

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

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In re: : Chapter 11
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THE CONTAINER STORE GROUP, INC., *et al.*, : Case No. 24-90627 (ARP)
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Debtors.¹ : (Joint Administration Requested)
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EMERGENCY MOTION OF DEBTORS FOR ENTRY OF AN ORDER (I) PROHIBITING UTILITIES FROM ALTERING, REFUSING, OR DISCONTINUING SERVICE; (II) APPROVING THE DEBTORS’ PROPOSED FORM OF ADEQUATE ASSURANCE OF PAYMENT TO UTILITIES, (III) ESTABLISHING PROCEDURES FOR RESOLVING REQUESTS FOR ADDITIONAL ADEQUATE ASSURANCE, AND (IV) GRANTING RELATED RELIEF

Emergency relief has been requested. Relief is requested not later than 1:00 p.m. (prevailing Central Time) on December 23, 2024.

If you object to the relief requested or you believe that emergency consideration is not warranted, you must appear at the hearing if one is set, or file a written response prior to the date that relief is requested in the preceding paragraph. Otherwise, the Court may treat the pleading as unopposed and grant the relief requested.

A hearing will be conducted on this matter on December 23, 2024 at 1:00 p.m. (prevailing Central Time) in Courtroom 400, 4th floor, 515 Rusk Street, Houston, Texas 77002. Participation at the hearing will only be permitted by an audio and video connection.

Audio communication will be by use of the Court’s dial-in facility. You may access the facility at 832-917-1510. Once connected, you will be asked to enter the conference room number. Judge Perez’s conference room number is 282694. Video communication will be by use of the GoToMeeting platform. Connect via the free GoToMeeting application or click the link on Judge Perez’s home page. The meeting code is “JudgePerez”. Click the settings icon in the upper right corner and enter your name under the personal information setting.

Hearing appearances must be made electronically in advance of both electronic and in-person hearings. To make your appearance, click the “Electronic Appearance” link on

¹ The Debtors in these cases, together with the last four digits of each Debtor’s taxpayer identification number, are: The Container Store Group, Inc. (5401); The Container Store, Inc. (6981); C Studio Manufacturing Inc. (4763); C Studio Manufacturing LLC (5770); and TCS Gift Card Services, LLC (7975). The Debtors’ mailing address is 500 Freeport Parkway, Coppell, TX 75019.



Judge Perez’s home page. Select the case name, complete the required fields and click “Submit” to complete your appearance.

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

RELIEF REQUESTED

1. By this Motion, the Debtors seek entry of an order (the “*Proposed Order*”), substantially in the form attached hereto: (i) prohibiting the Debtors’ utility service providers (each, a “*Utility Company*,” and collectively, the “*Utility Companies*”) from altering, refusing, or discontinuing service to, or discriminating against, the Debtors; (ii) approving a proposed adequate assurance deposit as adequate assurance of postpetition payment to the Utility Companies; (iii) establishing procedures for resolving any subsequent requests by the Utility Companies for additional adequate assurance of payment; and (iv) granting related relief.

JURISDICTION AND VENUE

2. The United States Bankruptcy Court for the Southern District of Texas (the “*Court*”) has jurisdiction to consider this Motion under 28 U.S.C. § 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b) and the Court may enter a final order consistent with Article III of the United States Constitution.

3. Venue of these cases and this Motion in this district is proper under 28 U.S.C. §§ 1408 and 1409.

4. The statutory and legal predicates for the relief requested herein are sections 105(a) and 366 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the “*Bankruptcy Code*”), Rules 6003 and 6004 of the Federal Rules of Bankruptcy Procedure (the “*Bankruptcy Rules*”), Rule 9013-1 of the Bankruptcy Local Rules for the Southern District of Texas (the “*Bankruptcy*

Local Rules”), and the Procedures for Complex Cases in the Southern District of Texas (the “*Complex Case Procedures*”).

BACKGROUND

5. On December 22, 2024 (the “*Petition Date*”), the Debtors filed voluntary petitions in the Court commencing cases for relief under chapter 11 of the Bankruptcy Code (the “*Chapter 11 Cases*”). The Debtors continue to manage and operate their businesses as debtors in possession under sections 1107 and 1108 of the Bankruptcy Code. No trustee or examiner has been requested and no committee has been appointed in the Chapter 11 Cases.

6. The factual background regarding the Debtors, including their business operations, their capital and debt structures, and the events leading to the filing of the Chapter 11 Cases, is set forth in detail in the *Declaration of Chad E. Coben, Chief Restructuring Officer, in Support of Chapter 11 Petitions and First Day Motions*, filed contemporaneously herewith (the “*First Day Declaration*”), which is fully incorporated herein by reference.²

7. Contemporaneously with the filing of the Motion, the Debtors filed a motion with the Court pursuant to Bankruptcy Rule 1015(b) requesting joint administration of the Chapter 11 Cases for procedural purposes only.

8. The Chapter 11 Cases are “prepackaged” cases commenced for the purpose of implementing agreed restructuring and recapitalization transactions among the Debtors and their key stakeholders. Prior to the Petition Date, the Debtors entered into that certain Transaction Support Agreement, dated as of December 21, 2024 (as may be amended, modified or supplemented, the “*Transaction Support Agreement*”) with lenders that collectively hold over 90% of the outstanding principal amount of term loans under the Debtors’ Term Loan Facility

² Capitalized terms used but not defined herein have the meanings given to them in the First Day Declaration.

(the “*Consenting Term Lenders*”), including those certain members of an ad hoc term lender group represented by Paul Hastings LLP (the “*Ad Hoc Group*”). The holders of the outstanding principal amount of asset-backed loans under the Debtors’ Prepetition ABL Facility (the “*Prepetition ABL Lenders*”) are not parties to the Transaction Support Agreement.

9. Contemporaneously herewith, the Debtors will file a prepackaged chapter 11 plan of reorganization reflecting the terms of the Transaction Support Agreement (as may be amended, modified or supplemented, the “*Plan*”), along with (a) a corresponding disclosure statement (as may be amended, modified or supplemented, the “*Disclosure Statement*”) and (b) a motion seeking, among other things, (i) conditional approval of the Disclosure Statement, (ii) approval of the solicitation and notice procedures, and (iii) to schedule a combined hearing to consider approval of the Disclosure Statement on a final basis and confirmation of the Plan.

10. The Plan contemplates that all Allowed General Unsecured Claims (as defined in the Plan) will be paid in full or will otherwise be unimpaired and “ride through” the Chapter 11 Cases, and brings in at least approximately \$60 million of new liquidity for the Debtors to fund go forward operations. The Debtors are seeking confirmation of the Plan as quickly as the Court’s schedule and requisite notice periods will permit to implement the proposed restructuring and recapitalization transactions under the Transaction Support Agreement and Plan.

THE UTILITY COMPANIES

I. THE DEBTORS’ UTILITY SERVICES

11. In connection with the operation of their business, the Debtors obtain power, gas, water, sewer, telecommunications services, and other similar services (the “*Utility Services*”) from the Utility Companies. As of the Petition Date, approximately 140 Utility Companies provide Utility Services to the Debtors at their U.S. headquarters, retail store locations, distribution centers, and other locations. A nonexclusive list of Utility Companies that provide Utility Services to the

Debtors as of the Petition Date is attached as **Exhibit A** to the Proposed Order (the “*Utility Services List*”).³ The relief requested in this Motion applies to all Utility Companies providing Utility Services to the Debtors, whether or not included on the Utility Services List.

12. In general, the Debtors have established satisfactory payment histories with the Utility Companies, and payments have been made on a regular and timely basis. To the best of the Debtors’ knowledge, there are no material defaults or arrearages with respect to invoices for prepetition Utility Services as of the Petition Date.

13. Notwithstanding the foregoing, the Debtors are aware of prepetition amounts owed to ENGIE Insight Services Inc. (the “*Payment Processor*”) to process and remit payments to certain providers of Utility Services on the Debtors’ behalf. The Payment Processor manages all Utility Services for which the Debtors pay directly, aside from utilities related to C Studio Manufacturing Inc. and C Studio Manufacturing LLC, which are paid directly by the Debtors. Utility Services that are not processed and paid through the Payment Processor or paid directly by the Debtors are paid indirectly through landlords consistent with the terms of applicable lease agreements.⁴

14. The Payment Processor receives, reviews, and processes applicable utility bills and submits to the Debtors a master invoice of unpaid and processed utility bills in exchange for a monthly fee (the “*Utilities Service Fees*”). The Utilities Service Fees are calculated primarily based on the number of utility accounts processed by the Payment Processor during the month, although additional fees apply for other services, such as opening and closing accounts with Utility

³ The inclusion of any entity on, as well as any omission of any entity from, the Utility Services List is not an admission by the Debtors that such entity is, or is not, a utility within the meaning of section 366 of the Bankruptcy Code, and the Debtors reserve all rights with respect thereto.

⁴ For the avoidance of doubt, the relief requested in this Motion does not apply to utility providers who are paid by the Debtors’ landlords and, thus, lack privity of contract with the Debtors.

Companies. Following a review of each such invoice, the Debtors remit payment to the Payment Processor and the Payment Processor, in turn, arranges for payment to the applicable Utility Companies.

15. On average, the Debtors remit approximately \$7,500 in Utilities Service Fees to the Payment Processor per month. As of the Petition Date, the Debtors estimate that approximately \$15,000 in Utilities Service Fees remain outstanding and payable. Contemporaneously with the filing of this Motion, the Debtors have filed the *Emergency Motion of Debtors for Entry of an Order (i) Authorizing the Debtors to Pay Prepetition Trade Claims in the Ordinary Course of Business and (ii) Granting Related Relief* (the “*All-Trade Motion*”) seeking authorization to pay prepetition amounts owed to all of the Debtors’ vendors, including the Payment Processor, in the ordinary course of business. The Debtors intend to pay, or direct the payment of, any postpetition obligations to the Utility Companies and the Payment Processor in the ordinary course and in a timely fashion.

II. THE DEBTORS’ PROPOSED ADEQUATE ASSURANCE

16. The Debtors anticipate that they will have sufficient cash on hand to timely pay in full, in cash, all undisputed postpetition obligations owed to Utility Companies during these Chapter 11 Cases.

17. Nevertheless, within twenty (20) calendar days after the Petition Date, the Debtors propose to provide additional assurance of payment to each Utility Company listed on the Utility Services List for postpetition Utility Services.⁵ Specifically, the Debtors propose to place a cash deposit equal to one-half of the Debtors’ approximate average monthly cost for all Utility Services

⁵ For the avoidance of doubt, the Debtors are not providing any adequate assurance deposits on account of any party who Debtors pay indirectly for Utility Services through rent payments.

(the “*Adequate Assurance Deposit*”) into a segregated account (the “*Adequate Assurance Account*”) at a bank that has executed a Uniform Depository Agreement with the Office of the United States Trustee for the Southern District of Texas (the “*U.S. Trustee*”) for the benefit of the Utility Companies. The Adequate Assurance Account will be maintained as described herein, and the Debtors’ creditors will have no interest in, nor any lien on, any Adequate Assurance Deposit or the Adequate Assurance Account.

18. Based on the historical average Utility Services monthly cost over fourteen (14) calendar months preceding the Petition Date, as further described above, the Debtors propose that the aggregate Adequate Assurance Deposit be \$214,706.⁶ The Debtors propose that the portion of the Adequate Assurance Deposit calculated based on their average expense for each Utility Company be returned to the Debtors on the earlier of (a) the Debtors’ termination of services from such Utility Company, if there are no outstanding disputes related to postpetition payments due, or (b) at the conclusion of the Chapter 11 Cases.

19. While the Debtors are not aware of any Utility Companies that are paid in advance for Utility Services, for the avoidance of doubt, in the event that the Debtors pay a Utility Company in advance for its Utility Services, the Debtors submit that such Utility Company should be deemed to have received adequate assurance of payment satisfactory to such Utility Company as required by section 366 of the Bankruptcy Code.

20. The Debtors submit that the Adequate Assurance Deposit, together with the Debtors’ ability to pay for postpetition Utility Services in the ordinary course of business

⁶ The proposed amount of the Utility Deposit attributable to each Utility Company is shown on **Exhibit A** attached to the Proposed Order.

(collectively, the “*Proposed Adequate Assurance*”), constitutes “adequate assurance of payment” to Utility Companies for purposes of section 366 of the Bankruptcy Code.

III. THE ADDITIONAL ADEQUATE ASSURANCE PROCEDURES

21. The Debtors believe that no other or further assurance of payment to Utility Companies for postpetition Utility Services beyond the Proposed Adequate Assurance is necessary. However, if a Utility Company believes that additional or alternative assurance of payment is necessary, the Debtors propose the following procedures (the “*Adequate Assurance Procedures*”) to resolve requests for additional or alternative assurance of payment in an orderly and fair manner:

- (a) The Debtors will serve a copy of this Motion and the Order granting the relief requested herein on each Utility Company within seven (7) business days after entry of the Order by the Court.
- (b) The funds in the Adequate Assurance Account shall constitute adequate assurance for each Utility Company in the amount set forth for such Utility Company in the column labeled “Proposed Adequate Assurance” on the Utility Services List.
- (c) Any Utility Company desiring additional assurances of payment in the form of deposits, prepayments, or otherwise must serve a request for additional assurance on the Utility Notice Parties⁷ in writing (each an “*Additional Adequate Assurance Request*”) that sets forth (i) the type of Utility Services provided and the location(s) where such Utility Services are provided; (ii) a summary of the Debtors’ payment history relevant to the

⁷ The “*Utility Notice Parties*” are: (a) The Container Store Group, Inc., 500 Freeport Parkway, Coppell, Texas 75019, Attn: Tasha Grinnell (TLGrinnell@containerstore.com); (b) Latham & Watkins LLP, (i) 355 South Grand Avenue, Suite 100, Los Angeles, CA 90071, Attn: Ted Dillman, Esq. (ted.dillman@lw.com) and (ii) 1271 Avenue of the Americas, New York, NY 10020, Attn: Hugh Murtagh, Esq. (hugh.murtagh@lw.com), Tianjiao (TJ) Li, Esq. (tj.li@lw.com), and Jonathan Weichselbaum, Esq. (jon.weichselbaum@lw.com), proposed co-counsel to the Debtors; (c) Hunton Andrews Kurth LLP, 600 Travis Street, Suite 4200, Houston, Texas 77002, Attn: Timothy (“Tad”) Davidson II, Esq. (taddavidson@huntonak.com) and Ashley Harper, Esq. (ashleyharper@huntonak.com), proposed co-counsel for the Debtors; (d) counsel to the Ad Hoc Group, Paul Hastings LLP, (i) 2001 Ross Avenue, Suite 2700, Dallas, TX 75201, Attn: Charles Persons (charlespersons@paulhastings.com), (ii) 600 Travis Street, 58th Floor, Houston, TX 77002, Attn: Schlea Thomas (schleathomas@paulhastings.com), (iii) 200 Park Avenue, New York, NY 10166, Attn: Jayme Goldstein (jaymegoldstein@paulhastings.com), Isaac Sasson (isaacsasson@paulhastings.com); and (e) counsel to the DIP Agent, (i) Riemer & Braunstein LLP, Times Square Tower, Seven Times Square, Suite 2506, New York, NY 10036, Attn: Donald E. Rothman (drothman@riemerlaw.com) and Steven E. Fox (sfox@riemerlaw.com) and (ii) Frost Brown Todd LLP, Rosewood Court, 2101 Cedar Springs Road, Suite 900, Dallas, TX 75201, Attn: Rebecca L. Matthews (matthews@fbtlaw.com) (each, a “*Utility Notice Party*”).

affected account(s), including any security deposits or bonds provided by the Debtors to such Utility Company; (iii) a certification of the amount of any prepetition utility deposit or bond held by the Utility Company; (iv) an explanation as to why the Utility Company believes the Proposed Adequate Assurance is insufficient adequate assurance of future payment; (v) a certification of the amount that is equal to two weeks of the Utility Services provided by the Utility Company to the Debtors, calculated as a historical average over the fourteen (14) month period ending on the Petition Date; and (vi) an email address to which the Debtors may respond to the Additional Adequate Assurance Request.

- (d) If an amount relating to Utility Services provided postpetition by a Utility Company is unpaid, and remains unpaid beyond any applicable grace period, such Utility Company may request a disbursement from the Adequate Assurance Account by giving notice to the Utility Notice Parties. The Debtors shall honor such request, subject to the ability of the Debtors and any such requesting Utility Company to resolve any dispute regarding such request without further order of the Court. To the extent a Utility Company receives a disbursement from the Adequate Assurance Account, the Debtors shall replenish the Adequate Assurance Account in the amount disbursed.
- (e) The portion of the Adequate Assurance Deposit attributable to each Utility Company shall be returned to the Debtors upon the earlier of (i) reconciliation and payment by the Debtors of the Utility Company's final invoice in accordance with applicable nonbankruptcy law following the Debtors' termination of Utility Services from such Utility Company; or (ii) the effective date of any chapter 11 plan confirmed in the Chapter 11 Cases.
- (f) Unless a Utility Company serves an Additional Adequate Assurance Request, such Utility Company shall be: (i) deemed to have received "satisfactory" adequate assurance of payment in compliance with section 366 of the Bankruptcy Code; and (ii) subject to (h) below, forbidden from discontinuing, altering, or refusing Utility Services to, or discriminating against, the Debtors on account of any unpaid prepetition charges, or requiring additional assurance of payment other than the Proposed Adequate Assurance.
- (g) Upon the Debtors' receipt of any Additional Assurance Request, the Debtors shall promptly negotiate with such Utility Company to resolve such Utility Company's Additional Adequate Assurance Request. The Debtors may, in their discretion and without further order of this Court, resolve any Additional Adequate Assurance Request by mutual agreement with the objecting Utility Company, and in connection with such resolution, may provide a Utility Company with additional adequate assurance of payment, including but not limited to, cash deposits, letters of credit, prepayments, or other forms of security if the Debtors believe such additional assurance is reasonable; *provided, however*, that the Debtors shall maintain a summary record of such agreements and their respective terms, and such summary

record and the agreements themselves shall be available to any official committee appointed in these cases and the U.S. Trustee upon request.

- (h) If the Debtors are unable to reach a resolution with an objecting Utility Company, the Debtors will request a hearing before the Court to determine the adequacy of assurances of payment with respect to such objecting Utility Company (a “**Determination Hearing**”) without prejudice to the Utility Company’s rights to seek a hearing at an earlier time; *provided, however*, that any Determination Hearing or other such hearing to determine the adequacy of assurances of payment shall occur not later than 30 days after the Petition Date upon any timely filed objections to the Debtors’ Proposed Adequate Assurance.
- (i) All Utility Companies, including any Additional Utility Companies, will be prohibited from altering, refusing, or discontinuing Utility Services to, or discriminating against, the Debtors over any unpaid charges for prepetition Utility Services or any perceived inadequacy of the Proposed Adequate Assurance, subject to such Utility Company’s right to seek modification of the Proposed Adequate Assurance under the Adequate Assurance Procedures, unless otherwise ordered by the Court.

IV. AMENDMENTS TO THE UTILITY LIST

22. Although the Debtors have undertaken thorough and good-faith efforts to identify all their Utility Companies, there is a possibility that some Utility Companies currently providing Utility Services to the Debtors may have been unintentionally omitted from the Utility Services List. To the extent that the Debtors identify additional Utility Companies (each, an “**Additional Utility Company**”), the Debtors will promptly amend the Utility Services List, file a notice of the amendment with the Court, and serve copies of the notice, this Motion, and any order entered with respect to this Motion on any Additional Utility Companies.

23. Upon the addition of an Additional Utility Company to the Utility Services List, the Debtors may increase the amount of the Adequate Assurance Deposit by an amount equal to one-half of the Debtors’ approximate monthly payment for Utility Services provided by such Additional Utility Company. The Debtors also seek authority to reduce the Adequate Assurance Deposit to the extent it includes an amount for a Utility Company that the Debtors subsequently determine should be removed from the Utility Services List, *provided however*, that the Debtors

provide such Utility Company with notice and an opportunity to object, and *provided further*, that there are no outstanding disputes related to postpetition payments due.

24. The Debtors request that the Proposed Order (if and when entered) be binding on all Utility Companies, regardless of when each Utility Company was added to the Utility Services List, from and after the date on which the applicable Utility Company is served with a copy of this Motion and any order entered with respect to the Motion, along with an amended Utility Services List; *provided*, that the Proposed Order will be only binding on any additional Utility Company once the Proposed Adequate Assurance has been increased for such Additional Utility Company; and further provided that any Additional Utility Company served with notice pursuant to the Adequate Assurance Procedures may make an Additional Adequate Assurance Request in compliance with the Adequate Assurance Procedures.

25. Should any Additional Utility Company make an Additional Adequate Assurance Request, the Debtors request that such Additional Utility Company be prohibited from altering, refusing, or discontinuing Utility Services to, or discriminating against, the Debtors over any unpaid charges for prepetition Utility Services or any perceived inadequacy of the Proposed Adequate Assurance, pending resolution of such Additional Adequate Assurance Request.

BASIS FOR RELIEF

I. THE COURT SHOULD APPROVE THE DEBTORS' PROPOSED ADEQUATE ASSURANCE

26. Section 366 of the Bankruptcy Code protects a debtor against the immediate termination or alteration of utility services after the Petition Date. *See* 11 U.S.C. § 366. Section 366(c) of the Bankruptcy Code requires the debtor to provide “adequate assurance” of payment for postpetition services in a form “satisfactory” to the utility company within thirty days of the petition date, or the utility company may alter, refuse, or discontinue service. 11 U.S.C.

§ 366(c)(2). Section 366(c)(1) of the Bankruptcy Code provides a non-exhaustive list of examples for what constitutes “assurance of payment.” Although assurance of payment must be “adequate,” it need not constitute an absolute guarantee of a debtor’s ability to pay. *See, e.g., In re Great Atl. & Pac. Tea Co.*, No. 11-CV-1338, 2011 WL 5546954, at *5 (S.D.N.Y. Nov. 14, 2011) (finding that “[c]ourts will approve an amount that is adequate enough to insure against unreasonable risk of nonpayment, but are not required to give the equivalent of a guaranty of payment in full”); *In re Caldor, Inc.—NY*, 199 B.R. 1, 3 (S.D.N.Y. 1996) (“Section 366(b) requires . . . ‘adequate assurance’ of payment. The statute does not require an ‘absolute guarantee of payment.’” (citation omitted)), *aff’d sub nom. Va. Elec. & Power Co. v. Caldor, Inc.—NY*, 117 F.3d 646 (2d Cir. 1997); *see also In re Tekoil & Gas Corp.*, No. 08-80270G3-11, 2008 WL 2928555, at *2 n.1 (Bankr. S.D. Tex. July 21, 2008) (“[A] debtor may continue to pay a utility, and a utility may continue to provide service, in the absence of an injunction preventing the utility from terminating service.”) (citing *In re Viking Offshore (USA) Inc.*, No. 08-31219-H3-11, 2008 WL 782449, at *3 n.3 (Bankr. S.D. Tex. Mar. 20, 2008)).

27. When considering whether a given assurance of payment is “adequate,” the Court should examine the totality of the circumstances to make an informed decision as to whether the Utility Company will be subject to an unreasonable risk of nonpayment. *See In re Keydata Corp.*, 12 B.R. 156, 158 (B.A.P. 1st Cir. 1981) (citing *In re Cunha*, 1 B.R. 330 (Bankr. E.D. Va. 1979)); *In re Adelphia Bus. Sols., Inc.*, 280 B.R. 63, 82–83 (Bankr. S.D.N.Y. 2002). In determining the level of adequate assurance, however, “a bankruptcy court must focus upon the need of the utility for assurance, and . . . require that the debtor supply no more than that, since the debtor almost perforce has a conflicting need to conserve scarce financial resources.” *Va. Elec. & Power Co. v. Caldor, Inc.*, 117 F.3d 646, 650 (2d Cir. 1997).

28. Here, the Utility Companies are adequately assured against any risk of nonpayment for future services, especially considering the Debtors' history of paying utility bills on time in the ordinary course. Even assuming that the Debtors' consistent performance of their obligations and the filing of these prepackaged chapter 11 cases are not sufficient assurance, the Debtors' Proposed Adequate Assurance provides assurance of the Debtors' payment of their future obligations. Accordingly, the Debtors' Proposed Adequate Assurance satisfies the requirements of section 366 of the Bankruptcy Code and should be approved by the Court.

29. The prudence of the foregoing is underscored by the damage that the Debtors will suffer in the absence of the requested relief. In this regard, termination of Utility Services could result in the Debtors' inability to operate their business to the detriment of all stakeholders. *See In re Pilgrim's Pride Corp.*, No. 08-45664 (DML), 2009 WL 7313309, at *2 (Bankr. N.D. Tex. Jan. 4, 2009) ("The consequences of an unexpected termination of utility service to [the debtors] could be catastrophic."); *In re Monroe Well Serv., Inc.*, 83 B.R. 317, 321–22 (Bankr. E.D. Pa. 1988) (noting that without utility service the debtors "would have to cease operations" and that section 366 "was intended to limit the leverage held by utility companies, not increase it."). Should any Utility Company refuse or discontinue service, even for a brief period, the Debtors' business operations could be severely disrupted, and such disruption could jeopardize the Debtors' ability to manage their reorganization efforts and could negatively impact recoveries for the Debtors' creditors.

II. THE COURT SHOULD APPROVE THE ADEQUATE ASSURANCE PROCEDURES

30. Courts are permitted to fashion reasonable procedures, such as the Adequate Assurance Procedures proposed herein, to implement the protections afforded under section 366 of the Bankruptcy Code. *See, e.g., In re Circuit City Stores, Inc.*, No. 08-35653, 2009 WL 484553,

at *5 (Bankr. E.D. Va. Jan. 14, 2009) (stating that “[t]he plain language of § 366 of the Bankruptcy Code allows the Court to adopt the Procedures set forth in the Utility Order.”). Such procedures are important because, without them, the Debtors “could be forced to address numerous requests by utility companies in an unorganized manner at a critical period in [their] efforts to reorganize.” *Id.* Here, notwithstanding a determination that the Proposed Adequate Assurance constitutes sufficient adequate assurance, any rights the Utility Companies believe they have under sections 366(b) and (c)(2) of the Bankruptcy Code are wholly preserved under the Adequate Assurance Procedures. *See id.* at *5–6. The Utility Companies still may choose, in accordance with the Adequate Assurance Procedures, to request modification of the Proposed Adequate Assurance. *See id.* at *6. The Adequate Assurance Procedures, however, avoid a haphazard and chaotic process whereby each Utility Company could make an extortionate, last-minute demand for adequate assurance that would force the Debtors to pay under the threat of losing critical Utility Services. *See id.* at *5.

31. Finally, the Adequate Assurance Procedures comply with paragraph 4(f) of the Complex Case Procedures because (i) paragraph 5 of the Proposed Order provides that “nothing herein shall prejudice the right of a Utility Company to propose alternative procedures by filing a motion and after notice and hearing;” and (ii) paragraph 4(h) of the Proposed Order provides that there will be an adequate assurance hearing held within 30 days after the Petition Date if a Utility Company files a timely objection. In addition, paragraph 7 of the Proposed Order provides that “Notwithstanding the foregoing, the Debtors shall not add any Utility Companies to the Utility Service List after thirty (30) days from the Petition Date without further order of the Court.”

III. ADDITIONAL AUTHORITY FOR THE RELIEF REQUESTED

32. The Court possesses the power, under section 105(a) of the Bankruptcy Code, to “issue any order, process, or judgment that is necessary or appropriate to carry out the provisions

of this title.” *See* 11 U.S.C. § 105(a). The Adequate Assurance Procedures and the Proposed Adequate Assurance are necessary and appropriate to carry out the provisions of the Bankruptcy Code, particularly section 366 thereof. Accordingly, the Court should exercise its powers under sections 366 and 105(a) of the Bankruptcy Code and approve both the Adequate Assurance Procedures and the Proposed Adequate Assurance.

EMERGENCY CONSIDERATION

33. The Debtors respectfully request emergency consideration of this Motion pursuant to Bankruptcy Local Rule 9013-1(i), the Complex Case Procedures, and Bankruptcy Rule 6003, which authorizes a court to grant relief within the first 21 days after the commencement of a chapter 11 case “to the extent that relief is necessary to avoid immediate and irreparable harm.” The Debtors believe that an immediate and orderly transition into chapter 11 is critical to the viability of their operations and the success of the Chapter 11 Cases. As discussed in detail above, immediate and irreparable harm would result if the relief requested herein is not granted. Accordingly, the Debtors submit that they have satisfied the “immediate and irreparable harm” standard of Bankruptcy Rule 6003, and the Debtors believe that emergency consideration is necessary and respectfully request that this Motion be heard on an emergency basis.

WAIVER OF BANKRUPTCY RULE 6004(a) AND (h)

34. Additionally, with respect to any aspect of the relief sought herein that constitutes a use of property under section 363(b) of the Bankruptcy Code, the Debtors seek a waiver of the notice requirements under Bankruptcy Rule 6004(a), to the extent not otherwise satisfied, and of the fourteen-day stay under Bankruptcy Rule 6004(h). As described above, the relief that the Debtors seek in this Motion is immediately necessary for the Debtors to be able to continue to operate their businesses and preserve the value of their estates. The Debtors thus submit that the requested waiver of the notice requirements of Bankruptcy Rule 6004(a) and of the fourteen-day

stay imposed by Bankruptcy Rule 6004(h) is appropriate, as the exigent nature of the relief sought herein justifies immediate unstayed relief.

RESERVATION OF RIGHTS

35. Nothing in this Motion shall be deemed: (a) an implication or admission as to the amount of, basis for, or validity of any claim against the Debtors under the Bankruptcy Code or other applicable non-bankruptcy law; (b) a waiver of the Debtors' or any other party in interest's right to dispute any claim; (c) a promise or requirement to pay any particular claim; (d) an implication or admission that any particular claim is of a type specified or defined in this Motion; (e) a concession by the Debtors that any lien (contractual, common, statutory or otherwise) satisfied pursuant to the Motion is valid (and all rights to contest the extent, validity, or perfection or seek avoidance of all such liens are expressly reserved); (f) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (g) 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; (h) a waiver of the obligation of any party in interest to file a proof of claim; or (i) a waiver of any claims or causes of action which may exist against any entity under the Bankruptcy Code or any other applicable law. If the Court enters any order granting the relief sought herein, any payment made pursuant to such order is not intended and should not be construed as an admission as to the validity of any particular claim or a waiver of the Debtors' rights to subsequently dispute such claim.

36. Nothing in the Proposed Order or this Motion shall be construed to (a) create or perfect, in favor of any person or entity, any interest in cash of any Debtor that did not exist as of the Petition Date or (b) alter or impair any security interest or perfection thereof, in favor of any person or entity, that existed as of the Petition Date.

37. Nothing in the Proposed Order or this Motion shall create, nor is intended to create, any rights in favor of or enhance the status of any claim held by any party.

NOTICE

38. Notice of the Motion will be given to: (a) the Office of the United States Trustee for the Southern District of Texas; (b) counsel to the DIP Term Loan Agents; (c) counsel to the DIP ABL Agent; (d) counsel to the Ad Hoc Group and DIP Lenders; (e) counsel to the Prepetition Term Loan Agent; (f) counsel to the Prepetition ABL Agent; (g) the creditors listed on the Debtors' consolidated list of thirty (30) creditors holding the largest unsecured claims; (h) the Utility Companies; (i) the Payment Processor; (j) the United States Attorney for the Southern District of Texas; (k) the Internal Revenue Service; (l) the Securities and Exchange Commission; (m) the state attorneys general for states in which the Debtors conduct business; and (n) any party that has requested notice pursuant to Bankruptcy Rule 2002. The Debtors submit that, under the circumstances, no other or further notice is required.

39. A copy of the Motion is available on (a) the Court's website, at www.txs.uscourts.gov, and (b) the website maintained by the Debtors' proposed claims and noticing agent, Kurtzman Carson Consultants, LLC d/b/a Verita Global, at <https://www.veritaglobal.net/thecontainerstore>.

[Remainder of page intentionally left blank.]

WHEREFORE, the Debtors respectfully request that the Court enter the Proposed Order granting the relief requested in the Motion and such other and further relief as may be just and proper.

Dated: December 23, 2024
Houston, Texas

Respectfully submitted,

/s/ Timothy A. ("Tad") Davidson II

HUNTON ANDREWS KURTH LLP

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

CERTIFICATE OF SERVICE

I certify that on December 23, 2024, a true and correct copy of the foregoing document was served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas on those parties registered to receive electronic notices.

/s/ Timothy A. ("Tad") Davidson II
Timothy A. ("Tad") Davidson II

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

----- X
In re: : Chapter 11
: :
: Case No. 24-90627 (ARP)
THE CONTAINER STORE GROUP, INC., *et al.*, :
: (Jointly Administered)
Debtors.¹ :
: :
: :
----- X

ORDER (I) PROHIBITING UTILITIES FROM ALTERING, REFUSING, OR DISCONTINUING SERVICE, (II) APPROVING THE DEBTORS’ PROPOSED FORM OF ADEQUATE ASSURANCE OF PAYMENT TO UTILITIES, (III) ESTABLISHING PROCEDURES FOR RESOLVING REQUESTS FOR ADDITIONAL ADEQUATE ASSURANCE, AND (IV) GRANTING RELATED RELIEF
[Relates to Docket No. ____]

Upon the emergency motion (the “*Motion*”)² of the Debtors for entry of an order (this “*Order*”) (i) prohibiting the Utility Companies from altering, refusing, or discontinuing service to, or discriminating against, the Debtors; (ii) approving the Debtors’ proposed adequate assurance deposit as adequate assurance of postpetition payment to the Utility Companies; (iii) establishing procedures for resolving any subsequent requests by the Utility Companies for additional adequate assurance of payment; and (iv) granting related relief, all as more fully set forth in the Motion; and the Court having reviewed the Motion and the First Day Declaration; and the Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. § 1334; and the Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2) and that the Court may enter a final order consistent with Article III of the United States

¹ The Debtors in these cases, together with the last four digits of each Debtor’s taxpayer identification number, are: The Container Store Group, Inc. (5401); The Container Store, Inc. (6981); C Studio Manufacturing Inc. (4763); C Studio Manufacturing LLC (5770); and TCS Gift Card Services, LLC (7975). The Debtors’ mailing address is 500 Freeport Parkway, Coppell, TX 75019.

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

Constitution; and the Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that proper and adequate notice of the Motion has been given and that no other or further notice is necessary, except as set forth in the Motion with respect to entry of this Order; and upon the record herein; and after due deliberation thereon; and the Court having determined that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors, and other parties in interest, it is hereby

ORDERED, ADJUDGED, AND DECREED THAT:

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

2. The Debtors shall deposit cash in the amount of \$214,706, which is equal to one-half of the Debtors' approximate monthly payment for all Utility Services based on the Debtors' average payments over a 14-month period (the "*Adequate Assurance Deposit*"), into a newly-created segregated account (the "*Adequate Assurance Account*") at a bank that has executed a Uniform Depository Agreement with the U.S. Trustee for the benefit of the Utility Companies within 20 days after entry of this Order. The Debtors shall hold the Adequate Assurance Deposit in the Adequate Assurance Account until either the earlier of (a) the Debtors' termination of Utility Services from such Utility Company, if there are no outstanding disputes related to postpetition payments due, or (b) at the conclusion of the Chapter 11 Cases.

3. Subject to the Adequate Assurance Procedures set forth below, all Utility Companies are prohibited from altering, refusing, or discontinuing services to, or discriminating

against, the Debtors on account of any unpaid prepetition charges, the commencement of the Debtors' Chapter 11 Cases, or any perceived inadequacy of the Proposed Adequate Assurance.

4. The following procedures (the "*Adequate Assurance Procedures*") to resolve objections to the Debtors' Proposed Adequate Assurance are approved:

- (a) The Debtors will serve a copy of the Motion and this Order granting the relief requested herein on each Utility Company within two (2) business days after entry of this Order by the Court.
- (b) The funds in the Adequate Assurance Account shall constitute adequate assurance for each Utility Company in the amount set forth for such Utility Company in the column labeled "Proposed Adequate Assurance" on the Utility Services List.
- (c) Any Utility Company desiring additional assurances of payment in the form of deposits, prepayments, or otherwise must serve a request for additional assurance on the Utility Notice Parties³ in writing (each an "*Additional Adequate Assurance Request*") that sets forth (i) the type of Utility Services provided and the location(s) where such Utility Services are provided; (ii) a summary of the Debtors' payment history relevant to the affected account(s), including any security deposits or bonds provided by the Debtors to such Utility Company; (iii) a certification of the amount of any prepetition utility deposit or bond held by the Utility Company; (iv) an explanation as to why the Utility Company believes the Proposed Adequate Assurance is insufficient adequate assurance of future payment; (v) a certification of the amount that is equal to two weeks of the Utility Services provided by the Utility Company to the Debtors, calculated as a historical average over the fourteen (14) month period ending on the Petition Date;

³ The "*Utility Notice Parties*" are: (a) The Container Store Group, Inc., 500 Freeport Parkway, Coppell, Texas 75019, Attn: Tasha Grinnell (TLGrinnell@containerstore.com); (b) Latham & Watkins LLP, (i) 355 South Grand Avenue, Suite 100, Los Angeles, CA 90071, Attn: Ted Dillman, Esq. (ted.dillman@lw.com) and (ii) 1271 Avenue of the Americas, New York, NY 10020, Attn: Hugh Murtagh, Esq. (hugh.murtagh@lw.com), Tianjiao (TJ) Li, Esq. (tj.li@lw.com), and Jonathan Weichselbaum, Esq. (jon.weichselbaum@lw.com), proposed co-counsel to the Debtors; (c) Hunton Andrews Kurth LLP, 600 Travis Street, Suite 4200, Houston, Texas 77002, Attn: Timothy ("Tad") Davidson II, Esq. (taddavidson@huntonak.com) and Ashley Harper, Esq. (ashleyharper@huntonak.com), proposed co-counsel for the Debtors; (d) counsel to the Ad Hoc Group, Paul Hastings LLP, (i) 2001 Ross Avenue, Suite 2700, Dallas, TX 75201, Attn: Charles Persons (charlespersons@paulhastings.com), (ii) 600 Travis Street, 58th Floor, Houston, TX 77002, Attn: Schlea Thomas (schleathomas@paulhastings.com), (iii) 200 Park Avenue, New York, NY 10166, Attn: Jayme Goldstein (jaymegoldstein@paulhastings.com), Isaac Sasson (isaacsasson@paulhastings.com); and (e) counsel to the DIP Agent, (i) Riemer & Braunstein LLP, Times Square Tower, Seven Times Square, Suite 2506, New York, NY 10036, Attn: Donald E. Rothman (drothman@riemerlaw.com) and Steven E. Fox (sfox@riemerlaw.com) and (ii) Frost Brown Todd LLP, Rosewood Court, 2101 Cedar Springs Road, Suite 900, Dallas, TX 75201, Attn: Rebecca L. Matthews (matthews@fbtlaw.com) (each, a "*Utility Notice Party*")

and (vi) an email address to which the Debtors may respond to the Additional Adequate Assurance Request.

- (d) If an amount relating to Utility Services provided postpetition by a Utility Company is unpaid, and remains unpaid beyond any applicable grace period, such Utility Company may request a disbursement from the Adequate Assurance Account by giving notice to the Utility Notice Parties. The Debtors shall honor such request, subject to the ability of the Debtors and any such requesting Utility Company to resolve any dispute regarding such request without further order of the Court. To the extent a Utility Company receives a disbursement from the Adequate Assurance Account, the Debtors shall replenish the Adequate Assurance Account in the amount disbursed.
- (e) The portion of the Adequate Assurance Deposit attributable to each Utility Company shall be returned to the Debtors upon the earlier of (i) reconciliation and payment by the Debtors of the Utility Company's final invoice in accordance with applicable nonbankruptcy law following the Debtors' termination of Utility Services from such Utility Company; or (ii) the effective date of any chapter 11 plan confirmed in the Chapter 11 Cases.
- (f) Unless a Utility Company serves an Additional Adequate Assurance Request, such Utility Company shall be: (i) deemed to have received "satisfactory" adequate assurance of payment in compliance with section 366 of the Bankruptcy Code; and (ii) subject to (h) below, forbidden from discontinuing, altering, or refusing Utility Services to, or discriminating against, the Debtors on account of any unpaid prepetition charges, or requiring additional assurance of payment other than the Proposed Adequate Assurance.
- (g) Upon the Debtors' receipt of any Additional Assurance Request, the Debtors shall promptly negotiate with such Utility Company to resolve such Utility Company's Additional Adequate Assurance Request. The Debtors may, in their discretion and without further order of this Court, resolve any Additional Adequate Assurance Request by mutual agreement with the objecting Utility Company, and in connection with such resolution, may provide a Utility Company with additional adequate assurance of payment, including but not limited to, cash deposits, letters of credit, prepayments, or other forms of security if the Debtors believe such additional assurance is reasonable; *provided, however*, that the Debtors shall maintain a summary record of such agreements and their respective terms, and such summary record and the agreements themselves shall be available to any official committee appointed in these cases and the U.S. Trustee upon request.
- (h) If the Debtors are unable to reach a resolution with an objecting Utility Company, the Debtors will request a hearing before the Court to determine

the adequacy of assurances of payment with respect to such objecting Utility Company (a “**Determination Hearing**”) without prejudice to the Utility Company’s rights to seek a hearing at an earlier time; *provided, however*, that any Determination Hearing or other such hearing to determine the adequacy of assurances of payment shall occur not later than 30 days after the Petition Date upon any timely filed objections to the Debtors’ Proposed Adequate Assurance.

- (i) All Utility Companies, including any Additional Utility Companies, will be prohibited from altering, refusing, or discontinuing Utility Services to, or discriminating against, the Debtors over any unpaid charges for prepetition Utility Services or any perceived inadequacy of the Proposed Adequate Assurance, subject to such Utility Company’s right to seek modification of the Proposed Adequate Assurance under the Adequate Assurance Procedures, unless otherwise ordered by the Court.

5. The Utility Companies are prohibited from requiring additional adequate assurance of payment other than pursuant to the Adequate Assurance Procedures; *provided, however*, nothing herein shall prejudice the right of a Utility Company to propose alternative procedures by filing a motion and after notice and hearing.

6. The Debtors are authorized to add or, following the giving of two weeks’ notice to the affected Utility Company, where the Debtors have received no objection from any such Utility Company, remove any Utility Company from the Utility Services List, and the Debtors may add to or subtract from the Adequate Assurance Deposit an amount equal to one half of the Debtors’ approximate average monthly cost for each Utility Company subsequently added or removed, respectively. If an objection is received, the Debtors shall request a hearing before this Court. This Order shall remain in full force and effect until such hearing. The Debtors shall not deduct from the Adequate Assurance Deposit the amount set aside for any Utility Company that the Debtors seek to terminate or delete from the Utility Service List unless and until the two week notice period has passed and the Debtors have not received any objection to termination or deletion from such Utility Company, or until any such objection has been resolved consensually or by order

of the Court. For Utility Companies that are added to the Utility Services List, the Debtors shall cause a copy of this Order, including the Adequate Assurance Procedures, to be served on such subsequently added Utility Company within two (2) business days. Any Utility Company subsequently added to the Utility Services List and served with a copy of this Order shall be bound by the Adequate Assurance Procedures.

7. Notwithstanding the foregoing, the Debtors shall not add any Utility Companies to the Utility Service List after twenty-five (25) days from the Petition Date without further order of the Court.

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

9. Nothing in the Motion or this Order, or the relief granted herein (including any actions taken or payments made by the Debtors), is to be construed as: (a) an implication or admission as to the amount of, basis for, or validity of any claim against the Debtors under the Bankruptcy Code or other applicable non-bankruptcy law; (b) a waiver of the Debtors' or any other party in interest's right to dispute any claim; (c) a promise or requirement to pay any particular claim; (d) an implication or admission that any particular claim is of a type specified or defined in this Motion; (e) a concession by the Debtors that any lien (contractual, common, statutory or otherwise) satisfied pursuant to the Motion is valid (and all rights to contest the extent, validity or perfection or seek avoidance of all such liens are expressly reserved); (f) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (g) 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; (h) a waiver of the obligation of any party in interest to file a proof of claim; or (i) a waiver of any claims or causes of action which may exist against any entity under the Bankruptcy Code or any other applicable law. Nothing contained in this Order shall be deemed to increase, reclassify, elevate to an administrative expense status, or otherwise affect any claim to the extent it is not paid.

10. Nothing in this Order shall be construed to (a) create or perfect, in favor of any person or entity, any interest in cash of a Debtor that did not exist as of the Petition Date or (b) alter or impair any security interest or perfect thereof, in favor of any person or entity, that existed as of the Petition Date.

11. Nothing in this Order, nor as a result of any payment made pursuant to this Order, shall be deemed or construed as a waiver of the right of Debtors, or shall impair the ability of Debtors, to contest the validity and amount of any payment made pursuant to this Order.

12. Nothing in this Order shall create, nor is intended to create, any rights in favor of or enhance the status of any claim held by any party.

13. Notwithstanding anything to the contrary contained herein, any payment to be made hereunder, and any authorization contained herein, shall be subject to any interim and final orders, as applicable, approving the use of such cash collateral and/or the Debtors' entry into any postpetition financing facilities or credit agreements, and any budgets in connection therewith governing any such postpetition financing and/or use of cash collateral (each such order, a "***DIP Order***"). To the extent there is any inconsistency between the terms of the Dip Order and any action taken or proposed to be taken hereunder, the terms of the DIP Order shall control.

14. Nothing in the Motion or this Order waives or modifies the requirements of the Transaction Support Agreement, including, without limitation, the consent and consultation rights contained herein

15. The requirements set forth in Bankruptcy Rule 6004(a) are hereby waived.

16. Notwithstanding Bankruptcy Rule 6004(h), to the extent applicable, this Order shall be effective and enforceable immediately upon entry hereof.

17. The requirements set forth in Bankruptcy Rule 6003(b) are satisfied because the relief set forth in this Order is necessary to avoid immediate and irreparable harm.

18. The Debtors are authorized and empowered to take all actions necessary or appropriate to implement the relief granted in this Order.

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

Signed: _____

UNITED STATES BANKRUPTCY JUDGE

EXHIBIT A**Utility Services List**

VENDOR NAME	ADDRESS	ACCOUNT NUMBERS¹	SERVICE TYPE	AVERAGE MONTHLY SPEND (\$)	SEMI-MONTHLY SPEND (\$)	EXISTING DEPOSIT (\$)	PROPOSED ADEQUATE ASSURANCE DEPOSIT (\$)
Atmos Energy/630872/740353	PO Box 630872 CINCINNATI, OH 45263-0872	3027741630; 4021423725; 4021423761; 3040857731; 3040858490; 4019429000; 4013885082; 3045262829; 4046504369	Gas	2,165	1,083	-	1,083
City of Coppell, TX	P.O. Box 9478 Coppell, TX 75019	20003335-61586; 20003340-61591	Sewer	1,732	866	-	866
City of Coppell, TX	P.O. Box 9478 Coppell, TX 75019	20003335-61586; 20003338-61589; 20003337-61588; 20003336-61587; 20003340-61591; 20003339-61590	Water	5,516	2,758	330	2,428

¹ Although the Debtors have undertaken thorough and good-faith efforts to identify and verify all account numbers for all of their Utility Companies, due to the voluminous number of accounts, there is a possibility that some account numbers may have changed or may be otherwise unintentionally inaccurate. To the extent that the Debtors become aware of any inaccuracies, the Debtors will promptly contact the applicable Utility Company to update the account number and confirm that any applicable adequate assurance deposit applies to the updated accurate account number with respect to the applicable Utility Company. The Debtors further encourage any Utility Company to promptly bring to the Debtors' attention any inaccuracies they independently identify.

VENDOR NAME	ADDRESS	ACCOUNT NUMBERS ¹	SERVICE TYPE	AVERAGE MONTHLY SPEND (\$)	SEMI-MONTHLY SPEND (\$)	EXISTING DEPOSIT (\$)	PROPOSED ADEQUATE ASSURANCE DEPOSIT (\$)
TXU Energy/650638	PO BOX 650638 Dallas, TX 75265-0638	900057116227; 900057116262; 900057116204; 900057116216; 900057116238; 900057116249; 900057116162; 900057116250; 900057116273; 900057116173; 900057116284; 900057116184; 900057116295; 900057116316; 900057116304; 900057116327; 900057116338; 900057116349; 900057116195; 900057116350	Power	85,542	42,771	257,000	-
CenturyLink Summary - 52187	PO BOX 52187 PHOENIX, AZ 85072-2187	152859101; 150326858	Telecommunications	12,869	6,434	-	6,434
Charter Communications - 223085	BOX 223085 Pittsburgh, PA 15251-2085	185784701; 183051001	Telecommunications	8,551	4,275	-	4,275
Charter Communications SUM - 223085	PO BOX 223085 Pittsburgh, PA 15251-2085	225424001; 225434801	Telecommunications	4,213	2,106	-	2,106

VENDOR NAME	ADDRESS	ACCOUNT NUMBERS ¹	SERVICE TYPE	AVERAGE MONTHLY SPEND (\$)	SEMI-MONTHLY SPEND (\$)	EXISTING DEPOSIT (\$)	PROPOSED ADEQUATE ASSURANCE DEPOSIT (\$)
Frontier Communications - 740407	PO BOX 740407 CINCINNATI, OH 45274-0407	972-393-0864-112103-5; 972-393-2125-060612-5	Telecommunications	300	150	-	150
Level 3 Communications LLC - 910182	PO BOX 910182 DENVER, CO 80291-0182	5-4G36PKDV	Telecommunications	6,105	3,052	-	3,052
Level 3 Communications LLC Sum - 910182	PO BOX 910182 DENVER, CO 80291-0182	442282609; 910 15th St, Denver, CO; 19675 W 10 Mile Rd, Southfield, MI; 441959516	Telecommunications	8,289	4,144	-	4,144
Verizon Summary - 15043	PO BOX 15043 ALBANY, NY 12212-5043	5P726310; 2DH11268; 54017287C	Telecommunications	7,354	3,677	-	3,677
BGE	P.O. Box 13070 PHILADELPHIA, PA 19101-3070	0275707346; 5064751918; 5854256110	Power	29,676	14,838	15,156	-
BGE	P.O. Box 13070 PHILADELPHIA, PA 19101-3070	0275707346; 5854256110	Gas	1,109	555	-	555
City of Austin, TX	PO Box 2267 Austin, TX 78783-2267	66702 00000	Power	7,669	3,834	-	3,834
City of Austin, TX	PO Box 2267 Austin, TX 78783-2267	76702 00000; 66702 00000	Sewer	382	191	-	191
City of Austin, TX	PO Box 2267 Austin, TX 78783-2267	66702 00000; 76702 00000	Water	151	75	-	75

VENDOR NAME	ADDRESS	ACCOUNT NUMBERS ¹	SERVICE TYPE	AVERAGE MONTHLY SPEND (\$)	SEMI-MONTHLY SPEND (\$)	EXISTING DEPOSIT (\$)	PROPOSED ADEQUATE ASSURANCE DEPOSIT (\$)
Texas Gas Service	PO Box 219913 Kansas City, MO 64121-9913	910115192 1495114 82	Gas	154	77	-	77
CPS Energy	P.O. Box 2678 San Antonio, TX 78289-0001	300-0474-627	Power	4,716	2,358	-	2,358
CPS Energy	P.O. Box 2678 San Antonio, TX 78289-0001	300-0474-630	Gas	20	10	-	10
San Antonio Water System, TX	PO Box 650989 Dallas, TX 75265-0989	000206555-0206556-0001; 000497197-0497198-0001	Water	205	103	-	103
San Antonio Water System, TX	PO Box 650989 Dallas, TX 75265-0989	000206555-0206556-0001	Sewer	162	81	-	81
CenterPoint Energy/1325/4981/2628	P.O. Box 4981 HOUSTON, TX 77210-4981	3897580-1; 4428757-1; 9161424-8; 6400960446-9	Gas	381	191	-	191
City of Houston, TX - Water/Wastewater	PO Box 1560 HOUSTON, TX 77251-1560	4327-0413-9018	Water	287	143	-	143
City of Houston, TX - Water/Wastewater	PO Box 1560 HOUSTON, TX 77251-1560	4327-0413-9018	Sewer	124	62	-	62
Congressional Plaza Assoc	PO Box 8500 Lockbox #9320 PHILADELPHIA, PA 19178-9320	196223	Sewer	52	26	-	26

VENDOR NAME	ADDRESS	ACCOUNT NUMBERS ¹	SERVICE TYPE	AVERAGE MONTHLY SPEND (\$)	SEMI-MONTHLY SPEND (\$)	EXISTING DEPOSIT (\$)	PROPOSED ADEQUATE ASSURANCE DEPOSIT (\$)
Congressional Plaza Assoc	PO Box 8500 Lockbox #9320 PHILADELPHIA, PA 19178-9320	196223	Water	36	18	-	18
PEPCO (Potomac Electric Power Company)	PO Box 13608 PHILADELPHIA, PA 19101-3608	55016175659; 5503 6170 953	Power	8,570	4,285	-	4,285
Washington Gas/37747	PO BOX 37747 PHILADELPHIA, PA 19101-5047	220002284614; 310002443649; 310007062766; 310007063327	Gas	368	184	-	184
Dynegy Energy Services/27679	27679 Network Place Chicago, IL 60673	400001671548; 400001649471; 400001670884; 400001526682; 400001667144; 400001633180	Power	20,207	10,103	30,577	-
Nicor Gas/2020/0632/5407	PO Box 5407 Carol Stream, IL 60197-5407	2266440000 3; 9766246121 5	Gas	1,447	723	-	723
Village of Schaumburg, IL	101 Schaumburg Ct Schaumburg, IL 60193-1881	201595-51668	Sewer	7	3	-	3
Village of Schaumburg, IL	101 Schaumburg Ct Schaumburg, IL 60193-1881	201595-51668	Water	40	20	-	20
North Shore Gas	PO Box 6050 Carol Stream, IL 60197-6050	0605160657-00002	Gas	373	186	-	186

VENDOR NAME	ADDRESS	ACCOUNT NUMBERS ¹	SERVICE TYPE	AVERAGE MONTHLY SPEND (\$)	SEMI-MONTHLY SPEND (\$)	EXISTING DEPOSIT (\$)	PROPOSED ADEQUATE ASSURANCE DEPOSIT (\$)
Mesa Water District	PO Box 6513 Pasadena, CA 91109-6500	12035505-074676; 06050206-074676	Water	171	85	-	85
Southern California Edison	P.O. Box 600 Rosemead, CA 91771-0001	700098611355; 700408959825; 700625463825; 700783020117	Power	28,429	14,214	-	14,214
City of Englewood, CO	1000 Englewood Parkway Englewood, CO 80110	00027305 32204086877	Sewer	336	168	-	168
Denver Water	PO Box 173343 DENVER, CO 80217-3343	3890740000	Water	128	64	-	64
Xcel Energy/660553	PO Box 660553 Dallas, TX 75266- 0553	53-2200176-7; 51- 8935199-7; 53- 0012595135-6	Power	13,347	6,673	-	6,673
Xcel Energy/660553	PO Box 660553 Dallas, TX 75266- 0553	53-2200176-7; 53- 0012595135-6	Gas	625	313	-	313
Gas South/530552	P.O. Box 530552 ATLANTA, GA 30353-0552	9241125101; 5998578277; 7222730174	Gas	888	444	-	444
Georgia Power	96 ANNEX ATLANTA, GA 30396	90437-97001; 22719- 08057; 94717-90029	Power	20,284	10,142	-	10,142
Peoples Gas	PO Box 6050 Carol Stream, IL 60197-6050	0605160657-00001; 0737517550-00001	Gas	668	334	-	334

VENDOR NAME	ADDRESS	ACCOUNT NUMBERS ¹	SERVICE TYPE	AVERAGE MONTHLY SPEND (\$)	SEMI-MONTHLY SPEND (\$)	EXISTING DEPOSIT (\$)	PROPOSED ADEQUATE ASSURANCE DEPOSIT (\$)
City Treasurer-Public Utilities Dept	PO Box 129020 San Diego, CA 92112-9020	610000036427	Sewer	58	29	-	29
City Treasurer-Public Utilities Dept	PO Box 129020 San Diego, CA 92112-9020	610000036427	Water	183	91	-	91
San Diego Gas & Electric	P.O. Box 25111 Santa Ana, CA 92799-5111	0076 7241 6024 3	Power	11,867	5,933	-	5,933
San Diego Gas & Electric	P.O. Box 25111 Santa Ana, CA 92799-5111	0076 7241 6024 3	Gas	303	152	-	152
City of Dallas, TX	CITY HALL 2D South Dallas, TX 75277	100267632; 101019449	Water	93	47	160	-
City of Dallas, TX	CITY HALL 2D South Dallas, TX 75277	100267632; 101019449	Sewer	87	43	-	43
FPL - Florida Power & Light Company	General Mail Facility Miami, FL 33188-0001	83472-18144; 21677-88468; 12717-55272; 54365-69106	Power	22,395	11,197	46,526	-
MIAMI-DADE WATER AND SEWER DEPT	P.O. Box 026055 Miami, FL 33102-6055	3902509200	Sewer	283	142	-	142
MIAMI-DADE WATER AND SEWER DEPT	P.O. Box 026055 Miami, FL 33102-6055	3902509200; 8802509200	Water	44	22	-	22

VENDOR NAME	ADDRESS	ACCOUNT NUMBERS ¹	SERVICE TYPE	AVERAGE MONTHLY SPEND (\$)	SEMI-MONTHLY SPEND (\$)	EXISTING DEPOSIT (\$)	PROPOSED ADEQUATE ASSURANCE DEPOSIT (\$)
City of White Plains, NY	PO Box 5064 White Plains, NY 10602	1602-140-00	Sewer	3	1	-	1
City of White Plains, NY	PO Box 5064 White Plains, NY 10602	1602-140-00; 1602- 140-01	Water	51	26	-	26
Con Edison	390 WEST ROUTE 59SPRING VALLEY, 10977- 5300	57964-83000-4; 71394- 51000-3	Power	24,957	12,479	32,335	-
Con Edison	390 WEST ROUTE 59 SPRING VALLEY, 10977-5300	57964-83000-4; 10620560002	Gas	924	462	-	462
Direct Energy/643249/660749	PO Box 660749 Dallas, TX 75266	1857097; 1716991; 1716989; 1638292; 1857098	Power	15,455	7,727	-	7,727
Southlake Water Utilities	1400 Main St STE 200 Southlake, TX 76092	331000055	Sewer	133	67	-	67
Southlake Water Utilities	1400 Main St STE 200 Southlake, TX 76092	331000055	Water	145	73	-	73
Pacific Gas & Electric	P.O. BOX 997300 Sacramento, CA 95899-7300	4132647929-6; 1239007862; 3667788459-9; 7531487361-5; 49159450185; 4525978433-3	Power	20,708	10,354	-	10,354

VENDOR NAME	ADDRESS	ACCOUNT NUMBERS ¹	SERVICE TYPE	AVERAGE MONTHLY SPEND (\$)	SEMI-MONTHLY SPEND (\$)	EXISTING DEPOSIT (\$)	PROPOSED ADEQUATE ASSURANCE DEPOSIT (\$)
Dominion VA/NC Power/26543/26666	P.O. Box 26543 Richmond, VA 23290-0001	008879394438; 004737229015; 008582088152; 000085771590; 210014422716; 210013972398	Power	14,399	7,200	14,205	-
Marin Municipal Water District	220 Nellen Avenue Corte Madera, CA 94925-1105	403833	Water	225	112	-	112
Pacific Gas & Electric	P.O. BOX 997300 Sacramento, CA 95899-7300	1280674526; 7531487361-5; 49159450185	Gas	198	99	-	99
Constellation NewEnergy/4640	PO Box 4640 Carol Stream, IL 60197-4640	7341906; 13915596; 7341905; 7341907; 12350287; 15199707; 10431577; 12350275	Power	29,072	14,536	-	14,536
PSE&G-Public Service Elec & Gas Co	P.O. Box 14444 New Brunswick, NJ 08906-4444	42 008 513 18; 42 010 145 09; 4250350002; 77 052 398 09	Power	5,720	2,860	-	2,860
PSE&G-Public Service Elec & Gas Co	P.O. Box 14444 New Brunswick, NJ 08906-4444	42 008 513 18; 42 010 145 09; 7361721818; 4250350002; 77 052 398 09	Gas	1,339	670	-	670
Veolia Water New Jersey	PO Box 371804 Pittsburgh, PA 15250	10004836011111	Water	742	371	-	371
San Jose Water Company	PO Box 7045 Pasadena, CA 91109-7045	0691110000-3; 9295520000-8	Water	819	410	-	410

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Pasadena Water and Power	P.O. BOX 7120 Pasadena, CA 91109	6832324766	Power	12,347	6,174	-	6,174
Pasadena Water and Power	P.O. BOX 7120 Pasadena, CA 91109	6832324766; 4083022206; 5094412336	Water	541	271	-	271
Southern California Gas (The Gas Co.)	PO Box C Monterey Park, CA 91756	016 291 0132 8; 008 902 0289 8; 051 856 5554 4; 062 363 9406 7	Gas	137	68	-	68
Eversource Energy 660753/56007	PO Box 56007 Boston, MA 02205-6007	7400 138 7286; 7401 353 5641	Power	10,883	5,441	-	5,441
Eversource Energy 660753/56007	PO Box 56007 Boston, MA 02205-6007	7300 250 3966; 7300 120 1216	Gas	853	426	-	426
City of Tualatin, OR	18880 SW Martinazzi Ave Tualatin, OR 97062-7092	013856-000	Sewer	1,018	509	-	509
City of Tualatin, OR	18880 SW Martinazzi Ave Tualatin, OR 97062-7092	013856-000	Water	177	88	-	88
NW Natural	PO BOX 6017 Portland, OR 97228-6017	1555959-4	Gas	133	66	-	66
Portland General Electric (PGE)	PO Box 4438 Portland, OR 97208-4438	9267390000	Power	4,975	2,487	-	2,487

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Puget Sound Energy	BOT-01H Bellevue, WA 98009-9269	200012692162	Power	5,134	2,567	-	2,567
Ameren Missouri	PO Box 88068 Chicago, IL 60680- 1068	13670-51064	Power	3,625	1,813	-	1,813
Spire/St Louis	Drawer 2 St Louis, MO 63171	4531311000	Gas	340	170	-	170
Entergy Arkansas, Inc./8101	PO BOX 8101 BATON ROUGE, LA 70891-8101	72531866	Power	4,598	2,299	-	2,299
Summit Utilities Arkansas Inc	PO Box 676344 Dallas, TX 75267- 6344	210100166396	Gas	208	104	-	104
UBS-Utility Billing Services	P.O. Box 8100 Little Rock, AR 72203-8100	20054458	Sewer	366	183	-	183
UBS-Utility Billing Services	P.O. Box 8100 Little Rock, AR 72203-8100	20054458	Water	142	71	-	71
APS	PO Box 37812 Boone, IA 50037- 0812	5645421000; 3782141000	Power	13,031	6,516	-	6,516
Southwest Gas	PO Box 24531 Oakland, CA 94623-1531	910001488487; 910001275561; 910001266463	Gas	339	170	-	170
City of Plano, TX	P.O. Box 861990 Plano, TX 75086- 1990	187852	Sewer	660	330	-	330

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City of Plano, TX	P.O. Box 861990 Plano, TX 75086-1990	187852	Water	215	108	-	108
CoServ	PO Box 734803 Dallas, TX 75373-4803	9000833065	Gas	204	102	-	102
Grande Communications Network - 679367	PO Box 679367 Dallas, TX 75267-9367	8401-0804324-01	Telecommunications	104	52	-	52
Town of Fairview, TX	372 Town Place Fairview, TX 75069	34-0240-02	Sewer	77	38	-	38
Town of Fairview, TX	372 Town Place Fairview, TX 75069	34-0240-02	Water	44	22	-	22
CenterPoint Energy Minnegasco/4671	PO BOX 4671 HOUSTON, TX 77210-4671	7734872-0	Gas	423	211	-	211
Dominion Energy North Carolina	PO Box 25715 Richmond, VA 23260-5715	5-2100-8745-2169	Gas	148	74	-	74
Duke Energy/1094	PO Box 1094 Charlotte, NC 28201-1094	910080673814; 910030077998	Power	8,012	4,006	-	4,006
AES Indiana	PO Box 110 Indianapolis, IN 46206-0110	200000234577	Power	4,949	2,475	-	2,475
Citizens Energy Group/7056	PO Box 7056 Indianapolis, IN 46207-7056	0009230000	Gas	175	88	-	88

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Citizens Energy Group/7056	PO Box 7056 Indianapolis, IN 46207-7056	0009230000	Sewer	62	31	-	31
Citizens Energy Group/7056	PO Box 7056 Indianapolis, IN 46207-7056	0009230000	Water	165	83	-	83
Piedmont Natural Gas	PO Box 1246 Charlotte, NC 28201-1246	6100 0208 3190; 6100 0208 3322	Gas	370	185	-	185
Nashville Electric Service	PO Box 305099 Nashville, TN 37230-5099	1137485-0500095	Power	6,231	3,116	-	3,116
Entergy Texas, Inc./8104	PO BOX 8104 BATON ROUGE, LA 70891-8104	140880451	Power	4,195	2,097	-	2,097
MUD #METRO	PO Box 7580 Spring, TX 77387- 7580	11-2910-03; 11-2920- 00	Sewer	130	65	-	65
MUD #METRO	PO Box 7580 Spring, TX 77387- 7580	11-2910-03; 11-2920- 00	Water	103	52	-	52
City of El Segundo Water Dept, CA	PO Box 101426 Pasadena, CA 91189-1426	250-60012-002	Sewer	22	11	-	11
City of El Segundo Water Dept, CA	PO Box 101426 Pasadena, CA 91189-1426	250-60012-002	Water	95	48	-	48
NV Energy/30150 South Nevada	PO Box 30150 Reno, NV 89520- 3150	3000292363621841317	Power	5,678	2,839	-	2,839

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Columbia Gas of Virginia	PO Box 70319 PHILADELPHIA, PA 19176-0319	19246761 002 000 1	Gas	140	70	-	70
Fairfax Water - VA	PO Box 5008 Merrifield, VA 22116-5008	0000306321779	Sewer	104	52	-	52
Fairfax Water - VA	PO Box 5008 Merrifield, VA 22116-5008	0000306321779	Water	24	12	-	12
City of Peabody, MA	PO Box 3047 Peabody, MA 01961-3047	802420	Sewer	192	96	-	96
City of Peabody, MA	PO Box 3047 Peabody, MA 01961-3047	802420	Water	124	62	-	62
National Grid - Pittsburgh/371338	PO Box 371338Pittsburgh, PA 15250-7338	42596-74009; 30979- 93008	Gas	1,116	558	29,930	-
Peabody Municipal Light Plant	PO Box 3199 Peabody, MA 01961-3199	130936-002	Power	4,541	2,271	-	2,271
City of Atlanta, GA-Dept of Watershed Mg	PO Box 105275 ATLANTA, GA 30348-5275	0148631301	Sewer	98	49	-	49
City of Atlanta, GA-Dept of Watershed Mg	PO Box 105275 ATLANTA, GA 30348-5275	0148631301	Water	39	19	-	19
National Grid - Pittsburgh/371382	PO Box 371382 Pittsburgh, PA 15250-7382	82084-31009; 92987- 12007	Gas	458	229	-	229

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PSEGLI	P.O. Box 9039 Hicksville, NY 11802-9039	5034623501; 607-60- 5548-1D	Power	6,222	3,111	13,335	-
City of Tampa Utilities	PO Box 30191 Tampa, FL 33630- 3191	2170383	Sewer	62	31	-	31
City of Tampa Utilities	PO Box 30191 Tampa, FL 33630- 3191	2170383	Water	51	26	-	26
Teco Tampa Electric Company	P.O. Box 31318 Tampa, FL 33631- 3318	211004272376	Power	5,426	2,713	-	2,713
Orlando Utilities Commission	PO Box 31329 Tampa, FL 33631- 3329	0475369219	Power	7,129	3,565	-	3,565
Orlando Utilities Commission	PO Box 31329 Tampa, FL 33631- 3329	0475369219	Sewer	112	56	-	56
Orlando Utilities Commission	PO Box 31329 Tampa, FL 33631- 3329	0475369219	Water	116	58	-	58
Fort Worth Water Department	PO Box 961003 Fort Worth, TX 76161-0003	244405-435328	Sewer	51	25	-	25
Fort Worth Water Department	PO Box 961003 Fort Worth, TX 76161-0003	244405-435328	Water	93	46	-	46
City of Palo Alto Utilities, CA	PO Box 51019 Los Angeles, CA 90051-5319	30066412	Power	7,835	3,917	-	3,917

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City of Palo Alto Utilities, CA	PO Box 51019 Los Angeles, CA 90051-5319	30066412	Gas	133	66	-	66
City of Palo Alto Utilities, CA	PO Box 51019 Los Angeles, CA 90051-5319	30066412	Sewer	69	34	-	34
City of Palo Alto Utilities, CA	PO Box 51019 Los Angeles, CA 90051-5319	30066412	Water	172	86	-	86
Aqua Pennsylvania/70279	PO Box 70279 PHILADELPHIA, PA 19176-0279	002107859 1358515; 002107859 1358514	Water	653	326	-	326
PECO/37629	PO BOX 37629 PHILADELPHIA, PA 19101	0377533000	Power	1,772	886	3,325	-
PECO/37629	PO BOX 37629 PHILADELPHIA, PA 19101	0377533000	Gas	229	115	-	115
Upper Merion Sewer Revenue	175 West Valley Forge Road King of Prussia, PA 19406-1802	8004090650	Sewer	89	45	-	45
Rhode Island Energy	PO Box 371875 Pittsburgh, PA 15250-7875	64243-46098	Power	10,029	5,014	-	5,014
Rhode Island Energy	PO Box 371875 Pittsburgh, PA 15250-7875	06941-79032	Gas	351	175	-	175

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City of Wauwatosa-Water	BIN 88445 Milwaukee, WI 53288-0445	103640-3640	Sewer	998	499	-	499
City of Wauwatosa-Water	BIN 88445 Milwaukee, WI 53288-0445	103640-3640	Water	97	48	-	48
WE Energies/Wisconsin Electric/Gas	PO Box 6042 Carol Stream, IL 60197-6042	0708376746-00001	Power	4,349	2,174	-	2,174
WE Energies/Wisconsin Electric/Gas	PO Box 6042 Carol Stream, IL 60197-6042	0708376746-00001	Gas	333	166	-	166
Murray City Corporation, UT	PO Box 57919 Murray, UT 84157-0919	43652-1145673	Sewer	60	30	-	30
Murray City Corporation, UT	PO Box 57919 Murray, UT 84157-0919	43652-1145673	Water	47	23	-	23
Evergy KS MO Metro MO West 219330/219703	P.O. Box 219330 Kansas City, MO 64121-9330	0022721930	Power	5,779	2,889	-	2,889
Johnson County Wastewater - 219948	PO BOX 219948 Kansas City, MO 64121-9948	0023155264	Sewer	53	27	-	27
Kansas Gas Service	PO Box 219046 Kansas City, MO 64121-9046	512458004 1581688 64	Gas	274	137	-	137
WaterOne (Water Dist No 1 of Johnson Co)	PO Box 219432 Kansas City, MO 64121-9432	400103292876	Water	63	32	-	32

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City of Glendale, AZ/500	P.O. Box 500 Glendale, AZ 85311-0500	00195998-05	Sewer	26	13	-	13
City of Glendale, AZ/500	P.O. Box 500 Glendale, AZ 85311-0500	00195998-05	Water	94	47	-	47
City of Phoenix, AZ - 29100	PO Box 29100 PHOENIX, AZ 85038-9100	3374814905; 3510752088	Water	39	19	-	19
City of Phoenix, AZ - 29100	PO Box 29100 PHOENIX, AZ 85038-9100	3374814905	Sewer	29	14	-	14
SRP - Salt River Project/2951	PO Box 2951 PHOENIX, AZ 85062-2951	311-275-001	Power	4,941	2,471	12,340	-
Columbia Gas of Ohio	PO Box 4629 Carol Stream, IL 60197-4629	19728537 001 000 4	Gas	104	52	-	52
DELMARVA POWER DE/MD/VA/17000/13609	PO Box 13609 PHILADELPHIA, PA 19101-3609	5000 3451 775	Power	4,060	2,030	-	2,030
DELMARVA POWER DE/MD/VA/17000/13609	PO Box 13609 PHILADELPHIA, PA 19101-3609	5000 3451 775	Gas	309	155	-	155
Tucson Electric Power Company	PO Box 5171 Harlan, IA 51593- 0671	0720530929	Power	5,404	2,702	-	2,702
City of Oxnard, CA	214 South C St Oxnard, CA 93030-5712	291143-269063	Sewer	31	15	-	15

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City of Oxnard, CA	214 South C St Oxnard, CA 93030-5712	291143-293083; 291143-269063	Water	186	93	-	93
Fulton County Finance Department, GA	PO Box 105300 ATLANTA, GA 30348-5300	0112739100685770; 00685005	Sewer	37	18	-	18
Fulton County Finance Department, GA	PO Box 105300 ATLANTA, GA 30348-5300	0112739100685770; 00685005	Water	217	109	-	109
California American Water Company	PO BOX 7150 Pasadena, CA 91109-7150	1015-220012005512; 1015-210048488249	Water	1,177	589	-	589
SMUD	Box 15555 Sacramento, CA 95852-1555	6344619; 6344615	Power	4,061	2,030	-	2,030
Jersey Central Power & Light	PO Box 371422 Pittsburgh, PA 15250-7422	100 127 553 392	Power	1,433	717	-	717
Township of Livingston, NJ	357 South Livingston Avenue Livingston, NJ 07039	126106-0	Sewer	23	11	-	11
Township of Livingston, NJ	357 South Livingston Avenue Livingston, NJ 07039	126113-0; 126106-0	Water	24	12	-	12
Consumers Energy	PO Box 740309 CINCINNATI, OH 45274-0309	1030 2144 5525; 1030 2315 3069	Gas	849	424	-	424

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Duquesne Light Company	PO Box 371324 Pittsburgh, PA 15250-7324	2170-472-963	Power	1,365	683	-	683
Peoples/644760	PO Box 644760 Pittsburgh, PA 15264-4760	210003807463	Gas	203	101	-	101
Ross Township, PA	PO Box 645124 Pittsburgh, PA 15264-5124	366002096200001	Sewer	53	27	-	27
West View Water Authority	PO Box 6295 Hermitage, PA 16148-0923	36600-2096200-001	Water	208	104	-	104
Seacoast Utility Authority	PO Box 30568 Tampa, FL 33630- 3568	00002796; 45323021	Water	112	56	330	-
Seacoast Utility Authority	PO Box 30568Tampa, FL 33630-3568	45323021	Sewer	102	51	-	51
City of Troy, MI	PO Box 554743 Detroit, MI 48255-4753	2100959	Sewer	12	6	-	6
City of Troy, MI	PO Box 554743 Detroit, MI 48255-4753	2100959	Water	43	21	-	21
DTE Energy/630795/740786	PO BOX 630795 CINCINNATI, OH 45263-0795	9100 401 1351 6	Power	5,070	2,535	-	2,535
MidAmerican Energy Company	PO Box 8020 Davenport, IA 52808-8020	09390-92101	Power	2,576	1,288	-	1,288

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MidAmerican Energy Company	PO Box 8020 Davenport, IA 52808-8020	09390-92101	Gas	239	119	-	119
West Des Moines Municipal Services	PO Box 402002 Des Moines, IA 50940-2002	71-0454	Sewer	196	98	-	98
West Des Moines Municipal Services	PO Box 402002 Des Moines, IA 50940-2002	71-0454	Water	18	9	-	9
AW Billing Service LLC	4431 North Dixie Highway Boca Raton, FL 33431	917829	Water	505	252	-	252
Enbridge Gas Ohio/26785	P.O. Box 26785 Richmond, VA 23261-6785	3 1800 0452 9941	Gas	458	229	-	229
The Illuminating Company	PO Box 371422 Pittsburgh, PA 15250-7422	110 125 660 404	Power	871	436	-	436
New Mexico Gas Company	PO Box 27885 Albuquerque, NM 87125-7885	115870483-1379119-6	Gas	103	52	85	-
City of Oklahoma City, OK	PO BOX 26570 Oklahoma City, OK 73126-0570	250101715841	Sewer	211	105	-	105
City of Oklahoma City, OK	PO BOX 26570 Oklahoma City, OK 73126-0570	250101715841	Water	418	209	-	209

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OG&E -Oklahoma Gas & Electric Service	P.O. Box 24990 Oklahoma City, OK 73124-0990	131245880-3	Power	2,734	1,367	-	1,367
Oklahoma Natural Gas Co: Kansas City	PO Box 219296 Kansas City, MO 64121-9296	213487886 2596674 09	Gas	244	122	-	122
City of Germantown, TN	PO Box 2274 Memphis, TN 38101-2274	000091445-000105460	Sewer	28	14	-	14
City of Germantown, TN	PO Box 2274 Memphis, TN 38101-2274	000091445-000105460	Water	38	19	100	-
Memphis Light, Gas & Water Division	P.O. Box 388 Memphis, TN 38145-0388	00120-8021-1551-935	Power	3,011	1,505	-	1,505
Memphis Light, Gas & Water Division	P.O. Box 388 Memphis, TN 38145-0388	00120-8021-1551-935	Gas	119	59	-	59
City of Richmond, VA	PO Box 71210 Charlotte, NC 28272-1210	814804-0175052	Gas	136	68	600	-
Colorado Springs Utilities	PO Box 340 Colorado Springs, CO 80901	5292208389	Power	1,231	615	1,464	-
Colorado Springs Utilities	PO Box 340 Colorado Springs, CO 80901	5292208389	Gas	13	7	-	7
Liberty Utilities - NH	75 Remittance Dr Chicago, IL 60675- 1032	200006497560	Power	2,726	1,363	-	1,363

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UNITIL NH Gas Operations	PO Box 981077 Boston, MA 02298-1077	4142685500	Gas	458	229	1,600	-
New Jersey American Water Company/371331	P.O. Box 371331 Pittsburgh, PA 15250-7331	1018-210051311031	Water	168	84	-	84
South Huntington Water District	PO Box 71458 PHILADELPHIA, PA 19176-9903	45-1837-30	Water	5	3	-	3
Los Angeles Dept of Water & Power/30808	P.O. Box 30808 Los Angeles, CA 90030-0808	751 420 1687	Power	3,550	1,775	-	1,775
City of Foster City/Emid	610 FOSTER CITY BLVD FOSTER CITY, CA 94404	73657-141471	Water	891	445	-	445
City of Elmhurst	209 N YORK ST Elmhurst, IL 60126	71689-2914; 35887-2912	Water	515	257	-	257
Comcast Business	P O Box 4089 Carol Stream, IL 60126-1128	8771 20 089 0569417	Telecommunications	184	92	-	92
ComEd	PO Box 6111 Carol Stream, IL 60197-6113	4048686000; 2738296000	Power	4,998	2,499	-	2,499
Nicor Gas	PO Box 5407 Carol Stream, IL 60197-5407	29-82-21-5488 5; 78-02-78-0000 8	Gas	595	297	-	297

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Vinakom Communications	860 Remington Road Schaumburg, IL 60173	106521	Telecommunications	1,781	890	-	890