



CLERK, U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS

ENTERED

THE DATE OF ENTRY IS ON
THE COURT'S DOCKET

The following constitutes the ruling of the court and has the force and effect therein described.

Signed November 19, 2025

United States Bankruptcy Judge

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

)	
In re:)	Chapter 11
)	
BUCKINGHAM SENIOR LIVING COMMUNITY, INC.¹)	Case No. 25-80595 (MVL)
)	
Debtor.)	Related to Docket No. 18

**INTERIM ORDER (I) AUTHORIZING THE DEBTOR TO
(A) CONTINUE TO OPERATE ITS EXISTING CASH MANAGEMENT
SYSTEM, (B) MAINTAIN EXISTING BANK ACCOUNTS AND BUSINESS FORMS
AND HONOR CERTAIN PREPETITION OBLIGATIONS RELATED
TO THE USE THEREOF, AND (C) MAINTAIN ITS CORPORATE CARD PROGRAMS
AND HONOR PREPETITION OBLIGATIONS RELATED THERETO;
(II) EXTENDING THE TIME FOR THE DEBTOR TO COMPLY
WITH 11 U.S.C. § 345(b); AND (III) GRANTING RELATED RELIEF**

Upon the motion (the "Motion")² of the Debtor for entry of an interim order (this "Order")
and a Final Order, (a) authorizing, but not directing, the Debtor to (i) continue to operate its existing

¹ The last four digits of the Debtor's federal tax identification number are 7872. The location of the Debtor's principal place of business and the service address for the Debtor is 8580 Woodway Drive Houston, Texas 77063.

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

Cash Management System, (ii) maintain existing Bank Accounts and Business Forms and honor certain prepetition obligations related to the use thereof, and (iii) maintain its corporate card programs and honor prepetition obligations related thereto; (b) extending the time for the debtor to comply with 11 U.S.C. § 345(b); and (c) granting related relief, all as more fully set forth in the Motion; and upon consideration of the First Day Declaration; and the Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Order of Reference of Bankruptcy Cases and Proceedings Nunc Pro Tunc* dated August 3, 1984, entered by the United States District Court for the Northern District of Texas; and the matter being a core proceeding within the meaning of 28 U.S.C. § 157(b)(2); and venue of this proceeding and the Motion in this District being proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court being able to issue a final order consistent with Article III of the United States Constitution; and due and sufficient notice of the Motion having been given under the particular circumstances; and the Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the “Hearing”); and the Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and it appearing that no other or further notice is necessary; and it appearing that the relief requested in the Motion is in the best interests of the Debtor, its estate, its creditors, and other parties in interest; and after due deliberation thereon; and good and sufficient cause appearing therefor; it is hereby

ORDERED, ADJUDGED, AND DECREED that:

1. The Motion is granted on an interim basis as set forth herein.
2. The final hearing (the “Final Hearing”) on the Motion shall be held on December 16, 2025, at 10:30 a.m. (prevailing Central Time). Any objections or responses to the entry of the proposed Final Order shall be filed with the Court and served on the following no later 4:00 p.m.

(prevailing Central Time) on December 12, 2025: (a) Buckingham Senior Living Community, Inc., c/o Implex Advisors, LLC, 8350 N. Central Expressway Suite 1900-105, Dallas, TX 75206 (Attn: Stuart Walker (swalker@implexadvisors.com) and Matt Lupton (mlupton@implexadvisors.com)); (b) proposed counsel to the Debtor, McDermott Will & Schulte LLP, 2501 North Harwood Street, Suite 1900, Dallas, TX 75201 (Attn: Marcus A. Helt (mhelt@mwe.com), and One Vanderbilt Avenue, New York, NY 10017 (Attn: Darren Azman (dazman@mwe.com) and Natalie Rowles (nrowles@mwe.com)) and 1180 Peachtree St. NE, Suite 3350, Atlanta, GA 30309 (Attn: Daniel M. Simon (dsimon@mwe.com)); (c) counsel to UMB Bank, N. A., as bond trustee and master trustee (the “Trustee”), Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C., One Financial Center, Boston, MA 02111 (Attn: Daniel S. Bleck (DSBleck@mintz.com) and Eric Blythe (ERBlythe@mintz.com)); (d) counsel to Focus SH Acquisitions LLC, Polsinelli, 501 Commerce Street, Suite 1300, Nashville, TN 37203 (Attn: Bobby (bguy@polsinelli.com)) and 4020 Maple Avenue, Suite 300, Dallas, TX 75219 (Attn: Trinitee Green (tggreen@polsinelli.com)); (e) the Office of the United States Trustee for Region 6, 1100 Commerce Street, Room 976, Dallas, TX 75242 (Attn: Meredyth Kippes (Meredyth.Kippes@usdoj.gov)); (f) counsel to the official committee of unsecured creditors (if any) appointed in this Chapter 11 Case; and (g) any party that has requested notice pursuant to Bankruptcy Rule 2002. If no objections to entry of the Final Order are filed and served, the Court may enter such Final Order without further notice or hearing.

3. The Debtor is authorized, but not directed, to (a) maintain and continue operating the Cash Management System and honor any prepetition obligations related thereto; (b) designate, maintain, and continue to use on an interim basis any or all of its existing Bank Accounts, including, but not limited to, the Bank Accounts identified on Exhibit C to the Motion, in the

names and with the account numbers existing immediately before the Petition Date; (c) deposit funds in and withdraw funds from the Bank Accounts by all usual means, including checks, wire transfers, ACH transfers, drafts, electronic fund transfers, and other debits or items presented, issued, or drawn on the Bank Accounts; (d) treat its prepetition Bank Accounts for all purposes as debtor in possession accounts; (e) to open new debtor in possession bank accounts, and enter into any such ancillary agreements related to such accounts, or close any existing bank accounts as they may deem necessary and appropriate in its sole discretion; (f) to pay ordinary course Bank Fees in connection with the Bank Accounts, including any Bank Fees arising prior to the Petition Date; and (g) to perform its obligations under the documents and agreements governing the Bank Accounts.

4. The Debtor is authorized to open new bank accounts so long as (a) any such new account is with one of the Debtor's existing Banks or with a bank that (i) is insured with the FDIC or the Federal Savings and Loan Insurance Corporation, (ii) is designated as an Authorized Depository, and (iii) agrees to be bound by the terms of this Order and (b) the Debtor provides three days prior written notice to (i) the U.S. Trustee, and (ii) counsel to any statutory committee(s) appointed in the Chapter 11 Case of the opening of such account; *provided* that each account opened by the Debtor on or after the Petition Date at any bank shall, for purposes of this Order, be deemed a Bank Account as if it had been listed on Exhibit C attached to the Motion.

5. The Debtor is further authorized, but not directed, to continue to use, in its present form, all Business Forms and Books and Records as well as pre-printed checks and other documents related to the Bank Accounts existing immediately before the Petition Date without alteration and without the designation "Debtor in Possession" imprinted upon them; *provided* that once the Debtor has exhausted its existing stock of Business Forms, it shall ensure that any new

Business Forms are clearly labeled “Debtor in Possession” and with respect to any Business Forms that exist or are generated electronically, the Debtor shall ensure that such electronic Business Forms are clearly labeled “Debtor in Possession” within 30 business days, without prejudice to the Debtor’s right to seek further extension via written request to the U.S. Trustee (electronic mail being sufficient).

6. In connection with the ongoing use of its Cash Management System, the Debtor shall continue to maintain records with respect to all transfers of cash so that all transactions may be readily ascertained, traced, recorded properly, and distinguished between prepetition and postpetition transactions. The existing deposit agreements between the Debtor and the Banks shall continue to govern the postpetition cash management relationship between the Debtor and the Banks and all of the provisions of such agreements, including, without limitation, the termination and fee provisions, shall remain in full force and effect. Except as otherwise set forth herein, the Debtor and the Banks may, without further order of this Court, agree and implement any changes to the Cash Management System and procedures in the ordinary course of business and not inconsistent with this Order that they deem appropriate in their discretion, including, without limitation, closing any of the Bank Accounts or opening new bank accounts as set forth herein.

7. Except as otherwise provided in this Order, all of the Banks at which the Bank Accounts are maintained are authorized to continue to service and administer the Bank Accounts as accounts of the Debtor as debtor in possession, without interruption and in the ordinary course of business, consistent with prepetition practices, including prefunding arrangements, and to receive, process, honor, and pay any and all checks, drafts, credit card payments, and wire transfers, and ACH and other transfers issued and drawn on the Bank Accounts after the Petition

Date by the holders or makers thereof, as the case may be, including but not limited to (a) all checks drawn on the Bank Accounts that were cashed at the Banks' counters or exchanged for cashier's or official checks by the payees thereof prior to the Petition Date, (b) all Bank Fees and costs in connection with any checks or other items deposited in one of the Bank Accounts with such Bank prior to the Petition Date, which have been dishonored or returned unpaid for any reason, to the same extent the Debtor was responsible for such items prior to the Petition Date, and (c) all undisputed prepetition amounts outstanding as of the date hereof, if any, owed to any Bank as to service charges for the maintenance of the Cash Management System.

8. The Debtor is authorized to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer requests that have been dishonored as a consequence of the Chapter 11 Case with respect to prepetition amounts owed in connection with the relief granted herein.

9. Subject to the provisions of this Order, the Banks are authorized to and may rely on the representations of the Debtor as to which disbursements are authorized to be honored or dishonored, whether or not such disbursements are dated, drawn, or issued prior to, on, or subsequent to the Petition Date, and whether or not the Banks believe the payment is authorized by an order of the Court. The Banks shall not be deemed in violation of this Order and shall have no liability for relying on such representations by the Debtor or honoring any disbursements that is subject to this Order either (a) at the direction of the Debtor to honor such prepetition disbursement, (b) in the good faith belief that this Court has authorized such prepetition disbursement to be honored, or (c) as a result of an innocent mistake made despite implementation of reasonable item-handling procedures. To the extent that the Debtor directs that any

disbursements be dishonored or the Banks inadvertently dishonor any disbursements, the Debtor may issue replacement disbursements consistent with the orders of this Court.

10. The Banks are further authorized to (a) honor the Debtor's directions with respect to the opening or closing of any Bank Account, and (b) accept and hold, or invest, the Debtor's funds in accordance with the Debtor's instructions, and the Banks shall have no liability to any party for relying on such representations or instructions. To the extent any other order is entered by this Court authorizing the Banks to honor checks, drafts, ACH transfers, or other EFTs or any other withdrawals made, drawn, or issued in payment of prepetition claims, the obligation to honor such items shall be subject to this Order.

11. The Debtor is authorized, but not directed, to: (a) pay undisputed prepetition amounts outstanding as of the Petition Date, if any, owed in the ordinary course to the Banks as service charges for the maintenance of the Cash Management System and (b) reimburse the Banks for any claims arising before or after the Petition Date in connection with checks deposited with the Banks that have been dishonored or returned as a result of insufficient funds in the Bank Accounts in the ordinary course of business, to the same extent the Debtor was responsible for such items prior to the Petition Date.

12. If any Bank Accounts existing as of the Petition Date are not in compliance with section 345(b) of the Bankruptcy Code, the Debtor shall have until 45 days from the Petition Date, without prejudice to seeking additional extensions, to come into compliance with section 345(b) of the Bankruptcy Code; *provided*, that nothing herein shall prevent the Debtor or the U.S. Trustee from seeking further relief from the Court to the extent that an agreement cannot be reached. The Debtor may obtain further extensions of the period referenced above by entering into written

stipulations with the U.S. Trustee and filing such stipulations on the Court's docket without the need for further Court order.

13. The Debtor is authorized, but not directed, to continue issuing credit cards and reimbursing expenses incurred under the Corporate Card Program in the ordinary course of business consistent with prepetition practices, including by paying obligations outstanding with respect thereto and applying charges against prepetition deposits on a prepetition and postpetition basis, subject to the limitations of this Order.

14. The Debtor shall serve a copy of this Order on the Banks within five business days of the entry of this Order, and upon any bank at which the Debtor opens a new bank account, immediately upon the opening of such new account.

15. The banks and financial institutions on which checks were drawn or electronic payment requests made for payment of the prepetition obligations approved herein are authorized to receive, process, honor, and pay all such checks and electronic payment requests when presented for payment, and all such banks and financial institutions are authorized to rely on the Debtor's designation of any particular check or electronic payment request as approved by this Order without any duty of further inquiry and without liability for following the Debtor's instructions.

16. The Debtor is authorized to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer requests that are dishonored as a consequence of the Chapter 11 Case with respect to the relief granted herein.

17. Nothing in the Motion or this Order or the relief granted (including any actions taken or payments made by the Debtor pursuant thereto) shall be construed as (a) authority to assume or reject any executory contract or unexpired lease of real property, or as a request for the same; (b) an admission as to the validity, priority, or character of any claim or other asserted right

or obligation, or a waiver or other limitation on the Debtor's ability to contest the same on any ground permitted by bankruptcy or applicable non-bankruptcy law; (c) a promise or requirement to pay any claim or other obligation; or (d) granting third-party-beneficiary status, bestowing any additional rights on any third party, or being otherwise enforceable by any third party.

18. Notwithstanding anything to the contrary contained in the Motion or herein, any payment to be made hereunder, and any authorization contained herein, shall be subject to and in accordance with any interim and final orders, as applicable, authorizing or approving any postpetition debtor in possession financing or use of cash collateral for the Debtor (such orders, the "DIP Order"), including the budget attached thereto. To the extent there is any inconsistency between the terms of the DIP Order and any action taken or proposed to be taken hereunder, the terms of the DIP Order shall control.

19. The Court finds and determines that the requirements of Bankruptcy Rule 6003 are satisfied and that the relief requested in the Motion is necessary to avoid immediate and irreparable harm.

20. Notice of the Motion as provided therein shall be deemed good and sufficient notice under the circumstances of such Motion and the requirements of Bankruptcy Rule 6004(a), the Local Rules, and the Complex Case Procedures are satisfied by such notice.

21. Notwithstanding Bankruptcy Rule 6004(h), this Order shall be effective and enforceable immediately upon entry hereof.

22. All time periods set forth in this Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

23. The Debtor is authorized to take all actions necessary to implement the relief granted in this Order.

24. The Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, or enforcement of this Order.

END OF ORDER

Prepared and presented by:

/s/ Marcus A. Helt

Marcus A. Helt (TX 24052187)

MCDERMOTT WILL & SCHULTE LLP

2801 N. Harwood Street, Suite 2600

Dallas, Texas 75201

Telephone: (214) 295-8000

Facsimile: (972) 232-3098

Email: mhelt@mwe.com

- and -

Darren Azman (*pro hac vice* pending)

Natalie Rowles (*pro hac vice* pending)

One Vanderbilt Avenue

New York, New York 10017

Telephone: (212) 547-5400

Facsimile: (212) 547-5444

Email: dazman@mwe.com

nrowles@mwe.com

- and -

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

1180 Peachtree St. NE, Suite 3350

Atlanta, Georgia 30309

Telephone: (404) 260-8535

Facsimile: (404) 393-5260

Email: dsimon@mwe.com

*Proposed Counsel for the Debtor and
Debtor in Possession*

In re:
Buckingham Senior Living Community, Inc.
Debtor

Case No. 25-80595-mvl
Chapter 11

CERTIFICATE OF NOTICE

District/off: 0539-8
Date Rcvd: Nov 20, 2025

User: admin
Form ID: pdf025

Page 1 of 2
Total Noticed: 1

The following symbols are used throughout this certificate:

Symbol Definition

+ Addresses marked '+' were corrected by inserting the ZIP, adding the last four digits to complete the zip +4, or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Nov 22, 2025:

Recip ID	Recipient Name and Address
db	+ Buckingham Senior Living Community, Inc., 8580 Woodway Drive, Houston, TX 77063-2488

TOTAL: 1

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.
Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI).

NONE

BYPASSED RECIPIENTS

The following addresses were not sent this bankruptcy notice due to an undeliverable address, *duplicate of an address listed above, *P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

NONE

NOTICE CERTIFICATION

I, Gustava Winters, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Nov 22, 2025

Signature: /s/Gustava Winters

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on November 19, 2025 at the address(es) listed below:

Name	Email Address
Frasher Murphy	on behalf of Creditor UMB Bank N.A. frasher.murphy@haynesboone.com, kim.morzak@haynesboone.com
Kathryn Mailloux	on behalf of Claims Agent Epiq Corporate Restructuring LLC ecr@ecf.epiqsystems.com
Marcus Alan Helt	on behalf of Debtor Buckingham Senior Living Community Inc. mhelt@mwe.com, jbishopjones@mwe.com;dnorthrop@mwe.com;nolley-rainey-0153@ecf.pacerpro.com;jacqueline-bishop-jones-0301@ecf.pacerpro.com;nrainey@mwe.com
Trinitee G. Green	on behalf of Interested Party Focus SH Acquisition LLC tggreen@polsinelli.com docketing@polsinelli.com;robrien@polsinelli.com;bvogt@polsinelli.com
United States Trustee	ustpreion06.da.ecf@usdoj.gov

District/off: 0539-8

User: admin

Page 2 of 2

Date Rcvd: Nov 20, 2025

Form ID: pdf025

Total Noticed: 1

TOTAL: 5