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

| | | |
|---|---|---|
| In re: | ) | Chapter 11 |
| SANGAMO THERAPEUTICS, INC. | ) | Case No. 26-10989 (CTG) |
| Debtor.[1] | ) | **Re: Docket No. 4, 56 & 65** |

**CERTIFICATION OF COUNSEL REGARDING FINAL ORDER (I) APPROVING THE DEBTOR'S PROPOSED FORM OF ADEQUATE ASSURANCE OF PAYMENT TO UTILITY COMPANIES, (II) ESTABLISHING PROCEDURES FOR RESOLVING OBJECTIONS BY THE UTILITY COMPANIES, (III) PROHIBITING THE UTILITY COMPANIES FROM ALTERING, REFUSING, OR DISCONTINUING SERVICE, AND (IV) GRANTING RELATED RELIEF**

The undersigned hereby certifies as follows:

1. On June 23, 2026, Sangamo Therapeutics, Inc., as debtor and debtor in possession (the "**Debtor**") in the above-captioned case, filed the *Motion of the Debtor for Entry of Interim and Final Orders (I) Approving the Debtor's Proposed Form of Adequate Assurance of Payment to Utility Companies, (II) Establishing Procedures for Resolving Objections by the Utility Companies, (III) Prohibiting the Utility Companies from Altering, Refusing, or Discontinuing Service, and (IV) Granting Related Relief* [Docket No. 4] (the "**Motion**") with the United States Bankruptcy Court for the District of Delaware (the "**Court**"). Attached thereto as **Exhibit B** was a proposed form of order granting the relief requested in the Motion on a final basis (the "**Proposed Final Order**").

[1] The last four digits of the Debtor's federal tax identification number are 9556. The Debtor's principal office is located at 501 Canal Boulevard, Suite A100, Richmond, CA 94084.



2610989260717000000000013

2. On June 24, 2026, the Court entered the *Interim Order (I) Approving the Debtor's Proposed Form of Adequate Assurance of Payment to Utility Companies, (II) Establishing Procedures for Resolving Objections by the Utility Companies, (III) Prohibiting the Utility Companies from Altering, Refusing, or Discontinuing Service, and (IV) Granting Related Relief* [Docket No. 56] (the "**Interim Order**").

3. Pursuant to the Interim Order and the *Omnibus Notice of First Day Motions and Final Hearing Thereon* [Docket No. 65], objections, if any, to the relief requested in the Motion were to be filed and served by no later than July 14, 2026 at 4:00 p.m. (Eastern Time) (the "**Objection Deadline**"). The Objection Deadline was extended to July 15, 2026 at 4:00 p.m. (ET) for the Official Committee of Unsecured Creditors (the "**Committee**").

4. Prior to the Objection Deadline, the Debtor received informal comments (the "**Comments**") to the final relief requested in the Motion from the Committee and the Office of the United States Trustee for the District of Delaware (the "**U.S. Trustee**"). Other than the Comments, the Debtor received no informal responses to the final relief requested in the Motion, and no objection or responsive pleading to the Motion as appeared on the Court's docket in this chapter 11 case.

5. The Debtors have prepared a revised form of the Proposed Final Order to resolve the Comments (the "**Revised Final Order**"), and a copy of the Revised Final Order is attached hereto as **Exhibit 1**. For the convenience of the Court and all parties in interest, a redline comparison of the Revised Final Order marked against the Proposed Final Order is attached hereto as **Exhibit 2**.

6. The Revised Final Order has been circulated to the U.S. Trustee and counsel to the Committee, and the aforementioned parties do not object to the entry of the Revised Final Order.

WHEREFORE the Debtor respectfully requests that the Revised Final Order, substantially in the form attached hereto as **Exhibit 1**, be entered at the earliest convenience of the Court.

*[Remainder of Page Intentionally Left Blank]*

Dated: July 17, 2026
Wilmington, Delaware

Respectfully submitted,

*/s/ Brendan J. Schlauch*

Daniel J. DeFranceschi (No. 2732)
Amanda R. Steele (No. 5530)
Brendan J. Schlauch (No. 6115)
**RICHARDS, LAYTON & FINGER, P.A.**
One Rodney Square
920 N. King Street
Wilmington, Delaware 19801
Telephone: (302) 651-7700
Facsimile: (302) 651-7701
Email: defranceschi@rlf.com
steele@rlf.com
schlauch@rlf.com

-and-

Cullen D. Speckhart
Lauren A. Reichardt
Miriam Peguero Medrano
**COOLEY LLP**
55 Hudson Yards
New York, NY 10001-2157
Telephone: (212) 479-6000
Facsimile: (212) 479-6275
Email: cspeckhart@cooley.com
lreichardt@cooley.com
mpegueromedrano@cooley.com

-and-

Robert L. Eisenbach III
**COOLEY LLP**
3 Embarcadero Center, 20th Floor
San Francisco, CA 94111-4004
Telephone: (415) 693-2000
Email: reisenbach@cooley.com

*Proposed Counsel for the Debtor and Debtor in Possession*

**Exhibit 1**

**Revised Final Order**

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

| | | |
|---|---|---|
| In re: | ) | Chapter 11 |
| SANGAMO THERAPEUTICS, INC. | ) | Case No. 26-10989 (CTG) |
| Debtor.[1] | ) | **Re: Docket No. 4 & 56** |

**FINAL ORDER (I) APPROVING THE DEBTOR'S PROPOSED FORM OF ADEQUATE ASSURANCE OF PAYMENT TO UTILITY COMPANIES, (II) ESTABLISHING PROCEDURES FOR RESOLVING OBJECTIONS BY THE UTILITY COMPANIES, (III) PROHIBITING THE UTILITY COMPANIES FROM ALTERING, REFUSING, OR DISCONTINUING SERVICE, AND (IV) GRANTING RELATED RELIEF**

Upon the motion (the "**Motion**")[2] of the Debtor for entry of a final order (this "**Final Order**"), (i) approving the Debtor's proposed form of adequate assurance of payment to the Utility Companies; (ii) establishing procedures for resolving objections by the Utility Companies relating to the adequacy of the proposed adequate assurance; (iii) prohibiting the Utility Companies from altering, refusing, or discontinuing service to, or discriminating against, the Debtor on account of the commencement of this Chapter 11 Case or outstanding prepetition invoices; and (iv) granting related relief, all as more fully set forth in the Motion; and the Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* for the United States District Court for the District of Delaware, dated February 29, 2012 (Sleet, C.J.); and consideration of the Motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due, sufficient, and proper notice

[1] The last four digits of the Debtor's federal tax identification number are 9556. The Debtor's principal office is located at 501 Canal Boulevard, Suite A100, Richmond, CA 94084.

[2] Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Motion.

of the Motion having been provided and in accordance with the Bankruptcy Rules and the Local Rules, and it appearing that no other or further notice need be provided; and a hearing, if any, having been held to consider the relief requested in the Motion (the "**Hearing**"); and upon consideration of the First Day Declaration and the record of the Hearing, if any, and all of the proceedings had before the Court; and the Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED on a final basis as set forth herein. Any objections or reservations of rights filed in respect of the Motion not otherwise withdrawn or resolved are overruled.

2. Absent further order of this Court, the Utility Companies, including any subsequently added Utility Companies, are prohibited from altering, or discontinuing any Utility Services to, or discriminating against, the Debtor on account of prepetition amounts outstanding or on account of any perceived inadequacy of the Debtor's proposed adequate assurance.

3. To the extent not already deposited pursuant to the Interim Order, the Debtor shall deposit the Adequate Assurance Deposit in the amount of $75,000 into the Utility Deposit Account for the benefit of the Utility Companies. The Adequate Assurance Deposit shall serve as a cash security deposit to provide adequate assurance of payment for Utility Services provided to the Debtor after the Petition Date and through the pendency of this Chapter 11 Case. The Adequate Assurance Deposit may be reduced by the Debtor, without further order of the Court, to account for the termination of Utility Services by the Debtor upon reconciliation and payment by the Debtor of the Utility Company's final invoice in accordance with applicable nonbankruptcy law;

*provided* that there are no outstanding disputes related to postpetition payments due, or upon other arrangements with respect to adequate assurance of payment reached with a Utility Company. The obligation to maintain the Adequate Assurance Deposit shall terminate upon the effective date of a confirmed chapter 11 plan or such other time as this Chapter 11 Case is closed.

4. The following Adequate Assurance Procedures are hereby approved:

a. The Debtor will serve on the Utility Companies a copy of this Final Order, within two business days after the entry of hereof.

b. If a Utility Company is not satisfied with the Proposed Adequate Assurance, it must serve a written request (an "**Additional Assurance Request**") on the following parties: (i) proposed counsel to the Debtor, (a) Cooley LLP, Cullen Drescher Speckhart (cspeckhart@cooley.com), Lauren A. Reichardt (lreichardt@cooley.com), Miriam Peguero Medrano (mpegueromedrano@cooley.com), and Robert Eisenbach, III (reisenbach@cooley.com) and (b) Richards, Layton & Finger, P.A., Daniel J. DeFranceschi (defranceshi@rlf.com), Amanda R. Steele (steele@rlf.com), and Brendan J. Schlauch (schlauch@rlf.com); (ii) proposed counsel to the official committee of unsecured creditors (the "**Committee**"): McDermott Will & Schulte LLP, David R. Hurst (dhurst@mcdermottlaw.com), Darren Azman (dazman@mcdermottlaw.com), Kristin Going (kgoing@mcdermottlaw.com), Lindsay Barca (lbarca@mcdermottlaw.com), and Andrew A. Mark (amark@mcdermotlaw.com); (iii) counsel to the DIP Lender, Norton Rose Fulbright US LLP, 1301 Avenue of the Americas, New York, NY 10019 (Attn: Robert M. Hirsh (robert.hirsh@nortonrosefulbright.com) and James Copeland (james.copeland@nortonrosefulbright.com); and (iv) the U.S. Trustee, Attn: Linda J. Casey (linda.casey@usdoj.gov).

c. The Additional Assurance Request must (i) be made in writing, (ii) set forth the location(s) for which Utility Services are provided, the account number(s) for those location(s), and the outstanding balance for each account, (iii) explain why the applicable Utility Company believes the Adequate Assurance Deposit is not adequate assurance of payment, (iv) summarize the Debtor's payment history relevant to the affected account(s), including whether the Utility Company holds any deposits or other security, and if so, in what amount, and (v) set forth the amount and form of additional assurance of payment requested.

d. If the Debtor determines, in its sole discretion, that an Additional Assurance Request or any consensual agreement reached in connection therewith is reasonable, the Debtor, without further order of the Court, may, upon written notice to the Committee, enter into agreements granting additional adequate assurance to the Utility Company making such Additional Assurance Request and, in connection with such agreements, provide the Utility Company with additional adequate

assurance of payment, including cash deposits, prepayments or other forms of security.

e. If the Debtor, in its sole discretion, determines that an Additional Assurance Request is unreasonable, then it shall promptly negotiate with the requesting party and if unable to reach a prompt resolution to the Additional Assurance Request, set the matter (the "**Adequate Assurance Dispute**") for hearing at the next regularly scheduled omnibus hearing date in this Chapter 11 Case. Pending resolution of the Adequate Assurance Dispute, the Utility Company that is the subject of the Adequate Assurance Dispute may not alter, refuse or discontinue services to the Debtor. The applicable Utility Company may request a hearing on an earlier date in the event that it does not agree to the date proposed by the Debtor.

f. Any Utility Company that does not make an Additional Assurance Request in accordance with the Adequate Assurance Procedures shall be deemed to have received adequate assurance of payment satisfactory to such Utility Company as required by section 366 of the Bankruptcy Code, and shall be prohibited from altering, refusing, or discontinuing Utility Services to the Debtor, subject to such Utility Company's right to seek modification of the Proposed Adequate Assurance under Bankruptcy Code section 366(c)(3), unless otherwise ordered by the Court.

5. Subject to the rights of a Utility Company to make an Adequate Assurance Request in accordance with the Adequate Assurance Procedures, and to seek modification of the Proposed Adequate Assurance under Bankruptcy Code section 366(c)(3), the Utility Companies have been provided with adequate assurance of payment within the meaning of section 366 of the Bankruptcy Code by virtue of the Adequate Assurance Deposit and the Adequate Assurance Procedures as proposed are hereby approved. As a result, the Utility Companies are prohibited from altering, refusing or discontinuing Utility Services on account of prepetition amounts outstanding or on account of any perceived inadequacy of the Adequate Assurance Procedures, and the Debtor is not required to provide any additional adequate assurance beyond what is stated in this Final Order.

6. Nothing contained in this Final Order impairs or otherwise affects the rights of Utility Companies under 11 U.S.C. § 366(c)(4) with respect to pre-petition deposits.

7. The Debtor is authorized, after consultation with the Committee, to amend the Utility Service List to add or delete any Utility Company. For any additional Utility Companies

that the Debtor identifies, the Debtor will amend the Utility Service List to add any such Utility Company and serve a copy of the Motion and this Final Order on any such subsequently added Utility Company, along with an amended Utility Service List that includes such Utility Company. Any such amended Utility Service List will also be filed with the Court. In addition, the Debtor will increase the amount of the Adequate Assurance Deposit by an amount equal to one-half of one month's cost of Utility Services provided by such additional Utility Company, calculated as a historical average over the past twelve months. This Final Order shall be binding on all Utility Companies, regardless of whether or when such Utility Company was added to the Utility Service List, provided that such Utility Companies have been served with the Motion and this Final Order.

8. The Debtor shall provide the Committee with all material information regarding the Adequate Assurance Deposit and the Utility Deposit Account, including, without limitation, its balance upon request.

9. Nothing herein constitutes a finding that any entity is or is not a Utility Company hereunder or under section 366 of the Bankruptcy Code, whether or not such entity is included in the Utility Service List.

10. The Debtor is authorized, but not directed, to pay on a timely basis, in accordance with its prepetition practices, all undisputed invoices for Utility Services rendered by the Utility Companies to the Debtor after the Petition Date.

11. Notwithstanding anything to the contrary in the Motion, the relief granted by this Final Order is not with respect to Utility Companies that indirectly supply Utility Services through a Landlord. The Landlords must continue paying for Utility Services for the benefit of the Debtor pursuant to the applicable lease in the ordinary course of business and may not cease, reduce, delay, or otherwise interfere with the payment or delivery of such Utility Services, regardless of

any nonpayment, deferral, or waiver of rent, or any defaults with respect to such lease; *provided* that a Landlord may cease payments on account of Utility Services following the effective date of the rejection of the applicable lease pursuant to section 365 of the Bankruptcy Code, if any. Notwithstanding anything to the contrary herein, nothing in this Final Order affects the rights and obligations of the Debtor and any Landlord under section 365 of the Bankruptcy Code with respect to the applicable lease.

12. Nothing contained in the Motion or this Final Order, nor any payment made pursuant to the authority granted by this Final Order, is intended to be or shall be construed as: (a) an admission as to the validity, extent, perfection, priority, allowability, or enforceability of any claim or any security interest which purportedly secures such claim, or other asserted right or obligation, or a waiver or other limitation on the Debtor's ability to contest the same on any ground permitted by bankruptcy or applicable non-bankruptcy law; (b) a waiver of the Debtor's or any appropriate party in interest's rights to dispute the amount of, basis for, or validity of any claim against the Debtor; (c) a promise to pay any claim; (d) a waiver of any claims or causes of action which may exist against any creditor or interest holder; (e) an assumption or rejection of any executory contract or unexpired lease pursuant to section 365 of the Bankruptcy Code, and nothing herein otherwise affects the Debtor's rights under section 365 of the Bankruptcy Code to assume or reject any executory contract or unexpired lease with any party subject to this Final Order; (f) granting third-party beneficiary status or bestowing any additional rights on any third party; (g) being otherwise enforceable by any third party, or (h) a waiver of the Debtor's or any other party in interest's respective rights under the Bankruptcy Code, any other applicable non-bankruptcy law, or any order of this Court. Without limiting the generality of the foregoing, nothing in the Motion or this Final Order nor any payment of any Utility Services pursuant to this Final Order

shall be construed as impairing the Debtor's right to contest the validity, priority, or amount of any payments for Utility Services and all of the Debtor's rights with respect thereto are hereby reserved.

13. For the avoidance of doubt, any liens granted over the Utility Deposit Account under any order of this Court approving debtor-in-possession financing and/or usage of cash collateral shall be limited to the Debtor's reversionary interest in the Utility Deposit Account.

14. Notwithstanding anything to the contrary contained in the Motion or herein, any payment to be made hereunder, and any authorization contained herein, shall be subject to and in accordance with any orders, as applicable, authorizing or approving any postpetition debtor-in-possession financing or use of cash collateral for the Debtor (such orders, the "**DIP Order**") and any budget in connection with any such postpetition debtor-in-possession financing or use of cash collateral authorized therein. 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.

15. Notice of the Motion is adequate under Bankruptcy Rule 6004(a).

16. This Final Order is immediately effective and enforceable notwithstanding the provisions of Bankruptcy Rule 6004(h) or otherwise.

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

**Exhibit 2**

**Blackline**

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

| | | |
|---|---|---|
| In re: | ) | Chapter 11 |
| SANGAMO THERAPEUTICS, INC. | ) | Case No. ~~26-~~ ~~( )~~ 26-10989 (CTG) |
| Debtor.[1] | ) | **Re: Docket No. ~~4~~ 4 & 56** |

**FINAL ORDER (I) APPROVING THE DEBTOR'S PROPOSED FORM OF ADEQUATE ASSURANCE OF PAYMENT TO UTILITY COMPANIES, (II) ESTABLISHING PROCEDURES FOR RESOLVING OBJECTIONS BY THE UTILITY COMPANIES, (III) PROHIBITING THE UTILITY COMPANIES FROM ALTERING, REFUSING, OR DISCONTINUING SERVICE, AND (IV) GRANTING RELATED RELIEF**

Upon the motion (the "**Motion**")[2] of the Debtor for entry of a final order (this "**Final Order**"), (i) approving the Debtor's proposed form of adequate assurance of payment to the Utility Companies; (ii) establishing procedures for resolving objections by the Utility Companies relating to the adequacy of the proposed adequate assurance; (iii) prohibiting the Utility Companies from altering, refusing, or discontinuing service to, or discriminating against, the Debtor on account of the commencement of this Chapter 11 Case or outstanding prepetition invoices; and (iv) granting related relief, all as more fully set forth in the Motion; and the Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* for the United States District Court for the District of Delaware, dated February 29, 2012 (Sleet, C.J.); and consideration of the Motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due, sufficient, and proper notice

[1] The last four digits of the Debtor's federal tax identification number are 9556. The Debtor's principal office is located at 501 Canal Boulevard, Suite A100, Richmond, CA 94084.

[2] Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Motion.

of the Motion having been provided and in accordance with the Bankruptcy Rules and the Local Rules, and it appearing that no other or further notice need be provided; and a hearing, if any, having been held to consider the relief requested in the Motion (the "**Hearing**"); and upon consideration of the First Day Declaration and the record of the Hearing, if any, and all of the proceedings had before the Court; and the Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED on a final basis as set forth herein. Any objections or reservations of rights filed in respect of the Motion not otherwise withdrawn or resolved are overruled.

2. Absent further order of this Court, the Utility Companies, including any subsequently added Utility Companies, are prohibited from altering, or discontinuing any Utility Services to, or discriminating against, the Debtor on account of prepetition amounts outstanding or on account of any perceived inadequacy of the Debtor's proposed adequate assurance.

3. To the extent not already deposited pursuant to the Interim Order, the Debtor shall deposit the Adequate Assurance Deposit in the amount of $75,000 into the Utility Deposit Account for the benefit of the Utility Companies. The Adequate Assurance Deposit shall serve as a cash security deposit to provide adequate assurance of payment for Utility Services provided to the Debtor after the Petition Date and through the pendency of this Chapter 11 Case. The Adequate Assurance Deposit may be reduced by the Debtor, without further order of the Court, to account for the termination of Utility Services by the Debtor upon reconciliation and payment by the Debtor of the Utility Company's final invoice in accordance with applicable nonbankruptcy law;

*provided* that there are no outstanding disputes related to postpetition payments due, or upon other arrangements with respect to adequate assurance of payment reached with a Utility Company. The obligation to maintain the Adequate Assurance Deposit shall terminate upon the effective date of a confirmed chapter 11 plan or such other time as this Chapter 11 Case is closed.

4. The following Adequate Assurance Procedures are hereby approved:

a. The Debtor will serve on the Utility Companies a copy of this ~~Motion and the Interim or~~ Final Order, ~~as applicable,~~ within two business days after the entry of ~~the Interim or Final Order, as applicable~~hereof.

b. If a Utility Company is not satisfied with the Proposed Adequate Assurance, it must serve a written request (an "**Additional Assurance Request**") on the following parties: (i) proposed counsel to the Debtor, (a) Cooley LLP, Cullen Drescher Speckhart (cspeckhart@cooley.com), Lauren A. Reichardt (lreichardt@cooley.com), Miriam Peguero Medrano (mpegueromedrano@cooley.com), and Robert Eisenbach, III (reisenbach@cooley.com) and (b) Richards, Layton & Finger, P.A., Daniel J. DeFranceschi (defranceshi@rlf.com), Amanda R. Steele (steele@rlf.com), and Brendan J. Schlauch (schlauch@rlf.com); (ii) ~~counsel for any statutory committee appointed in this Chapter 11 Case;~~proposed counsel to the official committee of unsecured creditors (the "**Committee**"): McDermott Will & Schulte LLP, David R. Hurst (dhurst@mcdermottlaw.com), Darren Azman (dazman@mcdermottlaw.com), Kristin Going (kgoing@mcdermottlaw.com), Lindsay Barca (lbarca@mcdermottlaw.com), and Andrew A. Mark (amark@mcdermotlaw.com); (iii) counsel to the DIP Lender, Norton Rose Fulbright US LLP, 1301 Avenue of the Americas, New York, NY 10019 (Attn: Robert M. Hirsh (robert.hirsh@nortonrosefulbright.com) and James Copeland (james.copeland@nortonrosefulbright.com); and (iv) the U.S. Trustee, Attn: Linda J. Casey (linda.casey@usdoj.gov).

c. The Additional Assurance Request must (i) be made in writing, (ii) set forth the location(s) for which Utility Services are provided, the account number(s) for those location(s), and the outstanding balance for each account, (iii) explain why the applicable Utility Company believes the Adequate Assurance Deposit is not adequate assurance of payment, (iv) summarize the Debtor's payment history relevant to the affected account(s), including whether the Utility Company holds any deposits or other security, and if so, in what amount, and (v) set forth the amount and form of additional assurance of payment requested.

d. If the Debtor determines, in its sole discretion, that an Additional Assurance Request or any consensual agreement reached in connection therewith is reasonable, the Debtor, without further order of the Court, may, upon written notice to the Committee, enter into agreements granting additional adequate assurance to

the Utility Company making such Additional Assurance Request and, in connection with such agreements, provide the Utility Company with additional adequate assurance of payment, including cash deposits, prepayments or other forms of security.

e. If the Debtor, in its sole discretion, determines that an Additional Assurance Request is unreasonable, then it shall promptly negotiate with the requesting party and if unable to reach a prompt resolution to the Additional Assurance Request, set the matter (the "**Adequate Assurance Dispute**") for hearing at the next regularly scheduled omnibus hearing date in this Chapter 11 Case. Pending resolution of the Adequate Assurance Dispute, the Utility Company that is the subject of the Adequate Assurance Dispute may not alter, refuse or discontinue services to the Debtor. The applicable Utility Company may request a hearing on an earlier date in the event that it does not agree to the date proposed by the Debtor.

f. Any Utility Company that does not make an Additional Assurance Request in accordance with the Adequate Assurance Procedures shall be deemed to have received adequate assurance of payment satisfactory to such Utility Company as required by section 366 of the Bankruptcy Code, and shall be prohibited from altering, refusing, or discontinuing Utility Services to the Debtor, subject to such Utility Company's right to seek modification of the Proposed Adequate Assurance under Bankruptcy Code section 366(c)(3), unless otherwise ordered by the Court.

5. Subject to the rights of a Utility Company to make an Adequate Assurance Request in accordance with the Adequate Assurance Procedures, and to seek modification of the Proposed Adequate Assurance under Bankruptcy Code section 366(c)(3), the Utility Companies have been provided with adequate assurance of payment within the meaning of section 366 of the Bankruptcy Code by virtue of the Adequate Assurance Deposit and the Adequate Assurance Procedures as proposed are hereby approved. As a result, the Utility Companies are prohibited from altering, refusing or discontinuing Utility Services on account of prepetition amounts outstanding or on account of any perceived inadequacy of the Adequate Assurance Procedures, and the Debtor is not required to provide any additional adequate assurance beyond what is stated in this Final Order.

6. Nothing contained in this Final Order impairs or otherwise affects the rights of Utility Companies under 11 U.S.C. § 366(c)(4) with respect to pre-petition deposits.

7. The Debtor is authorized, after consultation with the Committee, to amend the Utility Service List to add or delete any Utility Company. For any additional Utility Companies that the Debtor identifies, the Debtor will amend the Utility Service List to add any such Utility Company and serve a copy of the Motion and this Final Order on any such subsequently added Utility Company, along with an amended Utility Service List that includes such Utility Company. Any such amended Utility Service List will also be filed with the Court. In addition, the Debtor will increase the amount of the Adequate Assurance Deposit by an amount equal to one-half of one month's cost of Utility Services provided by such additional Utility Company, calculated as a historical average over the past twelve months. This Final Order shall be binding on all Utility Companies, regardless of whether or when such Utility Company was added to the Utility Service List, provided that such Utility Companies have been served with the Motion and this Final Order. ~~For any Utility Company that is removed from the Utility Service List, the Debtor requests shall be permitted to reduce the Adequate Assurance Deposit in an amount attributable to the Utility Services provided by such removed Utility Company.~~

8. The Debtor shall provide the Committee with all material information regarding the Adequate Assurance Deposit and the Utility Deposit Account, including, without limitation, its balance upon request.

9. ~~8.~~ Nothing herein constitutes a finding that any entity is or is not a Utility Company hereunder or under section 366 of the Bankruptcy Code, whether or not such entity is included in the Utility Service List.

10. ~~9.~~ The Debtor is authorized, but not directed, to pay on a timely basis, in accordance with its prepetition practices, all undisputed invoices for Utility Services rendered by the Utility Companies to the Debtor after the Petition Date.

11. ~~10.~~ Notwithstanding anything to the contrary in the Motion, the relief granted by this Final Order is not with respect to Utility Companies that indirectly supply Utility Services through a Landlord. The Landlords must continue paying for Utility Services for the benefit of the Debtor pursuant to the applicable lease in the ordinary course of business and may not cease, reduce, delay, or otherwise interfere with the payment or delivery of such Utility Services, regardless of any nonpayment, deferral, or waiver of rent, or any defaults with respect to such lease; *provided* that a Landlord may cease payments on account of Utility Services following the effective date of the rejection of the applicable lease pursuant to section 365 of the Bankruptcy Code, if any. Notwithstanding anything to the contrary herein, nothing in this Final Order affects the rights and obligations of the Debtor and any Landlord under section 365 of the Bankruptcy Code with respect to the applicable lease.

12. ~~11.~~ Nothing contained in the Motion or this Final Order, nor any payment made pursuant to the authority granted by this Final Order, is intended to be or shall be construed as: (a) an admission as to the validity, extent, perfection, priority, allowability, or enforceability of any claim or any security interest which purportedly secures such claim, or other asserted right or obligation, or a waiver or other limitation on the Debtor's ability to contest the same on any ground permitted by bankruptcy or applicable non-bankruptcy law; (b) a waiver of the Debtor's or any appropriate party in interest's rights to dispute the amount of, basis for, or validity of any claim against the Debtor; (c) a promise to pay any claim; (d) a waiver of any claims or causes of action which may exist against any creditor or interest holder; (e) an assumption or rejection of any executory contract or unexpired lease pursuant to section 365 of the Bankruptcy Code, and nothing herein otherwise affects the Debtor's rights under section 365 of the Bankruptcy Code to assume or reject any executory contract or unexpired lease with any party subject to this Final Order;

(f) granting third-party beneficiary status or bestowing any additional rights on any third party; ~~or~~ (g) being otherwise enforceable by any third party, or (h) a waiver of the Debtor's or any other party in interest's respective rights under the Bankruptcy Code, any other applicable non-bankruptcy law, or any order of this Court. Without limiting the generality of the foregoing, nothing in the Motion or this Final Order nor any payment of any Utility Services pursuant to this Final Order shall be construed as impairing the Debtor's right to contest the validity, priority, or amount of any payments for Utility Services and all of the Debtor's rights with respect thereto are hereby reserved.

13. ~~12.~~ For the avoidance of doubt, any liens granted over the Utility Deposit Account under any order of this Court approving debtor-in-possession financing and/or usage of cash collateral shall be limited to the Debtor's reversionary interest in the Utility Deposit Account.

14. ~~13.~~ Notwithstanding anything to the contrary contained in the Motion or herein, any payment to be made hereunder, and any authorization contained herein, shall be subject to and in accordance with any orders, as applicable, authorizing or approving any postpetition debtor-in-possession financing or use of cash collateral for the Debtor (such orders, the "**DIP Order**") and any budget in connection with any such postpetition debtor-in-possession financing or use of cash collateral authorized therein. 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.

15. ~~14.~~ Notice of the Motion is adequate under Bankruptcy Rule 6004(a).

16. ~~15.~~ This Final Order is immediately effective and enforceable notwithstanding the provisions of Bankruptcy Rule 6004(h) or otherwise.

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