

IN THE UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
NEWNAN DIVISION

In re:

AFH AIR PROS, LLC, *et al.*,¹

Debtors.

Chapter 11

Case No. 25-10356 (PMB)

(Jointly Administered)

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

The above-captioned debtors and debtors in possession (collectively, the “Debtors”), submit this motion (the “Motion”) for entry of an interim order, substantially in the form attached hereto as **Exhibit A** (the “Interim Order”), and a final order, substantially in the form attached hereto as **Exhibit B** (the “Final Order”, and together with the Interim Order, the “Proposed Orders”), pursuant to sections 105(a) and 366 of title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq.* (the “Bankruptcy Code”), Rules 6003 and 6004(h) of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Rules 9006-2, 9013-1, and 9013-2 of the Local Rules of the United States Bankruptcy Court for the Northern District of Georgia (the “Local Rules”), (i) prohibiting Utility Providers (as defined below) from altering, refusing, or discontinuing service; (ii) deeming Utility Providers adequately assured of future performance; and (iii) establishing procedures for determining adequate assurance of payment. In support of

¹ The last four digits of AFH Air Pros, LLC’s tax identification number are 1228. Due to the large number of debtor entities in these chapter 11 cases, a complete list of the debtor entities and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the proposed claims and noticing agent at <https://www.veritaglobal.net/AirPros>. The mailing address for the debtor entities for purposes of these chapter 11 cases is: 150 S. Pine Island Road, Plantation, Florida 33020.



the relief requested in this Motion, the Debtors rely upon and incorporate by reference the *Declaration of Andrew D.J. Hede in Support of Chapter 11 Petitions and First Day Pleadings* (“First Day Declaration”) filed contemporaneously herewith. In further support of this Motion, the Debtors respectfully state as follows:

JURISDICTION AND VENUE

1. The United States Bankruptcy Court for the Northern District of Georgia (the “Court”) has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2). Venue is proper in the Court pursuant to 28 U.S.C. §§ 1408 and 1409.

2. The statutory and legal predicates for the relief requested herein are sections 105(a) and 366 of the Bankruptcy Code, Bankruptcy Rules 6003 and 6004(h), Local Rules 9006-2, 9013-1, and 9013-2, and the *Second Amended and Restated General Order 26-2019, Procedures for Complex Chapter 11 Cases*, dated February 6, 2023 (the “Complex Case Procedures”).

BACKGROUND

A. The Chapter 11 Cases

3. On March 16, 2025 (the “Petition Date”), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code with this Court.

4. The Debtors continue to operate their businesses and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

5. No official committee has been appointed in the above-captioned chapter 11 cases (the “Chapter 11 Cases”), and no request has been made for the appointment of a trustee or an examiner.

6. Additional information regarding the Debtors' businesses, capital structure, and the circumstances leading to the filing of these Chapter 11 Cases is set forth in the First Day Declaration.

B. Utility Providers

7. In connection with the operation of their businesses, the Debtors obtain electricity, gas, water, internet, telephone, and other similar services (collectively, the "Utility Services") from a number of utility companies (collectively, the "Utility Providers"), including those listed on Exhibit C attached hereto (the "Utility Provider List").²

8. In the ordinary course of business, the Debtors regularly incur utility expenses for the Utility Services and have a long and established payment history with most or all the Utility Providers. The Debtors' aggregate average monthly cost for the Utility Services over the 12 months preceding the Petition Date is \$128,743.

9. The Utility Services are essential to the preservation of the Debtors' estates, and therefore, to the success of these Chapter 11 Cases. If any Utility Provider refuses or discontinues service, even for a brief period, the Debtors' ability to preserve and maximize the value of their respective estates could be severely and irreparably harmed. For example, a lack of electricity, telephone, or internet service would render the Debtors' websites and offices inoperable, effectively shutting down the Debtors' business operations. Indeed, any interruption of the Utility Services would disrupt the Debtors' ability to operate and maintain their businesses and would thereby negatively affect the Debtors' customer relationships, revenues, and profits. Such a result could seriously jeopardize the Debtors' continued operations and, ultimately, their

² The inclusion of any entity on, as well as any omission of any entity from, the Utility Provider List is not 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 with respect thereto.

value and constituent recoveries. It is therefore critical that the Utility Services continue uninterrupted.

10. The Debtors seek the relief requested herein with respect to all Utility Providers providing Utility Services to the Debtors, including, but not limited to, those listed on the Utility Provider List. The Debtors reserve the right to supplement the Utility Provider List by filing a notice or notices (each, a “Supplemental Notice”) with this Court.

RELIEF REQUESTED

11. By this Motion, the Debtors respectfully request entry of the Interim Order and the Final Order:

- (A) determining that the Utility Providers have been provided with adequate assurance of payment within the meaning of section 366 of the Bankruptcy Code;
- (B) approving the Debtors’ proposed offer of adequate assurance and procedures governing requests by Utility Providers for additional or alternative adequate assurance;
- (C) prohibiting the Utility Providers from altering, refusing, or discontinuing the Utility Services on account of prepetition amounts outstanding or on account of any perceived inadequacy of the Debtors’ proposed adequate assurance; and
- (D) determining that the Debtors are not required to provide any additional adequate assurance beyond what is proposed by this Motion.

A. Adequate Assurance

12. Generally, section 366 of the Bankruptcy Code prohibits utilities from altering, refusing, or discontinuing service to a debtor for the first 20 days of a bankruptcy case. 11 U.S.C. § 366(a)-(b). Under section 366(c)(2) of the Bankruptcy Code, however, in a chapter 11 case, a utility provider may refuse or discontinue service to a debtor after the first 30 days if the utility provider has not received from the debtor adequate assurance of future payment. 11 U.S.C.

§ 366(c)(2). Furthermore, upon expiration of such period, a utility provider cannot terminate its services if a debtor has furnished adequate “assurance of payment” within the meaning of section 366(c)(1)(A) of the Bankruptcy Code. *See* 11 U.S.C. §§ 366(c)(1)(A) and 366(c)(2).

13. In light of the severe consequences to the Debtors that would result from any interruption in Utility Services by the Utility Providers but recognizing the right of the Utility Providers to evaluate the proposed adequate assurance on a case-by-case basis, the Debtors propose that the Court approve, on an interim basis and subject to entry of a final order, the Adequate Assurance Procedures (as defined below).

14. The Debtors intend to pay all postpetition obligations in the ordinary course of business and expect that revenues generated from their business operations and funds from their debtor-in-possession financing facility will be sufficient to pay all undisputed postpetition obligations owed to the Utility Providers in a timely manner. However, to provide adequate assurance of payment for future services to the Utility Providers as set forth in section 366(c) of the Bankruptcy Code, the Debtors propose to deposit an initial sum of \$64,372, which is equal to 50% of the Debtors’ estimated aggregate average monthly cost for Utility Services (the “Adequate Assurance Deposit”), into a segregated account (the “Adequate Assurance Account”) within 14 calendar days after the entry of the Interim Order.

15. The Debtors further propose to maintain the Adequate Assurance Account with a minimum balance equal to 50% of the Debtors’ estimated average monthly cost of Utility Services through a final hearing on the Motion. Thereafter, the Debtors propose to adjust the amount in the Adequate Assurance Account to reflect any (i) termination of Utility Services by the Debtors regardless of any Additional Assurance Requests (as defined below), and (ii) entry

into agreements with Utility Providers that serve Additional Assurance Requests or related orders of the Court.

16. The Debtors submit that the Adequate Assurance Deposit, taken together with the facts and circumstances of these Chapter 11 Cases, constitutes sufficient adequate assurance to the Utility Providers. The Debtors intend to continue paying their obligations to the Utility Providers postpetition in the ordinary course of business. Moreover, the Debtors are seeking approval of postpetition financing and use of cash collateral that the Debtors believe will provide sufficient liquidity to meet their cash needs during these Chapter 11 Cases.

17. These protections ensure that all Utility Providers will have adequate assurance of payment throughout the pendency of these Chapter 11 Cases, and the Debtors believe that no other or further assurance is necessary. However, if any Utility Provider believes adequate assurance is required beyond the protections described herein, the Debtors propose that such Utility Provider request such assurance pursuant to the following procedures (the “Adequate Assurance Procedures”):

- (A) As adequate assurance of future payment to the Utility Providers, the Debtors have deposited and will maintain in a segregated Adequate Assurance Account an initial sum of \$64,372, which is equal to 50% of the Debtors’ estimated aggregate average cost per month for Utility Services;
- (B) If a Utility Provider is not satisfied with the amount of the Adequate Assurance Deposit attributable to such Utility Provider in the Adequate Assurance Account and seeks additional assurance of payment, the Utility Provider must serve a written request (an “Additional Assurance Request”) upon the Debtors setting forth (i) the location(s) for which Utility Services are provided, (ii) the account number(s) for such location(s), (iii) the outstanding balance for each account, (iv) a summary of the Debtors’ payment history on each account and whether any deposits or prepayments have been made by the Debtors to the Utility Provider, and (v) an explanation of why the Adequate Assurance Deposit is inadequate assurance of payment;

- (C) The Additional Assurance Request must be served on the following notice parties: (i) the Debtors, 150 S. Pine Island Road, Plantation, Florida 33020, Attn: Andrew D.J. Hede (ahede@accordion.com); (ii) proposed counsel to the Debtors, Greenberg Traurig, LLP, 3333 Piedmont Rd. NE, Suite 2500, Atlanta, GA 30305, Attn: David B. Kurzweil, Esq. (kurzweild@gtlaw.com) and Matthew A. Petrie (petriem@gtlaw.com); (iii) counsel for the DIP Lenders and the Prepetition Lenders, (a) Latham & Watkins LLP, 330 N. Wabash Avenue, Suite 2800, Chicago, Illinois 60611, Attn: James Ktsanes (james.ktsanes@lw.com), Ebba Gebisa (ebba.gebisa@lw.com), and Whit Morley (whit.morley@lw.com) and (b) Latham & Watkins LLP, 1271 Avenue of the Americas, New York, New York 10020, Attn: Nikhil Gulati (nikhil.gulati@lw.com); and (iv) counsel for the Official Committee of Unsecured Creditors, if any;
- (D) If the Debtors receive an Additional Assurance Request in compliance with the Adequate Assurance Procedures, the Debtors shall have 14 calendar days from receipt of an Additional Assurance Request (the “Resolution Period”) to negotiate with the Utility Provider that served the Additional Assurance Request to resolve such Utility Provider’s request for additional assurance of payment; provided, however, during the Resolution Period, such Utility Providers may not terminate the Utility Services they provide to the Debtors on account of the bankruptcy filing or any unpaid charges for prepetition services;
- (E) The Debtors may resolve any Additional Assurance Request by agreement with the relevant Utility Provider and without further order of this Court, and may, in connection with any such agreement provide such Utility Provider with additional adequate assurance of future payment including, but not limited to, cash deposits, prepayments, or other security, without further order of this Court, if the Debtors believe such additional assurance is reasonable;
- (F) If the Debtors determine that an Additional Assurance Request is not reasonable and are not able to reach an alternative resolution with the relevant Utility Provider, the Debtors will request a hearing before this Court, to be held at a date and time to be promptly scheduled by the Debtors upon notice to the applicable Utility Provider, to determine the adequacy of assurance of payment with respect to the particular Utility Provider (a “Determination Hearing”), pursuant to section 366(c)(3) of the Bankruptcy Code;
- (G) Pending resolution of any such Determination Hearing, the relevant Utility Provider shall be restrained from discontinuing, altering or refusing service to the Debtors on account of unpaid charges for prepetition services or the Debtors’ bankruptcy filing;

- (H) A Utility Provider shall be deemed to have adequate assurance of payment unless the Utility Provider makes an Additional Assurance Request and (a) the Debtors agree to an Additional Assurance Request or agree to an alternative assurance of payment with the Utility Provider during the Resolution Period or (b) this Court enters an order requiring that additional adequate assurance of payment be provided;
- (I) The Adequate Assurance Deposit shall be deemed adequate assurance of payment for any Utility Provider that fails to make an Additional Assurance Request; and
- (J) At any time, the Debtors may terminate service from any of the Utility Providers, such termination being effective immediately upon the Debtors' notice to the Utility Provider. At such time, the Debtors shall no longer be required to make any payments to such Utility Provider for any services provided after such termination, and any excess payments shall be returned immediately.

18. The Debtors also request authorization to periodically adjust the amount in the Adequate Assurance Account to reflect any termination of Utility Services by the Debtors (a) upon notice to the affected Utility Provider and (b) if the Debtors have not received an objection from such Utility Provider within 14 calendar days of providing such notice. If the Utility Provider serves the Debtors with a written objection, the Debtors will request a hearing before the Court at the next omnibus hearing date or such other date that the Debtors and the Utility Provider may agree, subject to the Court's calendar.

19. In addition, the Debtors also request authorization to periodically adjust the amount in the Adequate Assurance Account to reflect the entry into any agreements with Utility Providers that serve Additional Assurance Requests or related orders of the Court, as applicable.

B. Subsequent Modifications of the Utility Provider List

20. Although the Debtors have made an extensive and good faith effort to identify all Utility Providers, certain Utility Providers that currently provide Utility Services to the Debtors may not be listed on the Utility Provider List. To the extent the Debtors subsequently identify additional Utility Providers or determine that an entity was improperly included as a Utility

Provider on the Utility Provider List, the Debtors request the authority, in their sole discretion and without further order of this Court, to amend the Utility Provider List to add or remove any Utility Provider. If the Debtors add Utility Providers to the Utility Provider List, the Debtors will (a) serve a copy of this Motion, the amended Utility Provider List, and the Interim Order or Final Order (as applicable) on such Utility Providers within five business days after the Debtors file a Supplemental Notice with the Court reflecting the revisions to the Utility Provider List and (b) increase the Adequate Assurance Deposit by an amount equal to 50% of the Debtors' average cost per month for such additional Utility Providers. Such subsequently added Utility Providers will be subject to the Adequate Assurance Procedures set forth herein.

21. For any entity that is removed from the Utility Provider List, the Debtors shall serve that entity with a notice of removal and such entity shall have 14 calendar days from the date of service of such notice to object to that removal.

22. Nothing in an interim order or a final order on this Motion will constitute a finding that any entity is or is not a Utility Provider under section 366 of the Bankruptcy Code, whether or not such entity is included on the Utility Provider List.

BASIS FOR RELIEF

23. Congress enacted section 366 of the Bankruptcy Code to protect debtors from utility service cutoffs upon a bankruptcy filing while, at the same time, providing utility companies with adequate assurance that debtors 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. Section 366(a) of the Bankruptcy Code prohibits utility companies from discontinuing, altering, or refusing service to a debtor. *See* 11 U.S.C. § 366(a). Pursuant to section 366(c)(2) of the Bankruptcy Code, however, in a chapter 11 case, a utility provider may refuse or discontinue service to a debtor

after the first 30 days if the debtor has not furnished the utility provider with “adequate assurance of payment” within the meaning of section 366(c)(1)(A) of the Bankruptcy Code. 11 U.S.C. §§ 366(c)(1)(A) and 366(c)(2). Upon expiration of such period, a utility provider cannot terminate its services if a debtor has furnished adequate assurance of payment. 11 U.S.C. § 366(c).³

24. Section 366(c) has two primary purposes. First, it permits a utility to alter, refuse or discontinue utility service if a debtor has not provided “satisfactory” adequate assurance within 30 days of its bankruptcy filing, subject to the court’s ability to modify the amount of adequate assurance. Second, it restricts the factors that a court can consider when determining whether an adequate assurance payment is, in fact, adequate. Specifically, when determining the amount of a deposit, courts may no longer consider (i) the absence of a security deposit before the debtor’s petition date, (ii) the debtor’s history of timely payments, or (iii) the availability of an administrative expense priority.

25. While section 366(c) limits the factors a court can consider when determining whether a debtor has provided adequate assurance of payment, it does not limit a court’s ability to determine the amount of payment, if any, necessary to provide such adequate assurance. Instead, section 366(c) gives courts the same discretion in determining the amount of payment

³ Section 366 of the Bankruptcy Code applies to entities that are traditionally viewed as utilities, such as those that provide electricity, gas, telephone service or water, and to any entity that supplies services that cannot be readily obtained elsewhere, replaced, or which constitutes a monopoly with respect to the services that it provides to the debtor. *See, e.g., In re Ziff Davis Media Inc.*, Case No. 08-10768 (BRL) (Bankr. S.D.N.Y. Mar. 11, 2008) [Docket No. 48] (approving internet server providers as utilities for purposes of section 366); *One Stop Realtour Place, Inc. v. Allegiance Telecom of Penn., Inc. (In re One Stop Realtour Place, Inc.)*, 268 B.R. 430, 436-37 (Bankr. E.D. Pa. 2001) (provider of telephone service is a utility regardless of whether telephone service may be available from another provider); *In re Coastal Dry Dock & Repair Corp.*, 62 B.R. 879, 883 (Bankr. E.D.N.Y. 1986) (landlord of the Brooklyn Navy Yard “occupies ‘a special position with respect to the debtor’ in its role as [the debtor’s] utility supplier”); *see also In re Nortel Networks Inc.*, Case No. 09-10138 (KG) (Bankr. D. Del. Jan. 15, 2009) [Docket No. 46] (approving internet-related services as utilities for purposes of section 366). Despite the wide latitude afforded in determining those entities that constitute utilities under section 366, some of the companies listed on the Utility Provider List may also provide goods or services to the Debtors in a capacity other than that of a utility. With respect to any such goods or services, such companies are not entitled to adequate assurance under section 366. Moreover, the Debtors are not foreclosed from taking the position that any of the entities listed on the Utility Provider List are not utilities within the meaning of section 366.

necessary for adequate assurance as they previously had under section 366(b). *Compare* 11 U.S.C. § 366(b) (“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.”) *with* 11 U.S.C. § 366(c)(3)(A) (“On request of a party in interest and after notice and a hearing, the court may order modification of the amount of an assurance payment under paragraph (2).”). Section 366(b) permits a court to find that no adequate assurance payment at all is necessary to provide a utility with adequate assurance of payment under certain circumstances. *See Va. Elec. & Power Co. v. Caldor, Inc.*, 117 F.3d 646, 650 (2d Cir. 1997) (“Even assuming that ‘other security’ should be interpreted narrowly . . . a bankruptcy court’s authority to ‘modify’ the level of the ‘deposit or other security,’ provided for under § 366(b), includes the power to require no ‘deposit or other security’ where none is necessary to provide a utility supplier with ‘adequate assurance of payment.’”). This may be particularly true in cases where the debtor has made prepetition deposits or prepayments for services that utilities will ultimately render postpetition. *See* 11 U.S.C. § 366(c)(1)(A)(v) (recognizing a prepayment for postpetition services as adequate assurance). Accordingly, courts continue to have discretion to determine the amount of adequate assurance payments and, where appropriate, to determine that no such payment is necessary.

26. Additionally, section 366(c), like section 366(b), simply requires that a utility’s assurance of payment be “adequate.” Courts have long recognized that adequate assurance of performance does not constitute an absolute guarantee of a debtor’s ability to pay. *See In re Caldor, Inc.*, 199 B.R. 1, 3 (S.D.N.Y. 1996) (“[Section 366(b)] does not require an ‘absolute guarantee of payment.’”); *In re Steinebach*, 303 B.R. 634, 641 (Bankr. D. Ariz. 2004) (“Adequate assurance of payment is not, however, absolute assurance.”); *In re Adelpia Bus. Solutions, Inc.*,

280 B.R. 63, 80 (Bankr. S.D.N.Y. 2002) (“In determining adequate assurance, a bankruptcy court is not required to give a utility company the equivalent of a guaranty of payment”); *In re Penn Jersey Corp.*, 72 B.R. 981, 982 (Bankr. E.D. Pa. 1987) (“[Section] 366 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”). Courts have also recognized that in determining the amount of adequate assurance, bankruptcy courts should “focus upon the need of the utility for assurance, and to require that the debtor supply *no more than that*, since the debtor almost perforce has a conflicting need to conserve scarce financial resources.” *Caldor*, 117 F.3d at 650 (emphasis in original); *see also In re Penn. Cent. Transp. Co.*, 467 F.2d 100, 103–04 (3d Cir. 1972) (affirming bankruptcy court’s ruling that no utility deposits were necessary where such deposits would likely “jeopardize the continuing operation of the [debtor] merely to give further security to suppliers who already are reasonably protected”). Accordingly, demands by a Utility Provider for a guarantee of payment when they already have adequate assurance of payment in light of the Debtors’ specific circumstances should be refused.

27. the Debtors believe that the proposed Adequate Assurance Deposit is sufficient adequate assurance of payment within the meaning of section 366 of the Bankruptcy Code. The proposed Adequate Assurance Deposit is a cash deposit, a listed form of assurance of payment in section 366(c)(1)(A) of the Bankruptcy Code. The Debtors are also requesting authority to obtain postpetition financing and use cash collateral, which will enable them to pay their operating costs, including utility costs, as they come due. The Debtors anticipate that the postpetition financing and use of cash collateral will provide sufficient funds to pay for the Utility Services during the pendency of these Chapter 11 Cases. Moreover, the Debtors have a powerful incentive to stay current on their utility obligations because of their significant reliance on the Utility

Services to maintain their business operations. These factors, which the Court should consider when determining the amount of any adequate assurance payments, justify a finding that the proposed adequate assurance is more than sufficient to assure the Utility Providers of future payment.

28. If the Utility Providers disagree with the Debtors' analysis, however, the Adequate Assurance Procedures proposed in this Motion will enable the parties to negotiate and, if necessary, seek Court intervention without jeopardizing the Debtors' Chapter 11 Cases, while still protecting the rights of the Utility Providers under section 366 of the Bankruptcy Code.

29. The Court has authority to approve the proposed Adequate Assurance Procedures under section 105(a) of the Bankruptcy Code. Section 105(a) of the Bankruptcy Code provides that the Court "may issue any order, process or judgment that is necessary or appropriate to carry out the provisions of this title." 11 U.S.C. § 105(a). The purpose of section 105(a) of the Bankruptcy Code is "to assure the bankruptcy courts [sic] power to take whatever action is appropriate or necessary in aid of the exercise of their jurisdiction." 2 Collier on Bankruptcy ¶ 105.01, at 105-5 to 105-6 (16th ed. 2024).

30. The proposed Adequate Assurance Procedures set forth a fair process that will enable all parties to negotiate their respective positions and, where necessary, seek Court intervention without jeopardizing the Debtors' Chapter 11 Cases, while preserving the Utility Providers' rights under section 366 of the Bankruptcy Code. Courts in this district have approved similar procedures in other recent chapter 11 cases. *See, e.g., In re OTB Holding LLC*, Case No. 25-52415 (SMS) (Bankr. N.D. Ga. Mar. 7, 2025) [Docket No. 51]; *In re LaVie Care Centers, LLC*, Case No. 24-55507 (PMB) (Bankr. N.D. Ga. June 27, 2024) [Docket No. 173]; *In re Regional Housing & Cmty. Servs. Corp.*, Case No. 21-41034 (PWB) (Bankr. N.D. Ga. Sept. 22,

2021) [Docket No. 57]; *In re The Krystal Co.*, Case No. 20-61065 (PWB) (Bankr. N.D. Ga. Feb. 13, 2020) [Docket No. 159]; *In re Jack Cooper Ventures, Inc.*, Case No. 19-62393 (PWB) (Bankr. N.D. Ga. Sept. 12, 2019) [Docket No. 276]. Accordingly, the Debtors believe that the proposed Adequate Assurance Procedures should be approved.

**REQUEST FOR IMMEDIATE RELIEF AND WAIVER OF STAY
TO AVOID IMMEDIATE AND IRREPARABLE HARM**

31. The relief requested in this Motion is necessary to avoid immediate and irreparable harm to the Debtors for the reasons set forth herein and in the First Day Declaration. Therefore, Bankruptcy Rule 6003 has been satisfied and the relief requested herein should be granted.

32. Bankruptcy Rule 6003 provides that the Court may grant relief within 21 days after the filing of the petition regarding “a motion to use, sell, lease, or otherwise incur an obligation regarding property of the estate, including a motion to pay all or part of a claim that arose before the filing of the petition” only if such relief is necessary to avoid immediate and irreparable harm. Fed R. Bankr. P. 6003(b). As set forth in this Motion and the First Day Declaration, any disruption of the Utility Services would severely disrupt the Debtors’ operations at this critical juncture and could imperil the Debtors’ restructuring. Accordingly, Bankruptcy Rule 6003 is satisfied, and the relief requested herein should be granted.

33. Additionally, the Debtors further seek a waiver of any stay of the effectiveness of an order approving this Motion. Pursuant to Bankruptcy Rule 6004(h), “[a]n order authorizing the use, sale, or lease of property other than cash collateral is stayed until the expiration of 14 days after entry of the order, unless the court orders otherwise.” Fed. R. Bankr. P. 6004(h). The relief requested in this Motion is essential to prevent immediate and irreparable damage to the Debtors’ operations, going-concern value, and their efforts to pursue a resolution to these

Chapter 11 Cases. Accordingly, the 14-day stay under Bankruptcy Rule 6004(h) should be waived.

RESERVATION OF RIGHTS

34. Nothing in the Proposed Orders or this Motion (i) is intended or shall be deemed to constitute an assumption of any agreement pursuant to section 365 of the Bankruptcy Code or an admission as to the validity of any claim against the Debtors and their estates; (ii) shall impair, prejudice, waive, or otherwise affect the rights of the Debtors and their estates with respect to the validity, priority, or amount of any claim against the Debtors and their estates; (iii) shall impair, prejudice, waive, or otherwise affect the rights of the Debtors and their estates with respect to any and all claims or causes of action; or (iv) shall be construed as a promise to pay a claim.

NOTICE

35. Notice of this Motion has been given to the following parties or, in lieu thereof, to their Notice of this Motion has been given to the following parties or, in lieu thereof, to their counsel, if known: (a) the Office of the United States Trustee for the Northern District of Georgia; (b) the Debtors' prepetition and postpetition lenders and collateral agent; (c) creditors holding the 30 largest unsecured claims against the Debtors; (d) the United States Attorney for the Northern District of Georgia; (e) the Georgia Department of Revenue; (f) the Internal Revenue Service; (g) the Securities & Exchange Commission; (h) the Georgia Secretary of State; (i) the states attorneys general for states in which the Debtors conduct business; (j) the Utility Providers; and (k) any party that has requested notice pursuant to Bankruptcy Rule 2002. The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

NO PRIOR REQUEST

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

CONCLUSION

WHEREFORE, the Debtors respectfully request that this Court enter the Proposed Orders granting the relief requested herein and such other and further relief as is just and proper.

Dated: March 16, 2025

Respectfully submitted,

GREENBERG TRAURIG, LLP

/s/ David B. Kurzweil

David B. Kurzweil (Ga. Bar No. 430492)

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*Proposed Counsel for the Debtors and
Debtors in Possession*

Exhibit A

Proposed Interim Order

**IN THE UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
NEWNAN DIVISION**

In re:

AFH AIR PROS, LLC, *et al.*,¹

Debtors.

Chapter 11

Case No. 25-10356 (PMB)

(Jointly Administered)

Re: Docket No. ____

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

Upon the *Emergency Motion of the Debtors for Entry of Interim and Final Orders
(I) Prohibiting Utility Providers From Altering, Refusing or Discontinuing Service, (II) Deeming
Utility Providers Adequately Assured of Future Performance, and (III) Establishing Procedures*

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for Determining Adequate Assurance of Payment (the “Motion”);² and the Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and this matter being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue of these Chapter 11 Cases and the Motion in this district being proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that due and adequate notice of the Motion has been given under the circumstances; and this Court having held a hearing (the “Hearing”) to consider the relief requested in the Motion; and upon the First Day Declaration and the record of the Hearing, this Court having determined that there is good and sufficient cause for the relief set forth in this Order; and after due deliberation thereon,

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED on an interim basis to the extent provided herein.
2. Until a final order is entered by the Court, all Utility Providers are prohibited from discontinuing, altering, or refusing service to the Debtors on account of any unpaid prepetition charges, or discriminating against the Debtors or requiring payment of a deposit or receipt of any other security for continued service as a result of the Debtors’ bankruptcy filing or any outstanding prepetition invoices other than as set forth in the Motion, provided the Debtors are in compliance with the terms of this Order.
3. The following Adequate Assurance Procedures are hereby approved:
 - A. As adequate assurance of future payment to the Utility Providers, the Debtors have deposited and will maintain in a segregated Adequate Assurance Account an initial sum of 63,463, which is equal to 50% of the Debtors’ estimated aggregate average cost per month for Utility Services;
 - B. If a Utility Provider is not satisfied with the amount of the Adequate Assurance Deposit attributable to such Utility Provider in the Adequate Assurance Account and seeks additional assurance of payment, the Utility Provider must serve a written request (an “Additional Assurance Request”) upon the Debtors setting forth (i) the location(s) for which

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

Utility Services are provided, (ii) the account number(s) for such location(s), (iii) the outstanding balance for each account, (iv) a summary of the Debtors' payment history on each account and whether any deposits or prepayments have been made by the Debtors to the Utility Provider, and (v) an explanation of why the Adequate Assurance Deposit is inadequate assurance of payment;

- C. The Additional Assurance Request must be served on the following notice parties: (i) the Debtors, 150 S. Pine Island Road, Plantation, Florida 33020, Attn: Andrew D.J. Hede (ahede@accordion.com); (ii) proposed counsel to the Debtors, Greenberg Traurig, LLP, 3333 Piedmont Rd. NE, Suite 2500, Atlanta, GA 30305, Attn: David B. Kurzweil, Esq. (kurzweild@gtlaw.com) and Matthew A. Petrie (petriem@gtlaw.com); (iii) counsel for the DIP Lenders and the Prepetition Lenders, (a) Latham & Watkins LLP, 330 N. Wabash Avenue, Suite 2800, Chicago, Illinois 60611, Attn: James Ktsanes (james.ktsanes@lw.com), Ebba Gebisa (ebba.gebisa@lw.com), and Whit Morley (whit.morley@lw.com) and (b) Latham & Watkins LLP, 1271 Avenue of the Americas, New York, New York 10020, Attn: Nikhil Gulati (nikhil.gulati@lw.com); and (iv) counsel for the Official Committee of Unsecured Creditors, if any;
- D. If the Debtors receive an Additional Assurance Request in compliance with the Adequate Assurance Procedures, the Debtors shall have 14 calendar days from receipt of an Additional Assurance Request (the "Resolution Period") to negotiate with the Utility Provider that served the Additional Assurance Request to resolve such Utility Provider's request for additional assurance of payment; provided, however, during the Resolution Period, such Utility Providers may not terminate the Utility Services they provide to the Debtors on account of the bankruptcy filing or any unpaid charges for prepetition services;
- E. The Debtors may resolve any Additional Assurance Request by agreement with the relevant Utility Provider and without further order of this Court, and may, in connection with any such agreement provide such Utility Provider with additional adequate assurance of future payment including, but not limited to, cash deposits, prepayments, or other security, without further order of this Court, if the Debtors believe such additional assurance is reasonable;
- F. If the Debtors determine that an Additional Assurance Request is not reasonable and are not able to reach an alternative resolution with the relevant Utility Provider, the Debtors will request a hearing before this Court, to be held at a date and time to be promptly scheduled by the Debtors upon notice to the applicable Utility Provider, to determine the adequacy of assurance of payment with respect to the particular Utility Provider (a "Determination Hearing"), pursuant to section 366(c)(3) of the Bankruptcy Code;

- G. Pending resolution of any such Determination Hearing, the relevant Utility Provider shall be restrained from discontinuing, altering or refusing service to the Debtors on account of unpaid charges for prepetition services or the Debtors' bankruptcy filing;
- H. A Utility Provider shall be deemed to have adequate assurance of payment unless the Utility Provider makes an Additional Assurance Request and (a) the Debtors agree to an Additional Assurance Request or agree to an alternative assurance of payment with the Utility Provider during the Resolution Period or (b) this Court enters an order requiring that additional adequate assurance of payment be provided;
- I. The Adequate Assurance Deposit shall be deemed adequate assurance of payment for any Utility Provider that fails to make an Additional Assurance Request; and
- J. At any time, the Debtors may terminate service from any of the Utility Providers, such termination being effective immediately upon the Debtors' notice to the Utility Provider. At such time, the Debtors shall no longer be required to make any payments to such Utility Provider for any services provided after such termination, and any excess payments shall be returned immediately.

4. The Debtors shall fund the Adequate Assurance Deposit into the Adequate Assurance Account within 14 calendar days of the entry of this Order, subject to interim approval of the Debtors' postpetition financing and use of cash collateral.

5. The Debtors are authorized to periodically adjust the amount in the Adequate Assurance Account to reflect any termination of Utility Services by the Debtors (a) upon notice to the affected Utility Provider and (b) if the Debtors have not received an objection from such Utility Provider within 14 calendar days of providing such notice. If the Utility Provider serves the Debtors with a written objection, the Debtors shall request a hearing before this Court at the next omnibus hearing date or such other date that the Debtors and the Utility Provider may agree. The Debtors shall not deduct from the Adequate Assurance Deposit the amount attributable to any Utility Provider that the Debtors seek to terminate unless (a) the 14-day notice period has passed and the Debtors have not received a written objection to termination from such Utility

Provider, or (ii) any objection by a Utility Provider has been resolved consensually or by order of the Court.

6. The Debtors are further authorized to periodically adjust the amount in the Adequate Assurance Account to reflect the entry into any agreements with Utility Providers that file Additional Assurance Requests or related orders of the Court, as applicable.

7. If the Debtors default postpetition on any of their obligations under this Order to any Utility Provider, such Utility Provider may (a) seek payment from the Adequate Assurance Deposit in an amount to exceed the amount attributable to such Utility Provider as set forth on the Utility Provider List attached to the Motion as Exhibit A and (b) seek additional adequate assurance under the Adequate Assurance Procedures set forth in this Order, or other appropriate relief from the Court, upon motion and notice to the Debtors, their counsel, and interested parties.

8. To the extent the Debtors subsequently identify additional providers of Utility Services or determine that an entity was improperly included as a Utility Provider on the Utility Provider List, the Debtors are authorized, in their sole discretion and without further order of the Court, to amend the Utility Provider List to add or remove any Utility Provider. If the Debtors add any Utility Providers to the Utility Provider List, within five business days after the Debtors file the Supplemental Notice with the Court reflecting the revisions to the Utility Provider List, the Debtors will (a) serve a copy of the Motion, the amended Utility Provider List, and this Order on such Utility Providers and (b) increase the Adequate Assurance Deposit by an amount equal to 50% of the Debtors' average cost per month for such additional Utility Providers. Subsequently added Utility Providers will be subject to the Adequate Assurance Procedures set forth herein. For any entity that is removed from the Utility Provider List, the Debtors shall serve

that entity with a notice of removal and such entity shall have 14 calendar days from the date of service of such notice to object to that removal.

9. Notwithstanding the relief granted herein or any actions taken pursuant thereto, nothing herein shall be deemed: (i) an admission as to the validity of any claim against the Debtors; (ii) a waiver of the Debtors' rights to dispute any claim on any grounds; (iii) a promise or requirement to pay any claim; (iv) an implication or admission that any particular claim is of a type specified or defined hereunder; (v) a request or authorization to assume any agreement, contract or lease pursuant to section 365 of the Bankruptcy Code; or (vi) a waiver of the Debtors' rights under the Bankruptcy Code or any other applicable law.

10. Notwithstanding anything to the contrary in any other order of this Court, including any order of this Court approving the debtor-in-possession financing facility and use of cash collateral, any interest the Debtors' prepetition and postpetition lenders may have in the Adequate Assurance Deposit or Adequate Assurance Account shall be subject to the Utility Providers' interest in the Adequate Assurance Deposit and Adequate Assurance Account until the Adequate Assurance Deposit is returned to the Debtors or as otherwise ordered by the Court.

11. Notwithstanding anything to the contrary contained in this Order, any payment, deposit, or other transfer made or to be made under this Order, any authorization contained in this Order, or any claim for which payment is authorized hereunder, shall be subject to the terms and provisions of any orders of this Court approving any debtor-in-possession financing for, or any use of cash collateral by, the Debtors and any approved budget (subject to permitted variances thereto) in connection therewith. Other than as set forth in paragraph 11, nothing herein is intended to modify, alter, or waive, in any way, any terms, provisions, requirements, or

restrictions of (a) any such orders approving any debtor-in-possession financing or use of cash collateral or (b) any debtor-in-possession financing agreements and documents related thereto.

12. A final hearing to consider the relief requested in the Motion shall be held on _____, **2025 at ___:___ .m. (prevailing Eastern Time)** and any objections to entry of such order shall be in writing and filed with this Court no later than _____, **2025 at 4:00 p.m. (prevailing Eastern Time)** and served on: (i) the Debtors, c/o Air Pros Solutions, LLC, 150 S. Pine Island Road, Plantation, Florida 33020, Attn: Andrew D.J. Hede (ahede@accordion.com); (ii) proposed counsel to the Debtors, Greenberg Traurig, LLP, Terminus 200, 3333 Piedmont Road, NE, Suite 2500, Atlanta, Georgia 30305, Attn: David B. Kurzweil, Esq. (kurzweild@gtlaw.com) and Matthew A. Petrie (petriem@gtlaw.com); (iii) counsel for the DIP Lenders and the Prepetition Lenders, (a) Latham & Watkins LLP, 330 N. Wabash Avenue, Suite 2800, Chicago, Illinois 60611, Attn: James Ktsanes (james.ktsanes@lw.com), Ebba Gebisa (ebba.gebisa@lw.com), and Whit Morley (whit.morley@lw.com), (b) Latham & Watkins LLP, 1271 Avenue of the Americas, New York, New York 10020, Attn: Nikhil Gulati (nikhil.gulati@lw.com), and (c) Scroggins, Williamson & Ray, P.C., 4401 Northside Parkway, Suite 230, Atlanta, GA 30327 Attn: J. Robert Williamson (rwilliamson@swlawfirm.com); and (iv) the Office of the United States Trustee for Region 21, 362 Richard Russell Building & U.S. Courthouse, 75 Ted Turner Drive, S.W., Atlanta, GA 30303 (Attn: Jonathan S. Adams).

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

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

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

16. The Court shall retain jurisdiction with respect to all matters arising from or related to the implementation and/or interpretation of this Order.

END OF DOCUMENT

Prepared and presented by:

GREENBERG TRAURIG, LLP

/s/ David B. Kurzweil

David B. Kurzweil (Ga. Bar No. 430492)

Matthew A. Petrie (Ga. Bar No. 227556)

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petriem@gtlaw.com

*Proposed Counsel for the Debtors and
Debtors in Possession*

Exhibit B

Proposed Final Order

IN THE UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
NEWNAN DIVISION

In re:

AFH AIR PROS, LLC, *et al.*,¹

Debtors.

Chapter 11

Case No. 25-10356 (PMB)

(Jointly Administered)

Re: Docket No. ____

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

Upon the *Emergency Motion of the Debtors for Entry of Interim and Final Orders
(I) Prohibiting Utility Providers From Altering, Refusing or Discontinuing Service, (II) Deeming
Utility Providers Adequately Assured of Future Performance, and (III) Establishing Procedures*

¹ The last four digits of Air Pros Solutions, LLC's tax identification number are 4745. Due to the large number of debtor entities in these chapter 11 cases, a complete list of the debtor entities and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the claims and noticing agent at <https://www.veritaglobal.net/AirPros>. The mailing address for the debtor entities for purposes of these chapter 11 cases is: 150 S. Pine Island Road, Plantation, Florida 33020.

for Determining Adequate Assurance of Payment (the “Motion”);² and the Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and this matter being a core proceeding pursuant to 28 U.S.C. § 157(b); and this Court having jurisdiction to enter a final order consistent with Article III of the United States Constitution; and venue of these Chapter 11 Cases and the Motion in this district being proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that proper and adequate notice of the Motion has been given and that no other or further notice is necessary; and this Court having held a hearing (the “Hearing”) to consider the relief requested in the Motion; and upon the First Day Declaration and the record of the Hearing, this Court having determined that there is good and sufficient cause for the relief set forth in this Order; and after due deliberation thereon,

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED to the extent provided herein.
2. All Utility Providers are prohibited from discontinuing, altering, or refusing service to the Debtors on account of any unpaid prepetition charges or discriminating against the Debtors or requiring payment of a deposit or receipt of any other security for continued service as a result of the Debtors’ bankruptcy filing or any outstanding prepetition invoices, provided the Debtors are in compliance with the terms of this Order.
3. The following Adequate Assurance Procedures are hereby approved:
 - A. As adequate assurance of future payment to the Utility Providers, the Debtors have deposited and will maintain in a segregated Adequate Assurance Account an initial sum of \$64,372, which is equal to 50% of the Debtors’ estimated aggregate average cost per month for Utility Services;
 - B. If a Utility Provider is not satisfied with the amount of the Adequate Assurance Deposit attributable to such Utility Provider in the Adequate

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

Assurance Account and seeks additional assurance of payment, the Utility Provider must serve a written request (an “Additional Assurance Request”) upon the Debtors setting forth (i) the location(s) for which Utility Services are provided, (ii) the account number(s) for such location(s), (iii) the outstanding balance for each account, (iv) a summary of the Debtors’ payment history on each account and whether any deposits or prepayments have been made by the Debtors to the Utility Provider, and (v) an explanation of why the Adequate Assurance Deposit is inadequate assurance of payment;

- C. The Additional Assurance Request must be served on the following notice parties: (i) the Debtors, 150 S. Pine Island Road, Plantation, Florida 33020, Attn: Andrew D.J. Hede (ahede@accordion.com); (ii) proposed counsel to the Debtors, Greenberg Traurig, LLP, 3333 Piedmont Rd. NE, Suite 2500, Atlanta, GA 30305, Attn: David B. Kurzweil, Esq. (kurzweild@gtlaw.com) and Matthew A. Petrie (petriem@gtlaw.com); (iii) counsel for the DIP Lenders and the Prepetition Lenders, (a) Latham & Watkins LLP, 330 N. Wabash Avenue, Suite 2800, Chicago, Illinois 60611, Attn: James Ktsanes (james.ktsanes@lw.com), Ebba Gebisa (ebba.gebisa@lw.com), and Whit Morley (whit.morley@lw.com) and (b) Latham & Watkins LLP, 1271 Avenue of the Americas, New York, New York 10020, Attn: Nikhil Gulati (nikhil.gulati@lw.com); and (iv) counsel for the Official Committee of Unsecured Creditors, if any;
- D. If the Debtors receive an Additional Assurance Request in compliance with the Adequate Assurance Procedures, the Debtors shall have 14 calendar days from receipt of an Additional Assurance Request (the “Resolution Period”) to negotiate with the Utility Provider that served the Additional Assurance Request to resolve such Utility Provider’s request for additional assurance of payment; provided, however, during the Resolution Period, such Utility Providers may not terminate the Utility Services they provide to the Debtors on account of the bankruptcy filing or any unpaid charges for prepetition services;
- E. The Debtors may resolve any Additional Assurance Request by agreement with the relevant Utility Provider and without further order of this Court, and may, in connection with any such agreement provide such Utility Provider with additional adequate assurance of future payment including, but not limited to, cash deposits, prepayments, or other security, without further order of this Court, if the Debtors believe such additional assurance is reasonable;
- F. If the Debtors determine that an Additional Assurance Request is not reasonable and are not able to reach an alternative resolution with the relevant Utility Provider, the Debtors will request a hearing before this Court, to be held at a date and time to be promptly scheduled by the Debtors upon notice to the applicable Utility Provider, to determine the

adequacy of assurance of payment with respect to the particular Utility Provider (a “Determination Hearing”), pursuant to section 366(c)(3) of the Bankruptcy Code;

- G. Pending resolution of any such Determination Hearing, the relevant Utility Provider shall be restrained from discontinuing, altering or refusing service to the Debtors on account of unpaid charges for prepetition services or the Debtors’ bankruptcy filing;
- H. A Utility Provider shall be deemed to have adequate assurance of payment unless the Utility Provider makes an Additional Assurance Request and (a) the Debtors agree to an Additional Assurance Request or agree to an alternative assurance of payment with the Utility Provider during the Resolution Period or (b) this Court enters an order requiring that additional adequate assurance of payment be provided;
- I. The Adequate Assurance Deposit shall be deemed adequate assurance of payment for any Utility Provider that fails to make an Additional Assurance Request; and
- J. At any time, the Debtors may terminate service from any of the Utility Providers, such termination being effective immediately upon the Debtors’ notice to the Utility Provider. At such time, the Debtors shall no longer be required to make any payments to such Utility Provider for any services provided after such termination, and any excess payments shall be returned immediately.

4. The Debtors are authorized to periodically adjust the amount in the Adequate Assurance Account to reflect any termination of Utility Services by the Debtors (a) upon notice to the affected Utility Provider and (b) if the Debtors have not received an objection from such Utility Provider within 14 days of providing such notice. If the Utility Provider serves the Debtors with a written objection, the Debtors shall request a hearing before this Court at the next omnibus hearing date or such other date that the Debtors and the Utility Provider may agree. The Debtors shall not deduct from the Adequate Assurance Deposit the amount attributable to any Utility Provider that the Debtors seek to terminate unless (a) the 14-day notice period has passed and the Debtors have not received a written objection to termination from such Utility Provider,

or (ii) any objection by a Utility Provider has been resolved consensually or by order of the Court.

5. The Debtors are further authorized to periodically adjust the amount in the Adequate Assurance Account to reflect the entry into any agreements with Utility Providers that file Additional Assurance Requests or related orders of the Court, as applicable.

6. If the Debtors default postpetition on any of their obligations under this Order to any Utility Provider, such Utility Provider may (a) seek payment from the Adequate Assurance Deposit in an amount to exceed the amount attributable to such Utility Provider as set forth on Exhibit A to the Motion and (b) seek additional adequate assurance under the Adequate Assurance Procedures set forth in this Order, or other appropriate relief from the Court, upon motion and notice to the Debtors, their counsel, and interested parties.

7. To the extent the Debtors subsequently identify additional providers of Utility Services or determine that an entity was improperly included as a Utility Provider on the Utility Provider List, the Debtors are authorized, in their sole discretion and without further order of the Court, to amend the Utility Provider List to add or remove any Utility Provider. If the Debtors add any Utility Providers to the Utility Provider List, within five business days after the Debtors file the Supplemental Notice with the Court reflecting the revisions to the Utility Provider List, the Debtors will (a) serve a copy of the Motion, the amended Utility Provider List, and this Order on such Utility Providers and (b) increase the Adequate Assurance Deposit by an amount equal to 50% of the Debtors' average cost per month for such additional Utility Providers. Subsequently added Utility Providers will be subject to the Adequate Assurance Procedures set forth herein. For any entity that is removed from the Utility Provider List, the Debtors shall serve that entity with a notice of removal and such entity shall have 14 calendar days from the date of

service of such notice to object to that removal.

8. Notwithstanding the relief granted herein or any actions taken pursuant thereto, nothing herein shall be deemed: (i) an admission as to the validity of any claim against the Debtors; (ii) a waiver of the Debtors' rights to dispute any claim on any grounds; (iii) a promise or requirement to pay any claim; (iv) an implication or admission that any particular claim is of a type specified or defined hereunder; (v) a request or authorization to assume any agreement, contract or lease pursuant to section 365 of the Bankruptcy Code; or (vi) a waiver of the Debtors' rights under the Bankruptcy Code or any other applicable law.

9. Notwithstanding anything to the contrary in any other order of this Court, including any order of this Court approving the debtor-in-possession financing facility and use of cash collateral, any interest the Debtors' prepetition and postpetition lenders may have in the Adequate Assurance Deposit or Adequate Assurance Account shall be subject to the Utility Providers' interest in the Adequate Assurance Deposit and Adequate Assurance Account until the Adequate Assurance Deposit is returned to the Debtors or as otherwise ordered by the Court

10. Notwithstanding anything to the contrary contained in this Order, any payment, deposit, or other transfer made or to be made under this Order, any authorization contained in this Order, or any claim for which payment is authorized hereunder, shall be subject to the terms and provisions of any orders of this Court approving any debtor-in-possession financing for, or any use of cash collateral by, the Debtors and any approved budget (subject to permitted variances thereto) in connection therewith. Other than as set forth in paragraph 9, nothing herein is intended to modify, alter, or waive, in any way, any terms, provisions, requirements, or restrictions of (a) any such orders approving any debtor-in-possession financing or use of cash collateral or (b) any debtor-in-possession financing agreements and documents related thereto.

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

12. Notwithstanding any applicable Bankruptcy Rule, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

13. This Court shall retain jurisdiction with respect to all matters arising from or relating to the implementation and/or interpretation of this Order.

END OF DOCUMENT

Prepared and presented by:

GREENBERG TRAURIG, LLP

/s/ David B. Kurzweil

David B. Kurzweil (Ga. Bar No. 430492)

Matthew A. Petrie (Ga. Bar No. 227556)

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petriem@gtlaw.com

*Proposed Counsel for the Debtors and
Debtors in Possession*

Exhibit C

Utility Provider List

Business Unit	Vendor	Address	Account #	Service Address	Type of Service	Avg. Monthly (\$'s)	Adequate Assurance
ECM	A Quality Bushog Services, Inc	6426 Apache Blvd Loxahatchee, FL, 33470	72750-1	1575 North High Ridge Road Boynton Beach, FL 33426	Janitorial	\$69	\$34
Solutions	Acs Fire And Security	931 S Semoran Blvd Suite 204 Winter Park, FL 32792	Air Pros - Customer# 126210	150 S Pine Island Rd Plantation, FL 33324	Building Maint & Repairs	\$64	\$32
Hansen	ADT Commercial / Everon, LLC	PO Box 872987 Kansas City MO 64187-2987	40202715	3835 Abigail Drive Theodore, AL 36582	Building Maint & Repairs	\$1,455	\$728
Orlando	ADT Commercial / Everon, LLC	PO Box 872987 Kansas City MO 64187-2987	N/A	6490 Hazeltine National Dr Orlando, FL 32822	Building Maint & Repairs	\$190	\$95
Solutions	ADT Commercial / Everon, LLC	PO Box 872987 Kansas City MO 64187-2987	N/A	150 S Pine Island Rd Plantation, FL 33324	Building Maint & Repairs	\$29	\$14
Boca	ADT Commercial / Everon, LLC	PO Box 872987 Kansas City MO 64187-2987	955785209	159 NW 11th St Boca Raton, FL 33432	Building Maint & Repairs	\$39	\$19
Davie	ADT Commercial / Everon, LLC	PO Box 872987 Kansas City MO 64187-2987	N/A	2801 Evans Street Hollywood, FL 33020	Building Maint & Repairs	\$142	\$71
Dream Team	ADT Commercial / Everon, LLC	PO Box 872987 Kansas City MO 64187-2987	N/A	30590 LA-16 Denham Springs, LA 70726	Building Maint & Repairs	\$86	\$43
Solutions	Ala Ga Roll Off	18985 Highway 431 N. Wedowee, AL 36278	N/A	150 S Pine Island Rd Plantation, FL 33324	Trash	\$338	\$169
Davie	Amarok	550 Assembly St Fifth Floor Columbia, SC 29201	N/A	2801 Evans Street Hollywood, FL 33020	Water, Gas, Elec	\$1,382	\$691
Dallas	Ap Gas & Electric	6161 Savoy Dr Suite 500 Houston, TX 77036,	23258773-964	11055 Plano Road Dallas, TX 75238	Water, Gas, Elec	\$1,484	\$742
ECM	AT&T	P.O. Box 5076 Carol Stream, IL, 60197	N/A	1575 North High Ridge Road Boynton Beach, FL 33426	Telephone	\$7,724	\$3,862
ECM	AT&T	P.O. Box 5076 Carol Stream, IL, 60197	61901-1	1575 North High Ridge Road Boynton Beach, FL 33426	Telephone	\$3,094	\$1,547

Business Unit	Vendor	Address	Account #	Service Address	Type of Service	Avg. Monthly (\$'s)	Adequate Assurance
Solutions	AT&T	P.O. Box 5076 Carol Stream, IL, 60197	N/A	150 S Pine Island Rd Plantation, FL 33324	Telephone	\$1,406	\$703
Dallas	Atmos Energy	PO Box 650205 Dallas, TX 75265-0205.	3058280099	11055 Plano Road Dallas, TX 75238	Water, Gas, Elec	\$104	\$52
Ocala	Attention To Detail Executive Cleaning	3955 SW 57th Ct Ocala, FL 34474	N/A	7355 SW 38th Street Suite 105 Ocala, FL 34474	Janitorial	\$438	\$219
ECM	Bestech, Inc	442 S Dixie Highway East Pompano Beach, FL, 33060	50017-1	1575 North High Ridge Road Boynton Beach, FL 33426	Janitorial	\$43	\$22
Solutions	Bonita Springs Community Development Department	9220 Bonita Beach Rd SE Bonita Springs, FL 34135	N/A	150 S Pine Island Rd Plantation, FL 33324	Water, Gas, Elec	\$21	\$10
Doug's	Boudreaux'S Grass Cutting	321 T' Frere Rd. Carencro, LA 70520	N/A	1459 Tiger Dr. Thibodaux, LA 70301	Janitorial	\$361	\$180
Dream Team	Central Broward Water Control	8020 Stirling Rd Hollywood, FL 33024	N/A	30590 LA-16 Denham Springs, LA 70726	Water, Gas, Elec	\$30	\$15
Solutions	Central Broward Water Control	8020 Stirling Rd Hollywood, FL 33024	N/A	150 S Pine Island Rd Plantation, FL 33324	Water, Gas, Elec	\$5	\$3
ECM	City of Coconut Creek	4800 West Copans Road Coconut Creek, FL, 33063	61211-2	1575 North High Ridge Road Boynton Beach, FL 33426	Water, Gas, Elec	\$903	\$452
Dream Team	City of Denham Springs	PO Box 1629 Denham Springs LA 70727	35983	30590 LA-16 Denham Springs, LA 70726	Water, Gas, Elec	\$205	\$102
One Source	Colorado Springs Utilities	111 S Cascade Ave. Colorado Springs, CO 80903	1129550362	3470 Interpark Dr. Colorado Springs, CO 80907	Water, Gas, Elec	\$651	\$326
Air Force	Columbus Water Works	P.O. Box 1600 Columbus, Georgia 31902-1600	0041138	5731 Miller CT Ste D Columbus, GA 31909-5564	Water, Gas, Elec	\$16	\$8
CM	Comcast	PO Box 71211 Charlotte NC 28272-1211	N/A	1500 Industry St Everett, WA 98203	Telephone	\$28,864	\$14,432
Davie	Comcast	PO Box 71211 Charlotte NC 28272-1211	N/A	2801 Evans Street Hollywood, FL 33020	Telephone	\$2,093	\$1,046

Business Unit	Vendor	Address	Account #	Service Address	Type of Service	Avg. Monthly (\$'s)	Adequate Assurance
Dream Team	Comcast	PO Box 71211 Charlotte NC 28272-1211	N/A	30590 LA-16 Denham Springs, LA 70726	Telephone	\$337	\$169
Ocala	Comcast	PO Box 71211 Charlotte NC 28272-1211	N/A	7355 SW 38th Street Suite 105 Ocala, FL 34474	Telephone	\$531	\$266
Solutions	Comcast	PO Box 71211 Charlotte NC 28272-1211	N/A	150 S Pine Island Rd Plantation, FL 33324	Telephone	\$788	\$394
West	Comcast	PO Box 71211 Charlotte NC 28272-1211	8535100080693463	17161 Alico Center Rd. Fort Myers, FL 33967	Telephone	\$1,086	\$543
Dream Team	Cox Business	P.O. Box 919234 Dallas TX 75391-9243	001 5710 094462201	30590 LA-16 Denham Springs, LA 70726	Telephone	\$91	\$45
Dallas	Dallas Janitorial Services	550 S Watter Rd Ste 201 Allen TX 75013	N/A	11055 Plano Road Dallas, TX 75238	Janitorial	\$1,460	\$730
Dallas	Dallas Water	1500 Marilla Street Room 2D South Dallas City Hall Dallas, TX 75201	101202798	11055 Plano Road Dallas, TX 75238	Water, Gas, Elec	\$468	\$234
West	Definitive Pets Control	3525 35th Ave NE Naple FL 34120	N/A	17161 Alico Center Rd. Fort Myers, FL 33967	Janitorial	\$48	\$24
Solutions	Diverse Power	1400 South Davis Road PO Box 160 LaGrange, GA 30241	94346004	103 Corporate Park Lagrange, GA 30241	Water, Gas, Elec	\$418	\$209
Solutions	Diverse Power	1400 South Davis Road PO Box 160 LaGrange, GA 30241	94346002	100 Corporate Park Lagrange, GA 30241	Water, Gas, Elec	\$385	\$192
Orlando	Duke Energy	525 South Tryon Street Charlotte, NC 28202-1803	9100 8928 0362	6421 Pinecastle Blvd Ste 2 Orlando, FL 32809	Water, Gas, Elec	\$300	\$150
Air Force	Dye'S Dust Control, Inc	1726 Hamilton Rd. LaGrange GA 30241	N/A	100 Corporate Park Lagrange, GA 30241	Janitorial	\$285	\$142
Dream Team	E&T 2 Cleaning Service, LLC	P.O. Box 1374 Walker LA 70785	N/A	30590 LA-16 Denham Springs, LA 70726	Janitorial	\$338	\$169
Air Force	Elite Landscaping LLC	298 Rakestraw Rd LaGrange, GA 30241	N/A	100 Corporate Park Lagrange, GA 30241	Janitorial	\$200	\$100

Business Unit	Vendor	Address	Account #	Service Address	Type of Service	Avg. Monthly (\$'s)	Adequate Assurance
Doug's	Entergy	PO Box 8108 Baton Rouge, LA 70891	92974336	1459 Tiger Dr. Thibodaux, LA 70301	Water, Gas, Elec	\$491	\$246
Dream Team	Entergy	PO Box 8108 Baton Rouge, LA 70891	174195271	30590 LA-16 Denham Springs, LA 70726	Water, Gas, Elec	\$793	\$397
Solutions	Five9, Inc	1801 W Olympic Blvd Pasadena, CA 91199-2361	Acct 141076	150 S Pine Island Rd Plantation, FL 33324	Telephone	\$13,397	\$6,698
Ocala	Florida Express	460 NW 52nd Ave. Ocala, FL 34482	01-56841-9	7355 SW 38th Street Suite 105 Ocala, FL 34474	Trash	\$1,330	\$665
Boca	Florida Power & Light Co.	PO BOX 291676, Davie, FL	5985759538	155 NW 11th St Boca Raton, FL 33432	Water, Gas, Elec	\$624	\$312
Davie	Florida Power & Light Co.	PO BOX 291676, Davie, FL	2458391030	2801 Evans Street Hollywood, FL 33020	Water, Gas, Elec	\$1,056	\$528
ECM	Florida Power & Light Co.	PO BOX 291676, Davie, FL	73200-1	1575 North High Ridge Road Boynton Beach, FL 33426	Water, Gas, Elec	\$5,698	\$2,849
West	Florida Power & Light Co.	PO BOX 291676, Davie, FL	8039132215	17161 Alico Center Rd. Fort Myers, FL 33967	Water, Gas, Elec	\$413	\$207
Air Force	Gas South	P.O. Box 723728 Atlanta, Georgia 31139	N/A	2129 NW Pkwy SE Suite 113 Marietta, GA 30067	Water, Gas, Elec	\$88	\$44
Air Force	GFL Environmental	26777 Central Park Blvd Suite 255 Southfield MI 48076	AW1359	5731 Miller CT Ste C Columbus, GA 31909-5564	Trash	\$251	\$126
ECM	Graybar Electric Supply Inc.	PO Box 403062 Atlanta, GA, 30384	50016-1	1575 North High Ridge Road Boynton Beach, FL 33426	Water, Gas, Elec	\$1,698	\$849
Dallas	Hd Waste & Recycling, Llc	PO Box 851734 Mesquite, TX 75185-1734	N/A	11055 Plano Road Dallas, TX 75238	Trash	\$902	\$451
ECM	Hulett Environmental Services, Inc.	P.O. Box 220928 West Palm Beach, FL, 33422	72750-1	1575 North High Ridge Road Boynton Beach, FL 33426	Janitorial	\$259	\$130
Doug's	Jani-King of South LA	300 NE I-55 Service Road Ponchatoula, LA 70454	N/A	1459 Tiger Dr. Thibodaux, LA 70301	Janitorial	\$479	\$240

Business Unit	Vendor	Address	Account #	Service Address	Type of Service	Avg. Monthly (\$'s)	Adequate Assurance
ECM	Johnson Controls Security Solutions	P.O. Box 371967 Pittsburgh, PA, 15250	72750-1	1575 North High Ridge Road Boynton Beach, FL 33426	Building Maint & Repairs	\$642	\$321
Air Force	Jones Carpet Cleaning, Inc	387 Stewart Road LaGrange GA 30241	Air Force Heating & Air	100 Corporate Park Lagrange, GA 30241	Janitorial	\$141	\$70
Air Force	LaGrange Utility	200 Ridley Avenue LaGrange, GA 30240	99592157-01	100 Corporate Park Lagrange, GA 30241	Water, Gas, Elec	\$871	\$436
Doug's	Lajaunie'S Pest Control	PO Box 5606 Thibodaux, LA 70302	N/A	1459 Tiger Dr. Thibodaux, LA 70301	Janitorial	\$15	\$8
West	Lee County Utilities	PO Box 60045 Prescott AZ 86304-6045	1266035-3	17161 Alico Center Rd. Fort Myers, FL 33967	Water, Gas, Elec	\$81	\$41
Air Force	Marietta Power	675 North Marietta Pkwy NE Marietta, GA 30060	N/A	2129 NW Pkwy SE Suite 113 Marietta, GA 30067	Water, Gas, Elec	\$99	\$50
Hansen	MAWSS	4725 Moffett Road Mobile, Alabama 36618	222172300	3835 Abigail Drive Theodore, AL 36582	Water, Gas, Elec	\$183	\$91
Solutions	MAWSS	4725 Moffett Road Mobile, Alabama 36618	222172300	3835 Abigail Drive Theodore, AL 36582	Water, Gas, Elec	\$45	\$22
Dream Team	Mcmorris Lawn Maintenance	10729 Creek Haven Court Denham Springs LA 70726	N/A	30590 LA-16 Denham Springs, LA 70726	Building Maint & Repairs	\$238	\$119
Solutions	New Horizons	4925 Greenville Ave. Suite 1400 Dallas, Texas 75206	N/A	11055 Plano Road Dallas, TX 75238	Water, Gas, Elec	\$6,847	\$3,424
Orlando	Orlando Utilities	Utilities Customer Service Admin Bldg 1st Floor 9150 Curry Ford RD Orlando, FL 32825	8033782064	6490 Hazeltine National Dr Orlando, FL 32822	Water, Gas, Elec	\$842	\$421
Davie	Panzarella Waste & Recycling Services	4600 Powerline Rd. Oakland Park, FL 33309	01-3579 9	2801 Evan St. Hollywood FL 33020	Trash	\$1,204	\$602
ECM	Paymentus Corp	11605 North Community House Road Suite 300 Charlotte, NC	N/A	1575 North High Ridge Road Boynton Beach, FL 33426	Water, Gas, Elec	\$30	\$15
CM	Puget Sound Energy	6905 South 228th Street Kent WA 98032	N/A	1500 Industry St Everett, WA 98203	Water, Gas, Elec	\$609	\$305

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CM	Puget Sound Energy	6905 South 228th Street Kent WA 98032	N/A	1500 Industry St Everett, WA 98203	Water, Gas, Elec	\$353	\$176
West	Reliable Disposal & Recycling, Inc.	1401 Rail Head Blvd Suite B Naples FL 34110	N/A	17161 Allico Center Rd. Fort Myers, FL 33967	Trash	\$540	\$270
Doug's	Republic Services	1748 Coteau Rd Houma LA 70364-351515	3-0842-3801505	1459 Tiger Dr. Thibodaux, LA 70301	Trash	\$207	\$104
Doug's	Republic Services	1748 Coteau Rd Houma LA 70364-351515	3-0842-3800485	1459 Tiger Dr. Thibodaux, LA 70301	Trash	\$1,440	\$720
Solutions	Ringcentral Inc	20 Davis Drive Belmont, CA 94002	N/A	150 S Pine Island Rd Plantation, FL 33324	Telephone	\$297	\$149
Hansen	Riviera Utilities	700 Whispering Pines Rd Daphne AL 36526	N/A	3835 Abigail Drive Theodore, AL 36582	Water, Gas, Elec	\$189	\$95
Orlando	Safe Touch Security	9600 Sunbeam Center Dr. Jacksonville, FL 32257	13809371	6421 Pinecastle Blvd Ste 2 Orlando, FL 32809	Building Maint & Repairs	\$34	\$17
Solutions	Sasquatch Waste	11019 Perkins Rd A Baton Rouge, LA 70810	N/A	150 S Pine Island Rd Plantation, FL 33324	Trash	\$210	\$105
Solutions	Seco Energy	330 South U.S. Highway 301. Sumterville, FL 33585	N/A	150 S Pine Island Rd Plantation, FL 33324	Water, Gas, Elec	\$176	\$88
Ocala	Seco Energy	330 South U.S. Highway 301. Sumterville, FL 33585	7011604709	7355 SW 38th Street Suite 105 Ocala, FL 34474	Water, Gas, Elec	\$149	\$74
Solutions	Southern Telecom	241 Ralph McGill Blvd. 20th Floor, Bin 10204 Atlanta, Georgia 30308	N/A	150 S Pine Island Rd Plantation, FL 33324	Telephone	\$3,853	\$1,926
Solutions	Southern Telecom	241 Ralph McGill Blvd. 20th Floor, Bin 10204 Atlanta, Georgia 30308	N/A	150 S Pine Island Rd Plantation, FL 33324	Telephone	\$2,998	\$1,499
Doug's	Spectrum Enterprise	Charter Communications PO Box 94188 Palatine, IL 60094	8381 22 003 0454587	1459 Tiger Dr. Thibodaux, LA 70301	Telephone	\$826	\$413
CM	SRS Real Estate Partners	200 SW 1st Ave #970 Fort Lauderdale, FL 33301	N/A	1500 Industry St Everett, WA 98203	Janitorial	\$810	\$405

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Boca	Stark Exterminators	2710 Davie Rd Davie, FL 33314	N/A	155 NW 11th St Boca Raton, FL 33432	Janitorial	\$40	\$20
Hansen	Stephanie'S Cleaning Service	1206 13th St Pascagoula MS 39567	N/A	3835 Abigail Drive Theodore, AL 36582	Janitorial	\$988	\$494
ECM	Stericycle, Inc - Shred It	28883 Network Place Chicago, IL, 60673	72750-1	1575 North High Ridge Road Boynton Beach, FL 33426	Trash	\$204	\$102
Solutions	Sterling Building Services	110 Baywood Avenue Longwood FL 32750	N/A	6490 Hazeltine National Dr Orlando, FL 32822	Janitorial	\$610	\$305
Tampa	TECO Peoples Gas	P.O. Box 2562 Tampa, FL 33601-2562	211020105959	1501 & 1503 Hobbs Street Tampa, FL 33619	Water, Gas, Elec	\$153	\$76
Boca	The COH Department of Information Technology	2600 Hollywood Blvd Old Library, Room 27 Hollywood, Florida 33020	N/A	155 NW 11th St Boca Raton, FL 33432	Telephone	\$113	\$57
Davie	The COH Department of Information Technology	2600 Hollywood Blvd Old Library, Room 27 Hollywood, Florida 33020	N/A	2801 Evans Street Hollywood, FL 33020	Telephone	\$125	\$63
CM	T-Mobile	T-Mobile Customer Relations PO Box 37380 Albuquerque, NM 87176-7380	N/A	1500 Industry St Everett, WA 98203	Telephone	\$2,226	\$1,113
Davie	Tobias Financial Advisors	1000 S Pine Island Rd Suite 450 Plantation, FL 33324	N/A	2801 Evans Street Hollywood, FL 33020	Janitorial	\$609	\$304
Solutions	Vivint	62992 Collections Drive Chicago, IL 60693-0629	N/A	150 S Pine Island Rd Plantation, FL 33324	Telephone	\$69	\$34
Dallas	Waste Connections	12150 Garland Rd. Dallas, TX 75218-1533	5180-015097930	11055 Plano Road Dallas, TX 75238	Trash	\$378	\$189
One Source	Waste Connections	7770 Palmer Park Blvd. Colorado Springs CO 80951-4605	5315-40167719-001	3470 Interpark Dr. Colorado Springs, CO 80907	Trash	\$2,506	\$1,253
Dream Team	Waste Management	PO Box 43410 Phoenix AZ 85080	N/A	30590 LA-16 Denham Springs, LA 70726	Trash	\$2,177	\$1,089
Hansen	Waste Management	PO Box 43410 Phoenix AZ 85080 United States	30-22718-03004	3835 Abigail Drive Theodore, AL 36582	Trash	\$8,650	\$4,325

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West	Waste Pro - West	PO BOX 865208 Orlando FL 32886	180982	17161 Alico Center Rd. Fort Myers, FL 33967	Trash	\$44	\$22
Doug's	Wastewater Treatment Systems & Operations	8623 M G Blount Lane Denham Springs, LA 70726	N/A	1459 Tiger Dr. Thibodaux, LA 70301	Water, Gas, Elec	\$90	\$45
Air Force	Wow Internet	PO Box 4350 Carol Stream, IL 60197	19995776	5731 Miller CT Ste D Columbus, GA 31909-5564	Telephone	\$101	\$51
Solutions	Wracs Cleaning Up 4U	15050 Elderberry Ln # 6 Fort Myers, FL 33907	N/A	150 S Pine Island Rd Plantation, FL 33324	Janitorial	\$173	\$87
CM	Ziply Fiber	P.O. Box 740416 Cincinnati, OH 45274-0416	N/A	1500 Industry St Everett, WA 98203	Telephone	\$112	\$56
Total						128,743	64,372