

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:

AGDP HOLDING INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 25-11446 (MFW)

(Jointly Administered)

Ref. Docket Nos. 6 & 37

**CERTIFICATION OF COUNSEL REGARDING *REVISED* PROPOSED FINAL ORDER
(I) PROHIBITING UTILITY PROVIDERS FROM ALTERING, REFUSING, OR
DISCONTINUING SERVICE, (II) APPROVING PROPOSED ADEQUATE
ASSURANCE OF PAYMENT, (III) ESTABLISHING PROCEDURES FOR RESOLVING
REQUESTS FOR ADDITIONAL ASSURANCE OF PAYMENT, AND
(IV) GRANTING RELATED RELIEF**

On August 4, 2025, the above-captioned debtors and debtors in possession (collectively, the “Debtors”) filed the *Debtors’ Motion for Entry of Interim and Final Orders (I) Prohibiting Utility Providers from Altering, Refusing, or Discontinuing Service, (II) Approving Proposed Adequate Assurance of Payment, (III) Establishing Procedures for Resolving Requests for Additional Assurance of Payment, and (IV) Granting Related Relief* [D.I. 6] (the “Motion”). A proposed form of order approving the Motion on a final basis was attached to the Motion as Exhibit B (the “Proposed Final Order”).

On August 5, 2025, the United States Bankruptcy Court for the District of Delaware (the “Court”) entered an order approving the Motion on an interim basis [D.I. 37] (the “Interim Order”). Pursuant to the Interim Order, any objections or responses to entry of the

¹ The Debtors in these chapter 11 cases, together with the last four digits of the Debtors’ federal tax identification number, are AGDP Holding Inc. (6504); Avant Gardner, LLC (6504); AG Management Pool LLC (9962); EZ Festivals LLC (8854); Made Event LLC (6272); and Reynard Productions, LLC (5431). The Debtors’ service address is 140 Stewart Ave, Brooklyn, NY 11237, Attn: General Counsel.



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Proposed Final Order were to be filed and served by 4:00 p.m. (ET) on August 28, 2025 (the “Objection Deadline”).

Prior to the Objection Deadline, the Debtors received informal comments to the Proposed Final Order from the Official Committee of Unsecured Creditors (the “Committee”). In addition, Consolidated Edison Company of New York, Inc. (“Con Edison”) filed that certain *Objection of Consolidated Edison Company of New York, Inc. to the Debtors’ Motion for Entry of Interim and Final Orders (I) Prohibiting Utility Providers from Altering, Refusing, or Discontinuing Service, (II) Approving Proposed Adequate Assurance of Payment, (III) Establishing Procedures for Resolving Requests for Additional Assurance of Payment, and (IV) Granting Related Relief* [Docket No. 56] (the “Objection”).² The Debtors did not receive any other informal responses or objections to the Motion. To resolve the Committee’s comments and the Objection, the Debtors have agreed to revise the Proposed Final Order, as memorialized in the revised Proposed Final Order attached hereto as **Exhibit A** (the “Revised Proposed Final Order”). For the convenience of the Court and other interested parties, a blackline comparing the Revised Proposed Final Order against the Proposed Final Order is attached hereto as **Exhibit B**.

As the Debtors did not receive any objections or responses other than those described herein, and the Committee and Con Edison do not object to entry of the Revised Proposed Final Order, the Debtors respectfully request that the Court enter the Revised Proposed Final Order without further notice or hearing at the Court’s earliest convenience.

² Subsequent to the Objection being filed, the Debtors and Con Edison reached an agreement resolving the Objection. As such, on August 15, 2025, Con Edison filed that certain *Notice of Withdrawal of Objection of Consolidated Edison Company of New York, Inc. to the Debtors’ Motion for Entry of Interim and Final Orders (I) Prohibiting Utility Providers from Altering, Refusing, or Discontinuing Service, (II) Approving Proposed Adequate Assurance of Payment, (III) Establishing Procedures for Resolving Requests for Additional Assurance of Payment, and (IV) Granting Related Relief* [D.I. 69].

Dated: September 2, 2025
Wilmington, Delaware

YOUNG CONAWAY STARGATT & TAYLOR, LLP

/s/ Sarah Gawrysiak

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Proposed Counsel to the Debtors and Debtors in Possession

Exhibit A

Revised Proposed Final Order

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

AGDP HOLDING INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 25-11446 (MFW)

(Jointly Administered)

Ref: Docket Nos. 6 & 37

**FINAL ORDER (I) PROHIBITING UTILITY
PROVIDERS FROM ALTERING, REFUSING, OR
DISCONTINUING SERVICE, (II) APPROVING PROPOSED
ADEQUATE ASSURANCE OF PAYMENT, (III) ESTABLISHING
PROCEDURES FOR RESOLVING REQUESTS FOR ADDITIONAL
ASSURANCE OF PAYMENT, AND (IV) GRANTING RELATED RELIEF**

Upon the motion (the “Motion”)² of AGDP Holding Inc., and its debtor affiliates, as debtors and debtors in possession (collectively, the “Debtors”), for entry of a final order (this “Final Order”), pursuant to sections 366 and 105(a) of the Bankruptcy Code, (i) prohibiting the Utility Providers from altering, refusing, or discontinuing utility service on account of any outstanding amounts for services rendered prepetition, (ii) determining that adequate assurance of payment for postpetition Utility Services has been furnished to the Utility Providers, (iii) establishing procedures for resolving future requests by Utility Providers for additional assurance of payment, and (iv) granting related relief, each as more fully set forth 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 in accordance with 28 U.S.C. §§ 157 and 1334 and the

¹ The Debtors in these chapter 11 cases, together with the last four digits of the Debtors’ federal tax identification number, are AGDP Holding Inc. (6504); Avant Gardner, LLC (6504); AG Management Pool LLC (9962); EZ Festivals LLC (8854); Made Event LLC (6272); and Reynard Productions, LLC (5431). The Debtors’ service address is 140 Stewart Ave, Brooklyn, NY 11237, Attn: General Counsel.

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

Amended Standing Order of Reference from the United States District Court for the District of Delaware, dated February 29, 2012; and this matter being a core proceeding within the meaning of 28 U.S.C. § 157(b)(2); and this Court being able to issue a final order consistent with Article III of the United States Constitution; and venue of this proceeding and the Motion in this district being proper pursuant to 28 U.S.C. §§ 1408 and 1409; and appropriate notice of and opportunity for a hearing on the Motion having been given; and the relief requested in the Motion being in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The relief requested in the Motion is GRANTED on a final basis as set forth herein.
2. Absent compliance with the procedures set forth in the Motion and this Final Order, the Utility Providers are prohibited from altering, refusing, or discontinuing service on account of the commencement of these chapter 11 cases or any unpaid prepetition charges and are deemed to have received adequate assurance of payment in accordance with section 366 of the Bankruptcy Code. Nothing herein shall impair the rights of any Utility Provider under Section 366(c)(4) of the Bankruptcy Code.
3. Funds held in the Adequate Assurance Account and any Adequate Assurance Deposit shall be returned to the Debtors, (a) as provided pursuant to, or consistent with, any further order of this Court, or (b) without further order of this Court, upon the earlier of the effective date of a chapter 11 plan or such other time as these chapter 11 cases may be closed; *provided that* there are no outstanding disputes related to postpetition payments due. Notwithstanding anything to the

contrary herein, any funds returned to the Debtors shall be subject to the terms and conditions of any then-applicable cash collateral order.

4. The Debtors shall maintain the cash deposit in the amount of \$48,771 (the “Adequate Assurance Deposit”), sourced from the Debtors’ cash on hand, cash flow from operations, and their proposed use of cash collateral, in the Adequate Assurance Account, which account shall be held at a bank that is party to a Uniform Depository Agreement with the U.S. Trustee. The Adequate Assurance Deposit demonstrates the Debtors’ ability to pay for future Utility Services in the ordinary course of business (together, the “Proposed Adequate Assurance”) and constitutes sufficient adequate assurance to the Utility Providers.

5. The following Adequate Assurance Procedures are hereby approved in the entirety:

- i. The Debtors will email or otherwise expeditiously cause a copy of this Final Order, which includes the Adequate Assurance Procedures, to be served on each Utility Provider within forty-eight (48) hours after entry hereof.
- ii. The Debtors will deposit the Adequate Assurance Deposit in the Adequate Assurance Account within twenty (20) days after the Petition Date; *provided that*, to the extent any Utility Provider receives any other value from the Debtors as adequate assurance of payment, the Debtors may, upon notice to the Adequate Assurance Notice Parties (defined below), reduce the Adequate Assurance Deposit maintained in the Adequate Assurance Account on account of such Utility Provider by the amount of such other value.
- iii. Any Utility Provider seeking additional assurance of payment in the form of deposits, prepayments, or otherwise must serve a request for additional assurance (an “Additional Assurance Request”) so that it is actually received by the following parties (collectively, the “Adequate Assurance Notice Parties”): (i) the Debtors, 140 Stewart Ave, Brooklyn, NY 11237, Attn: General Counsel; and (ii) proposed counsel to the Debtors, Young Conaway Stargatt & Taylor, LLP, 1000 North King Street, Rodney Square, Wilmington, DE, Attn: Sean M. Beach (sbeach@ycst.com), S. Alexander Faris (afaris@ycst.com) and Sarah Gawrysiak (sgawrysiak@ycst.com); (iii) the Office of the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Wilmington, DE 19801, Attn: Jonathan W. Lipshie (Jon.Lipshie@usdoj.gov); and (iv) proposed counsel to the Official Committee of Unsecured Creditors (the “Committee”) appointed in these chapter 11 cases.

- iv. Any Additional Assurance Request must (i) be made in writing, (ii) set forth the type of Utility Services, the location, and account number(s) for which Utility Services are provided, (iii) identify any applicable security deposits, and (iv) set forth why the Utility Provider believes the Proposed Adequate Assurance is not sufficient adequate assurance of future payment.
- v. Any Additional Assurance Request must be made and actually received by the Adequate Assurance Notice Parties. If a Utility Provider fails to serve on the Adequate Assurance Notice Parties an Additional Assurance Request in accordance with the Adequate Assurance Procedures, such Utility Provider shall be prohibited from discontinuing, altering, or refusing service to, or discriminating against, the Debtors on account of the commencement of these chapter 11 cases or any unpaid prepetition charges, or requiring additional assurance of payment other than the Proposed Adequate Assurance.
- vi. Upon receipt of any Additional Assurance Request as provided herein, the Debtors shall have the greater of (i) twenty (20) days after receipt of such Additional Assurance Request, and (ii) thirty (30) days after entry of the order granting the relief requested by the Motion, or such greater period as may be agreed to by the Debtors and the relevant Utility Provider to resolve its Additional Assurance Request.
- vii. The Debtors may, without further order of this Court, resolve any Additional Assurance Request by mutual agreement with a Utility Provider, and may, in connection with any such agreement, provide a Utility Provider with additional adequate assurance of future payment, which may include, but is not limited to, cash deposits, prepayments, or other forms of security, in each case, without further order of this Court.
- viii. If the Debtors are not able to promptly reach a resolution with a Utility Provider that has submitted an Additional Assurance Request, the Debtors will request a hearing before this Court to determine the adequacy of assurance of payment with respect to the Utility Provider (the “Determination Hearing”) pursuant to section 366(c)(3) of the Bankruptcy Code.
- ix. Pending resolution of such dispute at the Determination Hearing, the relevant Utility Provider is prohibited from discontinuing, altering, or refusing service to the Debtors on account of (i) the commencement of these chapter 11 cases, (ii) any unpaid charges for prepetition services provided to any of the Debtors by the Utility Provider, or (iii) any objections to the Proposed Adequate Assurance.
- x. Except as provided by the Adequate Assurance Procedures and the terms of this Interim Order, the Debtors’ Utility Providers are prohibited from (i) altering, refusing, or discontinuing service on account of (a) the commencement of these chapter 11 cases or (b) any unpaid charges for prepetition services provided to any of the Debtors or on account of any

objections to the Adequate Assurance Deposit, and (ii) requiring the Debtors to pay a deposit or other security in connection with the provision of postpetition Utility Services, other than the funding of the Adequate Assurance Deposit.

6. The Debtors are authorized, upon reasonable notice to the Committee, to amend the Utility Provider List attached as **Exhibit C** to the Motion to add or delete any Utility Provider, and this Final Order shall apply to any Utility Provider that is subsequently added to the Utility Provider List. Any such amended Utility Provider List shall be filed with this Court.

7. The inclusion of any entity in, or the omission of any entity from, the Utility Provider List shall not be deemed an admission by the Debtors that such entity is or is not a “utility” within the meaning of section 366 of the Bankruptcy Code, and the Debtors reserve all rights and defenses with respect thereto.

8. For those Utility Providers that are subsequently added to the Utility Provider List, the Debtors will serve a copy of this Final Order on the subsequently added Utility Provider and deposit two (2) weeks’ worth of estimated utility costs in the Adequate Assurance Account for the benefit of such Utility Provider (less any amounts on deposit with any such Utility Provider that have not been applied to outstanding prepetition amounts), and any such subsequently added entities shall make an Additional Assurance Request in accordance with the Adequate Assurance Procedures.

9. If any utility account with a Utility Provider becomes discontinued or terminated during the course of these chapter 11 cases, or to the extent the Debtors determine, in their sole discretion and in consultation with the Committee, that a Utility Provider should otherwise be removed from the Utility Provider List, then without the need for further order of this Court or notice to any parties except as otherwise provided herein, the Debtors shall be authorized to decrease the amount of the Adequate Assurance Account by the amount deposited with respect to

such account or such Utility Provider, as applicable, provided that the Debtors (a) obtain the affected Utility Provider's consent to do so, or (b) provide the affected Utility Provider with seven (7) days' prior written notice of their intent to do so (which notice may be via e-mail) and receive no response to such notice. Upon the earlier of the effective date of a chapter 11 plan in these chapter 11 cases or such other time as these chapter 11 cases may be closed, the Debtors shall be relieved of the obligation to maintain the Adequate Assurance Account without the need for any further notice or action, order or approval of this Court.

10. The banks and financial institutions on which checks were drawn or electronic payment requests made in payment of the prepetition obligations approved herein are authorized and directed 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 Debtors' designation of any particular check or electronic payment request as approved by this Final Order without any duty to inquire otherwise and without liability for following the Debtors' instructions.

11. No payments shall be made pursuant to the relief authorized in this Final Order to any insiders as that term is defined in section 101 (31) of the Bankruptcy Code.

12. The Debtors are authorized, but not directed, to issue new postpetition checks, or effect new electronic funds transfers, on account of the relief set forth herein, and to replace any prepetition checks or electronic fund transfer requests that may be lost or dishonored as a result of the commencement of these chapter 11 cases.

13. Nothing in this Final Order constitutes (a) an admission as to the validity of any claim against the Debtors; (b) a waiver of the Debtors' or any party in interest's rights to dispute the amount of, basis for, or validity of any claim or interest under applicable law or nonbankruptcy

law; (c) a promise or requirement to pay any claim; (d) a waiver of the Debtors' or any other party in interest's rights under the Bankruptcy Code or any other applicable law; (e) a request for or granting of approval for assumption of any agreement, contract, program, policy, or lease under section 365 of the Bankruptcy Code; or (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates. Any payment made 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 the Debtors' or any party in interest's rights to subsequently dispute such claim.

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

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

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

Exhibit B

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**IN THE UNITED STATES BANKRUPTCY COURT
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In re:

AGDP HOLDING INC., *et al.*,¹

Debtors.

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Upon the motion (the “Motion”)² of AGDP Holding Inc., and its debtor affiliates, as debtors and debtors in possession (collectively, the “Debtors”), for entry of a final order (this “Final Order”), pursuant to sections 366 and 105(a) of the Bankruptcy Code, (i) prohibiting the Utility Providers from altering, refusing, or discontinuing utility service on account of any outstanding amounts for services rendered prepetition, (ii) determining that adequate assurance of payment for postpetition Utility Services has been furnished to the Utility Providers, (iii) establishing procedures for resolving future requests by Utility Providers for additional assurance of payment, and (iv) granting related relief, each as more fully set forth 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 in accordance with 28 U.S.C. §§ 157

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

and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012; and this matter being a core proceeding within the meaning of 28 U.S.C. § 157(b)(2); and this Court being able to issue a final order consistent with Article III of the United States Constitution; and venue of this proceeding and the Motion in this district being proper pursuant to 28 U.S.C. §§ 1408 and 1409; and appropriate notice of and opportunity for a hearing on the Motion having been given; and the relief requested in the Motion being in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

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

2. Absent compliance with the procedures set forth in the Motion and this Final Order, the Utility Providers are prohibited from altering, refusing, or discontinuing service on account of the commencement of these chapter 11 cases or any unpaid prepetition charges and are deemed to have received adequate assurance of payment in accordance with section 366 of the Bankruptcy Code. Nothing herein shall impair the rights of any Utility Provider under Section 366(c)(4) of the Bankruptcy Code.

3. Funds held in the Adequate Assurance Account and any Adequate Assurance Deposit shall be returned to the Debtors, (a) as provided pursuant to, or consistent with, any further order of this Court, or (b) without further order of this Court, upon the earlier of the effective date of a chapter 11 plan or such other time as these chapter 11 cases may be closed; *provided that* there are no outstanding disputes related to postpetition payments due.

Notwithstanding anything to the contrary herein, any funds returned to the Debtors shall be subject to the terms and conditions of any then-applicable cash collateral order.

4. The Debtors shall maintain the cash deposit in the amount of \$48,771 (the “Adequate Assurance Deposit”), sourced from the Debtors’ cash on hand, cash flow from operations, and their proposed use of cash collateral, in the Adequate Assurance Account, which account shall be held at a bank that is party to a Uniform Depository Agreement with the U.S. Trustee. The Adequate Assurance Deposit demonstrates the Debtors’ ability to pay for future Utility Services in the ordinary course of business (together, the “Proposed Adequate Assurance”) and constitutes sufficient adequate assurance to the Utility Providers.

5. The following Adequate Assurance Procedures are hereby approved in the entirety:

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- ii. The Debtors will deposit the Adequate Assurance Deposit in the Adequate Assurance Account within twenty (20) days after the Petition Date; *provided that*, to the extent any Utility Provider receives any other value from the Debtors as adequate assurance of payment, the Debtors may, upon notice to the Adequate Assurance Notice Parties (defined below), reduce, the Adequate Assurance Deposit maintained in the Adequate Assurance Account on account of such Utility Provider by the amount of such other value.
- iii. Any Utility Provider seeking additional assurance of payment in the form of deposits, prepayments, or otherwise must serve a request for additional assurance (an “Additional Assurance Request”) so that it is actually received by the following parties (collectively, the “Adequate Assurance Notice Parties”): (i) the Debtors, 140 Stewart Ave, Brooklyn, NY 11237, Attn: General Counsel; and (ii) proposed counsel to the Debtors, Young Conaway Stargatt & Taylor, LLP, 1000 North King Street, Rodney Square, Wilmington, DE, Attn: Sean M. Beach (sbeach@ycst.com), S. Alexander Faris (afaris@ycst.com) and Sarah Gawrysiak (sgawrysiak@ycst.com); (iii) the Office of the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Wilmington, DE 19801, Attn: Jonathan W. Lipshie (Jon.Lipshie@usdoj.gov); and (iv) proposed counsel to ~~any—statutory~~

~~committee~~the Official Committee of Unsecured Creditors (the “Committee”) appointed in these chapter 11 cases.

- iv. Any Additional Assurance Request must (i) be made in writing, (ii) set forth the type of Utility Services, the location, and account number(s) for which Utility Services are provided, (iii) identify any applicable security deposits, and (iv) set forth why the Utility Provider believes the Proposed Adequate Assurance is not sufficient adequate assurance of future payment.
- v. Any Additional Assurance Request must be made and actually received by the Adequate Assurance Notice Parties. If a Utility Provider fails to serve on the Adequate Assurance Notice Parties an Additional Assurance Request in accordance with the Adequate Assurance Procedures, such Utility Provider shall be prohibited from discontinuing, altering, or refusing service to, or discriminating against, the Debtors on account of the commencement of these chapter 11 cases or any unpaid prepetition charges, or requiring additional assurance of payment other than the Proposed Adequate Assurance.
- vi. Upon receipt of any Additional Assurance Request as provided herein, the Debtors shall have the greater of (i) twenty (20) days after receipt of such Additional Assurance Request, and (ii) thirty (30) days after entry of the order granting the relief requested by the Motion, or such greater period as may be agreed to by the Debtors and the relevant Utility Provider to resolve its Additional Assurance Request.
- vii. The Debtors may, without further order of this Court, resolve any Additional Assurance Request by mutual agreement with a Utility Provider, and may, in connection with any such agreement, provide a Utility Provider with additional adequate assurance of future payment, which may include, but is not limited to, cash deposits, prepayments, or other forms of security, in each case, without further order of this Court.
- viii. If the Debtors are not able to promptly reach a resolution with a Utility Provider that has submitted an Additional Assurance Request, the Debtors will request a hearing before this Court to determine the adequacy of assurance of payment with respect to the Utility Provider (the “Determination Hearing”) pursuant to section 366(c)(3) of the Bankruptcy Code.
- ix. Pending resolution of such dispute at the Determination Hearing, the relevant Utility Provider is prohibited from discontinuing, altering, or refusing service to the Debtors on account of (i) the commencement of these chapter 11 cases, (ii) any unpaid charges for prepetition services provided to any of the Debtors by the Utility Provider, or (iii) any objections to the Proposed Adequate Assurance.

- x. Except as provided by the Adequate Assurance Procedures and the terms of this Interim Order, the Debtors' Utility Providers are prohibited from (i) altering, refusing, or discontinuing service on account of (a) the commencement of these chapter 11 cases or (b) any unpaid charges for prepetition services provided to any of the Debtors or on account of any objections to the Adequate Assurance Deposit, and (ii) requiring the Debtors to pay a deposit or other security in connection with the provision of postpetition Utility Services, other than the funding of the Adequate Assurance Deposit.

6. The Debtors are authorized, [upon reasonable notice to the Committee](#), to amend the Utility Provider List attached as **Exhibit C** to the Motion to add or delete any Utility Provider, and this Final Order shall apply to any Utility Provider that is subsequently added to the Utility Provider List. Any such amended Utility Provider List shall be filed with this Court.

7. The inclusion of any entity in, or the omission of any entity from, the Utility Provider List shall not be deemed an admission by the Debtors that such entity is or is not a "utility" within the meaning of section 366 of the Bankruptcy Code, and the Debtors reserve all rights and defenses with respect thereto.

8. For those Utility Providers that are subsequently added to the Utility Provider List, the Debtors will serve a copy of this Final Order on the subsequently added Utility Provider and deposit two (2) weeks' worth of estimated utility costs in the Adequate Assurance Account for the benefit of such Utility Provider (less any amounts on deposit with any such Utility Provider that have not been applied to outstanding prepetition amounts), and any such subsequently added entities shall make an Additional Assurance Request in accordance with the Adequate Assurance Procedures.

9. If any utility account with a Utility Provider becomes discontinued or terminated during the course of these chapter 11 cases, or to the extent the Debtors determine, in their sole discretion and in consultation with ~~any statutory committee appointed in these chapter 11~~

~~eases~~ the Committee, that a Utility Provider should otherwise be removed from the Utility Provider List, then without the need for further order of this Court or notice to any parties except as otherwise provided herein, the Debtors shall be authorized to decrease the amount of the Adequate Assurance Account by the amount deposited with respect to such account or such Utility Provider, as applicable, provided that the Debtors (a) obtain the affected Utility Provider's consent to do so, or (b) provide the affected Utility Provider with seven (7) days' prior written notice of their intent to do so (which notice may be via e-mail) and receive no response to such notice. Upon the earlier of the effective date of a chapter 11 plan in these chapter 11 cases or such other time as these chapter 11 cases may be closed, the Debtors shall be relieved of the obligation to maintain the Adequate Assurance Account without the need for any further notice or action, order or approval of this Court.

10. The banks and financial institutions on which checks were drawn or electronic payment requests made in payment of the prepetition obligations approved herein are authorized and directed 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 Debtors' designation of any particular check or electronic payment request as approved by this Final Order without any duty to inquire otherwise and without liability for following the Debtors' instructions.

11. [No payments shall be made pursuant to the relief authorized in this Final Order to any insiders as that term is defined in section 101 \(31\) of the Bankruptcy Code.](#)

12. ~~11.~~ The Debtors are authorized, but not directed, to issue new postpetition checks, or effect new electronic funds transfers, on account of the relief set forth herein, and to replace

any prepetition checks or electronic fund transfer requests that may be lost or dishonored as a result of the commencement of these chapter 11 cases.

13. ~~12.~~ Nothing in this Final Order constitutes (a) an admission as to the validity of any claim against the Debtors; (b) a waiver of the Debtors' or any party in interest's rights to dispute the amount of, basis for, or validity of any claim or interest under applicable law or nonbankruptcy law; (c) a promise or requirement to pay any claim; (d) a waiver of the Debtors' or any other party in interest's rights under the Bankruptcy Code or any other applicable law; (e) a request for or granting of approval for assumption of any agreement, contract, program, policy, or lease under section 365 of the Bankruptcy Code; or (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates. Any payment made 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 the Debtors' or any party in interest's rights to subsequently dispute such claim.

14. ~~13.~~ Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Final Order are immediately effective and enforceable upon its entry.

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

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