

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

*In re*

**WESCO AIRCRAFT HOLDINGS, INC.,  
*et al.*,<sup>1</sup>**

Debtors.

Case No. 23-90611 (DRJ)

Chapter 11

(Joint Administration Requested)

**DEBTORS' EMERGENCY  
UPDATED<sup>2</sup> MOTION FOR ENTRY OF AN ORDER  
(I) PROHIBITING UTILITIES FROM ALTERING,  
REFUSING OR DISCONTINUING SERVICE,  
(II) APPROVING ADEQUATE ASSURANCE OF PAYMENT  
TO UTILITIES AND (III) ESTABLISHING PROCEDURES  
TO RESOLVE REQUESTS FOR ADDITIONAL ASSURANCE**

**Emergency relief has been requested. Relief is requested not later than 1:00 p.m.  
(Central Time) on June 1, 2023.**

**If you object to the relief requested or you believe that emergency consideration is not warranted, you must either appear at the hearing or file a written response prior to the hearing. Otherwise, the Court may treat the pleading as unopposed and grant the relief requested.**

<sup>1</sup> The Debtors operate under the trade name Incora and have previously used the trade names Wesco, Pattonair, Haas, and Adams Aviation. A complete list of the Debtors in these chapter 11 cases, with each one's federal tax identification number and the address of its principal office, is available on the website of the Debtors' noticing agent at <http://www.kccllc.net/incora/>. The service address for each of the Debtors in these cases is 2601 Meacham Blvd., Ste. 400, Fort Worth, TX 76137.

<sup>2</sup> Exhibit B to the *Motion for Entry of an Order (I) Prohibiting Utilities from Altering, Refusing or Discontinuing Service, (II) Approving Adequate Assurance of Payment to Utilities and (III) Establishing Procedures to Resolve Requests for Additional Assurance* filed at Docket No. 11-2 has been updated.



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**A hearing will be conducted on this matter on June 1, 2023 at 1:00 p.m. (Central Time) in Courtroom 400 (Jones), 4th Floor, 515 Rusk, Houston, Texas 77002. Participation at the hearing will only be permitted by an audio and video connection.**

**Audio communication will be by use of the Court's dial-in facility. You may access the facility at 1(832) 917-1510. Once connected, you will be asked to enter the conference room number. Judge Jones's conference room number is 205691. Video communication will be by use of the GoToMeeting platform. Connect via the free GoToMeeting application or click the link on Judge Jones's home page. The meeting code is "Judge Jones". Click the settings icon in the upper right corner and enter your name under the personal information setting.**

**Hearing appearances must be made electronically in advance of both electronic and in-person hearings. To make your appearance, click the "Electronic Appearance" link on Judge Jones's home page. Select the case name, complete the required fields and click "Submit" to complete your appearance.**

The above-captioned debtors and debtors in possession (the “**Debtors**” and, together with their non-Debtor subsidiaries, “**Incora**”) respectfully state as follows.

### RELIEF REQUESTED

1. By this motion (the “**Motion**”), the Debtors seek entry of an order (i) prohibiting Utilities (as defined below) from altering, refusing or discontinuing service to, or discriminating against, the Debtors solely on the basis of the commencement of their chapter 11 cases or on the basis that a debt owed for services rendered before the Debtors’ petition date (the “**Petition Date**”) was not paid when due, (ii) determining that the Debtors have provided each of the Utilities adequate assurance of payment within the meaning given in section 366 of title 11 of the U.S. Code (the “**Bankruptcy Code**”), (iii) establishing procedures for the Court to determine or for the Debtors to consensually provide additional assurance of payment, and (iv) granting additional relief. A proposed form of order is attached to this Motion as **Exhibit A** (the “**Proposed Order**”).

2. The principal statutory bases for this Motion are sections 105(a), 363, and 366 of the Bankruptcy Code, Rules 1007, 2002, 6003 and 6004 of the Federal Rules of Bankruptcy Procedures (the “**Bankruptcy Rules**”), and paragraph 4(f) of the Procedures for Complex Cases in the Southern District of Texas (the “**Complex Case Procedures**”).

3. In support of this Motion, the Debtors rely upon the *Declaration of Raymond Carney in Support of Chapter 11 Petitions and First Day Motions* filed concurrently with this Motion (the “**First Day Declaration**”).<sup>3</sup>

<sup>3</sup> Capitalized terms used but not defined in this Motion have the meanings ascribed to them in the First Day Declaration.

## JURISDICTION AND VENUE

4. The Court has jurisdiction over this Motion pursuant to 28 U.S.C. § 1334. This Motion is a core proceeding under 28 U.S.C. § 157(b). Venue in the Court is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

## BACKGROUND

5. Incora is a provider of supply chain management services in several industries and the largest independent distribution and supply chain services provider in the global civilian and military aerospace industry. In its distribution business, Incora offers aerospace hardware and parts, electronic products, chemicals, and tooling products, which it procures, tracks and provides to customers from service centers around the world. In its service business, Incora manages all aspects of its customers' supply chains, including procurement, warehouse management, and on-site customer services, offering both customized supply-chain management plans and ad hoc direct sales. In both lines, timely delivery of necessary hardware and chemicals is critical to the business operations of Incora and its civilian and military customers.

6. On June 1, 2023 (the "*Petition Date*"), the Debtors each commenced a voluntary case under chapter 11 of the Bankruptcy Code in this Court. The Debtors have requested joint administration of their chapter 11 cases for procedural purposes. The Debtors are operating their businesses as debtors in possession pursuant to sections 1107 and 1108 of the Bankruptcy Code. No trustee, examiner or official committee has been appointed.

7. Additional information regarding the Debtors' businesses, assets, capital structure, and the circumstances leading to the filing of these chapter 11 cases is set forth in the First Day Declaration.

## THE UTILITY COMPANIES AND THE PROPOSED ADEQUATE ASSURANCE

### I. THE DEBTORS' UTILITY SERVICES

8. In the ordinary course of business, the Debtors obtain telephone, Internet, gas, electric, water, waste, and other utility services (the “*Utility Services*”) from several utility companies (the “*Utility Companies*”). As noted above, these Utility Services are critical to the continued operation of the Debtors' facilities, which operate throughout the world. A list of the Utility Companies providing Utility Services to the Debtors as of the Petition Date (the “*Utility Service List*”) is attached to this motion as **Exhibit B**. The Debtors estimate that, as of the Petition Date, approximately 110 Utility Companies, including those on the Utility List, provide services to the Debtors.

9. The Debtors cannot operate their businesses without the services that the Utility Companies provide. Even a brief interruption in those services may cause grave disruption to the Debtors' day-to-day operations, and impact time sensitive deliveries and services, which would interfere with customer relationships, adversely impact revenue, and hinder the Debtors' ability to conduct their business. Since the Debtors' business depends on their ability to provide rapid and reliable service to their clients, it is critical that the Debtors have uninterrupted service throughout these cases.

10. In general, the Debtors have a consistent history of paying their Utility Companies on time. Over the past year, the Debtors have paid, on average, approximately \$531,000 per month to Utility Companies for their services. To the best of the Debtors' knowledge, there are generally no material defaults or arrearages with respect to undisputed invoices for the services that the Utility Companies provide to the Debtors.

### II. PROPOSED ADEQUATE ASSURANCE

11. To facilitate the continued seamless operation of their business, the Debtors seek to maintain their existing consistent payments to the Utilities. The Debtors propose to deposit, within twenty days of the Petition Date, cash in the amount of \$245,024 into a segregated bank account

for the benefit of the Debtors' Utilities (the "*Adequate Assurance Account*"). As described below, this amount represents the approximate cost of two weeks of the Utility Services, minus the amount of existing security deposits.

12. The Adequate Assurance Deposit will be maintained by the Debtors for the duration of these cases and may be applied to any postpetition defaults in the payment to the Utility Companies in accordance with the procedures set forth below, and it will not be used by the Debtors for any other purpose. The Debtors' form of Order further proposes that as a further measure of adequate assurance, and consistent with Section 366 of the Bankruptcy Code, that other non-Utilities creditors will have no interest in the Adequate Assurance Account or the Adequate Assurance Deposit, except to the extent any portion of the Adequate Assurance Deposit is later returned to the Debtors pursuant to the terms of the Order.

13. The Debtors request that the Adequate Assurance Deposit may be adjusted without further order of the Court to account for (a) the termination of services provided by one or more Utility Companies; (b) the addition of Utility Companies; or (c) other arrangements agreed upon with individual Utility Companies. The Debtors further request that, absent further order of the Court, the Adequate Assurance Account may be closed, and any remaining portion of the Adequate Assurance Deposit returned to the Debtors, on the earlier of the effective date of their chapter 11 plan in these cases or the date on which substantially all assets of the Debtors are sold, so long as the purchaser assumes all obligations to the Utility Companies.

14. The Debtors believe that they will be able to pay for post-petition service in the ordinary course of business through access to existing cash collateral, access to new debtor-in-possession financing, and revenue generated through operations. The Debtors submit that their ability to pay, in combination with the establishment and maintenance of the Adequate Assurance Account (together, the "*Proposed Assurance*"), constitutes sufficient adequate assurance consistent with section 366 of the Bankruptcy Code.

15. The Debtors propose that their obligations to maintain the Adequate Assurance Account should terminate upon the earliest of (a) the closing of a sale of all or substantially all of

the Debtors' assets; (b) the effective date of a chapter 11 plan; or (c) following dismissal of these cases, the payment of each Utility Company's charges for post-petition services rendered through the date of dismissal.

### III. ADDITIONAL ASSURANCE PROCEDURES

16. The Debtors recognize that Utility Companies may have a continuing right to seek assurance beyond that proposed in this Motion. Nevertheless, because of the dire consequences that may result from any interruption to the Debtors' Utility Services, the Debtors propose the following "*Additional Assurance Procedures*" as the exclusive means by which a Utility Company may seek additional assurance of payment, other than a timely objection filed in advance of the second-day hearing.

- a. The Debtors will serve a copy of this Motion and the Order, as applicable, on each Utility Company listed on the Utility Service List within two business days following entry thereof.
- b. Within twenty business days after entry of the Order, the Debtors will deposit \$245,024 into the Adequate Assurance Account to serve as the Adequate Assurance Deposit.
- c. Any Utility Company desiring additional assurance of payment in the form of deposits, prepayments, or otherwise must serve an Additional Assurance Request on the Notice Parties.
- d. Any Additional Assurance Request must (i) be in writing and served on the following parties (A) the Debtors, (B) the Debtors' undersigned proposed counsel, (C) counsel to the First Lien Noteholder Group, (D) the Office of the U.S. Trustee for Region 7 (the "*U.S. Trustee*"), and (E) counsel to any statutorily appointed committee in these cases; (ii) identify the location(s) for which the applicable Utility Services are being provided and the applicable account number(s); (iii) provide evidence that the Debtors have a direct obligation to the Utility Company; (iv) summarize the Debtors' payment history relevant to the affected account(s) for the past twelve months, including the outstanding overdue amount and the amount of any security deposit(s); (v) certify that the Utility Company is not being paid in advance for its services; and (vi) set forth the Utility Company's reasons for believing that the Proposed Adequate Assurance is not sufficient adequate assurance of future payment.
- e. Any Utility Company that does not file an Additional Assurance Request shall be (i) deemed to have received adequate assurance of payment "satisfactory" to such Utility Company in compliance with section 366 of the Bankruptcy Code

- and (ii) forbidden to (1) discontinue, alter, refuse services to, or discriminate against, the Debtors on account of any unpaid prepetition charges or (2) require any assurance of payment other than the Proposed Adequate Assurance.
- f. Upon the Debtors' receipt of an Additional Assurance Request, the Debtors shall have twenty business days from the receipt thereof (the "***Resolution Period***") to negotiate a resolution of such Additional Assurance Request.
  - g. The Debtors may, in their sole discretion and without further order of the Court, (i) resolve any Additional Assurance Request by mutual agreement with the applicable Utility Company and (ii) in connection with any such agreement, provide such Utility Company with additional adequate assurance of future payment, including, but not limited to, a cash deposit, prepayment, or another form of security.
  - h. If the Debtors determine, in their sole discretion, that the Additional Assurance Request is not reasonable and are unable to reach a resolution with the applicable Utility Company during the Resolution Period, they shall, during the Resolution Period or immediately thereafter, request a hearing before the Court at the next regularly scheduled omnibus hearing to determine the adequacy of the Proposed Assurance of Payment with respect to such Utility Company pursuant to section 366(c)(3) of the Bankruptcy Code.
  - i. Pending resolution of the Additional Assurance Request by the Court, the applicable Utility Company shall be prohibited to alter, refuse, or discontinue its Utility Services to the Debtors on account of unpaid charges for prepetition services, a pending Adequate Assurance Request, or any objections to the Proposed Adequate Assurance.
  - j. Without further order of the Court, (i) the portion of the Adequate Assurance Deposit attributable to any Utility Company shall be returned to the Debtors on the date on which the Debtors reconcile and pay such Utility Company's final invoice in accordance with applicable non-bankruptcy law following the termination of the Utility Services provided by such Utility Company and (ii) any balance remaining in the Adequate Assurance Deposit on the effective date of the Debtors' chapter 11 plan shall be returned to the Debtors on such date. Any funds returned to the Debtors pursuant to this provision shall be subject to the terms and conditions of any then-applicable debtor in possession financing order.

17. In addition to these Additional Assurance Procedures, the Debtors propose that any Utility will be permitted to object to the Proposed Assurance and the Additional Assurance Procedures by filing and serving a timely objection in advance of the second-day hearing.



18. The Adequate Assurance Procedures provide a streamlined process for the Utility Companies to address their potential concerns regarding the Proposed Adequate Assurance, while allowing the Debtors to continue to receive utility services without interruption or undue demands, and to continue to administer their estates and business without utility service interruptions. Naturally, any termination of any Utility Services could result in the Debtors' inability to operate their business to the detriment of all stakeholders, and potentially cause the Debtors to lose customers, or for damages to arise for any number of reasons. *Cf. In re Monroe Well Serv., Inc.*, 83 B.R. 317, 321–322 (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”). Thus, the Debtors request that the Utility Companies (including, for the avoidance of doubt, those that may subsequently be added to the Utility Service List) be forbidden to alter, refuse, or discontinue their services to the Debtors or require additional assurance of payment other than in compliance with the Adequate Assurance Procedures.

19. Because uninterrupted Utility Services are vital to the continued operation of the Debtors' business and, consequently, to the success of these chapter 11 cases, the relief requested herein is necessary. Such relief ensures that the Debtors' business operations will not be disrupted, while providing the Utility Companies with an orderly, fair procedure for determining adequate assurance of payment for their future Utility Services. Thus, the proposed Adequate Assurance Procedures are not prejudicial to the rights of the Utility Companies and are in the best interests of the Debtors' estates and creditors.

#### **IV. THE UTILITY SERVICE LIST**

20. The Debtors have made a good-faith effort to include all of their Utility Companies on the Utility Service List. To the extent that the Debtors identify new or additional Utility Companies, or that services from any existing Utility Companies are discontinued, the Debtors seek authority to add or remove Utility Companies from the Utility Service List. The Debtors will serve any Utility Company that is subsequently added to the Utility Service List with a copy of the

Order, as applicable, and increase the Adequate Assurance Deposit to account for such Utility Company. The Debtors request that the terms of the Order, as applicable, apply to any such subsequently added Utility Company to the same extent as if the Utility Company was listed on the Utility Service List attached hereto. The Debtors also request the authority to decrease the Adequate Assurance Deposit to account for the removal of any Utility Company from the Utility Service List.

## **BASIS FOR RELIEF**

### **I. THE PROPOSED ASSURANCES ARE SUFFICIENT TO GUARANTEE PAYMENT FOR POST-PETITION UTILITY SERVICES**

21. Congress enacted section 366 of the Bankruptcy Code to protect a debtor from immediate termination of utility service after filing for bankruptcy, while also providing utilities with adequate assurance that they will be paid for the services and goods they provide to a debtor in bankruptcy. *See* H.R. Rep. No. 95-595, at 350 (1978), *reprinted in* 1978 U.S.C.C.A.N. 5963, 6306. Accordingly, section 366 prohibits utilities from altering, refusing or discontinuing service to a debtor “solely on the basis of the commencement of a case . . . or that a debt owed by the debtor to such utility for service rendered before the order for relief [*i.e.*, the petition date in a voluntary case] was not paid when due.” 11 U.S.C. § 366(a).

22. Section 366 requires only that a debtor’s assurance of payment be “adequate.” § 366(c). Adequacy does not require an absolute guarantee of payment, and a bankruptcy court has broad discretion to determine what constitutes adequacy. The District Court for the Northern District of Texas stated:

courts have generally held that Section 366 [...] does not require a guarantee of payment. . . . ‘The type of arrangement that constitutes adequate assurance of future payment is a fact intensive inquiry, determined under the individual circumstances of the case.’ This determination requires a careful balancing of the interest of rehabilitating a debtor against the interest of the utility. In deciding what constitutes ‘adequate assurance’ [...] a bankruptcy court must ‘focus upon the need of the utility for assurance, and to require that the debtor supply *no more than that*, since the debtor [...] has a conflicting need to conserve scarce financial resources.

‘Accordingly, bankruptcy courts must be afforded reasonable discretion in determining what constitutes adequate assurance of payment for continuing utility services.’

*In re Cont’l Common*, No. 3:10-CV-2591-O, 2011 U.S. Dist. LEXIS 171531, at \*18 (N.D. Tex. 2011) (collecting cases) (internal citations and quotations omitted).

23. In determining the necessary means of assurance, courts have “focus[ed] ‘upon the need of the utility for assurance, and [have] require[d] that the debtor supply *no more than that*, since the debtor almost perforce has a conflicting need to conserve scarce financial resources.’” *Va. Elec. & Power Co. v. Caldor, Inc.*—NY, 117 F.3d 646, 650 (quoting *In re Penn J. Corp.*, 72 B.R. 981, 985 (Bankr. E.D. Pa. 1987)); *see also In re Penn Cent. Transp. Co.*, 467 F.2d 100, 103–104 (3d Cir. 1972) (affirming bankruptcy court’s ruling that utility deposits were not required where it would “jeopardize the continuing operation of the [debtor] merely to give further security to suppliers who already are reasonably protected”). Similarly, even though section 366(c)(2) of the Bankruptcy Code permits utilities to take action if the debtor fails to provide “satisfactory” adequate assurance of payment, the Bankruptcy Court remains the ultimate arbiter of what constitutes “satisfactory assurance” after taking into consideration factors such as the relationship between the debtor and the utility. Specifically, section 366(c)(3)(A) states that “[o]n request of a party in interest and after notice and a hearing, the court may order modification of the amount of an assurance of payment.” *See, e.g., In re Cont’l Common, Inc.*, 2011 U.S. Dist. LEXIS 171531, at \*26 (Bankr. N.D. Tex. Feb. 14, 2011) (holding that utility’s right to discontinue service without a satisfactory assurance of payment was “explicitly made ‘[s]ubject to’ the Bankruptcy Court’s power to modify the amount of the assurance of payment”). Indeed, when a debtor is maintaining operations and has sufficient liquidity to pay all vendors in the ordinary course, there is nothing to prevent the Court from concluding that the Utilities are adequately assured of payment with no need for any further measures. *Cf. In re SQLC Senior Living Ctr. at Corpus Christi, Inc.*, Case No. 19-20063 (DRJ) (Bankr. S.D. Tex. Feb. 12, 2019), ECF No. 40 (finding no deposit was required in order for utilities to receive adequate assurance of payment); *In re Pac-W. Telecommc’ns, Inc.*, No. 07-10562 (BLS) (Bankr. D. Del. May 2, 2007), ECF No. 39 (approving

adequate assurance in the form of one-time supplemental prepayment to each utility equal to one week's charge).

24. Here, the Debtors believe that their Utilities have adequate assurance of payment even without establishing the Utility Deposit Account. Pending approval, the Debtors have secured sufficient debtor-in-possession financing to operate their businesses through a chapter 11 restructuring process. *See Decl. of Brian Cejka in Support of Debtors' Emergency Motion For Entry of Interim and Final Orders (i) Authorizing Them to (A) Obtain Postpetition Financing and (B) Use Cash Collateral, (ii) Granting Liens and Providing Superpriority Administrative Expense Claims, (iii) Granting Adequate Protection to Prepetition Secured Parties, (iv) Modifying the Automatic Stay, and (v) Granting Related Relief* at ¶ [•] (filed contemporaneously with this Motion). With this financing, the Debtors anticipate having sufficient resources to pay, and intend to pay, all valid postpetition obligations to all vendors and suppliers in the ordinary course—including the Utilities. In addition, the Debtors' reliance on the Utilities to operate their businesses and preserve assets provides a powerful incentive for the Debtors to stay current on their obligations. *See In re Pilgrim's Pride Corp.*, No. 08-45664, 2009 WL 7313309 at \*2 (Bankr. N.D. Tex. Jan. 4, 2009) ("The consequences of an unexpected termination of utility service to [the debtors] could be catastrophic."). Courts in this district have consistently found that adequate assurance of 50% of a debtor's estimated monthly cost or two weeks' estimated utilities cost satisfies the requirements of section 366 of the Bankruptcy Code. *See, e.g., In re Fieldwood Energy LLC*, No. 20-33948 (MI) (Bankr. S.D. Tex. Aug. 5, 2020), ECF No. 61; *In re CEC Ent., Inc.*, No. 20-33136 (MI) (Bankr. S.D. Tex. June 29, 2020), ECF No. 109; *In re BJ Servs., LLC*, No. 20-33627 (MI) (Bankr. S.D. Tex. July 31, 2020), ECF No. 242; *In re Benevis Corp.*, No. 20-33918 (MI) (Bankr. S.D. Tex. Aug. 5, 2020), ECF No. 56; *Alta Mesa Res., Inc.*, No. 19-35133 (MI) (Bankr. S.D. Tex. Sept. 12, 2019), ECF No. 65. These facts, which the Court may consider in determining the amount and form of adequate assurance, justify a conclusion that the Proposed Assurance constitutes adequate assurance of payment under section 366(c) of the Bankruptcy Code.

**II. THE ADDITIONAL ASSURANCE PROCEDURES ARE REASONABLE.**

25. Furthermore, the Court is justified in channeling any requests for additional assurance through the Additional Assurance Procedures. The Debtors expect that these procedures will permit them to resolve most disputes consensually, without requiring the Court's attention or unduly consuming estate resources. These procedures also enable the Debtors to centralize attention and expertise to the specific requests and to quickly engage the Utility on the concerns raised. The Additional Assurance Procedures also protect the estate from a sudden interruption in Utility service, while allowing a Utility to seek additional assurance if the consensual process does not resolve its concerns. Courts in this District have frequently approved similar procedures. Order, *In re Basic Energy Servs.*, Case No. 21-90002 (DRJ) (Bankr. S.D. Tex. Aug. 17, 2021), ECF No. 42; Order, *In re Limetree Bay Servs., LLC*, Case No. 21-32351 (DRJ) (Bankr. S.D. Tex. July 14, 2021), ECF No. 101; Order, *In re Buckingham Senior Living Cmty., Inc.*, Case No. 21-32155 (MI) (Bankr. S.D. Tex. June 28, 2021), ECF No. 39; Order, *In re Wash. Prime Grp. Inc.*, Case No. 21-31948 (MI) (Bankr. S.D. Tex. June 16, 2021), ECF No. 101; Order, *In re Sundance Energy Inc.*, Case No. 21-30882 (DRJ) (Bankr. S.D. Tex. Mar. 10, 2021), ECF No. 71.

**EMERGENCY CONSIDERATION**

26. Bankruptcy Rule 6003 allows a bankruptcy court to grant relief within the first 21 days of a case "to the extent that relief is necessary to avoid immediate and irreparable harm." Pursuant to that Bankruptcy Rule and Bankruptcy Local Rule 9013 1(i), the Debtors request emergency consideration of this Motion. This Motion requests relief from procedural rules and requirements that pertain to matters of immediate significance or which involve deadlines sooner than 21 days after the Petition Date. The relief will save costs and avoid undue administrative burden and confusion only if granted before the applicable deadlines. For these reasons, the Debtors have satisfied the "immediate and irreparable harm" standard of Bankruptcy Rule 6003, and the Motion should be granted on an emergency basis.

27. The Debtors also submit that emergency relief on a final basis is appropriate because the requested relief is “procedural in nature and do[es] not affect the substantive rights of creditors and other parties-in-interest.” Complex Case Procedures ¶ 4(g) (Jan. 1, 2023).

### **RESERVATIONS OF RIGHTS**

28. Although the Debtors have attempted to list all their Utilities on the Utility List, some Utilities may have been omitted inadvertently. The omission of any Utility from the Utility List is not an admission, waiver, acknowledgment or consent that section 366 of the Bankruptcy Code should not apply to that Utility. In addition, the Debtors each reserve the right to assert that any entity on the Utility List (or on any amended Utility List) is not in fact a “utility” within the meaning of section 366.

29. Nothing in this Motion is intended or should be construed as (a) an implication, admission, or concession as to the validity, amount or priority of, or basis for, any claim against any Debtor; (b) a waiver of any Debtor’s or any other party in interest’s right to dispute any claim on any ground; (c) a promise or requirement to pay any claim; (d) a waiver of any claim or cause of action that any Debtor or other party in interest may have against any entity; (e) a ratification, adoption, rejection or assumption of any agreement, contract or lease under section 365 of the Bankruptcy Code; (f) a waiver or limitation of any Debtor’s or other party in interest’s rights under any agreement, the Bankruptcy Code or other applicable law; or (g) an implication, admission or concession (i) that any particular claim is of a type specified or defined in the Motion or (ii) any lien, security interest, other encumbrance on property of any Debtor or (ii) that any lien, security interest, other encumbrance on property of any Debtor or right of setoff is valid, enforceable or perfected (and the Debtors and all other parties in interest expressly reserve and preserve their rights to contest or to seek avoidance of, the same). If the Court grants the relief sought herein, any payment made pursuant to the Court’s order is not intended and should not be construed as an admission as to the validity of any particular claim or a waiver of the Debtors’ or any other party in interest’s rights to subsequently dispute such claim.

## NOTICE

30. Notice of this Motion will be provided to (a) the Office of the U.S. Trustee for Region 7; (b) the creditors holding the thirty largest unsecured claims, according to the list filed by the Debtors with their petitions and their counsel; (c) the administrative agent for the ABL Facility and its counsel; (d) the indenture trustee for the 1L Notes and its counsel; (e) the indenture trustee for the 1.25L Notes and its counsel; (f) the indenture trustee for the Unsecured Notes and its counsel; (g) the indenture trustee for the PIK Notes and its counsel; (h) Davis Polk & Wardwell LLP and Porter Hedges LLP, as counsel to an ad hoc group of holders of 1L Notes (the “***First Lien Noteholder Group***”); (j) Senator Investment Group LP and its counsel; (k) Kobre & Kim LLP as counsel to an ad hoc group of holders of Unsecured Notes; (l) Langur Maize, L.L.C. and its counsel; (m) Katsumi and its counsel; (n) Platinum and its counsel; (o) each of the Debtors’ depositories and their respective counsel; (p) all Utility Companies in the Utility Service List; (q) the Internal Revenue Service; (r) the Office of the U.S. Attorney for the Southern District of Texas; and (s) any other party that has requested notice pursuant to Bankruptcy Rule 2002. The Debtors respectfully submit that no further notice is required under the circumstances.

*[Remainder of page intentionally blank]*

Upon the foregoing Motion, the Debtors respectfully request that the Court (a) enter an order, substantially in the form attached as **Exhibit A**, granting this Motion and (b) grant such other relief as is just and proper.

Dated: June 1, 2023

Respectfully submitted,

/s/ Kelli S. Norfleet

Kelli S. Norfleet (TX Bar No. 24070678)

Charles A. Beckham, Jr. (TX Bar No. 02016600)

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- and -

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*Proposed Counsel to the  
Debtors and Debtors in Possession*



### **CERTIFICATE OF ACCURACY**

I certify, pursuant to Local Rule 9013-1(i), that the foregoing statements regarding the nature of the emergency set forth in the foregoing Motion are true and accurate to the best of my knowledge.

Dated: June 1, 2023

/s/ Kelli S. Norfleet  
Kelli S. Norfleet

### **CERTIFICATE OF SERVICE**

I certify that, on June 1, 2023, a true and correct copy of the foregoing document was served through the Court's Electronic Case Filing system of the United States Bankruptcy Court for the Southern District of Texas and will be served as set forth in the Affidavit of Service to be filed by the Debtors' proposed noticing agent.

Dated: June 1, 2023

/s/ Kelli S. Norfleet  
Kelli S. Norfleet

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

*In re*

**WESCO AIRCRAFT HOLDINGS, INC.,  
*et al.*,<sup>1</sup>**

Debtors.

Case No. 23-90611 (DRJ)

Chapter 11

(Jointly Administered)

**ORDER (I) PROHIBITING  
UTILITIES FROM ALTERING,  
REFUSING OR DISCONTINUING SERVICE,  
(II) APPROVING ADEQUATE ASSURANCE OF PAYMENT  
TO UTILITIES AND (III) ESTABLISHING PROCEDURES  
TO RESOLVE REQUESTS FOR ADDITIONAL ASSURANCE**

<sup>1</sup> The Debtors operate under the trade name Incoira and have previously used the trade names Wesco, Pattonair, Haas, and Adams Aviation. A complete list of the Debtors in these chapter 11 cases, with each one's federal tax identification number and the address of its principal office, is available on the website of the Debtors' noticing agent at <http://www.kccllc.net/incora/>. The service address for each of the Debtors in these cases is 2601 Meacham Blvd., Ste. 400, Fort Worth, TX 76137.

Upon the motion (the “*Motion*”),<sup>2</sup> of the above-captioned debtors (collectively, the “*Debtors*”), for entry of an order (this “*Order*”) (i) prohibiting Utility Companies from altering, refusing or discontinuing service to, or discriminating against, the Debtors, (ii) determining that the Debtors have provided each of the Utility Companies adequate assurance of payment within the meaning given in section 366 of the Bankruptcy Code, (iii) establishing procedures for the Court to determine or for the Debtors to consensually provide additional assurance of payment, and (iv) granting additional relief; and the Court having jurisdiction to decide the Motion and to enter this Order pursuant to 28 U.S.C. §§ 157 and 1334; and consideration of the Motion being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper in the Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided and such notice being adequate and appropriate under the circumstances; and after notice and a hearing, as defined in section 102 of the Bankruptcy Code; and the Court having determined that the legal and factual bases set forth in the Motion and in the record establish just cause for entry of this Order; and it appearing that entry of this Order is in the best interests of the Debtors’ estates and that immediate relief is justified under Bankruptcy Rule 6003 to avoid immediate and irreparable harm to the Debtors’ estates; it is hereby **ORDERED** that:

1. All Utility Companies are prohibited from altering, refusing or discontinuing service on the basis of the commencement of the Debtors’ chapter 11 cases, on the basis that a debt owed for services rendered before the Petition Date was not paid when due, or on the basis of any perceived inadequacy of the Proposed Adequate Assurance.

2. The Adequate Assurance Deposit, together with the Debtors’ ability to pay for postpetition Utility Services in the ordinary course of business, subject to the Adequate Assurance Procedures, shall constitute adequate assurance of future payment as required by section 366 of the Bankruptcy Code.

<sup>2</sup> Capitalized terms used but not defined in this Order have the meanings ascribed to them in the Motion.

3. Any bonds, security deposits or other security that were in place as of the Petition Date shall remain in place and shall continue to be held by the applicable Utility Companies, except (a) upon further order of the Court or (b) as agreed by the Debtors pursuant to the Adequate Assurance Procedures.

4. The following Additional Assurance Procedures are hereby approved and shall be followed by each Utility as a condition to seeking any further relief:

- a. The Debtors will serve a copy of this Motion and the Order, as applicable, on each Utility Company listed on the Utility Service List within two business days following entry thereof.
- b. Within twenty business days after entry of the Order, the Debtors will deposit \$245,024 into the Adequate Assurance Account to serve as the Adequate Assurance Deposit.
- c. Any Utility Company desiring additional assurance of payment in the form of deposits, prepayments, or otherwise must serve an Additional Assurance Request on the Notice Parties.
- d. Any Additional Assurance Request must (i) be in writing and served on the following parties (A) the Debtors, (B) the Debtors' undersigned proposed counsel, (C) counsel to the First Lien Noteholder Group, (D) the Office of the U.S. Trustee for Region 7 (the "*U.S. Trustee*"), and (E) counsel to any statutorily appointed committee in these cases; (ii) identify the location(s) for which the applicable Utility Services are being provided and the applicable account number(s); (iii) provide evidence that the Debtors have a direct obligation to the Utility Company; (iv) summarize the Debtors' payment history relevant to the affected account(s) for the past twelve months, including the outstanding overdue amount and the amount of any security deposit(s); (v) certify that the Utility Company is not being paid in advance for its services; and (vi) set forth the Utility Company's reasons for believing that the Proposed Adequate Assurance is not sufficient adequate assurance of future payment.
- e. Any Utility Company that does not file an Additional Assurance Request shall be (i) deemed to have received adequate assurance of payment "satisfactory" to such Utility Company in compliance with section 366 of the Bankruptcy Code and (ii) forbidden to (1) discontinue, alter, refuse services to, or discriminate against, the Debtors on account of any unpaid prepetition charges or (2) require any assurance of payment other than the Proposed Adequate Assurance.
- f. Upon the Debtors' receipt of an Additional Assurance Request, the Debtors shall have twenty business days from the receipt thereof (the "*Resolution Period*") to negotiate a resolution of such Additional Assurance Request.

- g. The Debtors may, in their sole discretion and without further order of the Court, (i) resolve any Additional Assurance Request by mutual agreement with the applicable Utility Company and (ii) in connection with any such agreement, provide such Utility Company with additional adequate assurance of future payment, including, but not limited to, a cash deposit, prepayment, or another form of security.
- h. If the Debtors determine, in their sole discretion, that the Additional Assurance Request is not reasonable and are unable to reach a resolution with the applicable Utility Company during the Resolution Period, they shall, during the Resolution Period or immediately thereafter, request a hearing before the Court at the next regularly scheduled omnibus hearing to determine the adequacy of the Proposed Assurance of Payment with respect to such Utility Company pursuant to section 366(c)(3) of the Bankruptcy Code.
- i. Pending resolution of the Additional Assurance Request by the Court, the applicable Utility Company shall be prohibited to alter, refuse, or discontinue its Utility Services to the Debtors on account of unpaid charges for prepetition services, a pending Adequate Assurance Request, or any objections to the Proposed Adequate Assurance.
- j. Without further order of the Court, (i) the portion of the Adequate Assurance Deposit attributable to any Utility Company shall be returned to the Debtors on the date on which the Debtors reconcile and pay such Utility Company's final invoice in accordance with applicable non-bankruptcy law following the termination of the Utility Services provided by such Utility Company and (ii) any balance remaining in the Adequate Assurance Deposit on the effective date of the Debtors' chapter 11 plan shall be returned to the Debtors on such date. Any funds returned to the Debtors pursuant to this provision shall be subject to the terms and conditions of any then-applicable debtor in possession financing order.

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

6. Unless and until a Utility Company serves an Additional Assurance Request on the Debtors and the other Notice Parties, such Utility Company shall be: (a) deemed to have received adequate assurance of payment "satisfactory" to such Utility Company in compliance with section 366 of the Bankruptcy Code and (b) forbidden to (i) discontinue, alter, or refuse services to, or discriminate against, the Debtors on account of any unpaid prepetition charges, and (ii) require additional assurance of payment other than the Proposed Adequate Assurance.

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

8. All Utility Companies that provide services to the Debtors and that receive actual notice of this Order, regardless of whether they are listed on the Utility Service List, shall be bound by the terms of this Order. The Debtors are authorized to amend the Utility Services List to add Utility Companies to the extent the Debtors identify additional Utility Companies. The Debtors shall cause a copy of this Order to be served on any subsequently identified or added Utility Company. The Debtors shall, as soon as possible, increase the aggregate amount of the Adequate Assurance Deposit by an amount equal to the cost of two weeks of services provided by such subsequently identified or added Utility Company.

9. The Debtors are authorized to amend the Utility Service List to remove a Utility Company, including to the extent the Debtors terminate the services of any Utility Company, provided that the Debtors give at least three business days’ notice to the affected Utility Company. Upon the termination of Utility Services by any Utility Company, the Debtors may, in their discretion and without further order of this Court, reduce the Adequate Assurance Deposit by an amount equal to the lesser of (a) the estimated two-week cost of the Utility Services being discontinued and (b) the amount of the Adequate Assurance Deposit then attributable to the applicable Utility Company.

10. Notwithstanding the relief granted in this Order, all authorizations herein and all payments and actions pursuant thereto shall be subject to each interim and final order entered by the Court in respect of the *Debtors’ Emergency Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors To (A) Obtain Postpetition Financing and (B) Use Cash Collateral, (II) Granting Liens and Providing Superpriority Administrative Expense Claims, (III) Granting Adequate Protection to Prepetition Secured Parties, (IV) Modifying the Automatic Stay, and (V) Granting Related Relief* filed contemporaneously herewith (collectively, such interim and final

orders, the “*DIP Orders*”), including compliance with any budget or cash flow forecast in connection therewith and any other terms and conditions thereof. Nothing herein is intended to modify, alter, or waive, in any way, any terms, provisions, requirements, or restrictions of the DIP Orders or the DIP Documents (as defined in the DIP Orders). To the extent there is any inconsistency between the terms of the DIP Orders and the terms of this Order, the terms of the DIP Orders shall control.

11. Notwithstanding the relief granted herein and any actions taken pursuant to such relief, nothing contained in the Motion or this Order (nor any action, payment, deposit or adequate assurance pursuant to the relief granted herein) shall constitute, nor is it intended to constitute: (a) an implication, admission, concession or finding as to the validity, priority, amount, basis for, or secured status of any particular claim against any Debtor, including priority under section 503(b)(9); (b) a waiver of the Debtors’ or other party in interest’s right to dispute any particular claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) a waiver of any claim or cause of action that any Debtor or other party in interest may have against any entity; (e) a ratification, adoption, rejection or assumption of any agreement, contract or lease under section 365 of the Bankruptcy Code; (f) a waiver or limitation of any Debtor’s or other party in interest’s rights under any agreement, the Bankruptcy Code or other applicable law; or (g) an implication, admission, concession or finding (i) that any particular claim is of a type specified or defined in this Order or the Motion or (ii) that any lien, security interest, other encumbrance on property of any Debtor or right of setoff is valid, enforceable or perfected (and the Debtors and all other parties in interest expressly reserve and preserve their rights to contest or to seek avoidance of the same). Any payment made pursuant to this Order 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 to subsequently dispute such claim.

12. Notwithstanding any provision of the Bankruptcy Rules or Local Rules, the terms of this Order shall be immediately effective and enforceable upon its entry.

13. The Debtors and their agents are authorized to take all steps necessary or appropriate to carry out this Order.

14. The Court shall retain jurisdiction over all matters arising from or related to the implementation, interpretation, or enforcement of this Order.

Dated: \_\_\_\_\_  
Houston, Texas

\_\_\_\_\_  
UNITED STATES BANKRUPTCY JUDGE



**EXHIBIT B**

**UTILITY SERVICE LIST**

Utility Provider Name	Types of Services Provided	Mailing Address	Account Numbers	Average Monthly Spend	Adequate Assurance Deposit
Aimera Limited	Water	272 BATH STREET GLASGOW G2 4JR UNITED KINGDOM		159	73
Alectra Utilities	Electricity	PO BOX 3700 CONCORD, ON L4K 5N2 CANADA		2,139	987
Ameren Missouri	Electricity	PO BOX 88068 CHICAGO, IL 60680-1068 UNITED STATES	7358305141	1,470	678
AT&T	Telecommunications	PO BOX 5019 CAROL STREAM, IL 60197-5019 UNITED STATES	831-000-8090 838 8002-871-4808 140761195 831-001-0168 311 81728444409815 831-001-0816666 317 856-5040-222 7 831-000-4785-147 817 A56-0672 679 7 831-000-4996 243 831-000-7246 231 831-000-7246 244 831-000-7246 248 831-000-7843 812 831-001-0312 745 310780971	20,251	9,347

Utility Provider Name	Types of Services Provided	Mailing Address	Account Numbers	Average Monthly Spend	Adequate Assurance Deposit
AT&T Comunicaciones Digitales	Telecommunications	PASEO DE LOS TAMARINDOS 90 PISO 24 COL. CUAJIMALPA DE MORELOS DISTRITO FEDERAL CUAJIMALPA DE MORELOS 05120 MEXICO		5,821	2,687
AT&T Mobility	Telecommunications	PO BOX 6463 CAROL STREAM, IL 60197-6463 UNITED STATES	874321769	8,352	3,855
Atmos Energy	Natural Gas	PO BOX 740353 CINCINNATI, OH 45274-0353 UNITED STATES	4019291935 3057665890	3,069	1,416
AvantiGas ON LTD	Electricity / Natural Gas	UGI HOUSE GISBORNE CLOSE, STAVELEYCHESTERFIELDLONDO N S43 3JTUNITED KINGDOM		7,368	3,401
Baldwin County Sewer Service LLC (BCSS)	Waste Collection	PO BOX 1628 FOLEY, AL 36536 UNITED STATES	9281BP	37	17

Utility Provider Name	Types of Services Provided	Mailing Address	Account Numbers	Average Monthly Spend	Adequate Assurance Deposit
Bell Mobilite	Telecommunications	C.P. 11095 SUCC. CENTRE-VILLE MONTREAL, QC H3C 5E7 CANADA	509494334	4,443	2,051
Bell Mobility, Inc. (BDI)	Telecommunications	PO BOX 4100 PO A ETOBICOKE, ON M9C 0A8 CANADA	509494334	112	52
Bezeq International	Telecommunications	40 SHACHAM STREET RAMAT-SIV PETACH TIKVA, 49170 ISRAEL	101938290	1,417	654
Biffa Waste Services LTD	Waste Collection	PO BOX 645 HIGH WYCOMBE, BUCKS HP123WF UNITED KINGDOM	3191702 2762932 P28941*1*8 P32263*1*6 P32263*1*7	7,533	3,477
Boost Pro system Ltd	Telecommunications	19 SHAIRPS BUSINESS PARK HOUSTOUN INDUSTRIAL ESTATE, LIVINGSTON EH545FD UNITED KINGDOM		1,141	527
Bright House Networks LLC	Telecommunications	PO BOX 790450 SAINT LOUIS, MO 63179-0450 UNITED STATES		125	58

Utility Provider Name	Types of Services Provided	Mailing Address	Account Numbers	Average Monthly Spend	Adequate Assurance Deposit
Brightspeed	Telecommunications	P.O. BOX 6102 CAROL STREAM, IL 60197-6102 UNITED STATES	460461498	518	239
British Telecom	Telecommunications	B.T TELEPHONE PAYMENT CENTRE NEWCASTLE-UPON-TYNE NE826XX UNITED KINGDOM	VP 0523 3170	45	21
Bryt Energy Limited	Electricity / Natural Gas	1 VICTORIA SQUARE, BIRMINGHAM, WEST MIDLONDON B1 1BDUNITED KINGDOM	A-0014512A- 0015724A-0014511	70,044	32,328
C Spire Business Solutions	Telecommunications	1018 HIGHLAND COLONY PKWY RIDGELAND, MS 39157 UNITED STATES	0000679125	1,112	513
Central Telcom Services, LLC	Telecommunications	PO BOX 7 FAIRVIEW, UT 84629 UNITED STATES	384038378	490	226
Century Link Communications LLC	Telecommunications	BUSINESS SERVICES PO BOX 52187 PHOENIX, AZ 85072-2187 UNITED STATES	86730180	430	198
Centurylink	Telecommunications	PO BOX 29040 PHOENIX, AZ 85038-9040 UNITED STATES		447	206

Utility Provider Name	Types of Services Provided	Mailing Address	Account Numbers	Average Monthly Spend	Adequate Assurance Deposit
Charter Communications	Telecommunications	PO BOX 742615 CINCINNATI, OH 45274-2615 UNITED STATES	369652031523 8783 60 001 0210725	1,935	893
China Mobile International Limited	Telecommunications	LEVEL 30, TOWER 1 KOWLOON COMMERCE CENTRE 51 KWAI CHUNG NEW TERRITORIES 999077 HONG KONG	332061	2,627	1,212
Citizens Gas	Natural Gas	P O BOX 7056 INDIANAPOLIS, IN 46207 UNITED STATES	7817020000	1,001	462
City of Austin	Electricity / Water / Waste Collection	PO BOX 2267 AUSTIN, TX 78783-2267 UNITED STATES	89422-79591	13,068	6,031
City of Savannah Revenue Dept (Water)	Water	UTILITY SERVICES DIVISION P.O. BOX 1968 SAVANNAH, GA 31402-1968 UNITED STATES	086538	249	115
Claro Enterprise Solutions, LLC	Telecommunications	3350 SW 148 AVENUE, STE 400 MIRAMAR, FL 33027 UNITED STATES	US00015813	2,320	1,071

Utility Provider Name	Types of Services Provided	Mailing Address	Account Numbers	Average Monthly Spend	Adequate Assurance Deposit
Cogeco Connexion Inc.	Telecommunications	CP 4080 STN ATORONTO, ON M5W 1M8CANADA		358	165
Colt Technology Services	Telecommunications	BEAUFORT HOUSE 15 ST BOLTOPH STREET LONDON EC3A7QN UNITED KINGDOM		4,320	1,994
Comcast	Telecommunications	PO BOX 3001 SOUTHEASTERN, PA 19398- 3001 UNITED STATES	8498340083618430 8396 10 052 0197727	933	430
Comcast Business	Telecommunications	P.O. BOX 37601 PHILADELPHIA, PA 19101-0601 UNITED STATES	935460613	371	171
Comcast Corporation	Telecommunications	1 COMCAST CENTER PHILADELPHIA, PA 19103 UNITED STATES		149	69
Convergia, Inc.	Telecommunications	39045 TREASURY CENTER CHICAGO, IL 60694-9000 UNITED STATES	CORUS2078	484	223
Coserv	Electricity	PO BOX 734803 DALLAS, TX 75373 UNITED STATES	9001125780	21,239	9,803

Utility Provider Name	Types of Services Provided	Mailing Address	Account Numbers	Average Monthly Spend	Adequate Assurance Deposit
Cox Business	Telecommunications	PO BOX 248871 OKLAHOMA CITY, OK 73124-8871 UNITED STATES	001 8501 220313801	123	57
Cox Communications	Telecommunications	P.O. BOX 650957 DALLAS, TX 75265-0957 UNITED STATES	11001035999401	386	178
Cox Communications Phoenix	Telecommunications	PO BOX 53249 PHOENIX, AZ 85072-3249 UNITED STATES		1,764	814
Crown Castle Fiber LLC	Telecommunications	PO BOX 28730 NEW YORK, NY 10087-8730 UNITED STATES	B27218	2,891	1,334
Dakota Central Telecomm	Telecommunications	PO BOX 1460 JAMESTOWN, ND 58402-1460 UNITED STATES	1830100	119	55
Enbridge Consumers Gas	Natural Gas	PAYMENT PROCESSING DEPT.P.O. BOX 644SCARBOROUGH, ON M1K 5H1CANADA		1,631	753
Energir	Natural Gas	C.P. 6115, SUCC. CENTRE-VILLE MONTREAL, QC H3C 4N7 CANADA	42016744304	1,287	594

Utility Provider Name	Types of Services Provided	Mailing Address	Account Numbers	Average Monthly Spend	Adequate Assurance Deposit
Engie Gas LTD	Natural Gas	26 WHITELHALL ROAD LEEDS LS121BE UNITED KINGDOM	10301491 10301492 10301493	14,144	6,528
Everg. Inc.	Electricity	PO BOX 419353 KANSAS CITY, MO 64141-6353 UNITED STATES	5342300248	5,157	2,380
Expereo USA, Inc.	Telecommunications	10740 PARKRIDGE BLVD., SUITE 610 RESTON, VA 20191 UNITED STATES	CUS-01001076	613	283
Fireside Natural Gas, LLC	Natural Gas	2655 DALLAS HWY STE. 250 ATLANTA, GA 30368-6268 UNITED STATES		2,058	950
Georgia Power Company	Electricity	96 ANNEX ATLANTA, GA 30396-0001 UNITED STATES	68288-29087 04445-01026 59430-26056 68288-29087	26,281	12,130
Granite Telecommunications, LLC	Telecommunications	CLIENT ID#311 PO BOX 983119 BOSTON, MA 02298-3119 UNITED STATES	3043163	6,439	2,972
GTT Americas, LLC	Telecommunications	PO BOX 842630 DALLAS, TX 75284-2630 UNITED STATES	T173972 T159269 T176012	5,668	2,616



Utility Provider Name	Types of Services Provided	Mailing Address	Account Numbers	Average Monthly Spend	Adequate Assurance Deposit
Hutchinson 3G UK (Three.co.uk)	Telecommunications	3 BUSINESS SERVICES HUTCHINSON 3G UK LTD PO BOX 333 GLASGOW G2 9AG UNITED KINGDOM		55	25
Hydro Quebec	Electricity	C.P. 11022 SUCC CENTRE VILLE MONTREAL, QC H3C 4V6 CANADA	299 084 255 676	4,730	2,183
Indianapolis Power & Light Company	Electricity	PO BOX 110 INDIANAPOLIS, IN 46206 UNITED STATES	1497897	3,299	1,523
Israel Electric Company	Electricity	1 NETIV HA'OR HAIFA 3508510 ISRAEL		470	217
Joe Wheeler EMC	Electricity	DEPT 1340 BIRMINGHAM, AL 35287-1340 UNITED STATES	154829002	3,004	1,386
Kansas Gas Service	Natural Gas	P.O. BOX 219046 KANSAS CITY, MO 64121-9046 UNITED STATES	5122593161634130	1,367	631
Level 3 Communications LLC	Telecommunications	PO BOX 910182 DENVER, CO 80291-0182 UNITED STATES	1-9XWA84 1-6479YZ	8,119	3,747

Utility Provider Name	Types of Services Provided	Mailing Address	Account Numbers	Average Monthly Spend	Adequate Assurance Deposit
Lingo Communications	Telecommunications	P.O. BOX 660344 DALLAS, TX 75266-0344 UNITED STATES	412383753	91	42
Marcatel	Telecommunications	AVE. SAN JERONIMO 210 PTE. COL. SAN JERONIMO MONTERREY, NLE, 64640 MEXICO	61075407	4,831	2,230
Masergy Cloud Communications, Inc.	Telecommunications	PO BOX 733939 DALLAS, TX 75373-3939 UNITED STATES	435074	47,333	21,846
Masergy Communications UK LTD	Telecommunications	32 FARINGTON STREET 2ND FLOOR LONDON EC4A4HJ UNITED KINGDOM		12,357	5,703
Met-Ed	Electricity	PO BOX 3687 AKRON, OH 44309-3687 UNITED STATES	100 134 762 366	22,172	10,233
Metropolitan Telecommunications	Telecommunications	PO BOX 9660 MANCHESTER, NH 03108-9660 UNITED STATES	0100528166	381	176
MetTel	Telecommunications	PO BOX 9660 MANCHESTER, NH 03108-9660 UNITED STATES	100528166	10,341	4,773

Utility Provider Name	Types of Services Provided	Mailing Address	Account Numbers	Average Monthly Spend	Adequate Assurance Deposit
MK Netzdienste	Telecommunications	GMBH & CO. KG, DRESDENER STRABE 18MINDEN 32423GERMANY	4660	851	393
New Horizon Communications Corp	Telecommunications	200 BAKER AVE, SUITE 300 CONCORD, MA 01742 UNITED STATES	39050	277	128
Nitel, LLC	Telecommunications	350 N. ORLEANS ST SUITE 1300N CHICAGO, IL 60654 UNITED STATES	6617757308	4,216	1,946
O1 Telecom LTD	Telecommunications	THE OLD FACTORY 30-31 DEVONSHIRE PLACE BRIGHTON BN2 1QB UNITED KINGDOM	PATT2123	557	257
OneStream Networks, LLC	Telecommunications	LOCKBOX 17206 5505 N. CUMBERLAND AVE SUITE 307 CHICAGO, IL 60656-1471 UNITED STATES	800216	574	265
Opus Business Systems Limited	Telecommunications	1ST FLOOR LONDON COURT 39 LONDON ROAD REIGATE SURREY RH2 9AQ UNITED KINGDOM	126071	4,291	1,980

Utility Provider Name	Types of Services Provided	Mailing Address	Account Numbers	Average Monthly Spend	Adequate Assurance Deposit
Printer Communications	Telecommunications	AMAL 4 ST., INDUSTRIAL PARK AFEK ROSH HA'AYIN 48103 ISRAEL		2,286	1,055
Public Works & Utilities Dept	Water	PO BOX 2922 WICHITA, KS 67201-2922 UNITED STATES	0100074-165865	1,730	799
Radiomovil Dipsa, S.A. DE C.V	Telecommunications	LAGO ALBERTO 366 COLONIA ANAHUAC MEXICO, DF 11320 MEXICO		3,500	1,615
Regional of Peel	Water	PO BOX 4512, STATION A TORONTO, ON M5W 4L4 CANADA		1,279	590
Republic Services, Inc.	Waste Collection	PO BOX 78829 PHOENIX, AZ 85062-8829 UNITED STATES	3-0960-0006131	42,753	19,732
Riviera Utilities	Electricity	PO BOX 580052 CHARLOTTE, NC 28258-0052 UNITED STATES	2000038410	689	318
Scana Energy	Electricity	PO BOX 105046ATLANTA, GA 30348-5046UNITED STATES	8310135077410	1,679	775
Scottish Water Company	Water	7 LOCHSIDE VIEW EDINBURGH WEST LOTHIAN EH12 9DH UNITED KINGDOM		571	264

Utility Provider Name	Types of Services Provided	Mailing Address	Account Numbers	Average Monthly Spend	Adequate Assurance Deposit
SCV Water - Valencia Division	Water	P.O. BOX 515106 LOS ANGELES, CA 90051-5106 UNITED STATES	10093300	720	332
Southern California Edison	Electricity	PO BOX 300 ROSEMEAD, CA 91772-0001 UNITED STATES	700492150459	15,493	7,151
Spectro Networks Communications Mexico S	Telecommunication s	BERNARDO QUINTANA 7001 COL. CENTRO SUR QUERETARO 76090 MEXICO		283	131
Spectro Networks S De RL De CV	Telecommunication s	CALLE SALVADOR GONZALEZ LOBO 106 AL SALTILLO 25280 MEXICO		1,369	632
Spectrum	Telecommunication s	PO BOX 94188 PALATINE, IL 60094-4188 UNITED STATES	8246 10 022 0123082	1,348	622
Spire	Natural Gas	DRAWER 2 ST LOUIS, MO 63171 UNITED STATES	5991933084	1,102	509
Sprint	Telecommunication s	P.O. BOX 4181 CAROL STREAM, IL 60197-4181 UNITED STATES	926543896 229997815	3,563	1,645

Utility Provider Name	Types of Services Provided	Mailing Address	Account Numbers	Average Monthly Spend	Adequate Assurance Deposit
SRP	Electricity	1500 N MILL AVE TEMPE, AZ 85281 UNITED STATES	944-945-003	10,208	4,711
Succeed.net	Telecommunications	970 RESERVE DR. STE 149 ROSEVILLE, CA 95678 UNITED STATES	105663	479	221
Talk Talk Business	Telecommunications	THE SOAPWORKS ORDSALL SALFORD QUAYS LN SALFORD, OXFORDSHIRE, M5 3TT UNITED KINGDOM		861	398
Telefonos De Mexico, SA De CV	Telecommunications	PARQUE VIA 190COLONIA CUAUHTEMOCMEXICO, DF 06599MEXICO		685	316
Telstra Incorporated	Telecommunications	PO BOX 7247 PHILADELPHIA, PA 19170-9190 UNITED STATES	US-00018005	890	411
Three.co.UK	Telecommunications	3 BUSINESS SERVICES HUTCHINSON 3G UK LTD PO BOX 333 GLASGOW G2 9AG UNITED KINGDOM		190	88

Utility Provider Name	Types of Services Provided	Mailing Address	Account Numbers	Average Monthly Spend	Adequate Assurance Deposit
Time Warner Cable	Telecommunications	BOX 223085 PITTSBURGH, PA 15251-2085 UNITED STATES	8260 16 158 1464227 113757701 113485001 113945701 117552001 064220201 115814801 106942101	9,237	4,263
Troy Cablevision Inc	Telecommunications	PO BOX 1228 TROY, AL 36081-1228 UNITED STATES	936088	173	80
UGI Utilities, Inc.	Natural Gas	PO BOX 15503 WILMINGTON, DE 19886-5503 UNITED STATES	421002047700	6,959	3,212
Verizon	Telecommunications	PO BOX 15043 ALBANY, NY 12212-5043 UNITED STATES	U0212248	384	177
Verizon UK Ltd.	Telecommunications	PO BOX 216 WIDNES WA8 2ZX UNITED KINGDOM		6,606	3,049
Verizon Wireless	Telecommunications	PO BOX 660108 DALLAS, TX 75266-0108 UNITED STATES	861592990-00004 861592990-00011	14,524	6,703

Utility Provider Name	Types of Services Provided	Mailing Address	Account Numbers	Average Monthly Spend	Adequate Assurance Deposit
Virgin Media	Telecommunications	ROBERTS HOUSEDE HAVILLAND AVENUEPRESTON FAR BUSINESS PARKSTOCKTON-ON- TEES TS18 3THUNITED KINGDOM		651	300
Vodafone	Telecommunications	AM SEESTERN 1 D-40547 DUSSELDORF UNITED KINGDOM		142	66
Vodafone Limited	Telecommunications	PO BOX 5583 NEWBURY RG14 5FF UNITED KINGDOM		6,351	2,931
Waste Connections (fka Progressive Waste)	Waste Collection	P.O. BOX 162479 FORT WORTH, TX 76161-2479 UNITED STATES	V190	5,074	2,342
Waste Management	Waste Collection	PO BOX 9001054 LOUISVILLE, KY 40290-1054 UNITED STATES		71	33
Waste Management of Arizona Phoenix Haul	Waste Collection	2425 S. 40TH STREET PHOENIX, AZ 85062-8251 UNITED STATES	13-28040-53005	732	338



Utility Provider Name	Types of Services Provided	Mailing Address	Account Numbers	Average Monthly Spend	Adequate Assurance Deposit
Waste Management of Atlanta Hauling	Waste Collection	375-0103633-1375-9 PO BOX 4648 CAROL STREAM, IL 60197-4648 UNITED STATES	25-57446-13007 375-0103633-1375-9	256	118
Waste Management of Londonderry	Waste Collection	PO BOX 13648 PHILADELPHIA, PA 19101-3648 UNITED STATES	277-0741791-2265-5	75	35
Waste Management of PA	Waste Collection	PO BOX 13648 PHILADELPHIA, PA 19101-3648 UNITED STATES	611-0152556-0061-9	936	432
Water Plus on behalf of SevernTrent	Water	GORSE HILL ANSTEY LEICESTER LE7 7GU UNITED KINGDOM	0804018304 0601088579	1,753	809
Waycom International	Telecommunications	1 QUAI MARCEL DASSAULT WHARF SURESNES, 92150 FRANCE	C-UEAWD	898	415
Windstream	Telecommunications	PO BOX 9001013LOUISVILLE, KY 40290-1013UNITED STATES	7110870	445	205
Winter Equipment Corporation	Waste Collection	614 FLORENCE STREET COLUMBIA, PA 17512 UNITED STATES		333	154

Utility Provider Name	Types of Services Provided	Mailing Address	Account Numbers	Average Monthly Spend	Adequate Assurance Deposit
Ziplay Fiber	Telecommunications	PO BOX 740416 CINCINNATI, OH 45274-0416 UNITED STATES	425-347-7251- 122220-5	154	71
<b>Total</b>				<b>530,886</b>	<b>245,024</b>