

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

In re:

AMERICAN SIGNATURE, INC., *et al.*,¹

Debtors.

) Chapter 11

) Case No. 25-12105 (JKS)

) (Joint Administration Requested)

**MOTION OF DEBTORS FOR ENTRY OF
INTERIM AND FINAL ORDERS (I) DETERMINING
ADEQUATE ASSURANCE OF PAYMENT FOR FUTURE
UTILITY SERVICES, (II) PROHIBITING UTILITY PROVIDERS
FROM ALTERING, REFUSING, OR DISCONTINUING SERVICES,
(III) APPROVING DEBTORS' PROPOSED PROCEDURES FOR RESOLVING
ADEQUATE ASSURANCE REQUESTS, AND (IV) GRANTING RELATED RELIEF**

The above-captioned debtors and debtors in possession (collectively, the “Debtors”) respectfully state as follows in support of this motion (this “Motion”):²

Relief Requested

1. The Debtors seek entry of interim and final orders, substantially in the forms attached hereto as **Exhibit A** and **Exhibit B** (respectively, the “Interim Order” and “Final Order”):

(a) approving the Debtors’ proposed adequate assurance of payment for future utility services, (b) prohibiting utility providers from altering, refusing, or discontinuing services, (c) approving the Debtors’ proposed procedures for resolving Adequate Assurance Requests (as defined herein),

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: American Signature, Inc. (6162); American Signature Home Inc. (8573); American Signature USA Inc. (6162); ASI Pure Promise Insurance LLC (6162); ASI Elston LLC (7520); ASI – Laporte LLC (6162); ASI Polaris LLC (6162); ASI Thomasville LLC (6162); and American Signature Woodbridge LLC (6162). The Debtors’ business address is 4300 E. 5th Avenue, Columbus, OH 43235.

² A detailed description of the Debtors and their business, including the facts and circumstances giving rise to the Debtors’ chapter 11 cases, is set forth in the *Declaration of Rudolph Morando in Support of the Debtors’ Chapter 11 Petitions and First Day Relief* (the “First Day Declaration”), filed contemporaneously herewith. Capitalized terms used but not otherwise defined in this Motion have the meanings ascribed to them in the First Day Declaration.



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and (d) granting related relief. In addition, the Debtors request that the Court schedule a final hearing within approximately 21 days after the commencement of these chapter 11 cases to consider entry of the Final Order.

Jurisdiction and Venue

2. The United States District Court for the District of Delaware has jurisdiction over this matter pursuant to 28 U.S.C. § 1334, which was referred to the United States Bankruptcy Court for the District of Delaware (the “Court”) under 28 U.S.C. § 157 pursuant to the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2), and the Debtors confirm their consent, within the meaning of Rule 9013-1(f) of the Local Rules of the United States Bankruptcy Court for the District of Delaware (the “Local Rules”), to the entry of a final order by the Court in connection with this Motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

3. Venue in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

4. The statutory bases for the relief requested herein are sections 105(a) and 366 of title 11 of the United States Code (the “Bankruptcy Code”), Rules 2002, 6003, and 6004 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Local Rules 2002-1 and 9013-1.

Background

5. On November 22, 2025 (the “Petition Date”), each Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtors are operating their business and managing their property as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. Concurrent with the filing of this Motion, the Debtors filed a motion requesting

procedural consolidation and joint administration of these chapter 11 cases pursuant to Bankruptcy Rule 1015(b). No request for the appointment of a trustee or examiner has been made in these chapter 11 cases, and no official committees have been appointed or designated.

6. Debtor American Signature, Inc., together with its subsidiaries (“ASI” or the “Company”) is a residential furniture company operating across its Value City Furniture (“VCF”) and American Signature Furniture (“ASF”) brands and serving as a furniture destination consumers can rely on for style, quality, and value. Headquartered in Columbus, Ohio, the Company operates more than 120 stores across 17 states, with the largest concentrations in Ohio (20), Michigan (16), and Illinois (11). The Company employs approximately 3,000 team members.

The Utility Services

7. In connection with the operation of their business and management of their leased properties, the Debtors obtain electricity, natural gas, telecommunications, water, waste management (including sewer and trash), internet, and other similar services (collectively, the “Utility Services”) from a number of utility providers (each, a “Utility Provider” and collectively, the “Utility Providers”). A nonexclusive list of the Utility Providers and their affiliates that provide Utility Services to the Debtors’ various locations and their business operations as of the Petition Date (the “Utility Services List”) is attached hereto as **Exhibit C**.³

³ The descriptions of the Utility Services set forth in this Motion constitute a summary only. The actual terms of the Utility Services and related agreements will govern in the event of any inconsistency with the description thereof set forth herein. Although **Exhibit C** is intended to be comprehensive, the Debtors may have inadvertently omitted one or more Utility Providers. By this Motion, the Debtors request relief applicable to all Utility Providers, regardless of whether such Utility Providers are specifically identified on **Exhibit C**. Additionally, the listing of an entity on the Utility Services List is not an admission that such entity is a “utility” within the meaning of section 366 of the Bankruptcy Code, and the Debtors reserve the right to contest any such characterization in the future.

8. Uninterrupted Utility Services are essential to the Debtors' ongoing business operations and the overall success of these chapter 11 cases. Any interruption in Utility Services, even for a brief period of time, would seriously disrupt the Debtors' ability to operate their properties and would irreparably harm relationships with the Debtors' customers. As such, should any Utility Provider refuse or discontinue service, even for a brief period, the Debtors' business operations would be severely disrupted, causing a decline in the Debtors' revenue. Such a result could seriously jeopardize the Debtors' restructuring efforts and, ultimately, creditor recoveries. Therefore, it is critical that Utility Services continue uninterrupted during the pendency of these chapter 11 cases.

9. For some of the Debtors' locations, certain Utility Services are billed directly to the Debtors' landlords and passed through to the Debtors as part of the Debtors' lease payments in accordance with the applicable lease agreements. The relief requested herein is with respect to all Utility Providers supplying Utility Services to the Debtors, including those that indirectly supply services through the applicable landlords.

10. Historically, the Debtors have a good payment record with the Utility Providers. To the best of the Debtors' knowledge, there are no defaults or arrearages with respect to the undisputed invoices for prepetition Utility Services, other than payment interruptions that may be caused by the commencement of these chapter 11 cases. In the aggregate, the Debtors pay approximately \$1,258,000 each month for Utility Services, calculated as the historical average payment for the 12-month period ending August 31, 2025 (the "Monthly Spend").

I. Proposed Adequate Assurance and Adequate Assurance Procedures

11. The Debtors intend to pay postpetition obligations owed to the Utility Providers in the ordinary course of business and in a timely manner. The Debtors' cash generated in the ordinary course of business, access to cash collateral, and anticipated access to debtor-in-

possession financing is sufficient to pay the Debtors' Utility Services obligations in accordance with the Debtors' prepetition practice during the pendency of these chapter 11 cases.

12. To provide additional assurance of payment, the Debtors propose to deposit \$579,000 (the "Adequate Assurance Deposit") into a segregated bank account (the "Adequate Assurance Account") as soon as reasonably practicable after entry of the Interim Order or the interim order approving debtor-in-possession financing, whichever is later. The Adequate Assurance Deposit is equal to approximately 50% of the Debtors' Monthly Spend (the "Bi-Monthly Spend"), *plus* an additional 10% of the Bi-Monthly Spend. The additional 10% is included out of an abundance of caution to provide assurance to any Utility Provider that may have inadvertently been excluded from the Utility Services List.

13. The Adequate Assurance Deposit will be held in the Adequate Assurance Account at M&T Bank for the benefit of the Utility Providers until either: (a) the Debtors' termination of Utility Services from such Utility Providers, at the earliest, if there are no outstanding disputes related to postpetition payments due; or (b) at the conclusion of these chapter 11 cases, if not applied earlier, subject to the Debtors' right to terminate or discontinue the applicable Utility Services. The Adequate Assurance Deposit may be applied to any postpetition defaults in payment to the applicable Utility Providers. No liens senior to the interests of the Utility Providers will encumber the Adequate Assurance Deposit or the Adequate Assurance Account.

14. The Adequate Assurance Deposit, in conjunction with the Debtors' ability to pay for future Utility Services in accordance with their prepetition practices (collectively, the "Proposed Adequate Assurance"), provides adequate assurance of payment as required by section 366 of the Bankruptcy Code.

II. The Adequate Assurance Procedures

15. The Debtors request that the Court approve the procedures for requesting different or additional adequate assurance of future payment (each, an “Adequate Assurance Request”) set forth in the proposed Interim Order and Final Order (the “Adequate Assurance Procedures”). Any Utility Provider that is not satisfied with the Proposed Adequate Assurance may make an Adequate Assurance Request pursuant to the Adequate Assurance Procedures.

16. The Adequate Assurance Procedures provide a streamlined process for a Utility Provider to address potential concerns with respect to the Proposed Adequate Assurance, while at the same time allowing the Debtors to continue their business operations uninterrupted. More specifically, the Adequate Assurance Procedures permit a Utility Provider to object to the Proposed Adequate Assurance by filing and serving an Adequate Assurance Request upon certain notice parties.

17. The Debtors, in their discretion, may then resolve any Adequate Assurance Request by mutual agreement with the applicable Utility Provider and without further order of the Court. If the Debtors determine that the Adequate Assurance Request cannot be resolved by mutual agreement, the Debtors may seek Court resolution of the Adequate Assurance Request. Unless and until a Utility Provider timely files an objection or serves an Adequate Assurance Request, such Utility Provider shall be: (a) deemed to have received adequate assurance of payment “satisfactory” to such Utility Provider in compliance with section 366 of the Bankruptcy Code; and (b) forbidden to discontinue, alter, or refuse services to, or discriminate against, the Debtors on account of any unpaid prepetition charges, or to require additional assurance of payment other than the Proposed Adequate Assurance.

III. Modifications to the Utility Services List

18. The Debtors have made an extensive and good-faith effort to identify all Utility Providers and include them on the Utility Services List. To the extent the Debtors identify new or additional Utility Providers or discontinue services from existing Utility Providers, the Debtors seek authority, in their sole discretion, to amend the Utility Services List to add or remove any Utility Provider. For any Utility Provider that is subsequently added to the Utility Services List, the Debtors will serve such Utility Provider with a copy of the Interim Order or Final Order, as applicable, including the Adequate Assurance Procedures. The Debtors request that the terms of the Interim Order or Final Order, as applicable, and the Adequate Assurance Procedures apply to any subsequently identified Utility Provider. For any Utility Provider that is subsequently removed from the Utility Services List, the Debtors request the authority to decrease the Adequate Assurance Deposit by an amount equal to two weeks of the Debtors' average cost of services from such removed Utility Provider; *provided, however*, that the Debtors shall provide the applicable Utility Provider with seven days' notice thereof and the opportunity to respond to such removal.

Basis for Relief

19. Section 366 of the Bankruptcy Code, which protects a debtor against the immediate termination or alteration of utility services after the petition date, provides the debtor 30 days following the petition date to provide "adequate assurance" of payment for postpetition services in a form "satisfactory" to the utility provider before the utility provider may alter, refuse, or discontinue service. 11 U.S.C. § 366(c)(2). For purposes of section 366 of the Bankruptcy Code, "assurance of payment" can be provided in the form of a cash deposit, letter of credit, certificate of deposit, surety bond, prepayment, or other mutually-agreed form of security. 11 U.S.C. § 366(c)(1). "Adequate assurance of payment" need not constitute an absolute guarantee of the debtors' ability to pay. *See, e.g., In re Great Atl. & Pac. Tea Co.*, No. 11-CV-

1338 (CS), 2011 U.S. Dist. LEXIS 131621, at *18 (Bankr. S.D.N.Y. Nov. 14, 2011) (finding that “[c]ourts will approve an amount that is adequate enough to insure against unreasonable risk of nonpayment, but are not required to give the equivalent of a guaranty of payment in full”); *In re Caldor, Inc.*, 199 B.R. 1, 3 (S.D.N.Y. 1996) (citation omitted) (“Section 366(b) requires . . . ‘adequate assurance’ of payment The statute does not require an ‘absolute guarantee of payment.’”), *aff’d sub nom. Va. Elec. & Power Co. v. Caldor, Inc.*, 117 F.3d 646 (2d Cir. 1997).

20. When considering whether a given assurance of payment is “adequate,” courts examine the totality of the circumstances to make an informed decision as to whether the utility provider will be subject to an unreasonable risk of nonpayment. *See In re Keydata Corp.*, 12 B.R. 156, 158 (B.A.P. 1st Cir. 1981) (citing *In re Cunha*, 1 B.R. 330, 333 (Bankr. E.D. Va. 1979)) (stating that the meaning of “‘adequate assurance of payment’ . . . depends upon the facts and circumstances of each case, keeping in mind the intent of Congress to protect the utility company while preventing discrimination against the debtor”); *In re Adelphia Bus. Sols., Inc.*, 280 B.R. 63, 82–83 (Bankr. S.D.N.Y. 2002) (finding that “the heart of the inquiry . . . is the examination of the totality of the circumstances to make an informed judgment as to whether or not the utilities would be subject to an unreasonable risk of payment”). However, in determining the level of adequate assurance, a bankruptcy court must “focus upon the *need* of the utility for assurance, and . . . require that the debtor supply no more than that, since the debtor almost perforce has a conflicting need to conserve scarce financial resources.” *In re Penn Jersey Corp.*, 72 B.R. 981, 985 (Bankr. E.D. Pa. 1987); *see also In re Penn. Cent. Transp. Co.*, 467 F.2d 100, 103–04 (3d Cir. 1972) (affirming the bankruptcy court’s ruling that no utility deposits were

necessary where such deposits likely would “jeopardize the continuing operation of the [debtor] merely to give further security to suppliers who already are reasonably protected”).

21. Here, the Utility Providers are adequately assured against any risk of nonpayment for future services. The Adequate Assurance Deposit and the Debtors’ ongoing ability to meet obligations as they come due in the ordinary course provide assurance that the Debtors will pay their future obligations to the Utility Providers. In contrast, termination of the Utility Services could render the Debtors unable to operate their business, to the detriment of all stakeholders. *See In re Monroe Well Serv., Inc.*, 83 B.R. 317, 321–22 (Bankr. E.D. Pa. 1988) (noting that without utility service the debtors “would have to cease operations” and that section 366 of the Bankruptcy Code “was intended to limit the leverage held by utility companies, not increase it”).

22. Courts are permitted to fashion reasonable procedures, such as the Adequate Assurance Procedures proposed herein, to implement the protections afforded under section 366 of the Bankruptcy Code. *See, e.g., In re Circuit City Stores Inc.*, No. 08-35653, 2009 Bankr. LEXIS 237, at *16–17 (Bankr. E.D. Va. Jan. 14, 2009) (stating that “the plain language of § 366 of the Bankruptcy Code allows the Court to adopt the Procedures set forth in the Utility Order”). Such procedures are important because, without them, the Debtors “could be forced to address numerous requests by utility companies in an unorganized manner at a critical period in their efforts to reorganize.” *Id.* at *19. Moreover, any rights the Utility Providers believe they have under sections 366(b) and 366(c)(2) of the Bankruptcy Code are fully preserved under the Adequate Assurance Procedures, because the Utility Providers may choose, in accordance with the Adequate Assurance Procedures, to request modification of the Proposed Adequate Assurance. *See id.* at *20–21. However, the Adequate Assurance Procedures avoid a haphazard and chaotic process whereby each Utility Provider could make an extortionate, last-minute demand for

adequate assurance that would force the Debtors to pay under the threat of losing critical Utility Services. *See id.* at *20 (“The orderly process contemplated by these Procedures is necessary for the Debtors’ smooth transition into Chapter 11, and it will ensure that all parties act in good faith by establishing a fair process that has been reviewed by the Court.”).

23. The Adequate Assurance Procedures are reasonable and in accord with the purposes of section 366 of the Bankruptcy Code. Similar procedures have been approved by courts in this district. *See, e.g., In re Claire’s Holdings LLC*, No. 25-11454 (BLS) (Bankr. D. Del. Sept. 8, 2025) (approving adequate assurance procedures on a final basis); *In re Marelli Auto. Lighting USA LLC*, No. 25-11034 (CTG) (Bankr. D. Del. July 16, 2025) (same); *In re At Home Grp. Inc.*, No. 25-11120 (JKS) (Bankr. D. Del. July 13, 2025) (same); *In re Liberated Brands LLC*, No. 25-10168 (JKS) (Bankr. D. Del. Feb. 28, 2025) (same); *In re Am. Tire Distribs., Inc.*, No. 24-12391 (CTG) (Bankr. D. Del. Nov. 18, 2024) (same).⁴

24. Further, the Court possesses the power, under section 105(a) of the Bankruptcy Code, to “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 Adequate Assurance Procedures and the Proposed Adequate Assurance are necessary and appropriate to carry out the provisions of the Bankruptcy Code, particularly section 366. Accordingly, the Court should exercise its powers under sections 366 and 105(a) of the Bankruptcy Code and approve both the Adequate Assurance Procedures and the Proposed Adequate Assurance.

⁴ Because of the voluminous nature of the orders cited herein, such orders are not attached to this Motion. Copies of these orders are available upon request of the Debtors’ proposed counsel.

Processing of Checks and Electronic Fund Transfers Should Be Authorized

25. The Debtors have sufficient funds to pay the amounts described in this Motion in the ordinary course of business by virtue of expected cash flows from ongoing business operations, debtor-in-possession financing, and access to cash collateral. In addition, under the Debtors' existing cash management system, the Debtors can readily identify checks or wire transfer requests as relating to any authorized payment in respect of the relief requested herein. Accordingly, the Debtors believe that checks or wire transfer requests, other than those relating to authorized payments, will not be honored inadvertently. Therefore, the Debtors respectfully request that the Court authorize all applicable financial institutions, when requested by the Debtors, to receive, process, honor, and pay any and all checks or wire transfer requests in respect of the relief requested in this Motion.

The Requirements of Bankruptcy Rule 6003 Are Satisfied

26. Bankruptcy Rule 6003 empowers a court to grant certain relief within the first 21 days after the petition date only to the extent that relief is "needed to avoid immediate and irreparable harm." Fed. R. Bankr. P. 6003(a). For the reasons set forth herein, the Debtors believe an immediate and orderly transition into chapter 11 is critical to the viability of the Debtors' operations. Failure to receive the requested relief during the first 21 days of these chapter 11 cases would severely disrupt the Debtors' operations at this critical juncture and cause immediate and irreparable harm. The requested relief is necessary for the Debtors to operate their business in a value-maximizing manner for the benefit of all stakeholders. The Debtors have demonstrated that the requested relief is "needed to avoid immediate and irreparable harm," as contemplated by Bankruptcy Rule 6003.

Reservation of Rights

27. Nothing contained in this Motion or any actions taken pursuant to any order granting the relief requested in this Motion, and no action taken by the Debtors pursuant to the relief requested or granted (including any payment made in accordance with any such order), is intended as or shall be construed or deemed to be: (a) an admission, concession, or waiver of rights of the Debtors or any party in interest as to the amount of, basis for, validity, priority, enforceability, or perfection of any claim against, lien on (contractual, common law, statutory, or otherwise), security interest in, or other encumbrance on property of the Debtors' estates; (b) a promise or requirement to pay any particular claim; (c) an implication, admission, or finding that any particular claim is an administrative expense claim, other priority claim, or otherwise of a type specified or defined in this Motion or any order granting the relief requested by this Motion; (d) a request, approval, assumption, adoption, rejection, or termination of any agreement, contract, lease, program, or policy under section 365 of the Bankruptcy Code; (e) a waiver or limitation of the Debtors or any other party in interest of the right to dispute any claim on any grounds; (f) a waiver or limitation of the Debtors or any person or entity of any claims, causes of action, or other rights under the Bankruptcy Code or any other applicable law; or (g) a waiver of the obligation of any party in interest to file a proof of claim. If the Court grants the relief sought herein, any payment made pursuant to the Court's order is not intended as, and should not be construed as, an admission as to the validity, priority, or amount of any particular claim or a waiver of the Debtors' rights subsequently to dispute such claim.

Waiver of Bankruptcy Rule 6004(a) and 6004(h)

28. To implement the foregoing successfully, the Debtors seek a waiver of the notice requirements under Bankruptcy Rule 6004(a) and the 14-day stay of an order authorizing the use, sale, or lease of property under Bankruptcy Rule 6004(h).

Notice

29. The Debtors will provide notice of this Motion to: (a) the Office of the United States Trustee; (b) the holders of the thirty (30) largest unsecured claims against the Debtors (on a consolidated basis); (c) the office of the attorney general for each of the states in which the Debtors operate; (d) the United States Attorney's Office for the District of Delaware; (e) the Internal Revenue Service; (f) the United States Securities and Exchange Commission; (g) counsel to the DIP Agent and the Prepetition ABL Agent; (h) counsel to the Prepetition Term Agent; (i) the Utility Providers; and (j) any party that has requested notice pursuant to Bankruptcy Rule 2002. As this Motion is seeking "first day" relief, the Debtors will serve copies of this Motion and any order entered in respect to this Motion as required by Local Rule 9013-1(m). In light of the nature of the relief requested, no other or further notice need be given.

No Prior Request

30. No prior request for the relief sought in this Motion has been made to this Court or any other court.

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WHEREFORE, the Debtors respectfully request entry of the Interim Order and Final Order, substantially in the forms attached hereto as **Exhibit A** and **Exhibit B**, respectively, granting the relief requested herein and such other relief as is just and proper.

Dated: November 24, 2025

PACHULSKI STANG ZIEHL & JONES LLP

/s/ Laura Davis Jones

Laura Davis Jones (DE Bar No. 2436)

David M. Bertenthal (CA Bar No. 167624)

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*Proposed Counsel for the
Debtors and Debtors in Possession*

Exhibit A

Proposed Interim Order

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

In re:

AMERICAN SIGNATURE, INC., *et al.*,¹

Debtors.

)

) Chapter 11

)

) Case No. 25-12105 (JKS)

)

) (Joint Administration Requested)

) **Ref. Docket No.** _____

**INTERIM ORDER (I) DETERMINING
ADEQUATE ASSURANCE OF PAYMENT FOR FUTURE
UTILITY SERVICES, (II) PROHIBITING UTILITY PROVIDERS
FROM ALTERING, REFUSING, OR DISCONTINUING SERVICES,
(III) APPROVING DEBTORS' PROPOSED PROCEDURES FOR RESOLVING
ADEQUATE ASSURANCE REQUESTS, AND (IV) GRANTING RELATED RELIEF**

Upon the motion (the "Motion")² of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for entry of an interim order (this "Interim Order"): (a) approving the Debtors' proposed adequate assurance of payment for future utility services, (b) prohibiting Utility Providers from altering, refusing, or discontinuing services, (c) approving the Adequate Assurance Procedures, (d) scheduling a final hearing to consider approval of the Motion on a final basis, and (e) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and the United States District Court for the District of Delaware having jurisdiction over this matter pursuant to 28 U.S.C. § 1334, which was referred to this Court under 28 U.S.C. § 157 pursuant to the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012; and this Court having found

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: American Signature, Inc. (6162); American Signature Home Inc. (8573); American Signature USA Inc. (6162); ASI Pure Promise Insurance LLC (6162); ASI Elston LLC (7520); ASI – Laporte LLC (6162); ASI Polaris LLC (6162); ASI Thomasville LLC (6162); and American Signature Woodbridge LLC (6162). The Debtors' business address is 4300 E. 5th Avenue, Columbus, OH 43235.

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

that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that it may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor;

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED on an interim basis as set forth herein.
2. Any objections to the entry of this Interim Order, to the extent not withdrawn or settled, are overruled.
3. The final hearing (the "Final Hearing") on the Motion shall be held on _____, 2025, at __:__.m. (prevailing Eastern Time). Any objections or responses to entry of a final order on the Motion shall be filed on or before 4:00 p.m. (prevailing Eastern Time), on _____, 2025, and shall be served on: (a) proposed counsel to the Debtors, Pachulski Stang Ziehl & Jones LLP, 919 North Market Street, 17th Floor, Wilmington, Delaware 19801, Attn: Laura Davis Jones (ljones@pszjlaw.com); (b) the Office of the United States Trustee, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801, Attn: Malcolm M. Bates

(Malcolm.M.Bates@usdoj.gov); (c) counsel to any statutory committee appointed in these chapter 11 cases; (d) counsel to the DIP Agent and Prepetition ABL Agent, (i) Choate, Hall & Stewart LLP, Two International Place, Boston, Massachusetts 02110, Attn: John F. Ventola (jventola@choate.com), Jonathan D. Marshall (jmarshall@choate.com), and Lucas B. Barrett (lbarrett@choate.com), and (ii) Richards, Layton & Finger, P.A., One Rodney Square, 920 North King Street, Wilmington, Delaware 19801, Attn: Daniel J. DeFranceschi (defranceschi@RLF.com), John H. Knight (Knight@RLF.com), and Matthew P. Milana (Milana@RLF.com); and (e) counsel to the Prepetition Term Agent, Goldberg Kohn, 55 East Monroe Street, Chicago, Illinois 60603-5792, Attn: Randall L. Klein (randall.klein@goldbergkohn.com) and Zachary J. Garrett (zachary.garrett@goldbergkohn.com).and Blank Rome LLP, 1201 N. Market Street, Suite 800, Wilmington, DE 19801, Attn: Stanley B. Tarr (stanley.tarr@blankrome.com).

4. The Adequate Assurance Deposit and the Debtors' ability to pay for future Utility Services in the ordinary course of business subject to the Adequate Assurance Procedures shall constitute adequate assurance of future payment as required under section 366 of the Bankruptcy Code.

5. The following Adequate Assurance Procedures are hereby approved:

- a. The Debtors will deposit the Adequate Assurance Deposit in the Adequate Assurance Account as soon as reasonably practicable after entry of this Interim Order or the interim order approving the debtor-in-possession financing, whichever is later, but in no event later than 20 days after entry of this Interim Order.
- b. Each Utility Provider shall be entitled to the funds in the Adequate Assurance Account in the amount set forth for such Utility Provider in the column labeled "Proposed Adequate Assurance" on the Utility Providers List, attached as Exhibit C to the Motion.
- c. If an amount relating to Utility Services provided postpetition by any Utility Provider is unpaid and remains unpaid beyond any applicable grace period,

such Utility Provider may request a disbursement from the Adequate Assurance Account up to the amount applicable to each such Utility Provider by giving notice to: (a) proposed counsel to the Debtors, Pachulski Stang Ziehl & Jones LLP, 919 North Market Street, 17th Floor, Wilmington, Delaware 19801, Attn: Laura Davis Jones (ljones@pszjlaw.com); (b) the Office of the United States Trustee, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801, Attn: Malcolm M. Bates (Malcolm.M.Bates@usdoj.gov); (c) counsel to any statutory committee appointed in these chapter 11 cases; (d) counsel to the DIP Agent and Prepetition ABL Agent, (i) Choate, Hall & Stewart LLP, Two International Place, Boston, Massachusetts 02110, Attn: John F. Ventola (jventola@choate.com), Jonathan D. Marshall (jmarshall@choate.com), and Lucas B. Barrett (lbarrett@choate.com), and (ii) Richards, Layton & Finger, P.A., One Rodney Square, 920 North King Street, Wilmington, Delaware 19801, Attn: Daniel J. DeFranceschi (defranceschi@RLF.com), John H. Knight (Knight@RLF.com), and Matthew P. Milana (Milana@RLF.com); and (e) counsel to the Prepetition Term Agent, Goldberg Kohn, 55 East Monroe Street, Chicago, Illinois 60603-5792, Attn: Randall L. Klein (randall.klein@goldbergkohn.com) and Zachary J. Garrett (zachary.garrett@goldbergkohn.com) (collectively, the “Notice Parties”). The Debtors shall honor such request within five business days after the date the request is received by the Debtors, subject to the ability of the Debtors and any such requesting Utility Provider to resolve any dispute regarding such request without further order of the Court. To the extent any Utility Provider receives a disbursement from the Adequate Assurance Account, the Debtors shall replenish the Adequate Assurance Account in the amount disbursed.

- d. Within two days after entry of the Interim Order, the Debtors will mail a copy of the Motion and Interim Order to the Utility Providers.
- e. Any Utility Provider desiring additional assurances of payment in the form of deposits, prepayments, or otherwise must serve an Adequate Assurance Request on the Notice Parties.
- f. Any Adequate Assurance Request must: (i) be in writing; (ii) identify the location for which the Utility Services are provided; (iii) summarize the Debtors’ payment history relevant to the affected account(s); (iv) certify the amount that is equal to one-half of the monthly cost of the Utility Services the Utility Provider supplies to the Debtors, calculated as a historical average over the 12-month period ended August 31, 2025; (v) certify that the Utility Provider does not already hold a prepetition deposit equal to or greater than one-half of the monthly cost of Utility Services; (vi) provide evidence that the Debtors have a direct obligation to the Utility Provider; and (vii) explain why the Utility Provider believes the Proposed Adequate Assurance is not sufficient adequate assurance of future payment.

- g. Unless a Utility Provider files and serves an Adequate Assurance Request, the Utility Provider shall be: (i) deemed to have received “satisfactory” adequate assurance of payment in compliance with section 366 of the Bankruptcy Code; and (ii) forbidden from discontinuing, altering, or refusing Utility Services to, or discriminating against, the Debtors on account of any unpaid prepetition charges, or requiring additional assurance of payment other than the Proposed Adequate Assurance.
- h. Upon the Debtors’ receipt of an Adequate Assurance Request, the Debtors shall promptly negotiate with the Utility Provider to resolve the Utility Provider’s Adequate Assurance Request.
- i. The Debtors may, without further order from the Court, resolve any Adequate Assurance Request by mutual agreement with a Utility Provider, and the Debtors may, in connection with any such agreement, provide a Utility Provider with additional adequate assurance of payment, including but not limited to cash deposits, prepayments, or other forms of security if the Debtors believe that such adequate assurance is reasonable.
- j. If the Debtors and the Utility Provider are unable to reach a consensual resolution within 21 days of receipt of an Adequate Assurance Request, or if a Utility Provider was omitted from the Utility Services List and wishes to dispute that they received adequate assurance of future payment as required by section 366 of the Bankruptcy Code as provided by this Interim Order, the Debtors, in consultation with the Utility Provider, will request a hearing before the Court at the next regularly-scheduled omnibus hearing to determine the adequacy of assurance of payment with respect to that particular Utility Provider (a “Determination Hearing”) pursuant to section 366(c)(3) of the Bankruptcy Code.
- k. Pending resolution of such dispute at a Determination Hearing, the relevant Utility Provider shall be prohibited from altering, refusing, or discontinuing service to the Debtors on account of: (i) unpaid charges for prepetition services; (ii) a pending Adequate Assurance Request; or (iii) any objections filed in response to the Proposed Adequate Assurance.
- l. The portion of the Adequate Assurance Deposit attributable to each Utility Provider, including any additional amount deposited upon request of any applicable Utility Provider or any portion thereof, shall revert to the Debtors less any amounts owed on account of unpaid postpetition Utility Services, by no later than five business days following the earlier of the date upon which (i) the Debtors reconcile and pay the Utility Provider’s final invoice in accordance with applicable non-bankruptcy law following the Debtors’ termination of Utility Services from such Utility Provider, or (ii) the effective date of any chapter 11 plan confirmed in these chapter 11 cases.

6. The Utility Providers are prohibited from requiring additional adequate assurance of payment other than pursuant to the Adequate Assurance Procedures.

7. Unless and until the Court orders otherwise, all Utility Providers are prohibited from altering, refusing, or discontinuing services on account of any unpaid prepetition charges, the commencement of these chapter 11 cases, or any perceived inadequacy of the Proposed Adequate Assurance.

8. The Debtors are authorized to cause the Adequate Assurance Deposit to be placed into a segregated account for the benefit of each Utility Provider. Notwithstanding anything to the contrary in any other order of this Court, including any order approving debtor-in-possession financing, in these chapter 11 cases, the interests of any party, including but not limited to the Debtors' postpetition or prepetition lenders, in, or lien on, the Adequate Assurance Deposit shall be subordinate to the Utility Providers' interest in any Adequate Assurance Deposit until such time as the Adequate Assurance Deposit is returned to the Debtors or as otherwise ordered by the Court.

9. The Debtors' service of the Motion upon the Utility Services List shall not constitute an admission or concession that any such entity is a "utility" within the meaning of section 366 of the Bankruptcy Code, and the Debtors reserve all rights and defenses with respect thereto.

10. The Debtors are authorized to add or remove parties from the Utility Services List; *provided, however*, that the Debtors shall provide seven days' notice of any such addition or removal to the Notice Parties; *provided, further*, that if a Utility Provider is removed from the Utility Services List, the Debtors shall provide the applicable Utility Provider with seven days' notice thereof and the opportunity to respond to such removal. To the extent that there is any dispute as to the postpetition amounts owed to a Utility Provider, such Utility Provider shall not

be removed from the Utility Services List, and no funds shall be removed from the Adequate Assurance Deposit, until such dispute has been resolved. For any Utility Provider that is subsequently added to the Utility Services List, the Debtors shall serve such Utility Provider a copy of this Interim Order, including the Adequate Assurance Procedures. The terms of this Interim Order and the Adequate Assurance Procedures shall apply to any subsequently identified Utility Provider.

11. The Debtors shall be authorized to reduce the Adequate Assurance Deposit to reflect terminated utility service upon either: (a) obtaining the affected Utility Provider's consent to reduce the Adequate Assurance Deposit; or (b) filing notice with the Court and serving upon the affected Utility Provider a notice of the Debtors' intent to reduce the Adequate Assurance Deposit within 14 days thereof and receiving no response thereto. If an objection is received, the Debtors shall request a hearing before the Court at the next omnibus hearing date or such other date to which the Debtors and the Utility Provider may agree. Upon the effective date of a plan in these chapter 11 cases, the Adequate Assurance Deposit shall be returned to the Debtors, less any amount owed on account of unpaid, postpetition Utility Services, by no later than five business days following the date upon which the plan becomes effective.

12. Any landlord or third party that pays directly for Utility Services for the benefit of the Debtors pursuant to a nonresidential real property lease must continue paying for such Utility Services in the ordinary course of business and may not cause, reduce, delay, or otherwise interfere with the payment or delivery of such Utility Services, regardless of any nonpayment, deferral, or waiver of rent, or any defaults with respect to the applicable lease; *provided* that a landlord may cease payments on account of Utility Services following the effective date of the rejection of the applicable lease pursuant to section 365 of the Bankruptcy Code, if any.

13. The inclusion of any entity in, as well as any omission of any entity from, the Utility Providers 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. Nothing in this Interim Order constitutes a finding that any entity is or is not a Utility Provider hereunder or under section 366 of the Bankruptcy Code, whether or not such entity is listed on the Utility Providers List.

14. 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 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 Interim Order.

15. Nothing contained in the Motion or this Interim Order, and no action taken pursuant to the relief requested or granted (including any payment made in accordance with this Interim Order), is intended as or shall be construed or deemed to be: (a) an admission, concession, or waiver of rights of the Debtors or any party in interest as to the amount of, basis for, validity, priority, enforceability, or perfection of any claim against, lien on (contractual, common law, statutory, or otherwise), security interest in, or other encumbrance on property of the Debtors' estates; (b) a promise or requirement to pay any particular claim; (c) an implication, admission, or finding that any particular claim is an administrative expense claim, other priority claim, or otherwise of a type specified or defined in the Motion or this Interim Order; (d) a request, approval, assumption, adoption, rejection, or termination of any agreement, contract, lease, program, or policy under section 365 of the Bankruptcy Code; (e) a waiver or limitation of the Debtors or any

other party in interest of the right to dispute any claim on any grounds; (f) a waiver or limitation of the Debtors or any person or entity of any claims, causes of action, or other rights, under the Bankruptcy Code or any other applicable law; or (g) a waiver of the obligation of any party in interest to file a proof of claim. Any payment made pursuant to this Interim Order is not intended as, and should not be construed as, an admission as to the validity, priority, or amount of any particular claim or a waiver of the Debtors' or any other party in interest's rights subsequently to dispute such claim.

16. The Debtors are authorized to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer requests that are dishonored as a consequence of these chapter 11 cases with respect to prepetition amounts owed in connection with the relief granted herein.

17. Nothing in this Interim Order authorizes the Debtors to accelerate any payments not otherwise due.

18. The contents of the Motion satisfy the requirements of Bankruptcy Rule 6003.

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

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

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

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

Exhibit B

Proposed Final Order

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

In re:

AMERICAN SIGNATURE, INC., *et al.*,¹

Debtors.

)

) Chapter 11

)

) Case No. 25-12105 (JKS)

)

) (Joint Administration Requested)

) **Ref. Docket No.** _____

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

Upon the motion (the "Motion")² of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for entry of a final order (this "Final Order"): (a) approving the Debtors' proposed adequate assurance of payment for future utility services, (b) prohibiting Utility Providers from altering, refusing, or discontinuing services, (c) approving the Adequate Assurance Procedures, and (d) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and the United States District Court for the District of Delaware having jurisdiction over this matter pursuant to 28 U.S.C. § 1334, which was referred to this Court under 28 U.S.C. § 157 pursuant to the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: American Signature, Inc. (6162); American Signature Home Inc. (8573); American Signature USA Inc. (6162); ASI Pure Promise Insurance LLC (6162); ASI Elston LLC (7520); ASI – Laporte LLC (6162); ASI Polaris LLC (6162); ASI Thomasville LLC (6162); and American Signature Woodbridge LLC (6162). The Debtors' business address is 4300 E. 5th Avenue, Columbus, OH 43235.

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

it may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing, if any, before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing, if any, establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor;

IT IS HEREBY ORDERED THAT:

1. The Motion is granted on a final basis as set forth herein.
2. Any objections to the entry of this Final Order, to the extent not withdrawn or settled, are overruled.
3. The Adequate Assurance Deposit and the Debtors' ability to pay for future Utility Services in the ordinary course of business subject to the Adequate Assurance Procedures shall constitute adequate assurance of future payment as required under section 366 of the Bankruptcy Code.
4. The following Adequate Assurance Procedures are hereby approved:
 - a. The Debtors have deposited the Adequate Assurance Deposit in the Adequate Assurance Account.
 - b. Each Utility Provider shall be entitled to the funds in the Adequate Assurance Account in the amount set forth for such Utility Provider in the column labeled "Proposed Adequate Assurance" on the Utility Providers List, attached as Exhibit C to the Motion.

- c. If an amount relating to Utility Services provided postpetition by any Utility Provider is unpaid and remains unpaid beyond any applicable grace period, such Utility Provider may request a disbursement from the Adequate Assurance Account up to the amount applicable to each such Utility Provider by giving notice to: (a) proposed counsel to the Debtors, Pachulski Stang Ziehl & Jones LLP, 919 North Market Street, 17th Floor, Wilmington, Delaware 19801, Attn: Laura Davis Jones (ljones@pszjlaw.com); (b) the Office of the United States Trustee, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801, Attn: Malcolm M. Bates (Malcolm.M.Bates@usdoj.gov); (c) counsel to any statutory committee appointed in these chapter 11 cases; (d) counsel to the DIP Agent and Prepetition ABL Agent, (i) Choate, Hall & Stewart LLP, Two International Place, Boston, Massachusetts 02110, Attn: John F. Ventola (jventola@choate.com), Jonathan D. Marshall (jmarshall@choate.com), and Lucas B. Barrett (lbarrett@choate.com), and (ii) Richards, Layton & Finger, P.A., One Rodney Square, 920 North King Street, Wilmington, Delaware 19801, Attn: Daniel J. DeFranceschi (defranceschi@RLF.com), John H. Knight (Knight@RLF.com), and Matthew P. Milana (Milana@RLF.com); and (e) counsel to the Prepetition Term Agent, Goldberg Kohn, 55 East Monroe Street, Chicago, Illinois 60603-5792, Attn: Randall L. Klein (randall.klein@goldbergkohn.com) and Zachary J. Garrett (zachary.garrett@goldbergkohn.com) (collectively, the “Notice Parties”). The Debtors shall honor such request within five business days after the date the request is received by the Debtors, subject to the ability of the Debtors and any such requesting Utility Provider to resolve any dispute regarding such request without further order of the Court. To the extent any Utility Provider receives a disbursement from the Adequate Assurance Account, the Debtors shall replenish the Adequate Assurance Account in the amount disbursed.
- d. Within two days after entry of the Final Order, the Debtors will mail a copy of the Motion and Final Order to the Utility Providers.
- e. Any Utility Provider desiring additional assurances of payment in the form of deposits, prepayments, or otherwise must serve an Adequate Assurance Request on the Notice Parties.
- f. Any Adequate Assurance Request must: (i) be in writing; (ii) identify the location for which the Utility Services are provided; (iii) summarize the Debtors’ payment history relevant to the affected account(s); (iv) certify the amount that is equal to one-half of the monthly cost of the Utility Services the Utility Provider supplies to the Debtors, calculated as a historical average over the 12-month period ended August 31, 2025; (v) certify that the Utility Provider does not already hold a prepetition deposit equal to or greater than one-half of the monthly cost of Utility Services; (vi) provide evidence that the Debtors have a direct obligation to the Utility Provider;

and (vii) explain why the Utility Provider believes the Proposed Adequate Assurance is not sufficient adequate assurance of future payment.

- g. Unless a Utility Provider files and serves an Adequate Assurance Request, the Utility Provider shall be: (i) deemed to have received “satisfactory” adequate assurance of payment in compliance with section 366 of the Bankruptcy Code; and (ii) forbidden from discontinuing, altering, or refusing Utility Services to, or discriminating against, the Debtors on account of any unpaid prepetition charges, or requiring additional assurance of payment other than the Proposed Adequate Assurance.
- h. Upon the Debtors’ receipt of an Adequate Assurance Request, the Debtors shall promptly negotiate with the Utility Provider to resolve the Utility Provider’s Adequate Assurance Request.
- i. The Debtors may, without further order from the Court, resolve any Adequate Assurance Request by mutual agreement with a Utility Provider, and the Debtors may, in connection with any such agreement, provide a Utility Provider with additional adequate assurance of payment, including but not limited to cash deposits, prepayments, or other forms of security if the Debtors believe that such adequate assurance is reasonable.
- j. If the Debtors and the Utility Provider are unable to reach a consensual resolution within 21 days of receipt of an Adequate Assurance Request, or if a Utility Provider was omitted from the Utility Services List and wishes to dispute that they received adequate assurance of future payment as required by section 366 of the Bankruptcy Code as provided by this Final Order, the Debtors, in consultation with the Utility Provider, will request a hearing before the Court at the next regularly-scheduled omnibus hearing to determine the adequacy of assurance of payment with respect to that particular Utility Provider (a “Determination Hearing”) pursuant to section 366(c)(3) of the Bankruptcy Code.
- k. Pending resolution of such dispute at a Determination Hearing, the relevant Utility Provider shall be prohibited from altering, refusing, or discontinuing service to the Debtors on account of: (i) unpaid charges for prepetition services; (ii) a pending Adequate Assurance Request; or (iii) any objections filed in response to the Proposed Adequate Assurance.
- l. The portion of the Adequate Assurance Deposit attributable to each Utility Provider, including any additional amount deposited upon request of any applicable Utility Provider or any portion thereof, shall revert to the Debtors less any amounts owed on account of unpaid postpetition Utility Services, by no later than five business days following the earlier of the date upon which (i) the Debtors reconcile and pay the Utility Provider’s final invoice in accordance with applicable non-bankruptcy law following the Debtors’

termination of Utility Services from such Utility Provider, or (ii) the effective date of any chapter 11 plan confirmed in these chapter 11 cases.

5. The Utility Providers are prohibited from requiring additional adequate assurance of payment other than pursuant to the Adequate Assurance Procedures.

6. Unless and until the Court orders otherwise, all Utility Providers are prohibited from altering, refusing, or discontinuing services on account of any unpaid prepetition charges, the commencement of these chapter 11 cases, or any perceived inadequacy of the Proposed Adequate Assurance.

7. The Debtors are authorized to cause the Adequate Assurance Deposit to be placed into a segregated account for the benefit of each Utility Provider. Notwithstanding anything to the contrary in any other order of this Court, including any order approving debtor-in-possession financing, in these chapter 11 cases, the interests of any party, including but not limited to the Debtors' postpetition or prepetition lenders, in, or lien on, the Adequate Assurance Deposit shall be subordinate to the Utility Providers' interest in any Adequate Assurance Deposit until such time as the Adequate Assurance Deposit is returned to the Debtors or as otherwise ordered by the Court.

8. The Debtors' service of the Motion upon the Utility Services List shall not constitute an admission or concession that any such entity is a "utility" within the meaning of section 366 of the Bankruptcy Code, and the Debtors reserve all rights and defenses with respect thereto.

9. The Debtors are authorized to add or remove parties from the Utility Services List; *provided, however*, that the Debtors shall provide seven days' notice of any such addition or removal to the Notice Parties; *provided, further*, that if a Utility Provider is removed from the Utility Services List, the Debtors shall provide the applicable Utility Provider with seven days' notice thereof and the opportunity to respond to such removal. To the extent that there is any

dispute as to the postpetition amounts owed to a Utility Provider, such Utility Provider shall not be removed from the Utility Services List, and no funds shall be removed from the Adequate Assurance Deposit, until such dispute has been resolved. For any Utility Provider that is subsequently added to the Utility Services List, the Debtors shall serve such Utility Provider a copy of this Final Order, including the Adequate Assurance Procedures. The terms of this Final Order and the Adequate Assurance Procedures shall apply to any subsequently identified Utility Provider.

10. The Debtors shall be authorized to reduce the Adequate Assurance Deposit to reflect terminated utility service upon either: (a) obtaining the affected Utility Provider's consent to reduce the Adequate Assurance Deposit; or (b) filing notice with the Court and serving upon the affected Utility Provider a notice of the Debtors' intent to reduce the Adequate Assurance Deposit within 14 days thereof and receiving no response thereto. If an objection is received, the Debtors shall request a hearing before the Court at the next omnibus hearing date or such other date to which the Debtors and the Utility Provider may agree. Upon the effective date of a plan in these chapter 11 cases, the Adequate Assurance Deposit shall be returned to the Debtors, less any amount owed on account of unpaid, postpetition Utility Services, by no later than five business days following the date upon which the plan becomes effective.

11. Any landlord or third party that pays directly for Utility Services for the benefit of the Debtors pursuant to a nonresidential real property lease must continue paying for such Utility Services in the ordinary course of business and may not cause, reduce, delay, or otherwise interfere with the payment or delivery of such Utility Services, regardless of any nonpayment, deferral, or waiver of rent, or any defaults with respect to the applicable lease; *provided* that a landlord may

cease payments on account of Utility Services following the effective date of the rejection of the applicable lease pursuant to section 365 of the Bankruptcy Code, if any.

12. The inclusion of any entity in, as well as any omission of any entity from, the Utility Providers 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. Nothing in this Final Order constitutes a finding that any entity is or is not a Utility Provider hereunder or under section 366 of the Bankruptcy Code, whether or not such entity is listed on the Utility Providers List.

13. 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 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.

14. Nothing contained in the Motion or this Final Order, and no action taken pursuant to the relief requested or granted (including any payment made in accordance with this Final Order), is intended as or shall be construed or deemed to be: (a) an admission, concession, or waiver of rights of the Debtors or any party in interest as to the amount of, basis for, validity, priority, enforceability, or perfection of any claim against, lien on (contractual, common law, statutory, or otherwise), security interest in, or other encumbrance on property of the Debtors' estates; (b) a promise or requirement to pay any particular claim; (c) an implication, admission, or finding that any particular claim is an administrative expense claim, other priority claim, or otherwise of a type specified or defined in the Motion or this Final Order; (d) a request, approval, assumption, adoption, rejection, or, termination of any agreement, contract, lease, program, or

policy under section 365 of the Bankruptcy Code; (e) a waiver or limitation of the Debtors or any other party in interest of the right to dispute any claim on any grounds; (f) a waiver or limitation of the Debtors or any person or entity of any claims, causes of action, or other rights, under the Bankruptcy Code or any other applicable law; or (g) a waiver of the obligation of any party in interest to file a proof of claim. Any payment made pursuant to this Final Order is not intended as, and should not be construed as, an admission as to the validity, priority, or amount of any particular claim or a waiver of the Debtors' or any other party in interest's rights subsequently to dispute such claim.

15. The Debtors are authorized to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer requests that are dishonored as a consequence of these chapter 11 cases with respect to prepetition amounts owed in connection with the relief granted herein.

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

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

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

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

Exhibit C**Utility Services List**

	Legal Name of Utility Vendor	Address	Vendor ID	Category
1.)	AMEREN ILLINOIS COMPANY	DBA AMERN ILLINOIS, 6 EXECUTIVE DR, COLLINSVILLE, IL, 62234	30352	ELECTRIC
2.)	AMERICAN ELECTRIC POWER CO.	P.O. BOX 1440, COLUMBUS, OH, 43216	49	ELECTRIC
3.)	AMERICAN MESSAGING SERVICES LL	DBA AMERICAN MESSAGING, 1720 LAKEPONTE DR; STE 100, LEWISVILLE, TX, 75057	33854	N/A
4.)	AQUA OHIO INC	DBA LAKE ERIE WEST DISTRICT, 762 W LANCASTER AVE, BRYN MAWR, PA, 19010	24917	WATER/SEWER
5.)	ARTESIAN WATER COMPANY INC	664 CHURCHMANS RD, NEWARK, DE, 19702	5232	WATER/SEWER
6.)	AT&T	P.O. BOX 2605, BEDFORD PARK, IL, 60499	50	N/A
7.)	ATHENA ENERGY SVCS HOLDINGS LLC	HOLDINGS LLC DBA SYMMETRY, ENERGY SOLUTIONS LLC, HOUSTON, TX, 77002	38089	GAS
8.)	ATMOS ENERGY CORPORATION	PO BOX 650205, DALLAS, TX, 75265-0205	37365	GAS
9.)	AW METERING SERVICES LLC	AW SERVICES GROUP, 4431 NORTH DIXIE HIGHWAY, BOCA RATON, FL, 33431	38384	WATER/SEWER
10.)	BELMONT COUNTY WATER & SEWER	67711 OAKVIEW DR, PO BOX 457, ST CLAIRSVILLE, OH, 43950	29450	WATER/SEWER
11.)	BGE	P.O. BOX 13070, PHILADELPHIA, PA, 19101-3070	6012	ELECTRIC
12.)	BOARD OF COUNTY COMMISSIONERS	DBA LEE COUNTY UTILITIES, 7391 COLLEGE PKWY, FORT MYERS, FL, 33907	32147	WATER/SEWER
13.)	CAROLINE COUNTY TREASURER	CAROLINE CO PUBLIC UTILITIES, P.O. BOX 447, BOWLING GREEN, VA, 22427	6656	N/A
14.)	CASEYVILLE TOWNSHIP SEWER SYST	1 ECOLOGY DRIVE, O'FALLON, IL, 62269	14461	WATER/SEWER
15.)	CENTERPOINT ENERGY SERVICES INC	1111 LOUISIANA, HOUSTON, TX, 77002	32140	GAS
16.)	CHARLES COUNTY GOVERNMENT	P.O. BOX 1630, LA PLATA, MD, 20646-1630	15387	WATER/SEWER
17.)	CHARTER TOWNSHIP OF CANTON	1150 S CANTON CENTER RD, CANTON, MI, 48188-1699	38880	WATER/SEWER
18.)	CHARTER TOWNSHIP OF CLINTON	40700 ROMEO PLANK RD, CLINTON TOWNSHIP, MI, 48038	37889	WATER/SEWER
19.)	CHARTER TWNSHP OF CHESTERFIELD	WATER DEPARTMENT, 47275 SUGARBUSH RD, CHESTERFIELD, MI, 48047-5156	37992	WATER/SEWER
20.)	CITIZENS GAS & COKE UTILITY	DBA CITIZENS ENERGY GROUP, 2020 N MERIDIAN ST, INDIANAPOLIS, IN, 46202	31259	GAS
21.)	CITY OF CHARLOTTE	600 E FOURTH ST, CHARLOTTE, NC, 28250-0001	6353	WATER/SEWER
22.)	CITY OF CLARKSVILLE DEPARTMENT OF ELECTRICITY	OF ELECTRICITY, PO BOX 31509, CLARKSVILLE, TN, 37041-0026	37406	ELECTRIC
23.)	CITY OF CLARKSVILLE TENN	GAS AND WATER DEPT, 2215 MADISON ST, CLARKSVILLE, TN, 37043	37347	GAS
24.)	CITY OF COLUMBIA	CUSTOMER SERVICE, P.O. BOX 147, COLUMBIA, SC, 29217	5784	WATER/SEWER
25.)	CITY OF CONOVER	PO BOX 549, CONOVER, NC, 28613-0549	21576	N/A
26.)	CITY OF CUYAHOGA FALLS	2310 SECOND ST, CUYAHOGA FALLS, OH, 44221	6320	ELECTRIC
27.)	CITY OF EAST POINT	2791 E POINT ST, EAST POINT, GA, 30344-3239	22667	ELECTRIC
28.)	CITY OF FREDERICKSBURG	715 PRINCESS ANNE STREET, FREDERICKSBURG, VA, 22401	38821	WATER/SEWER
29.)	CITY OF GRAND RAPIDS	300 MONROE AVE NW, GRAND RAPIDS, MI, 49503-2296	38345	WATER/SEWER

30.)	CITY OF HAGERSTOWN	HAGERSTOWN POLICE DEPT, 50 N BURHAMS RD, HAGERSTOWN, MD, 21740	5138	WATER/SEWER
31.)	CITY OF JOLIET	COLLECTOR'S OFFICE, 150 W JEFFERSON ST, JOLIET, IL, 60432	22438	WATER/SEWER
32.)	CITY OF LA PORTE	801 MICHIGAN AVE, LAPORTE, IN, 46350	18873	N/A
33.)	CITY OF LANSING, BY ITS BOARD	OF WATER AND LIGHT, 1201 S WASHINGTON AVE, LANSING, MI, 48910	27576	ELECTRIC
34.)	CITY OF NOVI	45175 10 MILE RD, NOVI, MI, 48375-3024	12619	WATER/SEWER
35.)	CITY OF PORTAGE	7900 S WESTNEDGE AVE, PORTAGE, MI, 49002	38316	WATER/SEWER
36.)	CITY OF RICHMOND	DEPARTMENT OF PUBLIC UTILITIES, P.O. BOX 26060, RICHMOND, VA, 23274-0001	15806	GAS
37.)	CITY OF SANDUSKY ACCT OFFICE	P.O. BOX 5002, SANDUSKY, OH, 44871-5002	6232	WATER/SEWER
38.)	CITY OF TAYLOR WATER DEPT	P.O. BOX 298, TAYLOR, MI, 48180	6204	WATER/SEWER
39.)	CITY OF TOLEDO	DIVISION OF TAXATION, 1 GOVERNMENT CTR STE 2070, TOLEDO, OH, 43604-2280	999000137	WATER/SEWER
40.)	CITY OF TRAVERSE CITY	400 BOARDMAN AVE, TRAVERSE CITY, MI, 49684	37890	ELECTRIC
41.)	CITY OF WESTLAND	CITY CLERKS OFFICE, 36601 FORD ROAD, WESTLAND, MI, 48185	3295	WATER/SEWER
42.)	CITY UTILITIES	200 E BERRY ST, SUITE 130, FORT WAYNE, IN, 46802-2733	6264	WATER/SEWER
43.)	COLUMBIA GAS	PO BOX 9001846, LOUISVILLE, KY, 40290-1846	25750	GAS
44.)	COLUMBIA GAS OF KENTUCKY	PO BOX 742523, CINCINNATI, OH, 45274-2523	21091	GAS
45.)	COLUMBIA GAS OF MARYLAND	P.O. BOX 830009, BALTIMORE, MD, 21283-0009	5381	GAS
46.)	COLUMBIA GAS OF OHIO	P.O. BOX 182007, COLUMBUS, OH, 43218-2007	48	GAS
47.)	COLUMBIA GAS OF VIRGINIA	P.O. BOX 830005, BALTIMORE, MD, 21283-0005	6574	GAS
48.)	COLUMBUS - CITY TREASURER	WATER & SEWER DIVISION, 910 DUBLIN RD, COLUMBUS, OH, 43215-1169	367	WATER/SEWER
49.)	COMMONWEALTH EDISON COMPANY	DBA COM ED, 10 S DEARBORN ST 51ST FLOOR, CHICAGO, IL, 60603	4603	ELECTRIC
50.)	CONSTELLATION ENERGY SERVICES	10 S DEARBORN ST 51ST FLOOR, CHICAGO, IL, 60603	35385	ELECTRIC
51.)	CONSTELLATION NEWENERGY INC	10 SOUTH DEARBORN ST 51ST FLR, CHICAGO, IL, 60603	19953	GAS
52.)	CONSUMERS ENERGY COMPANY	PAYMENT CENTER, PO BOX 740309, CINCINNATI, OH, 45274-0309	4631	GAS
53.)	COUNTY OF HENRICO	PO BOX 90799, HENRICO, VA, 23228-0799	17475	WATER/SEWER
54.)	DAYTON POWER AND LIGHT CO	DBA AES OHIO, 1065 WOODMAN DR, DAYTON, OH, 45432	3002	ELECTRIC
55.)	DELMARVA POWER	800 KING ST, WILMINGTON, DE, 19899	31193	ELECTRIC
56.)	DELTA CHARTER TOWNSHIP	7710 W. SAGINAW HWY, LANSING, MI, 48917	1036	WATER/SEWER
57.)	DIRECT ENERGY MARKETING INC	DBA DIRECT ENERGY BUSINESS LLC, 12 GREENWAY PLAZA; STE 250, HOUSTON, TX, 77046	33728	ELECTRIC
58.)	DIRECTV	P.O. BOX 100746, PASADENA, CA, 91189-0746	8093	N/A
59.)	DOMINION EAST OHIO	P.O. BOX 26785, RICHMOND, VA, 23261-6785	5792	GAS
60.)	DOMINION ENERGY SOUTH	CAROLINA INC, 100 SCANA PARKWAY, CAYCE, SC, 29033	6414	ELECTRIC
61.)	DOMINION VIRGINIA POWER	P.O. BOX 26543, RICHMOND, VA, 23290-0001	5721	ELECTRIC
62.)	DOWNERS GROVE SANITARY DISTRICT	2710 CURTISS ST, PO BOX 1412, DOWNERS GROVE, IL, 60515-0703	37394	WATER/SEWER
63.)	DTE ENERGY	BOX 2859, DETROIT, MI, 48260	4039	ELECTRIC
64.)	DUKE ENERGY	P.O. BOX 740124, CINCINNATI, OH, 45274-0124	6034	ELECTRIC

65.)	DUQUESNE LIGHT COMPANY	411 SEVENTH AVE, PO BOX 1920, PITTSBURGH, PA, 15230-1920	633	ELECTRIC
66.)	EDGE PROPERTIES LLC	EDGE UTILITIES, PO BOX 158, BALTIMORE, OH, 43105	38492	WATER/SEWER
67.)	EMC NATURAL GAS INC	DBA TRUE NATURAL GAS, 807 COLLINSWORTH RD, PALMETTO, GA, 30268	37623	GAS
68.)	ENGIE NORTH AMERICA INC	ENGIE RESOURCES LLC, 1360 POST OAK BLVD STE 400, HOUSTON, TX, 77056	38454	ELECTRIC
69.)	EVANSVILLE WATER AND SEWER	1 NW ML KING JR BLVD, ROOM 104, EVANSVILLE, IN, 47740-0001	6295	WATER/SEWER
70.)	FAIRFAX COUNTY WATER AUTHORITY	8570 EXECUTIVE PARK AVE, FAIRFAX, VA, 22031	12204	WATER/SEWER
71.)	FLINT TOWNSHIP	1490 S DYE ROAD, FLINT, MI, 48532-4121	37923	WATER/SEWER
72.)	FLORENCE WATER AND SEWER	8100 EWING BLVD, FLORENCE, KY, 41042-7588	26617	WATER/SEWER
73.)	FLORIDA POWER & LIGHT COMPANY	700 UNIVERSE BLVD, JUNO BEACH, FL, 33408	15500	ELECTRIC
74.)	FRANKLIN COUNTY SANITARY	ENGINEERING, 280 EAST BROAD STREET #201, COLUMBUS, OH, 43215- 4524	35138	WATER/SEWER
75.)	FRONTIER TELEPHONE OF	ROCHESTER, INC., P.O. BOX 23008, ROCHESTER, NY, 14692-3008	6136	N/A
76.)	GEORGIA POWER COMPANY	241 RALPH MCGILL BLVD NE, BIN 10120, ATLANTA, GA, 30308-3374	15513	ELECTRIC
77.)	GRAND TRAVERSE COUNTY DPW	2650 LAFRANIER ROAD, TRAVERSE CITY, MI, 49686-8972	37894	WATER/SEWER
78.)	GRANITE TELECOMMUNICATIONS	100 NEWPORT AVE EXT, QUINCY, MA, 2171	16899	N/A
79.)	GREENWOOD SANITATION	2 N MADISON AVE, GREENWOOD, IN, 46143	6273	WATER/SEWER
80.)	GWINNETT COUNTY DEPT OF WATER	RESOURCES, 684 WINDER HIGHWAY, LAWRENCEVILLE, GA, 30045-5012	16407	WATER/SEWER
81.)	HAMPTON ROADS SANITATION DISTR	DBA HRSD, 1434 AIR RAIL AVE, VIRGINIA BEACH, VA, 23455	36740	WATER/SEWER
82.)	HILLSBOROUGH COUNTY WATER DEPT	15610 PREMIER DR, TAMPA, FL, 33624- 1330	15665	WATER/SEWER
83.)	HUNTINGTON SANITARY BOARD	PO BOX 7098, HUNTINGTON, WV, 25775- 7098	32741	WATER/SEWER
84.)	IGS VENTURES INC	DBA IGS ENERGY, PO BOX 936626, ATLANTA, GA, 31193-6626	33929	GAS
85.)	INDIANA-AMERICAN WATER CO INC	PO BOX 5621, CHERRY HILL, NJ, 8034	6255	WATER/SEWER
86.)	INDIANAPOLIS POWER & LIGHT CO	DBA AES INDIANA, ONE MONUMENT CIRCLE, INDIANAPOLIS, IN, 46204	6024	ELECTRIC
87.)	JEA	PO BOX 45047, JACKSONVILLE, FL, 32231	18617	ELECTRIC
88.)	KENTUCKY AMERICAN WATER CO.	P.O. BOX 75159, BALTIMORE, MD, 21275- 0159	6474	WATER/SEWER
89.)	KENTUCKY UTILITIES CO.	PO BOX 539013, ATLANTA, GA, 30353- 9013	5975	ELECTRIC
90.)	KOCHVILLE TOWNSHIP	5851 MACKINAW, SAGINAW, MI, 48604	38385	WATER/SEWER
91.)	LAKE COUNTY DEPT OF UTILITIES	P.O. BOX 8005, PAINESVILLE, OH, 44077- 8005	6108	WATER/SEWER
92.)	LDC FUNDING LLC	DBA PEOPLES NATURAL GAS CO LLC, 375 NORTH SHORE DR; STE 600, PITTSBURGH, PA, 15212	34745	GAS
93.)	LEXINGTON FAYETTE	200 EAST MAIN STREET, LEXINGTON, KY, 40507	1377	WATER/SEWER
94.)	LOUISVILLE GAS & ELECTRIC CO	PO BOX 32010, LOUISVILLE, KY, 40232	5978	ELECTRIC
95.)	LOUISVILLE WATER CO.	550 S. 3RD ST., LOUISVILLE, KY, 40202	6263	WATER/SEWER
96.)	MAHONING CTY SANITARY ENGINEER	PO BOX 70279, PHILADELPHIA, PA, 19176-0279	5876	WATER/SEWER
97.)	MALLORY VALLEY UTILITY DISTRIC	P.O. BOX 936, FRANKLIN, TN, 37065-0936	15142	WATER/SEWER
98.)	MANATEE COUNTY UTILITIES DEPT	PO BOX 25350, BRADENTON, FL, 34206- 5350	20271	WATER/SEWER
99.)	MASERGY CLOUD COMMUNICATIONS	5757 W CENTURY BLVD, STE 575, LOS ANGELES, CA, 90045	38361	N/A

100.)	MERRILLVILLE CONSERVANCY DIST	6251 BROADWAY, MERRILLVILLE, IN, 46410	4534	WATER/SEWER
101.)	MIAMI-DADE WATER & SEWER	P.O. BOX 026055, MIAMI, FL, 33102-6055	15708	WATER/SEWER
102.)	MIDDLE TENNESSEE ELECTRIC	MEMBERSHIP CORPORATION, 555 NEW SALEM HIGHWAY, MURFREESBORO, TN, 37129	16109	ELECTRIC
103.)	MISHAWAKA UTILITIES	100 LINCOLNWAY WEST, PO BOX 363, MISHAWAKA, IN, 46546-0363	2685	ELECTRIC
104.)	MONONGAHELA POWER COMPANY	DBA MON POWER, 800 CABIN HILL DR, GREENSBURG, PA, 15601	30845	ELECTRIC
105.)	MONROE COUNTY WATER AUTHORITY	PO BOX 5158, BUFFALO, NY, 14240-5158	16039	WATER/SEWER
106.)	MONROEVILLE WATER AUTHORITY	219 SPEELMAN LANE, MONROEVILLE, PA, 15146	2101	WATER/SEWER
107.)	MONTGOMERY CNTY WATER SERVICES	PO BOX 742598, CINCINNATI, OH, 45274-2598	8104	WATER/SEWER
108.)	MOUNTAINEER GAS	PO BOX 5656, CHARLESTON, WV, 25361-0656	5976	GAS
109.)	MUNICIPAL AUTHORITY OF THE	TOWNSHIP OF ROBINSON, P.O. BOX 642715, PITTSBURGH, PA, 15264-2715	18619	WATER/SEWER
110.)	MURFREESBORO WATER RESOURCES	300 NW BROAD ST, MURFREESBORO, TN, 37130	37379	WATER/SEWER
111.)	NASHVILLE ELECTRIC	1214 CHURCH ST, NASHVILLE, TN, 37246	15865	ELECTRIC
112.)	NATIONAL FUEL GAS DIST CORP	6363 MAIN STREET, WILLIAMSVILLE, NY, 14221-5887	38524	GAS
113.)	NATIONAL GRID	PO BOX 11742, NEWARK, NJ7101-4742	21740	ELECTRIC
114.)	NEWPORT NEWS WATERWORKS	P.O. BOX 979, NEWPORT NEWS, VA, 23607	14657	WATER/SEWER
115.)	NORTH SHORE GAS COMPANY	700 N ADAMS ST; PO BOX 19001, GREEN BAY, WI, 54307-9001	33409	GAS
116.)	NORTHERN ILLINOIS GAS COMPANY	DBA NICOR GAS, 1844 FERRY RD, NAPERVILLE, IL, 60563	33093	GAS
117.)	NORTHERN INDIANA PUBLIC	SERVICE COMPANY, P.O. BOX 13007, MERRILLVILLE, IN, 46411-3007	3785	GAS
118.)	NYSEG	PO BOX 5240, BINGHAMTON, NY, 13902-5240	3674	ELECTRIC
119.)	OHIO EDISON COMPANY	76 S MAIN ST, AKRON, OH, 44308-1812	5825	ELECTRIC
120.)	ORLANDO UTILITIES COMMISSION	100 W ANDERSON ST; PO BOX 3193, ORLANDO, FL, 32802	17668	WATER/SEWER
121.)	PAETEC COMMUNICATIONS INC	600 WILLOWBROOK OFFICE PARK, FAIRPORT, NY, 14450	13484	N/A
122.)	PALMETTO UTILITIES INC	10913 METRONOME DR, HOUSTON, TX, 77043	34026	WATER/SEWER
123.)	PARKERSBURG UTILITY BOARD	PO BOX 1629, PARKERSBURG, WV, 26102-1629	6309	WATER/SEWER
124.)	PENNSYLVANIA POWER COMPANY	76 S MAIN STREET, AKRON, OH, 44308	38674	ELECTRIC
125.)	PENNSYLVANIA-AMERICAN	WATER COMPANY, P.O. BOX 371412, PITTSBURGH, PA, 15250-7412	608	WATER/SEWER
126.)	PIEDMONT NATURAL GAS CO	PO BOX 33068, CHARLOTTE, NC, 28233	4265	GAS
127.)	PLEASANT HILLS AUTHORITY	628 COCHRAN MILL ROAD, JEFFERSON HILLS, PA, 15025	12745	WATER/SEWER
128.)	POTOMAC ELECTRIC POWER CO	DBA PEPCO, 701 NINTH ST NW, WASHINGTON, DC, 20068-0001	3411	ELECTRIC
129.)	PPL ELECTRIC UTILITIES	P.O. BOX 25222, LEHIGH VALLEY, PA, 18002-5222	5638	ELECTRIC
130.)	PRINCE WILLIAM COUNTY SERVICE	P.O. BOX 2306, WOODBRIDGE, VA, 22195-0306	10078	WATER/SEWER
131.)	PROFILE ENERGY INC	535 N BROAD ST SUITE 2, CANFIELD, OH, 44406	36617	WATER/SEWER
132.)	RAPPAHANNOCK ELECTRIC CO-OP	PO BOX 7388, FREDERICKSBURG, VA, 22404-7388	6861	N/A
133.)	REPUBLIC SERVICES INC	DBA GARBAGE DISPOSAL SERVICE, 4062 SECTION HOUSE RD, HICKORY, NC, 28601	21928	N/A
134.)	ROCHESTER GAS AND ELECTRIC	PO BOX 5300, ITHACA, NY, 14852-5300	6013	ELECTRIC
135.)	SANITATION DISTRICT NO. 1	1045 EATON DR, FT WRIGHT, KY, 41017	12990	WATER/SEWER

136.)	SEMCO ENERGY INC	SEMCO ENERGY GAS COMPANY, 1411 THIRD STREET, STE A, PORT HURON, MI, 48060	38034	GAS
137.)	SILVER SPRING TOWNSHIP	5 WILLOW MILL PARK RD, STE 3, MECHANICSBURG, PA, 17050	5504	WATER/SEWER
138.)	SOTHERN MARYLAND ELECTRIC	COOPERATIVE INC, PO BOX 1937, HUGHESVILLE, MD, 20637	8648	ELECTRIC
139.)	SOUTH CENTRAL POWER CO	2780 COONPATH RD, PO BOX 250, LANCASTER, OH, 43130	29489	ELECTRIC
140.)	SOUTH STICKNEY SANITARY DIST	7801 S LAVERGNE AVE, BURBANK, IL, 60459	4865	WATER/SEWER
141.)	SOUTHSTAR ENERGY SERVICES LLC	DBA GEORGIA NATURAL GAS, 817 W PEACHTREE ST NW STE 1000, ATLANTA, GA, 30308	35834	GAS
142.)	SPIRE MISSOURI INC	700 MARKET ST; 4TH FL, ST LOUIS, MO, 63101	6052	GAS
143.)	SUBURBAN NATURAL GAS COMPANY	211 FRONT STREET, CYGNET, OH, 43413	36174	GAS
144.)	TAMPA ELECTRIC COMPANY	DBA PEOPLES GAS SYSTEM, 702 N FRANKLIN STREET, TAMPA, FL, 33602	15492	N/A
145.)	TECO TAMPA ELECTRIC	702 N FRANKLIN STREET, TAMPA, FL, 33602	15493	ELECTRIC
146.)	THE CITY OF ANN ARBOR	PO BOX 8647, ANN ARBOR, MI, 48107-8647	38121	WATER/SEWER
147.)	THE CLEVELAND ELECTRIC	ILLUMINATING COMPANY, 76 S MAIN ST, AKRON, OH, 44308-1812	10783	ELECTRIC
148.)	THE EAST OHIO GAS COMPANY	DBA ENBRIDGE GAS OHIO, 915 N ELDRIDGE PKWY; STE 1100, HOUSTON, TX, 77079	38839	GAS
149.)	THE PEOPLES GAS LIGHT AND COKE	PO BOX 2968, MILWAUKEE, WI, 53201-2968	35950	GAS
150.)	THE POTAMAC EDISON COMPANY	75 SOUTH MAIN ST, AKRON, OH, 44308	30825	ELECTRIC
151.)	THOMASVILLE UTILITIES	PO BOX 1397, THOMASVILLE, GA, 31799-1397	15277	N/A
152.)	TOLEDO EDISON	76 SOUTH MAIN ST, AKRON, OH, 44308-1890	11865	ELECTRIC
153.)	TOWN OF HENRIETTA	475 CALKINS ROAD, HENRIETTA, NY, 14467-0999	10405	WATER/SEWER
154.)	TOWN OF PLAINFIELD	PO BOX 6012, INDIANAPOLIS, IN, 46206	23092	WATER/SEWER
155.)	UGI UTILITIES INC	P.O. BOX 13009, READING, PA, 19612-3009	6051	GAS
156.)	UNION ELECTRIC COMPANY	AMEREN MISSOURI, PO BOX 66301, ST LOUIS, MO, 63133-6301	30353	ELECTRIC
157.)	VEOLIA WATER PENNSYLVANIA INC	461 FROM ROAD SUITE 400, PARAMUS, NJ, 7652	35219	WATER/SEWER
158.)	VERIZON BUSINESS	PO BOX 31307, SALT LAKE CITY, UT, 84030-1307	24386	N/A
159.)	VERIZON WIRELESS	P.O. BOX 790406, ST LOUIS, MO, 63179-0406	14876	N/A
160.)	VILLAGE OF DOWNERS GROVE	801 BURLINGTON AVENUE, DOWNERS GROVE, IL, 60515-4782	37393	WATER/SEWER
161.)	VILLAGE OF SCHAUMBURG	101 SCHAUMBURG COURT, SCHAUMBURG, IL, 60193-1881	36419	WATER/SEWER
162.)	VIRGINIA NATURAL GAS INC	PO BOX 70840, CHARLOTTE, NC, 28272-0840	13559	GAS
163.)	WASHINGTON GAS	REMITTANCE PROCESSING CENTER, PO BOX 37747, PHILADELPHIA, PA, 19101-5047	5740	GAS
164.)	WASTE HARMONICS LLC	7665 OMNITECH PLACE, VICTOR, NY, 14564	35390	REFUSE
165.)	WEST VIRGINIA AMERICAN WATER	P.O. BOX 11075, CHARLESTON, WV, 25339-1075	5914	WATER/SEWER