THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

In re: Whitehall Trust, et al.,[1] Debtors.	Chapter 11 Case No.25-15241 (Joint Administration Requested) Hearing: December 30, 2025 at 9:00 a.m.

MOTION OF THE DEBTORS FOR ENTRY OF INTERIM AND FINAL ORDERS (I) AUTHORIZING THE DEBTORS' 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 and debtors in possession (collectively, the "Debtors"), by and through their proposed counsel, Dilworth Paxson LLP, hereby submit this motion (the "Motion") for entry of interim and final orders, substantially in the forms attached hereto as **Exhibit A** and **Exhibit B**, respectively, (i) approving the Debtors' proposed assurance of post-petition payment to the Utility Companies (as defined below), (ii) approving the procedures for resolving disputes regarding adequate assurance payments to 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 (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 this Motion, the Debtors rely upon the *Declaration of Abraham Abiyeh in Support of First Day Pleadings* (the "First Day Declaration"), filed contemporaneously with this Motion, and respectfully state as follows:

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[1] The Debtors in these Chapter 11 Cases are: (i) Whitehall Trust; (ii) Saucon Trust; (iii) Whitehall Manor, Inc. (5606); (iv) Saucon Valley Manor, Inc. (2894).

JURISDICTION AND VENUE

1. The United States Bankruptcy Court for the Eastern District of Pennsylvania (the "Court") has jurisdiction over these Chapter 11 Cases, the Debtors, property of the Debtors' estates and this matter under 28 U.S.C. §§ 157 and 1334. This is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2)(A).

2. Venue of these cases in this District is proper under 28 U.S.C. §§ 1408 and 1409.

3. The statutory bases for the relief requested herein are sections 105(a) 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").

BACKGROUND

4. On the date hereof (the "Petition Date"), the Debtors each filed petitions for relief under Chapter 11 of title 11 of the Bankruptcy Code. The Debtors are operating their businesses and managing their property as debtors-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

5. As of the date of the filing of this Motion, no official committee of unsecured creditors, trustee, or examiner has been appointed or designated in these cases.

The Debtors' Operations

6. Concurrently with the filing of this Motion, the Debtors have sought procedural consolidation and joint administration of these Chapter 11 Cases.

7. Whitehall Manor, Inc. ("Whitehall") and Saucon Valley Manor, Inc. ("SVM," and, together with Whitehall, the "Manors") are Pennsylvania S-corporations. Through their missions, the Manors operate award winning senior living facilities at properties owned by Whitehall Trust and Saucon Trust (collectively, the "Trusts"). Real property located at 1177 Sixth Street, Whitehall

Township, PA is held in trust by Whitehall Trust and real property located at 1050 Main Street, Hellertown PA is held in trust by Saucon Trust. The Trusts lease the properties to Whitehall and SVM, respectively, and Whitehall and SVM operate their Manors at those locations.

8. The Manors are classified as Personal Care Homes ("PCH") regulated under 55 PA Code 2600. PCHs are not designed for seniors to age in place, which distinguish such facilities from Assisted Living Communities ("ALC") and Skilled Nursing Facilities ("SNF"). PCHs are not required by regulation, for example, to have nurses or doctors on staff or to provide transportation, unlike ALCs and SNFs. Residents with increased care needs are not eligible for PCH.

9. The Manors' residents are private pay. The Manors provide 24-hour supervision for adults and help with the tasks of daily living such as bathing, dressing, medication assistance, and meal preparation. Available services are based on the resident's needs after an evaluation.

10. Operations will continue in the ordinary course and will continue to be supported by the loans from the owners, subject to court approval.

11. The factual background relating to the Debtors' commencement of these Chapter 11 Cases is set forth in detail in the First Day Declaration filed on the Petition Date and incorporated herein by reference.

UTILITY SERVICES

12. To operate their businesses and manage their facilities, the Debtors employ various utility services, including, but not limited to, electricity, natural gas, water, 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

13. Prior to the Petition Date, the Debtors accrued an average of approximately $32,000 each month for Utility Services in the aggregate, calculated based on the average monthly accrual for the period beginning on January 1, 2025 and ending on November 30, 2025 (the "Estimated Utility Expense").

14. 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 specifically hinder the Debtors' ability to continue providing health services to their patients. Accordingly, the Debtors seek to establish an orderly process for providing adequate assurance to their Utility Companies.

THE PROPOSED ADEQUATE ASSURANCE DEPOSIT

15. 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 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).

16. The Debtors intend to pay all undisputed postpetition obligations owed to the Utility Companies in a timely manner, and the Debtors expect to have sufficient funds to do so.

[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. Further, although Schedule 1 is intended to be comprehensive, the Debtors may have inadvertently omitted one or more Utility Companies from the Utility Company List. By this Motion, the Debtors request that relief be applicable to all Utility Companies regardless of whether such Utility Company is specifically identified on Schedule 1.

17. The Debtors propose to provide assurance of payment to the Utility Companies by depositing approximately $20,000.00 (the "Adequate Assurance Deposit"), within 20 days after the entry of an interim order approving the relief, into a segregated account (the "Adequate Assurance Account") under the Debtors' control for the benefit of any Utility Company, unless any such Utility Company agrees in writing to a lesser amount or is paid in advance for Utility Services. The amount of the Adequate Assurance Deposit equals approximately one-half of the Estimated Utility Expense. No creditor of any Debtor shall have any interest in or lien on the Adequate Assurance Deposit or the Adequate Assurance Account.

18. The Debtors also seek authority to adjust the Adequate Assurance Deposit should the Debtors (a) make other arrangements with certain Utility Companies for adequate assurance of payment, (b) determine that an entity listed on the Utility Company List is not a utility company as defined under section 366 of the Bankruptcy Code, or (c) supplement the Utility Company List to include additional Utility Companies (as described below).

19. 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, or (b) the effective date of any chapter 11 plan in the Debtors' cases.

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

21. Accordingly, the Debtors believe that no other or further assurance of payment is necessary. But if 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

22. The Debtors propose the following procedures (the "Adequate Assurance Procedures") to address the right of any requesting Utility Company 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. counsel for the Debtors, Dilworth Paxson LLP, 1650 Market Street, Suite 1200, Philadelphia, PA 19103 (Anne M. Aaronson, Esq. [aaaronson@dilworthlaw.com]; Michelle Lee, Esq. [mlee@dilworthlaw.com]; and Jack Small, Esq. [jsmall@dilworthlaw.com]);

   ii. the Office of the United States Trustee, Robert NC Nix, Sr. Federal Building, 900 Market Street, Suite 320, Philadelphia, PA 19107 and

   iii. counsel to any official committee appointed in these cases.

   iv. Omni at:

      WhitehallInquiries@omniagnt.com
      (818) 949 – 2750 (International)
      (888) 682 - 0360 (US & Canada)

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 insufficient.

c) Upon the Debtors' receipt of an Additional Assurance Request, the Debtors shall have 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, 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.

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.

g) If a Utility Company fails to file and serve an Additional Assurance Request within 21 days of service of this Motion, absent a further Court order addressing a subsequent request to modify the Adequate Assurance Deposit pursuant to section 366(c)(3) of the Bankruptcy Code, the Utility Company shall be (i) deemed to have received "satisfactory" adequate assurance of payment in compliance with section 366 of the Bankruptcy Code and (ii) forbidden from altering, refusing, or discontinuing Utility Services to, or discriminating against, the Debtors solely on account of their bankruptcy filings, any unpaid prepetition charges, or requiring additional assurance of payment other than the Proposed Adequate Assurance.

23. The Debtors do not anticipate an interruption in payment of any Utility Company for more than 30 days and propose these Adequate Assurance Procedures out of an abundance of

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

SUBSEQUENT MODIFICATION OF UTILITY COMPANY LIST

24. 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, or is paid in advance for Utility Services.

25. In addition, the Debtors request that the interim and final orders provide that the Additional Utility Companies are subject to the terms thereof, including the Adequate Assurance Procedures.

26. 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 and their stakeholders, 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

27. The Debtors request that pending the entry of the proposed interim and final orders, and the resolution of any Additional Assurance Request, objection, or Determination Hearing, the Utility Companies, including the Additional Utility Companies, are prohibited from (a)

discriminating against the Debtors, (b) altering, refusing, or discontinuing service to the Debtors, or (c) requiring payment of a deposit or receipt of any other security for continued service other than the Adequate Assurance Deposit, as a result of these Chapter 11 Cases or any unpaid prepetition invoices.

RELIEF REQUESTED

28. By this Motion, pursuant to sections 105(a) and 366 of the Bankruptcy Code and Bankruptcy Rules 6003 and 6004, the Debtors seek the entry of interim and final orders, (a) authorizing, but not directing, the Debtors' proposed form of adequate assurance of payment to the Utility Companies, (b) establishing procedures for resolving objections by Utility Companies, and (c) 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 (d) granting related relief.

A. The Proposed Adequate Assurance is Sufficient.

29. 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.
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> (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.
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> (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.

30. 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.

31. 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.[3]

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[3] 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.

32. 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 the bankruptcy court discretion to determine what deposit amount, if any, is necessary to provide adequate assurance of payment to a utility company. While a court may no longer consider certain facts in determining what constitutes adequate assurance of payment, section 366(c) of the Bankruptcy Code continues to permit a court to determine the amount of deposit necessary to meet the adequate assurance standard.

33. In addition, the applicable standard for assurance of payment continues to be "adequate." Courts construing section 366(b) of the Bankruptcy Code have long recognized that adequate assurance of payment does not constitute an absolute guarantee of the debtor's ability to pay. *See, e.g., In re Caldor, Inc. - N.Y.*, 199 B.R. 1, 3 (S.D.N.Y. 1996) ("Section 366(b) requires [a] [b]ankruptcy [c]ourt to determine whether the circumstances are sufficient to provide a utility with 'adequate assurance' of payment. The statute does not require an 'absolute guarantee of payment.'") (citations omitted*)*, aff'd sub nom. *Va. Elec. & Power Co. v. Caldor, Inc. – N.Y.*, 117 F.3d 646 (2d Cir. 1997); *In re Steinebach*, 303 B.R. 634, 641 (Bankr. D. Ariz. 2004) ("Adequate assurance of payment is not, however, absolute assurance.... [A]ll § 366(b) requires is that a utility be protected from an unreasonable risk of nonpayment."); *In re Penn Jersey Corp.*, 72 B.R. 981, 982 (Bankr. E.D. Pa. 1987) (stating that section 366(b) of the Bankruptcy Code "contemplates that a utility receive only such assurance of payment as is sufficient to protect its interests given the facts of the debtor's financial circumstances."), abrogated by *In re Lease-A-Fleet, Inc.*, 131 B.R. 945 (Bankr. E.D. Pa. 1991).

34. Courts in the Third Circuit have granted relief similar to that requested herein. *See, e.g., In re Wordworth Academy,* No. 17-14463 (AMC) (Bankr. E.D. Pa. July 6, 2017) (deeming utilities adequately assured where the debtors provided two weeks' deposit for utility services); *In re Tropicana Entm't, LLC*, No. 08-10856 (KJC) (Bankr. D. Del. May 6, 2008) (deeming utilities adequately assured where the debtors provided two weeks' deposit for utility services); *In re R.H. Donnelley Corp., No. 09-11833* (KG) (Bankr. D. Del. June 25, 2009) (deeming utilities adequately assured where the debtors established segregated account containing an amount equal to 50% of the debtors' estimated monthly cost of utility service); *In re Smurfit-Stone Container Corp.*, No. 09-10235 (BLS) (Bankr. D. Del. Feb. 23, 2009) (same); *In re Leiner Health Prods. Inc.*, No. 08-10446 (KJC) (Bankr. D. Del. March 12, 2008); *In re Buffets Holdings, Inc.*, No. 08-10141 (MFW) (Bankr. D. Del. Feb. 28, 2008) (same); *In re New Century TRS Holdings, Inc.*, No. 07-10416 (KJC) (Bankr. D. Del. Apr. 24, 2007) (deeming utilities adequately assured where debtor provided two-weeks deposit for utilities).

35. The Debtors submit that, given the foregoing, entry of the interim and final orders is consistent with, and fully satisfies, the requirements of section 366 of the Bankruptcy Code. 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 nonpayment on the part of the Utility Companies, and is thus clearly "adequate."

RESERVATION OF RIGHTS

36. Nothing contained in this Motion is intended to or shall: (a) be construed as an admission as to the validity of any claim against the Debtors; (b) impair, prejudice waive or otherwise affect the rights of the Debtors or their estates to dispute the amount of, basis for, nature, validity or priority of any claim against the Debtors; (c) impair, prejudice waive or otherwise affect

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the rights of the Debtors or their estates with respect to any and all claims or causes of action which may exist against any third party; (d) be construed as 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; and (e) create any rights in favor of, or enhance the status or nature of any claim held by, any person.

<u>BANKRUPTCY RULE 6003(b) HAS BEEN SATISFIED</u>

37. Bankruptcy Rule 6003(b) provides that, "[e]xcept to the extent that relief is necessary to avoid immediate and irreparable harm, the court shall not, within 21 days after the filing of the petition, issue an order granting . . . a motion to . . . pay all or part of a claim that arose before the filing of the petition." Fed. R. Bankr. P. 6003(b). Immediate and irreparable harm exists where the absence of relief would significantly disrupt a debtor's business and operations, thereby challenging a debtor's ability to resolve a bankruptcy case in an orderly manner. *See, e.g., In re Bayou Steel BD Holdings, L.L.C.*, Case No. 19-12153 (KBO) [D.I. 46] (Bankr. D. Del. Oct. 3, 2019) (providing that the debtors satisfied the requirements of Bankruptcy Rule 6003(b), as the relief requested was necessary to avoid immediate and irreparable harm); *see also In re Geneco Shipping & Trading Ltd., 509 B.R.* 455, 469 (Bankr. S.D.N.Y. 2014).

38. Specifically, as described in this Motion and in the First Day Declaration, continuation of payment to the Utility Companies is essential to the Debtors' business operations. Further, the relief requested in this Motion is necessary to minimize disruption to the Debtors' business and operations. The failure to maintain the Utility Services could have immediate and negative consequences to the Debtors' business operations to the detriment and prejudice of all parties in interest. Based on the foregoing, the Debtors submit that the relief requested in this Motion is necessary to avoid immediate and irreparable harm, and therefore, Bankruptcy Rule 6003(b) is satisfied.

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

39. To implement the foregoing successfully, the Debtors seek a waiver of the notice requirements under Bankruptcy Rule 6004(a) and the 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 14-day stay imposed by Bankruptcy Rule 6004(h), to the extent such notice requirements and such stay apply.

NOTICE

40. This Motion has been served upon (a) the Office of the United States Trustee for the Eastern District of Pennsylvania; (b) the Commonwealth of Pennsylvania, Department of Labor and Industry; (c) the Commonwealth of Pennsylvania, Department of Revenue; (d) the Office of the Attorney General of Pennsylvania; (e) the entities listed on the Consolidated List of Creditors Holdings the 20 Largest Unsecured Claims filed pursuant to Bankruptcy Rule 1007(d); (f) Internal Revenue Service; (g) Duane Morris; (h) Truist Bank; (i) Whitehall Township Tax Office (j) Commonwealth of Pennsylvania, Department of Human Services; (k) Whitehall Coplay School District; (l) Borough of Hellertown; (m) County of Northhampton; (n) Saucon School District; (o) Lehigh Valley I LLC; (p) Office of the United States Attorney General for the Eastern District of Pennsylvania; (q) Portnoff Law & Associates; (r) listed utility companies on Schedule 1 and (s) all parties who have requested notice pursuant to Bankruptcy Rule 2002. In light of the nature of the relief requested, the Debtors respectfully submit that no further notice is necessary.

WHEREFORE, the Debtors respectfully request that the Court (i) enter the interim order, substantially in the form attached hereto as Exhibit A, granting the relief requested in this Motion,

(ii) schedule a final hearing on the Motion and thereafter enter the final order substantially in the form attached hereto as Exhibit B, and (iii) grant such other and further relief to the Debtors as the Court may deem just and proper.

Dated: December 26, 2025
Philadelphia, Pennsylvania

/s/ Michelle V. Lee

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Proposed Counsel for the Debtors and Debtors-in-Possession

Schedule 1

Utility Company List

Utility Company	Corporate Address	Service	Proposed Adequate Assurance
Whitehall Coplay Sewer Authority	3213 MacArthur Road, Whitehall, PA 18052	Sewer	$1,500.00
Northampton Borough Municipal Authority	1 Clear Springs Drive, Northampton, PA 18067	Water	$1,500.00
PPL Electric Utilities	827 Hausman Road, Allentown, PA 18104	Electric	$4,500.00
RCN Corporation	196 Van Buren Street, Princeton, NJ 08540	Cable/Internet	$800.00
Service Electric	2260 Avenue A, Bethlehem, PA 18017	Phone	$200.00
UGI Utilities	500 North Gulph Road, King of Prussia, PA 19406	Gas	$1,500.00
Verizon	1905 Avenue of the Americas, New York, NY 10036	Phone	$500.00
Hellertown Borough Authority	501 Durham Street, Hellertown, PA 18055	Sewer/Water	$2,500.00

Exhibit A
(Proposed Interim Order)

THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

In re: Whitehall Trust, et al.,[1] Debtors.	Chapter 11 Case No.25-15241 (Joint Administration Requested) Re: D.I. __

INTERIM ORDER (I) AUTHORIZING THE DEBTORS' 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

This matter coming before this Court upon the motion (the "Motion")[2], filed by the above-captioned debtors (collectively, the "Debtors") for entry of an interim order (this "Interim Order"), authorizing, but not directing, the Debtors' 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) and granting related relief, all as further described in the Motion; and upon consideration of the First Day Declaration; and this Court having found that (i) this Court has jurisdiction over the Debtors, their estates, property of their estates and to consider the Motion and the relief requested therein under 28 U.S.C. §§ 157, (ii) this Court may enter a final order consistent with Article III of the United States Constitution, (iii) this is a core proceeding under 28 U.S.C. § 157(b)(2)(A), (iv) venue of this proceeding and the Motion in this District is proper under 28 U.S.C. §§ 1408 and 1409, and (v) the Debtors' notice of the Motion

[1] The Debtors in these Chapter 11 Cases are: (i) Whitehall Trust; (ii) Saucon Trust; (iii) Whitehall Manor, Inc. (5606); (iv) Saucon Valley Manor, Inc. (2894).

[2] Capitalized terms used but not otherwise defined in this Interim Order shall have the meanings ascribed to them in the Motion.

and opportunity for a hearing were adequate and appropriate under the circumstances and no other or further notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested in the Motion at a hearing before this Court (the "Hearing"); and having determined that the legal and factual bases set forth in the Motion and the First Day Declaration establish just cause for the relief granted in this Interim Order; 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 pursuant to Section 366(c)(4) of the Bankruptcy Code.

3. 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 average monthly cost of Utility Services during the first eleven months of 2025, an amount totaling $20,000.00 (the "Adequate Assurance Deposit"). The Adequate Assurance Deposit shall be paid into a segregated debtor-in-possession account at an Authorized Depository of the Debtors (the "Adequate Assurance Account") for the benefit of Utility Companies within 20 days of the Petition Date, except those Utility Companies that agree in writing to a lesser amount or are paid in advance for post-petition Utility Services (in which

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case, the deposit on account of such Utility Service will be reduced by the amount of the prepayment).

4. Notwithstanding anything to the contrary in the Motion, the Debtors may not consider any pre-petition deposit held by a Utility Provider when determining the ratable amount of Adequate Assurance Deposit to be added/made on behalf of such Utility Provider.

5. Notwithstanding anything to the contrary in any other order of this Court, including any order approving the use of cash collateral in these Chapter 11 Cases, the interests of any party, including, but not limited to, the Debtors' postpetition or prepetition lenders, in, or lien on, the Adequate Assurance Deposit shall be subordinate to the Utility Providers' interest in any Adequate Assurance Deposit until such time as the Adequate Assurance Deposit is returned to the Debtors or as otherwise ordered by the Court.

6. The Adequate Assurance Deposit shall be maintained until the earlier of (a) reconciliation and payment by the Debtors of the Utility Provider's final invoice in accordance with applicable non-bankruptcy law following the Debtors' termination of utility services from such Utility Provider, (b) entry of an order of the Court authorizing the return of the Adequate Assurance Deposit, (c) the effective date of any chapter 11 plan in the Debtors' cases, and (d) the dismissal of these Chapter 11 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 (the "Additional Assurance Request") upon the following parties (collectively, the "Notice Parties"):

i. counsel for the Debtors, Dilworth Paxson LLP, 1650 Market Street, Suite 1200, Philadelphia, PA 19103 (Attn: Anne M. Aaronson, Esq. [aaaronson@dilworthlaw.com]; Michelle Lee, Esq. [mlee@dilworthlaw.com]; and Jack Small, Esq. [jsmall@dilworthlaw.com]);

ii. the Office of the United States Trustee, Robert NC Nix, Sr. Federal Building, 900 Market Street, Suite 320, Philadelphia, PA 19107 (attention Rachel Wolf: rachel.wolf@usdoj.gov); and

iii. counsel to any official committee appointed in these cases.

iv. Omni (Noticing Agent)

WhitehallInquiries@omniagnt.com
(818) 949 – 2750 (International)
(888) 682 - 0360 (US & Canada)

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 insufficient.

c) Upon the Debtors' receipt of an Additional Assurance Request, the Debtors shall have 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, 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.

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.

g) If a Utility Company fails to file and serve an Additional Assurance Request within, absent a further Court order addressing a subsequent request to modify the Adequate Assurance Deposit pursuant to section 366(c)(3) of the Bankruptcy Code, the Utility Company shall be (i) deemed to have received "satisfactory" adequate assurance of payment in compliance with section 366 of the Bankruptcy Code and (ii) forbidden from altering, refusing, or discontinuing Utility Services to, or discriminating against, the Debtors solely on account of their bankruptcy filings, any unpaid prepetition charges, or requiring additional assurance of payment other than the Proposed Adequate Assurance.

8. The Debtors are authorized, as necessary, to provide a copy of this Interim 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 or is paid in advance for post-petition Utility Services (in which case, the deposit on account of such Utility Service will be reduced by the amount of the 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. The Debtors are authorized, but not directed, to continue honoring adequate assurance obligations with respect to supply agreements of Debtor and non-Debtor affiliates relating to the purchase of electricity, natural gas or similar services.

12. Nothing contained in this Interim Order is intended to or shall: (a) be construed as an admission as to the validity of any claim against the Debtors; (b) impair, prejudice waive or otherwise affect the rights of the Debtors or their estates to dispute the amount of, basis for, nature, validity or priority of any claim against the Debtors; (c) impair, prejudice waive or otherwise affect the rights of the Debtors or their estates with respect to any and all claims or causes of action which may exist against any third party; (d) be construed as 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; and (e) create any rights in favor of, or enhance the status or nature of any claim held by, any person.

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

14. The final hearing (the "Final Hearing") on the Motion shall be held on **____________________, 2026 at ___:___ _.m. (prevailing Eastern 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 Eastern Time) on __________________, 2026**, and served on the following parties: (a) proposed counsel for the Debtors, Dilworth Paxson LLP, 1650 Market Street, Suite 1200, Philadelphia, PA 19103 (Attn: Anne M. Aaronson, Esq. [aaaronson@dilworthlaw.com]; Michelle Lee, Esq. [mlee@dilworthlaw.com]; Jack Small, Esq. [jsmall@dilworthlaw.com]); (b) the Office of the United States Trustee, Robert NC Nix, Sr. Federal Building, 900 Market Street, Suite 320, Philadelphia, PA 19107 (attention Rachel Wolf [rachel.wolf@usdoj.gov]); and (c) counsel to any official committee of unsecured creditors appointed in these Chapter 11 Cases and WhitehallInquiries@omniagnt.com. 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.

15. The requirements of Bankruptcy Rule 6003(b) are satisfied.

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

17. The Debtors are hereby authorized to take all actions necessary to effectuate the relief granted in this Interim Order.

18. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation or interpretation of this Interim Order.

Dated: ______________________

Honorable Patricia Mayer

Exhibit B

(Proposed Final Order)

THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

In re: Whitehall Trust, et al.,[1] Debtors.	Chapter 11 Case No. (Joint Administration Requested) Re: D.I. __

FINAL ORDER (I) AUTHORIZING THE DEBTORS' 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

This matter coming before this Court upon the motion (the "Motion")[2], filed by the above-captioned debtors (collectively, the "Debtors") for entry of a final order (this "Final Order"), authorizing, but not directing, the Debtors' 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) and granting related relief, all as further described in the Motion; and upon consideration of the First Day Declaration; and this Court having found that (i) this Court has jurisdiction over the Debtors, their estates, property of their estates and to consider the Motion and the relief requested therein under 28 U.S.C. §§ 157 and 1334, (ii) this Court may enter a final order consistent with Article III of the United States Constitution, (iii) this is a core proceeding under 28 U.S.C. § 157(b)(2)(A), (iv) venue of this proceeding and the Motion in this District is proper under 28 U.S.C. §§ 1408 and 1409, and (v) the Debtors' notice of the Motion and opportunity for a hearing were adequate and appropriate under the circumstances and no other or

[1] The Debtors in these Chapter 11 Cases are: (i) Whitehall Trust; (ii) Saucon Trust; (iii) Whitehall Manor, Inc. (5606); (iv) Saucon Valley Manor, Inc. (2894).

further notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested in the Motion at a hearing before this Court (the "Hearing"); and having determined that the legal and factual bases set forth in the Motion and the First Day Declaration establish just cause for the relief granted in this Final Order; 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 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 in this Final Order.

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. 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 average monthly cost of Utility Services during the first eleven months of 2025, an amount totaling $20,000.00 (the "Adequate Assurance Deposit"). The Adequate Assurance Deposit shall be paid into a segregated account of the Debtors (the "Adequate Assurance Account") for the benefit of Utility Companies within 20 days of the Petition Date, except those Utility Companies that agree writing to a lesser amount or are paid in advance for post-petition Utility Services (in which case, the deposit on account of such Utility Service will be reduced by the amount of the prepayment).

4. Notwithstanding anything to the contrary in the Motion, the Debtors may not consider any pre-petition deposit held by a Utility Provider when determining the ratable amount of Adequate Assurance Deposit to be added/made on behalf of such Utility Provider.

5. Notwithstanding anything to the contrary in any other order of this Court, including any order approving the use of cash collateral in these Chapter 11 Cases, the interests of any party, including, but not limited to, the Debtors' postpetition or prepetition lenders, in, or lien on, the Adequate Assurance Deposit shall be subordinate to the Utility Providers' interest in any Adequate Assurance Deposit until such time as the Adequate Assurance Deposit is returned to the Debtors or as otherwise ordered by the Court.

6. The Adequate Assurance Deposit shall be maintained until the earlier of (a) reconciliation and payment by the Debtors of the Utility Provider's final invoice in accordance with applicable non-bankruptcy law following the Debtors' termination of utility services from such Utility Provider, (b) entry of an order of the Court authorizing the return of the Adequate Assurance Deposit, (c) the effective date of any chapter 11 plan in the Debtors' cases, and (d) the dismissal of these Chapter 11 Cases. Upon any of the foregoing, the Adequate Assurance Deposit shall be returned to the Debtors.

7. 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 (the "Additional Assurance Request") upon the following parties (collectively, the "Notice Parties"):

i. counsel for the Debtors, Dilworth Paxson LLP, 1650 Market Street, Suite 1200, Philadelphia, PA 19103 (Attn: Anne M. Aaronson, Esq. [aaaronson@dilworthlaw.com]; Michelle Lee, Esq.

[mlee@dilworthlaw.com]; and Jack Small, Esq. [jsmall@dilworthlaw.com]);

ii. the Office of the United States Trustee, Robert NC Nix, Sr. Federal Building, 900 Market Street, Suite 320, Philadelphia, PA 19107 and

iii. counsel to any official committee appointed in these cases.

iv. Omni (Noticing Agent)

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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 insufficient.

c) Upon the Debtors' receipt of an Additional Assurance Request, the Debtors shall have 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, 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.

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.

g) If a Utility Company fails to file and serve an Additional Assurance Request, absent a further Court order addressing a subsequent request to modify the Adequate Assurance Deposit pursuant to section 366(c)(3) of the Bankruptcy Code, the Utility Company shall be (i) deemed to have received "satisfactory" adequate assurance of payment in compliance with section 366 of the Bankruptcy Code and (ii) forbidden from altering, refusing, or discontinuing Utility Services to, or discriminating against, the Debtors solely on account of their bankruptcy filings, any unpaid prepetition charges, or requiring additional assurance of payment other than the Proposed Adequate Assurance.

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 may be 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. The Debtors are authorized, but not directed, to continue honoring adequate assurance obligations with respect to supply agreements of Debtor and non-Debtor affiliates relating to the purchase of electricity, natural gas or similar services.

12. Nothing contained in this Final Order is intended to or shall: (a) be construed as an admission as to the validity of any claim against the Debtors; (b) impair, prejudice waive or otherwise affect the rights of the Debtors or their estates to dispute the amount of, basis for, nature, validity or priority of any claim against the Debtors; (c) impair, prejudice waive or otherwise affect the rights of the Debtors or their estates with respect to any and all claims or causes of action which may exist against any third party; (d) be construed as 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; and (e) create any rights in favor of, or enhance the status or nature of any claim held by, any person.

13. The requirements of Bankruptcy Rule 6003(b) are satisfied.

14. The requirements of Bankruptcy Rule 6004(a) are waived.

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

16. The Debtors are hereby authorized to take all actions necessary to effectuate the relief granted in this Final Order.

17. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation or interpretation of this Final Order.

Dated: ________________________

Honorable Patricia Mayer