

Andrew Zollinger, State Bar No. 24063944
andrew.zollinger@dlapiper.com
DLA Piper LLP (US)
1717 Main Street, Suite 4600
Dallas, Texas 75201-4629
Telephone: (214) 743-4500
Facsimile: (214) 743-4545

Thomas R. Califano (*pro hac vice admission pending*)
Dienna Corrado (*pro hac vice admission pending*)
thomas.califano@dlapiper.com
dienna.corrado@dlapiper.com
DLA Piper LLP (US)
1251 Avenue of the Americas
New York, New York 10020-1104
Telephone: (212) 335-4500
Facsimile: (212) 335-4501

PROPOSED COUNSEL FOR THE DEBTORS

Daniel M. Simon (*pro hac vice admission pending*)
daniel.simon@dlapiper.com
DLA Piper LLP (US)
One Atlantic Center
1201 West Peachtree Street, Suite 2800
Atlanta, Georgia 30309
Telephone: (404) 736-7800
Facsimile: (404) 682-7800

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

In re: §
§
§ Chapter 11
§
4 West Holdings, Inc. *et al.*,¹ §
§ Case No. 18-30777
§
Debtors. § (Joint Administration Requested)
§
§

**MOTION OF THE DEBTORS FOR ENTRY OF INTERIM AND FINAL ORDERS
(I) APPROVING PROPOSED FORM OF ADEQUATE ASSURANCE OF PAYMENT TO
UTILITY COMPANIES, (II) ESTABLISHING PROCEDURES FOR RESOLVING
OBJECTIONS BY UTILITY COMPANIES, (III) PROHIBITING UTILITY
COMPANIES FROM ALTERING, REFUSING, OR DISCONTINUING
SERVICE, AND (IV) GRANTING RELATED RELIEF**

The above-captioned debtors (collectively the “Debtors”), by and through their proposed counsel, DLA Piper LLP (US), hereby submit this motion (the “Motion”) for entry of an interim order, substantially in the form attached hereto as **Exhibit B** (the “Proposed Interim Order”) and

¹ A list of the Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, is attached hereto as Exhibit A.

a final order, substantially in the form attached hereto as **Exhibit C** (the “Proposed Final Order” and, together with the Proposed Interim Order, the “Proposed Orders”), pursuant to sections 105(a), 363 and 366 of title 11 of the United States Code (the “Bankruptcy Code”), and rules 6003 and 6004 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), (i) approving the proposed form of adequate assurance of payment to the Utility Companies (as defined below), (ii) establishing procedures for resolving objections by Utility Companies, (iii) prohibiting Utility Companies from altering, refusing, or discontinuing service to the Debtors on the basis of the commencement of these chapter 11 cases (the “Chapter 11 Cases”), that a debt owed by the Debtors for prepetition Utility Services (as defined below) was not paid when due, or on account of any perceived inadequacy of the Debtors’ proposed adequate assurance, and (iv) granting related relief. In support of the Motion, the Debtors rely upon, and incorporate by reference, the *Declaration of Louis E. Robichaux IV in Support of Chapter 11 Petitions and First Day Pleadings* (the “First Day Declaration”), filed with the Court contemporaneously herewith. In further support of the Motion, the Debtors respectfully represent as follows:

JURISDICTION AND VENUE

1. The Court has jurisdiction over the Debtors, their estates, and this matter under 28 U.S.C. §§ 157 and 1334. This is a core proceeding under 28 U.S.C. § 157(b)(2).
2. Venue is proper before this Court under 28 U.S.C. §§ 1408 and 1409.

BACKGROUND

3. On the date hereof (the “Petition Date”), each Debtor filed with this Court a voluntary petition for relief under the Bankruptcy Code.
4. The Debtors continue to operate their businesses and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No trustee,

examiner, or official committee of unsecured creditors has been appointed in the Debtors' Chapter 11 Cases.

5. Additional information regarding the Debtors and these Chapter 11 Cases, including the Debtors' business operations, capital structure, financial condition, and the reasons for and objectives of these Chapter 11 Cases, is set forth in the First Day Declaration.

RELIEF REQUESTED

6. By this Motion, the Debtors respectfully request entry of the Proposed Orders, pursuant to sections 105(a), 363, and 366 of the Bankruptcy Code and Bankruptcy Rules 6003 and 6004, (i) approving the proposed form of adequate assurance of payment to the Utility Companies, (ii) establishing procedures for resolving objections by Utility Companies, (iii) prohibiting Utility Companies from altering, refusing, or discontinuing service to the Debtors on the basis of the commencement of these Chapter 11 Cases, that a debt owed by the Debtors for prepetition Utility Services was not paid when due, or on account of any perceived inadequacy of the Debtors' proposed adequate assurance, and (iv) granting related relief.

UTILITY SERVICES

7. To operate their businesses and manage their facilities, the Debtors obtain various utility services, including but not limited to, electricity, natural gas, water, telephone, other telecommunications, waste removal and other services (each, a "Utility Service" and, collectively, the "Utility Services") from utility companies as that term is used in section 366 of the Bankruptcy Code (each a "Utility Company" and, collectively, the "Utility Companies"). The Utility Companies that provide Utility Services to the Debtors as of the Petition Date are listed on Schedule 1 attached hereto (the "Utility Company List").²

² The Debtors reserve the right to argue that any of the entities now or hereafter included on the Utility Company List are not "utilities" within the meaning of section 366(a) of the Bankruptcy Code.

8. In the ordinary course of business prior to the Petition Date, the Debtors utilize the services of Cass Information Systems, Inc. (“Cass”) for processing and payment of most of their utilities. Each week, Cass submits an invoice to the Debtors for the aggregate amount of utilities due for that week and the Debtors wire that amount to Cass, who in turn, remit payment to the Utility Companies. As of the Petition Date, the Debtors owe Cass approximately \$6,000 of administrative fees in connection with this service (the “Administrative Fees”). For Utility Services that are not processed or paid by Cass, the Debtors pay those Utility Companies directly.

9. To the best of the Debtors’ knowledge, there are no defaults or arrearages of any significance for the Debtors’ undisputed invoices for prepetition Utility Services, other than payment interruptions that may be caused by the commencement of these Chapter 11 Cases. Prior to the Petition Date, the Debtors spent an average of approximately \$784,000 each month on account of Utility Services.³ The Utility Companies currently hold cash deposits and bonds in the aggregate amount of approximately \$408,000 as of the Petition Date.

10. Uninterrupted Utility Services are essential to the Debtors’ business operations during the pendency of these Chapter 11 Cases. Should any Utility Company alter, refuse, or discontinue service, even for a brief period, the Debtors’ business operations could be severely disrupted, and such disruption would jeopardize the Debtors’ reorganization efforts. Such disruption would also hinder the Debtors’ ability to continue providing crucial services to the elderly residents at the Debtors’ facilities who use the Utility Services. Accordingly, the Debtors seek to establish an orderly process for providing adequate assurance to their Utility Companies.

³ This amount is based on the period from July 1, 2017 through December 31, 2017.

THE PROPOSED ADEQUATE ASSURANCE DEPOSIT

11. Section 366(b) of the Bankruptcy Code provides that a utility may alter, refuse, or discontinue a debtor's utility service if the utility does not receive from the debtor adequate "assurance of payment" within thirty (30) days after the petition date. 11 U.S.C. § 366. Section 366(c)(1)(A) of the Bankruptcy Code defines the phrase "adequate assurance of payment" to mean, *inter alia*, a cash deposit. 11 U.S.C. § 366(c)(1)(A).

12. The Debtors intend to pay postpetition obligations owed to the Utility Companies in a timely manner and have sufficient funds to do so. Nevertheless, to provide additional assurance of payment to the Utility Companies, the Debtors propose to deposit approximately \$392,000 (the "Adequate Assurance Deposit") into a segregated account (the "Adequate Assurance Account") within twenty (20) days after the Petition Date. The amount of the Adequate Assurance Deposit equals approximately one-half of the Debtors' average monthly cost of Utility Services during the 6-month period from July, 2017 through December, 2017, unless any Utility Company agrees in writing to a lesser amount, is paid in advance for Utility Services, or already holds a deposit for Utility Services (in which case, the deposit on account of such Utility Service was reduced by the amount of the deposit or prepayment).

13. The Adequate Assurance Deposit may be adjusted by the Debtors if the Debtors (a) terminate any of the Utility Services provided by a Utility Company; (b) make other arrangements with certain Utility Companies for adequate assurance of payment; (c) determine that an entity listed on the Utility Company List is not a utility company as defined by section 366 of the Bankruptcy Code; or, (d) supplement the Utility Company List to include additional Utility Companies (as described below).

14. The Adequate Assurance Deposit will be held in the Adequate Assurance Account for the duration of these Chapter 11 Cases and may be applied to any postpetition payment defaults in respect of the Utility Services. The Debtors propose that the Adequate Assurance Deposit be maintained until the earlier of (a) entry of an order of the Court authorizing the return of the Adequate Assurance Deposit to the Debtors; (b) the consummation of a sale of the Debtors' assets under section 363 of the Bankruptcy Code that provides for the release of the Adequate Assurance Deposit; or (c) the effective date of any chapter 11 plan in the Debtors' cases. In addition, the Debtors are seeking authority to reduce the Adequate Assurance Deposit to the extent that it includes an amount on account of a Utility Company that the Debtors subsequently determine should be removed from the Utility Services List.

15. The Debtors submit that the availability of the Adequate Assurance Deposit, together with their ability to pay future utility service in the ordinary course of business (collectively, the "Proposed Adequate Assurance"), constitutes sufficient adequate assurance of future payment to satisfy the requirements imposed by section 366 of the Bankruptcy Code.

16. Accordingly, the Debtors believe that no other or further assurance of payment is necessary. If, however, a Utility Company disagrees, the Debtors submit that the Utility Company must request such additional or alternative assurance of payment pursuant to the procedures described below.

PROPOSED ADEQUATE ASSURANCE PROCEDURES

17. The Debtors propose the following procedures (the "Adequate Assurance Procedures") to address the right of any requesting Utility under section 366(c)(2) of the Bankruptcy Code to seek adequate assurance in an amount greater than the proposed Adequate Assurance Deposit:

- a) If a Utility Company seeks additional adequate assurance of payment, it must serve an additional assurance request (the “Additional Assurance Request”) upon the following parties (collectively, the “Notice Parties”).
- i. proposed counsel for the Debtors, DLA Piper LLP (US), 1251 Avenue of the Americas, New York, NY 10020 (Attn: Thomas R. Califano, Esq.), One Atlantic Center, 1201 West Peachtree Street, Suite 2800, Atlanta, GA 30309 (Attn: Daniel Simon, Esq.), 1717 Main Street, Suite 4600, Dallas, TX 75201 (Attn: Andrew Zollinger, Esq.),
 - ii. the Office of the United States Trustee for the Northern District of Texas, Earle Cabell Federal Building, 1100 Commerce Street, Room 976, Dallas, TX 75242 (Attn: Lisa Lambert),
 - iii. counsel to Sterling National Bank, King & Spalding LLP, 1185 Avenue of the Americas, New York, NY 10036 (Attn: Arthur Steinberg, Esq., and Terry Novetsky, Esq.),
 - iv. counsel to OHI Asset RO, LLC and DIP Lender, Bryan Cave, LLP, One Atlantic Center, 1201 West Peachtree Street, Suite 1400, Atlanta, GA 30309 (Attn: Mark Duedall, Esq.), JP Morgan Chase Tower, 2200 Ross Avenue, Suite 3300, Dallas, TX 75201 (Attn: Keith Aurzada, Esq.), and One Metropolitan Square, 211 North Broadway, Suite 3600, St. Louis, MO 63102 (Attn: David Unseth, Esq.), and
 - v. counsel to any official committee of unsecured creditors appointed in these cases.
- b) Each Additional Assurance Request must (i) be made in writing; (ii) set forth the amount and form of additional assurance of payment requested; (iii) set forth the type of Utility Services, any account numbers, and the location for which Utility Services are provided; (iv) set forth whether the Utility Company holds any deposits or other security, and if so, in what amount; and (v) set forth why the Utility Company believes the Proposed Adequate Assurance is not sufficient adequate assurance of payment.
- c) Upon the Debtors’ receipt of an Additional Assurance Request, the Debtors shall have twenty (20) days from the receipt of such Additional Assurance Request (the “Resolution Period”) to negotiate with such Utility Company to resolve such Utility Company’s request for additional assurance of payment. The Debtors and the applicable Utility Company also may agree to extend the Resolution Period.
- d) The Debtors, in their discretion, may resolve any Additional Assurance Request by mutual agreement with the requesting Utility Company and without further order of the Court, and may, in connection with any such

resolution, in their discretion, provide the requesting Utility Company with additional assurance of future payment in a form satisfactory to the Utility Company, including, but not limited to, cash deposits, prepayments and/or other forms of security, if the Debtors believe such additional assurance is reasonable. The Debtors may reduce the amount of the Adequate Assurance Deposit by any amount allocated to a particular Utility Company to the extent consistent with any alternative adequate assurance arrangements mutually agreed to by the Debtors and the affected Utility Company. Subject only to the rights of the Utility Company to use the Adequate Assurance Deposit for unpaid post-petition/pre-disposition services, the funds used to pay the Adequate Assurance Deposits shall remain subject to the liens of the debtor-in-possession lender. Additionally, upon completion of any sale or other disposition of all or substantially all of the Debtors' assets or stock and payment in full of all post-petition services, each Utility Company that received an Adequate Assurance Deposit shall return said deposit to the Debtors.

- e) If the Debtors determine that an Additional Assurance Request is not reasonable or are not able to resolve such request during the Resolution Period, the Debtors, during or promptly after the Resolution Period, will request a hearing before this Court to determine adequate assurance of payment made to the requesting Utility Company (the "Determination Hearing"), pursuant to section 366(c)(3)(A) of the Bankruptcy Code.
- f) Pending the resolution of the Additional Assurance Request at a Determination Hearing, the Utility Company making such request shall be prohibited from discontinuing, altering, or refusing service to the Debtors on account of unpaid charges for prepetition services, the commencement of these Chapter 11 Cases, or any objections to the Proposed Adequate Assurance, or requiring the Debtors to furnish any additional deposit or other security for the continued provision of services.

18. As discussed below, the proposed Adequate Assurance Procedures are consistent with procedures frequently approved by courts in this District.

SUBSEQUENT MODIFICATION OF UTILITY COMPANY LIST

19. It is possible that, despite the Debtors' efforts, certain Utility Companies have not yet been identified by the Debtors or included on the Utility Service List (each, an "Additional Utility Company" and, collectively, the "Additional Utility Companies"). Promptly upon the discovery of an Additional Utility Company, if any, the Debtors will increase the Adequate Assurance Deposit by an amount equal to approximately one-half of one month of the Debtors'

estimated aggregate utility expense for each Additional Utility Company, unless such Additional Utility Company 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).

20. In addition, the Debtors request that the Proposed Orders provide that the Additional Utility Companies are subject to the terms thereof, including the Adequate Assurance Procedures.

21. The Debtors maintain that the requested relief strikes a fair balance between protecting the rights of the Utility Companies and the rights of the Debtors under the Bankruptcy Code and the need for the Debtors to continue to receive, for the benefit of their estates, the Utility Services upon which they depend. The Debtors do not believe that the Utility Companies will be prejudiced by the Proposed Adequate Assurance, the requirement to provide the Debtors with uninterrupted access to Utility Services, or the procedures for resolving objections to the Proposed Adequate Assurance.

PROHIBITION ON ALTERING, REFUSING, OR DISCONTINUING SERVICE

22. Pending the entry of the Proposed Orders and the resolution of any Additional Assurance Request, objection, or Determination Hearing, the Utility Companies, including the Additional Utility Companies, shall be prohibited from (i) discriminating against the Debtors, (ii) altering, refusing, or discontinuing service to the Debtors, or (iii) requiring payment of a deposit or receipt or any other security for continued service other than the Adequate Assurance Deposit, as a result of the Chapter 11 Cases or any unpaid prepetition invoices.

BASIS FOR RELIEF REQUESTED

A. The Proposed Adequate Assurance is Sufficient.

23. Section 366 of the Bankruptcy Code supports the relief requested in this Motion.

This section provides, in pertinent part, as follows:

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.

24. 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 Lucre, Inc.*, 333 B.R. 151, 154 (Bankr. W.D. Mich. 2005) (holding that entities providing energy and telephone services were utilities under 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).

25. The policy underlying section 366 of the Bankruptcy Code is to protect debtors from utility service cutoffs upon the filing of a bankruptcy case, while at the same time providing utility companies with adequate assurance that the debtor will pay for postpetition services. See H R. Rep. No. 95-595, at 350 (1978), *reprinted in* 1978 U.S.C.C.A.N. 5963, 6306; see also *In re Jones*, 369 B.R. 745, 748 (B.A.P. 1st Cir. 2007) (“The purpose of § 366 is ‘to prevent the threat of termination from being used to collect pre-petition debts while not forcing the utility to provide services for which it may never be paid.’”) (quoting *Begley v. Philadelphia Elec. Co.*, 760 F.2d 46, 49 (3d Cir. 1985)). As set forth herein, the relief requested in this Motion is consistent with these policy goals.

26. Section 366(c) of the Bankruptcy Code was enacted as part of the Bankruptcy Abuse Prevention and Consumer Protection Act of 2005 (“BAPCPA”) effective as of October 17, 2005. BAPCPA provides clarity as to what constitutes assurance of payment and what factors must be excluded from a court’s determination of the adequacy of the assurance of payment. More specifically, section 366(c)(1) of the Bankruptcy Code defines “assurance of payment” to mean certain specified forms of security, thereby limiting a court’s discretion as to what constitutes “other security” within the meaning of section 366(b) of the Bankruptcy Code.⁴

27. While section 366(c) of the Bankruptcy Code clarifies what constitutes assurance of payment and what can be considered in determining whether such assurance is adequate, BAPCPA did not abrogate the fundamental premise of section 366(b) of the Bankruptcy Code or the relevant case law construing such section. That is, BAPCPA continues to afford that

⁴ Section 366(c)(1)(B) of the Bankruptcy Code affirmatively excludes from the definition of assurance of payment the availability of an administrative expense priority claim. In addition, section 366(c)(3)(B) of the Bankruptcy Code eliminates certain factors from consideration that courts prior to the BAPCPA had used to determine whether adequate assurance of payment had been provided. Section 366(c)(4) of the Bankruptcy Code also permits a utility company to recover or offset against a prepetition security deposit without notice or an order of the court.

bankruptcy court discretion to determine what deposit amount, if any, is necessary to provide adequate assurance of payment to a utility company. *See In re Polly*, 392 B.R. 236, 240 (Bankr. N.D. Tex. 2008) (stating that section 366(c) requires that debtor provide adequate assurance of payment).

28. In addition, the applicable standard for assurance of payment continues to be “adequate.” While the form of adequate assurance of payment may be limited under section 366(c) to the types of security enumerated in section 366(c)(1)(A) of the Bankruptcy Code, the amount of the deposit or other form of security remains fully within the reasonable discretion of the court. *See In re Circuit City Stores*, No. 08-35653, 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).

29. It has been well established that the requirement that a utility receive adequate assurance of payment does not require a guarantee of payment. *See, e.g., In re Circuit City Stores*, 2009 WL 484553 at *4 (“A debtor need not provide utility companies an absolute guarantee of payment.”); *In re Anchor Glass Container Corp.*, 342 B.R. 872, 875 (Bankr. M.D. Fla. 2005); *In re Astle*, 338 B.R. 855, 860–61 (Bankr. D. Idaho 2006) (“Adequate assurance of payment under subsection (b) does not require an absolute guarantee of payment. What is required is that the utility will be protected from unreasonable risk of nonpayment”) (internal quotations omitted). Instead, the protection granted to a utility is intended to avoid exposing the utility to an unreasonable risk of nonpayment. *Id.* Whether a utility is subject to an unreasonable risk of nonpayment must be determined from the facts and circumstances of each case. *See In re Anchor Glass Container Corp.*, 342 B.R. at 875; *In re Keydata Corp.*, 12 B.R. 156 (BAP 1st Cir. 1981).

30. The essence of the Court's inquiry is an examination of the totality of the circumstances in making an informed judgment as to whether utilities will be subject to an unreasonable risk of nonpayment for postpetition services. *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 perforce has a conflicting need to conserve scarce financial resources."). Here, the Debtors propose to pay the Proposed Adequate Assurance into the Adequate Assurance Account to provide adequate assurance to its Utility Companies. Under the circumstances of these cases, the Debtors believe that the deposit of one-half of one month deposit for the benefit of the Utility Companies, based on the Debtors' estimated monthly consumption, constitutes adequate assurance of payment under section 366(c). In addition, the Debtors propose to protect the Utility Companies by establishing the Adequate Assurance Procedures provided herein, whereby any Utility Company can request additional adequate assurance in the event that it believes there are facts and circumstances with respect to its providing postpetition services to the Debtors that would merit greater protection. Finally, the Debtors have budgeted for all of the postpetition obligations of the Utility Companies. In light of these commitments, the Debtors submit that the Utility Companies are adequately assured of future payments.

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

should the relief requested in this Motion be granted. *See In re Reddy Ice Holdings, Inc.*, Case No. 12-32349 (SGJ) (Bankr. N.D. Tex. May 4, 2012) [Dkt. No. 248] (granting motion for order deeming utility companies adequately assured of future performance and establishing procedure for determining requests for additional adequate assurance); *In re Erickson Retirement Cmtys., LLC*, Case No. 09-37010(SGJ) [Dkt. No. 363] (Bankr. N.D. Tex. Nov. 24, 2009) (same).

32. The relief sought herein is similar to the relief granted in other chapter 11 cases filed in this District. *See, e.g., In re Reddy Ice Holdings, Inc.*, Case No. 12-32349 (SGJ) (Bankr. N.D. Tex. May 4, 2012) [Dkt. No. 248] (approving adequate assurance in the form of deposit in a segregated account of roughly two weeks' utility costs); *In re Erickson Retirement Cmtys., LLC*, Case No. 09-37010(SGJ) (Bankr. N.D. Tex. Nov. 24, 2009) [Dkt. No. 363] (approving adequate assurance in the form of roughly one month deposit of monthly utility costs); *In re Renaissance Hosp. Grand Prairie, Inc.*, Case No. 08-43775 (DML) (Bankr. N.D. Tex. Sept. 5, 2008) [Dkt. No. 120] (approving adequate assurance in the form of a one month deposit to requesting utilities).

33. The Debtors submit that, given the foregoing, entry of the Proposed Orders is consistent with, and fully satisfies, the requirements of section 366 of the Bankruptcy Code. Far from offering the Utility Companies nominal (or even no) additional assurance of payment, the Debtors have proposed to (a) deposit significant cash amounts for the benefit of the Utility Companies and (b) establish procedures pursuant to which the Utility Companies can seek greater or different security. Such assurance of payment should significantly alleviate—if not eliminate—any concern of non-payment on the part of the Utility Companies, and is thus clearly “adequate.”

B. The Adequate Assurance Procedures Are Reasonable and Appropriate.

34. If a Utility Company does not believe the Proposed Adequate Assurance is “satisfactory,” such Utility Company may serve an Additional Assurance Request pursuant to the Adequate Assurance Procedures described above. The proposed Adequate Assurance Procedures are reasonable because they will ensure that the Debtors’ Utility Services continue while providing a streamlined process for Utility Companies to challenge the adequacy of the Proposed Adequate Assurance or seek an alternative form of adequate assurance. The Court has the power to approve the proposed Adequate Assurance Procedures pursuant to section 105(a) of the Bankruptcy Code, which provides that a bankruptcy court may “issue any order, process, or judgment that is necessary or appropriate to carry out the provisions” of the Bankruptcy Code.

35. In light of the foregoing, the Proposed Adequate Assurance and the proposed Adequate Assurance Procedures are reasonable and the relief requested herein is necessary and appropriate, in the best interests of the Debtors’ estates and creditors, and therefore should be approved.

C. Cause Exists to Authorize the Debtors’ Financial Institutions to Honor Checks and Electronic Fund Transfers.

36. The Debtors also request that all applicable banks and other financial institutions be authorized to receive, process, honor, and pay all checks presented for payment, and to honor all electronic payment requests made by the Debtors, related to the obligations described herein, whether such checks were presented or electronic requests were submitted prior to or after the Petition Date. The Debtors further request that all such banks and financial institutions be authorized to rely on the Debtors’ designation of any particular check or electronic payment request as approved pursuant to this Motion. The Debtors represent that they have sufficient availability of funds to pay any amounts described herein.

37. Also, the Debtors represent that checks or wire transfer requests will be readily identified as relating to an authorized payment made with respect to the Utilities. Accordingly, the Debtors believe that checks or wire transfer requests, other than those relating to authorized payments, will not be honored inadvertently and that all applicable financial institutions should be authorized and directed, when requested by the Debtors, to receive, process, honor, and pay any and all checks or wire transfer requests with respect to Utilities.

RESERVATION OF RIGHTS

38. Nothing contained herein is intended or shall be construed as (i) an admission as to the validity of any claim against the Debtors, (ii) a waiver of any of the Debtors' or any appropriate party in interest's rights to dispute the amount of, basis for, or validity of any claim against the Debtors, (iii) a waiver of any claims or causes of action which may exist against any creditor or interest holder, or (iv) an approval, assumption, adoption, or rejection of any agreement, contract, lease, program, or policy between any Debtor and any third party under section 365 of the Bankruptcy Code. Likewise, if the Court grants the relief sought herein, any payment made pursuant to the Court's order is not intended to be and should not be construed as an admission to the validity of any claim or a waiver of any of the Debtors' rights to dispute such claim. Furthermore, nothing herein shall impair the Debtors' right to argue that any of the entities now or hereafter included on the Utility Company List are not "utilities" within the meaning of section 366(a) of the Bankruptcy Code.

THE DEBTORS SATISFY BANKRUPTCY RULE 6003(b)

39. Bankruptcy Rule 6003(b) provides that, if relief is necessary to avoid immediate and irreparable harm, a bankruptcy court may approve a motion to "pay all or part of a claim that arose before the filing of the petition" prior to twenty-one (21) days after the Petition Date. FED. R. BANKR. P. 6003(B). Immediate and irreparable harm exists where the absence of relief would

impair a debtor's ability to reorganize or threaten the debtor's future as a going concern. Specifically, the Fifth Circuit has interpreted the language "immediate and irreparable harm" in the context of preliminary injunctions. In that context, courts in this Circuit have explained that irreparable harm requires proof that "(1) the harm to Plaintiffs is imminent (2) the injury would be irreparable and (3) that Plaintiffs have no other adequate legal remedy." *See, e.g., GoNannies, Inc. v. GoAuPair.Com, Inc.*, 464 F. Supp. 2d 603, 608 (N.D. Tex. 2006) (citing *Chacon v. Granata*, 515 F.2d 922, 925 (5th Cir. 1975)).

REQUEST FOR WAIVER OF BANKRUPTCY RULES 6004(a) AND (h)

40. To implement the foregoing successfully, the Debtors seek a waiver of the notice requirements under Bankruptcy Rule 6004(a) and the fourteen (14) day stay of an order authorizing the use, sale, or lease of property under Bankruptcy Rule 6004(h). As explained above and in the First Day Declaration, the relief requested herein is necessary to avoid immediate and irreparable harm to the Debtors. Accordingly, ample cause exists to justify the waiver of the notice requirements under Bankruptcy Rule 6004(a) and the fourteen-day (14) stay imposed by Bankruptcy Rule 6004(h), to the extent such notice requirements and such stay apply.

NOTICE

41. Notice of this Motion shall be provided to: (a) U.S. Trustee; (b) the Office of the Attorney General of the states in which the Debtors operate Facilities; (c) the Debtors' forty (40) largest unsecured creditors on a consolidated basis; (d) counsel to Sterling National Bank; (e) counsel to OHI Asset RO, LLC and the DIP Lender; (f) the Utility Companies; (g) Cass; (h) the Internal Revenue Service; and (i) the Department of Medicaid, Department of Health, and Division of Health Services Regulation in each state in which the Debtors operate Facilities. The

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

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CONCLUSION

WHEREFORE, the Debtors respectfully request that the Court enter the Proposed Orders granting the relief requested herein and such other and further relief as the Court may deem just and appropriate.

Dated: March 6, 2018
Dallas, Texas

Respectfully submitted,

DLA PIPER LLP (US)

/s/ Andrew Zollinger
Andrew Zollinger, State Bar No. 24063944
DLA Piper LLP (US)
1717 Main Street, Suite 4600
Dallas, Texas 75201-4629
Telephone: (214) 743-4500
Facsimile: (214) 743-4545
Email: andrew.zollinger@dlapiper.com

-and-

Thomas R. Califano (*pro hac vice admission pending*)
Dienna Corrado (*pro hac vice admission pending*)
1251 Avenue of the Americas
New York, New York 10020
Telephone: (212) 335-4500
Facsimile: (212) 335-4501
Email: thomas.califano@dlapiper.com
dienna.corrado@dlapiper.com

-and-

Daniel M. Simon (*pro hac vice admission pending*)
One Atlantic Center
1201 West Peachtree Street, Suite 2800
Atlanta, Georgia 30309
Telephone: (404) 736-7800
Facsimile: (404) 682-7800
Email: daniel.simon@dlapiper.com

Proposed Counsel for the Debtors

SCHEDULE 1

Utility Company List

4 West Holdings Inc. and Subsidiaries					
Active Utility Vendors					
Utility Vendor	Service Type	Account #	Applicable Debtor Entities	Average Monthly Spend	2 Week Adequate Assurance Deposit
607 WASTE PRO MEMPHIS	Recycling/Trash	020909	Holly Springs Rehabilitation and Healthcare Center, LLC	\$ 956.48	\$ 478.24
ACCESS POINT INC	Phone		Linley Park Rehabilitation and Healthcare Center, LLC	192.33	96.16
			Scepter Senior Living Center, LLC		
			Orianna Health Systems, LLC		
ADVANCED DISPOSAL	Recycling/Trash/Medical Waste	05253349	Macon Rehabilitation and Healthcare Center, LLC	1,245.33	622.66
		05256149	Macon Rehabilitation and Healthcare Center, LLC		
		09044579	Anchor Rehabilitation and Healthcare Center of Aiken, LLC		
ALBEMARLE COUNTY SERV AUTH	Water/Sewer	0142535001	Charlottesville Pointe Rehabilitation and Healthcare Center, LLC	15,012.33	7,506.17
ALCORN CO ELECTRIC POWER ASSOC	Electricity	00014440005486	Cornestone Rehabilitation and Healthcare Center, LLC	6,721.16	3,360.58
		2177860005486	Cornestone Rehabilitation and Healthcare Center, LLC		
		2177870005486	Cornestone Rehabilitation and Healthcare Center, LLC		
APPALACHIAN POWER	Electricity	02307585204	Rocky Mount Rehabilitation and Healthcare Center, LLC	12,665.36	6,332.68
		02759727908	Hillsville Rehabilitation and Healthcare Center, LLC		
		02928883400	Hillsville Rehabilitation and Healthcare Center, LLC		
AT&T	Phone		Anchor Rehabilitation and Healthcare Center of Aiken, LLC	26,569.13	13,284.57
			Brushy Creek Rehabilitation and Healthcare Center, LLC		
			Capstone Rehabilitation and Healthcare Center, LLC		
			Columbia Rehabilitation and Healthcare Center, LLC		
			Cornestone Rehabilitation and Healthcare Center, LLC		
			Crystal Rehabilitation and Healthcare Center, LLC		
			Delta Rehabilitation and Healthcare Center of Cleveland, LLC		
			Farmville Rehabilitation and Healthcare Center, LLC		
			Fleetwood Rehabilitation and Healthcare Center, LLC		
			Great Oaks Rehabilitation and Healthcare Center, LLC		
			Greenville Rehabilitation and Healthcare Center, LLC		
			Greer Rehabilitation and Healthcare Center, LLC		
			Grenada Rehabilitation and Healthcare Center, LLC		
			Heritage Park Rehabilitation and Healthcare Center, LLC		
			Hillsville Rehabilitation and Healthcare Center, LLC		
			Holly Lane Rehabilitation & Healthcare Center, LLC		
			Holly Springs Rehabilitation and Healthcare Center, LLC		
			Indianola Rehabilitation and Healthcare Center, LLC		
			Iva Rehabilitation and Healthcare Center, LLC		
			Johns Island Rehabilitation and Healthcare Center, LLC		
			Linley Park Rehabilitation and Healthcare Center, LLC		
			Macon Rehabilitation and Healthcare Center, LLC		
			Manna Rehabilitation and Healthcare Center, LLC		
			McCormick Rehabilitation and Healthcare Center, LLC		
			Midland Rehabilitation and Healthcare Center, LLC		
			Natchez Rehabilitation and Healthcare Center, LLC		
			Omega Health & Rehab of Greenville, LLC		
			Orianna Health Systems, LLC		
			Picayune Rehabilitation and Healthcare Center, LLC		
			Poinsett Rehabilitation and Healthcare Center, LLC		
			Popular Oaks Rehabilitation and Healthcare Center, LLC		
			Rainbow Rehabilitation and Healthcare Center, LLC		
			River Falls Rehabilitation and Healthcare Center, LLC		
			Riverside Rehabilitation and Healthcare Center, LLC		
			Rocky Mount Rehabilitation and Healthcare Center, LLC		
			Scepter Senior Living Center, LLC		
			Southern Oaks Rehabilitation and Healthcare Center, LLC		
			The Bluffs Rehabilitation and Healthcare Center, LLC		
			The Ridge Rehabilitation and Healthcare Center, LLC		
			Victory Rehabilitation and Healthcare Center, LLC		
			Woodlands Rehabilitation and Healthcare Center, LLC		
ATLANTIC BROADBAND	Internet		Anchor Rehabilitation and Healthcare Center of Aiken, LLC	180.20	90.10
ATMOS ENERGY	Gas	3014767904	Indianola Rehabilitation and Healthcare Center, LLC	18,441.31	9,220.66
		3014768163	Indianola Rehabilitation and Healthcare Center, LLC		
		3015180572	Woodlands Rehabilitation and Healthcare Center, LLC		
		3015650902	Crystal Rehabilitation and Healthcare Center, LLC		
		3019677225	Delta Rehabilitation and Healthcare Center of Cleveland, LLC		
		3019677663	Yazoo City Rehabilitation and Healthcare Center, LLC		
		3020270769	Natchez Rehabilitation and Healthcare Center, LLC		
		3020366540	Grenada Rehabilitation and Healthcare Center, LLC		
		3020366684	Grenada Rehabilitation and Healthcare Center, LLC		
		3020366871	Grenada Rehabilitation and Healthcare Center, LLC		
BARTLETT WATER DEPT	Water/Sewer	920001	Rainbow Rehabilitation and Healthcare Center, LLC	1,644.19	822.09
		920002	Rainbow Rehabilitation and Healthcare Center, LLC		
		920003	Rainbow Rehabilitation and Healthcare Center, LLC		
BERKELEY ELECTRIC COOP INC	Electricity	6447871001	Johns Island Rehabilitation and Healthcare Center, LLC	10,311.47	5,155.74
		6447871002	Johns Island Rehabilitation and Healthcare Center, LLC		
BLUE RIDGE ELEC COOP INC	Electricity	186807001	Capstone Rehabilitation and Healthcare Center, LLC	3,250.91	1,625.45
		186807002	Capstone Rehabilitation and Healthcare Center, LLC		
BULK TV & INTERNET	Internet		Holly Springs Rehabilitation and Healthcare Center, LLC	2,373.55	1,186.78
			Johns Island Rehabilitation and Healthcare Center, LLC		
CABLE ONE	Cable		Natchez Rehabilitation and Healthcare Center, LLC	1,859.27	929.63
			Delta Rehabilitation and Healthcare Center of Cleveland, LLC		
CABLESOUTH MEDIA 3	Cable		Columbia Rehabilitation and Healthcare Center, LLC	515.48	257.74
CENTERPOINT ENERGY	Gas	73236887	Columbia Rehabilitation and Healthcare Center, LLC	4,213.39	2,106.70
CENTURYLINK	Phone		Great Oaks Rehabilitation and Healthcare Center, LLC	2,253.83	1,126.92
			Rocky Mount Rehabilitation and Healthcare Center, LLC		
			Hillsville Rehabilitation and Healthcare Center, LLC		
CHARLESTON WATER SYSTEM	Water/Sewer	089443030	Johns Island Rehabilitation and Healthcare Center, LLC	2,303.92	1,151.96
		089445050	Johns Island Rehabilitation and Healthcare Center, LLC		
CHARTER COMMUNICATIONS	Cable		Brushy Creek Rehabilitation and Healthcare Center, LLC	4,551.90	2,275.95
			Capstone Rehabilitation and Healthcare Center, LLC		
			Fleetwood Rehabilitation and Healthcare Center, LLC		
			Greer Rehabilitation and Healthcare Center, LLC		
			Iva Rehabilitation and Healthcare Center, LLC		
			Linley Park Rehabilitation and Healthcare Center, LLC		
			Patewood Rehabilitation and Healthcare Center, LLC		
			Picayune Rehabilitation and Healthcare Center, LLC		
			Poinsett Rehabilitation and Healthcare Center, LLC		
			River Falls Rehabilitation and Healthcare Center, LLC		
			Simpsonville Rehabilitation and Healthcare Center, LLC		
			Southern Oaks Rehabilitation and Healthcare Center, LLC		
CITY OF AIKEN	Water/Sewer	10063135090	Anchor Rehabilitation and Healthcare Center of Aiken, LLC	2,067.30	1,033.65
		10063167500	Anchor Rehabilitation and Healthcare Center of Aiken, LLC		
CITY OF CHARLOTTESVILLE	Gas	1014079	Charlottesville Pointe Rehabilitation and Healthcare Center, LLC	4,451.19	2,225.60
CITY OF CLEVELAND WATER DEPT	Water/Sewer/Trash	1336	Delta Rehabilitation and Healthcare Center of Cleveland, LLC	1,238.48	619.24
CITY OF CLINTON WTR DEPT	Water/Sewer	155112301	Woodlands Rehabilitation and Healthcare Center, LLC	9,995.96	4,997.98
CITY OF COLUMBIA WATER DEPT	Water/Sewer	101090001	Columbia Rehabilitation and Healthcare Center, LLC	735.16	367.58
CITY OF GRENADA WATER DEPT	Water/Sewer	00031230	Grenada Rehabilitation and Healthcare Center, LLC	4,278.29	2,139.15

Utility Vendor	Service Type	Account #	Applicable Debtor Entities	Average Monthly Spend	2 Week Adequate Assurance Deposit
CITY OF INDIANOLA WATER DEPT	Water/Sewer	001012	Indianola Rehabilitation and Healthcare Center, LLC	68.51	34.25
		001013	Indianola Rehabilitation and Healthcare Center, LLC		
CITY OF ORANGEBURG	Water/Sewer/Gas/Electricity	212940	Riverside Rehabilitation and Healthcare Center, LLC	11,757.82	5,878.91
		2129401	Riverside Rehabilitation and Healthcare Center, LLC		
		212941	Riverside Rehabilitation and Healthcare Center, LLC		
		212942	Riverside Rehabilitation and Healthcare Center, LLC		
		212943	Riverside Rehabilitation and Healthcare Center, LLC		
		212944	Riverside Rehabilitation and Healthcare Center, LLC		
		212945	Riverside Rehabilitation and Healthcare Center, LLC		
CITY OF PICAYUNE	Water/Sewer/Gas	06411	Picayune Rehabilitation and Healthcare Center, LLC	7,336.28	3,668.14
CITY OF PICKENS	Water/Sewer/Electricity	11253	Manna Rehabilitation and Healthcare Center, LLC	2,475.33	1,237.67
		13429	Manna Rehabilitation and Healthcare Center, LLC		
		13430	Manna Rehabilitation and Healthcare Center, LLC		
CITY OF SNELLVILLE	Waste/Recycling	020332000	Scepter Rehabilitation and Healthcare Center, LLC	2,541.85	1,270.93
CITY OF VICKSBURG WTR GAS ADMIN	Water/Sewer/Gas	04389	The Bluffs Rehabilitation and Healthcare Center, LLC	6,973.92	3,486.96
		06640	The Bluffs Rehabilitation and Healthcare Center, LLC		
		06645	The Bluffs Rehabilitation and Healthcare Center, LLC		
CLARK GAS & OIL	Gas/Oil		Hillsville Rehabilitation and Healthcare Center, LLC	1,404.24	702.12
COAST EPA	Electricity	3014028001	Picayune Rehabilitation and Healthcare Center, LLC	7,325.32	3,662.66
COLQUITT ELECTRIC MBRSR CORP	Electricity	20110843001	Cobblestone Rehabilitation and Healthcare Center, LLC	5,958.90	2,979.45
COMCAST	Cable		Johns Island Rehabilitation and Healthcare Center, LLC	9,449.94	4,724.97
			Cornerstone Rehabilitation and Healthcare Center, LLC		
			Hillsville Rehabilitation and Healthcare Center, LLC		
			Rainbow Rehabilitation and Healthcare Center, LLC		
			Scepter Senior Living Center, LLC		
			Great Oaks Rehabilitation and Healthcare Center, LLC		
			Woodlands Rehabilitation and Healthcare Center, LLC		
			Charlottesville Pointe Rehabilitation and Healthcare Center, LLC		
CORINTH GAS & WATER DEPT	Gas/Sewer/Trash/Water	456889	Cornerstone Rehabilitation and Healthcare Center, LLC	6,185.05	3,092.53
COUNTY WASTE LLC	Trash/Recycling	08117285	Farmville Rehabilitation and Healthcare Center, LLC	839.86	419.93
COX COMMUNICATIONS	Cable		Macon Rehabilitation and Healthcare Center, LLC	851.42	425.71
CREXENDO INC	Phone		Utah Valley Rehabilitation and Healthcare Center, LLC	38,798.59	19,399.29
			Heritage Park Rehabilitation and Healthcare Center, LLC		
			Wide Horizons Residential Care Facility, LLC		
			Holly Lane Rehabilitation & Healthcare Center, LLC		
			Midland Rehabilitation and Healthcare Center, LLC		
			Mountain View Rehabilitation and Healthcare Center, LLC		
			Victory Rehabilitation and Healthcare Center, LLC		
DIRECTV LLC	Cable		Rainbow Rehabilitation and Healthcare Center, LLC	2,280.37	1,140.19
DISH NETWORK	Cable		Popular Oaks Rehabilitation and Healthcare Center, LLC	1,800.45	900.23
DOMINION ENERGY VIRGINIA	Electricity	2286357500	Charlottesville Pointe Rehabilitation and Healthcare Center, LLC	13,510.74	6,755.37
		7850470001	Farmville Rehabilitation and Healthcare Center, LLC		
DUKE ENERGY	Electricity	1085910483	Manna Rehabilitation and Healthcare Center, LLC	53,266.71	26,633.35
		1113903154	Manna Rehabilitation and Healthcare Center, LLC		
		1126765897	River Falls Rehabilitation and Healthcare Center, LLC		
		1174880743	River Falls Rehabilitation and Healthcare Center, LLC		
		1209479680	Iva Rehabilitation and Healthcare Center, LLC		
		1260093466	River Falls Rehabilitation and Healthcare Center, LLC		
		1264148731	Linley Park Rehabilitation and Healthcare Center, LLC		
		1317084306	River Falls Rehabilitation and Healthcare Center, LLC		
		1326946177	Greenville Rehabilitation and Healthcare Center, LLC		
		1345883586	River Falls Rehabilitation and Healthcare Center, LLC		
		1373333102	Poinsett Rehabilitation and Healthcare Center, LLC		
		1409701092	Poinsett Rehabilitation and Healthcare Center, LLC		
		1419560004	Simpsonville Rehabilitation and Healthcare Center, LLC		
		1428230475	Greenville Rehabilitation and Healthcare Center, LLC		
		1442622840	Greenville Rehabilitation and Healthcare Center, LLC		
		1500376912	Patewood Rehabilitation and Healthcare Center, LLC		
		1677003117	Patewood Rehabilitation and Healthcare Center, LLC		
		1713430638	Greenville Rehabilitation and Healthcare Center, LLC		
		1734233179	Simpsonville Rehabilitation and Healthcare Center, LLC		
		1739778090	Simpsonville Rehabilitation and Healthcare Center, LLC		
		1802513138	Iva Rehabilitation and Healthcare Center, LLC		
		1871879028	Southern Oaks Rehabilitation and Healthcare Center, LLC		
		1882389627	Linley Park Rehabilitation and Healthcare Center, LLC		
		1931001394	Manna Rehabilitation and Healthcare Center, LLC		
		1947031228	Greenville Rehabilitation and Healthcare Center, LLC		
		2012925441	River Falls Rehabilitation and Healthcare Center, LLC		
		2071129245	Poinsett Rehabilitation and Healthcare Center, LLC		
		2138667843	Linley Park Rehabilitation and Healthcare Center, LLC		
DUKE ENERGY PROGRESS	Electricity	2871560815	Ambassador Rehabilitation and Healthcare Center, LLC	4,042.92	2,021.46
		6602219468	Ambassador Rehabilitation and Healthcare Center, LLC		
		8302723948	Ambassador Rehabilitation and Healthcare Center, LLC		
EASLEY COMBINED UTILITIES	Sewer/Water/Electricity	84549001	Fleetwood Rehabilitation and Healthcare Center, LLC	6,699.75	3,349.88
EDGEFIELD COUNTY	Sewer/Water	0210042000	The Ridge Rehabilitation and Healthcare Center, LLC	2,576.00	1,288.00
		0210043000	The Ridge Rehabilitation and Healthcare Center, LLC		
ELECTRIC CITY UTILITIES	Sewer/Water	500037930	Linley Park Rehabilitation and Healthcare Center, LLC	1,367.49	683.74
ELLINGTON ENERGY SERVICES INC	Gas/Oil	18253C	Farmville Rehabilitation and Healthcare Center, LLC	2,012.20	1,006.10
			Applicable to several debtors		
ENTERGY	Electricity	16326712	Woodlands Rehabilitation and Healthcare Center, LLC	35,942.73	17,971.36
		18982645	The Bluffs Rehabilitation and Healthcare Center, LLC		
		52150075	Grenada Rehabilitation and Healthcare Center, LLC		
		53908042	Grenada Rehabilitation and Healthcare Center, LLC		
		53908182	Grenada Rehabilitation and Healthcare Center, LLC		
		59833319	Delta Rehabilitation and Healthcare Center of Cleveland, LLC		
		70101324	Natchez Rehabilitation and Healthcare Center, LLC		
		70104534	Indianola Rehabilitation and Healthcare Center, LLC		
		70104716	Delta Rehabilitation and Healthcare Center of Cleveland, LLC		
		70879077	Indianola Rehabilitation and Healthcare Center, LLC		
		86676459	The Bluffs Rehabilitation and Healthcare Center, LLC		
FORT HILL NATURAL GAS AUTH	Gas	2452002	Manna Rehabilitation and Healthcare Center, LLC	3,420.72	1,710.36
		2452102	Manna Rehabilitation and Healthcare Center, LLC		
		2814502	Fleetwood Rehabilitation and Healthcare Center, LLC		
		2814602	Fleetwood Rehabilitation and Healthcare Center, LLC		
		3087302	Capstone Rehabilitation and Healthcare Center, LLC		
FRONTIER COMMUNICATIONS	Phone		Simpsonville Rehabilitation and Healthcare Center, LLC	847.51	423.76
			Patewood Rehabilitation and Healthcare Center, LLC		
GEORGIA NATURAL GAS	Gas	0041040174115624	Macon Rehabilitation and Healthcare Center, LLC	4,363.44	2,181.72
GEORGIA POWER	Electricity	0043687074	Macon Rehabilitation and Healthcare Center, LLC	5,382.77	2,691.38
GREATER GREENVILLE SANITATION	Trash/Recycling	32366	Poinsett Rehabilitation and Healthcare Center, LLC	120.00	60.00
		SL31829	Poinsett Rehabilitation and Healthcare Center, LLC		
GREENVILLE WATER	Sewer/Water	0012503100	Greenville Rehabilitation and Healthcare Center, LLC	10,021.43	5,010.71
		0012503102	Greenville Rehabilitation and Healthcare Center, LLC		
		0013531170	Poinsett Rehabilitation and Healthcare Center, LLC		
		0013531190	Poinsett Rehabilitation and Healthcare Center, LLC		
		0023095090	Southern Oaks Rehabilitation and Healthcare Center, LLC		
		0037791800	Patewood Rehabilitation and Healthcare Center, LLC		
		0037963900	Simpsonville Rehabilitation and Healthcare Center, LLC		
		0099981784	Patewood Rehabilitation and Healthcare Center, LLC		

Utility Vendor	Service Type	Account #	Applicable Debtor Entities	Average Monthly Spend	2 Week Adequate Assurance Deposit
		0099991288	Patewood Rehabilitation and Healthcare Center, LLC		
		0099991318	Simpsonville Rehabilitation and Healthcare Center, LLC		
		0099991330	Poinsett Rehabilitation and Healthcare Center, LLC		
		0099991334	Greenville Rehabilitation and Healthcare Center, LLC		
		0099991536	Southern Oaks Rehabilitation and Healthcare Center, LLC		
		0100056470	Patewood Rehabilitation and Healthcare Center, LLC		
		0100059555	Patewood Rehabilitation and Healthcare Center, LLC		
GREENWOOD UTILITIES	Sewer/Water/Electricity/Trash	3465702	Crystal Rehabilitation and Healthcare Center, LLC	10,275.97	5,137.98
		3465802	Crystal Rehabilitation and Healthcare Center, LLC		
GREER COMMISSION OF PUBLIC WORK	Sewer/Water/Electricity/Gas	127472504	Greer Rehabilitation and Healthcare Center, LLC	14,526.58	7,263.29
		149320902	Brushy Creek Rehabilitation and Healthcare Center, LLC		
		149321002	Brushy Creek Rehabilitation and Healthcare Center, LLC		
GREER CPW	Sewer/Water/Electricity	149320302	Brushy Creek Rehabilitation and Healthcare Center, LLC	36,974.17	18,487.09
		149320402	Brushy Creek Rehabilitation and Healthcare Center, LLC		
		149320502	Brushy Creek Rehabilitation and Healthcare Center, LLC		
		149320702	Brushy Creek Rehabilitation and Healthcare Center, LLC		
		149320802	Brushy Creek Rehabilitation and Healthcare Center, LLC		
		149321102	Brushy Creek Rehabilitation and Healthcare Center, LLC		
		149321202	Brushy Creek Rehabilitation and Healthcare Center, LLC		
		149321302	Brushy Creek Rehabilitation and Healthcare Center, LLC		
		149321402	Brushy Creek Rehabilitation and Healthcare Center, LLC		
		149321502	Brushy Creek Rehabilitation and Healthcare Center, LLC		
		149321602	Brushy Creek Rehabilitation and Healthcare Center, LLC		
		149321702	Brushy Creek Rehabilitation and Healthcare Center, LLC		
GWINNETT CO DEPT WTR RESOURCES	Sewer/Water	20425068	Scepter Rehabilitation and Healthcare Center, LLC	6,533.27	3,266.63
		20425069	Scepter Rehabilitation and Healthcare Center, LLC		
		20425072	Scepter Rehabilitation and Healthcare Center, LLC		
		20425073	Scepter Rehabilitation and Healthcare Center, LLC		
		20425075	Scepter Rehabilitation and Healthcare Center, LLC		
HOLLY SPRINGS UTILITY DEPT	Sewer/Water/Electricity	21317311902	Holly Springs Rehabilitation and Healthcare Center, LLC	20,104.72	10,052.36
		213174111903	Holly Springs Rehabilitation and Healthcare Center, LLC		
INFINITE ENERGY	Gas	3998688245	Scepter Rehabilitation and Healthcare Center, LLC	6,384.15	3,192.08
LITTLE RIVER ELEC COOP INC	Electricity	29735000	McCormick Rehabilitation and Healthcare Center, LLC	7,358.86	3,679.43
		29735001	McCormick Rehabilitation and Healthcare Center, LLC		
		29735002	McCormick Rehabilitation and Healthcare Center, LLC		
		29735003	McCormick Rehabilitation and Healthcare Center, LLC		
MACON WATER AUTHORITY	Sewer/Water	25840278664	Macon Rehabilitation and Healthcare Center, LLC	1,896.73	948.37
MARIETTA WATER FIRE SANITATION	Sewer/Water	4000750	River Falls Rehabilitation and Healthcare Center, LLC	944.16	472.08
		4001390	River Falls Rehabilitation and Healthcare Center, LLC		
MAXXSOUTH BROADBAND	Phone		Holly Springs Rehabilitation and Healthcare Center, LLC	178.29	89.15
MCCORMICK WATER	Sewer/Water	008672	McCormick Rehabilitation and Healthcare Center, LLC	3,296.77	1,648.38
MCF ENVIRONMENTAL SERVICES	Trash/Recycling	4501479	Cobblestone Rehabilitation and Healthcare Center, LLC	235.80	117.90
MEDIACOM	Cable		Cobblestone Rehabilitation and Healthcare Center, LLC	804.51	402.26
MEMPHIS LIGHT GAS & WATER DIV	Gas/Electricity	0007781971455612	Popular Oaks Rehabilitation and Healthcare Center, LLC	17,262.94	8,631.47
		0007791941234428	Popular Oaks Rehabilitation and Healthcare Center, LLC		
MISSISSIPPI POWER CC	Electricity	4668184016	Columbia Rehabilitation and Healthcare Center, LLC	6,340.38	3,170.19
		4689184016	Columbia Rehabilitation and Healthcare Center, LLC		
NATCHEZ WATER WORKS	Sewer/Water	12775	Natchez Rehabilitation and Healthcare Center, LLC	1,484.30	742.15
NORTHCENTRAL ELEC POWER ASSOC	Electricity	89075001	Great Oaks Rehabilitation and Healthcare Center, LLC	5,941.52	2,970.76
NORTHLAND COMMUNICATIONS	Cable		The Ridge Rehabilitation and Healthcare Center, LLC	3,134.40	1,567.20
			Manna Rehabilitation and Healthcare Center, LLC		
ON HOLD COMPANY	Phone		Johns Island Rehabilitation and Healthcare Center, LLC	856.18	428.09
			Popular Oaks Rehabilitation and Healthcare Center, LLC		
			Scepter Senior Living Center, LLC		
			Cobblestone Rehabilitation and Healthcare Center, LLC		
			Macon Rehabilitation and Healthcare Center, LLC		
			Orianna Health Systems, LLC		
			Columbia Rehabilitation and Healthcare Center, LLC		
			Natchez Rehabilitation and Healthcare Center, LLC		
			Picayune Rehabilitation and Healthcare Center, LLC		
			Poinsett Rehabilitation and Healthcare Center, LLC		
PAK RITE RENTALS INC	Trash/Recycling	ANCHORREHABANDHEALTHCA	Anchor Rehabilitation and Healthcare Center of Aiken, LLC	338.00	169.00
		MANNHEALTHREHABOFPICK	Manna Rehabilitation and Healthcare Center, LLC		
PIEDMONT NATURAL GAS	Gas	0003846450001	Iva Rehabilitation and Healthcare Center, LLC	11,247.38	5,623.69
		1003846434001	Poinsett Rehabilitation and Healthcare Center, LLC		
		1003846457001	Ambassador Rehabilitation and Healthcare Center, LLC		
		2003846455001	Greenville Rehabilitation and Healthcare Center, LLC		
		2003846455002	Greenville Rehabilitation and Healthcare Center, LLC		
		4003846437001	Simpsonville Rehabilitation and Healthcare Center, LLC		
		6003846428001	River Falls Rehabilitation and Healthcare Center, LLC		
		6003846428002	River Falls Rehabilitation and Healthcare Center, LLC		
		6003846428003	River Falls Rehabilitation and Healthcare Center, LLC		
		6003846440001	Southern Oaks Rehabilitation and Healthcare Center, LLC		
		6003846458001	Patewood Rehabilitation and Healthcare Center, LLC		
		6003846458002	Patewood Rehabilitation and Healthcare Center, LLC		
		9003846445001	Linley Park Rehabilitation and Healthcare Center, LLC		
		9003846445002	Linley Park Rehabilitation and Healthcare Center, LLC		
POWERSVILLE WATER DISTRICT	Sewer/Water	22019100002	Capstone Rehabilitation and Healthcare Center, LLC	1,846.51	923.25
PSC OF YAZOO CITY	Sewer/Water/Trash	012435000	Yazoo City Rehabilitation and Healthcare Center, LLC	14,770.99	7,385.49
		012435001	Yazoo City Rehabilitation and Healthcare Center, LLC		
		012436000	Yazoo City Rehabilitation and Healthcare Center, LLC		
REPUBLIC SERVICES #692	Trash/Recycling	306920153767	Johns Island Rehabilitation and Healthcare Center, LLC	384.32	192.16
		306920153768	Johns Island Rehabilitation and Healthcare Center, LLC		
REPUBLIC SERVICES #744	Trash/Recycling	307440009094	Linley Park Rehabilitation and Healthcare Center, LLC	4,408.17	2,204.08
		307440002883	McCormick Rehabilitation and Healthcare Center, LLC		
		307440005645	Capstone Rehabilitation and Healthcare Center, LLC		
		307440035193	Fleetwood Rehabilitation and Healthcare Center, LLC		
		307440038787	Manna Rehabilitation and Healthcare Center, LLC		
		307440041107	Manna Rehabilitation and Healthcare Center, LLC		
		307440041283	Manna Rehabilitation and Healthcare Center, LLC		
		307440325851	Simpsonville Rehabilitation and Healthcare Center, LLC		
REPUBLIC SERVICES #823	Trash/Recycling	308230002548	Yazoo City Rehabilitation and Healthcare Center, LLC	2,471.61	1,235.80
		308230612333	The Bluffs Rehabilitation and Healthcare Center, LLC		
		308231069657	Woodlands Rehabilitation and Healthcare Center, LLC		
REPUBLIC SERVICES #868	Trash/Recycling	308680000060	Delta Rehabilitation and Healthcare Center of Cleveland, LLC	619.92	309.96
		308680000063	Indianola Rehabilitation and Healthcare Center, LLC		
REPUBLIC SERVICES #991	Trash/Recycling	309911025683	Columbia Rehabilitation and Healthcare Center, LLC	655.52	327.76
SCE&G	Gas/Electricity	1210088277220	Johns Island Rehabilitation and Healthcare Center, LLC	33,143.76	16,571.88
		1210088271602	Johns Island Rehabilitation and Healthcare Center, LLC		
		3210088315203	Anchor Rehabilitation and Healthcare Center of Aiken, LLC		
		5189800013873	The Ridge Rehabilitation and Healthcare Center, LLC		
		6197001115677	The Ridge Rehabilitation and Healthcare Center, LLC		
SCOTT PETROLEUM CORP	Propane	10527451	Grenada Rehabilitation and Healthcare Center, LLC	210.34	105.17
		1618601	Grenada Rehabilitation and Healthcare Center, LLC		
		236802	Crystal Rehabilitation and Healthcare Center, LLC		
SENIOR TV	Cable		Rocky Mount Rehabilitation and Healthcare Center, LLC	1,161.23	580.62
SHENTEL	Cable		Farmville Rehabilitation and Healthcare Center, LLC	1,115.35	557.67
SOUTH CAROLINA ELECTRIC & GAS	Gas	3210111403749	Anchor Rehabilitation and Healthcare Center of Aiken, LLC	851.82	425.91
		3210111403768	Anchor Rehabilitation and Healthcare Center of Aiken, LLC		

Utility Vendor	Service Type	Account #	Applicable Debtor Entities	Average Monthly Spend	2 Week Adequate Assurance Deposit
ST JOHNS WATER CO INC	Water	0100620701	Johns Island Rehabilitation and Healthcare Center, LLC	1,247.43	623.71
STERICYCLE INC	Trash/Recycling	2031191	Crystal Rehabilitation and Healthcare Center, LLC	22,694.35	11,347.17
		2035085	Grenada Rehabilitation and Healthcare Center, LLC		
		2039631	Indianola Rehabilitation and Healthcare Center, LLC		
		2040259	Yazoo City Rehabilitation and Healthcare Center, LLC		
		2040803	Natchez Rehabilitation and Healthcare Center, LLC		
		2041085	Delta Rehabilitation and Healthcare Center of Cleveland, LLC		
		2041307	Columbia Rehabilitation and Healthcare Center, LLC		
		2042407	Rainbow Rehabilitation and Healthcare Center, LLC		
		2080889	Great Oaks Rehabilitation and Healthcare Center, LLC		
		2083135	Holly Springs Rehabilitation and Healthcare Center, LLC		
		5005529	Cornerstone Rehabilitation and Healthcare Center, LLC		
		5013664	Picayune Rehabilitation and Healthcare Center, LLC		
		5013672	Woodlands Rehabilitation and Healthcare Center, LLC		
		5013976	Popular Oaks Rehabilitation and Healthcare Center, LLC		
		5014009	The Bluffs Rehabilitation and Healthcare Center, LLC		
		8026888	Charlottesville Pointe Rehabilitation and Healthcare Center, LLC		
		8069042	Hillsville Rehabilitation and Healthcare Center, LLC		
		8186833	Rocky Mount Rehabilitation and Healthcare Center, LLC		
		8187302	Farmville Rehabilitation and Healthcare Center, LLC		
		8206064	The Ridge Rehabilitation and Healthcare Center, LLC		
		8242028	Greer Rehabilitation and Healthcare Center, LLC		
		8242028	River Falls Rehabilitation and Healthcare Center, LLC		
		8242028017	Southern Oaks Rehabilitation and Healthcare Center, LLC		
		8242817	Macon Rehabilitation and Healthcare Center, LLC		
		8261458	Greenville Rehabilitation and Healthcare Center, LLC		
		8261459	Riverside Rehabilitation and Healthcare Center, LLC		
		8270133	Anchor Rehabilitation and Healthcare Center of Aiken, LLC		
		8270134	Linley Park Rehabilitation and Healthcare Center, LLC		
		8270135	Capstone Rehabilitation and Healthcare Center, LLC		
		8270138	Poinsett Rehabilitation and Healthcare Center, LLC		
		8270139	Fleetwood Rehabilitation and Healthcare Center, LLC		
		8270140	Iva Rehabilitation and Healthcare Center, LLC		
		8270144	Johns Island Rehabilitation and Healthcare Center, LLC		
		8270145	Patewood Rehabilitation and Healthcare Center, LLC		
		8270146	Simpsonville Rehabilitation and Healthcare Center, LLC		
		8270147	Ambassador Rehabilitation and Healthcare Center, LLC		
		8270148	River Falls Rehabilitation and Healthcare Center, LLC		
		8270149	McCormick Rehabilitation and Healthcare Center, LLC		
		8270150	Manna Rehabilitation and Healthcare Center, LLC		
		8270152	Manna Rehabilitation and Healthcare Center, LLC		
		8294692	Brushy Creek Rehabilitation and Healthcare Center, LLC		
		8299049	Cobblestone Rehabilitation and Healthcare Center, LLC		
SUBURBAN PROPANE ANY DIV #	Propane	1166056970	McCormick Rehabilitation and Healthcare Center, LLC	7,394.21	3,697.11
		1166056988	McCormick Rehabilitation and Healthcare Center, LLC		
		7401058679	Rocky Mount Rehabilitation and Healthcare Center, LLC		
SUDDENLINK	Phone		Crystal Rehabilitation and Healthcare Center, LLC	1,324.50	662.25
			Indianola Rehabilitation and Healthcare Center, LLC		
TELEHEALTH SERVICES	Cable		Poinsett Rehabilitation and Healthcare Center, LLC	428.74	214.37
			Simpsonville Rehabilitation and Healthcare Center, LLC		
TELEVUE	Cable		Poinsett Rehabilitation and Healthcare Center, LLC	7,848.15	3,924.08
			Simpsonville Rehabilitation and Healthcare Center, LLC		
			Southern Oaks Rehabilitation and Healthcare Center, LLC		
			Linley Park Rehabilitation and Healthcare Center, LLC		
			Patewood Rehabilitation and Healthcare Center, LLC		
			Iva Rehabilitation and Healthcare Center, LLC		
			Anchor Rehabilitation and Healthcare Center of Aiken, LLC		
			McCormick Rehabilitation and Healthcare Center, LLC		
			Greenville Rehabilitation and Healthcare Center, LLC		
THE CITY OF MOULTRIE	Gas/Sewer/Trash/Water	6002303302	Cobblestone Rehabilitation and Healthcare Center, LLC	3,646.43	1,823.22
TIME DISPOSAL SERVICE	Trash/Recycling	29339	Charlottesville Pointe Rehabilitation and Healthcare Center, LLC	1,100.00	550.00
TIME WARNER CABLE	Cable		Riverside Rehabilitation and Healthcare Center, LLC	1,357.50	678.75
TOWN OF BYHALIA	Gas/Water/Sewer	010088000	Great Oaks Rehabilitation and Healthcare Center, LLC	2,763.12	1,381.56
		010089000	Great Oaks Rehabilitation and Healthcare Center, LLC		
TOWN OF COLLIERVILLE	Sewer/Water	0190230003	Popular Oaks Rehabilitation and Healthcare Center, LLC	1,570.53	785.26
TOWN OF FARMVILLE	Sewer/Water	15747480000	Farmville Rehabilitation and Healthcare Center, LLC	6,964.85	3,482.42
TOWN OF HILLSVILLE	Sewer/Water	04000038001	Hillsville Rehabilitation and Healthcare Center, LLC	1,489.01	744.51
		04000038501	Hillsville Rehabilitation and Healthcare Center, LLC		
TOWN OF IVA WATER WORKS	Sewer/Water	0100001961	Iva Rehabilitation and Healthcare Center, LLC	485.89	242.95
		0100001962	Iva Rehabilitation and Healthcare Center, LLC		
TOWN OF ROCKY MOUNT	Sewer/Water	00720490001	Rocky Mount Rehabilitation and Healthcare Center, LLC	5,721.70	2,860.85
		00720500001	Rocky Mount Rehabilitation and Healthcare Center, LLC		
TOWN OF WADESBORO	Sewer/Water	00800018701	Ambassador Rehabilitation and Healthcare Center, LLC	3,726.48	1,863.24
TRASH BUTLER LLC	Sewer/Water	630000	Brushy Creek Rehabilitation and Healthcare Center, LLC	4,500.00	2,250.00
TRASH BUTLER SERVICES, LLC	Medical waste		Brushy Creek Rehabilitation and Healthcare Center, LLC	2,250.00	1,125.00
VERIZON WIRELESS	Phone		Ambassador Rehabilitation and Healthcare Center, LLC	20,526.62	10,263.31
			Anchor Rehabilitation and Healthcare Center of Aiken, LLC		
			Brushy Creek Rehabilitation and Healthcare Center, LLC		
			Capstone Rehabilitation and Healthcare Center, LLC		
			Charlottesville Pointe Rehabilitation and Healthcare Center, LLC		
			Cobblestone Rehabilitation and Healthcare Center, LLC		
			Columbia Rehabilitation and Healthcare Center, LLC		
			Cornerstone Rehabilitation and Healthcare Center, LLC		
			Crystal Rehabilitation and Healthcare Center, LLC		
			Delta Rehabilitation and Healthcare Center of Cleveland, LLC		
			Farmville Rehabilitation and Healthcare Center, LLC		
			Fleetwood Rehabilitation and Healthcare Center, LLC		
			Great Oaks Rehabilitation and Healthcare Center, LLC		
			Greenville Rehabilitation and Healthcare Center, LLC		
			Greer Rehabilitation and Healthcare Center, LLC		
			Grenada Rehabilitation and Healthcare Center, LLC		
			Hillsville Rehabilitation and Healthcare Center, LLC		
			Holly Lane Rehabilitation & Healthcare Center, LLC		
			Holly Springs Rehabilitation and Healthcare Center, LLC		
			Indianola Rehabilitation and Healthcare Center, LLC		
			Iva Rehabilitation and Healthcare Center, LLC		
			Johns Island Rehabilitation and Healthcare Center, LLC		
			Linley Park Rehabilitation and Healthcare Center, LLC		
			Macon Rehabilitation and Healthcare Center, LLC		
			Manna Rehabilitation and Healthcare Center, LLC		
			McCormick Rehabilitation and Healthcare Center, LLC		
			Natchez Rehabilitation and Healthcare Center, LLC		
			Orianna Health Systems, LLC		
			Orianna Holding Company, LLC		
			Patewood Rehabilitation and Healthcare Center, LLC		
			Picayune Rehabilitation and Healthcare Center, LLC		
			Poinsett Rehabilitation and Healthcare Center, LLC		
			Popular Oaks Rehabilitation and Healthcare Center, LLC		
			Rainbow Rehabilitation and Healthcare Center, LLC		

Utility Vendor	Service Type	Account #	Applicable Debtor Entities	Average Monthly Spend	2 Week Adequate Assurance Deposit
			River Falls Rehabilitation and Healthcare Center, LLC		
			Riverside Rehabilitation and Healthcare Center, LLC		
			Rocky Mount Rehabilitation and Healthcare Center, LLC		
			Scepter Senior Living Center, LLC		
			Simpsonville Rehabilitation and Healthcare Center, LLC		
			Southern Oaks Rehabilitation and Healthcare Center, LLC		
			The Bluffs Rehabilitation and Healthcare Center, LLC		
			The Ridge Rehabilitation and Healthcare Center, LLC		
			Victory Rehabilitation and Healthcare Center, LLC		
			Woodlands Rehabilitation and Healthcare Center, LLC		
			Yazoo City Rehabilitation and Healthcare Center, LLC		
VICKSBURG VIDEO INC	Cable		The Bluffs Rehabilitation and Healthcare Center, LLC	1,902.13	951.06
WALTON EMC	Electricity	770807001	Scepter Rehabilitation and Healthcare Center, LLC	10,303.05	5,151.53
WARING OIL COMPANY	Gas/Oil		Woodlands Rehabilitation and Healthcare Center, LLC	85.06	42.53
WASTE CONNECTIONS OF NC	Trash/Recycling	6110785374001	Ambassador Rehabilitation and Healthcare Center, LLC	944.65	472.33
		6110785374002	Ambassador Rehabilitation and Healthcare Center, LLC		
WASTE CONNECTIONS OF SC INC	Trash/Recycling	6120329864001	Greer Rehabilitation and Healthcare Center, LLC	1,877.75	938.88
		6120335838	Patewood Rehabilitation and Healthcare Center, LLC		
		6120337202	Southern Oaks Rehabilitation and Healthcare Center, LLC		
		61205541001	River Falls Rehabilitation and Healthcare Center, LLC		
WASTE CONNECTIONS OF TN INC	Trash/Recycling	60101095393001	Great Oaks Rehabilitation and Healthcare Center, LLC	1,716.27	858.14
		60101119689001	Popular Oaks Rehabilitation and Healthcare Center, LLC		
		60101119689002	Rainbow Rehabilitation and Healthcare Center, LLC		
		60101119689003	Rainbow Rehabilitation and Healthcare Center, LLC		
WASTE MANAGEMENT	Trash/Recycling	105008686121057	Greenville Rehabilitation and Healthcare Center, LLC	3,239.96	1,619.98
		105008715721059	Greenville Rehabilitation and Healthcare Center, LLC		
		105008732321057	Poinsett Rehabilitation and Healthcare Center, LLC		
		135676053004	Iva Rehabilitation and Healthcare Center, LLC		
		176895223005	Greenville Rehabilitation and Healthcare Center, LLC		
		34988222000	Greenville Rehabilitation and Healthcare Center, LLC		
WASTE MGMT OF MS NATCHEZ	Trash/Recycling	96098043001	Natchez Rehabilitation and Healthcare Center, LLC	295.07	147.53
WASTE MGMT OF NORTH MS GRENADA	Trash/Recycling	177792363003	Grenada Rehabilitation and Healthcare Center, LLC	858.95	429.48
		96093263005	Grenada Rehabilitation and Healthcare Center, LLC		
WASTE MGMT OF VIRGINIA INC	Trash/Recycling	142099643007	Rocky Mount Rehabilitation and Healthcare Center, LLC	1,276.03	638.01
		181002483006	Rocky Mount Rehabilitation and Healthcare Center, LLC		
		190825633008	Rocky Mount Rehabilitation and Healthcare Center, LLC		
WASTE MGMT SOUTH MS GULFPORT	Trash/Recycling	96095193005	Picayune Rehabilitation and Healthcare Center, LLC	1,179.03	589.52
WEST CAROLINA RURAL TELEPHONE	Phone		Iva Rehabilitation and Healthcare Center, LLC	1,039.64	519.82
			McCormick Rehabilitation and Healthcare Center, LLC		
WEST IP COMMUNICATIONS INC	Phone		Anchor Rehabilitation and Healthcare Center of Aiken, LLC	47,137.83	23,568.92
			Charlottesville Pointe Rehabilitation and Healthcare Center, LLC		
			Cobblestone Rehabilitation and Healthcare Center, LLC		
			Cornerstone Rehabilitation and Healthcare Center, LLC		
			Crystal Rehabilitation and Healthcare Center, LLC		
			Delta Rehabilitation and Healthcare Center of Cleveland, LLC		
			Farmville Rehabilitation and Healthcare Center, LLC		
			Fleetwood Rehabilitation and Healthcare Center, LLC		
			Great Oaks Rehabilitation and Healthcare Center, LLC		
			Greenville Rehabilitation and Healthcare Center, LLC		
			Greer Rehabilitation and Healthcare Center, LLC		
			Grenada Rehabilitation and Healthcare Center, LLC		
			Holly Springs Rehabilitation and Healthcare Center, LLC		
			Indianola Rehabilitation and Healthcare Center, LLC		
			Iva Rehabilitation and Healthcare Center, LLC		
			Johns Island Rehabilitation and Healthcare Center, LLC		
			Linley Park Rehabilitation and Healthcare Center, LLC		
			Macon Rehabilitation and Healthcare Center, LLC		
			Manna Rehabilitation and Healthcare Center, LLC		
			McCormick Rehabilitation and Healthcare Center, LLC		
			Natchez Rehabilitation and Healthcare Center, LLC		
			Orianna Health Systems, LLC		
			Patewood Rehabilitation and Healthcare Center, LLC		
			Poinsett Rehabilitation and Healthcare Center, LLC		
			Popular Oaks Rehabilitation and Healthcare Center, LLC		
			Rainbow Rehabilitation and Healthcare Center, LLC		
			River Falls Rehabilitation and Healthcare Center, LLC		
			Riverside Rehabilitation and Healthcare Center, LLC		
			Rocky Mount Rehabilitation and Healthcare Center, LLC		
			Scepter Senior Living Center, LLC		
			Simpsonville Rehabilitation and Healthcare Center, LLC		
			Southern Oaks Rehabilitation and Healthcare Center, LLC		
			The Bluffs Rehabilitation and Healthcare Center, LLC		
			The Ridge Rehabilitation and Healthcare Center, LLC		
			Trinity Mission Health & Rehab of Connersville, LLC		
			Woodlands Rehabilitation and Healthcare Center, LLC		
WINDSTREAM	Internet/Phone		Ambassador Rehabilitation and Healthcare Center, LLC	6,262.61	3,131.30
			Brushy Creek Rehabilitation and Healthcare Center, LLC		
			Cobblestone Rehabilitation and Healthcare Center, LLC		
			Columbia Rehabilitation and Healthcare Center, LLC		
			Greenville Rehabilitation and Healthcare Center, LLC		
			Orianna Health Systems, LLC		
			Riverside Rehabilitation and Healthcare Center, LLC		
WINDSTREAM COMMUNICATIONS	Phone		Greer Rehabilitation and Healthcare Center, LLC	3,084.84	1,542.42
				\$ 783,651.10	\$ 391,825.55

EXHIBIT A**(Sorted Alphabetically)**

	Debtor Name	EIN
1.	4 West Holdings, Inc.	9732
2.	4 West Investors, LLC	6021
3.	Aiken RE, LLC	1814
4.	Ambassador Rehabilitation and Healthcare Center, LLC	1636
5.	Anchor Rehabilitation and Healthcare Center of Aiken, LLC	9448
6.	Anderson RE TX, LLC	3630
7.	Anderson RE, LLC	1806
8.	Ark II Real Estate, LLC	3628
9.	Ark III Real Estate, LLC	0121
10.	Ark Mississippi Holding Company, LLC	3765
11.	Ark Real Estate, LLC	6014
12.	Ark South Carolina Holding Company, LLC	0002
13.	Ark Texas Holding Company, LLC	3739
14.	Battle Ground RE, LLC	1818
15.	Brushy Creek Rehabilitation and Healthcare Center, LLC	3292
16.	Bryan RE, LLC	3633
17.	Burleson RE, LLC	1777
18.	Capstone Rehabilitation and Healthcare Center, LLC	7871
19.	Charlottesville Pointe Rehabilitation and Healthcare Center, LLC	4467
20.	Charlottesville RE, LLC	0836
21.	Cleveland RE, LLC	6013
22.	Clinton RE, LLC	8109
23.	Cobblestone Rehabilitation and Healthcare Center, LLC	1612
24.	Collierville RE, LLC	8845
25.	Columbia RE, LLC	8838
26.	Columbia Rehabilitation and Healthcare Center, LLC	6772
27.	Comfort RE, LLC	1902
28.	Connersville RE, LLC	9824
29.	Corinth RE, LLC	1777
30.	Cornerstone Rehabilitation and Healthcare Center, LLC	8841
31.	Crystal Rehabilitation and Healthcare Center, LLC	8842
32.	Delta Rehabilitation and Healthcare Center of Cleveland, LLC	7212
33.	Descending Dove, LLC	8081
34.	Diboll RE, LLC	1939
35.	Easley RE II, LLC	1819
36.	Easley RE, LLC	1817
37.	Edgefield RE, LLC	3574
38.	Farmville RE, LLC	3442
39.	Farmville Rehabilitation and Healthcare Center, LLC	4464
40.	Fleetwood Rehabilitation and Healthcare Center, LLC	9615
41.	Fortress Health & Rehab of Rock Prairie, LLC	1314
42.	Granbury RE, LLC	1999
43.	Great Oaks RE, LLC	1731

	Debtor Name	EIN
44.	Great Oaks Rehabilitation and Healthcare Center, LLC	4357
45.	Greenville RE II, LLC	1798
46.	Greenville RE, LLC	1797
47.	Greenville Rehabilitation and Healthcare Center, LLC	3920
48.	Greenwood RE, LLC	1654
49.	Greer RE, LLC	1795
50.	Greer Rehabilitation and Healthcare Center, LLC	9462
51.	Grenada RE, LLC	1623
52.	Grenada Rehabilitation and Healthcare Center, LLC	8843
53.	Heritage Park Rehabilitation and Healthcare Center, LLC	9055
54.	Hillsville RE, LLC	2195
55.	Hillsville Rehabilitation and Healthcare Center, LLC	4463
56.	Holly Lane Rehabilitation and Healthcare Center, LLC	9103
57.	Holly RE, LLC	1816
58.	Holly Springs RE, LLC	1559
59.	Holly Springs Rehabilitation and Healthcare Center, LLC	6524
60.	Indianola RE, LLC	6022
61.	Indianola Rehabilitation and Healthcare Center, LLC	7203
62.	Italy RE, LLC	2086
63.	Iva RE, LLC	1801
64.	Iva Rehabilitation and Healthcare Center, LLC	0384
65.	Johns Island Rehabilitation and Healthcare Center, LLC	4898
66.	Joy of Bryan, LLC	4072
67.	Lampstand Health & Rehab of Bryan, LLC	2002
68.	Linley Park Rehabilitation and Healthcare Center, LLC	0525
69.	Macon Rehabilitation and Healthcare Center, LLC	9644
70.	Magnified Health & Rehab of Anderson, LLC	9060
71.	Manna Rehabilitation and Healthcare Center, LLC	9441
72.	Marietta RE, LLC	1809
73.	McCormick RE, LLC	1808
74.	McCormick Rehabilitation and Healthcare Center, LLC	3193
75.	Memphis RE, LLC	8846
76.	Midland RE, LLC	5138
77.	Midland Rehabilitation and Healthcare Center, LLC	9679
78.	Moultrie RE, LLC	9943
79.	Mountain View Rehabilitation and Healthcare Center, LLC	9227
80.	Natchez RE, LLC	6019
81.	Natchez Rehabilitation and Healthcare Center, LLC	6773
82.	New Ark Master Tenant, LLC	7893
83.	New Ark Operator Holdings, LLC	7623
84.	New Redeemer Health & Rehab of Pickens, LLC	5321
85.	Olive Leaf Holding Company, LLC	0129
86.	Olive Leaf, LLC	0001
87.	Omega Health & Rehab of Greenville, LLC	9461
88.	Orianna Health Systems, LLC	5160
89.	Orianna Holding Company, LLC	1323
90.	Orianna Investment, Inc.	1141

	Debtor Name	EIN
91.	Orianna SC Operator Holdings, Inc.	0383
92.	Palladium Hospice and Palliative Care, LLC	1873
93.	Patewood Rehabilitation and Healthcare Center, LLC	9457
94.	Picayune RE, LLC	9749
95.	Picayune Rehabilitation and Healthcare Center, LLC	9183
96.	Pickens RE II, LLC	1823
97.	Pickens RE, LLC	1821
98.	Piedmont RE, LLC	1800
99.	Poinsett Rehabilitation and Healthcare Center, LLC	0713
100.	Poplar Oaks Rehabilitation and Healthcare Center, LLC	4771
101.	Portland RE, LLC	1822
102.	Provo RE, LLC	3568
103.	Rainbow Rehabilitation and Healthcare Center, LLC	4772
104.	River Falls Rehabilitation and Healthcare Center, LLC	9788
105.	Riverside Rehabilitation and Healthcare Center, LLC	3951
106.	Rock Prairie RE, LLC	3636
107.	Rocky Mount RE, LLC	5904
108.	Rocky Mount Rehabilitation and Healthcare Center, LLC	4466
109.	Roy RE, LLC	5142
110.	Scepter Rehabilitation and Healthcare Center, LLC	1630
111.	Scepter Senior Living Center, LLC	1621
112.	Simpsonville RE II, LLC	1804
113.	Simpsonville RE, LLC	1802
114.	Simpsonville Rehabilitation and Healthcare Center, LLC	3564
115.	Snellville RE, LLC	9933
116.	Southern Oaks Rehabilitation and Healthcare Center, LLC	1141
117.	The Bluffs Rehabilitation and Healthcare Center, LLC	9314
118.	The Ridge Rehabilitation and Healthcare Center, LLC	1456
119.	Trinity Mission Health & Rehab of Connersville, LLC	8787
120.	Trinity Mission of Burleson, LLC	2585
121.	Trinity Mission of Comfort, LLC	2573
122.	Trinity Mission of Diboll, LLC	2581
123.	Trinity Mission of Granbury, LLC	2582
124.	Trinity Mission of Italy, LLC	2576
125.	Trinity Mission of Winnsboro, LLC	2583
126.	Utah Valley Rehabilitation and Healthcare Center, LLC	9661
127.	Vicksburg RE, LLC	0150
128.	Victory Rehabilitation and Healthcare Center, LLC	9485
129.	Wadesboro RE, LLC	9929
130.	Wide Horizons RE, LLC	5144
131.	Wide Horizons Residential Care Facility, LLC	9387
132.	Winnsboro RE, LLC	2134
133.	Woodlands Rehabilitation and Healthcare Center, LLC	9127
134.	Yazoo City RE, LLC	8844
135.	Yazoo City Rehabilitation and Healthcare Center, LLC	7216

EXHIBIT B

Proposed Interim Order

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

	§	
	§	
In re:	§	Chapter 11
	§	
4 West Holdings, Inc. <i>et al.</i> , ¹	§	Case No. 18-30777
	§	
Debtors.	§	(Jointly Administered)
	§	
	§	

INTERIM ORDER (I) APPROVING PROPOSED FORM OF ADEQUATE ASSURANCE OF PAYMENT TO UTILITY COMPANIES, (II) ESTABLISHING PROCEDURES FOR RESOLVING OBJECTIONS BY UTILITY COMPANIES, (III) PROHIBITING UTILITY COMPANIES FROM ALTERING, REFUSING, OR DISCONTINUING SERVICE, AND (IV) GRANTING RELATED RELIEF

Upon the motion (the “Motion”)² of the above-captioned debtors (the “Debtors”) for entry of an interim order (this “Interim Order”), pursuant to sections 105(a), 363 and 366 of title 11 of the United States Code (the “Bankruptcy Code”), and rules 6003 and 6004 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), (i) approving the proposed form of adequate assurance of payment to the Utility Companies, (ii) establishing procedures for resolving objections by Utility Companies, (iii) prohibiting Utility Companies from altering,

¹ A list of the Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, is attached to the Motion as Exhibit A.

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

refusing, or discontinuing service to the Debtors on the basis of the commencement of these Chapter 11 Cases, that a debt owed by the Debtors for prepetition Utility Services was not paid when due, or on account of any perceived inadequacy of the Debtors' proposed adequate assurance, and (iv) and granting related relief, all as further described in the Motion; and upon consideration of the First Day Declaration; and this Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that venue of this proceeding and the Motion in this District is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing were adequate and appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion; 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 this Court having found and determined that the relief sought in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is granted on an interim basis, as set forth herein.
2. Subject to the procedures described below, no Utility Company may (a) alter, refuse, terminate, or discontinue utility services to, or discriminate against, the Debtors on the basis of the commencement of these Chapter 11 Cases or on account of outstanding prepetition invoices or (b) require additional assurance of payment, other than the Adequate Assurance Deposit (defined below), as a condition to the Debtors receiving such utility services.

3. The Debtors are authorized to pay any outstanding Administrative Fees owed to Cass, whether arising prepetition or postpetition in the ordinary course of business.

4. As adequate assurance for the payment of Utility Services, the Debtors shall provide a cash deposit of an amount that would satisfy, on an aggregate basis, the costs for Utility Services provided by each Utility Company on the Utility Company List for a period of one-half of one month calculated based on the historical monthly average (the "Adequate Assurance Deposit") into a newly created, segregated account of the Debtors (the "Adequate Assurance Account") for the benefit of Utility Companies, except those Utility Companies that agree in writing to a lesser amount, are paid in advance for Utility Services, or already hold a deposit for Utility Services (in which case, the deposit on account of such Utility Service was reduced by the amount of the deposit or prepayment).

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

6. The Adequate Assurance Deposit shall be maintained until the earlier of (a) entry of an order of the Court authorizing the return of the Adequate Assurance Deposit to the Debtors, (b) the consummation of a sale of the Debtors' assets under section 363 of the Bankruptcy Code that provides for the release of the Adequate Assurance Deposit, and (c) the effective date of any chapter 11 plan in the Debtors' cases. Upon any of the foregoing, the Adequate Assurance Deposit shall be returned to the Debtors.

7. Subject to the entry of the Final Order and the Adequate Assurance Procedures set forth below, the Adequate Assurance Deposit constitutes sufficient adequate assurance of future payment to the Utility Companies to satisfy the requirements of section 366 of the Bankruptcy

Code (the “Proposed Adequate Assurance”). To the extent a Utility Company seeks additional adequate assurance, it must comply with the following Adequate Assurance Procedures:

- a) If a Utility Company seeks additional adequate assurance of payment, it must serve an Additional Assurance Request upon the following parties (collectively, the “Notice Parties”).
 - i. proposed counsel for the Debtors, DLA Piper LLP (US), 1251 Avenue of the Americas, New York, NY 10020 (Attn: Thomas R. Califano, Esq. and Dienna Corrado, Esq.), One Atlantic Center, 1201 West Peachtree Street, Suite 2800, Atlanta, GA 30309 (Attn: Daniel Simon, Esq.), 1717 Main Street, Suite 4600, Dallas, TX 75201 (Attn: Andrew Zollinger, Esq.),
 - ii. the Office of the United States Trustee for the Northern District of Texas, Earle Cabell Federal Building, 1100 Commerce Street, Room 976, Dallas, TX 75242 (Attn: Lisa Lambert),
 - iii. counsel to Sterling National Bank, King & Spalding LLP, 1185 Avenue of the Americas, New York, NY 10036 (Attn: Arthur Steinberg, Esq., and Terry Novetsky, Esq.),
 - iv. counsel to OHI Asset RO, LLC and DIP Lender, Bryan Cave, LLP, One Atlantic Center, 1201 West Peachtree Street, Suite 1400, Atlanta, GA 30309 (Attn: Mark Duedall, Esq.), JP Morgan Chase Tower, 2200 Ross Avenue, Suite 3300, Dallas, TX 75201 (Attn: Keith Aurzada, Esq.), and One Metropolitan Square, 211 North Broadway, Suite 3600, St. Louis, MO 63102 (Attn: David Unseth, Esq.), and
 - v. counsel to any official committee of unsecured creditors appointed in these cases.
- b) Each Additional Assurance Request must (i) be made in writing; (ii) set forth the amount and form of additional assurance of payment requested; (iii) set forth the type of Utility Services, any account numbers, and the location for which Utility Services are provided; (iv) set forth whether the Utility Company holds any deposits or other security, and if so, in what amount; and (v) set forth why the Utility Company believes the Proposed Adequate Assurance is not sufficient adequate assurance of payment.
- c) Upon the Debtors’ receipt of an Additional Assurance Request, the Debtors shall have twenty (20) days from the receipt of such Additional Assurance Request (the “Resolution Period”) to negotiate with such Utility Company to resolve such Utility Company’s request for additional

assurance of payment. The Debtors and the applicable Utility Company also may agree to extend the Resolution Period.

- d) The Debtors, in their discretion, may resolve any Additional Assurance Request by mutual agreement with the requesting Utility Company and without further order of the Court, and may, in connection with any such resolution, in their discretion, provide the requesting Utility Company with additional assurance of future payment in a form satisfactory to the Utility Company, including, but not limited to, cash deposits, prepayments and/or other forms of security, if the Debtors believe such additional assurance is reasonable. The Debtors may reduce the amount of the Adequate Assurance Deposit by any amount allocated to a particular Utility Company to the extent consistent with any alternative adequate assurance arrangements mutually agreed to by the Debtors and the affected Utility Company. Subject only to the rights of the Utility Company to use the Adequate Assurance Deposit for unpaid post-petition / pre-disposition services, the funds used to pay the Adequate Assurance Deposits shall remain subject to the liens of the debtor-in-possession lender. Additionally, upon completion of any sale or other disposition of all or substantially all of the Debtors' assets or stock and payment in full of all post-petition services, each Utility Company that received an Adequate Assurance Deposit shall return said deposit to the Debtors.
- e) If the Debtors determine that an Additional Assurance Request is not reasonable or are not able to resolve such request during the Resolution Period, the Debtors, during or promptly after the Resolution Period, will request a hearing before this Court to determine adequate assurance of payment made to the requesting Utility Company (the "Determination Hearing"), pursuant to section 366(c)(3)(A) of the Bankruptcy Code.
- f) Pending the resolution of the Additional Assurance Request at a Determination Hearing, the Utility Company making such request shall be prohibited from discontinuing, altering, or refusing service to the Debtors on account of unpaid charges for prepetition services, the commencement of these Chapter 11 Cases, or any objections to the Proposed Adequate Assurance, or requiring the Debtors to furnish any additional deposit or other security for the continued provision of services.

8. The Debtors are authorized, as necessary, to provide a copy of this Order, and any final order approving the relief requested in the Motion (when and if entered) (such order, the "Final Order") to any Utility Company not listed on the Utility Service List (each, an "Additional Utility Company" and, collectively, the "Additional Utility Companies"), as such Utility Companies are identified. Promptly upon their discovery of an Additional Utility Company, the

Debtors shall increase the Adequate Assurance Deposit by an amount equal to approximately one-half of one month of the Debtors' estimated aggregate utility expense for each Additional Utility Company, unless such Additional Utility Company 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). The Additional Utility Companies shall be subject to the terms of this Interim Order and the Final Order, including the Adequate Assurance Procedures.

9. If any Utility Account becomes a closed account during the course of these 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 Adequate Assurance Deposit by withdrawing from the segregated account the amount deposited with respect to such closed account to the extent no dispute regarding postpetition payments exists.

10. Nothing herein constitutes a finding that any entity is or is not a Utility Company hereunder or under section 366 of the Bankruptcy Code, whether or not such entity is listed on the Utility Company List.

11. Nothing contained in the Motion or this Interim Order, nor any payment made pursuant to the authority granted by this Interim Order is intended to be or shall be construed as (i) an admission as to the validity of any claim against the Debtors, (ii) a waiver of any of the Debtors' or any appropriate party in interest's rights to dispute the amount of, basis for, or validity of any claim against the Debtors, (iii) a waiver of any claims or causes of action which may exist against any creditor or interest holder, or (iv) an approval, assumption, adoption, or rejection of any agreement, contract, lease, program, or policy between any Debtor and any third party under section 365 of the Bankruptcy Code. Furthermore, any payment made by the

Debtors pursuant to this Interim Order is not intended to be and should not be construed as an admission to the validity of any claim or a waiver of any of the Debtors' rights to dispute such claim.

12. Notwithstanding entry of this Interim Order, nothing herein shall create, nor is intended to create, any rights in favor of or enhance the status of any claim held by, any party.

13. Notwithstanding anything to the contrary contained herein, any payment made or to be made under this Interim Order, any authorization contained in this Interim Order, or any claim for which payment is authorized hereunder, shall be subject to the requirements imposed on the Debtors under any orders of this Court approving any debtor-in-possession financing for, or any use of cash collateral by, the Debtors and any budget in connection therewith.

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

15. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such motion.

16. The final hearing (the "Final Hearing") on the Motion shall be held on _____, 2018 at ___:___ __.m. (prevailing Central Time). Any objections or responses to entry of a final order on the Motion (each, an "Objection") shall be filed on or before 4:00 p.m. (prevailing Central Time) on _____, 2018, and served on the following parties: (a) proposed counsel for the Debtors, DLA Piper LLP (US), 1251 Avenue of the Americas, New York, NY 10020 (Attn: Thomas R. Califano, Esq. and Dienna Corrado, Esq.), One Atlantic Center, 1201 West Peachtree Street, Suite 2800, Atlanta, GA 30309 (Attn: Daniel Simon, Esq.), 1717 Main Street, Suite 4600, Dallas, TX 75201 (Attn: Andrew Zollinger, Esq.), (b) the Office of the United States Trustee for the Northern District of Texas, Earle Cabell

Federal Building, 1100 Commerce Street, Room 976, Dallas, TX 75242 (Attn: Lisa Lambert), (c) counsel to Sterling National Bank, King & Spalding LLP, 1185 Avenue of the Americas, New York, NY 10036 (Attn: Arthur Steinberg, Esq., and Terry Novetsky, Esq.), (d) counsel to OHI Asset RO, LLC and the DIP Lender, Bryan Cave, LLP, One Atlantic Center, 1201 West Peachtree Street, Suite 1400, Atlanta, GA 30309 (Attn: Mark Duedall, Esq.), JP Morgan Chase Tower, 2200 Ross Avenue, Suite 3300, Dallas, TX 75201 (Attn: Keith Aurzada, Esq.), and One Metropolitan Square, 211 North Broadway, Suite 3600, St. Louis, MO 63102 (Attn: David Unseth, Esq.), and (e) counsel to any official committee of unsecured creditors appointed in these Chapter 11 Cases. In the event no Objections to entry of a final order on the Motion are timely received, this Court may enter such final order without need for the Final Hearing.

17. The requirements of Bankruptcy Rule 6003(b) have been satisfied.

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

19. This Court shall retain jurisdiction over any and all matters arising from the interpretation or implementation of this Interim Order.

End of Order

Order submitted by:

DLA PIPER LLP (US)

/s/ Andrew Zollinger

Andrew Zollinger, State Bar No. 24063944

DLA Piper LLP (US)

1717 Main Street, Suite 4600

Dallas, Texas 75201-4629

Telephone: (214) 743-4500

Facsimile: (214) 743-4545

Email: andrew.zollinger@dlapiper.com

-and-

Thomas R. Califano (*pro hac vice admission pending*)

Dienna Corrado (*pro hac vice admission pending*)

1251 Avenue of the Americas

New York, New York 10020

Telephone: (212) 335-4500

Facsimile: (212) 335-4501

Email: thomas.califano@dlapiper.com

dienna.corrado@dlapiper.com

-and-

Daniel M. Simon (*pro hac vice admission pending*)

One Atlantic Center

1201 West Peachtree Street, Suite 2800

Atlanta, Georgia 30309

Telephone: (404) 736-7800

Facsimile: (404) 682-7800

Email: daniel.simon@dlapiper.com

Proposed Counsel for the Debtors

EXHIBIT C

Proposed Final Order

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

In re:	§	
	§	
	§	Chapter 11
	§	
4 West Holdings, Inc. <i>et al.</i> , ¹	§	Case No. 18-30777
	§	
Debtors.	§	(Jointly Administered)
	§	
	§	

FINAL ORDER (I) APPROVING PROPOSED FORM OF ADEQUATE ASSURANCE OF PAYMENT TO UTILITY COMPANIES, (II) ESTABLISHING PROCEDURES FOR RESOLVING OBJECTIONS BY UTILITY COMPANIES, (III) PROHIBITING UTILITY COMPANIES FROM ALTERING, REFUSING, OR DISCONTINUING SERVICE, AND (IV) GRANTING RELATED RELIEF

Upon the motion (the “Motion”)² of the above-captioned debtors (the “Debtors”) for entry of a final order (this “Final Order”), pursuant to sections 105(a), 363 and 366 of title 11 of the United States Code (the “Bankruptcy Code”), and rules 6003 and 6004 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), (i) approving the proposed form of adequate

¹ A list of the Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, is attached to the Motion as Exhibit A.

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

assurance of payment to the Utility Companies, (ii) establishing procedures for resolving objections by Utility Companies, (iii) prohibiting Utility Companies from altering, refusing, or discontinuing service to the Debtors on the basis of the commencement of these Chapter 11 Cases, that a debt owed by the Debtors for prepetition Utility Services was not paid when due, or on account of any perceived inadequacy of the Debtors' proposed adequate assurance, and (iv) and granting related relief, all as further described in the Motion; and upon consideration of the First Day Declaration; and this Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that venue of this proceeding and the Motion in this District is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing were adequate and appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion; 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 this Court having found and determined that the relief sought in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is granted on a final basis, as set forth herein.
2. Subject to the procedures described below, no Utility Company may (a) alter, refuse, terminate, or discontinue utility services to, or discriminate against, the Debtors on the basis of the commencement of these Chapter 11 Cases or on account of outstanding prepetition

invoices or (b) require additional assurance of payment, other than the Adequate Assurance Deposit (defined below), as a condition to the Debtors receiving such utility services.

3. The Debtors are authorized to pay any outstanding Administrative Fees owed to Cass, whether arising prepetition or postpetition in the ordinary course of business.

4. As adequate assurance for the payment of Utility Services, the Debtors shall provide a cash deposit of an amount that would satisfy, on an aggregate basis, the costs for Utility Services provided by each Utility Company on the Utility Company List for a period of one-half of one month calculated based on the historical monthly average (the "Adequate Assurance Deposit") into a newly created, segregated account of the Debtors (the "Adequate Assurance Account") for the benefit of Utility Companies, except those Utility Companies that agree in writing to a lesser amount, are paid in advance for Utility Services, or already hold a deposit for Utility Services (in which case, the deposit on account of such Utility Service was reduced by the amount of the deposit or prepayment).

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

6. The Adequate Assurance Deposit shall be maintained until the earlier of (a) entry of an order of the Court authorizing the return of the Adequate Assurance Deposit to the Debtors, (b) the consummation of a sale of the Debtors' assets under section 363 of the Bankruptcy Code that provides for the release of the Adequate Assurance Deposit, and (c) the effective date of any chapter 11 plan in the Debtors' cases. Upon any of the foregoing, the Adequate Assurance Deposit shall be returned to the Debtors.

7. Subject to the entry of the Final Order and the Adequate Assurance Procedures set forth below, the Adequate Assurance Deposit constitutes sufficient adequate assurance of future payment to the Utility Companies to satisfy the requirements of section 366 of the Bankruptcy Code (the “Proposed Adequate Assurance”). To the extent a Utility Company seeks additional adequate assurance, it must comply with the following Adequate Assurance Procedures:

- a) If a Utility Company seeks additional adequate assurance of payment, it must serve an Additional Assurance Request upon the following parties (collectively, the “Notice Parties”).
 - i. proposed counsel for the Debtors, DLA Piper LLP (US), 1251 Avenue of the Americas, New York, NY 10020 (Attn: Thomas R. Califano, Esq.), One Atlantic Center, 1201 West Peachtree Street, Suite 2800, Atlanta, GA 30309 (Attn: Daniel Simon, Esq.), 1717 Main Street, Suite 4600, Dallas, TX 75201 (Attn: Andrew Zollinger, Esq.),
 - ii. the Office of the United States Trustee for the Northern District of Texas, Earle Cabell Federal Building, 1100 Commerce Street, Room 976, Dallas, TX 75242 (Attn: Lisa Lambert),
 - iii. counsel to Sterling National Bank, King & Spalding LLP, 1185 Avenue of the Americas, New York, NY 10036 (Attn: Arthur Steinberg, Esq., and Terry Novetsky, Esq.),
 - iv. counsel to OHI Asset RO, LLC and DIP Lender, Bryan Cave, LLP, One Atlantic Center, 1201 West Peachtree Street, Suite 1400, Atlanta, GA 30309 (Attn: Mark Duedall, Esq.), JP Morgan Chase Tower, 2200 Ross Avenue, Suite 3300, Dallas, TX 75201 (Attn: Keith Aurzada, Esq.), and One Metropolitan Square, 211 North Broadway, Suite 3600, St. Louis, MO 63102 (Attn: David Unseth, Esq.), and
 - v. counsel to any official committee of unsecured creditors appointed in these cases.
- b) Each Additional Assurance Request must (i) be made in writing; (ii) set forth the amount and form of additional assurance of payment requested; (iii) set forth the type of Utility Services, any account numbers, and the location for which Utility Services are provided; (iv) set forth whether the Utility Company holds any deposits or other security, and if so, in what amount; and (v) set forth why the Utility Company believes the Proposed Adequate Assurance is not sufficient adequate assurance of payment.

- c) Upon the Debtors' receipt of an Additional Assurance Request, the Debtors shall have twenty (20) days from the receipt of such Additional Assurance Request (the "Resolution Period") to negotiate with such Utility Company to resolve such Utility Company's request for additional assurance of payment. The Debtors and the applicable Utility Company also may agree to extend the Resolution Period.
- d) The Debtors, in their discretion, may resolve any Additional Assurance Request by mutual agreement with the requesting Utility Company and without further order of the Court, and may, in connection with any such resolution, in their discretion, provide the requesting Utility Company with additional assurance of future payment in a form satisfactory to the Utility Company, including, but not limited to, cash deposits, prepayments and/or other forms of security, if the Debtors believe such additional assurance is reasonable. The Debtors may reduce the amount of the Adequate Assurance Deposit by any amount allocated to a particular Utility Company to the extent consistent with any alternative adequate assurance arrangements mutually agreed to by the Debtors and the affected Utility Company. Subject only to the rights of the Utility Company to use the Adequate Assurance Deposit for unpaid post-petition/pre-disposition services, the funds used to pay the Adequate Assurance Deposits shall remain subject to the liens of the debtor-in-possession lender. Additionally, upon completion of any sale or other disposition of all or substantially all of the Debtors' assets or stock and payment in full of all post-petition services, each Utility Company that received an Adequate Assurance Deposit shall return said deposit to the Debtors.
- e) If the Debtors determine that an Additional Assurance Request is not reasonable or are not able to resolve such request during the Resolution Period, the Debtors, during or promptly after the Resolution Period, will request a hearing before this Court to determine adequate assurance of payment made to the requesting Utility Company (the "Determination Hearing"), pursuant to section 366(c)(3)(A) of the Bankruptcy Code.
- f) Pending the resolution of the Additional Assurance Request at a Determination Hearing, the Utility Company making such request shall be prohibited from discontinuing, altering, or refusing service to the Debtors on account of unpaid charges for prepetition services, the commencement of these Chapter 11 Cases, or any objections to the Proposed Adequate Assurance, or requiring the Debtors to furnish any additional deposit or other security for the continued provision of services.

8. The Debtors are authorized, as necessary, to provide a copy of this Final Order to any Utility Company not listed on the Utility Service List (each, an "Additional Utility Company") and, collectively, the "Additional Utility Companies"), as such Utility Companies are

identified. Promptly upon their discovery of an Additional Utility Company, the Debtors shall increase the Adequate Assurance Deposit by an amount equal to approximately one-half of one month of the Debtors' estimated aggregate utility expense for each Additional Utility Company, unless such Additional Utility Company 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). The Additional Utility Companies shall be subject to the terms of this Final Order, including the Adequate Assurance Procedures.

9. If any Utility Account becomes a closed account during the course of these 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 Adequate Assurance Deposit by withdrawing from the segregated account the amount deposited with respect to such closed account to the extent no dispute regarding postpetition payments exists.

10. Nothing herein constitutes a finding that any entity is or is not a Utility Company hereunder or under section 366 of the Bankruptcy Code, whether or not such entity is listed on the Utility Company List.

11. Nothing contained in the Motion or this Final Order, nor any payment made pursuant to the authority granted by this Final Order is intended to be or shall be construed as (i) an admission as to the validity of any claim against the Debtors, (ii) a waiver of any of the Debtors' or any appropriate party in interest's rights to dispute the amount of, basis for, or validity of any claim against the Debtors, (iii) a waiver of any claims or causes of action which may exist against any creditor or interest holder, or (iv) an approval, assumption, adoption, or rejection of any agreement, contract, lease, program, or policy between any Debtor and any third

party under section 365 of the Bankruptcy Code. Furthermore, any payment made by the Debtors pursuant to this Final Order is not intended to be and should not be construed as an admission to the validity of any claim or a waiver of any of the Debtors' rights to dispute such claim.

12. Notwithstanding entry of this Final Order, nothing herein shall create, nor is intended to create, any rights in favor of or enhance the status of any claim held by, any party.

13. Notwithstanding anything to the contrary contained herein, any payment made or to be made under this Final Order, any authorization contained in this Final Order, or any claim for which payment is authorized hereunder, shall be subject to the requirements imposed on the Debtors under any orders of this Court approving any debtor-in-possession financing for, or any use of cash collateral by, the Debtors and any budget in connection therewith.

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

15. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such motion.

16. The requirements of Bankruptcy Rule 6003(b) have been satisfied.

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

18. This Court shall retain jurisdiction over any and all matters arising from the interpretation or implementation of this Final Order.

End of Order

Order submitted by:

DLA PIPER LLP (US)

/s/ Andrew Zollinger

Andrew Zollinger, State Bar No. 24063944

DLA Piper LLP (US)

1717 Main Street, Suite 4600

Dallas, Texas 75201-4629

Telephone: (214) 743-4500

Facsimile: (214) 743-4545

Email: andrew.zollinger@dlapiper.com

-and-

Thomas R. Califano (*pro hac vice admission pending*)

Dienna Corrado (*pro hac vice admission pending*)

1251 Avenue of the Americas

New York, New York 10020

Telephone: (212) 335-4500

Facsimile: (212) 335-4501

Email: thomas.califano@dlapiper.com

dienna.corrado@dlapiper.com

-and-

Daniel M. Simon (*pro hac vice admission pending*)

One Atlantic Center

1201 West Peachtree Street, Suite 2800

Atlanta, Georgia 30309

Telephone: (404) 736-7800

Facsimile: (404) 682-7800

Email: daniel.simon@dlapiper.com

Proposed Counsel for the Debtors