

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

In re:

STAGE STORES, INC., *et al.*,¹

Debtors.

)
) Chapter 11
)
) Case No. 20-32564 (DRJ)
)
) (Joint Administration Requested)
) (Emergency Hearing Requested)

**DEBTORS' EMERGENCY APPLICATION
FOR ENTRY OF AN ORDER APPOINTING KURTZMAN CARSON
CONSULTANTS LLC AS CLAIMS, NOTICING, AND SOLICITATION AGENT**

EMERGENCY RELIEF HAS BEEN REQUESTED. A HEARING WILL BE CONDUCTED ON THIS MATTER ON MAY 11, 2020, AT 3:00 P.M. (CENTRAL TIME) IN COURTROOM 404, 4TH FLOOR, 515 RUSK STREET, HOUSTON, TEXAS 77002. 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.

RELIEF IS REQUESTED NOT LATER THAN MAY 11, 2020.

PLEASE NOTE THAT ON MARCH 24, 2020, THROUGH THE ENTRY OF GENERAL ORDER 2020-10, THE COURT INVOKED THE PROTOCOL FOR EMERGENCY PUBLIC HEALTH OR SAFETY CONDITIONS.

IT IS ANTICIPATED THAT ALL PERSONS WILL APPEAR TELEPHONICALLY AND ALSO MAY APPEAR VIA VIDEO AT THIS HEARING.

AUDIO COMMUNICATION WILL BE BY USE OF THE COURT'S REGULAR DIAL-IN NUMBER. THE DIAL-IN NUMBER IS +1(832)-917-1510. YOU WILL BE RESPONSIBLE FOR YOUR OWN LONG-DISTANCE CHARGES. YOU WILL BE ASKED TO KEY IN THE CONFERENCE ROOM NUMBER. JUDGE JONES'S CONFERENCE ROOM NUMBER IS 205691.

PARTIES MAY PARTICIPATE IN ELECTRONIC HEARINGS BY USE OF AN INTERNET CONNECTION. THE INTERNET SITE IS WWW.JOIN.ME. PERSONS CONNECTING BY MOBILE DEVICE WILL NEED TO DOWNLOAD THE FREE JOIN.ME APPLICATION.

ONCE CONNECTED TO WWW.JOIN.ME, A PARTICIPANT MUST SELECT "JOIN A MEETING". THE CODE FOR JOINING THIS HEARING BEFORE JUDGE JONES IS "JUDGE JONES". THE NEXT SCREEN WILL HAVE A PLACE FOR THE PARTICIPANT'S NAME IN THE LOWER LEFT CORNER. PLEASE COMPLETE THE NAME AND CLICK "NOTIFY". HEARING APPEARANCES SHOULD BE MADE ELECTRONICALLY AND IN ADVANCE OF THE HEARING. YOU MAY MAKE YOUR ELECTRONIC APPEARANCE BY:

- 1) GOING TO THE SOUTHERN DISTRICT OF TEXAS WEBSITE;**
- 2) SELECTING "BANKRUPTCY COURT" FROM THE TOP MENU;**
- 3) SELECTING JUDGES' PROCEDURES AND SCHEDULES;**
- 4) SELECTING "VIEW HOME PAGE" FOR JUDGE DAVID R. JONES;**

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: Stage Stores, Inc. (6900) and Specialty Retailers, Inc. (1900). The Debtors' service address is: 2425 West Loop South, Houston, Texas 77027.



5) UNDER “ELECTRONIC APPEARANCE” SELECT “CLICK HERE TO SUBMIT ELECTRONIC APPEARANCE;”

6) SELECT IN RE STAGE STORES, INC., *ET AL.* FROM THE LIST OF ELECTRONIC APPEARANCE LINKS; AND

7) AFTER SELECTING IN RE STAGE STORES, INC., *ET AL.* FROM THE LIST, COMPLETE THE REQUIRED FIELDS AND HIT THE “SUBMIT” BUTTON AT THE BOTTOM OF THE PAGE.

SUBMITTING YOUR APPEARANCE ELECTRONICALLY IN ADVANCE OF THE HEARING WILL NEGATE THE NEED TO MAKE AN APPEARANCE ON THE RECORD AT THE HEARING.

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

Relief Requested

1. The Debtors seek entry of an order, substantially in the form attached hereto, authorizing the retention and appointment of Kurtzman Carson Consultants LLC (“KCC”) as claims, noticing, and solicitation agent (“Claims Agent”) in lieu of the Clerk (the “Clerk”) of the Court (as defined herein) in the Debtors’ chapter 11 cases with full responsibility for the distribution of notices and the maintenance, processing, and docketing of proofs of claim filed in the Debtors’ chapter 11 cases.

2. In support of this Application, the Debtors submit the *Declaration of Robert Jordan in Support of the Debtors’ Emergency Application for Entry of an Order Appointing Kurtzman Carson Consultants LLC as Claims, Noticing, and Solicitation Agent* (the “Jordan Declaration”), attached hereto as **Exhibit A** and incorporated by reference herein. The terms of KCC’s retention are set forth in KCC Agreement for Services, dated February 24, 2020 (the “Retention Agreement”), attached hereto as **Exhibit B**.

² The facts and circumstances supporting this Application are set forth in the *Declaration of Elaine D. Crowley, Chief Restructuring Officer of Stage Stores Inc., in Support of Debtors’ Chapter 11 Petitions and First Day Motions* (the “First Day Declaration”), filed contemporaneously with this Application and incorporated by reference herein.

Jurisdiction and Venue

3. The United States Bankruptcy Court for the Southern District of Texas (the “Court”) has jurisdiction over this matter pursuant to 28 U.S.C. § 1334. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b). The Debtors confirm their consent, pursuant to rule 7008 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), to the entry of a final order.

4. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

5. The bases for the relief requested herein are 28 U.S.C. § 156(c), sections 105(a), 327, and 503(b) of title 11 of the United States Code (the “Bankruptcy Code”), Bankruptcy Rules 2002(f), 2014(a), and 2016, and rules 1075-1, 2014-1(b), and 9013-1 of the Local Bankruptcy Rules for the Southern District of Texas (the “Local Rules”).

Background

6. The Debtors are apparel, accessories, cosmetics, footwear, and home goods retailers that operate department stores under the Bealls, Goody’s, Palais Royal, Peebles, and Stage brands and off-price stores under the Gordmans brand. The Debtors employ approximately 14,694 employees, who operate approximately 700 stores across forty-two states. The Debtors’ department stores predominately serve small towns and rural communities, and the Debtors’ off-price stores are mostly located in mid-sized Midwest markets. The Debtors’ 2019 revenue was approximately \$1.6 billion.

7. On May 10, 2020, (the “Petition Date”), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtors are operating their businesses and managing their property as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. The Debtors have concurrently 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 committees have been appointed or designated.

I. KCC's Qualifications.

8. KCC is a bankruptcy administrator that specializes in providing comprehensive chapter 11 administrative services including noticing, claims processing, solicitation, balloting, and other related services critical to the effective administration of chapter 11 cases. KCC has developed efficient and cost-effective methods to properly handle the voluminous mailings associated with the noticing, claims processing, solicitation, and balloting portions of chapter 11 cases to ensure the orderly and fair treatment of creditors, equity security holders, and all other parties in interest. KCC will work with the Clerk's office to ensure that such methodology conforms to all of the Court's procedures, the Local Rules, and the requirements of any Court orders.

9. As a specialist in claims management and legal administration services, KCC provides comprehensive services in chapter 11 cases. KCC has substantial experience in matters of all sizes and levels of complexity, including many bankruptcy cases filed in this District.³

10. If KCC is retained as the Claims Agent in the Debtors' chapter 11 cases, the distribution of notices and the processing of claims will be streamlined and expedited, and the Clerk will be relieved of the administrative burden of processing what may be an overwhelming number of claims.

³ See, e.g., *In re Legacy Reserves Inc.*, No. 19-33395 (MI) (Bankr. S.D. Tex. June 18, 2019); *In re Neighbors Legacy Holdings, Inc.*, No. 18-33836 (MI) (Bankr. S.D. Tex. July 12, 2018); *In re Cobalt International Energy, Inc.*, No. 17-36709 (MI) (Bankr. S.D. Tex. Dec. 14, 2017); *In re Linc USA GP*, No. 16-32689 (DRJ) (Bankr. S.D. Tex. May 29, 2016).

II. Scope of Services.

11. This Application relates to the work to be performed by KCC under section 327(a) of the Bankruptcy Code and under the Clerk's delegation of duties permitted by 28 U.S.C. § 156(c) and Local Rule 2002-1(f). KCC will follow the notice and claims procedures that conform to the guidelines promulgated by the Clerk's office and the Judicial Conference of the United States, and as may be ordered by the Court. KCC will perform the following tasks in its role as Claims Agent, as well as all quality control relating thereto (collectively, the "Claims Services"):

- a. assist the Debtors with the preparation and distribution of all required notices in these chapter 11 cases including: (i) notice of the commencement of the case, (ii) notice of any claims bar dates, (iii) notices of transfers of claims, (iv) notice of any hearings or combined hearing on chapter 11 plan(s) and disclosure statement(s) filed in these chapter 11 cases, including under Bankruptcy Rule 3017(d), (v) notice of the effective date of the chapter 11 plan, and (vi) all other notices, orders, pleadings, publications, and other documents as the Debtors may deem necessary or appropriate for an orderly administration of these cases;
- b. assist the Debtors with the preparation of the Debtors' Schedules of Assets and Liabilities ("Schedules") and Statements of Financial Affairs (as needed);
- c. assist the Debtors with plan solicitation services including (i) balloting and solicitation materials, (ii) tabulation and calculation of votes, (iii) determining with respect to each ballot cast, its timeliness and its compliance with the Bankruptcy Code, (iv) preparing an official ballot certification and testifying, if necessary, in support of the ballot tabulation results, and (v) in connection with the foregoing services, processing requests for documents from parties in interest, including, if applicable, brokerage firms, bank back-offices, and institutional holders;
- d. maintain (i) a list of all potential creditors, equity holders, and other parties in interest, and (ii) a "core" mailing list consisting of all parties described in Bankruptcy Rule 2002 and those parties that have filed a notice of appearance pursuant to Bankruptcy Rule 9010;
- e. maintain a post office box or address for the purpose of receiving correspondence, proofs of claim, ballots, and returned mail, and process all mail received;

- f. for all notices, motions, orders or other pleadings or documents served, prepare and file or cause to be filed with the Clerk an affidavit or certificate of service no more frequently than every seven days that includes (i) either a copy of each notice served for the proceeding seven days or the docket number(s) and title(s) of the pleading(s) served during such period, (ii) a list of persons to whom such notice was mailed (in alphabetical order), with their addresses, (iii) the manner of service, and (iv) the date served;
- g. receive and process all proofs of claim received, including those received by the Clerk, check said processing for accuracy, and maintain any original proofs of claim received in a secure area; if a proof of claim is filed with the Clerk, KCC will cause any such proof of claim to be copied into the Claims Register (as defined below);
- h. provide an electronic interface for filing proofs of claim;
- i. if a claims bar date is established, maintain an official claims register (the “Claims Register”) fully accessible via KCC’s website, which register shall include all claims filed either with the Clerk or otherwise with KCC, and specify therein the following information for each claim docketed: (i) any claim number assigned, (ii) the date received, (iii) the name and address of the claimant and agent, if applicable, who filed the claim, (iv) the address for payment, if different from the notice address; (v) the amount asserted, (vi) the asserted classification(s) of the claim (*e.g.*, secured, unsecured, priority, etc.), and (vii) any disposition of the claim;
- j. implement necessary security measures to ensure the completeness and integrity of the Claims Register and the safekeeping of any original claims;
- k. record all transfers of claims and provide any notices of such transfers as required by Bankruptcy Rule 3001(e);
- l. upon completion of the docketing process for all claims received to date for each case, turn over to the Clerk copies of the Claims Registers for the Clerk’s review (upon the Clerk’s request);
- m. monitor the Court’s docket for all notices of appearance, address changes, and claims-related pleadings and orders filed and make necessary notations on and/or changes to the Claims Register and any service or mailing lists, including to identify and eliminate duplicative names and addresses from such lists;
- n. assist in the dissemination of information to the public and respond to requests for administrative information regarding these chapter 11 cases, as directed by the Debtors and/or the Court, including through the use of a case website and/or call center;

- o. comply with all applicable federal, state, municipal, and local statutes, ordinances, rules, regulations, orders, and other requirements;
- p. if these chapter 11 cases are converted to cases under chapter 7 of the Bankruptcy Code, contact the Clerk's office within three days of notice to KCC of entry of the order converting the cases;
- q. thirty days before the close of these chapter 11 cases, to the extent practicable, request that the Debtors submit to the Court a proposed order dismissing KCC as Claims and Noticing Agent and terminating its services in such capacity upon completion of its duties and responsibilities and upon the closing of these chapter 11 cases;
- r. within seven days of notice to KCC of entry of an order closing these chapter 11 cases, provide to the Court the final version of the Claims Register as of the date immediately before the close of these chapter 11 cases;
- s. at the close of these chapter 11 cases, (i) box and transport all original documents, in proper format, as provided by the Clerk's office, to (A) the Philadelphia Federal Records Center, 14700 Townsend Road, Philadelphia, PA 19154 or (B) any other location requested by the Clerk's office, and (ii) docket a completed SF-135 Form indicating the accession and location numbers of the archived claims;
- t. provide a confidential data room if requested; and
- u. provide such other processing, solicitation, balloting, and other administrative services described in the Retention Agreement that may be requested from time to time by the Debtors, the Court, or the Clerk's office.

III. Compensation.

12. The Debtors will compensate KCC for the Claims Services described above in accordance with the Retention Agreement. The Debtors request that the undisputed fees and expenses incurred by KCC in the performance of the above Claims Services be treated as administrative expenses of the Debtors' chapter 11 estates pursuant to 28 U.S.C. § 156(c) and section 503(b)(1)(A) of the Bankruptcy Code and be paid in the ordinary course of business without further application to or order of the Court.

13. KCC agrees to maintain records of all Claims Services, including showing dates, categories of Claims Services, fees charged, and expenses incurred, and to serve monthly invoices

on the Debtors, the United States Trustee, counsel for the Debtors, counsel for the official committee of unsecured creditors appointed in these chapter 11 cases, if any, monitoring the expenses of the Debtors, and any party in interest that specifically requests service of the monthly invoices. If any dispute arises relating to the Retention Agreement or monthly invoices, the parties shall meet and confer in an attempt to resolve the dispute. If resolution is not achieved, the parties will seek resolution of the matter from the Court.

14. Before the Petition Date, the Debtors provided KCC a retainer in the amount of \$55,000. KCC seeks to first apply the retainer to all prepetition invoices, and thereafter, to have the retainer replenished to the original retainer amount to the extent necessary so that it may hold the retainer as security of payment of KCC's final invoice for services rendered and expenses incurred in performing the Claims Services.

IV. Disinterestedness.

15. KCC reviewed its conflicts system to determine whether it has any relationships with the creditors and parties in interest whose names the Debtors provided to KCC. KCC has represented to the Debtors that, to the best of its knowledge, and except as set forth in the Jordan Declaration, neither KCC nor any of its professional personnel have any relationship with the Debtors that would impair KCC's ability to serve as Claims Agent or otherwise pose any conflict. To the extent that KCC or its personnel have, or may have had, relationships with certain of the Debtors' creditors, as described in the Jordan Declaration, KCC has represented to the Debtors that those matters are completely unrelated to the Debtors' bankruptcy cases.

16. KCC represents in the Jordan Declaration, among other things, that KCC is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code, in that KCC and its professional personnel:

- a. are not creditors, equity security holders, or insiders of the Debtors;

- b. are not, and were not, within two years before the date of the filing of the Debtors' bankruptcy cases, directors, officers, or employees of the Debtors; and
 - c. do not have an interest materially adverse to the interests of the Debtors' estates or any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the Debtors.
17. KCC further represents, among other things, that:
- a. KCC will not consider itself employed by the United States government and shall not seek any compensation from the United States government in its capacity as Claims Agent;
 - b. by accepting employment in the Debtors' bankruptcy cases, KCC waives any right to receive compensation from the United States government;
 - c. in its capacity as Claims Agent, KCC will not be an agent of the United States and will not act on behalf of the United States;
 - d. KCC will not employ any past or present employees of the Debtors in connection with its work as Claims Agent;
 - e. KCC will comply with all requests of the Clerk's office and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c); and
 - f. none of the services provided by KCC as Claims Agent in these chapter 11 cases shall be at the expense of the Clerk's office.
18. KCC will supplement its disclosure to the Court if any facts or circumstances are discovered that would require such additional disclosure.

V. Indemnification Provisions.

19. As part of the overall compensation payable to KCC under the terms of the Retention Agreement, the Debtors have agreed to certain indemnification and contribution obligations as specifically enumerated in the Retention Agreement, to the extent permitted by applicable law and as modified in the Order attached hereto.

20. The terms of the Retention Agreement and indemnification provisions included therein were negotiated at arm's-length between the Debtors and KCC, and the Debtors submit

that these provisions of the Retention Agreement are reasonable and in the best interests of the Debtors and their estates and creditors.

21. The Debtors request entry of the Order authorizing the Debtors to retain and employ KCC as Claims Agent.

Basis for Relief

22. Section 156(c) of title 28 of the United States Code authorizes the Court to use facilities other than those of the Clerk's office for the administration of chapter 11 cases, and provides as follows:

Any court may utilize facilities or services, either on or off the court's premises, which pertain to the provision of notices, dockets, calendars, and other administrative information to parties in cases filed under the provisions of title 11, United States Code, where the costs of such facilities or services are paid for out of the assets of the estate and are not charged to the United States.⁴

23. The Debtors' selection of KCC to act as the Claims Agent is appropriate under the circumstances and in the best interests of the estates. KCC's rates are competitive and reasonable given KCC's quality of services and expertise.

24. Although the Debtors have not yet filed their Schedules, they anticipate that there will be tens of thousands of persons and entities to be noticed and that many of these parties will file claims. In view of the number of anticipated claimants and the complexity of the Debtors' business, the appointment of a claims and noticing agent will provide the most effective and efficient means of, and relieve the Debtors and/or the Clerk of the administrative burden of, noticing and soliciting and tabulating votes, and is in the best interests of both the Debtors' estates and creditors.

⁴ 28 U.S.C. § 156(c).

25. The fees and expenses that would be incurred by KCC under the proposed engagement would be administrative in nature and, therefore, should not be subject to the standard fee application procedures of professionals.

Emergency Consideration

26. Pursuant to Bankruptcy Rule 6003, which empowers a court to grant relief within the first twenty-one days after the commencement of a chapter 11 case “to the extent that relief is necessary to avoid immediate and irreparable harm,” and Local Rule 9013-1(i), the Debtors respectfully request emergency consideration of this Application. The Application requests relief from procedural rules and requirements that pertain to matters of immediate significance or which involve deadlines sooner than twenty-one days after the Petition Date. The relief will save costs and avoid undue administrative burdens and confusion only if granted before the applicable deadlines. Accordingly, the Debtors submit that they have satisfied the “immediate and irreparable harm” standard of Bankruptcy Rule 6003 and, therefore, respectfully request that the Court approve the relief requested in this Application on an emergency basis.

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

27. To implement the foregoing successfully, the Debtors request that the Court enter an order providing that notice of the relief requested herein satisfies Bankruptcy Rule 6004(a) and that the Debtors have established cause to exclude such relief from the fourteen-day stay period under Bankruptcy Rule 6004(h).

Notice

28. The Debtors will provide notice of this Application to: (a) the U.S. Trustee for the Southern District of Texas; (b) the holders of the fifty largest unsecured claims against the Debtors (on a consolidated basis); (c) counsel to Wells Fargo Bank, National Association, as Agent under the Debtors’ prepetition credit agreement; (d) the United States Attorney’s Office for the Southern

District of Texas; (e) the Internal Revenue Service; (f) the United States Securities and Exchange Commission; (g) the state attorneys general for states in which the Debtors conduct business; and (h) any party that has requested notice pursuant to Bankruptcy Rule 2002. The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

[Remainder of page intentionally left blank.]

WHEREFORE, the Debtors request that the Court enter an order, granting the relief requested in this Application and granting such other and further relief as is appropriate under the circumstances.

Houston, Texas
May 10, 2020

/s/ Matthew D. Cavanaugh

JACKSON WALKER L.L.P.

Matthew D. Cavanaugh (TX Bar No. 24062656)
Jennifer F. Wertz (TX Bar No. 24072822)
Kristhy M. Peguero (TX Bar No. 24102776)
Veronica A. Polnick (TX Bar No. 24079148)
1401 McKinney Street, Suite 1900
Houston, Texas 77010
Telephone: (713) 752-4200
Facsimile: (713) 752-4221
Email: mcavanaugh@jw.com
jwertz@jw.com
kpeguero@jw.com
vpolnick@jw.com

*Proposed Co-Counsel to the Debtors
and Debtors in Possession*

KIRKLAND & ELLIS LLP

KIRKLAND & ELLIS INTERNATIONAL LLP

Joshua A. Sussberg, P.C. (*pro hac vice* pending)
Neil E. Herman (*pro hac vice* pending)
601 Lexington Avenue
New York, New York 10022
Telephone: (212) 446-4800
Facsimile: (212) 446-4900
Email: joshua.sussberg@kirkland.com
neil.herman@kirkland.com

-and-

Joshua M. Altman (*pro hac vice* pending)
300 North LaSalle Street
Chicago, Illinois 60654
Telephone: (312) 862-2000
Facsimile: (312) 862-2200
Email: josh.altman@kirkland.com

*Proposed Co-Counsel to the Debtors
and Debtors in Possession*

Certificate of Service

I certify that on May 10, 2020, I caused a copy of the foregoing document to be served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas.

/s/ Matthew D. Cavanaugh

Matthew D. Cavanaugh

EXHIBIT A

Jordan Declaration

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

In re:

STAGE STORES, INC., *et al.*,¹

Debtors.

)
) Chapter 11
)
) Case No. 20-32564 (DRJ)
)
) (Joint Administration Requested)
)
) **Re: Docket No. ____**

**DECLARATION OF ROBERT JORDAN
IN SUPPORT OF DEBTORS' EMERGENCY APPLICATION
FOR ENTRY OF AN ORDER APPOINTING KURTZMAN CARSON
CONSULTANTS LLC AS CLAIMS, NOTICING, AND SOLICITATION AGENT**

Robert Jordan, being duly sworn, states the following under penalty of perjury:

1. I am a Managing Director of Corporate Restructuring of Kurtzman Carson Consultants LLC ("KCC"), which maintains an office at 222 N. Pacific Coast Hwy, 3rd Floor, El Segundo, California, 90245. I submit this declaration in support of the *Debtors' Emergency Application for Entry of an Order Appointing Kurtzman Carson Consultants LLC as Claims, Noticing, and Solicitation Agent* (the "Application")² pursuant to the terms of the Retention Agreement. The facts set forth herein are personally known to me and, if called as a witness, I could and would testify thereto.

2. As the Claims Agent, KCC will perform, at the request of the Debtors and the Clerk, the services specified in the Application and the Retention Agreement.

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: Stage Stores, Inc. (6900) and Specialty Retailers, Inc. (1900). The Debtors' service address is: 2425 West Loop South, Houston, Texas 77027.

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

3. KCC represents that it and its professional personnel:
 - a. are not creditors, equity security holders, or insiders of the Debtors;
 - b. are not, and were not, within two years before the date of the filing of the Debtors' bankruptcy cases, directors, officers, or employees of the Debtors; and
 - c. do not have an interest materially adverse to the interests of the Debtors' estates or any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the Debtors.

4. KCC further represents that:

- a. it is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code with respect to the matters upon which it is to be engaged;
- b. it will not consider itself employed by the United States government and shall not seek any compensation from the United States government in its capacity as Claims Agent;
- c. by accepting employment in the Debtors' bankruptcy cases, KCC waives any right to receive compensation from the United States government;
- d. in its capacity as Claims Agent, KCC will not be an agent of the United States and will not act on behalf of the United States;
- e. it will not employ any past or present employees of the Debtors in connection with its work as Claims Agent;
- f. it will comply with all requests of the Clerk's office and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c);
- g. none of the services provided by KCC as Claims Agent in the Debtors' chapter 11 cases shall be at the expense of the Clerk's office;
- h. in its capacity as Claims Agent in the Debtors' chapter 11 cases, KCC will not intentionally misrepresent any fact to any person; and
- i. it will supplement its disclosure to the Court if any facts or circumstances are discovered that would require such additional disclosure.

5. KCC is a bankruptcy administrator that specializes in providing comprehensive chapter 11 administrative services including noticing, claims processing, solicitation, balloting, and other related services critical to the effective administration of chapter 11 cases. KCC has

developed efficient and cost-effective methods to properly handle the voluminous mailings associated with the noticing, claims processing, solicitation, and balloting portions of chapter 11 cases to ensure the orderly and fair treatment of creditors, equity security holders, and all other parties in interest. KCC has provided identical or substantially similar services in other chapter 11 cases nationwide, including before this Court.

6. In connection with the preparation of this declaration, I caused to be submitted for review by our conflicts system the names of interested parties and significant creditors (the “Potential Parties in Interest”) in the Debtors’ chapter 11 cases, attached hereto as **Schedule 1**. The list of Potential Parties in Interest was provided by the Debtors and included the Debtors, the Debtors’ current and former directors and officers, significant stockholders, secured creditors, top fifty unsecured creditors, and other parties. The results of the conflicts check were compiled and reviewed by employees of KCC, under my supervision. At this time, KCC is not aware of any relationship that would present a disqualifying conflict of interest. KCC may have relationships with certain Potential Parties in Interest as vendors or in connection with cases in which KCC serves or has served in a neutral capacity as noticing, claims, balloting, or administrative advisor for another chapter 11 debtor. Given KCC’s neutral position as Claims Agent or administrative advisor in any other cases, KCC does not believe such relationships are actual or potential conflicts. To the best of my knowledge, any such relationship is completely unrelated to these Debtors’ chapter 11 cases. To the best of my knowledge, KCC and each of its employees are “disinterested persons,” as that term is defined in section 101(14) of the Bankruptcy Code, and neither KCC nor any of its employees hold or represent an interest adverse to the Debtors’ estates related to any matter for which KCC will be employed.

7. KCC has and will continue to represent clients in matters unrelated to the Debtors' chapter 11 cases. KCC has had and will continue to have relationships in the ordinary course of its business with certain vendors, professionals, and other parties in interest that may be involved in the Debtors' chapter 11 cases in matters unrelated to the Debtors' chapter 11 cases. KCC may also provide professional services to entities or persons that may be creditors or parties in interest in the Debtors' chapter 11 cases, which services do not directly relate to, or have any direct connection with, the Debtors' chapter 11 cases or the Debtors.

8. KCC may have relationships with other professionals to be retained by the Debtors. Certain former partners and associates of Kirkland & Ellis LLP ("K&E"), proposed counsel to the Debtors, currently are employed by KCC. Albert Kass, KCC's Senior Executive Vice President of Corporate Restructuring Services, is a former K&E associate. Adam Gorman, a Senior Managing Consultant with KCC's Corporate Restructuring Services, is a former K&E project assistant. Beth Friedman, a Senior Director of Corporate Restructuring, was formerly the Restructuring Department Coordinator at K&E. None of these employees' work at K&E was related to the Debtors or these chapter 11 cases.

9. KCC is an indirect subsidiary of Computershare Limited. Computershare Limited is a financial services and technologies provider for the global securities industry, including providing administrative transfer agent services such as maintaining records of shareholdings and share transfers. Within the Computershare corporate structure, KCC operates as a separate, segregated business unit. As such, any relationships that Computershare Limited and its affiliates maintain do not create an interest of KCC that would be materially adverse to the Debtors' estates or any class of creditors or equity security holders. Computershare is the transfer agent for Stage

Stores, Inc. In addition, Computershare provides administrative services to The Vanguard Group, Inc., who is listed as an equity holder of the Debtors.

10. In performing the Claims Services as described in the Application, KCC will charge the rates in accordance with their Retention Agreement. These rates are at least as favorable as the prices KCC charges in other cases in which the firm has been retained to perform similar services.

11. The indemnification provisions set forth in the Retention Agreement reflect standard and customary terms of engagement contained in KCC's engagement letters both in and outside of bankruptcy. Based on my experience, these indemnification provisions are similar to provisions in the engagement letters of other similarly situated companies in engagements both in and outside of bankruptcy.

12. Prior to the Petition Date, the Debtors paid KCC a retainer in the amount of \$55,000 (the "Retainer"). Through the Application, KCC seeks to first apply the Retainer to all prepetition invoices, which Retainer shall be replenished to the original Retainer amount to the extent necessary, and thereafter, to hold such Retainer under the Retention Agreement during the Debtors' chapter 11 cases as security for the payment of fees and expenses incurred under the Retention Agreement.

13. If appointed as Claims Agent, KCC will not, without prior order from the Court authorizing KCC to do so, (a) cease providing Claims Services during the Debtors' chapter 11 cases for any reason, including nonpayment, without an order of the Court or (b) undertake any legal representation of the Debtors, nor provide any advices of a legal nature, outside the scope of the duties outlined in the Application.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that, after reasonable inquiry, the foregoing is true and correct to the best of my knowledge, information, and belief.

Dated: May 10, 2020

/s/ Robert Jordan

Robert Jordan
Managing Director, Corporate Restructuring
Kurtzman Carson Consultants LLC

*Proposed Claims Agent of the Debtors and
Debtors in Possession*

SCHEDULE 1

Potential Parties in Interest List

Stage

Conflicts Check

Debtors and non - debtor affiliates

Stage Stores, Inc.

Specialty Retailers Inc.

Stage
Conflicts Check

Contract Counterparties

360i	Leidos Engineering
7Miles	Lennox
9th Wonder	LIFT361
A+ Conferencing	Lightspar
Aaron's	LinkedIn
Abacus	LiveRamp
AbsenceSoft	Loftware
Accertify	Loftware renewal
Access Development	Logistyx fka Agile of PA
Access POS	Logix fka Evolve Data Center
Accruent fka Lucernex	LP Media 2020 Proposal
ACI Worldwide	LP Software
Ad Art	LPM Media
Ad Art Signs	LSC Communications
adidas	LSI Services
Adobe AEM	Lucas Group
Adobe Analytics	Lukas
Adobe Media Optimizer	Lukas SOW #19
Adobe Sign	MA Folkes
Adobe Target	Macerich
Adopt-A-Classroom	Macy's
ADP - tax svcs/pay statements	Magellan
ADP Amendment	Mainetti
Advance Services	Mainstreet Integration
Agilence	Malin Rental
AIA	Manhattan Associates
Akamai	Manpower
Akismet	Manutek
Allen Signs	Marc-Allen
Alliant Insurance	Mark Andy
Altus Group	Marketing Influencers
Amazon	MarketPay
American Express (corp cards/travel)	MarketSphere Consulting
American Express (store credit cards)	Marsh
American Registry for Internet Numbers	MC Group Signs
Antuit	McAfee Security
Aon Consulting	McMinnville Electric System
Aon Hewit CG Pro	MD Anderson
Aon Property Risk Consulting	MedAllocators
Apex Signs	Mediation Pros (SET)
Arandell	Megaport
Arch Insurance	Mérieux

Stage

Conflicts Check

Contract Counterparties

Armstrong	MessageOne
Associate Benefit Plan	Methodist
Associated Footwear	Meyer Corporation
AT&S American Trailer	Microsoft (Office 365)
AT&T Corp.	MicroStrategy
AT&T Global (Jeffersonville, OH)	Midnite Express
Avatier Corporation	MidSouth
Avery Dennison	Mike Treadway Architects
B3 Logistics	MMC Contractors
Bank of America ATM	Mobile Mini
Bank of the West	Mobility Services International
BCBS 2018	Modis
BCRF Breast Cancer Research	Money Network
Beecher Carlson	Monotype
Bell Consulting	Moovweb
Benefitfocus.com	Moran Munchies
Best Vendors	Morgan Stanley
Beth Barton	MotivAction
BHDP Architecture	Movable
Blackhawk (advertising)	Movable Renewal
Blackhawk Engagement (Parago)	Muzak dba Mood Media
Blackhawk Network (Alliance)	N&W Transfer
Bloomberg BNA	Naini
BlueCross BlueShield of Texas	Nationwide Pet Insurance
Bonfire	NCR Corporation
Boss Group	NCYCLES
Bottomline fka Optio	NDA
Braiform	Nebraska DHHS
Bridgeline fka Stantive	NEJ
Broadleaf	NEJ WO#2020-004 EXECUTED
Burnett	Neopost
Cadient LLC fka Kronos Talent Mgmt	NetJets
Capco Wai Shing	Netsync
Cardinal	Newport Utilities
Career Search	NICE inContact
CareerBuilder	NJ Malin
CareWorks OH WC	NMR IT
CareWorks WY WC	Novar
Careworks/Frank Gates ON HOLD	NPD Group
Carlton Staffing	NPI
CashStar	Oasis Staffing
Catapult Health	Observepoint

Stage

Conflicts Check

Contract Counterparties

Celadon	Office Depot
CES Limited	Ohio Bureau of WC
Channeladvisor	Omaha Fixture
Cintas	OPNET Technologies
Cision	Oracle
Clorox	ORCL Toolbox
Coast Signs	PacifiCorp dba Pacific Power
Coca-Cola	Palmer Recovery
Cogency Global	Pandora
Comcast	Parker Lynch
Comenity Bank fka World Financial Network Bank	Paymentech (JPMorgan Chase Bank)
Comenity Test Environment	PayScale EXECUTED
CommerceHub (Commerce Technologies)	Pension Benefit Information
Computer Associates	Penske
Computershare	Penske Rental
Computershare Renewal	Performance Team
Connection	Phonoscope Global
Connection SOW	PowerReviews
Connective Talent	PowerReviews Renewal Order
Connexions	Primary
Constellation Gas	ProDrivers
Cornerstone OnDemand	Proofpoint
Cornerstone Staffing	Protiviti
Corporate Travel Management	QuoteMedia
Coty	QVS Communications - Jacksonville, TX
Covington Electric	QVS Communications - Jeffersonville, OH
Cox Communications	R3 Continuum
Creditintell	Rackspace
Crimson Progress Group	Rakuten
CrowdStrike	Randall James
Crown Services	Ranorex
CT Consulting	Rapid7
CyberArk	RCI renewal
Daniel J. Edelman	RDG
Data Shredding Services	Reaction Retail
Data Stride	Record Space/Security Shredding
Datamax	Recycling Consultants
Deloitte & Touche	Reflexis
Deloitte engagement ltr	Regions Bank
Delta Dental	Reliant Energy
Denovo	Remedy Staffing
Design Transportation	Renfrow & Company

Stage

Conflicts Check

Contract Counterparties

Destiny (IBM)	Reny Company
DF King	Republic Services
DFS Services (Discover)	Retail Funding
Dick Lavy	Retek Information Systems nka Oracle America
Diligent	Retransform
DSI fire protection	RGIS
Duo Security	Rimini
Dynamic Delivery	Riskconnect
Echo Global	Robert Half
ECTaxSolutions	Royal Imaging (Docuware)
Ed Mehlman & Associates	Salary.com
EiS Technologies MSA	Salesforce.com
EiS Technologies SLA	SAS Institute
Elaine's Florist	Savage & Browning
eMaint	SCC Security
eMarketer	Scotlynn Trucking
eMedia Networks	Scout Moderation
Employers Edge	SDI
Empyrean	SDI (Maintenance)
ENGIE Resources	Search Discovery
Enterprise	Sedgwick
Enterprise Amendment	Sellers Publishing
Enterprise Holdings (corporate car rental)	Sendero Business Services
ERI Economic Research	Sequachee Valley Electric
ESET	ServiceChannel
ESIS	ServiceNow
ESIS Renewal	Share Our Strength
Estée Lauder	Shreveport, LA
Ethix360	Shutterstock
Exchange Bank	Sidley Austin
Experis Finance	Sigma Technology
Experis US	SMG
Express Staffing	Snowflake
FedEx	Softvision Master SaaS
FIA Card Services/Bank of America	Softvision MSA
Fidelity (401k/profit sharing)	Solium Transcitive
Fidelity (nonqualified deferred comp plan)	Sophelle
Fidelity Consulting EXECUTED	SOTI
Filemaker	Southwest
First Advantage Amendment	Special Counsel
First Advantage Tax Consulting Services	Specialty Retailers, Inc.
Firststar Fiber	Speech Interface Design

Stage

Conflicts Check

Contract Counterparties

Five9	Spin Master
Five9 LOA	Spot Trender
Five9 Service Order	Spredfast
Flux Consulting (K4)	SPS Commerce
FMLASource	St. Jude
ForeSee Results	St. Regis
Fort Dearborn Life Insurance	Staffmark Staffing
Forward Air	Standard & Poor
Frank N. Magid Associates	Stanley Convergent Security
FRS	Stoner Bunting
Function4	Store Planning Inc.
Gallagher Bassett Services	Stored Value Solutions (SVS)
Galleria 2425	Summit Financial Group fka PremierSource
Garda	Sungard
Gartner	SunTrust
Gartner renewal EXECUTED	Superior Signs
GIX Logistics	SweetIQ
Glasgow Electric Plant Board	Swift
Glassdoor	Sword Construction
Globoforce Limited	Synapse Retail
GOH International	Systems Application Engineering SAE
Google	TALX (Equifax)
Gordon Bros.	Tax Compliance
Granite Telecommunications	Taylor County Rural Electric Coop
Grant Thornton	Technocycle
Grant Thornton Omaha Incentives	Telecheck
Grant Thornton SOW Enterprise Zone	Terpac Plastics
Grant Thornton SOW Tax Refund	The Body Shop
Grant Thornton SOW UNICAP EXECUTED	The Partners Group
Greater Houston Community Foundation (GHCF)	The Retail Equation
Green View Lawn Care	Thomson Reuters
Greenback Cost Recovery	Thread Collective
GS1	ThredUp
GTT fka MegaPath	ThyssenKrupp
Guardian Life Insurance	ThyssenKrupp (Muhlhauser)
Guardian RPM	Time2Market
GXS fka Inovis	Trans-Motion
H&M Trucking	Transport Solutions
Harland Clarke	Transportation Mgmt Solutions (Ultraship)
HeadCount Corporation	Transportation Solutions (Redwood)
Henry Doneger	Trillium
Hertz Corporation	Truck Svcs

Stage

Conflicts Check

Contract Counterparties

Hilco	TrueBlue Enterprises
Holston Electric Cooperative	TrueBridge Resources
Hotel Derek	TTR
Houston Astros	TydenBrooks
Houston Dynamo	U.S. Verify
Houston NFL Holdings	UHY
HOV Services	Ultra Logistics
Hub Group	UniFirst
Hudson River	Uniplast
ICM Internet Content Management	Unwired Revolution (RemoteLink)
ICR LLC	Vanguard Advisers
Identiti Signs	Vending Group
iHostPoker	Vendor Contracts
ImageSet	Verifone
InComm MSA	VeriTrust
Infor	Verizon Rapid Response Retainer
Ingenico	Verizon Wireless (corporate/EE discount)
Inovis/MCI dba Verizon	Vertex
Interactive Communications	Vertiv Corporation
InterCall	VF Outdoor
Int'l Paper Recycling	Vibes Media
Iron Mountain	Visconti
ISS Corporate Solutions	Vitals (MDX/Health Care)
ITS Partners	Vocollect
Jacksonville Development Corporation	Volunteer Energy Cooperative
Jay-Aimee Designs	Vormetric
JB Hunt	VOYA
JB Hunt Interchange Agreement	WageWorks, Inc.
JB Hunt Rate Proposal	Waste Management
JDM Sorting	Weather Trends
JGA	Welliver & Associates
Jim's Formal Wear	Wells Fargo (Revolving Credit)
John Maxwell	Werner
Kelly Svcs	West Publishing dba Serengeti
Kingdom Trucking	WGSN
Konica Minolta Premier Finance	Willis Towers Watson
Korn Ferry	Wolters Kluwer
Kronos (timekeeper)	Workiva Inc.
Kuecker	Wpromote
Lala Trailer Agreement	Xcelerate Media
Landstar	XPO
Laser Imaging	Yelp

Stage
Conflicts Check

Contract Counterparties

Ledgent Finance & Accounting	Yesmail
LegalShield	

Stage

Conflicts Check

Current Officers, Directors and Senior Management of the Debtor

Barocas, Alan

Ellis, Diane

Crowley, Elaine D

Hesterberg, Earl

Kranc, Lisa R

Montgoris, William

Glazer, Michael

Curtis, Jason T

Gray, Amy B

Williams, Steven R (Steve)

Weber, Thorsten I

Lundy, Russell A II (Russ)

Watters, Allan D

Anthony, Robert J (ROBERT)

Costa, Jennifer E

Fluke, Joan M

Matzer, John N III (Jack)

McNaught, Donald C (Clark)

Beasley, Tassy Lee B (Tassy)

Williams, Archie K (Kent)

Dalrymple, Amy

Balasubramanian, Subha

Chang, Esin M (Michael)

Kleiber, Wilfred C (Bill)

Polidori, Robert Wayne (Rob)

Grav, Elyndabeth

Dorgan, James Q

Harmon, Mary

Buggs, Keiffer C

Baker, George

Grundy, James P

Franks, Julie A

Netzel, Jeanice G

Gill, Paige P

Conner, Kelly

Holtz, Bryan

Jacobs, Consuela K

Hubert, Jacquelyn E (Jackie)

Perry, Ollie T

Brown, Kristen E

Latta, Michael L (Mike)

Anderson, Cory R

Venkateswaran, Ravishankar (Ravi)
Jones, Michael (Mike)
Lanier, Chris
Kaliyaperumal, Sakthi (Sakthi)
Carpenter, # of employees with BoA cards
Alford, Robert W (Bob)
Lampman, Gina
Rael, Louis C
Willingham, Sabrina L
Wright, Howard C
Titcombe, Justin A
Davis, Brian C
McGuire, Todd M
Weidemeyer, Deborah L
Hybiak, Brian G
Mathew, Annie
Lettre, Kenneth J

Stage

Conflicts Check

Banking Institutions

Verabank	Old National Bank
Bancorp South	NBT Bank
First National Bank of Gilmer	First National Bank
Prosperity Bank	SNA Bank
First Federal Community Bank	First Volunteer Bank
Citizens Bank	People's United Bank
Regions Bank	First Choice Bank
Chase	Wilson & Muir Bank
BBVA Compass	First Citizens Community Bank
First State Bank & Trust Co	Bank ESB
First Financial Bank	Lafayette State Bank
Extraco Bank	FNCB Bank
IBC Bank	Kentucky Bank
Bancfirst	Northway Bank
Bank of America	United Cumberland Bank
First State Bank	First Citizens bank
Happy State Bank	Synovus
First Bank Southwest	Bank of Eastman
RCB Bank	Bank of Hazlehurst
Frazer Bank	State Bank & Trust Company
US Bank	One South Bank
American National Bank of Texas	Queensborough National Bank & Trust
Pioneer Bank	Colony Bank
Arvest Bank	Louisa Community Bank
New Mexico Bank & Trust	Tower Community bank
Classic Bank	People's Community Bank
Hancock Whitney	Forcht Bank
City Bank & Trust Co	Tennessee State Bank
Century Next Bank	Southeastern Bank
Bank OZK	Limestone Bank
Bank of Commerce & Trust Co	Bank of the West
Jonesboro State Bank	Landmark National Bank
Merchants & Farmers Bank	Commerce Bank
The Cottonport Bank	Centera Bank
First Oak Bank	Bank Midwest
Equity Bank	Exchange Bank of Missouri
Citizens Bank & Trust	Kennett National Bank
Sabine State Bank	Regional Missouri Bank
Four Corners Community Bank	Connection Bank
Alamosa State Bank	Peoples State Bank
Arvest	BMO Harris Bank
Malvern National Bank	Crossroads Bank

Stage

Conflicts Check

Banking Institutions

The First National Bank

Herring Bank

The Lamesa National Bank

West Texas National Bank

National Bank of Andrews

Pecos County State Bank

Security Bank Solutions

Banc Central

Bank of Cushing

Capital City Bank

Mineola Community Bank

First Texoma National Bank

Yoakum National Bank

Bank of Oklahoma

Columbus State Bank

Community National Bank

YNB

The First

The First National Bank in Trinidad

WoodForest National Bank

Union Bank

National Bank of Arizona

First Community Bank

BB&T

United Community Bank

SunTrust Bank

Fort Davis State Bank

Simmons Bank

PNC Bank

OceanFirst Bank

M&T Bank

Southern Bank

Five Star Bank

CB&S Bank

Franklin Bank

Peoples Bank

Mountain Valley Bank

Community Trust Bank

Essex Bank

Community Bank

First Southern National Bank

Steuben Trust Company

The Huntington National Bank

The Peoples Bank

Choice One Bank

Chemical Bank

Mercantile Bank of Michigan

Southern Michigan Bank & Trust

First Bank

City National Bank

Stage

Conflicts Check

Banking Institutions

Grundy National Bank

Cadence Bank

First Commonwealth Bank

CBT Bank

TrustCo Bank

Stage
Conflicts Check

Lenders
Wells Fargo
Pathlight Capital

Stage

Conflicts Check

US Trustee for the District of Texas and his attorneys

Barbara Griffin

Christine March

Christy Simmons

Clarissa Waxton

Diane Livingstone

Glenn Otto

Gwen Smith

Hector Duran

Henry G. Hobbs, Jr.

Jacqueline Boykin

Linda Motton

Luci Johnson-Davis

Patricia Schmidt

Stephen Statham

Stage

Conflicts Check

Insurance

Illinois National Insurance Company (AIG)

ACE American Insurance Company

XL Specialty Insurance Company

Underwriters at Lloyd's (ANV)

Axis Insurance Company

Beazley Insurance Company

Freedom Specialty Insurance Co.

Canopus Insurance Services

Wesco Insurance Company

The North River Insurance Co.

Allied World Insurance Company

Old Republic Insurance Company

Illinois National Insurance Co.

Beazley Insurance Company, Inc.

Aria (SAC) Limited

Axis Specialty Limited

Beazley thru Lloyd's

U.S. Specialty Insurance Company

Arch Insurance Company

Arch Indemnity Insurance Company

North American Specialty

Travelers Property Casualty Company Of America

American Guarantee And Liability Insurance Company

Ace Property And Casualty Insurance Company

The Insurance Company Of The State Of Pittsburgh, Pennsylvania
(Aig)

American Bankers Insurance Co. of Florida

Hartford Insurance Co. of the Midwest

Wright National Flood Ins. Co

Zurich American Insurance Company

Lloyd's of London, Starr, Aspen, RSUI and Various Markets

Landlord/Lessors

Henderson Plaza Realty, L.P.
Robert N. Graham, LLC
Jefferson Mount Pleasant, Ltd
Alpha Lake, Lt
PFE Leasing LLP
Action 49 Junction I, LLC -
Kilgore VF, LLC
Lukin Investment Partners, LLC
Crossroads Greenville Properties, Ltd. (Crossroads Mall)
Marshall Mall Investors
Merge Holdings, LLC
Vidor Crossroads LLC
Action Carthage, LLC
Conroe Crossroads Center, LP

Bosque River Center Realty
Tejas Center Corporation
Longview BJ Partners LLC
Five Hills, Ltd. -
G3C Weslaco Westgate, LLC
Brazos Shopping Center
Pena Riverview Investments; LL
Rock Hard Real Estate, LLC
Prime Realty Estate US Properties, Inc.
WRI-AEW Lone Star Retail
Victoria Retail Group LLC
Portairs Partners, FOB
West Wheatland LLC -
KPS King Properties of Seguin, L.P.
AC Brazos Mall Partners, LLC
Orangehurst Venture, LP
DBRA Athens Property Investments LP
Pine Plaza, LLC
Plaza-AL, LLC
Commerce Station LP
Ardmore Dunhill LLC
Rancho Harlingen Corners, LLC.
C. P. Mall, Ltd
The Market Place at Waxahachie
Northshore Plaza, LP
Lombard Group Texas, LLC
PTC TX HOLDINGS, LLC

Midland Kaufman, LP; Midland Sylvan, LP; Midland 256 Rampart, LP; -
Weingarten Realty Investors, Inc.
TFG San Marcos SC, L.P.
CBL/Parkdale Mall,L.P. c/o CBL & Assoc -
DWH Development Co.
Gainesville Realty, Ltd.
B & B South Park Mall LLC
PALMS CROSSING TOWN CENTE
Portland Retail Group L.P.
McCreless Market, LLC. -
Arrowhead Mall, LLC
Mall Del Norte

Tred Avon, LLC
Shore Plaza Shopping Center, LLC -
Willow Oaks Associates
Colonial Square Associates, LLC
Royal Plaza Associates
Jefferson Assoc, LP/Warrenton Ctr LLC
SUSO 4 Smithfield LP
FNRP Ashland, LLC
350 Scarlett GPG, LP
Copeland - Scarboro, LLC
West Sylva Main, LLC
McDowell Square Associates, LLC
Gator Coastal Shopping Centre, LLC
Geneva Shopping Center, LLC

Cedar-Carl's Corner, LLC c/o Cedar Shopping Centers Part., LP -
BC Wood Investment Fund II, LLC
Village Green Shopping Square -
WHLR-Alex City Marketplace LLC
HJH Talladega 1, LLC -
PDQ Isreal Family Countryside, L.P.
Levin Properties -
One Ten Corp.
Property Development Account
DeKalb Plaza, Ltd.
Pennsville Acquisitions, LLC
Johnstown Comrie Associates, LLC
Byzantine, Inc.
Greenbrier Valley Mall, LC
Regency Summersville, LLC
Regency Elkins, LLC
GEJ, Inc.
BLR Limited Partnership
Shenandoah Investors, LLC
Barren River Plaza Projects LLC
The Hazard Development Partnership
Brixmor GA Moundsville, LLC
David Hocker & Associates
Barnwell Station LLC
Grand Central Holding, LLC
CIII BSCMS06-PWR12 Tappahannock TC
S & E Enterprise, LLC

Graham Limited Partnership
Commons Associates, L.P.
St. Albans Center II, LLC -
ERSHCO LLC -
Live Oak Village Shopping Center, LLC
Southgate Plaza Associates, LLC
MA Bucktail Village, LLC
KY Paintsville Mayo, LLC
HC Anchorage -
QRF WISE, LLC
Danville Manor, LLC
WHLR - Forrest Gallery, LLC

Landlord/Lessors

Alpha Lake, Ltd.	TDK Holdings LLC
Port Lavaca Retail Group LLC	Pine Grove Plaza Associates, LLC
MSCI 2005-IQ9; Central Mall-Texarkan	Tallahatchie Centre LLC -
Westview Center, LP	BRE Retail Residual NC Owner L.P.
Sunset Mall SPE, L.P.	Canal Place, LLC -
BWSC, LTD., a Texas Limited Partnership	Harold L Libby Business Trust - Robert S Libby, Trustee
Las Pampas Square	Libby Punxy Associates, L.P.
CBL SM-Brownsville, LLC - c/o CBL & Associates Mgt. Inc.	Associates of Philipsburg, LP
Sea/Aire Center/Gordan McNutt	Huntingdon Plaza LLC
CBL & Assoc. Mgt, Inc., as agent for CBL/Richland Mall L.P.	MBC Properties, LP
Spring Town Plaza, Inc.	Hudson Retail, LLC
SB Retail Group Carlsbad LLC -	Arab Town Plaza, LLC
Victoria Mall	Athens Investors, LLC
Solid Cap Properties, LLC	Rockstep Starkville, LLC
Ponca Partners LLC	Century Grenada, LLC
Park Dell SC #53	ERSHCO LLC
POM-College Station, LLC	Action Retail Group IV, LLC
ZBY3/Browning Brothers	Carbondale Real Estate, LLC
Mall at Midland Park, LLC	Riddle Properties, LLC -
G.G.I.A. II Limited	J & A Bremen Development, LLC
Gene Murphy	SUSO 1 Highland LP
Lynn Park Shopping Cente	Blue Empire, LLC
Humboldt Rio West, LLC	Taylorsville (Taylorsville) WMB, LLC -
MSCI 2005-IQ9; Central Mall- Port Arthur	Springfield Realty Corp. -
Westgate Mall	Clarksdale Center, Inc. -
Enterprise Eagle Pass Associates, LP	Wayne Heights Mall LLC
Mimco, Inc.	Alford-Monticello Ltd.
Northline Commons, LLC	Beech Lake Commons, LLC
Jasper Crossroads Partnership LP -	Cumberland WVR, LLC
Ashley/Karns/Baker Properties Ltd. -	Pebbles Holdings II, LLC
Betty Woodward Limited Family Partnership, a limited partnership	Ruth Management, LLC and Harjust Management LLC -
RRE Realty Partners, Ltd.	Brown Investments, L.P.
FIRST NATIONAL BANK OF BASTROP	Olen Lee Morrison -
Kahlig Enterprises, Inc.	Wilson & Muir Plaza, LLC
A-S 93 SH 130 - SH 45, LP c/o New Quest Properties -	The Christopher Partners, LLC -
North Plains Mall, LLC	Action Retail Group I, LLC
Beer Wells Real Estate Services-East Texas, Inc.	Standard Property Group, LP
Weatherford Plaza LLC c/o Todd Routh -	Main Street NA Parkade, LLC
HEB Grocery Company, LP	Ellwood City Development, LP
Puente Partners, L.P.	Carver Resources, LLC
West Hill Group LP	Amory, LLC
The Sandra Corporation -	R.A.D.R. Ltd.
Cruz Alta Plaza, LP	FWI 40, L.L.C.
Valente 901 Polk, Inc.	Sayre Developers, LLC
Cuero Retail Partnership	Penman Russellville, LLC
Sweetwater Center, LLC	Steven J. Fogel/B&S Properties -
Franks Real Estate	Savoy-Texas, LLC
Macerich Property Management Company, LLC	KenWay Investments, LLC
Conn Appliances, Inc.	Wegmans Food Markets, Inc
RPAI Southwest Management, LLC	1109 Cheboygan LLC -
Taylor Plaza, LLC	Demopolis Towne Center, LLC -
Village Center Trust	Seaway Plaza Realty LLC
Robert Scott Sherwood and Greg James Baker	Somerset Investment and Holdings, LLC
Mercedes Plaza MGMT.	Dearcom Holdings, LLC
Houston County Realty, Ltd	Mike & Irene Simon -

Landlord/Lessors

B-Y Mission Texas WM, Ltd.	Lindy-Zell WM 2008, LLC
Texas Rendezvous, LP	Millington Plaza Partners, LLC
The Shops of Granbury, Ltd.	Teachers Retirement System of Kentucky
Rick Hoover Properties, Inc.	Sunbury Plaza, LLC -
Smith's Food & Drug Centers, Inc.	Big Y Trust c/o Big Y Foods, Inc. -
C & G Investments	Malone Plaza Realty LLC
James H. Rifkin	LB-UBS 2007-C6-Pulaski Station LLC
Giddings, L. P.	Live Oak Center, LLC
SGS Properties, Inc.	ACS Forest Commons MS, LLC
One-Eleven, LLC	Harmon's, Inc.
Portland Retail Group, LP	Jefferson City Investors, LLC
Forwood SB LLC	B & B Realty Co.
Meyerland Retail Associates, LLC	Bear Pointe Ventures, LLC
New Market - Champions, LLC	TDC Genesee, LLC
2015 Shopping Mall Business, LLC	ACH Beacon Heights, LLC -
JMK 5 Texas City, LLC	Rosecroft Center LLC
RS Shopping Center Associates, LLC	Harris Diversified Services, Inc.
Meadows Marketplace Shopping Center, L.P.	Liberty Square GA, LLC -
JBL Tomball Plaza, LLC	TGO Holdings, LLC
Fairway 35, LLC	Village Center, LLC -
Pearland Dunhill 1 LLC	BRF, LLC
Copperwood Village, LP.	Fulton Commons, LLC
Liberty Shopping Center, L.P.	Penn Yan, LLC
Orange MarketPlace, L.P.	West County Investors, LLC
KIMCO Realty	Tri-Country Plaza 1989 Limited Partnership -
Johnnie Trochta & Assoc.	KGI Gorham, LLC - c/o KGI Properties, LLC -
Williamsburg Dove, LLC	Bright-Meyers Oneida, LP/Fletcher Bright Company -
Brixmor GA Apollo I TX Holdings, LLC	Pennmark Clearfield Holdings, LLC
Brixmor GA Moundsville, LLC c/o Brixmor	Shops at Dillon, LLC
SSS Fondren Marketplace, LLC	Hartsville Mall Company -
Klement Texa	Kingstree Square, LLC -
Magee Shopping Center, LLC	Vidalia Associates, LLC
Gun Barrel Jackson LLC, c/o Ben Fitzgerald Real Estate -	Blake P. Garrett, Jr. as member -
Franklin Fickett Charitable Foundation	Centro NP Holdings 11&12 SPE, LLC
Zaradieter Partners, L.P.	U.S. Properties Group
IH 35 Loop 340 Tenancy In Common	TOD Properties, LLC
Frank C. Robson	The Heritage of Newberry
River South Comons, LLC	LOAR, LLC -
The Sandra Corporation	The3SBoys, LLC
Weingarten Realty Investors	A.J.M.D. Cairo, LLC
Happy Camper LLC	Regency Jackson Square, LLC
McCarley Family LP	JHJ Ozark, LLC
The SJ Trust	The Temples Company
Camden Center #23	ALS Telfair - Perlis LLP -
Multistate Holdings/Mellor Park Mall	Hazlehurst Village Shopping Center LLC
University Plaza Shopping Center Partnership	Douglas Retail I, L.L.C.
Harvey Square L.P.	SDB Properties LL
Gregory Place Shopping Center LLC	G & N Properties -
Rodgers Family Ltd Ptn	Center Plaza, Inc.
Miramar Beltline GP, LLC	Altmore Realty, LLC -
Urban Renewal Agency of the City of Mountain Home	Town Square Development -
Brixmor Holdings 12 SPE, LLC	Jebco Properties, LLC -
Tabani Natchez Mall	Baxley Shopping Center, LLC -
Rockstep McComb LLC	Marlec, Inc
Brookhaven I LLC	Habersham ZMCS LLC

Landlord/Lessors

Brumfield Properties, Inc.	Clark Brothers L.L.C. -
Four Owls Hill Country Square LLC	Peachtree Plaza of Louisville, Inc. -
Ennis Crossroads Plaza, LLC	JWV, Inc. d/b/a Monroeville Shopping Center -
Marrero Land and Improvement Assoc.	T&W Investments -
J.B. Levert Land Company, L.L.C.	BOBRAL, LLC
Kenwood Shopping	Colony Square, LLC
TCP Ryan Street, LLC	Conecuh River Shares -
Monroe Retail Group LLC	Moultrie Square, L.L.C. -
Lynda Corp	Carolyn Harris, Raymond Harris, Harris Realty -
Rockstep Lagniappe Village LLC	South East Investment Group, LLC
Hasco Thibodaux, LLC	Thrift Bros Properties -
Rockstep Opelousas, LLC	Carolina Enterprises, Inc
Cedar Ridge, LLC	Thomson Plaza, A Gen. Partnership -
RB River IV LLC and RB River VI LLC	Sylvester Plaza Ltd. -
EREP Northlake I, LLC	ACS Louisa Plaza KY, LLC
Josef & Mikel LLC	Southeastern Realty, LLC
Minden Retail, LLC	Gary Waller Investments, LP, LTD
Ruston Center, LLC	KROGER CENTER MOREHEAD, LLC
Charles H. Allen Estate	P. Wailes III, R. M. Howell, T. B. Howell Jr, E. H. Brown -
Lake Charles Gardens, LLC	DeVille Developments, LLC
TCP LA Partners, LP	Yoramco-Cornerstone, LLC
Regency DeRidder LLC	Glen Marye Properties, LLC
Summer Grove LLC	Regency Kimball, LLC -
AAM - 2001 Airline Drive, LLC	Village Plaza Shopping Center, LLC
Burro Village, LLC	OMZ King George, LLC
Desoto Plaza Associates, LLC	Johnson - Johnson & Associates
Sibley Investments LLC	Regency Campbellsville, LLC
Sunshine Heights, LLC	GARDENSIDE CENTER LLC
David Sam	UNION CITY REALTY NOMINEE TRUST
Delta Properties, LLP - Venture West Real Estate Services, LLC	SFP Pool Seven, LLC
RIVERMART, LLC	Hupps Mill Plaza Associates, LLC
Regency Cut Off LLC	Hauppauge Properties, LLC
Hardware Management Company LLC	Scotland Crossing Investors, LLC
King Country Village, LLC	Lowther Brothers, LLC
Chalmette Retail Center, LLC	Regency Commercial Associates LLC
Kimble Development of New Roads, LLC	Consolidated Properties Of New York, LLC
Jula Trust, LLC., a Louisiana limited Liability company	Towanda PA Holding LLC
Springhill Shopping Center, LLC	United Properties Corp.
Tres Palmas. Inc.	Bayside Limited Partnership
Meadowbrook Square, LLC	TKG Morganfield Development, LLC
Rim Country Mall SPE, LLC	W & C Properties of NC, LLC
Gils Shopping Center Investments, LLC	Regency Oxford II LLC
Douglas Center Trust Account	Joe Amato Properties LP
M & C Rental & Leasing Co.	Tioga West LP
Nogales Plaza Shopping Center L.P.	Acadia Realty LP
Walmart Realty Co.	NG Richmond Hill, LLC
Plaquemine Marketplace, LP	Kroger Limited Partnership 1
Finkelstein-Levy, Inc.	Ershco, LLC
Kimble Development of Ville Platte, LLC -	CPEG Malta, LLC
Skyline Properties, LLC	Fort Williams Square, LLC
Spiegel & Spiegel, PA, Money Purchase Pension Plan	Oneida Company, Ltd.
Cortez Plaza, LLC	The SJ and The DJ Trust
177 CD LLC	WRD Shippensburg, LP
SIGNATURE PLAZA OF SILOAM SPRINGS, LLC	Westfall Town Center Joint Venture
Prime Malvern Plaza LLC	Hy-Vee, Inc.

Landlord/Lessors

B-Y Strawberry Squar
Sandra Corporation
B-Y Edinburg Center Ltd.
Nueces-Holliday Maverick Partners II, Ltd.
RGC Starr Retail Ltd
Gonzales Marketplace, LLC
NorthStar Properties, Inc.
Vernon Hillcrest, LLC, c/o Dunhill Partners, Inc.
Pioneer Square Lamesa, LP
Hunter Sky Capital, LLC
Brownfield Plaza, LP
John C. Culpepper
1212 Partners, LLC
Shops at Abilene, LP
Perth Company
Ramsey & Ramsey
Kaufman West Country Center, LLC
WJ Investments, Inc.
Tomorrow IX Broadmoor LP
WG REG Fort Stockton, LLC
Coggins Family Partnership LLC
TMM Investments. Ltd.
Chimney Creek, Ltd
Western Square Investments, Inc.
Hereford Properties, LLC
BRE RC Southpark II TX LP
Pay and Save, Inc. -
Amarillo Dunhill, LLC
Bay-Cal NetCo Investments, Inc.
Mark Horn
SMT Littlefield Partners, Ltd.
MBSB Guylane LLC
Southgate Investors, LLC
Apache Development Corp.
San Juan Association
Blue Quail L.L.C.
Silver City Investors
TGK PROPERTIES
JMD-DeI Rio, LLC
Jack and Florence Berlin Foundation
Fortier Properties
LV Legion, LLC
Bond-Gunderson Co.
Felts Plaza Inc.
Spring Park Property Owner, LLC
Robson Properties
Neely-Barstow Investments
Jackson Plaza Realty, LLC
Oriole Oil Company
Schneiter LLC
Frank Robson
Seminole SC, LLC
Edward S. Truppmann
Hughes Appliance, Inc.
Westside CC LLC

Macerich South Park Mall, LLC
GGP Limited Partnership
Times Square LLP -
Terrace Pt LLC/Gr Forks INREIT, LLC -
ARCP MT Springfield IL, LLC -
Gravois Bluffs III, LLC
Madison-East Towne, LLC -
Des Moines Associates -
Goodrich Des Moines, LLC -
Robert M Allen Family LP -
Waterloo Center LLC
Friedman Management Company -
2057 N. Rock Road KS, LLC
911 Walnut, Inc. -
CM Morris Corners, LLC
Lakeport Commons Center, LLC
Midland Empire Retail LLC
Thornton Town Center 05, LLC -
Fremont Mall LLC -
Simon Property Group, LP
TKG Lincoln Crossing LLC -
Catalyst Westowne, LLC
Noland Fashion SC LLC -
Big Creekwood Commons, LLC
Mark Twain Village LLC
TVM CenterCal LLC
Broadmoor Towne Center, LLC
PEBB O'Fallon, LLC
Freedom Group, LLC
Spirit Realty, LP -
Marketplace On First, LLC
Southaven Towne Center
ARCP MT Lafayette IN, LLC -
Fayette Plaza CMBS, LLC
Pinnacle Hills -
TKG Coral North, LLC -
Phillip G Ruffin -
Lake Manawa G, LLC
IRC Retail Center
IRC Princess City Plaza LLC -
Cole MT Rapid City SD (I), LLC
Burnsville Center SPE, LLC
Tamarack Village Shopping Center -
The District, L.C. -
FC Riverdale Shopping Center, LLC
Meridian CenterCal LLC
Vestar Bowles Crossing, LLC
EP Downtown, LLC -
Kenosha Southport, LLC
CPP River Falls SPE I, LLC
SUSO 3 Southgate LP
SP Porters Vale LLC
Ash Investors, LLC
National Retail Properties
LaSalle Shopping Center, LLC -

Landlord/Lessors

Charles W. Hill
The Edge Church
DCTN3 Texas Portfolio No. 1, LLC
Jack Justice
Briarwood Durant L.P.
Hood River Center, LLC
Fallis, Beall, Thomas Goodner
Washington Plaza, LLC -
Eugene A. Dellavalle Jr.
MTK Properties, LLC
Clements Construction & Realty Co.
Lobo Street, LLC
HSB Properties, LLC -
Grandview Limited
Zaid Properties Walnut, LLC
Elgin Uncommon Holding, LTD
Todd Routh
KG Holdings, L.P./W.E.P. Land Holdings, LLC
Gabrielsen & Company
STL BTS, LLC
Webster Interests Marble Falls, LLC
Valencia Hills Partners, L P
US Realty 87 Azle Associates
Gem City Properties, LLC
TSCA-50 Limited Partnership
Eastland Retail, LLC
MA Phelan II, Trustee
DF Nickerson, LLC
Southgate Associates, L.L.C.
Cooper Realty Investments, Inc.
Two Landlords - See Oracle or Sitieseer for contac
Lindsey - Pine Plaza, LLC
DuPuy L. Hickey & Philip Hicky, II Co-Trustees of James Hicky
Chestnut Ridge Associates, LLC
Sugarland Shopping Center, LLC
Western Alliance Bank
Page Station LLC
IDEA Inc.
National Retail Properties, LP
Livingston Shopping Center Ltd.
Burley Crossing LLC
Heber Springs Shopping Center LLC
Riverside Plaza Shopping Center, LLC
Fox Run Business Park, LLC
BRE RC 1890 Ranch TX LP
Dew Claw, LLC
Kimble Development of Amite, LLC
Diamond Mountain Shopping Center, LLC
Eagle Mountain Center, LLC c/o Colliers Int.
Washington Park Mall
WHLR-Fort Howard Square, LLC
Banks Crossing Partners LLC
Teton Venture, LLC
CDC Marianna II, LLC
Action 49 Junction I, LLC

National Retail Properties LP
Arnold Crossroads, LLC -
Brazos TC - Partnership A, LP
Regency Seymour LLC
Regency Madison LLC
RPS PROPERTIES L.P.
Hays Mall, LLC
A-K-S 57 NEC FM 2920 Kuykendahl, LP. -
Atascocita 1692, LLC
PWREI Greensburg, LLC
R.L.P. Development Company, Inc. - 6133 (old
Northridge Shopping Center
J. E. & G. E. Wharton
DCM Ltd, LLC - C/o Admin Office
Talon Properties, L.L.C.
Great Plains Developments, LLC
EMD Fort Scott, LLC
Cedar Tree Management
TKG Truman Lake Mall, LLC
J. W. Franklin Co.
Crown Hill Associates
CWC 2006-C1 - 507 Park Lane, LLC
Marshall Plaza LLC
Southern Hills Shopping Center
Boothel Shopping Center, LLC
Twin City Estate Corp.
MEXWEST, LLC
OP1, LLC
Kirksville Shopping Center
River City Mall of Keokuk Iowa, LLC
ArciTerra OS Mt. Pleasant IA, LLC
Regency Prairie du Chien LLC
Brooklife Church, Inc.
HP Taylorville LLC
ACS II Fairview Park Plaza IL, LLC
Times Square Realty LLC - 6270 (old
Regency Southwind, LLC
Regency Princeton LLC
Cherry Tree Plaza, LLC
MILLER FAMILY TRUST
Midland Greencastle, LLC
Shops at Crawfordsville, LLC
Regency Northern Indiana, LLC
Regency Columbia City, LLC
Royale Property Management
New Castle Equities LLC
Brandywine Crossing, LLC
MAP Shelbyville, LLC
Artesian Square, LLC
Regency Bedford LLC
Salem Shopping Center, LLC
Regency Tell City LLC
Sentry Properties
Regency Seymour, LLC
Harrison Center, LLC

Landlord/Lessors

Laura A. Rohana
Valley View Lafayette, LLC
Senatobia Plaza, LLC
Eagle-North Hills Shopping Centre, L.P.
Guardian Investors - Broken Arrow
HEB Grocery Company, LP t0002055
Old Fallon, LLC
13 Associates, LLC
Mary Lake Realty Company
Pine Bluff Plaza, LLC
TOWN SQUARE LP
Argo Klamath Two, LLC
Huntsville Portfolio Associates, LLC
Humboldt Commons, LLC
Brixmor GA Merchants Central LP -
KNA Family LLC
Blackstone Partners, LLC
BVC Oakwood Commons, LLC
Evansham Square Shopping Center
Protector Property Management, LLC
Kotis Holdings, LLC -
The Rosemyr Corporation
Four Corner Plaza, LLC
RMLP Associates Limited Partnership
Roxborough Associates, LLC
Daniel G. Kamin Plymouth Landing, LLC -
BVA Willow, LLC
River Ridge-College Square, LLC
Kent Plaza Associates
Rocky Mount Development Co., LLC -
James W. Sizemore & Family, L.P.
Fox Run Limited Partnership
Four Taylor's, LLC
Rio Grande Associates LP
Seaford Village, LLC
East Luray, LLC -
Southern Shopping Center
Tower Park Management Corporation
Royal Square LLC
Milford Plaza Enterprises
Cavalier Square Limited Partnership -
Elkton Associates

Clintmont Company Ltd. -
Harvey A Tolson
Tolson Investments
Phillips Edison & CO.
RAF Celina LLC
First Van Wert, LLC -
Tiffin Westgate Co. -
Regency Bucyrus LLC
28 Kenton Plaza, LLC
DNZ, LLC -
Indianola Plaza Co.
Frida Capital Investments, LLC
New Boston Partners LLC.
Ohio River Plaza Diversified I Fund LLC -
Westerville Square, Inc. -
Southeastern Ohio Management Co., LLC -
Lafayette Plaza, LLC
Hocking Mall LLC
RCG-Circleville, LLC
Regency Mount Vernon LLC
Coshocton Plaza LLC
Salem Plaza Realty Partners, LP
ML Plaza LLC
Madison Land Ventures, LLC
E & L Investors
LA Fremont Investments, LLC
Ludington Center, LLC
Kerr Manistee LLC -
Petoskey Mall Associates, LLC
J & J Chrisman LLC
Huron Crest Plaza, LLC
Regency Commercial Associates
The Willow Bend Apartments, LLC
PCM Delta Properties, LLC
Stockbridge Northridge, LLC
Surmac Investments, LLC
Weddington Plaza Partners LLC
Eli Mazon
Mitch Properties, LP
Clarion Associates, L.P.
Clifton M. Jones
Sulphur Partners, Ltd.

Stage

Conflicts Check

United States Bankruptcy Judges for the District of Texas

Albert Alonzo

Ana Castro

David J. Bradley

David R. Jones

Eduardo V. Rodriguez

Evangeline C. Attaway

Jeannie Chavez

Christopher M. Lopez

Jeffrey P. Norman

LinhThu Do

Mario Rios

Marvin Isgur

Ruben Castro

Tracey Conrad

Vriana Portillo

Stage

Conflicts Check

Debtors' prepetition and proposed postpetition advisors, attorneys and other professionals

Berkeley Research Group

KIRKLAND & ELLIS LLP

Kurtzman Carson Consultants LLC

Gordon Brothers

A&G Realty Partners

Suppliers, Trade Creditors & Other Vendors

HOME ESSENTIALS & BEYOND ..	ATLANTIC HOSIERY LLC
PUMA	TRANS MOTION LLC
COLUMBIA SPORTSWEAR	S. GOLDBERG & CO, INC
NORTHPOINT TRADING	REFLEX SALES GROUP...
FEDERAL EXPRESS	CAVALIER INC...
ENCHANTE ACCESSORIES INC.	TRENDSFORMERS LLC.
NIKE INC	JIMLAR CORPORATION . .
ONE STEP UP*	PVH- IZOD
SKECHERS USA INC	SHAZDEH FASHIONS INC
RALPH LAUREN COPORATION . .	M&S ACCESSORY NETWORK, CORP
WM CARTER	BOELTER BRANDS
9TH WONDER - HOUSTON LLC	STAR RIDE KIDS...
GOURMET HOME PRODUCTS LLC	ISLAND SURF COMPANY
SELECT BRANDS, INC...	IG DESIGN GROUP AMERICAS
CRYSTAL ART OF FLORIDA INC.	RANDA ACCESSORIES LEATHER
WESTPORT	IDEAMAN INC
RUBY ROAD	AD SUTTON & SONS...
FENCEPOST PRODUCTIONS,	ADIDAS SOUTH
LEVI	ASHA DESIGN LLC . . .
WESTERN GLOVE WORKS...	UNITED LEGWEAR CO LLC
LINZY TOYS, INC	INNOVATIVE TECH ELECTRONICS
EUROPEAN HOME DESIGN LLC	CANDLEART LLC
E-LO SPORTSWEAR...	PACIFIC ALLIANCE USA, INC
SENIOR BRANDS LLC	SWC, INC.
ADOBE SYSTEMS INCORPORATED	DESIGN TRANSPORTATION
PANDORA MEDIA INC.	S ROTHSCHILD & CO...
SKECHERS USA...	NESTLE FOOD COMPANY
VALYRIA, LLC T/A TRANSPAC	NAUTICA OPCO LLC
ONE STEP UP, LTD.	JACKSON CORP...
SOUTHWEST SPECIALTY FOOD.	CUDDLE BARN
SPECIAL T IMPORTS .	DC SHOES, INC
VANS, INC.	MAINETTI USA INC
INOVATEX LLC	OVED APPAREL . . .
ART AND COOK	INTERNATIONAL INSPIRATIONS
COSMOPOLITAN COSMETICS, INC	VIESTE ROSA
NEW BALANCE	JIM'S FORMAL WEAR
HIGH LIFE LLC	FOREVER BEAUTY NY LLC
BIDDEFORD BLANKETS, LLC	BABYFAIR INC...
MYSTIC INC. . .	GALERIE...
BALI INTIMATES	BASIC RESOURCES INC. . .
PONTE VEDRA GIFTS & ACC	BLENDED CLOTHING INC
YANKEE CANDLE CO. /CBC	VANITY FAIR
LONGLAT INC.	KELLWOOD APPAREL LLC. . . .
PLAYTEK, LLC	HOG WILD LLC .
HNW/ FLY P	WESTPOINT HOME LLC..
GREAT AMERICAN BEAUTY INC.	WOLVERINE KIDS GROUP....

Suppliers, Trade Creditors & Other Vendors

YANKEE CANDLE COMPANY . . .	CHARIOT TRAVELWARE
CHAPS-RALPH LAUREN..	GW ACQUISITION LLC. ..
G MASON GROUP LLC.	SG FOOTWEAR/MESSER GROUP
BYER	PET FACTORY INC
STYLE CRAFT HOME COLLECT	BLOSSOM BUCKET INC (ACH)
NEW VIEW GIFTS &	FANGIO LIGHTING
COASTAL COCKTAILS INC...	ONE JEANSWEAR GROUP INC
BYER/PAQUETTE PETITES	A & J APPAREL GROUP LLC
LXR AND CO. . .	MUD PIE, LLC.
LANDSTAR RANGER	SPRING FOOTWEAR CORP
BRIGGS NY	CHILDRENS APPAREL NETWORK
BOSTON WAREHOUSE	PET RAGEOUS DESIGNS LIMITE
AMBIANCE USA, INC	LAVISH CLOTHING INC.
360I LLC	KENNEDY INTERNATIONAL INC
GINA GROUP LLC. ...	SAMSONITE LLC...
L2 BRANDS LLC	SWAT-FAME INC.
KIDZ CONCEPTS	DAT'L DO IT INC.
PLAYTEX APPAREL	RGGD, INC DBA CRYSTAL ART
PPI APPAREL GROUP	CHATEAU INTL INC...
PEKING HANDCRAFT INC.	CENTRIC WEST LLC
MARSALA	DEZINE NEWS, INC.
OLIVET INTERNATIONAL, INC..	ASSOCIATED FOOTWEAR, INC...
LEE JEANS	STREET DENIM
ADAM TALA INC	AFFLICTION HOLDINGS, LLC. .
IZZI	BP INDUSTRIES, INC.
WICKED FASHIONS INC	RARE EDITIONS.
HOME DYNAMIX...	BROOKLYN CLOTH LLC...
L.R. RESOURCES, INC.	WESTPORT CORPORATION...
ELIZABETH ARDEN/FF	STAR CREATIONS
HSR APPAREL	EXPLORE SCIENTIFIC LLC.
E S ORIGINALS	HAMPTON FORGE
MALDEN INTERNATIONAL DESIGN	GORDINI USA INC.
TOTES-ISOTONER	TRAVELWAY GROUP
CD II FASHIONS LLC	HARVIC INTERNATIONAL LTD.
WANTED DIV OF ONE STEP UP	BIGSTON INC.
GMA ACCESSORIES INC	AMELIA WORLD CORPORATION
MSRF, INC	LIFE PLUS STYLE GOURMET
KURT S ADLER	MONARCH APPAREL GROUP INC.
FEDEX FREIGHT	M.A. FOLKES COMPANY INC
OSHKOSH B'GOSH INC...	A&B HOME
LAND N SEA, INC.	PACIFIC ALLIANCE USA INC
M. HIDARY & CO., INC.	SOHO APPAREL LTD...
IDEA NUOVA INC.	GLOVES INT.
M&M TRADING	ONE WORLD APPAREL, LLC
DISORDERLY KIDS	SELF ESTEEM...
BLUE DOT USA, INC	SOXLAND INTERNATIONAL...

Suppliers, Trade Creditors & Other Vendors

LAU ENTERPRISES	MEGAGOODS, INC
TRAVELER'S CHOICE	XTREME COUTURE...
FASHION MFG CO	JUST PLAY LLC
HOUSE OF PRIMAVERA	ADURO PRODUCTS LLC.
LEVI / JEANSWEAR	GLAMORISE FOUNDATIONS, INC
STRIDE RITE/KEDS DIVISION	BUFFALO GAMES
THE WILLOWBROOK COMPANY	SUNNY DAYS ENTERTAINMENT
KINFINE USA INC.	BECKER GLOVE INT'L
TURN- ON PRODUCTS	MISSRY ASSOCIATES INC.
HOUSTON NFL HOLDINGS, LP	DANBAR COOL THINGS, INC...
AMERICAN EXCHANGE TIME, LLC	UPD INC
ROCKET FISHI, INC	GC SHOE CORP
TRADEMARK GLOBAL	SOFTVISION, LLC
BEST ACCESSORY GROUP..	DANIEL FRIEDMAN & ASSOC.
FILA USA, INC...	DANIEL M FRIEDMAN
FRED DAVID INTERNATIONAL	EMPORIMARK, LLC
GINA CONCEPTS	DIAMOND HOME
KAYSER ROTH HOSIERY	PANTIES PLUS INC. ...
YMI JEANSWEAR...	EMSON..
PARIS PRESENTS	WESTMINSTER, INC
COLOSSEUM ATHLETICS CORP	ALLURE EYEWEAR..
ONE STEP-UP..	ORIENT HOME COLLECTION INC
TRI-COASTAL DESIGN...	E. MISHAN & SONS . . .
COLLEGE CONCEPTS	REEBOK,INTL.
TRANSPORT SOLUTIONS	VALENCIA IMPORTS...
TFI, INC	HARIBO OF AMERICA...
EVERGREEN ENTERPRISES...	GILLZ LLC
KHQ INVESTMENT LLC. ...	WORLD TECH TOYS
GW ACQUISITION LLC	NORTH FORK SALES LLC
BENDON, I NC	KOMAR INTIMATES LLC..
NEW HIGH END WHOLESALE	CUDLIE ACCESSORIES, LLC
MARKETPLACE BRANDS...	GOFFA INTERNATIONAL CORP.
RALPH LAUREN	NOURISON
DESIGN STYLES	DML MARKETING GROUP
DIRECT LINK SOURCING (ACH)	TRAU & LOEVNER OPERATING
MELISSA & DOUG, LLC.	UNCAS INTERNATIONAL LLC
ARTISSIMO! DESIGNS	MYRIAD TRADING INC. . .
HYBRID PROMOTIONS LLC	GLOBAL DISTRIBUTORS
MARAN INC	ROBERT
ONE STEP UP / ELITE	JUST FOR WRAPS/WRAPPER
BAY ISLAND, LLC.	LGB, INC
REFLEX SALES GROUP	KWDZ MANUFACTURING, LLC.
VF JEANSWEAR LMTD.	SDI INDUSTRIES INC
SPORTSWEAR GROUP...	4WHATITSWORTH, INC . .
HER ACCESSORIES...	MS. BUBBLES, INC.
UPS FREIGHT LTL	IN GEAR FASHIONS, INC

Suppliers, Trade Creditors & Other Vendors

MAIDENFORM	OKK TRADING INC..
DIRECT HOME TEXTILES GROU	THE MAZEL COMPANY..
CTE	H & M TRUCKING, INC
NAUTICA INTERNATIONAL	FOUR SEASONS DESIGN, INC
GRASSHOPPERS	NEW BALANCE...
ATHRA NJ, INC.	JACK SCHWARTZ SHOES INC . .
INTERPARFUMS LUXURY BRANDS.	THE LEARNING JURNEY INTL
BEST RIDE ON CARS	GMPC, LLC
COMPLEX INDUSTRIES INC	POLO RALPH LAUREN
SHERALVEN ENTERPRISES	A & H SPORTSWEAR CO., INC
LUTTRELL INVESTMENTS	ORIGINAL GOURMET FOOD CO
BEN ELIAS...	LADY JOAN APPAREL
SKINNY MIXES LLC.	FAMMA GROUP INC...
DOCKERS FOOTWEAR	NIELSEN & BAINBRIDGE LLC
NICOLE BRAYDEN GIFTS LLC	REACTION RETAIL LLC . .
CALERES, INC. LIFESTRIDE	COCA COLA BOTTLERS SALES &
LANDSTAR RANGER	BECKER GLOVE INTERNATIONAL
DAJON INC. . .	TREND BEAUTY CORPORATION
GOOGLE INC.	KARMAN INC
MORLEY CANDY MAKERS INC...	CHIC HOME DESIGN, LLC
INTERNATIONAL INTIMATES	ALLURA IMPORTS..
ONE STEP UP	LICENSE 2 PLAY TOYS
E-LO SPORTSWEAR, LLC. ...	LYNN BRANDS LLC
RANDA ACCESSORIES...	ONE WORLD APPAREL LLC.
JTS INC.	EMANUEL GERALDO INC.
FANTASIA ACCESSORIES LTD.	N.J. MALIN & ASSOCIATES,INC
VIBES MEDIA LLC	COLORS IN OPTICS
FOOTWEAR UNLIMITED/BARE	HUGE USA, INC
JACKY AND LAUREN INC	BUY SEASONS LLC
KELLWOOD- DEMOCRACY	WHITE COFFEE COMPANY
REVISE CLOTHING INC	HASELSON INTERNATIONAL
PERFUME CENTER OF AMERICA,	FITFLOP USA LLC.
OVED/ FERRUCHE/ 4 LEGS	CENTRIC BRANDS. . .
TOP PICK GLOBAL INC.	GLOBAL TIME INTERNATIONAL
COLOSSEUM ATH	BAY SALES CO
DEX USA INC	DAVID & YOUNG GROUP CORP...
CHAPTER 3 INC	MELISSA & DOUG LLC
IDEA NUOVA, INC.	COUGAR SHOES
NIKE-APPAREL	SAMSUNG C&T AMERICA, INC.
CHD HOME TEXTILES LLC	TCJ MANUFACTURER
WOLVERINE WORLDWIDE...	AMERICAN OAK PRES. CO.,
CREATIVE BEAUTY CONCEPTS	SAVANTE APPAREL INC
SUPREME INTERNATIONAL,	LIFESTYLE INTERNATIONAL
KIDZ CONCEPTS LLC. ...	KNITWORK PRODUCTIONS...
PROJECT 28 CLOTHING LLC.	COLLECTION XIIX.
ROLF C HAGEN (USA) CORP..	CORE HOME....

Suppliers, Trade Creditors & Other Vendors

INDIO PRODUCTS	TWO'S COMPANY
MELLOW WORLD	THE BALM . .
IKEDDI ENTERPRISES.	BB TRADING WORLDWIDE
E-LO SPORTSWEAR. ...	NAPIER
NES GROUP	H.E.R. ACCESSORIES, LTD.
RALPH LAUREN CORPORATION.	YOKI FASHION INTERNATIONAL
FLORIDA PRIVATE LABELING	MAJESTIC INT'L USA, INC . .
KNS INTERNATIONAL LLC	FOOTWEAR UNLIMITED, INC
SIXTREES USA LTD .	BURLEIGH POINT LTD.
UMA ENTERPRISES INC	AFFLICTION HOLDING LLC
EUROITALIA USA INC...	EDDIE DOMANI
DELTA GALIL USA	FILA USA, INC
NORTH POINT TRADING . . .	NES JEWELRY INC.
TRAVELERS CLUB LUGGAGE	THYSSENKRUPP BILSTEIN OF AMERICA, INC
TRAMEVER INC. . .	SARAMAX APPAREL GROUP, INC
JIMCO LAMP MANUFACTURING &	CHRISTIAN ART GIFTS, INC.
LC INDUSTRIES INC.	BLUE J TRADING INC .
JCS APPAREL GROUP INC	EIGHTY ONE INTL INC.
ZIGI USA, LLC	REPUBLIC CLOTHING CORP
ACCUTIME WATCH CORP	OMEGA APPAREL LTD..
AZZURE HOME INC...	JUST GO FOOTWEAR INC.
R. TORRE AND COMPANY	MATTEL INC...
PEGASUS HOME FASHON,INC ...	CAPELLI NEW YORK
MARVIN LEEDS MKT. SERVICES	DUCK RIVER TEXTILE
CREW KNITWEAR LLC	TREAT PLANET, LLC
CITY BY CITY	WELLIVER & ASSOCIATES LLC
NEW DEAL LOGISTICS	USA UNDERWEAR LLC..
TRADE CIE, LLC	NAFTALI INC. . . .
CREST BRANDS LLC.	3B INTERNATIONAL LLC...
MONARCH APPAREL GROUP INC .	BMGM CO LLC
BRANDED CUSTOM SPORTSWEAR	TMD HOLDINGS, LLC
HANNA'S HANDIWORKS LLC.	ROFFE ACCESSORIES
VANDERBILT HOMES PRODUCTS,	CREW KNITWEAR, LLC
MY PILLOW INC	FORT DEARBORN LIFE
THE SAK	PREMIER ACCESSORIES GROUP
KEYES CONSULTING	HENRY DONEGER ASSOCIATES, INC.
ANCHOR HOCKING...	FOOTWEAR UNLIMITED
PUMA NORTH AMERICA, INC...	PAPERLESS OFFICE INC.
J.B. HUNT TRANSPORT INC.	THE DREAM LOUNGE INC.
DREAM HOME NY LLC	ALBANESE CONFECTIONERY
IVL HOLDINGS, INC.	HOME EXPRESSIONS, INC
ONE STEP UP - RBX	DOWNLITE INTERNATIONAL..
ALFRED DUNNER	AQUARIUS LTD..
DREAMWEAR INC. . .	JAYDEN STAR LLC. .
FASHION OPTIONS INC. . .	CHIC HOME DESIGN LLC
GHIRARDELLI CHOCOLATE...	UNITED FOOTWEAR GROUP, INC

Suppliers, Trade Creditors & Other Vendors

GREEN CRYSTAL AROMA INC	ROYAL DELUXE
STAR CHILDREN DRESS CO	SAMSUNG AMERICA INC
ALPHA GARMENT INC. . . .	SWEETIQ ANALYTICS CORP.
SIXTREES LTD USA	WICKED FASHIONS BY
SKIVA INTERNATIONAL INC4\0+	ADIDAS SOUTH
LT APPAREL GROUP...	4 WHATITSWORTH INC
ITS PARTNERS LLC	BEST RIDE ON CARS.
HDS TRADING CORP.....	JOSMO SHOES..
BRAND HEADQUARTERS LLC	WOLVERINE KIDS GROUP.
AGRON, INC.	RABBIT CREEK PRODUCTS
JESSICA SIMPSON .. .	BJD/ MICHAEL BRANDON
ESO	CALERES, INC. FERGIE
GRACE APPAREL . .	GLORIA VANDERBILT
ELIS LLC.	DESIGN TRANSPORTATION
PELICAN PRODUCTS INC	YMI JEANSWEAR, INC.
AMERICAN CAT CLUB LLC.	STUDIO RAY LLC....
SONO INC	GORDON COMPANIES INC
CHILDREN'S APPAREL	24/7 COMFORT, INC
CITY BY CITY...	COMMERCE TECHNOLOGIES INC.
COCA-COLA BOTTLERS'	TRESICS..
ERIC JAY LTD.	USA LEGWEAR LLC. .
NINE WEST ..	REAL UNDERWEAR INC
AUTHENTIC WAREHOUSE LLC	STARGATE APPAREL
EASTSTAR SOLUTIONS LTD...	HYPARD TRADING CORP
LENNOX INDUSTRIES INC	ORIGINAL GOURMET
SILVER BUFFALO LLC.	ROMEO & JULIETTE INC
HDS TRADING CORP...	VISTAR-LIBERTY
RALPH LAUREN CORP...	NEW DIRECTION
LT APPAREL GROUP.	NOVELLE MODE INC.
POINT VERDA GIFTS &	PARAMOUNT COFFEE COMPANY
SPERRY	HOMEVIEW DESIGN
HOME CITY INC..	JIM'S FORMAL WEAR
IWORLD	SOULSTAR CREATIONS LLC . .
ASSOCIATED FOOTWEAR, INC...	WOLFPACK BRANDS LLC
KA AND F GROUP, LLC	VCS GROUP
WILLIAM CARTER CO	NKOK, INC.
TRANSPORT SOLUTIONS	TEAM BEANS LLC...
BELLDINI, INC	NIFTY HOME PRODUCTS, INC
JACKSON CORP	SCHWAB PACKAGING
RARE EDITIONS .	GLOBAL TIME
AUBURN HOSIERY MILLS INC.	GILLI
N.E. BRANDS LLC.	ADTN INTERNATIONAL, LTD...
MIKEN CLOTHING, CO	GMA ACCESSORIES INC.
D-L INCENTIVES	EVERGREEN USA LLC
TOO GOOD GOURMET, INC...	CALERES INC
BEN ELIAS INDUSTRIES CORP.	JSSI.

Suppliers, Trade Creditors & Other Vendors

JOCKEY	THE HERSHEY CO
RDC GARSON, LLC	GOLDEN TOUCH/GLOBAL GOLD/LA
GBG DENIM USA LLC	MIA SHOE
ELUM DESIGNS, INC. . .	YMI JEANSWEAR INC.
A BASIX	RUSSELL STOVER CANDIES, INC
SELF ESTEEM	ONE JEANSWEAR GROUP . .
VF JEANWEAR	TZUMI ELECTRONICS LLC
CLARINS FRAGRANCE GROUP	USPA ACCESSORIES, LLC
WHITE MARK UNIVERSAL INC	AMERICAN INTERNATIONAL IND
THE MAZEL COMPANY	HANES UNDERWEAR
APPOLO JEANS	HYPNOTIC HATS LTD.
DYNASTY APPAREL CORP...	MAX SALES GROUP
USA LEGWEAR LLC	WOLVERINE
GINA GROUP LLC...	NINA FOOTWEAR CORP. . .
BYER CALIFORNIA. ...	3FORTY INC
DECORWARE	JBL TRADING
KIDZ CONCEPTS LLC .	FREEZE...
AMRAPUR OVERSEAS INC.	AMIEE LYNN ACCESSORIES....
MIRACLESUIT	PACIFIC TEAZE, INC.
RELIABLE OF MILWAUKEE	TZUMI INNOVATIONS .
DGL GROUP, LTD.	LOUISE PARIS LTD.
HAMMOND'S CANDIES.....	MYRID TRADING . . .
LA MAIN CONNECTION	JCS APPAREL GROUP, INC
BETESH GROUP/ SME	ACCESS POS
AS BEAUTY, LLC	LADY JAYNE LTD.
CHF INDUSTRIES INC	GILDAN USA INC
R & M RICHARDS	ANDREW GELLER/ FOOTWEAR
COTTAGE DOOR PRESS, LLC	GOLD MEDAL, INTERNATIONAL
EASY STREET	MAXCOLOR, LLC
MICHEL GERMAIN PARFUMS LTD	LCG SALES...
ES ORIGINALS/ NAUTICA	HANESBRANDS, INC
INTERNATIONAL INTIMATES,	VERY G SHOES
TOO GOOD GOURMET, INC	GELMART INDUSTRIES INC
CARUSO'S COFFEE, INC.	NOTHIN' BUT NET CLOTHING
LUCKY BRAND DUNGAREES,	VALUE MAX PRODUCTS
CDB APPAREL INC.	ACI INC...
PONTE VEDRA GIFTS	TARA TOY
SWISSCO LLC. . .	BEE INTERNATIONAL INC.
MAX SALES GROUP INC...	IMAGININGS 3, INC.
MOOVWEB	THE JEWELRY GROUP.
GLOBAL BEAUTY CARE, INC	ADVENTURE FURNITURE
BEN ELIAS INDUSTRIES...	MULTIPET INTERNATIONAL,
RENSHUN ACCESSORIES	EASTSTAR SOLUTIONS, LTD
PRIMITIVES BY KATHY	FASHION MOVING FORWARD INC
DENNIS EAST INTERNATIONAL	RAVIYA INC.
BYER CALIFORNIA...	UPSTREM INC. .

Suppliers, Trade Creditors & Other Vendors

DAVID'S PLACE OFFPRICE	ROSETTI HANDBAGS &
DAVID ALLEN ACCESSORIES...	KIRAN JEWELS INC
H & M TRUCKING, INC	MASTERPIECES INC
HYBRID PROMOTIONS, LLC...	LAMO SHEEPSKIN, INC
WPROMOTE LLC	VINCE CAMUTO LLC- PL
POOF APPAREL CORP.	MMS
YOUNG'S INC....	PETRA INDUSTRIES INC
JOYWEAR	FASHIONLAND. .
YMI JEANSWEAR INTERNATIONAL	BAILEY BLUE, LLC
OVERSEAS DIRECT IMPORT CO	ALFRED DUNNER INC.....
UIDC ALTARE CORP ..	GC SHOES CORP.
30 WATT HOLDINGS, INC	FLORA BUNDA INC.
TEXTISS USA	E&E CO LTD DBA JLA HOME
TIMCO LOGISTICS SYSTEMS	MARSALA MANUFACTURING CO.
HONTUS MILANO	SPORTS PRODUCTS OF AMERICA
XPC LLC	SEENA INTERNATIONAL . .
PEM AMERICA INC	LINZY TOYS, INC.
WHITE MOUNTAIN .	SASHA..
CYRUS KNITS	SANDER SALES ENTERPRISES
CHATEAU INT'L INC..	AKAMAI TECHNOLOGIES
SBNW, LLC .	ROBERT ENTERPRISES..
NOVEAU EYEWEAR	JUSTIN BRANDS, INC
LITTLE HIPPO BOOKS, LLC	DBA BON BEBE
ISACO INTERNATIONAL CORP	FASHION RIVER CO LTD...
YANKEE CANDLE COMPANY, INC	SPIRIT LEATHER WORKS
VERITIME INC.	BABY MAINTENANCE PROG, LLC.
BUENO OF CALIFORNIA	HORIZON GROUP USA INC
MELISSA & DOUG LLC...	ISAAC JACOBS INTERNATIONAL.
COMMONWEALTH SOAP	NAINI INFOTECH INC
AVALON APPAREL..	CEJON ACCESSORIES, INC.
SCHWAB PACKAGING LLC . .	TERRAMAR SPORTS INC
GLOBAL AMICI INC.	ENTERPRISE RENT-A-CAR
HERITAGE TRAVELWARE LTD.	BEAU BAIN LLC.
HATCH BEAUTY BRANDS, LLC	AVERY DENNISON
WABASH VALLEY FARMS, INC	PVH-VAN HEUSEN
YANKEE CANDLE COMPANY, INC.	SEARCH DISCOVERY, INC
E&E SHOE BROKERAGE	SELLERS PUBLISHING, INC . .
FGX INTERNATIONAL INC.	FU DA INTERNATIONAL ...
IVL HOLDINGS, INC. . .	AMERICAN BOOK CO
NETJETS AVIATION INC.	SAKAR INTERNATIONAL INC...
TRAU & LOEVNER OPERATING CO	WEST COAST JEWELRY, INC
7 ISLANDS FASHION...	FENCEPOST . . .
GROUP SALES INC .	DICK LAVY TRUCKING, INC
WATERS INDUSTRIES, INC.	AX PARIS USA LLC
B&G SALES INC.	HAPPY THREADS LLC
VANDALE INDUSTRIES, INC	OUTDOOR CAP CO

Suppliers, Trade Creditors & Other Vendors

IGLOO PRODUCTS CORP	SMARTPOINT LLC
MCB NYC LLC	TANYA CREATIONS, INC.
NATURAL COLLECTION CORP	FASHION AVENUE KNITS LLC.
WHO SAYS INC.	CALERES, INC. ECOMM
PETLOU, INC.	AMERICO.
REFLEX...	LIVERAMP, INC
FASHION ACCENTS	ACCERTIFY INC
RELAXUS PRODUCTS LTD	VIVATEX HOME COLLECTIONS,
MEGA WEAR, INC.	HOME FASHIONS DISTRIBUTOR,
DREAMWEAR INC...	TRESICS...
REDWOOD MULTIMODAL	AA FASHIONS INC.
MARS SNACKFOOD US LLC	PAPERCUT CLOTHING LLC...
SKYE'S THE LIMIT	MEYER CORP.
KLONE LAB LLC	GRACO
M HIDARY & CO INC...	FRENCH TOAST.COM LLC
INTER PARFUMS USA, LLC. ...	MYSTIC APPAREL LLC..
SHEWAK LAJWANTI HOME	RELIABLE OF MILWAUKEE...
CURE APPAREL LLC & LIBERTY	MERKURY INNOVATIONS, LLC.
KNIGHTS APPAREL	BEYOND, INC.
ALLIANCE SHIPPERS INC	MIA SHOES
DANECRAFT INC.	BAILEY BLUE LLC
DELMAR MFG LLC	TIME2MARKET CLOUD SERVICES LLC
LIFEWORKS TECHNOLOGY GROUP	PIEGE
JOSMO- KENSIE	PROPET USA
FRED DAVID INTL USA INC.	
UIDC ALTARE CORP	

Stage
Conflicts Check

Utility Providers

CITY OF EDINBURG/UTILITIES	RUMPKE WASTE & RECYCLING	CITY OF WYOMING MICHIGAN	Morehead Utility Plant Board
PSNC ENERGY	ASSET IMPACT INCORPORATED		VEOLIA
CITY OF CARTHAGE-01	ARG SERVICES OF WNY INC	CITY OF ELGIN UTILITIES	TOWN OF AMHERST
CITY OF FARMINGTON-01	LT DISPOSAL INC	CITY OF HONDO	Maysville Utility Commision
GEUS - CITY OF GREENVILLE	WASTE PATH SERVICES LLC	City of Mustang	Columbia Gas
CITY OF SAN MARCOS	GRANT WATER & SANITATION DISTRICT	NV ENERGY	MASON CO GARBAGE
CITY OF MT PLEASANT	PARISH OF JEFFERSON DEPT	Southwest Gas Corporation	FLORIDA POWER & LIGHT
CITY OF PARIS UTILITY DEPT.	SOLID WASTE EQUIPMENT CO INC	Town of Gardnerville	CITY OF MACCLENNY
CITY OF ROCKWALL	CITY OF LITTLETON	Gabrielsen & Company	TOWN OF LOUISA
CITY OF ALICE-01	BLUE HEN DISPOSAL-ALL INC	CITY OF PLEASANTON	RAPPAHANNOCK ELECT
CITY OF ROSWELL-01	HAPPY TRASH LLC	City of Marble Falls	Sequachee Valley Electric
CITY OF ATHENS-01	IRON WORKS STEEL SUPPLY LLC	Pedernales Electric Cooperative Inc.	Marion Gas & Water Works
CHESTERTOWN UTILITIE	WASTE MANAGEMENT OF NEBRASKA INC	Piney Woods Sanitation	Priority Waste
ROCKBRIDGE COUNTY PU	PLYMOUTH PLAZA INVESTORS LLC	Lumberton Municipal Utility Dist.	Shelbyville Municipal Water
HOPKINSVILLE ELECTRIC SERVICE	CITY OF RUSSELVILLE	CITY OF AZLE	CITY OF PLYMOUTH
PIEDMONT NATURAL GAS.	EVAN PAR SOLID WASTE	CITY OF FLORESVILLE	Dominion Virginia Power
NASHVILLE ELEC. SER	PINEY WOODS SANITATION INC	FLORESVILLE ELECTRIC LIGHT & POWER SYSTEM	Persia Utility District
DYERSBURG ELECTRIC	COMMUNITY WASTE DISPOSAL LP	Diamondhead Water & Sewer	Holston Electric Coop.
MADISONVILLE MUNICIP	BAY-CAL NETCO INVESTMENTS INC	Coast Electric Power Assoc.	Rogersville Water Commission
HOPKINSVILLE WATER E	SHANK WASTE SERVICE INC	CITY OF EASTLAND	Hawkins County Gas Utility
METRO WATER SERVICES	CITY OF FALFURRIAS	CITY OF WOODVILLE	Campbellsville Water & Sewer
DYERSBURG GAS & WATE	PAPILLION SANITATION	CITY OF TRINIDAD	Taylor County RECC
GLOUCESTER COUNTY UTL DEPT	HERRINGSHAW WASTE MANAGEMENT	D.F. NICKERSON LLC	City Of Campbellsville
TRI-GAS & OIL	WASTE CONNECTIONS OF TEXAS LLC	Twin Enviro Services	City Of McMinnville
SOUTH JERSEY GAS CO.	COASTAL ENVIRONMENTAL SERVICES	WCA Waste Corporation	McMinnville Electric System
CALVERT COUNTY TREAS	CUMBERLAND SERVICES LLC	CLARKSVILLE LIGHT & WATER CO.	City Of Henderson
CITY OF WAYNESBORO	DEEP SOUTH CONTAINERS LLC	ARKANSAS WESTERN GAS COMPANY	City of Union City
CITY OF COVINGTON	TOLSON INVESTMENTS.	W & W Dumpster Svc	Union City Electric System
MON POWER	NORTH ALABAMA DUMPSTERS LLC	Newport Municipal Water Co.	Newport Utilities
SCE & G	MCMICHAEL WASTE SERVICES LLC	ARKADELPHIA WATER UTILITIES	Jefferson Cocke-Gas Utility
CITY OF GEORGETOWN-01	JBL DISPOSAL	Forrest City Water Utility	First Piedmont Corp
GETTYSBURG MUNICIPAL	BILLY GOAT LLC	SOUTH COAST GAS	Delta Natural Gas Co., Inc
MET-ED	T & S TRASH SERVICE	LAFOURCHE PARISH WATER DIST	Water Service Corp. of KY
MECKLENBURG ELECTRIC	HAWLEY DISPOSAL SERVICE LLC	Virgin Valley Disposal, Inc.	MT. Sterling Water & Sewer
HUMBOLDT UTILITIES	KENDALLVILLE IRON & METAL INC	VIRGIN VALLEY WATER DIST	City of Laurinburg
CITY OF MARION-01	PRIORITY WASTE SERVICES	OVERTON POWER DIST.	MonPower
TOWN OF WYTHEVILLE	FLOWERS SANITATION INC	PAGE ELECTRIC UTILITY	City Of Buckhannon
WASHINGTON GAS	NEXUS DISPOSAL LLC	City of Riverton	Vectren Energy Delivery
CITY OF GEORGETOWN-02	PARR CONTAINER SERVICES LLC	Community Entry Services	Lebanon Utilities

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Utility Providers

CITY OF ASHTABULA OH	BEST VALUE SERVICES LLC	Rocky Mountain Power	River Valley Waste Management
SOUTH PARK PLAZA INC	TMM INVESTMENTS LTD	CITY OF SEALY, TX	Casella Waste Systems
TOWN OF EDENTON UTIL	CONSTELLATION NEWENERGY INC	CITY OF CORPUS CHRISTI	Village of Sidney
CITY OF BEAUMONT-01	AMWASTE OF LOUISIANA LLC	CITY OF LIVINGSTON	Bayside Limited Partnership
WINCHESTER UTILITY S	WEMIGA WASTE INC	CITY OF BURLEY	City Of Morganfield Gas & Water
MARSHALL COUNTY GAS	MAYSVILLE-MASON COUNTY LANDFILL	INTERMOUNTAIN GAS	Town Of Elkin
LAWRENCEBURG POWER S	M&R SERVICES	City of Heber Springs- Sanitation	City Of Oxford
CITY OF ALEXANDER CI	SV&E REFUSE SERVICE LTD	FIRST ELECTRIC COOP	River Valley Waste
MUNICIPAL UTILITIES BOARD	GREEN CITY WASTE AND RECYCLE SOLUTIONS INC	IDAHO POWER	Aqua Pennsylvania
CHESAPEAKE UTILITIES	SEDORE INC	Marick's Waste Disposal, Inc.	UGI PENN NATURAL GAS
ELK RIVER PUBLIC UTILITY DISTRICT	KC DUMPSTER COMPANY	CITY OF LAGRANDE	PPL Electric
CITY OF BEDFORD	LCI SERVICES INC	AVISTA	City of Richmond Hill
NEW GARDEN TOWNSHIP	KIMBLE RECYCLING & DISPOSAL INC	OREGON TRAIL ELECTRIC	Beaver Dam Water Works
PARIS-HENRY CO GAS U	AAA SANITATION INC	TOWN OF AMITE	Kenergy
CITY OF MANASSAS-01	COMMUNITY OPPORTUNITIES INC	Batesville Utilities	Sylacauga Utilities Board
CITY OF SEAFORD	DORSEY DUMPSTER	Public Serv. Co. Of Oklahoma	City of Sylacauga
BOARD OF PUBLIC UTIL	ROYAL OAKS LANDFILL	Georgia Power	Bliss Environmental Service Inc
THE BIRMINGHAM WATER	ST MARYS AREA WATER AUTHORITY	Gas South	City of Oneida
TOWN OF PLYMOUTH	LINDBLOM SERVICES, INC	City Of Rincon	Pike County Light & Power Co.
WASTE INDUSTRIES INC	EXCEL DISPOSAL LLC	City of Commerce	UGI PNG, INC
FT.PAYNE IMPROVEMENT	MILLENNIUM WASTE	Roll Off Systems, Inc.	Iowa American Water
CITY OF DANVILLE	SUTTON DISPOSAL SERVICE LLC	Jackson EMC	Iowa America Water
CITY OF CRYSTAL CITY	FUEL CENTER PLUS INC	Hermiston Energy Service	MidAmerican Energy
GLASGOW WATER CO	RANDOLPH COUNTY SHELTERED INDUSTRIES INC	City Of Hermiston Oregon	City of Davenport
CITY OF ST.ALBANS	DIXIE DUMPSTER	Cascade Natural Gas Corp	City of Moline
MOUNTAIN WATER DISTR	APACHE DISPOSAL INC	City Of Marianna	IL American Water
AMEREN UE-01	HINE ENVIRONMENTAL SERVICES LLC	Florida Public Utilities	Ameren
CITY OF ELIZABETHTON	THUMB DISPOSAL & CONTAINER SERVICES	Northwest Alabama Gas Dist.	Cass County Electric Coop
BUCHANAN CO SANITATION (498-4403)	PREMIER WASTE SOLUTIONS LLC	Alabama Power	City of Fargo
RUMPKE CONSOLIDATED COMPANIES	CRAWFORD COUNTY OH	City of Presidio	City of Grand Forks
MCALLEN PUBLIC UTILITY	UGANSKI ROLL-OFF SERVICES	Winnemucca Water & Sewer	Nodak Electric Coop
OLD DOMINION POWER	HANDI-SHOP INC	Desert Disposal	City Water Light & Power
COLUMBIA GAS OF KENTUCKY	KC DUMPSTERS LLC	City of Senatobia	Ameren Illinois
CITY OF SOMERSET UTI	LAFOURCHE PARISH WATER DIST #1	Ada City Utilities	Spire
PAINTSVILLE UTILITES	CITY OF COLUMBIA	National Waste & Disposal Inc.	Madison Gas & Electric
MADISON WATER & SEWA	BARRY MOORE INDUSTRIES	CITY OF BROKEN ARROW	Des Moines Water Works
CITY OF ST.ALBANS MUNICIPAL UT	WATER WORKS DISTRICT NO.3	Pedernales Electric Cooperative	MidAmerican
TOWN OF SOUTH HILL	PEDERNALES ELECTRIC	Hill Country Waste Solutions	City of Grand Island
PIKE CO. SOLID WASTE	BRYAN CITY INCOME TAX	City of Fallon	NorthWestern Energy

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Conflicts Check

Utility Providers

CITY OF NORTON	LUMBERTON MUNICIPAL UTILITY DI	The Town Of Centre	Waterloo Water Works
TOWN OF WISE	SPRING CYPRESS UTILITY	DeKalb Cherokee Counties Gas	Caseyville Township Sewer
CITY OF LOGAN/WATER	VISTA RECYCLING	Cherokee Electric Cooperative	City of O'Fallon
CITY OF ROXBORO	TEXAS DISPOSAL SYSTEM,INC.	Advanced Disposal	City of Wichita
BUCHANAN COUNTY PUBLIC	COLUMBIA GAS OF VIRGINIA	CITY OF ALICE	Kansa Gas Service
C & S DISPOSAL INC	BROWNSVILLE PUBLIC UTILITIES BOARD	Cullman Power Board	Westar
MAYFIELD ELEC & WATE	CITY OF COLONIAL HEIGHTS	Cullman-Jefferson Counties	City of Topeka
MUNICIPAL UTILITIES-01	HANOVER COUNTY	City of Klamath Falls	Kansas Gas Service
SOLID WASTE SER W.VA	CITY OF TAHLEQUAH	Waste Management of Oregon	City Utilities of Springfield
SUMMERSVILLE WATER W	ATLANTA UTILITIES	City of Lytle	Maguire Equipment
NICHOLAS SANITATION	PLAQUEMINE CITY LIGHT & WATER	PARIS-HENRY CO GAS U	Lakeport Commons Center
AUGUSTA COUNTY SERVICE AUTHORITY	CITY OF BELEN-01	BOARD OF PUBLIC UTILITIES	KCP&L
MIDLAND PUBLIC SERVI	CITY OF BRADY	HUMBOLDT UTILITIES	City of St. Joseph
CITY OF WASH.C.H.	CITY OF CORTEZ-01	ELK RIVER PUBLIC UTI	MO American Water
DOMINION HOPE	CITY OF DE QUEEN	WINCHESTER UTILITY S	City of Fremont NE
DAYTON POWER & LIGHT COMPANY	CITY OF GRANTS-01	WINCHESTER UTILITIES	Sioux Falls Utilities
LAWRENCE CO.SOLID WA	CITY OF KINGSVILLE WATER DEPT	MADISONVILLE MUNICI	Lincoln Electric System
TYGARTS VALLEY SANITATION INC	CITY OF LITTLEFIELD	Madisonville Municipal	City of Lincoln Water & Waste
PENDER'S DISPOSAL SE	CITY OF LOVINGTON-01	HOPKINSVILLE WATER	West Des Moines Water Works
JOHNSTOWN WATER DEPT	CITY OF SNYDER UTILITY DEPT	HOPKINSVILLE ELEC. S	Independence utilities
FORT PAYNE WATER WOR	CITY OF WEATHERFORD-01	AmeriGas	City of Independence Utilities
LIPPINCOTT'S RUBBISH	GREEN COUNTRY SANITATION INC	SOUTHSIDE ELECTRIC COOP	KC Water
TOWN OF WALLACE	HARPER SANITATION SERVICE INC	TOWN OF BLACKSTONE	Ameren Missouri
GROLL'S DISPOSAL	LEA COUNTY ELECTRIC CORP.	METRO WATER SERVICES	City of Nampa
MIDDLE TENN ELECTRIC	MENA WATER & SEWER DEPARTMENT	Nashville Electric Service	Colorado Springs Utilities
ERIE WATER WORKS	NATIONAL WASTE INC	Piedmont Natural Gas	Rib Mountain Sanitary Dist
CITY OF SIDNEY	PAULS VALLEY MUNICIPAL AUTHORI	WASTE INDUSTRIES INC	Wisconsin Public Service
WILMINGTON UTILITY	RATON PUBLIC SERVICE CO	AMERICAN ELECTRIC PO	City of Peoria
HILLSBORO PUBLIC UTI	SOUTHERN DISPOSAL INC	ATMOS ENERGY-LOUISVILLE	Illinois American Water
CITY OF TIFFIN	SUMMIT NATURAL GAS OF MISSOURI INC.	TOWN OF WYTHEVILLE	Greater Peoria Sanitary Dist
OHIO VALLEY GAS CORP	TAHLEQUAH PUBLIC WORKS AUTH	Waste Industries	Cedar Rapids Municipal Utilities
TELL CITY ELECTRIC	CITY OF JACKSONVILLE - NC	MECKLENBURG ELECTRIC	Alliant Energy
CITY OF CIRCLEVILLE	CITY OF CONWAY	CITY OF EMPORIA	City of Southaven
CITY OF CENTRALIA	COLUMBIA CITY UTILITIES	DUKE ENERGY	Vectren
BRYAN CITY CLERK	BURGMEIER'S HAULING INC	Piedmont Gas	City of Lafayette IN
OHIO GAS CO	T.W. PHILLIPS GAS & OIL CO	CITY OF EDEN	Columbia Gas KY
VAN WERT WATER WORKS	CAPE MAY COUNTY HERALD	CITY OF EDEN	KU
CITY OF MT VERNON UT	JACKSON UTILIES DEPT.	COLUMBIA GAS	Carroll Electric Cooperative
KENTON WATER WORKS	ARAB ELECTRIC COOPERATIVE, INC	TOWN OF SOUTH HILL	City of Coralville
NEW ALBANY LIGHT,GAS	CITY OF MOUNDSVILLE WATER DEPT	DOMINION VA POWER	Public Works & Utilities

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Conflicts Check

Utility Providers

CITY OF BUCYRUS	FOSTER TOWNSHIP	Davis Disposal	Best Value Services
PSE&G CO	MUNICIPAL AUTHORITY OF	A & N ELECTRIC COOPERATIVE	Council Bluffs Water Work
P.T.M.U.A.	QUALITY ROLL OFF SERVICE	DELMARVA POWER	City Utilities
FREMONT CITY WATER 143553002	EVERSOURCE ENERGY	CITY OF ROXBORO	Indiana Michigan Power
JCP & L	CASELLA WASTE MGT, INC.	Duke Energy Progress	NIPSCO
SOUTHSIDE ELECTRIC COOPERATIVE	VERMONT GAS SYSTEMS,INC.	PSNC	Mishawaka Utilities
TOWN OF FRANKLIN	SOUTHEAST BRUNSWICK	TOWN OF PLYMOUTH	Montana-Dakota Utilities
J & B DISPOSAL INC	BRUNSWICK ELEC MEMBERSHIP CORP	DOMINION NC POWER	Rapid City Utility Billing
TOLSON INVESTMENTS	NEWPORT MUNICIPAL WATER COMPAN	Green Earth, LLC	Dakota Electric
TOCCOA NATURAL GAS	TOWNSHIP OF UPPER DEERFIELD	CITY OF WAYNESBORO	City of Burnsville
ATMOS ENERGY-	NATIONAL GRID.	ROCKBRIDGE COUNTY PU	City of Woodbury
MATHESON TRI-GAS	Comcast	C & S DISPOSAL INC	South Valley Sewer District
CENTER POINT ENERGY	Texas Alarm	CHESTERTOWN UTILITIE	Dominion Energy
SAINT MARYS SEWER SERVICE	East Texas Alarm	TRI-GAS & OIL	City of South Jordan
CITY OF EMPORIA	Protection One	CITY OF POCOMOKE CITY	Riverdale City
CITY OF COPPERAS COVE-01	Matheson & Associates	Chesapeake Waste Industries, LLC	Meridian
CITY OF ORANGE	West Fire Systems, Inc	TOWN OF ROCKY MOUNT	Denver Water
CLECO POWER LLC	Johnson Controls Fire Protection	SML Garbage	City of East Peoria
STARKVILLE ELEC & WATER DEPT	Stanley Convergent Security Solutions, Inc.	CITY OF COVINGTON	WE Engies
CITY OF WEST MONROE-01	EMEDIA NETWORKS INC.	CALVERT COUNTY TREAS	Kenosha Southport LLC
CITY OF ALEXANDRIA	Mood Media	WASHINGTON GAS	Duke
LUS-01	GRANITE TELECOMMUNICATIONS	Goode Company	Verendrye Electric Coop
AMERENUE	GRANITE	SMECO	City of Minot
MISSOURI AMERICAN WATER CO	PANHANDLE COOPERATIVE INC.	CITY OF MANASSAS	Valparaiso City Utilities
TOWN OF ELKTON	CenturyLink	WASTE MANAGEMENT INC	Village of Ashwaubenon
PRINCETON WATER&WASTEWATER	EMBARQ/10765	Rio Grande Associates LP	Metropolitan Utilities District
EASTON UTILITES COM	Century Link	ATLANTIC CITY ELECTRIC	Omaha Public Power District
CITY OF MEXICO	WINDSTREAM	SO.JERSEY GAS CO.	City of Wyoming
APPALACHIAN POWER COMPANY	SBC/AT&T	B&D Recycling	City of Bismarck
PNM ELECTRIC & GAS SERVICES **	BELLSOUTH/ AT&T	Dave's Trash Removal	Kochville Township
CITY OF AZLE -UTILITY BILLING	CENTERPOINT ENERGY	CHESAPEAKE UTILITIES	CITY OF ROSENBERG
ST JOHN THE BAPT PARISH UTILIT	CITY OF NACOGDOCHES WATER	CITY OF SEAFORD	Indiana American Water
CITY OF MANDEVILLE	GDF SUEZ	Blue Hen Dispose-All	Seymour Municipal Sanitation
CITY OF JACKSONVILLE - TX	City of Mt. Pleasant	Shenandoah Valley Elect Coop	Best Way Disposal
CITY LIGHT GAS AND WATER	Southwestern Electric Power	Udike Industries, Inc.	VECTREN ENERGY DELIV/ 6248
ST LANDRY SOLID WASTE DISPOSAL DISTRICT	CITY OF KINGSVILLE	TOWN OF LURAY	MADISON WATER & SEWA
CITY OF MCALESTER-01	Engie	HRUBS	CITY OF HAYS
WEST HELENA WATER CO.	City Of Gilmer	Virginia Natural Gas	MIDWEST ENERGY INC.
TRIPLE T TRUCKING CO. INC.	SWEP/CO/American Elect. Power	HRUBS	Ideal Refuse

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Utility Providers

KIT CARSON ELECTRIC CO-OP, INC	Reliant	GLOUCESTER CO UTILITIES	BRIDGESTONE MUD
JACKSONVILLE WATER CO	CITY OF JACKSONVILLE	HRSD	HARRIS COUNTY MUD# 132
CITY OF CLEVELAND-01	Republic Waste	TOWN OF BRATTLEBORO	Greensburg Municipal Water
NORTHEAST UTILITIES	CITY OF PARIS	SUBURBAN PROPANE	Best Way Disposal Inc.
SOUTHWESTERN ELECTRIC POWER 01	Sanitation Solutions	Goodenough Rubbish	Sewerage System Service
LACKAWANA RIVER BASIN SEWER CO	CITY OF CENTER	TRIPLE T TRUCKING CO.	Area Disposal Srvc Inc-Ln
SOUTH KENTUCKY RURAL ELECTRIC CORPORATION	City of Kilgore	Green Mountain Power	RLP Development
LEWISBURG ELECTRIC SYSTEM	City of Greenville	CITY OF MILFORD	Hannibal Board of Public Works
C & H DISPOSAL SERVICE INC.	Atmos Energy	City of Milford	Liberty Utilities
UNS ELECTRIC, INC	CITY OF MARSHALL	City of Hopewell	Big River Disposal
SKIP'S REFUSE SERVICE	AMERICAN ELECTRIC POWER	VIRGINIA AMERICAN WATER	CITY OF GUYPON
ENERGY UNITED	City of Palestine	Container First Services	Tri-County Electric
AMERIGAS - KENBRIDGE VA	ATMOS	Waste Industries of Maryland	CITY OF GARDEN CITY
LG&E CO., INC	Orange County Water Control	ELKTON GAS	VICTORY ELECTRIC COOP
SAVANNAH UTILITY DEPARTMENT	ENTERGY	TOWN OF ELKTON	Brask Mall Services
CARTHAGE WATER & ELECTRIC	City of Carthage	EASTON UTILITIES COMMISSION	CITY OF DODGE CITY
ROLL-OFF SYSTEMS, INC.	Waste Connections of Texas	NEWPORT NEWS WATERWORKS	CITY OF ARKANSAS CITY
LAUNDALE HARRIS SR.	CITY OF CONROE	VIRGINIA GAS	City of Pittsburg
W & W DUMPSTER SERVICE	CITY OF STEPHENVILLE	CITY OF COLONIAL HEIGHTS	MISSOURI GAS ENERGY
CITY OF DECATUR	BRYAN TEXAS UTILITIES	TOWN OF APPOMATTOX	CARTHAGE WATER & ELETRIC
CENTRAL TEXAS REFUSE, INC.	CITY OF LONGVIEW WATER	County Waste	Heartland Waste
MAGUIRE EQUIPMENT INC.	Reliant/NRG	TOWN OF FRONT ROYAL	Henry County Water Co
SCOTT SOLID WASTE-TN	City of Copperas Cove	AMERIGAS	City of Warrensburg Sewer
JACKSON PARISH POLICE JURY	Texas Gas Service	American Disposal Commercial Svcs	Missouri American Water
ENTERGY-04	City of Weslaco	TOWN OF WARRENTON	AMEREN UE
CITY OF CANTON	CITY OF MINERAL WELLS	DOMINION VA POWER	City of Excelsior Springs MO
DICKSON ELECTRIC DEPARTMENT	Waste Connection	TREASURER HANOVER CO	CHILLICOTHE MUNICIPAL UTILITY
WATERWORKS & SEWER BOARD	CITY OF ROMA	VIRGINIA NATURAL GAS INC	EMPIRE DISTRICT
OPP UTILITIES BOARD	Grande Garbage Collection	NEW GARDEN TOWNSHIP SEWER AUTH	MARSHALL MUNICIPAL UTILITIES
BATESBURG-LEESVILLE	BAY CITY GAS	PECO ENERGY	Summit Natural Gas of Missouru
CHESTER COUNTY	CITY OF BAY CITY	TOWN OF EDENTON UTILITIES	City Utilities/MO
MONROEVILLE WATER WORKS	Ameriwest League City	QUALITY GAS SERVICE	City of West Plains
CITY OF WHITEVILLE	CITY OF LEAGUE CITY	TUCKASEIGEE WATER & SEWER	City Light, Gas, & Water
CHESTER METROPOLITAN DISTRICT	SAN ANTONIO WATER SYSTEM	DUKE POWER	CITY OF CRYSTAL CITY
CITY OF SANFORD	Waste Management	PSNC	AMEREN UE
CITY OF CORDELE	CITY PUBLIC SERVICE	BCDA, LLC	Laclede Gas
BOARD OF PUBLIC WORKS	CITY OF VICTORIA	DUKE POWER CO	MISSOURI-AMERICAN WATER
BLUE RIDGE ELEC COOP INC	Waste Mgmt - Southeast Texas	CITY OF MARION	CITY OF MEXICO-Missouri
CRISP COUNTY POWER COMMISSION	CITY OF CORPUS CHRISTI PUD	CITY OF CONWAY	Dayne's Waste Disposal, Inc.

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Utility Providers

MARK DUNNING INDUSTRIES	Republic Services	SOLID WASTE AUTHORITY	Handi-Shop
CITY OF WEST PLAINS-01	CITY OF DUNCANVILLE	SANTEE COOPER	CITY OF MOBERLY
THE UTILITIES BOARD OF THE CITY OF OZARK	CITY OF SEGUIN	NYSEG	Randolph Co Sheltered Ind
LYNCHES RIVER ELECTRIC COOP.	Centerpoint	K & D Disposal, Inc.	CITY OF KIRKSVILLE
PICKENS WATER DEPARTMENT	Apache Disposal Inc.	SO. JERSEY GAS	AMEREN-UE
RIGBY OIL CO INC	City of Pinehurst	TOWN OF UPPER DEERFIELD	KEOKUK MUNICIPAL
SOUTHEAST ALABAMA GAS DISTRICT	CITY OF ATHENS	C&H Disposal Service Inc.	ALLIANT UTILITIES
THE CITY OF GENEVA	CITY OF SILSBEE	FAYETTEVILLE UTILITIES	RAY BRADLEY, INC.
WATER WORKS & SEWER BOARD	CITY OF DEL RIO	THE BIRMINGHAM WATER	MT. PLEASANT UTILITIES
CITY OF LANCASTER UTILITY SERVICE DEPARTMENT	City Of Brownwood	LAWRENCE CO SOLID WASTE	Lance Refuse Service
BAYS TRASH REMOVAL, INC.	CITY OF ARDMORE	LAWRENCEBURG POWER S	TOWN & COUNTRY SANITATION
DOGGETT DISPOSAL SYSTEMS INC.	OG&E	CITY OF ALEXANDER CITY	MADISON GAS AND ELECTRIC
NORTH GEORGIA ELECTRIC MEMBERSHIP CORPORATION	Oklahoma Natural Gas	ADVANCED DISPOSAL SERVICE	BRIDGEPORT SANITARY DIST
LUBBOCK POWER & LIGHT & WATER	City of Harlingen Waterworks	CITY OF TALLADEGA	VILLAGE OF MUKWONAGO
TRI-COUNTY ELECTRIC COOPERATIVE, INC.	TEXAS GAS SERVICES	West Penn Power	WE ENERGIES
CHARTER TOWNSHIP OF HARING	City of Corsicana	COLUMBIA GAS OF PENNSYLVANIA	City of Taylorville
BSS - BENFIELD SANITATION SERVICES	City of Waxahachie	MUNICIPAL AUTHORITY OF WESTMORELAND COUNTY	CITY OF CENTRAILA
CITY OF ST. JOHNS	WC of Texas	Municipal Authority of Westmoreland	City of Mt. Vernon
CHRISTOPHER PARTNERS,LLC	City of Portland	PENELEC	CITY OF MT VERNON UT
K&D DISPOSAL INC.	Republic	Pro Waste Services Inc.	VECTREN ENERGY
NATURAL ENVIRONMENTAL, INC.	CITY OF BEAUMONT	NATIONAL FUEL	MT VERNON WATER WORKS
CITY OF GRENADA	Infuse Energy	ERIE WATER WORKS	VEOLIA ENV SERVICES
HOPKINSVILLE SOLID WASTE AUTHORITY	CITY OF ODESSA	Tri-County Industries	Princeton Water & Sewage
APACHE WASTE, LP	CITY OF GALVESTON	MAYFIELD ELECT & WATER	WASHINGTON MUNIC UTIL
OHIO EDISON CO., INC	Sustainable Solutions Group	FT.PAYNE IMPROVEMENT	Veolia Environmental Services
CITY COMPTROLLER	CITY OF BEEVILLE	FORT PAYNE WATER WORKS	Linton Utilities
ST. LAWRENCE GAS COMPANY, INC	City of Gainesville	TOWNSHIP OF PENNSVILLE	REPUBLIC WASTE SERVICES
SALEM UTILITIES DEPARTMENT	GDF Suez/Engie	National Grid	Crawfordsville Electric Light&Power
GRANGER CONTAINER SERVICES, INC.	CITY OF GAINESVILLE UTILITIES	JOHNSTOWN WATER DEPT	Crawfordsville Utilities
THE BERKSHIRE GAS COMPANY	Precision Waste	MUNICIPAL UTILITIES	City of Wabash Wastewater
MORRISVILLE WATER & LIGHT	McALLEN PUBLIC UTILITIES	SOLID WASTE SER W.VA	Wabash Valley Refuse
TERREBONNE PARISH CONSOLIDATED	City of Cleburne	MOUNTAINEER GAS COMPANY	COLUMBIA CITY UTILITIES
TONS OF TRASH	CPS ENERGY	ALLEGHENY POWER	AEP INDIANA MICHIGAN POWER
AQUA PENNSYLVANIA INC	O. G. & E.	NICHOLAS SANITATION	CITY OF KENDALLVILLE UTILITIES
COCHISE COUNTY TREASURER	CITY OF LAREDO UTILITIES	SUMMERSVILLE WATER W	HUNTINGTON CITY UTILITIES
MEMPHIS LIGHT, GAS	KERRVILLE PUBLIC UTILITY BOARD	DOMINION HOPE	New Castle Utility
PONTOTOC ELECTRIC	CITY OF KERRVILLE WATER DEPT	MIDLAND PUBLIC SERVI	Big B Rubbish Removal

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Utility Providers

LEITCHFIELD WATER SEWER & GAS SYSTEM	CITY OF PORT LAVACA	MOUNTAINEER GAS CO.	GREENFIELD UTILITIES
SOMERSET TOWNSHIP MUNICIPAL	TEXARKANA WATER UTILITIES	TYGARTS VALLEY SANIT	Shelbyville Public Utilities
WASTE REDUCTION SYSTEMS, LLC	CITY OF PLAINVIEW	TOWN OF ALTAVISTA	Ray's Trash Service Inc.
VICTORY ELECTRIC COOPERATIVE	XCEL ENERGY	First Piedmont Corp.	Martinsville Water & Sewer
SOUTHERN PIONEER ELECTRIC COMPANY	SAN ANGELO WATER UTILITIES	Bays Trash Removal	Bedford City Utilities
TOWN OF EXMORE	City Of Borger Transfer Station	CITY OF BEDFORD	MIDWEST NATURAL GAS
PUBLIC SERVICES COMPANY OF OKLAHOMA	City of Borger	Bedford Regional Water Authority	OHIO VALLEY GAS CORP
HARING TOWNSHIP TREASURER	City of Pampa	ELIZABETHTON ELECTRIC	TELL CITY ELECTRIC
SOUTH COAST GAS CO. INC.	PUBLIC UTILITY BOARD	CITY OF ELIZABETHTON	BATESVILLE WATER & GAS UTILITY
OCW RETAIL- BELMONT, LLC .	City of Rockport	TOWN OF WOODSTOCK	Aurora Utilities
CITY OF MAGEE WATER & SEWER	CITY OF BIG SPRING	GLASGOW WATER CO	City of Harrison
WATERWORKS DISTRICT NO.6	NEW MEXICO GAS CO	GLASGOW ELECTRIC PLA	VECTREN ENERGY/6262
WILLMUT GAS CO.	CITY OF CARLSBAD	Waste ConnectionsMID-STATE RECYCLING	WILMINGTON UTILITY
CITY OF LIVE OAK	PNM ELECTRIC	HAZARD UTILITIES	DAYTON POWER & LIGHT
APPALACHIAN ELECTRIC COOPERATIVE	CITY OF ALAMOGORDO	HAZARD UTILITIES	GREENVILLE WATERWORKS
SEMCO ENERGY GAS COMPANY	PONCA CITY UTILITY AUTHORITY	AEP-Kentucky Power Company	DAYTON POWER AND LIGHT
JEFFERSON-COCKE GAS UTILITY	WATER DIST #1	Rumpke Consolidated Co.	CITY OF SIDNEY
CITY OF MONTROSE	BEAUREGARD ELECTRIC	CITY OF MOUNDSVILLE WATER DEPARTMENT	DP&L
JEFFERSON CITY WATER DEPT	College Station Utilities	C/O MOUNDSVILLE	City Of Bellefontaine
ALPENA POWER COMPANY	CITY OF ALTUS	Appalachian Power	GDF SUEZ ENERGY
CITY OF MADISON GA	EL PASO WATER UTILITIES	CITY OF LOGAN/WATER	P & R Disposal
ROANOKE RAPIDS SANITARY DISTRICT	EL PASO ELECTRIC CO	CITY OF LOGAN	DOMINION EAST OHIO
HILLSDALE BOARD	CITY OF MCALESTER	COLUMBIA GAS OF KY	CITY OF CELINA UTILITIES
HOLYOKE GAS AND ELECTRIC	PUBLIC SERVICE COMPANY OF OKLAHOMA	WINCHESTER MUNICIPAL	Maharg, Inc
MANSFIELD MUNICIPAL AUTHORITY	CONSOLIDATED WATER WORKS	KENTUCKY UTILITIES	VAN WERT WATER WORKS
HARRIS COUNTY M.U.D. #132	TERREBONNE PARISH COLISOLE	RUMPKE	Columbia Gas of Ohio
ACE WASTE SYSTEMS, INC	NEW MEXICO GAS	CITY OF BARNWELL	FREMONT CITY WATERWORKS
MOSDELL SANITATION INC	CITY OF PORT ARTHUR	SCE & G	Constellation
PULASKI SERVICE AUTHORITY	CITY OF EAGLE PASS WATER	PENDER'S DISPOSAL SE	Aqua Ohio, Inc
REAL DISPOSAL SERVICE, LLC	CITY OF JASPER	CITY OF SOMERSET UTI	Aqua Ohio Inc.
AMERIWASTE OF LEAGUE CITY INC	CITY OF ROSWELL	TOWN OF TAPPAHANNOCK	COLUMBIA GAS OF OHIO
RICHMOND TOWNSHIP MUNICIPAL	Waste Pro	Mountain Water District	CITY OF TIFFIN
BESTWAY CONTAINER SERVICE	CITY OF CLEVELAND, WATER DEPT	Kentucky Power Company	CITY OF BUCYRUS
LITTLE TRAVERSE DISPOSAL LLC	Bluebonnet	PIKE CO. SOLID WASTE	Crawford County Solid Waste
JEWELL'S DISPOSAL SERVICE	EPCOR WATER	TOWN OF WALLACE	KENTON WATER WORKS
WASTE CONNECTIONS OF MS INC	CITY OF CLOVIS	Tons of Trash (recycling)	OHIO EDISON
FORT BEND COUNTY M.U.D. #35	CITY OF WEATHERFORD	City OF ST. Albans Muni Utility Com	CITY OF LONDON
TOMBIGBEE ELECTRIC POWER ASSCO,	CITY OF BRENHAM UTILITIES	Matheson Tri-Gas, Inc.	CITY OF WASH.C.H.

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Utility Providers

LIVINGSTON COUNTY WATER	CITY OF HIDALGO	Corporate Services Conslt. LLC	PIKE NATURAL GAS COMPANY
TOWNSHIP OF ALPENA	LA GRANGE UTILITIES	PRINCETON WATER AND WASTEWATER DEPARTMENT	HILLSBORO PUBLIC UTILITIES
FORT BEND MUD # 115	TOWN OF TAOS	PRINCETON EPB	Department Of Public Utilities
ACI RECYCLING AND DISPOSAL	Kit Carson Electric Cooperative	WCA Waste	CITY OF GALLIPOLIS
CITY OF MOUNT VERNON	KIT Carson Electric Cooperative Inc.	ATMOS ENERGY-LOUISVILLE	CITY OF JACKSON UTILITY DEPT
CITY OF PARIS- KY	CITY OF CUERO	BRUNSWICK COUNTY PUBLIC UTILITIES	Cconstellation
BERT ADAMS DISPOSAL, INC	CITY OF SWEETWATER	Southeast Brunswick Sanitary Dist.	CITY OF MARIETTA WATER DEPARTMENT
SOLID WASTE AUTHORITY.	CITY OF BURLESON	BRUNSWICK ELECTRIC MEMBERSHIP CORP.	DOMINION EAST OHIO
CHIPLEY NATURAL GAS & WAT	WASTE CONNECTIONS	CITY OF THOMASVILLE	City of Logan
MOUNT VERNON WATER	LUBBOCK POWER&LIGHT&WATER	CITY OF THOMASVILLE	CITY OF CIRCLEVILLE
NEW BRAUNFELS UTILITIES	City of Grapevine	PIEDMONT NATURAL GAS	CITY OF MOUNT VERNON OH
BIG RAPIDS TREASURER OFFICE	Allied Waste Services #538	ST MARYS WATER AUTH	COLUMBIA GAS OF OH
CITY WASTE	CITY OF GEORGETOWN	ST MARYS SEWER AUTH	The Energy Cooperative
INTERMOUNTAIN GAS COMPANY	CITY OF TAYLOR	ST MARYS WATER AUTH	Kimble
OVERTON POWER DISTRICT #5	City of Decatur/Waste Management	GROLL'S DISPOSAL	CITY OF COSHOCTON
PERE MARQUETTE TOWNSHIP TREASURER	City of Canton / Olympic Waste Services	AEP AMERICAN ELECTRIC POWER	OHIO EDISON ENERGY
WASTE SERVICES OF TEXAS	City of Mercedes	PAINTSVILLE UTILITES	J & J Refuse, Inc.
COASTAL WASTE SERVICES, INC	City Of Crockett	CITY OF HORNELL	SALEM UTILITIES DEPT
FREEDOM WASTE SERVICE	City of Mission	LIPPINCOTT'S RUBBISH	THE ILLUMINATING CO
VIRGIN VALLEY WATER DISTRICT	City of Angleton	BUCHANAN CO.PUBLIC S	City of Chardon
CITY OF FRANKLIN.	UNITED COOPERATIVE SERVICES	BUCHANAN CO. TREASURER	THE ILLUMINATING CO
LOUISA WATER CO	CITY OF GRANBURY MUNICIPAL UTILITIES	CITY OF NORTON	Major Waste Disposal Serv.
NORTH ARKANSAS ELECTRIC	MOUNTAIN HOME WATER & Sewer	OLD DOMINION POWER	DOMINION
VIRGIN VALLEY DISPOSAL, INC	Methvin Sanitation	TOWN OF WISE	The Illuminating Company
DAYNE'S DISPOSAL, INC.	NORTHEAST PUBLIC WATER AUTH	CITY OF DANVILLE	City of Ashtabula
NORTHEAST PUBLIC WATER AUTHORITY, INC	NORTH AR ELECTRIC COOP	TULLAHOMA UTILITIES	Rebublic Service
EMTERRA ENVIRONMENTAL USA CORP.	ARKANSAS WESTERN GAS	P.T.M.U.A.	CITY OF FREEMONT
ONEIDA WATER WASTEWATER	LOS ALAMOS COUNTY UTILITIES	JCP & L	Pere Marquette Charter
CITIZENS GAS UTILITY DISTRICT	CITY OF BELLVILLE UTILITIES	Bloom Waste Services	Charter Township of Filer
BRIDGEPORT SANITARY DISTRICT	CITY OF GONZALES	PSE&G	CITY OF MANISTEE
FRANKLIN ELECTRIC PLANT BOARD	CITY OF GIDDINGS	P.T.W.D.	CITY OF PETOSKEY
FIRST ELECTRIC COOPERATIVE	BLUEBONNET ELECTRIC COOP.	Resourceful Environmental	LITTLE TRAVERSE DISPOSAL
IRVING OIL CORPORATION	AM Waste	NEW ALBANY LIGHT GAS AND WATER	Houghton Lake Sewer Auth.
MARICK'S WASTE DISPOSAL INC	CITY OF BOGALUSA	NEW ALBANY LIGHT,GAS	Emterra Environmental USA
MILAN CONTAINER COMPANY	City of Aransas Pass	NEW ALBANY LIGHT, GAS & WATER	VILLAGE OF CARO
FEHER RUBBISH REMOVAL, INC	HARRIS CO. F.W.S.D. #51	TOWN OF FRANKLIN	Granger Container Service, Inc.
HEMPFIELD TOWNSHIP MUNICIPAL AUTHORITY	Corporate Services Consultants	TOCCOA NATURAL GAS	CITY OF ST. JOHNS WATER DEPT.
PSI DISPOSAL INC	CITY OF HOUSTON	J & B DISPOSAL INC	CITY OF THREE RIVERS

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Utility Providers

CITY OF MENOMONIE	WCA Waste Corporation	PHILADELPHIA UTILITIES	SEMCO ENERGY
CITY OF HEBER SPRINGS-SANITATION	WCA	CENTER POINT ENERGY	Nissley Disposal Inc
NEW MEXICO GAS COMPANY	FORT BEND MUD #115	CITY OF KEYSER	HILLSDALE BPU
CITY OF PFLUGERVILLE	FORT BEND CO MUD #35	PotomacEdison	MICHIGAN GAS UTILITIES
CITY OF NOGALES-01	City of Tomball/Waste Management	Advance Disposal	Modern Waste Systems
LONDON UTILITY COMMISSION	CITY OF ALVIN	T.W. PHILLIPS GAS CO	CITY OF PIKEVILLE
MIDWEST NATURAL GAS CORP	Waste Mgmt.-Pasadena	Pennsylvania American Water	Leron Industries Inc
IESI	City of Pearland	BOROUGH OF PUNXSUTAWNEY	CITY OF CORRY
ANTIGO RETAIL, LLC	HARRIS COUNTY MUD #257	VEOLIA ENV. SERVICES	NATIONAL FUEL
RAPPAHANNOCK ELECTRIC COOPERATIVE	CITY OF LIBERTY	D & G Sanitation	GREENVILLE WATER AUTHORITY
CITY GAS COMPANY	LT's Garbage Service	UGI	HEMPFIELD TOWNSHIP MUNIC
CITY GARBAGE SERVICE	CITY OF CLEVELAND	Penelec	PENN AMERICAN WATER
COUNTY WASTE.	CITY OF PASADENA	BURGMEIER'S HAULING INC	DYERSBURG ELECTRIC
WASTE MANAGEMENT.	CORP SVC CONSULTANTS	BRADFORD CITY WATER AUTHORITY	DYERSBURG GAS & WATE
CITY OF ANTIGO	CITY OF EL CAMPO	FOSTER TOWNSHIP SEWER	City of Burkburnett
CITY OF MAYSVILLE KY	CITY OF WHARTON	Casella Waste	CITY OF SULPHUR SPRINGS
SEQUACHEE VALLEY ELECTRIC COOPERATIVE	Corporate Service Consultants	CARMEN BARBATO, INC	City of Sulpher Springs
CORPORATE SERVICES CONSULTANTS, LLC	CITY OF MEXIA	ARAB ELECTRIC COOPERATIVE	Waste Connection Of Texas
MARION NATURAL GAS SYSTEM	Willmut Gas	Marshal County Gas District	City of Kingsville Water Dept.
MARTINSVILLE MUNICIPAL WATER	City of Magee	ARAB WATER WORKS	Centerpoint Energy Entex
GEXA ENERGY	EAST CEDAR CREEK	ATHENS UTILITIES	Geus
CITY OF CALHOUN	Allied Waste Services #069	STARKVILLE ELECTRIC DEPT.	ORANGE COUNTY WATER CONTROL & IMPROVEMENT
SHELBYVILLE MUNICIPAL WATER & SEWER COMMISSION	CITY OF BURNET	CITY OF GRENADA-WATER DEPARTMENT	Bay City Gas Company
MURRAY MUNICIPAL UTILITES	CITY OF FREDERICKSBURG	Waste Pro Memphis	AMERIWASTE OF TEXAS LLC
RAY'S TRASH SERVICE, INC	CITY OF FREDRICKSBURG	MUHLNBURG COUNTY WATER DISTRICT	CORSICANA WATER & SANITARY
MASON COUNTY FISCAL COURT	CITY OF BELLMEAD	MUNICIPAL WATER & SEWER SYSTEM	City of Pama
WASTE SERVICES OF TENNESSEE LLC	Waste Mgmt - Centex	KENTUCKY UTILITIES	City of Carlsbad New Mexico
CITY OF PRINCETON.	MUNICIPAL UTILITY BOARD	YAZOO VALLEY ELECTRIC POWER	CITY OF CARLSBAD, NEW MEXICO
HOLSTON ELECTRIC COOPERATIVE, INC	Pryor Waste & Recycling	PENNSYLVANIA-AMERICAN WATER CO	Water District #1
AREA DISPOSAL SRVC INC-CL	City of Natchitoches Util	JP Mascaro & Sons	Consolidated Waterworks
TOWN OF ROGERSVILLE	CITY OF GATESVILLE	UGI Penn Natural Gas, Inc.	City of Brenham
MAYSVILLE UTILITY COMMISSION	Magic Valley Electric Co-op	PPL ELECTRIC UTILITIES	Utility Department
TAYLOR COUNTY RURAL ECC	PNM ELECTRIC & GAS	Lackawana River Basin	City of LaGrange
CHARTER TOWNSHIP OF FILER TREASURER	VILLAGE OF RUIDOSO	HARNETT COUNTY	City of Granbury
WASTE SERVICES OF GEORGIA, INC.	ZIA NATURAL GAS COMPANY	CITY OF BREMEN	NAEC
CITY OF PORTSMOUTH	City Corporation	CITY OF CROSSVILLE	Northeast Public Water Authority, INC.
LERON INDUSTRIES, INC.	CITY OF CROSSETT	MIDDLE TENNESSEE NATURAL GAS	City of Bellville
CAMPBELLSVILLE WATER AND SEWER	City of Camden	VEC	City of Baytown

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Utility Providers

DIXIE PARTNERS II, LP	EL DORADO WATER UTILITIES	TOWN OF MOCKSVILLE	East Cedar Creek Fresh Water
BATESVILLE WATER UTILITIES	Magnolia Water System	BSS Benfield Sanitation Services	City of Excelsior Springs
RDT, INC	Magolia Water System	EnergyUnited	City of Slidell
AMERICAN DISPOSAL COMMERCIAL SERVICES	Get Rid Of It Of America	GDS - Hickory	City of Natchitoches
INNOVATIVE WASTE	HOPE WATER AND LIGHT	TOWN OF TAYLORSVILLE	City of Gateville
UNION COUNTY.	JACKSONVILLE WATER CO.	Town of Springfield	Magic Valley Electric Coop
ETELCARE GLOBAL SOLUTIONS	MENA WATER & SEWER DEPT.	Young's Propane	Entergy (Arkansas Power & Light)
BUSTER SANITATION SERVICES INC.	Southern Disposal,Inc	Triple T Trucking	ELECTRIC SERVICE & DEPOSIT - ENTERGY-01
OXFORD WATER WORKS	CITY OF KAUFMAN UTILITIES	Clarksdale Public Utilities	Camden Water (City of Camden)
CITY OF JACKSONVILLE - IL	CITY OF MCCOMB WATER DEPT	ATMOS ENERGY	Entergy (prior name Arkansas Power & Light)
CITY OF HENDERSON KY	CITY OF BROOKHAVEN WATER DEPT.	ALLEGHENY POWER	Entergy-01
SWEETWATER UTILITIES BOARD	MISSISSIPPI POWER	Apple Valley Waste	Hope Water & Light
WASTE PRO - HILTON HEAD	CITY OF BOERNE	BOROUGH OF WAYNESBORO	Kennett Board of Public Works
CITY OF NEW CASTLE UTILITY	Parish Of Jefferson Water	UGI CENTRAL PENN GAS	City of Seabrook
HOWIE'S TRASH SERVICE	Metro Disposal	Monticello Utility Commission	City of Mountain Home
CITY OF TYLER	CITY OF ZACHARY	South Kentucky	City of Kaufman
MUNICIPAL UTILITIES	CITY OF SULPHUR	Cardinal Sanitation, Inc.	Entergy (Mississippi Power & Light)
BIG B RUBBISH REMOVAL DIV./ HAYES LANDFILL INC.	CITY OF LAKE CHARLES WATER DIV	LEXINGTON UTILITIES	Jefferson Parish
GRAND STRAND WATER & SEWER AUTHORITY	CITY OF MONROE	LEXINGTON ELECTRIC SYSTEM	Gulf States Utility
MAHARG, INC.	CLECO	Waste Connections of MS	ENTERGY-03
SHENANDOAH VALLEY ELECTRIC COOPERATIVE	Lawco/Louisiana Water Co.	LAFOLLETTE UTILITIES	Louisiana Power and Light
CENTRO NP HOLDINGS 12 SPE, LLC.	LOUISIANA WATER COMPANY	Greater Dickson Gas Authority	Louisiana Water Co.
CITY OF ST. MARY'S	CITY OF THIBODAUX	Water Authority of Dickson County	Entergy
HERMISTON ENERGY SERVICES	CITY OF OPELOUSAS	DICKSON ELECTRIC SYSTEM	CITY OF OPELOUSAS
SEYMOUR MUNICIPAL SANATATION UTILITY	St. Landry Solid Waste Disposal District	SOUTH JERSEY GAS	Cleco Electric
FARMER'S REFUSE & TRUCKING INC.	ST. JOHN THE BAPTIST PARISH UTILITIES	B & D Recycling, LLC	Lafayette Utlities System
GREENSBURG MUNICIPAL WATER & WASTEWATER	ST JOHNS THE BAPTIST PARISH UTILITIES	SAVANNAH UTILITY DEPT	Entergy (Louisiana Power & Light)
HENRY COUNTY WATER COMPANY	Vermilion Parish Police Jury	TENNESSEE VALLEY ELECT COOP	Lafayette Utilities System
MT. STERLING WATER AND SEWER SYSTEM	City of Abbeville	Lewisburg Water & WasteWater	City of Leesville
BERNICE SANITATION, LLC	CITY OF MINDEN	LEWISBURG ELETRIC	Southwestern Electric Power Company
CITY OF LUFKIN	CITY OF RUSTON	City Of Bardstown	Atmos Louisiana Gas Service
GULF POWER	TOWN OF JONESBORO	LG & E	City of West Monroe Waterworks
CARMEN BARBATO INC.	Jackson Parish Police Jury	Ambrose Disposal Service	Lafourche Parish Water Dist # 1
PRECISION WASTE SOLUTIONS, LLC	CITY OF LEESVILLE UTILITIES DEPT.	Christopher Partners, LLC	CENTERPOINT ENERGY ENTEX
ANDALUSIA UTILITIES	CITY OF DERIDDER	KOSCIUSKO WATER AND LIGHT PLANT	WEST MEMPHIS UTILITY COMMISSION
PEOPLES NATURAL GAS COMPANY	Bossier City Utilities	Peoples Natural Gas	Graham County Electric Co.

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Utility Providers

MID SOUTH WASTE DISPOSAL INC.	CITY OF SHREVEPORT	Shank Waste Service	Gila Resources\City of Stafford
CITY OF HUNTSVILLE	Laun Dale Harris Sr.	BERKSHIRE GAS COMPANY	Arizona Public Service Company
J & J REFUSE INC.	CITY OF MANSFIELD	Casella	Plaquemine City Light & Power
CITY OF ZACHARY LA	PEOPLES WATER SERVICE CO.	NATIONALGRID	ATMOS ENERGY-03
RICHARDSON WASTE REMOVAL	ATMOS ENERGY LOUISIANA	CITY OF NORTH ADAMS	City of Melvern (Water Works)
SEWARD COUNTY WASTE MANAGEMENT	CITY OF WEST MONROE	Valley Waste Services	City of Andrew
ECO-TECH, LLC	CITY OF SAN BENITO	Penn Power	City of Dalhart Utility Department
MAJOR WASTE DISPOSAL SERVICES, INC.	CITY OF NOGALES	City Of LaFayette	City of Las Vegas NM
RESOURCEFUL ENVIRONMENTAL SERVICES, INC.	UNISOURCE ENERGY SERVICES	North Georgia Electric	Continental Divide Electric Cooperative, Inc.
COMMERCIAL REFUSE SERVICE	UNISOURCE ENERGY SERVICE	AMORY WATER AND ELECTRIC	City of Denham Spring
AMERICAN WASTE INC.	MOHAVE ELECTRIC COOP.	VALLEY ENERGY	GROVE MUNICIPAL SERVICES AUTHORITY
SML GARBAGE COLLECTION	City Of Bullhead City	Sayre Developers LLC	City of Clinton
PENINSULA OIL COMPANY, INC.	LaFourche Parish Water Dist. #1	RUSSELLVILLE UTILITIES	City of Columbus-TX
TMM INVESTMENTS LTD.	MARKSVILLE WATER SYSTEM	NEI Natural Environmental (MODERN)	City of Elgin
CITY OF WARRENSBURG/ SEWER	Rapides Parish Waterworks Dist. #3	VILLAGE OF ALBION	Lumberton Municipal
PROGRESSIVE WASTE SOLUTIONS	City of Pineville	Morrisville Water & Light Dept	Coast Electric Power Assn
CITY OF PELL CITY	CITY OF NEW ROADS	Savoy Texas LLC	Diamondhead Water & Sewer District
B & E WASTE SYSTEMS	POINTE COUPEE ELECTRIC	Irving Oil Coporation	City o Woodville
C. SHIRLEY SANITATION INC.	CITY OF JENNINGS WATER DEPT.	Casella Waster System	Clarksville Light & Water Company
OXFORD WATER WORKS.	CITY OF SPRINGHILL	City of Russellville, KY	Newport Municipal Water Company
TRI COUNTY WASTE DISPOSAL INC.	LAGUNA MADRE WATER DISTRICT	ELECTRIC PLANT BOARD	ARKADELPHIA WATER CO
CITY OF MOUNTAIN HOME IDAHO	WEST MEMPHIS UTILITIES	CITY OF CHEBOYGAN	Marshall Municipal Utilities
CLAYTON & HURDLE DISPOSAL SERVICE INC.	Roadrunner Rubbish Removal	CONSUMERS ENERGY	Overton Power District
ADVANCED DISPOSAL SERVICES.	APS	Triple D Sanitation	City of Page
MONROE COUNTY WATER AUTHORITY	Vista Recycling	DTE Energy	CITY OF SEALY
CITY OF WABASH WASTEWATER UTILITY	CITY OF SAFFORD	DEMOPOLIS WATER WORKS	MIDWEST ENERGY, INC
ACTION RETAIL GROUP 1 LLC	Thatcher Municipal Utilities	CITY OF OGDENSBURG	CASCADE NATURAL GAS CORPORATION
BROWNSVILLE - GMS LTD	CITY OF DOUGLAS	St. Lawrence Gas	Northwest Alabama Gas
BLOOM WASTE SERVICES, LLC	Waste Mgmt	Casella Waste Services	DEKALB CHEROKEE COUNTIES GAS DISTRICT
ENVIROSOLUTIONS NOVA DIST	Westar Energy	COLUMBIA GAS OF PA	CULLMAN-JEFFERSON COUNTIES Gas District
HOUGHTON LAKE SEWER AUTHORITY	City of Independence	SOMERSET TOWNSHIP MUNICIPAL AUTHORITY	Fayetteville Public Util
R.G. BROWN REFUSE REMOVAL	M&C Rental Leasing Co., LLC	Burgmeier's Hauling Inc.	City of Alexander City Utilities
BVR WASTE AND RECYCLING	CITY OF LIBERAL	City Of Lucedale	City of Marietta
GET RID OF IT OF AMERICA CORP.	SOUTHERN PIONEER ELECTRIC	CITY OF PONTOTOC	Mayfield Electric & Water Systems
DEERBROOK MALL	CITY OF PLAQUEMINE LIGHT AND WATER PLANT	PONTOTOC ELECTRIC POWER ASSOC.	GLASGOW ELECTRIC PLANT BOARD
GDF SUEZ ENERGY RESOURCES	CITY OF MORGAN CITY	COVINGTON GAS WATER & SEWER	Moundsville Water Board
BAYCAL LAS CRUCES PARTNERS LLC	CITY OF VILLE PLATTE**	COVINGTON ELECTRIC SYSTEM	KENTUCKY POWER

Stage
Conflicts Check

Utility Providers

SHOPS OFF BROADWAY LLC	CITY OF OAKDALE	MEMPHIS LIGHT GAS AND WATER	Princeton Electric Plant Board
LOWCOUNTRY REGIONAL WATER SYSTEM	CITY OF EUNICE	CITY OF MILLINGTON	Princetown Water
CITY OF SENATOBIA- MS	Republice Waste	LEICHFIELD WATER SEWER & GAS SYSTEM	Southeast Brunswick
GRANDE GARBAGE COLLECTION CO LLC	Cortez Sanitation District	KENTUCY UTILITIES	County of Brunswick
VALLEY WASTE SERVICE INC.	Empire Electric Association	REAL DISPOSAL	City of Celina Utilities
HOOD RIVER GARBAGE SERVICE, INC	CITY OF CORTEZ	MANSFIELD MUNIC. AUTHORITY	Tullahoma Utilities Board
CITY OF TAYLORVILLE - IL	City Of Siloam Springs	VILLAGE OF MALONE	TULLAHOMA UTILITIES
ILLINOIS GAS COMPANY	Black Hills Energy	TOWN OF PULASKI	Bryon City Clerk
CITY OF RICHMOND HILL - GA	MALVERN WATER WORKS	PULASKI CO. PSA	Tell City Electric Department
SHELBYVILLE PUBLIC UTILITIES - IN	PUBLIC UTILITIES BOARD	CITY OF LIVE OAK FLORIDA	Philadelphia Utilities
NW NATURAL	THE UTILITY BOARD	FLORIDA POWER AND LIGHT	Columbia City Municipal Utilities
TAYLOR GARBAGE SERVICE INC.	City of Edinburg	CITY OF FOREST MS	Arab Electric Coop
BOSSIER CITY UTILITIES DEPARTMENT	City of Uvalde	CITY OF GRAFTON	Arab Waterworks
CITY OF HUNTSVILLE.	City of Rio Grande City Public Utility Dept.	Mountain State Waste	Athen Utilities
CITY OF WADSWORTH	NRG	JEFFERSON CITY WATER DEPT.	Starkville Utilities
CITY OF LUFKIN.	Starr County Gas System	Jefferson Cooke County	Muhlenberg County Water District
CITY OF TRUTH OR CONSEQUENCES	Texas Disposal Systems	APPALACHIAN ELECTRIC COOP	Harnett County Public Works
BLUEBONNET ELECTRIC	CITY OF GRAHAM	LIVINGSTON CO WATER & SEWER AUTH	CITY OF TROY
SPWA	CITY OF VERNON	RG&E	VOLUNTEER ENERGY COOPERATIVE
F.T.S.A.	City of Lamesa	Verde Technology Group	LEXINGTON GAS SYSTEM
RB RIVER IV LLC	City of Snyder	CITY OF MADISON	LA FOLLETTE UTILITIES
NEW MARKET STATION LP	CITY OF BROWNFIELD	TRI COUNTY INDUSTRIES	Dickson Electric
ADVANCED COMPACTORS, LLC	CITY OF SEMINOLE	Neshannock Township Sewer	Gas Deposit - Greater Dickson Gas
CITY OF GONZALES-02	CITY OF ANDREWS	CITY OF HINESVILLE	TENNESSEE VALLEY ELECTRIC COOPERATIVE
TOWN OF MADISON	TOWN OF PECOS CITY	ROANOKE RAPIDS SANITARY DIST.	CITY OF SAVANNAH
DAVE'S TRASH REMOVAL INC.	City of Hobbs	VILLAGE CENTER	Kosciusko Light & Water Plant
B & D RECYCLING LLC	Ecel Energy	COLUMBIA GAS OF KY	ATMOS
SOLOMON CONTAINER SERVICE	City of Fort Stockton	Rumpke	North Georgia Electric Memebership Corp
SOS WASTE DISPOSAL INC.	City of Alpine Gas	CITY OF PARIS KY	City of Amory Utilities Electric & Water
SUNBRIGHT DISPOSAL SERVICES	CITY OF ALPINE	VILLAGE OF PENN YAN	City of Chipley
MARANGI DISPOSAL	CITY OF LOVINGTON	Big's Sanitation Inc.	Gulf Power Company
CITY OF ONEIDA- NY	LEA COUNTY ELECT COOPERATIVE	IRVING OIL	Valley Energy Sayre PA
BLISS ENVIRONMENTAL SERVICES, INC.	TEXAS SERVICE GAS	PUBLIC SVC OF NEW HAMPSHIRE	City of Russellville
RED RIVER WASTE SOLUTIONS LP	CITY OF MONAHANS	MILAN CONTAINER CO	Alabama Power Company
R.L.P. DEVELOPMENT COMPANY, INC.	CITY OF AMARILLO	CITIZENS GAS UTILITY	Pontotoc Electric power Association
PELICAN WASTE & DEBRIS, LLC	CITY OF HEREFORD	ONEIDA WATER & WASTEWATER	Covington, TN
WASTE PRO OF ALABAMA	TEXAS GAS	PLATEAU ELECTRIC COOP	City of Covengton
TOWN CENTER MALL LP	CITY OF AUSTIN	CLEARFIELD MUNIC AUTH	Leithfield Water Sewer & Gas System

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Conflicts Check

Utility Providers

TEAM WASTE	CITY OF PERRYTON	D & G Sanitation	Holyoke Gas & Electric
CITY OF RIO GRANDE PUBLIC	City of Amarillo- Solid Waste Dept	City Of Dillon	City of Live Oak Florida, Utility Services
HURRICANE WASTE SYSTEMS	LUBBOCK POWER & LIGHT	SCE&G	FLORIDA POWER AND LIGHT CO.
QUALITY GAS SERVICES INC.	CITY OF LEVELLAND	City of Hartsville	FPL
NORTHGATE MALL LLC	CITY OF DUMAS	Town of Kingstree	City of Forest
ATMOS ENERGY 05	CITY OF WOODWARD	Town Of Pageland	Appalachian Ele
LEGACY WASTE SERVICES	Harper Sanitation Service, Inc.	Lynches River Electric Coop	WASHINGTON MUNICIPAL UTILITIES
SOLID WASTE AUTHORITY - GA	CITY OF DALHART UTILITY DEPART	Town of Red Springs	The City of Monroe
BCDA LLC	CITY OF FARMINGTON	Town Of Wadesboro	Roanoke rapids Sanitary Dist
BELL CONSULTING INC	CITY OF ARTESIA	Grand Strand Water/Sewer Auth	DOMINION NORTH CAROLINA POWER
MADISONVILLE SANITATION DEPARTMENT	City of Silver City	City of Manning	Tombigbee Electric Association
SOUTH PLAINS WASTE SERVICE INC	Waste Connections El Paso Disposal	Rigby Oil Company	City of Fulton
BIG DAWG DISPOSAL	EL PASO ELECTRIC CO	City Of Newberry	Gas utility District - Citizens Gas Utility
ADVANCED DISPOSAL SERVICES SOLID WASTE OF PA, INC.	EL PASO ELETRIC	Lowcountry Regional Water	Plateau Electric Cooperative
INFUSE ENERGY LLC	CITY OF BELEN	City of Eastman	Oneida
CYCLONE SERVICES INC	CITY OF PORTALES	City of Cairo	Mt Vernon
ACE WASTE SYSTEMS INC	RATON NATURAL GAS CO	City of Jackson	Clearfield Municipal Authority
EC WASTE	RATON UTILITIES	Ozark Utilities Board	CENTRAL PENN GAS.
KNOX WASTE SERVICES LLC	PNM	Martin Environmental Services	Louisiana water
ENGIE RESOURCES LLC	CITY OF LAS VEGAS	City of Sandersville	London Utility Comm
VERDE TECHNOLOGY GROUP, INC.	CONTINENTAL DIVIDE ELECTRIC	Attaway Recycling	Murray, KY
CITY OF KAUFMAN TX	City of Grants/Waste Management	City of Hazlehurst	Maysville, KY
RACK ROLL OFF SERVICES LLC	T.P.W.A.	City of Adel	Water Deposit
PARK'S GARBAGE SERVICES, INC.	N.O.P.F.A	Batesburg Leesville	Sequachee Valley Electric Cooperative
WEST TEX DISPOSAL	CITY OF DENHAM SPRINGS	Mark Dunning Industries, Inc.	Martinsville Municipal
VOGEL DISPOSAL SERVICE, INC.	Ace Waste Systems	City of Geneva	Shelbyville, Kentucky
A-WASTE INC.	DEMCO	City of Atmore	Holston Electric
TEXAS COMMERCIAL WASTE	CITY OF SAPULPA	Town of Williamston	Princeton, IN
ZIA NATURAL GAS CO	MIAMI PUBLIC UTILITIES	FORT HILL NATURAL GAS AUTHORITY	Porthsmouth
CITY OF NACOGDOCHES	VINITA CITY WATER WORKS	Georgia Natural Gas	CONNECTION FEE - MCMINNVILLE ELECTRIC SYSTEM
MODERN WASTE SYSTEMS INC	CITY OF CLAREMORE	City of Swainsboro	THE CITY OF HENDERSON
NORTHEAST OKLAHOMA PUBLIC FACILITIES	CITY OF HUGO	City of Baxley	GAS DEPOSIT&WATER SEWER DEPOSIT - AURORA UTILITIES
TAMARACK VILLAGE SHOPPING CENTER, A LIMITED PARTNERSHIP	PUBLIC SERVICE CO OF OK	THE CITY OF BLAKELY	DEPOSIT - LINTON UTILITIES
CITY OF SPRINGFIELD IL	GROVE MUNICIPAL SERVICE AUTH	Waste Management of Atlanta	WATER SERVICE CORP OF KENTUCKY
WASTE PRO - BATON ROUGE	Grove Municipal Service Auth.	City of Cornelia	CRAWFORDSVILLE ELECTRIC LIGHT & POWER
VERENDRYE ELECTRIC COOPERATIVE, INC.	Bernice Sanitation	TOWN OF ELIZABETHTOWN	City of MorganField
KC WATER SERVICES	CITY OF SHAWNEE	City of Louisville	Progress Energy (Duke)

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Conflicts Check

Utility Providers

RIB MOUNTAIN SANITARY DISTRICT	CITY OF OKMULGEE	City of Monroeville	Oxford Waterworks
MONTANA-DAKOTA UTILITIES CO.	City of Starke	South Alabama Gas	City of Richmond
COUNCIL BLUFFS WATER WORKS	CITY OF MINEOLA	City of Metter	CITY OF LEBANON
CASEYVILLE TOWNSHIP SEWER SYSTEM	Howard Disposal	All Green Services	KENERGY CORP
CITY OF WICHITA KS	CITY OF ELK CITY	City Of Brewton Utilities	CITY OF BEAVER DAM - KY
CITY OF RAPID CITY SD	CITY OF ALAMO	FITZGERALD UTILITIES	PIKE COUNTY LIGHT & POWER CO
IOWA AMERICAN WATER COMPANY	City of Pauls Valley	City of Moultrie	Village of Jefferson
GOODENOUGH RUBBISH REMOVAL LLC	DURANT CITY UTILITY	City of Jesup	CASS COUNTY ELECTRIC COOPERATIVE
CITY OF FARGO ND	N W Natural	City of Sylvania	NODAK ELECTRIC COOPERATIVE
SOUTH JORDAN CITY	Pacific Power	FORT HILL NATURAL GAS	City, Water Light & Power
GREATER PEORIA SANITARY AND SEWAGE DISPOSAL DISTRICT	Hood River Garbage	City Of Pickens	BOA-NW Energy
DAKOTA ELECTRIC ASSOCIATION	DUNCAN UTILITIES AUTHORITY	Blue Ridge Electric Cooperative	CITY OF TOPEKA KS
WEST DES MOINES MUNICIPAL SERVICES	AEP	City of Florence	City Utilities of Springfield MO
CITY OF O'FALLON IL	ARKANSAS OKLAHOMA GAS CORP.	City of Thomson	CITY OF NAMPA ID
CITY OF LINCOLN NEBRASKA	POTEAU WATER DEPT	City Of Sylvester	ENERGY-02
CITY OF MERIDIAN IDAHO	Green Country Sanitation	LOUISA WATER CO.	CITY OF LAFAYETTE INDIANA
MB SIOUX CITY LAKEPORT LLC DEPT 44616	City of Sallisaw	AEP - KENTUCKY POWER	CARROLL ELECTRIC COOPERATIVE COOPERATIVE
CONSERVICE	City of Atlanta Utilities/USA Waste	LONDON UTIL COMMISSIOIN	BOA- Council Bluffs Water
NEW MARKET PROPERTY I, LLC	CITY OF YOAKUM	DELTA NATURAL GAS	CITY UTILITIES - FT WAYNE IN
WASTE CONNECTIONS OF TX	City of Sand Springs	Murray Electric System	AMEREN ILLINOIS COMPANY
WASTE PRO GREENWOOD	City Of Chickasha	Murray Municipal Utilities	
ANYTIME WASTE SYSTEMS	City of Columbus	Fleming-Mason Energy	

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Conflicts Check

Equity Holders

A.R.T. Advisors LLC
Arrowstreet Capital LP
Axar Capital Management LP
BlackRock Fund Advisors
Bridgeway Capital Management, Inc.
Crescent Grove Advisors LLC
Diametric Capital LP
Dimensional Fund Advisors LP
Driehaus Capital Management LLC
EAM Global Investors LLC
EAM Investors LLC
Fuller & Thaler Asset Management, Inc.
Geode Capital Management LLC
Group One Trading LP
Invesco Capital Management LLC
LPL Financial LLC
Marshall Wace North America LP
Mountaineer Partners Management LLC
Northern Trust Investments, Inc.(Investment Management)
Paradigm Capital Management, Inc.
Park West Asset Management LLC
Renaissance Technologies LLC
Royce & Associates, LP
Simplex Trading LLC
Susquehanna Financial Group LLLP
The Vanguard Group, Inc.

EXHIBIT B

Retention Agreement



KCC AGREEMENT FOR SERVICES

This Agreement is entered into as of the 24th day of February 2020, between Specialty Retailers, Inc. (together with its parent, affiliates and subsidiaries, the "Company"),¹ and Kurtzman Carson Consultants LLC (together with its affiliates and subcontractors, "KCC"). In consideration of the premises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Terms and Conditions

I. SERVICES

A. KCC agrees to provide the Company with consulting services regarding noticing, claims management and reconciliation, plan solicitation, balloting, disbursements and any other services agreed upon by the parties or otherwise required by applicable law, government regulations or court rules or orders.

B. KCC further agrees to provide (i) computer software support and training in the use of the support software, (ii) KCC's standard reports as well as consulting and programming support for the Company requested reports, (iii) program modifications, (iv) data base modifications, and/or (v) other features and services in accordance with the fees outlined in a pricing schedule provided to the Company (the "KCC Fee Structure").

C. Without limiting the generality of the foregoing, KCC may, upon request by the Company, (i) provide a communications plan including, but not limited to, preparation of communications materials, dissemination of information and a call center staffed by KCC and/or (ii) provide confidential on-line workspaces or virtual data rooms and publish documents to such workspaces or data rooms (which publication shall not be deemed to violate the confidentiality provisions of this Agreement).

D. The price listed for each service in the KCC Fee Structure represents a bona fide proposal for such services, which may be accepted in whole or in part. Services will be provided when requested by the Company or required by applicable law, government regulations or court rules or orders. Services are mutually exclusive and are deemed delivered and accepted by the Company when provided by KCC.

E. The Company acknowledges and agrees that KCC will often take direction from the Company's representatives, employees, agents and/or professionals (collectively, the "Company Parties") with respect to the services being provided under this Agreement. The parties agree that KCC may rely upon, and the Company agrees to be bound by, any requests, advice or information provided by the Company Parties to the same extent as if such requests, advice or information were provided by the Company. The Company agrees and understands that KCC shall not provide the Company or any other party with any legal advice.

¹ The term Company shall include, to the extent applicable, the Company, as debtor and debtor in possession in its chapter 11 case, together with any affiliated debtors and debtors in possession whose chapter 11 cases are jointly administered with the Company's chapter 11 case.



KCC AGREEMENT FOR SERVICES

II. PRICES, CHARGES AND PAYMENT

A. KCC agrees to charge and the Company agrees to pay KCC for its services at the rates and prices set by KCC that are in effect as of the date of this Agreement and in accordance with the KCC Fee Structure. KCC's prices are generally adjusted periodically to reflect changes in the business and economic environment and are inclusive of all charges. KCC reserves the right to reasonably increase its prices, charges and rates; provided, however, that if any such increase exceeds 15%, KCC will give thirty (30) days written notice to the Company.

B. In addition to fees and charges for services, the Company agrees to pay KCC's reasonable transportation, lodging, and meal expenses incurred in connection with services provided under this Agreement.

C. In addition to all fees for services and expenses hereunder, the Company shall pay to KCC (i) any fees and charges related to, arising out of, or as a result of any error or omission made by the Company or the Company Parties, as mutually determined by KCC and the Company, and (ii) all taxes that are applicable to this Agreement or that are measured by payments made under this Agreement and are required to be collected by KCC or paid by KCC to a taxing authority.

D. Where the Company requires services that are unusual or beyond the normal business practices of KCC, or are otherwise not provided for in the KCC Fee Structure, the cost of such services shall be charged to the Company at a competitive rate.

E. KCC agrees to submit its invoices to the Company monthly and the Company agrees that the amount invoiced is due and payable upon the Company's receipt of the invoice. KCC's invoices will contain reasonably detailed descriptions of charges for both hourly (fees) and non-hourly (expenses) case specific charges. Where total invoice amounts are expected to exceed \$10,000 in any single month and KCC reasonably believes it will not be paid, KCC may require advance payment from the Company due and payable upon demand and prior to the performance of services hereunder. If any amount is unpaid as of thirty (30) days from the receipt of the invoice, the Company further agrees to pay a late charge, calculated as one and one-half percent (1-1/2%) of the total amount unpaid every thirty (30) days. In the case of a dispute in the invoice amount, the Company shall give written notice to KCC within ten (10) days of receipt of the invoice by the Company. The undisputed portion of the invoice will remain due and payable immediately upon receipt of the invoice. Late charges shall not accrue on any amounts in dispute or any amounts unable to be paid due to Court order or applicable law. Unless otherwise agreed to in writing, the fees for print notice and media publication (including commissions) must be paid at least three (3) days in advance of those fees and expenses being incurred.

F. In the event that the Company files for protection pursuant to chapter 11 of the United States Bankruptcy Code (a "Chapter 11 Filing"), the parties intend that KCC shall be employed pursuant to 28 U.S.C. § 156(c) to the extent possible and otherwise in accordance with applicable Bankruptcy law and that all amounts due under this Agreement shall, to the extent possible, be paid as administrative expenses of the Company's chapter 11 estate. As soon as practicable following a Chapter 11 Filing (and otherwise in accordance with applicable law and rules and orders of the Bankruptcy Court), the Company shall cause pleadings to be filed with the



KCC AGREEMENT FOR SERVICES

Bankruptcy Court seeking entry of an order or orders approving this Agreement (the "Retention Order"). The form and substance of the pleadings and the Retention Order shall be reasonably acceptable to KCC. If any Company chapter 11 case converts to a case under chapter 7 of the Bankruptcy Code, KCC will continue to be paid for its services in accordance with the terms of this Agreement. The parties recognize and agree that if there is a conflict between the terms of this Agreement and the terms of the Retention Order, the terms of the Retention Order shall govern during the chapter 11 or other proceeding.

G. To the extent permitted by applicable law, KCC shall receive a retainer in the amount of \$55,000 (the "Retainer") that may be held by KCC as security for the Company's payment obligations under the Agreement. The Retainer is due upon execution of this Agreement. KCC shall be entitled to hold the Retainer until the termination of the Agreement. Following termination of the Agreement, KCC shall return to the Company any amount of the Retainer that remains following application of the Retainer to the payment of unpaid invoices.

III. RIGHTS OF OWNERSHIP

A. The parties understand that the software programs and other materials furnished by KCC pursuant to this Agreement and/or developed during the course of this Agreement by KCC are the sole property of KCC. The term "program" shall include, without limitation, data processing programs, specifications, applications, routines, and documentation. The Company agrees not to copy or permit others to copy the source code from the support software or any other programs or materials furnished pursuant to this Agreement.

B. The Company further agrees that any ideas, concepts, know-how or techniques relating to data processing or KCC's performance of its services developed or utilized during the term of this Agreement by KCC shall be the exclusive property of KCC. Fees and expenses paid by the Company do not vest in the Company any rights in such property, it being understood that such property is only being made available for the Company's use during and in connection with the services provided by KCC under this Agreement.

IV. NON-SOLICITATION

Neither party nor its subsidiaries or other affiliated companies shall directly or indirectly solicit for employment, employ or otherwise retain employees of the other during the term of this Agreement and for a period of twelve (12) months after termination without the other's prior written consent; provided, however, this prohibition on solicitation shall not apply to any person who: (i) responds to a public solicitation of employment (including by a recruiter or search firm) that was not specifically directed toward employees of the other party, (ii) was terminated prior to the commencement of employment discussions, or (iii) employment that commenced prior to the date of this Agreement.

V. CONFIDENTIALITY

Each of KCC and the Company, on behalf of themselves and their respective employees, agents, professionals and representatives, agrees to keep confidential all non-public records, systems, procedures, software and other information received from the other party in connection with the services provided under this Agreement; provided, however, that if either party is required to



KCC AGREEMENT FOR SERVICES

produce any such information by order of any governmental agency or other regulatory body it may, upon not less than ten (10) business days' written notice to the other party, release the required information.

VI. SUSPENSION OF SERVICE AND TERMINATION

A. This Agreement shall remain in force until terminated or suspended by either party (i) upon thirty (30) days' written notice to the other party or (ii) immediately upon written notice for Cause (defined herein). As used herein, the term "Cause" means (i) gross negligence or willful misconduct of KCC that causes serious and material harm to the Company's reorganization under chapter 11 of the Bankruptcy Code, (ii) the failure of the Company to pay KCC invoices for more than sixty (60) days from the date of invoice, or (iii) the accrual of invoices or unpaid services in excess of the retainer held by KCC where KCC reasonably believes it will not be paid.

B. In the event that this contract is terminated, regardless of the reason for such termination, KCC shall coordinate with the Company and, to the extent applicable, the clerk of the Bankruptcy Court, to maintain an orderly transfer of record keeping functions and KCC shall provide all necessary staff, services and assistance required for an orderly transfer. The Company agrees to pay for such services in accordance with KCC's then existing prices for such services. If such termination occurs following entry of the Retention Order, the Company shall immediately seek entry of an order (in form and substance reasonably acceptable to KCC) that discharges KCC from service and responsibility in the Company's bankruptcy case.

C. Any data, programs, storage media or other materials furnished by the Company to KCC or received by KCC in connection with the services provided under the terms of this Agreement may be retained by KCC until the services provided are paid for, or until this Agreement is terminated with the services paid in full. The Company shall remain liable for all fees and expenses imposed under this Agreement as a result of data or physical media maintained or stored by KCC. KCC shall dispose of the data and media in the manner requested by the Company. The Company agrees to pay KCC for reasonable expenses incurred as a result of the disposition of data or media. If the Company has not utilized KCC's services under this Agreement for a period of at least ninety (90) days, KCC may dispose of the data or media, and be reimbursed by the Company for the expense of such disposition, after giving the Company thirty (30) days' notice. Notwithstanding any term herein to the contrary, following entry of the Retention Order, the disposition of any data or media by KCC shall be in accordance with any applicable instructions from the clerk of the Bankruptcy Court, local Bankruptcy Court rules and orders of the Bankruptcy Court.

VII. SYSTEM IMPROVEMENTS

KCC strives to provide continuous improvements in the quality of service to its clients. KCC, therefore, reserves the right to make changes in operating procedure, operating systems, programming languages, general purpose library programs, application programs, time period of accessibility, types of terminal and other equipment and the KCC data center serving the Company, so long as any such changes do not materially interfere with ongoing services provided to the Company in connection with the Company's chapter 11 case.



KCC AGREEMENT FOR SERVICES

VIII. BANK ACCOUNTS

At the Company's request and subject to Court approval following any chapter 11 filing, KCC may be authorized to establish accounts with financial institutions in the name of and as agent for the Company. To the extent that certain financial products are provided to the Company pursuant to KCC's agreement with financial institutions, KCC may receive compensation from such financial institutions for the services KCC provides pursuant to such agreement.

IX. LIMITATIONS OF LIABILITY AND INDEMNIFICATION

A. The Company shall indemnify and hold KCC, its affiliates, members, directors, officers, employees, consultants, subcontractors and agents (collectively, the "Indemnified Parties") harmless, to the fullest extent permitted by applicable law, from and against any and all losses, claims, damages, judgments, liabilities and expenses (including reasonable counsel fees and expenses) (collectively, "Losses") resulting from, arising out of or related to KCC's performance under this Agreement. Such indemnification shall exclude Losses resulting from KCC's negligence, gross negligence or willful misconduct. KCC shall indemnify the Company for any third-party claims caused by KCC's negligence, gross negligence, or willful misconduct arising out of or related to KCC's performance under this agreement. Either party shall notify the other party in writing promptly upon the assertion, threat or commencement of any claim, action, investigation or proceeding that they become aware of with respect to the services provided by KCC under this Agreement. Without limiting the generality of the foregoing, Losses include any liabilities resulting from claims by any third-parties against any Indemnified Party. The indemnification obligations hereunder shall survive the termination of this Agreement.

B. Except as provided herein, KCC's liability to the Company or any person making a claim through or under the Company for any losses of any kind, even if KCC has been advised of the possibility of such losses, whether direct or indirect, shall be limited to the total amount billed or billable to the Company under this Agreement. In no event shall KCC be liable for any indirect, special or consequential damages such as loss of anticipated profits or other economic loss in connection with or arising out of the services provided for in this Agreement. The limitations of this Section shall not apply to the gross negligence or willful misconduct of KCC or during any chapter 11 case in which the Company is a debtor.

C. The Company is responsible for the accuracy of the data and information it or any Company Party submits for processing to KCC and for the output of such information. KCC does not verify information provided by the Company and, with respect to the preparation of schedules and statements, all decisions are at the sole discretion and direction of the Company. The Company reviews and approves all schedules and statements filed on behalf of, or by, the Company; KCC bears no responsibility for the accuracy or contents therein.

D. The Company agrees that except as expressly set forth herein, KCC makes no representations or warranties, express or implied, including, but not limited to, any implied or express warranty of merchantability, fitness or adequacy for a particular purpose or use, quality, productiveness or capacity.



KCC AGREEMENT FOR SERVICES

X. FORCE MAJEURE

Whenever performance by KCC of any of its obligations hereunder is materially prevented or impacted by reason of any act of God, strike, lock-out or other industrial or transportation disturbance, fire, lack of materials, law, regulation or ordinance, war or war condition, or by reason of any other matter beyond KCC's reasonable control, then such performance shall be excused and this Agreement shall be deemed suspended during the continuation of such prevention and for a reasonable time thereafter.

XI. INDEPENDENT CONTRACTORS

The Company and KCC are and shall be independent contractors of each other and no agency, partnership, joint venture or employment relationship shall arise, directly or indirectly, as a result of this Agreement.

XII. NOTICES

All notices and requests in connection with this Agreement shall be given or made upon the respective parties in writing and shall be deemed as given as of the third day following the day it is deposited in the U.S. Mail, postage pre-paid or on the day it is given if sent by facsimile or electronic mail or on the day after the day it is sent if sent by overnight courier to the appropriate address set forth below:

Kurtzman Carson Consultants LLC
222 N. Pacific Coast Highway, 3rd Floor
El Segundo, CA 90245
Attn: Drake D. Foster
Tel: (310) 823-9000
Fax: (310) 823-9133
E-Mail: dfoster@kccllc.com

Specialty Retailers, Inc.
2425 West Loop South
Houston, TX 77027
Attn: General Counsel
Tel: (713)331-3670
E-Mail: legalnotices@stage.com

Or to such other address as the party to receive the notice or request so designates by written notice to the other.

XIII. APPLICABLE LAW

The validity, enforceability, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.

XIV. ENTIRE AGREEMENT/ MODIFICATIONS

Each party acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and further agrees that it is the complete and exclusive statement of the agreement between the parties, which supersedes and merges all prior proposals, understandings, other agreements, and communications oral and written between the parties relating to the subject matter of this Agreement. The Company represents that it has the authority to enter into this Agreement, and the Agreement is non-dischargeable under any applicable statute or law. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity,



KCC AGREEMENT FOR SERVICES

legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby. This Agreement may be modified only by a written instrument duly executed by an authorized representative of the Company and an officer of KCC.

XV. COUNTERPARTS; EFFECTIVENESS

This Agreement may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. This Agreement will become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties, which delivery may be made by exchange of copies of the signature page by facsimile or electronic mail.

XVI. ASSIGNMENT

This Agreement and the rights and duties hereunder shall not be assignable by the parties hereto except upon written consent of the other, with the exception that this Agreement can be assigned without written consent by KCC to a wholly-owned subsidiary or affiliate of KCC.

XVII. ATTORNEYS' FEES

In the event that any legal action, including an action for declaratory relief, is brought to enforce the performance or interpret the provisions of this Agreement, the parties agree to reimburse the prevailing party's reasonable attorneys' fees, court costs, and all other related expenses, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which the prevailing party may be entitled.

[SIGNATURE PAGE FOLLOWS]



KCC AGREEMENT FOR SERVICES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the first date mentioned above.

Kurtzman Carson Consultants LLC

A handwritten signature in black ink, appearing to read 'Evan Gershbein', written over a horizontal line.

BY: Evan Gershbein

DATE: 2/24/20

TITLE: EVP, Corporate Restructuring Services

Specialty Retailers, Inc.

A handwritten signature in blue ink, appearing to read 'Jennifer E. Costa', written over a horizontal line.

BY: Jennifer E. Costa

DATE: 2/24/2020

TITLE: SVP, General Counsel & Secretary

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

In re:

STAGE STORES, INC., *et al.*,¹

Debtors.

)
) Chapter 11
)
) Case No. 20-32564 (DRJ)
)
) (Joint Administration Requested)
)
) **Re: Docket No. ____**

**ORDER APPOINTING KCC
AS CLAIMS, NOTICING, AND SOLICITATION AGENT**

Upon the application (the “Application”)² of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of an Order (this “Order”), (a) appointing KCC as claims, noticing, and solicitation agent (“Claims Agent”) in the Debtors’ chapter 11 cases; all as more fully set forth in the Application; and upon the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334; 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 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 Application 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 Application 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 Application and opportunity for a hearing on the Application were appropriate under the circumstances and no other notice

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: Stage Stores, Inc. (6900) and Specialty Retailers, Inc. (1900). The Debtors’ service address is: 2425 West Loop South, Houston, Texas 77027.

² Capitalized terms used and not defined herein have the meanings ascribed to them in the Application.

need be provided; and this Court having reviewed the Application 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 Application 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. Notwithstanding the terms of the Retention Agreement attached to the Application, the Application is granted solely as set forth in this Order.

2. The Debtors are authorized to retain KCC as the Claims Agent to perform the Claims Services set forth in the Application and under the terms of the Retention Agreement relating to such services, and KCC is authorized to perform such services.

3. KCC shall serve as the custodian of court records and shall be designated as the authorized repository for all proofs of claim filed in these cases and is authorized and directed to maintain the Claims Register for each of the Debtors and to provide the Clerk with a certified duplicate thereof upon request of the Clerk.

4. KCC is authorized and directed to provide an electronic interface for the filing of proofs of claim and to obtain a post office box or address for the receipt of proofs of claim. KCC shall provide access to the Claims Register without charge, including access to complete copies of proofs of claim with attachments, if any.

5. KCC is authorized to take such other actions to comply with all duties set forth in the Application and this Order.

6. KCC shall comply with all requests of the Clerk and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c).

7. Without further order of this Court, the Debtors are authorized to compensate KCC on a monthly basis in accordance with the terms and conditions of the Retention Agreement for the Claims Services, upon KCC's submission of monthly invoices summarizing in reasonable detail the services rendered and expenses incurred in connection therewith, without the need for KCC to file fee applications or otherwise seek court approval for the compensation of its services and reimbursement of its expenses.

8. KCC shall maintain records of all services showing dates, categories of services, fees charged, and expenses incurred, and shall serve monthly invoices on the Debtors, the United States Trustee, counsel for any official committee monitoring the expenses of the Debtors, and any party in interest that specifically requests service of the monthly invoices.

9. The parties shall meet and confer in an attempt to resolve any dispute that may arise relating to the Retention Agreement or monthly invoices, and the parties shall seek resolution of the matter from the Court if resolution is not achieved.

10. Pursuant to section 503(b)(1)(A) of the Bankruptcy Code, KCC's fees and expenses incurred in connection with the Claims Services shall be administrative expenses of the Debtors' chapter 11 estates.

11. The application of KCC's retainer to all prepetition invoices is approved. The retainer shall be replenished to the original retainer amount to the extent necessary, and thereafter KCC may hold the retainer as security of payment of KCC's final invoice for services rendered and expenses incurred in performing the Claims Services.

12. Except to the extent set forth below, the Debtors are authorized to indemnify KCC under the terms of the Retention Agreement:

13. KCC shall not be entitled to indemnification, contribution, or reimbursement pursuant to the Retention Agreement for services other than the Claims Services provided under the Retention Agreement, unless such services and the indemnification, contribution, or reimbursement therefor are approved by the Court.

14. The Debtors shall have no obligation to indemnify KCC, or provide contribution or reimbursement to KCC, for any claim or expense that is either: (a) judicially determined (the determination having become final) to have arisen from KCC's gross negligence, willful misconduct, bad faith, self-dealing, breach of fiduciary duty (if any), or fraud, or (b) settled prior to a judicial determination under (a), but determined by this Court, after notice and a hearing, to be a claim or expense for which the Claims Agent should not receive indemnity, contribution, or reimbursement under the terms of the Retention Agreement as modified by this Order.

15. If, before the earlier of (a) the entry of an order confirming a chapter 11 plan in the Debtors' bankruptcy cases (that order having become a final order no longer subject to appeal), or (b) the entry of an order closing the Debtors' bankruptcy cases, KCC believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification, contribution, and/or reimbursement obligations under the Retention Agreement (as modified by this Order), including without limitation the advancement of defense costs, KCC must file an application therefor in this Court, and the Debtors may not pay any such amounts to KCC before the entry of an order by this Court approving the payment. This paragraph is intended only to specify the period of time under which the Court shall have jurisdiction over any request for fees and expenses by KCC for indemnification, contribution, or reimbursement, and not a provision limiting the duration of the Debtors' obligation to indemnify KCC. All parties in interest shall retain the right to object to any demand by KCC for indemnification, contribution, or

reimbursement. In the event that KCC seeks reimbursement from the Debtors for attorneys' fees and expenses in connection with the payment of an indemnity claim pursuant to the Retention Agreement, the invoices and supporting time records for the attorneys' fees and expenses shall be included in KCC's own applications, both interim and final, but determined by this Court after notice and a hearing.

16. In the event KCC is unable to provide the Claims Services, KCC will immediately notify the Clerk and the Debtors' counsel and cause all original proofs of claim and computer information to be turned over to another claims and noticing agent with the advice and consent of the Clerk and Debtors' counsel.

17. KCC shall not cease providing claims and noticing services during the Debtors' chapter 11 cases for any reason, including nonpayment, without an order of the Court.

18. Notwithstanding the relief granted in this Order and any actions taken pursuant to such relief, nothing in this Order shall be deemed: (a) an admission as to the amount of, basis for, or validity of any claim against a Debtor entity under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's right to dispute any claim on any grounds; (c) a promise or requirement to pay any claim; (d) an implication or admission that any particular claim is of a type specified or defined in the Application or any order granting the relief requested by the Application or a finding that any particular claim is an administrative expense claim or other priority claim; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; (g) a waiver or limitation of the Debtors', or any other party in interest's, rights under the Bankruptcy Code or any other

applicable law; or (h) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) that may be satisfied pursuant to the relief requested in this Application are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection, or seek avoidance of, all such liens.

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

20. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Application.

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

Houston, Texas

Dated: _____, 2020

DAVID R. JONES
UNITED STATES BANKRUPTCY JUDGE