Court a supplement to the Utility Services List adding the name of the Utility Provider so served; (b) serve a copy of such filing on the Notice Parties (as defined below); and (c) increase the amount in the Utility Deposit Account to include a two-week deposit for the new Utility Provider.

26. The additional Utility Provider shall have fifteen (15) days after the date of Supplemental Service to make an Additional Assurance Request. If such an Additional Assurance Request is made, the Debtors shall abide by the Procedures set forth above, as applicable. Pending resolution of any Determination Hearing relating to an Additional Assurance Request, the Debtors seek an order prohibiting any such Utility Provider from altering, refusing, or discontinuing Utility Services to the Debtors.

27. The relief sought herein is similar to the relief granted in other chapter 11 cases filed in this district. *See, e.g., In re Tuesday Morning*, Case No. 20-31476 (HDH) (Bankr. N.D. Tex. July 14, 2020) [Docket No. 450] (authorizing debtors to (i) pay pre- and post-petition utility invoices, and (ii) set up a deposit account with a minimum balance equal to 50% of the debtors’ estimated monthly utility costs as adequate assurance); *In re Yuma Energy, Inc., et al.*, Case No. 20-41455 (MXM) (Bankr. N.D. Tex. April 16, 2020) [Docket No. 30] (approving adequate assurance in the form of a deposit equal to one-half the average monthly utility costs); *In re The LaSalle Grp., Inc.*, Case No. 19-31484 (SGJ) (Bankr. N.D. Tex. June 17, 2019) [Docket No. 91] (same); *In re PHI, Inc.*, Case No. 19-30923 (HDH) (Bankr. N.D. Tex. May 10, 2019) [Docket No. 428] (same); *In re SAS Healthcare, Inc.*, Case No. 19-40401 (MXM) (Bankr. N.D. Tex. Feb. 6, 2019) [Docket No. 49] (same); *In re Erickson Inc.*, Case No. 16-34393 (HDH) (Bankr. N.D. Tex.

Dec. 5, 2016) [Docket No. 139] (same); *In re Forest Park Med. Ctr. At Southlake, LLC*, Case No. 16-40273 (RFN) (Bankr. N.D. Tex. Feb. 2, 2016) [Docket No. 75] (same).

IV. Bankruptcy Rule 6003 Has Been Satisfied and Bankruptcy Rule 6004 Should Be Waived

28. Certain isolated aspects of the relief requested herein may, if granted, be subject to Bankruptcy Rule 6003. Pursuant to Bankruptcy Rule 6003, as court may grant such relief if it is necessary to avoid immediate and irreparable harm. The Debtors submit that facts set forth herein demonstrate that the relief requested is necessary to avoid immediate and irreparable harm to the Debtors, and, thus, Bankruptcy Rule 6003 has been satisfied.

29. Additionally, to the extent that any aspect of the relief sought herein constitutes a use of property under Bankruptcy Code Section 363(b), the Debtors seek a waiver of the fourteen-day stay under Bankruptcy Rule 6004(h). As described above, the relief that the Debtors seek in this Motion is immediately necessary in order for the Debtors to be able to continue to operate their business and preserve the value of their estates. The Debtors thus submit that the requested waiver of the fourteen-day stay imposed by Bankruptcy Rule 6004(h) is appropriate.

RESERVATION OF RIGHTS

31. Nothing contained herein is intended or should be construed as an admission of the validity of any claim against the Debtors; a waiver of the Debtors' right to dispute any claim; or an approval, assumption, or rejection of any agreement, contract, or lease under Bankruptcy Code Section 365. Likewise, if this Court grants the relief sought herein, any payment made pursuant to the Court's order is not intended and should not be construed as an admission as to the validity of any claim or a waiver of the Debtors' right to dispute such claim subsequently.

NOTICE

32. Notice of this Motion will be provided to: (a) the U.S. Trustee; (b) the holders of the thirty (30) largest unsecured claims against the Debtors on an aggregate basis; (c) UMB Bank, N.A., as Trustee and counsel thereto; (d) Lifespace Communities, Inc. and counsel thereto; (e) the United States Attorney's Office for the Northern District of Texas; (f) the Internal Revenue Service; (g) the United States Department of Justice; (h) the Texas State Attorney General; (i) the United States Securities and Exchange Commission; (j) the Utility Providers; and (k) any party that has requested notice pursuant to Bankruptcy Rule 2002.

33. The Debtors respectfully submit that such notice is sufficient and that no further notice of this Motion is required.

NO PRIOR REQUEST

34. No previous request for the relief sought herein has been made by the Debtors to this Court or any other court.

[Remainder of page intentionally left blank]

WHEREFORE, the Debtors respectfully request that the Court enter the Proposed Interim Order and Proposed Final Order, substantially in the forms attached hereto as Exhibit A and Exhibit B, respectively, granting the relief requested in the Motion and such other and further relief as may be just and proper.

Dated: April 14, 2022
Dallas, Texas

POLSINELLI PC

/s/ Trinitee G. Green

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– and –

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**PROPOSED COUNSEL TO THE DEBTORS
AND DEBTORS IN POSSESSION**

Exhibit A

Proposed Interim Order

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

In re:

Northwest Senior Housing Corporation, *et al.*,¹

Debtors.

Chapter 11

Case No. 22-30659 (MVL)

(Jointly Administered)

**INTERIM ORDER (I) PROHIBITING UTILITY PROVIDERS
FROM ALTERING, REFUSING, OR DISCONTINUING SERVICE,
(II) DEEMING THE UTILITY PROVIDERS ADEQUATELY ASSURED
OF FUTURE PERFORMANCE, AND (III) ESTABLISHING PROCEDURES
FOR DETERMINING REQUESTS FOR ADDITIONAL ADEQUATE ASSURANCE**

Upon the motion (the “**Motion**”)² of the debtors and debtors in possession in the above-captioned chapter 11 cases (the “**Debtors**”) for entry of an interim order (this “**Interim Order**”), pursuant to Bankruptcy Code Sections 105(a), 363, and 366 and Bankruptcy Rules 6003 and 6004 (i) prohibiting the Debtors’ Utility Providers from altering, refusing, or discontinuing service, (ii)

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are Northwest Senior Housing Corporation (1278) and Senior Quality Lifestyles Corporation (2669). The Debtors’ mailing address is 8523 Thackery Street, Dallas, Texas 75225.

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

deeming the Debtors' Utility Providers adequately assured of future performance, (iii) establishing procedures for determining requests for additional adequate assurance by the Debtors' Utility Providers, and (iv) granting related relief, including scheduling a hearing to consider approval of the Motion of a final basis (the "**Final Hearing**"); and upon consideration of the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334; and this matter being a core proceeding within the meaning of 28 U.S.C. § 157(b)(2); and this Court being able to issue a final order consistent with Article III of the United States Constitution; and venue of this proceeding and the Motion in this District being proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estate, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Motion and the opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court; and all objections, if any, to the Motion having been withdrawn, resolved or overruled; and this Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The relief requested in the Motion is GRANTED on an interim basis as set forth herein.

2. The Final Hearing on the Motion shall be held on _____, 2022 at ____:____ __.m., prevailing Central Time. Any objections or responses to entry of a final order (the "**Final Order**") on the Motion shall be filed with the Court and served on the following parties at least seven (7) days prior to the commencement of the Final Hearing: (a) the Debtors, 8523 Thackery

Street, Dallas, TX 75225 (attn: Nick Harshfield); (b) proposed counsel to the Debtors, Polsinelli PC, 2950 N. Harwood, Suite 2100, Dallas, TX 75201 (attn: Trinitee G. Green) and 600 3rd Avenue, 42nd Floor, New York, NY 10016 (attn: Jeremy R. Johnson and Brenna A. Dolphin); (c) the Office of the United States Trustee for the Northern District of Texas (Dallas Division), Earle Cabell Federal Building, 1100 Commerce Street, Room 976, Dallas, TX 75242; (d) counsel to UMB Bank N.A., as Trustee, Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C., One Financial Center, Boston, MA 02111 (attn: Daniel Bleck); (e) counsel to Lifespace Communities, Inc., Dorsey & Whitney LLP, 801 Grand Avenue, Suite 4100, Des Moines, IA 50309 (attn: David D. Grossklaus) and Perkins Coie LLP, 110 North Wacker Drive, 34th Floor, Chicago, IL 60606 (attn: Eric E. Walker); (f) counsel to any statutory committee appointed in this chapter 11 case; and (g) any party that has requested notice pursuant to Bankruptcy Rule 2002.

3. The Debtors are authorized, but not directed, to maintain prepetition relationships and practices with respect to the Utility Providers.

4. Subject to the Procedures described below, no Utility Provider may (a) alter, refuse, terminate, or discontinue services to and/or discriminate against the Debtors on the basis of the commencement of the Chapter 11 Cases or on account of outstanding prepetition invoices; or (b) require additional payment of a deposit or receipt or any other security for continued services other than the adequate assurance Deposit, as a result of the Chapter 11 Cases or any unpaid prepetition invoices as a condition to the Debtors receiving such utility services (except subject to the Procedures established in this Motion).

5. The Debtors shall provide notice, via first-class mail, of this Interim Order within three (3) business days of entry of this Interim Order on (a) all Utility Providers identified as

Exhibit 1 attached to this Interim Order (the “**Utility Services List**”); (b) the U.S. Trustee; (c) the Debtors’ thirty (30) largest unsecured creditors; and (iv) counsel for Trustee.

6. Within fifteen (15) days of the Petition Date, the Debtors shall deposit an amount equal to two weeks of the average monthly cost for the Utility Services as set forth on Exhibit 1 to this Interim Order (unless any Utility Provider agrees in writing to a lesser amount, is paid in advance for Utility Services, or already holds a deposit for the Utility Services—in which case, the deposit on account of such Utility Service was reduced by the amount of the deposit or prepayment) in the Utility Deposit Account for the benefit of the Utility Providers.

7. Except as provided herein with respect to the rights of the Utility Providers, no creditor of the Debtors shall have any interest in or lien on the Deposit or the Utility Deposit Account.

8. The Deposit may be adjusted by the Debtors if the Debtors: (a) terminate any of the Utility Services provided by a Utility Provider; (b) makes other arrangements with certain Utility Providers for adequate assurance of payment; (c) determines that an entity listed on the Utility Services List is not a utility as defined by Bankruptcy Code Section 366; or (d) supplements the Utility Services List to include additional Utility Providers (as described below). The Deposit shall be maintained until the earlier or (i) entry of an order of the Court authorizing the return of the Deposit to the Debtors or (ii) the effective date of the chapter 11 plan in the Chapter 11 Cases.

9. To the extent the Debtors become delinquent with respect to a Utility Provider’s account, such Utility Provider shall file the Delinquency Notice with the Court and serve such notice on (a) the Debtors, (b) proposed counsel to the Debtors, (c) counsel to the Bond Trustee, and (d) the U.S. Trustee (collectively, the “**Notice Parties**”). If the Debtors have not cured such delinquency and no Notice Party has objected to the Delinquency Notice within ten (10) days of

the receipt of the Delinquency Notice, then the Debtors shall remit to the Utility Provider from the Deposit the lesser of: (a) the amount allocated in the Deposit for such Utility Provider's account and (b) the amount of post-petition charges claimed as delinquent in the Delinquency Notice.

10. The following adequate assurance procedures (the "**Procedures**") are approved in all respects:

- a. Absent any further order of this Court and except as otherwise provided herein, the Utility Providers may not alter, refuse, or discontinue service to, or discriminate against the Debtors on account of the commencement of the Chapter 11 Cases or any unpaid prepetition charges, or request payment of a deposit or receipt of other security in connection with any unpaid prepetition charges;
- b. The Debtors will serve the Motion and this order granting the Motion on an interim basis (the "**Interim Order**") via first-class mail, within three (3) business days after the date this Interim Order is entered by the Court on all Utility Providers identified in Exhibit 1 attached hereto; provided that for any Utility Provider that may have been omitted from Exhibit 1, the Debtors shall have the right to supplement such list of Utility Providers and shall promptly provide notice of the Interim Order upon learning of such Utility Provider;
- c. In the event that a Utility Provider maintains that the Deposit is not satisfactory adequate assurance of payment as contemplated by Bankruptcy Code Section 366(c)(2), a Utility Provider may submit a written request for additional assurance of payment (the "**Additional Assurance Request**") by submitting such request to Polsinelli PC, 2950 N. Harwood, Suite 2100, Dallas, Texas 75201 (attn: Trinitee G. Green) and 600 3rd Avenue, 42nd Floor, New York, New York 10016 (attn: Jeremy R. Johnson and Brenna A. Dolphin) on or before fifteen (15) days after service of the entered Interim Order on such Utility Provider (the "**Additional Assurance Request Deadline**"), with a copy to counsel to the Bond Trustee;
- d. Any Additional Assurance Request must: (i) be in writing; (ii) set forth the location for which utility services are provided; (iii) include a summary of the Debtors' payment history relevant to the affected account(s), including any security deposits or other prepayments or assurances previously provided by the Debtors; (iv) describe in sufficient detail the reason(s) why the treatment afforded pursuant to the procedures set forth herein does not constitute satisfactory

adequate assurance of payment; (v) include a proposal for what treatment would constitute adequate assurance of payment from the Debtors, along with an explanation of why such proposal is reasonable; and (vi) provide an e-mail address to which the Debtors may respond to the Additional Assurance Request;

- e. If a Utility Provider makes a timely Additional Assurance Request that the Debtors believe is reasonable, then the Debtors shall be authorized in their sole discretion to comply with such request without further order of the Court;
- f. If the Debtors believe that the Additional Assurance Request is unreasonable, then the Debtors will schedule a hearing to determine the adequate assurance to such Utility Provider as necessary at the next omnibus hearing scheduled in the Chapter 11 Cases (the “**Determination Hearing**”);
- g. Pending resolution of that issue at any such Determination Hearing, any Utility Provider making an Additional Assurance Request shall be prohibited from altering, refusing, or discontinuing service to the Debtors;
- h. Any Utility Provider that does not serve an Additional Assurance Request by the Additional Assurance Request Deadline shall be deemed to have consented to and be bound by the procedures and amount of the Deposit provided by the Debtors; and
- i. A Utility Provider shall be deemed to have adequate assurance of payment unless and until a future order of this Court is entered requiring further adequate assurance of payment.

11. The Debtors are authorized in their discretion to supplement the Utility Services List via Supplemental Service. Concurrently with any Supplemental Service, the Debtors will: (a) file with the Court a supplement to the Utility Services List adding the name of the Utility Provider so served; (b) serve a copy of such filing on the Notice Parties; and (c) increase the amount in the Utility Deposit Account to include a two-week deposit for the new Utility Provider.

12. The additional Utility Provider shall have fifteen (15) days after the date of Supplemental Service to make an Additional Assurance Request. If such an Additional Assurance Request is made, the Debtors shall abide by the Procedures set forth above, as applicable.

13. The Debtors are authorized to, in their sole discretion, close any Utility Services account (a “**Closed Account**”) without the need for further order of this Court or notice to any parties. If any Utility Services account becomes a Closed Account during the course of the Chapter 11 Cases, without the need for further order of this Court or notice to any parties, the Debtors shall be authorized to decrease the amount of the Deposit by withdrawing from the segregated account the amount deposited with respect to such Closed Account, which shall be deposited into the Debtors’ operating account.

14. Notwithstanding the relief granted in this Interim Order and any actions taken pursuant to such relief, nothing in this Interim Order shall be deemed as (a) an admission as to the validity or priority of any claim or lien against the Debtors or their estates, (b) a waiver of the Debtors’ rights to subsequently dispute such claim or lien on any grounds, (c) a promise or requirement to pay any prepetition claim, (d) an implication or admission that any particular claim is of a type specified or defined in the Motion or this Interim Order, (e) a request or authorization to assume any prepetition agreement, contract, or lease pursuant to Bankruptcy Code Section 365, or (f) a waiver of the Debtors’ or any other party in interest’s rights under the Bankruptcy Code or any other applicable law.

15. The contents of the Motion satisfy the requirements of Bankruptcy Rule 6003(b) because the relief granted in this Interim Order is necessary to avoid immediate and irreparable harm to the Debtors’ estates.

16. Notice of the Motion shall be deemed good and sufficient notice of such Motion, and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice or waived.

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

18. All payments made pursuant to this Order shall be subject to any interim or final order entered by the Court governing the Debtors' right to the use the cash collateral of UMB Bank, N.A., as Trustee, including the budget attached thereto.

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

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

End of Order

Submitted by:

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

Exhibit 1

Utility Services List

DEBTOR	UTILITY PROVIDER	UTILITY SERVICE	ACCOUNT NO.	COMPLETE ADDRESS (city, state and zip)	APPROXIMATE ANNUAL TOTAL	AVERAGE MONTHLY PAYMENT	ADEQUATE ASSURANCE DEPOSIT
Northwest Senior Housing Corporation	AT&T	Telecom/ Internet	21469215635725	P.O. Box 5001 Carol Springs, IL 60197	\$4,800	\$400	\$200
Northwest Senior Housing Corporation	Atmos Energy	Natural Gas	3021755672 3021755145	P.O. Box 790311 St. Louis, MO 63179	\$55,200	\$4,600	\$2,300
Northwest Senior Housing Corporation	City of Dallas	Water/Sewer	100365093 100365081 505142142	P.O. Box 870, Ft. Worth, TX 76101	\$217,200	\$18,100	\$9,050
Northwest Senior Housing Corporation	Community Waste Disposal LP	Waste	100361382 100361397 100361412 100361426	PO BOX 208939 Dallas TX 75320- 8939	\$66,000	\$5,500	\$2,750
Northwest Senior Housing Corporation	Direct Energy	Electric	176948 176949 176950 176951 176952 176953 176954	P.O. Box 1532 Houston, TX 77251	\$700,800	\$58,400	\$29,200
Northwest Senior Housing Corporation	Fusion LLC	Telecom/ Internet	707253	Fusion, LLC PO BOX 51341 Los Angeles CA 90051	\$22,800	\$1,900	\$950
Northwest Senior Housing Corporation	Spectrum	Telecom/ Internet	8260132080039230	PO BOX 94188 Palatine, IL 60094-4188	\$165,600	\$13,800	\$6,900
Northwest Senior Housing Corporation	Spectrum (f/k/a Time Warner Cable)	Telecom/ Internet	8260132080039230 8260132084566099 8260132084566107 8260132084566081 8260132084565265 8260132084566131	PO BOX 94188 Palatine, IL 60094-4188	\$7,200	\$600	\$300

DEBTOR	UTILITY PROVIDER	UTILITY SERVICE	ACCOUNT NO.	COMPLETE ADDRESS (city, state and zip)	APPROXIMATE ANNUAL TOTAL	AVERAGE MONTHLY PAYMENT	ADEQUATE ASSURANCE DEPOSIT
Northwest Senior Housing Corporation	Verizon	Telecom/ Internet	922984120-00001	P.O. Box 660108 Dallas TX 75266-0108	\$28,800	\$2,400	\$1,200

Exhibit B

Proposed Final Order

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

In re:

Northwest Senior Housing Corporation, *et al.*,¹

Debtors.

Chapter 11

Case No. 22-30659 (MVL)

(Jointly Administered)

**FINAL ORDER (I) PROHIBITING UTILITY PROVIDERS
FROM ALTERING, REFUSING, OR DISCONTINUING SERVICE,
(II) DEEMING THE UTILITY PROVIDERS ADEQUATELY ASSURED
OF FUTURE PERFORMANCE, AND (III) ESTABLISHING PROCEDURES
FOR DETERMINING REQUESTS FOR ADDITIONAL ADEQUATE ASSURANCE**

Upon the motion (the “**Motion**”)² of the debtors and debtors in possession in the above-captioned chapter 11 cases (the “**Debtors**”) for entry of a final order (this “**Final Order**”), pursuant to Bankruptcy Code Sections 105(a), 363, and 366 and Bankruptcy Rules 6003 and 6004, (i) prohibiting the Debtors’ Utility Providers from altering, refusing, or discontinuing service, (ii)

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are Northwest Senior Housing Corporation (1278) and Senior Quality Lifestyles Corporation (2669). The Debtors’ mailing address is 8523 Thackery Street, Dallas, Texas 75225.

² All capitalized terms used but not otherwise defined herein have the meanings ascribed to such terms in the Motion.

deeming the Debtors' Utility Providers adequately assured of future performance, (iii) establishing procedures for determining requests for additional adequate assurance by the Debtors' Utility Providers, and (iv) granting related relief; and upon consideration of the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334; and this matter being a core proceeding within the meaning of 28 U.S.C. § 157(b)(2); and this Court being able to issue a final order consistent with Article III of the United States Constitution; and venue of this proceeding and the Motion in this District being proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estate, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Motion and the opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at an interim hearing and, if necessary, a final hearing, before this Court; and all objections, if any, to the Motion having been withdrawn, resolved or overruled; and this Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor, it is **HEREBY ORDERED THAT:**

1. The relief requested in the Motion is **GRANTED** on a final basis as set forth herein.
2. The Debtors are authorized, but not directed, to maintain prepetition relationships and practices with respect to the Utility Providers.
3. Subject to the Procedures described below, no Utility Provider may (a) alter, refuse, terminate, or discontinue services to and/or discriminate against the Debtors on the basis of the commencement of the Chapter 11 Cases or on account of outstanding prepetition invoices; or (b) require additional payment of a deposit or receipt or any other security for continued services

other than the adequate assurance Deposit, as a result of the Chapter 11 Cases or any unpaid prepetition invoices as a condition to the Debtors receiving such utility services (except subject to the Procedures established in this Motion).

4. The Debtors shall provide notice, via first-class mail, of this Final Order within three (3) business days of entry of this Final Order on (a) all Utility Providers identified as Exhibit 1 attached to this Final Order and incorporated by reference to the Motion (the “**Utility Services List**”); (b) the U.S. Trustee; (c) the Debtors’ thirty (30) largest unsecured creditors; and (d) counsel for the Trustee.

5. If not already established, the Debtors shall establish the Utility Deposit Account for the benefit of the Utility Providers and deposit an amount equal to two weeks of the average monthly cost for the Utility Services as set forth on Exhibit 1 to this Final Order (unless any Utility Provider agrees in writing to a lesser amount, is paid in advance for Utility Services, or already holds a deposit for the Utility Services—in which case, the deposit on account of such Utility Service was reduced by the amount of the deposit or prepayment).

6. Except as provided herein with respect to the rights of the Utility Providers, no creditor of the Debtors shall have any interest in or lien on the Deposit or the Utility Deposit Account.

7. The Deposit may be adjusted by the Debtors if the Debtors: (a) terminate any of the Utility Services provided by a Utility Provider; (b) makes other arrangements with certain Utility Providers for adequate assurance of payment; (c) determines that an entity listed on the Utility Services List is not a utility as defined by Bankruptcy Code Section 366; or (d) supplements the Utility Services List to include additional Utility Providers. The Deposit shall be maintained until

the earlier or (a) entry of an order of the Court authorizing the return of the Deposit to the Debtors or (b) the effective date of the chapter 11 plan in the Chapter 11 Cases.

8. To the extent the Debtors become delinquent with respect to a Utility Provider's account, such Utility Provider shall file the Delinquency Notice with the Court and serve such notice on (a) the Debtors, (b) proposed counsel to the Debtors, (c) counsel to the Trustee, and (d) the U.S. Trustee (collectively, the "**Notice Parties**"). If the Debtors have not cured such delinquency and no Notice Party has objected to the Delinquency Notice within ten (10) days of the receipt of the Delinquency Notice, then the Debtors shall remit to the Utility Provider from the Deposit the lesser of: (a) the amount allocated in the Deposit for such Utility Provider's account and (b) the amount of post-petition charges claimed as delinquent in the Delinquency Notice.

9. The following adequate assurance procedures (the "**Procedures**") are approved in all respects:

- a. Absent any further order of this Court and except as otherwise provided herein, the Utility Providers may not alter, refuse, or discontinue service to, or discriminate against the Debtors on account of the commencement of the Chapter 11 Cases or any unpaid prepetition charges, or request payment of a deposit or receipt of other security in connection with any unpaid prepetition charges;
- b. The Debtors will serve the Motion and this order granting the Motion (the "**Final Order**"), via first-class mail, within three (3) business days after the date that the Final Order is entered by the Court on all Utility Providers identified in Exhibit 1 attached hereto; provided that for any Utility Provider that may have been omitted from Exhibit 1, the Debtors shall have the right to supplement such list of Utility Providers and shall promptly provide notice of the Order upon learning of such Utility Provider;
- c. In the event that a Utility Provider maintains that the Deposit is not satisfactory adequate assurance of payment as contemplated by Bankruptcy Code Section 366(c)(2), a Utility Provider may submit a written request for additional assurance of payment (the "**Additional Assurance Request**") by submitting such request to Polsinelli PC, 2950 N. Harwood, Suite 2100, Dallas, TX 75201

(attn: Trinitee G. Green) and 600 3rd Avenue, 42nd Floor, New York, NY 10016 (attn: Jeremy R. Johnson and Brenna A. Dolphin) on or before fifteen (15) days after service of the entered Interim Order on such Utility Provider(the “**Additional Assurance Request Deadline**”), with a copy to counsel to the Bond Trustee;

- d. Any Additional Assurance Request must: (i) be in writing; (ii) set forth the location for which utility services are provided; (iii) include a summary of the Debtors’ payment history relevant to the affected account(s), including any security deposits or other prepayments or assurances previously provided by the Debtors; (iv) describe in sufficient detail the reason(s) why the treatment afforded pursuant to the procedures set forth herein does not constitute satisfactory adequate assurance of payment; (v) include a proposal for what treatment would constitute adequate assurance of payment from the Debtors, along with an explanation of why such proposal is reasonable; and (vi) provide an e-mail address to which the Debtors may respond to the Additional Assurance Request;
- e. If a Utility Provider makes a timely Additional Assurance Request that the Debtors believe is reasonable, then the Debtors shall be authorized in their sole discretion to comply with such request without further order of the Court;
- f. If the Debtors believe that the Additional Assurance Request is unreasonable, then the Debtors will schedule a hearing to determine the adequate assurance to such Utility Provider as necessary at the next omnibus hearing scheduled in the Chapter 11 Cases (the “**Determination Hearing**”);
- g. Pending resolution of that issue at any such Determination Hearing, any Utility Provider making an Additional Assurance Request shall be prohibited from altering, refusing, or discontinuing service to the Debtors;
- h. Any Utility Provider that does not serve an Additional Assurance Request by the Additional Assurance Request Deadline shall be deemed to have consented to and be bound by the procedures and amount of the Deposit provided by the Debtors; and
- i. A Utility Provider shall be deemed to have adequate assurance of payment unless and until a future order of this Court is entered requiring further adequate assurance of payment.

10. The Debtors are authorized in their discretion to supplement the Utility Services

List via Supplemental Service. Concurrently with any Supplemental Service, the Debtors will:

(a) file with the Court a supplement to the Utility Services List adding the name of the Utility Provider so served; (b) serve a copy of such filing on the Notice Parties; and (c) increase the amount in the Utility Deposit Account to include a two-week deposit for the new Utility Provider.

11. The additional Utility Provider shall have fifteen (15) days after the date of Supplemental Service to make an Additional Assurance Request. If such an Additional Assurance Request is made, the Debtors shall abide by the Procedures set forth above, as applicable.

12. The Debtors are authorized to, in their sole discretion, close any Utility Services account (a “**Closed Account**”) without the need for further order of this Court or notice to any parties. If any Utility Services account becomes a Closed Account during the course of the Chapter 11 Cases, without the need for further order of this Court or notice to any parties, the Debtors shall be authorized to decrease the amount of the Deposit by withdrawing from the segregated account the amount deposited with respect to such Closed Account, which shall be deposited into the Debtors’ operating account.

13. Nothing in the Motion or this Final Order, including Exhibit 1 attached hereto, constitutes a finding that any entity is or is not a utility under Bankruptcy Code Section 366.

14. Notwithstanding the relief granted in this Final Order and any actions taken pursuant to such relief, nothing in this Final Order shall be deemed as (a) an admission as to the validity or priority of any claim or lien against the Debtors, (b) a waiver of the Debtors’ rights to subsequently dispute such claim or lien on any grounds, (c) a promise or requirement to pay any prepetition claim, (d) an implication or admission that any particular claim is of a type specified or defined in the Motion or this Final Order, (e) a request or authorization to assume any prepetition agreement, contract, or lease pursuant to Bankruptcy Code Section 365, or (f) a waiver of the

Debtors' or any other party in interest's rights under the Bankruptcy Code or any other applicable law.

15. Notice of the Motion shall be deemed good and sufficient notice of such Motion, and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice or waived.

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

17. All payments made pursuant to this Order shall be subject to any interim or final order entered by the Court governing the Debtors' right to the use the cash collateral of UMB Bank, N.A., as Trustee, including the budget attached thereto.

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

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

End of Order

Submitted by:

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

Exhibit 1

Utility Services List

DEBTOR	UTILITY PROVIDER	UTILITY SERVICE	ACCOUNT NO.	COMPLETE ADDRESS (city, state and zip)	APPROXIMATE ANNUAL TOTAL	AVERAGE MONTHLY PAYMENT	ADEQUATE ASSURANCE DEPOSIT
Northwest Senior Housing Corporation	AT&T	Telecom/ Internet	21469215635725	P.O. Box 5001 Carol Springs, IL 60197	\$4,800	\$400	\$200
Northwest Senior Housing Corporation	Atmos Energy	Natural Gas	3021755672 3021755145	P.O Box 790311 St. Louis, MO 63179	\$55,200	\$4,600	\$2,300
Northwest Senior Housing Corporation	City of Dallas	Water/Sewer	100365093 100365081 505142142	P.O. Box 870, Ft. Worth, TX 76101	\$217,200	\$18,100	\$9,050
Northwest Senior Housing Corporation	Community Waste Disposal LP	Waste	100361382 100361397 100361412 100361426	PO BOX 208939 Dallas TX 75320-8939	\$66,000	\$5,500	\$2,750
Northwest Senior Housing Corporation	Direct Energy	Electric	176948 176949 176950 176951 176952 176953 176954	P.O. Box 1532 Houston, TX 77251	\$700,800	\$58,400	\$29,200
Northwest Senior Housing Corporation	Fusion LLC	Telecom/ Internet	707253	Fusion, LLC PO BOX 51341 Los Angeles CA 90051	\$22,800	\$1,900	\$950
Northwest Senior Housing Corporation	Spectrum	Telecom/ Internet	8260132080039230	PO BOX 94188 Palatine, IL 60094-4188	\$165,600	\$13,800	\$6,900
Northwest Senior Housing Corporation	Spectrum (f/k/a Time Warner Cable)	Telecom/ Internet	8260132080039230 8260132084566099 8260132084566107 8260132084566081 8260132084565265 8260132084566131	PO BOX 94188 Palatine, IL 60094-4188	\$7,200	\$600	\$300

DEBTOR	UTILITY PROVIDER	UTILITY SERVICE	ACCOUNT NO.	COMPLETE ADDRESS (city, state and zip)	APPROXIMATE ANNUAL TOTAL	AVERAGE MONTHLY PAYMENT	ADEQUATE ASSURANCE DEPOSIT
Northwest Senior Housing Corporation	Verizon	Telecom/ Internet	922984120-00001	P.O. Box 660108 Dallas TX 75266-0108	\$28,800	\$2,400	\$1,200