Docket #0007 Date Filed: 5/17/2026

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
WEST MARINE, INC., *et al.*,[1]	)	Case No. 26-10794 (___)
Debtors.	)	(Joint Administration Requested)

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

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

Relief Requested

1. The Debtors seek entry of interim and final orders, substantially in the forms attached hereto as **Exhibit A** and **Exhibit B** (respectively, the "Interim Order" and "Final Order"), (a) determining that the Debtors have provided each of Utility Companies (as defined below) with adequate assurance of payment within the meaning of section 366 of the Bankruptcy Code (as defined below), based on the Debtors' establishment of a utility deposit account (the "Adequate

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: West Marine, Inc. (5502); Marine One Holdco, LLC (2231); Marine One Parent, Inc. (0402); Rising Tide Holdings Inc. (2628); Rising Tide Parent Inc. (6153); Seascapes, Inc. (3739); W Marine Management Company, Inc. (4151); and West Marine Products, Inc. (4523). For purposes of these chapter 11 cases, the Debtors' service address is West Marine Headquarters, 1 East Broward Blvd., Suite 200, Fort Lauderdale, FL 33301.

[2] A detailed description of the Debtors and their business, including the facts and circumstances giving rise to the Debtors' chapter 11 cases, is set forth in the *Declaration of Paulee Day, Chief Executive Officer of West Marine, Inc., in Support of the Debtors' Chapter 11 Petitions and First Day Pleadings* (the "First Day Declaration"), filed contemporaneously herewith and incorporated by reference herein. Capitalized terms used but not defined in this Motion have the meanings ascribed to them in the First Day Declaration.

Assurance Account") in the amount of $371,406.35, which equals approximately 50% of the Debtors' estimated monthly cost of the Utility Services (as defined below) subsequent to the Petition Date (as defined below); (b) approving the Debtors' proposed procedures whereby the Utility Companies may request additional or different adequate assurance; (c) prohibiting the Utility Companies from altering, refusing, or discontinuing services on account of prepetition amounts outstanding or on account of any perceived inadequacy of the Debtors' proposed adequate assurance, including, but not limited to, the making of demands for security deposits or accelerated payment terms; (d) determining that the Debtors are not required to provide any additional adequate assurance beyond what is provided by this Motion (including the additional adequate assurance requests contemplated herein); and (e) granting related relief. In addition, the Debtors request that the Court (as defined below) schedule a final hearing within approximately twenty-one days after the Petition Date to consider entry of the Final Order.

Jurisdiction and Venue

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

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

4. The statutory bases for the relief requested herein are sections 105(a) and 366 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the "Bankruptcy Code"), rules 2002, 6003, and 6004 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and Local Rules 2002-1 and 9013-1.

Background

5. West Marine is the leading integrated, omni channel provider of aftermarket products to the boating, fishing, sailing, and watersports markets in the United States. For more than fifty years, West Marine has been recognized as a principal resource for cruisers, sailors, anglers, fishers, and other boating enthusiasts. Founded in 1968 in Sunnyvale, California, West Marine employs approximately 2,600 crew members and operates a retail footprint of more than 200 stores across thirty-four states and Puerto Rico, as well as a digital footprint through its eCommerce websites that reach domestic, international, and professional customers.

6. On the date hereof (the "Petition Date"), each Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtors are operating their businesses and managing their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. The Debtors have concurrently filed a motion requesting procedural consolidation and joint administration of these chapter 11 cases pursuant to Bankruptcy Rule 1015(b). No request for the appointment of a trustee or examiner has been made in these chapter 11 cases, and no official committees have been appointed or designated.

The Utility Companies and Utility Services

7. In connection with the operation of their businesses and management of their properties, the Debtors obtain internet, data, telephone, electricity, natural gas, propane, water, sewer, waste, and other similar services (collectively, the "Utility Services") from various utility companies (each, a "Utility Company" and, collectively, the "Utility Companies"). A

nonexclusive list of the Utility Companies and their affiliates that provide Utility Services to the Debtors as of the Petition Date (the "Utility Service List") is attached hereto as **Exhibit C**.[3] In general, the Debtors have a long and established history of consistent payments to their Utility Companies. On average, the Debtors pay $742,812.70 each month for Utility Services.[4]

8. To assist the Debtors in managing payments owed to the numerous Utility Companies, the Debtors utilize Asignet USA Inc. (the "Utility Administrator") to verify and administer utility invoices and process related payments. In the ordinary course of business, the Debtors pay the Utility Administrator the amounts invoiced for certain Utility Services plus the respective Utility Administrator fee of approximately $2,000.00 (the "Utility Administration Fee"). As of the Petition Date, the Debtors owe the Utility Administrator approximately $1,750.00 in Utility Administration Fees, all of which is or will come due between entry of the Interim Order and the Final Order (the "Interim Period").

9. In the ordinary course of business, the Debtors utilize certain waste management providers (the "Waste Service Providers") to collect, transport, and dispose of solid waste and recyclable materials generated at the Debtors' store locations and other facilities (collectively, the "Waste Services"). Any disruption in the Waste Services could cause irreparable harm to the

[3] The Debtors have endeavored to identify all of the Utility Companies and list them on **Exhibit C** hereto. However, inadvertent omissions may have occurred, and the omission from **Exhibit C** hereto of any entity providing Utility Services to the Debtors shall not be construed as an admission, waiver, acknowledgement, or consent that section 366 of the Bankruptcy Code does not apply to such entity, and the Debtors reserve the right to assert that any such entity is required to continue to furnish services to the Debtors notwithstanding the filing of these chapter 11 cases. In addition, the Debtors reserve the right to assert that any of the entities now or hereafter included on the Utility Service List are not "utilities" within the meaning of section 366(a) of the Bankruptcy Code.

[4] In the ordinary course of business, the Debtors provide certain of the Utility Companies with prepetition deposits (the "Prepetition Deposits"). The amount included herein is exclusive of Prepetition Deposits held by the Utility Companies.

Debtors' businesses. As of the Petition Date, the Debtors believe approximately $120,000.00 is owed to the Waste Service Providers, all of which is or will come due within the Interim Period.

10. Uninterrupted Utility Services, the administration thereof by the Utility Administrator, and Waste Services are essential to the Debtors' ongoing business operations and the overall success of these chapter 11 cases.[5] As of the Petition Date, the Debtors' operations take place across numerous locations, including over 200 stores nationwide, corporate offices, storage facilities, and distribution centers. These locations require the Utility Services to function. Section 366(a) of the Bankruptcy Code prevents utility companies from discontinuing, altering, or refusing service to a debtor during the first twenty (20) days of a bankruptcy case. However, a utility company has the option of terminating its services thirty (30) days after the petition date pursuant to section 366(c)(2) of the Bankruptcy Code if the debtor has not furnished adequate assurance of payment.[6] Should any Utility Company refuse or discontinue its service, even for a brief period, the Debtors' business operations would be severely disrupted, and such disruption would jeopardize the Debtors' ability to administer these chapter 11 cases. Disruption of Utility

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[5] Further, pursuant to the Debtors' lease agreements, certain Utility Services are billed directly to the Debtors' landlords and passed through to the Debtors as part of the Debtors' lease payments. The Debtors intend to continue paying their landlords in the ordinary course postpetition and, thus, the Debtors do not seek relief by this Motion with respect to such Utility Services.

[6] There is an apparent discrepancy between subsections (b) and (c) of section 366 of the Bankruptcy Code because these two subsections set forth different time periods during which a utility is prohibited from altering, refusing, or discontinuing utility service. Specifically, section 366(b) of the Bankruptcy Code allows a utility to alter, refuse, or discontinue service "if neither the trustee nor the debtor, within 20 days after the date of the order for relief, furnishes adequate assurance of payment," while section 366(c)(2) of the Bankruptcy Code allows a utility in "a case filed under chapter 11 . . . to alter, refuse or discontinue service" to a chapter 11 debtor "if during the 30-day period beginning on the date of the filing of the petition, the utility does not receive from the debtor or the trustee adequate assurance of payment for utility service…." (emphasis added).

Under the statutory construction canon *lex specialis derogut legi generali* ("specific language controls over general"), the language of section 366(c)(2) controls here because the Debtors filed a petition under chapter 11 of the Bankruptcy Code. *See* 3 Alan N. Resnick & Henry J. Sommer, *Collier on Bankruptcy* ¶ 366.03 (16th ed.) ("It is unclear how the 30-day period [in section 366(c)(2) of the Bankruptcy Code] meshes with the normal 20-day period in section 366(b). The better view is that, because section 366(c) is more specifically applicable to chapter 11 cases, the 30-day period, rather than the 20-day period in section 366(b), should apply.").

Services would severely impact the Debtors' ability to continue fulfilling their customers' needs. Further, such disruption would adversely affect employee relations, which, in turn, would negatively affect the Debtors' revenues. Accordingly, it is essential that the Utility Services continue uninterrupted during these chapter 11 cases.

I. The Proposed Adequate Assurance

11. The Debtors intend to pay undisputed postpetition charges for the Utility Services when due in the ordinary course of business and believe that the cash held by the Debtors and cash generated in the ordinary course of business will provide sufficient liquidity to pay the Debtors' obligations to Utility Companies in accordance with their prepetition practice. Nonetheless, to provide adequate assurance of payment for future services to the Utility Companies as required under section 366 of the Bankruptcy Code, the Debtors propose to deposit a sum of $371,406.35[7] (the "Utility Deposit") into the Adequate Assurance Account within twenty days of the Petition Date, to be maintained during the pendency of these chapter 11 cases in the manner provided for herein and in the Interim and Final Orders. The Utility Deposit represents approximately 50% of the Debtors' estimated monthly cost of the Utility Services subsequent to the Petition Date, excluding Utility Services billed directly to the Debtors' landlords. The amount allocated for, and payable to, each Utility Company shall be equal to the amount set forth on the Utility Service List or as otherwise agreed upon.

12. The Utility Deposit will be held in the Adequate Assurance Account at Bank of America, N.A.[8] for the benefit of the Utility Companies for the duration of these chapter 11 cases,

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[7] This amount was calculated as the historical average payment for the twelve-month period ending May 1, 2026.

[8] The Adequate Assurance Account is further described in the *Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Continue to Operate Their Cash Management System, (B) Honor Certain Prepetition Obligations Related Thereto, (C) Maintain Existing Business Forms, and (D) Perform Intercompany Transactions; (II) Suspending the Time to Comply with 11 U.S.C. § 345(b) and Waiving Certain Operating Guidelines; and (III) Granting Related Relief*, filed contemporaneously herewith.

subject to the Debtors' right to terminate or discontinue the applicable Utility Services, and may be applied to any postpetition defaults in payment to the applicable Utility Companies. No liens senior to the interests of the Utility Companies will encumber the Utility Deposit or the Adequate Assurance Account.

13. In the event that the Debtors close a utility services account with any of the Utility Companies, the Debtors request authority to reduce the Adequate Assurance Account upon termination of Utility Services from a particular Utility Company in an amount equal to or less than the amount allocated to such Utility Company in the Adequate Assurance Account; *provided*, *however*, that the Debtors either (a) obtain the affected Utility Company's consent to reduce the Utility Deposit; or (b) file a notice with the Court and serve upon the affected Utility Company a notice of the Debtors' intent to reduce the Utility Deposit within seven days thereof and receiving no response thereto for fourteen days.[9]

14. The portion of the Adequate Assurance Deposit attributable to each Utility Company shall be returned to the Debtors upon the earlier of: (a) reconciliation and payment by the Debtors of the relevant Utility Company's final invoice in accordance with applicable non-bankruptcy law following the Debtors' termination of the Utility Services from such Utility Company, (b) the closing of a sale of substantially all of the Debtors' assets, (c) the effective date of a chapter 11 plan for the Debtors, or (d) such other time as these chapter 11 cases may be closed.

15. The Debtors submit that the Adequate Assurance Deposit, in conjunction with the Debtors' ability to pay for future Utility Services in the ordinary course of business (collectively, the "Proposed Adequate Assurance"), constitutes sufficient adequate assurance to

[9] In the event that the Debtors have multiple utility services accounts with a particular Utility Company, the Debtors' reduction of the Utility Deposit upon termination of Utility Services from a particular Utility Company will be based on those utility services accounts actually terminated.

the Utility Companies in satisfaction of section 366 of the Bankruptcy Code. If any Utility Company believes additional assurance is required, it may request such additional assurance pursuant to the procedures described below.

II. The Proposed Adequate Assurance Procedures

16. The Debtors submit that the Proposed Adequate Assurance constitutes sufficient adequate assurance to the Utility Companies. However, the Debtors recognize that the Utility Companies have the right to evaluate the Proposed Adequate Assurance on a case-by-case basis. As a result, the Debtors propose to establish the procedures below (the "Adequate Assurance Procedures"), pursuant to which a Utility Company may request additional adequate assurance of payment (an "Additional Assurance Request") if it believes additional assurance is required.

a. The Debtors will serve copies of the Interim Order and the Final Order, as applicable, as required by the Bankruptcy Rules and Local Rules, on all Utility Companies identified on the Utility Service List. For the avoidance of doubt, this Motion will be served with the Interim Order. In the event that any Utility Company has been omitted from the Utility Service List, the Debtors shall promptly serve copies of this Motion, the Interim Order, and the Final Order, as applicable, on such Utility Company upon learning of such omission. The terms of the Interim Order or Final Order, as applicable, and the Adequate Assurance Procedures apply to any subsequently identified Utility Company.

b. Any Utility Company that believes it requires additional adequate assurance must serve an Additional Assurance Request via mail or email upon: (a) proposed co-counsel for the Debtors, (i) Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn: Matthew C. Fagen, P.C. (matthew.fagen@kirkland.com); (ii) Kirkland & Ellis LLP, 830 Brickell Plaza, Miami, Florida 33131, Attn: Brian J. Nakhaimousa (brian.nakhaimousa@kirkland.com) and Trevor Eck (trevor.eck@kirkland.com); and (iii) Young Conaway Stargatt & Taylor, LLP, Rodney Square, 1000 North King Street, Wilmington, Delaware 19801, Attn.: Michael R. Nestor (mnestor@ycst.com), Kara Hammond Coyle (kcoyle@ycst.com), Shella Borovinskaya (sborovinskaya@ycst.com), Kristin L. Cardoza (kcardoza@ycst.com), and Roger L. Sharp (rsharp@ycst.com); (b) counsel to Eclipse, as ABL Agent and FILO Agent, (i) Riemer Braunstein LLP, Times Square Tower, Suite 2506, Seven Times Square, New York, New York 10036, Attn: Lyle Stein (lstein@riemerlaw.com), Emily Lustbader (elustbader@riemerlaw.com),

and Steven Fox (sfox@riemerlaw.com); and (ii) Ashby & Geddes, P.A., 500 Delaware Avenue, 8th Floor, Wilmington, Delaware 19801, Attn: Gregory A. Taylor (gtaylor@ashbygeddes.com); (c) counsel to the Consenting Stakeholders, (i) Otterbourg P.C., 230 Park Avenue, New York, New York 10169, Attn: Daniel F. Fiorillo (dfiorillo@otterbourg.com) and Nicholas Palazzolo (npalazzolo@otterbourg.com); (ii) Milbank LLP, 55 Hudson Yards, New York, New York 10001, Attn: Matthew Brod (mbrod@milbank.com) and Benjamin Schak (bschak@milbank.com); and (iii) Richards, Layton, & Finger, P.A., One Rodey Square, 920 North King Street, Wilmington, Delaware 19801, Attn: Michael J. Merchant (merchant@rlf.com); (d) the Office of the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801, Attn.: Linda Casey (linda.casey@usdoj.gov); and (e) any statutory committee appointed in these chapter 11 cases.

c. Any Additional Assurance Request must (a) be made in writing; (b) set forth all location(s) for which Utility Services are provided and the relevant account number(s); (c) set forth the numerical amount that that the Utility Company believes equals 50% of the Debtors' estimated monthly utility payments to the Utility Company subsequent to the Petition Date; and (d) include a proposal for what would constitute adequate assurance of future payment from the Debtors, along with an explanation of (i) why such proposal is reasonable and (ii) the basis of the Utility Company's proposed adequate assurance requirement under section 366(c)(2) of the Bankruptcy Code.

d. Upon the Debtors' receipt of any Additional Assurance Request at the addresses set forth above, the Debtors shall promptly negotiate with such Utility Company to resolve such Utility Company's Additional Assurance Request.

e. The Debtors may, in consultation with the Consenting Stakeholders, resolve any Additional Assurance Request by mutual agreement with the Utility Company and without further order of the Court and may, in connection with any such agreement, in their discretion, provide a Utility Company with additional adequate assurance of future payment, including, but not limited to, cash deposits, prepayments, and/or other forms of security, without further order of the Court if the Debtors believe such additional assurance is reasonable.

f. If the Debtors, in consultation with the Consenting Stakeholders, determine that the Additional Assurance Request is not reasonable and are not able to reach an alternative resolution with the Utility Company, then the Debtors shall, upon reasonable notice, calendar the matter (the "Determination Hearing") for the next omnibus hearing date, unless the Court orders

otherwise, to determine the adequacy of assurance of payment pursuant to section 366(c)(3) of the Bankruptcy Code.

g. Until such time that the Final Order is entered by the Court, any Utility Company that does not make an Additional Assurance Request in accordance with the Adequate Assurance Procedures shall be prohibited from altering, refusing, or discontinuing Utility Services to the Debtors, subject to such Utility Company's right to seek modification of the Proposed Adequate Assurance under section 366(c)(3) of the Bankruptcy Code, unless otherwise ordered by the Court.

h. Pending resolution of an Additional Assurance Request, at any such Determination Hearing or otherwise, and entry of a final, non-appealable order thereon finding that the Utility Company is not adequately assured of future payment, such Utility Company shall be prohibited from discontinuing, altering, or refusing service to, or otherwise discriminating against, the Debtors on account of the commencement of these chapter 11 cases, any unpaid charges for prepetition services, or any objections to the Proposed Adequate Assurance. Any Utility Company that fails to comply with the Adequate Assurance Procedures shall be bound by any order entered by the Court granting this Motion.

17. The Debtors also request authorization to adjust periodically the amount in the Adequate Assurance Account to reflect the following factors: (a) termination of Utility Services by the Debtors; and (b) entry into any agreements between the Debtors and the applicable Utility Companies.

18. Moreover, it is possible that, despite the Debtors' efforts, certain Utility Companies have not yet been identified by the Debtors or included on the Utility Service List (each, an "Additional Utility Company," and collectively, the "Additional Utility Companies"). To the extent that the Debtors identify Additional Utility Companies, the Debtors seek authority to amend or supplement the Utility Service List in their sole discretion. Promptly upon the discovery of an Additional Utility Company, the Debtors will increase the Utility Deposit by an amount equal to approximately 50% of the Debtors' estimated monthly utility expense for each Additional Utility Company identified subsequent to the Petition Date. In addition, the Debtors request that the Additional Utility Companies be subject to the terms of the Interim Order and Final Order

(including the Adequate Assurance Procedures) once entered by the Court, regardless of when such Utility Company is added to the Utility Service List.

19. The Debtors submit that their proposed method of furnishing adequate assurance of payment for postpetition Utility Services is not prejudicial to the rights of any Utility Company and is in the best interests of the Debtors' estates and creditors. Because uninterrupted Utility Services are vital to the success of these chapter 11 cases, the relief requested herein is necessary and in the best interests of the Debtors' estates and creditors. Such relief provides the Utility Companies and the Debtors with an orderly and fair procedure for determining adequate assurance of payment.

20. For the foregoing reasons, the Debtors respectfully submit that the relief requested herein is appropriate and in the best interests of the Debtors' estates and their creditors.

III. The Final Hearing and Subsequent Modifications to the Utility Service List

21. In addition to the establishment of the aforementioned Adequate Assurance Procedures, the Debtors request a final hearing on this Motion to be held within approximately twenty-one days following the Petition Date to ensure that, if a Utility Company argues it can unilaterally refuse service to the Debtors on the thirty-first day after the Petition Date, the Debtors will have the opportunity, to the extent necessary, to request that the Court make such modifications to the Adequate Assurance Procedures in time to avoid any potential termination of the Utility Services.

Basis for Relief

22. Section 366(a) of the Bankruptcy Code protects a debtor against the immediate termination of utility services after it files for bankruptcy. 11 U.S.C. § 366(a). Section 366(c) of the Bankruptcy Code (i) defines the forms of adequate assurance of payment that a debtor may employ in providing adequate assurance of payment to include cash deposits, letters of credit,

certificates of deposit, surety bonds, prepayments of utility consumption, or another form of security that is mutually agreed on between the utility company and the debtor; (ii) excludes from the definition of adequate assurance the availability of an administrative expense claim; and (iii) provides that a court may not consider certain facts in determining the amount of assurance that is adequate. 11 U.S.C. §§ 366(c)(1)(A)–(B), (c)(3)(B).

23. Although section 366 of the Bankruptcy Code does clarify what forms adequate assurance of payment may take and what factors the court should consider when determining whether such assurance is adequate, the Bankruptcy Code still requires courts to determine what amount, if any, is necessary to provide adequate assurance of payment. Congress did not set a minimum adequate assurance amount, but rather vested discretion in the courts to determine the appropriate level of adequate assurance required in each case. Accordingly, section 366 of the Bankruptcy Code does not give utility companies a blank check or the right to extract from debtors an unlimited amount of adequate assurance. Under section 366(c) of the Bankruptcy Code, there is nothing to prevent a court from deciding that, on the facts of the case before it, the amount required of a debtor to adequately assure payment to utility companies is zero or nominal.

24. In addition, section 366(b) requires only that a utility's assurance of payment be "adequate." Courts have long recognized that adequate assurance of performance does not constitute an absolute guarantee of a debtor's ability to pay. *See*, *e.g.*, *In re Caldor, Inc.-NY*, 199 B.R. 1, 3 (S.D.N.Y. 1996) ("Section 366(b) requires [a] [b]ankruptcy [c]ourt to determine whether the circumstances are sufficient to provide a utility with 'adequate assurance' of payment. The statute does not require an 'absolute guarantee of payment.'"), *aff'd sub nom. Virginia Elec. & Power Co. v. Caldor, Inc.- NY*, 117 F.3d 646 (2d Cir. 1997); *In re New Rochelle Tel. Corp.*, 397 B.R. 633, 639 (Bankr. E.D.N.Y. 2008); *In re Steinebach*, 303 B.R. 634, 641 (Bankr. D. Ariz. 2004)

("Adequate assurance of payment is not, however, absolute assurance . . . . [A]ll § 366(b) requires is that a utility be protected from an unreasonable risk of non-payment."); *In re Adelphia Bus. Sols.*, 280 B.R. 63, 80 (Bankr. S.D.N.Y. 2002) ("In determining adequate assurance, a bankruptcy court is not required to give a utility company the equivalent of a guaranty of payment."); *In re Penn Jersey Corp.*, 72 B.R. 981, 982 (Bankr. E.D. Pa. 1987), *abrogated on other grounds in In re Lease-A-Fleet, Inc.*, 131 B.R. 945, 950 n.1 (Bankr. E.D. Pa. 1991) (stating that section 366(b) of the Bankruptcy Code "contemplates that a utility receive only such assurance of payment as is sufficient to protect its interests given the facts of the debtor's financial circumstances").

25. Furthermore, in this analysis, courts have recognized that "[i]n deciding what constitutes 'adequate assurance' in a given case, 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.'" *Virginia Elec. & Power Co.*, 117 F.3d at 650 (quoting *Penn Jersey*, 72 B.R. at 985); *In re Adelphia Bus. Sols.*, 280 B.R. at 80 ("The requirement for 'adequate assurance' of payment, which, at least in this Circuit, need not necessarily be provided by deposit."); *see also In re Penn Cent. Transp. Co.*, 467 F.2d 100, 103–04 (3d Cir. 1972) (upholding lower court's decision that no utility deposits were necessary where such deposits "would jeopardize the continuing operation of the [debtor] merely to give further security to suppliers who already are reasonably protected"); *New Rochelle Tel. Corp.*, 397 B.R. at 639 ("[D]eciding what constitutes adequate assurance, a bankruptcy court must focus on the utility's need for assurance with the debtor's scarce financial resources.").

26. Based upon the foregoing, the Debtors believe the Utility Companies have adequate assurance of payment even without recourse to the Adequate Assurance Deposit. The Debtors anticipate having sufficient resources to pay, and intend to pay, all valid postpetition obligations

for Utility Services in a timely manner. In addition, the Debtors' reliance on such Utility Services for not only the operation of their business, but also the preservation of the value of their assets, provides the Debtors with a powerful incentive to stay current on their utility obligations. These factors, which the Court may consider when determining the amount of any adequate assurance payments, justify finding that the Debtors are not required to make any additional adequate assurance payments in these chapter 11 cases. In light of the foregoing, the Debtors respectfully submit that the Proposed Adequate Assurance is more than sufficient to assure the Utility Companies of future payment. By offering the Proposed Adequate Assurance and the additional Adequate Assurance Procedures, the Debtors seek to implement an organized process that facilitates the determination of the amount of assurance of payment that is adequate.

27. In addition, the Court has the authority to grant the relief requested herein pursuant to section 105(a) of the Bankruptcy Code. Section 105(a) of the Bankruptcy Code provides that a court "may issue any order, process or judgment that is necessary or appropriate to carry out the provisions of this title." 11 U.S.C. § 105(a).

28. Absent the approval of the proposed procedures, the Utility Companies could discontinue service, without warning, thirty-one days after the Petition Date, if they claim they have not yet received a "satisfactory" adequate assurance payment. The Debtors could then be forced to address numerous requests by the Utility Companies in an unorganized manner at a critical period in these chapter 11 cases when their efforts should be focused elsewhere, such as on maximizing value for all of their stakeholders. The orderly process contemplated by the additional Adequate Assurance Procedures is necessary for a smooth transition by the Debtors into chapter 11. Moreover, the proposed procedures will ensure that all parties act in good faith by establishing a fair process. Because the Adequate Assurance Procedures are reasonable and in

accordance with the purposes of section 366 of the Bankruptcy Code, the Court should grant the relief requested herein.

The Requirements of Bankruptcy Rule 6003 Are Satisfied

29. Pursuant to Bankruptcy Rule 6003, the Court may grant relief within twenty-one days after the filing of the petition regarding a motion to "use, sell, lease, or otherwise incur an obligation regarding property of the estate" only if such relief is "needed to avoid immediate and irreparable harm." *See* Fed. R. Bankr. P. 6003(b). Immediate and irreparable harm exists where the absence of relief would impair a debtor's ability to reorganize or threaten the debtor's future as a going concern. *See In re Ames Dep't Stores, Inc.*, 115 B.R. 34, 36 n.2 (Bankr. S.D.N.Y. 1990) (discussing the elements of "immediate and irreparable harm" in relation to Bankruptcy Rule 4001).

30. An immediate and orderly transition into chapter 11 is critical to the viability of the Debtors' operations. Failure to receive the requested relief during the first twenty-one days of these chapter 11 cases would severely disrupt the Debtors' operations at this critical juncture and cause immediate and irreparable harm. The requested relief is necessary for the Debtors to operate their businesses in the ordinary course, preserve the ongoing value of their operations, and maximize the value of their estates for the benefit of all stakeholders. The Debtors have demonstrated that the requested relief is "needed to avoid immediate and irreparable harm," as contemplated by Bankruptcy Rule 6003, and the Court should grant the requested relief.

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

31. To the extent that any aspect of the relief sought herein 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) and the 14-day stay of an order authorizing the use, sale, or lease of property under Bankruptcy Rule 6004(h). As described above, the relief that the Debtors seek

in this Motion is necessary for the Debtors to operate their business without interruption and to preserve value for their estates.

Reservation of Rights

32. Notwithstanding anything to the contrary herein, nothing contained in this Motion or any actions taken pursuant to any order granting the relief requested by this Motion (including any payment made in accordance with any such order), is intended as or shall be construed or deemed to be: (a) an implication or admission as to the amount of, basis for, or validity of any particular 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 rights to dispute any particular claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication, admission, or finding that any particular claim is an administrative expense claim, other priority claim, or otherwise of a type specified or defined in this Motion or any order granting the relief requested by this Motion; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code or otherwise affect the Debtors' rights under section 365 of the Bankruptcy Code to assume or reject any executory contract or unexpired lease; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; (g) a waiver or limitation of the Debtors' or any other party in interest's claims, causes of action, or other rights under the Bankruptcy Code or any other applicable law; or (h) a waiver of the obligation of any party in interest to file a proof of claim.

Notice

33. The Debtors will provide notice of this Motion to the following parties or their respective counsel: (a) the Office of the United States Trustee for the District of Delaware; (b) the holders of the thirty (30) largest unsecured claims against the Debtors (on a consolidated basis);

(c) counsel to Eclipse, as ABL Agent and FILO Agent; (d) counsel to Wilmington Savings Fund Society, FSB, as Term Loan Agent; (e) counsel to the Consenting Stakeholders; (f) the office of the attorney general for each of the states in which the Debtors operate; (g) the United States Attorney's Office for the District of Delaware; (h) the Internal Revenue Service; (i) the Utility Companies; (j) the Utility Administrator; (k) the Waste Service Providers; and (l) any party that has requested notice pursuant to Bankruptcy Rule 2002. The Debtors will serve copies of this Motion and any order entered in respect to this Motion as required by Local Rule 9013-1(m). The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

[*Remainder of Page Intentionally Left Blank*]

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

Dated: May 17, 2026
Wilmington, Delaware

/s/ Shella Borovinskaya

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Proposed Co-Counsel for the Debtors and Debtors in Possession

Exhibit A

Proposed Interim Order

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
WEST MARINE, INC., *et al.*,[1]	)	Case No. 26-10794 (___)
Debtors.	)	(Jointly Administered)
	)	**Re: Docket No. _**

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

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

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: West Marine, Inc. (5502); Marine One Holdco, LLC (2231); Marine One Parent, Inc. (0402); Rising Tide Holdings Inc. (2628); Rising Tide Parent Inc. (6153); Seascapes, Inc. (3739); W Marine Management Company, Inc. (4151); and West Marine Products, Inc. (4523). For purposes of these chapter 11 cases, the Debtors' service address is West Marine Headquarters, 1 East Broward Blvd., Suite 200, Fort Lauderdale, FL 33301.

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

dated February 29, 2012; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that this Court may enter this Interim Order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Motion is granted on an interim basis as set forth in this Interim Order.

2. The final hearing (the "Final Hearing") on the Motion shall be held on _____, 2026, at__:__ _.m. (prevailing Eastern Time). Any objections or responses to entry of a final order on the Motion shall be filed on or before 4:00 p.m. (prevailing Eastern Time) on _____, 2026 and shall be served on: (a) the Debtors, West Marine, Inc., 1 East Broward Blvd., Suite 200, Fort Lauderdale, Florida 33301, Attn.: Paulee Day, Chief Executive Officer; (b) proposed counsel to the Debtors, (i) Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn.: Matthew C. Fagen, P.C. (matthew.fagen@kirkland.com); (ii) Kirkland & Ellis LLP, 830 Brickell Plaza, Miami, Florida 33131, Attn.: Brian J. Nakhaimousa (brian.nakhaimousa@kirkland.com) and Trevor Eck (trevor.eck@kirkland.com); and (iii) Young Conaway Stargatt & Taylor, LLP, Rodney Square, 1000 North King Street, Wilmington, Delaware 19801, Attn.: Michael R. Nestor (mnestor@ycst.com), Kara Hammond Coyle

(kcoyle@ycst.com), Shella Borovinskaya (sborovinskaya@ycst.com), and Kristin L. Cardoza (kcardoza@ycst.com); (c) counsel to Eclipse, as ABL Agent and FILO Agent, (i) Riemer Braunstein LLP, Times Square Tower, Suite 2506, Seven Times Square, New York, New York 10036, Attn: Lyle Stein (lstein@riemerlaw.com), Emily Lustbader (elustbader@riemerlaw.com), and Steven Fox (sfox@riemerlaw.com); and (ii) Ashby & Geddes, P.A., 500 Delaware Avenue, 8th Floor, Wilmington, Delaware 19801, Attn: Gregory A. Taylor (gtaylor@ashbygeddes.com); (d) counsel to the Consenting Stakeholders, (i) Otterbourg P.C., 230 Park Avenue, New York, New York 10169, Attn: Daniel F. Fiorillo (dfiorillo@otterbourg.com) and Nicholas Palazzolo (npalazzolo@otterbourg.com); (ii) Milbank LLP, 55 Hudson Yards, New York, New York 10001, Attn: Matthew Brod (mbrod@milbank.com) and Benjamin Schak (bschak@milbank.com); and (iii) Richards, Layton, & Finger, P.A., One Rodney Square, 920 North King Street, Wilmington, Delaware 19801, Attn: Michael J. Merchant (merchant@rlf.com); (e) the Office of the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801, Attn.: Linda Casey (linda.casey@usdoj.gov); and (f) any statutory committee appointed in these chapter 11 cases. If no objections are filed to the Motion, this Court may enter an order approving the relief requested in the Motion on a final basis without further notice or hearing.

3. Any objections to the entry of this Interim Order, to the extent not withdrawn or settled, are overruled.

4. The Debtors are authorized to pay, in accordance with their prepetition practices, all undisputed postpetition utility charges for all Utility Services rendered by the Utility Companies to the Debtors.

5. The Proposed Adequate Assurance is hereby approved on an interim basis. Subject to the rights of each Utility Company to move for relief under 11 U.S.C. § 366(c)(3)(A), until such time as the Final Order is entered by this Court, the Utility Companies shall be prohibited from altering, refusing, or discontinuing Utility Services to the Debtors. The Debtors shall deposit cash in an amount equal to $371,406.35, which represents the sum of approximately 50% of the Debtors' estimated monthly cost of the Utility Services subsequent to the Petition Date (the "Adequate Assurance Deposit"), into the Adequate Assurance Account within twenty (20) days after the date of entry of this Interim Order; *provided*, *however*, that, pursuant to the procedure detailed below, the Debtors may reduce the Adequate Assurance Account and amend the Utility Service List upon termination of Utility Services from a particular Utility Company in an amount equal to or less than the amount allocated to such Utility Company in the Adequate Assurance Account; *provided*, *further*, that if the Debtors intend to reduce the Adequate Assurance Amount upon termination of Utility Services from the Debtors, prior to reduction of the Adequate Assurance Amount, the Debtors shall either (i) obtain the affected Utility Company's consent to reduce the Utility Deposit; or (ii) file a notice with the Court and serve upon the affected Utility Company a notice of the Debtors' intent to reduce the Utility Deposit on fourteen days' notice.[3] If an objection is received, the Debtors shall attempt to resolve the objection with the Utility Company. If the objection is not resolved by the parties, the Debtors shall request a hearing before this Court at the next omnibus hearing date, or such other date that the Debtors and the Utility Company may agree. The portion of the Adequate Assurance Deposit attributable to each Utility Company shall be returned to the Debtors, in each case, after reconciliation and payment by the

[3] In the event that the Debtors have multiple utility services accounts with a particular Utility Company, the Debtors' reduction of the Utility Deposit upon termination of Utility Services from a particular Utility Company will be based on those utility services accounts actually terminated.

Debtors of the relevant Utility Company's final invoice for post-petition services in accordance with applicable non-bankruptcy law, upon the earlier of (a) the Debtors' termination of the Utility Services from such Utility Company, (b) the closing of the sale of substantially all of the Debtors' assets, (c) the effective date of a chapter 11 plan for the Debtors, or (d) such other time as these chapter 11 cases may be closed.

6. Subject to the Adequate Assurance Procedures and the rights of each Utility Company to move for relief under 11 U.S.C. § 366(c)(3)(A), until such time as the Final Order is entered by this Court, all Utility Companies are prohibited from (a) discontinuing, altering, or refusing service to the Debtors on account of any prepetition amounts outstanding, (b) discriminating against the Debtors, or (c) requiring payment of a deposit or receipt of any other security for continued service as a result of the Debtors' bankruptcy filings or any outstanding prepetition invoices, other than as provided in the Motion.

7. The Adequate Assurance Procedures for determining requests for additional adequate assurance are approved as follows:

a. The Debtors will serve copies of this Interim Order and the Final Order, as applicable, as required by the Bankruptcy Rules and Local Rules on all Utility Companies identified on the Utility Service List. For the avoidance of doubt, the Motion will be served with this Interim Order. In the event that any Utility Company has been omitted from the Utility Service List, the Debtors shall promptly serve copies of the Motion, this Interim Order, and the Final Order, as applicable, on such Utility Company upon learning of such omission. The terms of this Interim Order or the Final Order, as applicable, and the Adequate Assurance Procedures apply to any subsequently identified Utility Company.

b. Any Utility Company that believes it requires additional adequate assurance must serve an Additional Assurance Request via mail or email upon: (a) proposed co-counsel for the Debtors, (i) Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn: Matthew C. Fagen, P.C. (matthew.fagen@kirkland.com); (ii) Kirkland & Ellis LLP, 830 Brickell Plaza, Miami, Florida 33131, Attn: Brian J. Nakhaimousa (brian.nakhaimousa@kirkland.com) and Trevor Eck (trevor.eck@kirkland.com); and (iii) Young Conaway Stargatt & Taylor,

LLP, Rodney Square, 1000 North King Street, Wilmington, Delaware 19801, Attn.: Michael R. Nestor (mnestor@ycst.com), Kara Hammond Coyle (kcoyle@ycst.com), Shella Borovinskaya (sborovinskaya@ycst.com), Kristin L. Cardoza (kcardoza@ycst.com), and Roger L. Sharp (rsharp@ycst.com); (b) counsel to Eclipse, as ABL Agent and FILO Agent, (i) Riemer Braunstein LLP, Times Square Tower, Suite 2506, Seven Times Square, New York, New York 10036, Attn: Lyle Stein (lstein@riemerlaw.com), Emily Lustbader (elustbader@riemerlaw.com), and Steven Fox (sfox@riemerlaw.com); and (ii) Ashby & Geddes, P.A., 500 Delaware Avenue, 8th Floor, Wilmington, Delaware 19801, Attn: Gregory A. Taylor (gtaylor@ashbygeddes.com); (c) counsel to the Consenting Stakeholders, (i) Otterbourg P.C., 230 Park Avenue, New York, New York 10169, Attn: Daniel F. Fiorillo (dfiorillo@otterbourg.com) and Nicholas Palazzolo (npalazzolo@otterbourg.com); (ii) Milbank LLP, 55 Hudson Yards, New York, New York 10001, Attn: Matthew Brod (mbrod@milbank.com) and Benjamin Schak (bschak@milbank.com); and (iii) Richards, Layton, & Finger, P.A., One Rodney Square, 920 North King Street, Wilmington, Delaware 19801, Attn: Michael J. Merchant (merchant@rlf.com); (d) the Office of the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801, Attn.: Linda Casey (linda.casey@usdoj.gov); and (e) any statutory committee appointed in these chapter 11 cases.

c. Any Additional Assurance Request must (a) be made in writing; (b) set forth all location(s) for which Utility Services are provided and the relevant account number(s); (c) set forth the numerical amount that that the Utility Company believes equals 50% of the Debtors' estimated monthly utility payments to the Utility Company subsequent to the Petition Date; and (d) include a proposal for what would constitute adequate assurance of future payment from the Debtors, along with an explanation of (i) why such proposal is reasonable and (ii) the basis of the Utility Company's proposed adequate assurance requirement under section 366(c)(2) of the Bankruptcy Code.

d. Upon the Debtors' receipt of any Additional Assurance Request at the addresses set forth above, the Debtors shall promptly negotiate with such Utility Company to resolve such Utility Company's Additional Assurance Request.

e. The Debtors may, in consultation with the Consenting Stakeholders, resolve any Additional Assurance Request by mutual agreement with the Utility Company and without further order of this Court and may, in connection with any such agreement, in their discretion, provide a Utility Company with additional adequate assurance of future payment, including, but not limited to, cash deposits, prepayments, and/or other forms of security,

without further order of this Court if the Debtors believe such additional assurance is reasonable.

f. If the Debtors, in consultation with the Consenting Stakeholders, determine that the Additional Assurance Request is not reasonable and are not able to reach an alternative resolution with the Utility Company, then the Debtors shall, upon reasonable notice, calendar the matter (the "Determination Hearing") for the next omnibus hearing date, unless this Court orders otherwise, to determine the adequacy of assurance of payment pursuant to section 366(c)(3) of the Bankruptcy Code.

g. Until such time that the Final Order is entered by this Court, any Utility Company that does not make an Additional Assurance Request in accordance with the Adequate Assurance Procedures shall be prohibited from altering, refusing, or discontinuing Utility Services to the Debtors, subject to such Utility Company's right to seek modification of the Proposed Adequate Assurance under section 366(c)(3) of the Bankruptcy Code, unless otherwise ordered by this Court.

h. Pending resolution of an Additional Assurance Request, at any such Determination Hearing or otherwise, and entry of a final, non-appealable order thereon finding that the Utility Company is not adequately assured of future payment, such Utility Company shall be prohibited from discontinuing, altering, or refusing service to, or otherwise discriminating against, the Debtors on account of the commencement of these chapter 11 cases, any unpaid charges for prepetition services, or any objections to the Proposed Adequate Assurance. Any Utility Company that fails to comply with the Adequate Assurance Procedures shall be bound by any order entered by this Court granting the Motion.

8. To the extent that the Debtors identify additional Utility Companies (the "Additional Utility Companies") not included on the Utility Service List, the Debtors will promptly (a) serve copies of the Motion, this Interim Order, and the Final Order, as applicable, on such Utility Companies, and (b) increase the Adequate Assurance Deposit by an amount equal to approximately 50% of the Debtors' estimated monthly utility payments to each newly added Utility Company subsequent to the Petition Date. The Debtors may, in their sole discretion, file a supplement to the Utility Service List adding the name of the newly identified Utility Companies. The newly identified Utility Companies shall be subject to the terms of this Interim Order, and the Final Order, as applicable, as of the date of receipt of the Motion, this Interim Order, and the Final

Order. The omission of any Utility Company from the Utility Service List shall not be construed as an admission, waiver, acknowledgement, or consent by the Debtors that section 366 of the Bankruptcy Code does not apply to such Utility Company. An Additional Utility Company shall be permitted to make an Additional Assurance Request according to the Adequate Assurance Procedures.

9. The Debtors are authorized, but not directed, to satisfy any prepetition obligations owed to the Utility Administrator in an amount not to exceed $1,750.00 and to honor their obligations to the Utility Administrator postpetition in the ordinary course of business.

10. The Debtors are authorized, but not directed, to satisfy any prepetition obligations owed to the Waste Service Providers in an amount not to exceed $120,000.00 and to honor their obligations to the Waste Service Providers postpetition in the ordinary course of business.

11. Nothing herein affects the rights of Utility Companies under 11 U.S.C. § 366(c)(4) to recover or set off against a security deposit provided to the Utility Companies by the Debtors before the Petition Date without notice or order of this Court.

12. 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. The Debtors reserve the right to assert that any of the entities now or hereafter included on the Utility Service List are not "utilities" within the meaning of section 366(a) of the Bankruptcy Code.

13. Nothing contained in the Motion or this Interim 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 the validity, priority, enforceability, or perfection

of any security interest or lien or setoff right, in favor of any person or entity, that existed as of the Petition Date.

14. Notwithstanding the relief granted in this Interim Order and any actions taken pursuant to such relief (including any payment made in accordance with this Interim Order), nothing in this Interim Order is intended as or shall be construed or deemed to be: (a) an implication or admission as to the amount of, basis for, or validity of any particular 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 rights to dispute any particular claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication, admission, or finding that any particular claim is an administrative expense claim, other priority claim, or otherwise of a type specified or defined in the Motion or this Interim Order; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code or otherwise affect the Debtors' rights under section 365 of the Bankruptcy Code to assume or reject any executory contract or unexpired lease; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; (g) a waiver or limitation of the Debtors' or any other party in interest's claims, causes of action, or other rights under the Bankruptcy Code or any other applicable law; or (h) a waiver of the obligation of any party in interest to file a proof of claim.

15. The Debtors have demonstrated that the requested relief is "needed to avoid immediate and irreparable harm," as contemplated by Bankruptcy Rule 6003.

16. Notwithstanding anything to the contrary contained herein, any payment to be made, and any relief or authorization granted hereunder, shall not conflict with, and shall be subject to, the requirements imposed on the Debtors under the terms of any order authorizing the use of

cash collateral (the "Cash Collateral Order") and the budget approved thereunder (the "Budget"), and nothing herein shall alter the rights of the secured parties under the Cash Collateral Order or the Budget, as applicable. To the extent that there may be any conflict between the terms of this Interim Order, the terms of the Cash Collateral Order or the Budget, the terms of the Cash Collateral Order or the Budget, as applicable, shall govern.

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

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

19. The Debtors are authorized to take any and all actions necessary to effectuate the relief granted in this Interim Order.

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

Exhibit B

Proposed Final Order

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
WEST MARINE, INC., *et al.*,[1]	)	Case No. 26-10794 (___)
Debtors.	)	(Jointly Administered)
	)	**Re: Docket Nos. _ & _**

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

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

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: West Marine, Inc. (5502); Marine One Holdco, LLC (2231); Marine One Parent, Inc. (0402); Rising Tide Holdings Inc. (2628); Rising Tide Parent Inc. (6153); Seascapes, Inc. (3739); W Marine Management Company, Inc. (4151); and West Marine Products, Inc. (4523). For purposes of these chapter 11 cases, the Debtors' service address is West Marine Headquarters, 1 East Broward Blvd., Suite 200, Fort Lauderdale, FL 33301.

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

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

1. The Motion is granted on a final basis as set forth in this Final Order.

2. Any objections to the entry of this Interim Order, to the extent not withdrawn or settled, are overruled.

3. The Debtors are authorized to pay, in accordance with their prepetition practices, all undisputed postpetition utility charges for all Utility Services rendered by the Utility Companies to the Debtors.

4. The Proposed Adequate Assurance is hereby approved and the Debtors are deemed to have furnished the Utility Companies with adequate assurance of payment under section 366 of the Bankruptcy Code for postpetition Utility Services by having deposited cash in an amount equal to $371,406.35, which represents the sum of approximately 50% of the Debtors' estimated monthly cost of the Utility Services subsequent to the Petition Date (the "Adequate Assurance

Deposit"), into the Adequate Assurance within twenty (20) days of the Petition Date; *provided*, *however*, that, pursuant to the procedure detailed below, the Debtors may reduce the Adequate Assurance Account and amend the Utility Service List upon termination of Utility Services from a particular Utility Company in an amount equal to or less than the amount allocated to such Utility Company in the Adequate Assurance Account; *provided*, *further*, that if the Debtors intend to reduce the Adequate Assurance Amount upon termination of Utility Services from the Debtors, prior to the reduction of the Adequate Assurance Amount, the Debtors shall either (i) obtain the affected Utility Company's consent to reduce the Utility Deposit; or (ii) file a notice with this Court and serve upon the affected Utility Company a notice of the Debtors' intent to reduce the Utility Deposit on fourteen days' notice.[3] If an objection is received, the Debtors shall attempt to resolve the objection with the Utility Company. If the objection is not resolved by the parties, the Debtors shall request a hearing before this Court at the next omnibus hearing date, or such other date that the Debtors and the Utility Company may agree. The portion of the Adequate Assurance Deposit attributable to each Utility Company shall be returned to the Debtors, in each case, after reconciliation and payment by the Debtors of the relevant Utility Company's final invoice for post-petition services in accordance with applicable non-bankruptcy law, upon the earlier of (a) the Debtors' termination of the Utility Services from such Utility Company, (b) the closing of the sale of substantially all of the Debtors' assets, (c) the effective date of a chapter 11 plan for the Debtors, or (d) such other time as these chapter 11 cases may be closed.

5. Subject to the Adequate Assurance Procedures and the rights of each Utility Company to move for relief under 11 U.S.C. § 366(c)(3)(A), absent further order of this Court, all

[3] In the event that the Debtors have multiple utility services accounts with a particular Utility Company, the Debtors' reduction of the Utility Deposit upon termination of Utility Services from a particular Utility Company will be based on those utility services accounts actually terminated.

Utility Companies are prohibited from (a) discontinuing, altering, or refusing service to the Debtors on account of any prepetition amounts outstanding, (b) discriminating against the Debtors, or (c) requiring payment of a deposit or receipt of any other security for continued service as a result of the Debtors' bankruptcy filings or any outstanding prepetition invoices, other than as provided in the Motion and this Final Order.

6. The Adequate Assurances Procedures for determining requests for additional adequate assurance are approved on a final basis as follows:

a. The Debtors will serve copies of the Interim Order and this Final Order, as applicable, as required by the Bankruptcy Rules and Local Rules on all Utility Companies identified on the Utility Service List. In the event that any Utility Company has been omitted from the Utility Service List, the Debtors shall promptly serve copies of the Motion, the Interim Order, and this Final Order, as applicable, on such Utility Company upon learning of such omission. The terms of the Interim Order or this Final Order, as applicable, and the Adequate Assurance Procedures apply to any subsequently identified Utility Company.

b. Any Utility Company that believes it requires additional adequate assurance must serve an Additional Assurance Request via mail or email upon: (a) proposed co-counsel for the Debtors, (i) Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn: Matthew C. Fagen, P.C. (matthew.fagen@kirkland.com); (ii) Kirkland & Ellis LLP, 830 Brickell Plaza, Miami, Florida 33131, Attn: Brian J. Nakhaimousa (brian.nakhaimousa@kirkland.com) and Trevor Eck (trevor.eck@kirkland.com); and (iii) Young Conaway Stargatt & Taylor, LLP, Rodney Square, 1000 North King Street, Wilmington, Delaware 19801, Attn.: Michael R. Nestor (mnestor@ycst.com), Kara Hammond Coyle (kcoyle@ycst.com), Shella Borovinskaya (sborovinskaya@ycst.com), Kristin L. Cardoza (kcardoza@ycst.com), and Roger L. Sharp (rsharp@ycst.com); (b) counsel to Eclipse, as ABL Agent and FILO Agent, (i) Riemer Braunstein LLP, Times Square Tower, Suite 2506, Seven Times Square, New York, New York 10036, Attn: Lyle Stein (lstein@riemerlaw.com), Emily Lustbader (elustbader@riemerlaw.com), and Steven Fox (sfox@riemerlaw.com); and (ii) Ashby & Geddes, P.A., 500 Delaware Avenue, 8th Floor, Wilmington, Delaware 19801, Attn: Gregory A. Taylor (gtaylor@ashbygeddes.com); (c) counsel to the Consenting Stakeholders, (i) Otterbourg P.C., 230 Park Avenue, New York, New York 10169, Attn: Daniel F. Fiorillo (dfiorillo@otterbourg.com) and Nicholas Palazzolo (npalazzolo@otterbourg.com); (ii) Milbank LLP, 55 Hudson Yards, New York, New York 10001, Attn: Matthew Brod

(mbrod@milbank.com) and Benjamin Schak (bschak@milbank.com); and (iii) Richards, Layton, & Finger, P.A., One Rodney Square, 920 North King Street, Wilmington, Delaware 19801, Attn: Michael J. Merchant (merchant@rlf.com); (d) the Office of the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801, Attn.: Linda Casey (linda.casey@usdoj.gov); and (e) any statutory committee appointed in these chapter 11 cases.

c. Any Additional Assurance Request must (a) be made in writing; (b) set forth all location(s) for which Utility Services are provided and the relevant account number(s); (c) set forth the numerical amount that that the Utility Company believes equals 50% of the Debtors' estimated monthly utility payments to the Utility Company subsequent to the Petition Date; and (d) include a proposal for what would constitute adequate assurance of future payment from the Debtors, along with an explanation of (i) why such proposal is reasonable and (ii) the basis of the Utility Company's proposed adequate assurance requirement under section 366(c)(2) of the Bankruptcy Code.

d. Upon the Debtors' receipt of any Additional Assurance Request at the addresses set forth above, the Debtors shall promptly negotiate with such Utility Company to resolve such Utility Company's Additional Assurance Request.

e. The Debtors may, in consultation with the Consenting Stakeholders, resolve any Additional Assurance Request by mutual agreement with the Utility Company and without further order of this Court and may, in connection with any such agreement, in their discretion, provide a Utility Company with additional adequate assurance of future payment, including, but not limited to, cash deposits, prepayments, and/or other forms of security, without further order of this Court if the Debtors believe such additional assurance is reasonable.

f. If the Debtors, in consultation with the Consenting Stakeholders, determine that the Additional Assurance Request is not reasonable and are not able to reach an alternative resolution with the Utility Company, then the Debtors shall, upon reasonable notice, calendar the matter (the "Determination Hearing") for the next omnibus hearing date, unless this Court orders otherwise, to determine the adequacy of assurance of payment pursuant to section 366(c)(3) of the Bankruptcy Code.

g. Until such time that this Final Order is entered by this Court, any Utility Company that does not make an Additional Assurance Request in accordance with the Adequate Assurance Procedures shall be prohibited from altering, refusing, or discontinuing Utility Services to the Debtors, subject to such Utility Company's right to seek modification of the

Proposed Adequate Assurance under section 366(c)(3) of the Bankruptcy Code, unless otherwise ordered by this Court.

h. Pending resolution of an Additional Assurance Request, at any such Determination Hearing or otherwise, and entry of a final, non-appealable order thereon finding that the Utility Company is not adequately assured of future payment, such Utility Company shall be prohibited from discontinuing, altering, or refusing service to, or otherwise discriminating against, the Debtors on account of the commencement of these chapter 11 cases, any unpaid charges for prepetition services, or any objections to the Proposed Adequate Assurance. Any Utility Company that fails to comply with the Adequate Assurance Procedures shall be bound by any order entered by this Court granting the Motion.

7. To the extent that the Debtors identify additional Utility Companies (the "Additional Utility Companies") not included on the Utility Service List, the Debtors will promptly (a) serve copies of the Motion, the Interim Order, and this Final Order, as applicable, on such Utility Companies, and (b) increase the Adequate Assurance Deposit by an amount equal to approximately 50% of the Debtors' estimated monthly utility payments to each newly added Utility Company subsequent to the Petition Date. The Debtors may, in their sole discretion, file a supplement to the Utility Service List adding the name of the newly identified Utility Companies. The newly identified Utility Companies shall be subject to the terms of the Interim Order and this Final Order, as applicable, as of the date of receipt of the Motion, the Interim Order, and this Final Order. The omission of any Utility Company from the Utility Service List shall not be construed as an admission, waiver, acknowledgement, or consent by the Debtors that section 366 of the Bankruptcy Code does not apply to such Utility Company. An Additional Utility Company shall be permitted to make an Additional Assurance Request according to the Adequate Assurance Procedures.

8. The Debtors are authorized, but not directed, to satisfy any prepetition obligations owed to the Utility Administrator in an amount not to exceed $1,750.00 and to honor their obligations to the Utility Administrator postpetition in the ordinary course of business.

9. The Debtors are authorized, but not directed, to satisfy any prepetition obligations owed to the Waste Service Providers in an amount not to exceed $120,000.00 and to honor their obligations to the Waste Service Providers postpetition in the ordinary course of business.

10. Nothing herein affects the rights of Utility Companies under 11 U.S.C. § 366(c)(4) to recover or set off against a security deposit provided to the Utility Companies by the Debtors before the Petition Date without notice or order of this Court.

11. 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. The Debtors reserve the right to assert that any of the entities now or hereafter included on the Utility Service List are not "utilities" within the meaning of section 366(a) of the Bankruptcy Code.

12. Nothing contained in the Motion or this Final 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 the validity, priority, enforceability, or perfection of any security interest or lien or setoff right, in favor of any person or entity, that existed as of the Petition Date.

13. Notwithstanding the relief granted in this Final Order and any actions taken pursuant to such relief (including any payment made in accordance with this Final Order), nothing in this Final Order is intended as or shall be construed or deemed to be: (a) an implication or admission as to the amount of, basis for, or validity of any particular 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 rights to dispute any particular claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication, admission, or finding that any

particular claim is an administrative expense claim, other priority claim, or otherwise of a type specified or defined in the Motion or this Final Order; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code or otherwise affect the Debtors' rights under section 365 of the Bankruptcy Code to assume or reject any executory contract or unexpired lease; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; (g) a waiver or limitation of the Debtors' or any other party in interest's claims, causes of action, or other rights under the Bankruptcy Code or any other applicable law; or (h) a waiver of the obligation of any party in interest to file a proof of claim.

14. The Debtors are authorized to take any and all actions necessary to effectuate the relief granted herein.

15. Notwithstanding anything to the contrary contained herein, any payment to be made, and any relief or authorization granted hereunder, shall not conflict with, and shall be subject to, the requirements imposed on the Debtors under the terms of any order authorizing the use of cash collateral (the "Cash Collateral Order") and the budget approved thereunder (the "Budget"), and nothing herein shall alter the rights of the secured parties under the Cash Collateral Order or the Budget, as applicable. To the extent that there may be any conflict between the terms of this Final Order, the terms of the Cash Collateral Order or the Budget, the terms of the Cash Collateral Order or the Budget, as applicable, shall govern.

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

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

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

Exhibit C

Utility Services List

#	Utility Provider	Utility Address	Service Provided	Account Number	Average Monthly Spend	Proposed Adequate Assurance
1	ALABAMA POWER COMPANY	600 NORTH 18TH STREET BIRMINGHAM, AL 35203, UNITED STATES	ELECTRIC	1221927038; 8410483035	$ 2,974.97	$ 1,487.48
2	ALAMEDA MUNICIPAL POWER	2000 GRAND ST ALAMEDA, CA 94501, UNITED STATES	ELECTRIC	0003231204	$ 1,532.72	$ 766.36
3	ALEXANDRIA RENEW ENTERPRISES	105 N UNION ST ALEXANDRIA, VA 22314, UNITED STATES	WATER/SEWER	5200201783	$ 201.28	$ 100.64
4	AMEREN MISSOURI	ONE AMEREN PLAZA 1901 CHOUTEA AVENUE ST. LOUIS, MO 63103, UNITED STATES	ELECTRIC	0975087018; 1827167004; 6663701118; 9663701115	$ 1,072.19	$ 536.10
5	AMERIGAS	PO BOX 965 VALLEY FORGE PA 19482, UNITED STATES	PROPANE	202171902	$ 1,704.30	$ 852.15
6	ANCHORAGE WATER & WASTEWATER UTILITY	3000 ARCTIC BLVD. ANCHORAGE, AK 99503, UNITED STATES	WATER/SEWER	159682513898	$ 82.99	$ 41.49
7	AQUA PENNSYLVANIA	762 W LANCASTER AVE BRYN MAWR, PA, 19010-3402, UNITED STATES	WATER/SEWER	0004780540363758	$ 32.35	$ 16.18
8	AQUARION WATER COMPANY OF CT	200 MONROE TPKE MONROE, CT 06468, UNITED STATES	WATER/SEWER	200304802; 200371263; 200391109; 690021004	$ 276.77	$ 138.39
9	ARIZONA PUBLIC SERVICE	400 NORTH 5TH STREET PHOENIX, AZ 85004, UNITED STATES	ELECTRIC	9848931000	$ 1,467.13	$ 733.57
10	AT&T	C/O BANKRTUPCY 4331 COMMUNICATIONS DR, FLR 4W DALLAS, TX 75211, UNITED STATES	TELECOM/INTERNET	305W588049049; 8310003306598; 8310011154605; 8310011156194; 828460817; 338550489	$ 1,506.77	$ 753.38
11	ATLANTIC CITY ELECTRIC	420 ROUTE 9 NORTH CPE CAPE MAY COURT HOUSE, NJ 08210, UNITED STATES	ELECTRIC	55000766125; 55006156370; 55010863839	$ 2,712.11	$ 1,356.06
12	ATMOS ENERGY CORP	1800 THREE LINCOLN CENTRE 5430 LBJ FREEWAY DALLAS, TX 75240, UNITED STATES	NATURAL GAS	3002588942; 3026534919	$ 81.21	$ 40.60
13	AUTORIDAD DE ACUEDUCTOS Y ALCANTARILL	604 AVENIDA BARBOSA BLDG SERGIO CUEVAS BUSTAMANTE, HATO REY SAN JUAN, PR 00916, UNITED STATES	WATER/SEWER	000218373264; 000226493609; 000226493617	$ 1,710.77	$ 855.39
14	AUTORIDAD DE ENERGIA ELECTRICA	PO BOX 364267 SAN JUAN PR 00936, UNITED STATES	ELECTRIC	3553232000; 7053381000	$ 7,486.52	$ 3,743.26
15	AVISTA	1411 E. MISSION AVE. SPOKANE, WA 99252-0001, UNITED STATES	ELECTRIC	9504330000	$ 556.52	$ 278.26
16	BALDWIN EMC	19600 STATE HIGHWAY 59 SUMMERDALE, AL 36580, UNITED STATES	ELECTRIC	114509002	$ 1,312.74	$ 656.37
17	BAY CITY TREASURER	301 WASHINGTON AVE., SUITE 106 BAY CITY, MI 48708, UNITED STATES	ELECTRIC	401710341000	$ 649.70	$ 324.85
18	BEAUFORT JASPER	6 SNAKE RD OKATIE, SC 29909-3937, UNITED STATES	WATER/SEWER	385700	$ 88.42	$ 44.21
19	BGE	2 CENTER PLAZA, 110 WEST FAYETTE STREET BALTIMORE, MD 21201, UNITED STATES	ELECTRIC	0339100000; 0967700000; 3075761000; 3626381000; 6636200000; 8200940000; 8846741000; 9146120000	$ 5,589.29	$ 2,794.64
20	BRAINTREE ELECTRIC LIGHT DEPARTMENT	150 POTTER ROAD BRAINTREE, MA 02184, UNITED STATES	ELECTRIC	180001413603	$ 2,723.24	$ 1,361.62
21	BRAINTREE WATER & SEWER DEPARTMENT	85 QUINCY AVENUE BRAINTREE, MA 02184, UNITED STATES	WATER/SEWER	001807	$ 1,530.84	$ 765.42
22	BRICK TOWNSHIP MUNICIPAL UTILITIES AUTH	1551 HIGHWAY 88 BRICK, NJ 08724, UNITED STATES	WATER/SEWER	97641283	$ 376.60	$ 188.30
23	BUCKS COUNTY WATER & SEWER AUTHORITY	1275 ALMSHOUSE ROAD WARRINGTON, PA 18976, UNITED STATES	WATER/SEWER	101237600	$ 36.38	$ 18.19
24	CALIFORNIA WATER SERVICE	1720 NORTH FIRST STREET SAN JOSE, CA 95112, UNITED STATES	WATER/SEWER	6859939155	$ 78.58	$ 39.29
25	CALVERT COUNTY TREASURER	175 MAIN ST. PRINCE FREDERICK, MD 20678, UNITED STATES	WATER/SEWER	130113878000	$ 457.42	$ 228.71
26	CAPE FEAR PUBLIC UTILITY AUTHORITY	235 GOVERNMENT CENTER DRIVE WILMINGTON, NC 28403, UNITED STATES	WATER/SEWER	10221988	$ 288.44	$ 144.22
27	CASCADE NATURAL GAS	8113 WEST GRANDRIDGE BOULEVARD KENNEWICK, WA 99336, UNITED STATES	NATURAL GAS	47213100002; 47686000002	$ 310.58	$ 155.29
28	CENTERPOINT ENERGY	1111 LOUISIANA STREET HOUSTON, TX 77002, UNITED STATES	NATURAL GAS	47602115; 98519242	$ 310.53	$ 155.26
29	CENTRAL MAINE POWER	83 EDISON DRIVE AUGUSTA, ME 04336, UNITED STATES	ELECTRIC	35012815136	$ 1,150.49	$ 575.24
30	CENTURYLINK	100 CENTURYLINK DR MONROE, LA 71203, UNITED STATES	TELECOM/INTERNET	426244313; 437969470	$ 60.41	$ 30.21
31	CHARLESTON WATER SYSTEM	103 ST. PHILIP STREET CHARLESTON, SC 29403, UNITED STATES	WATER/SEWER	032344046; 131665002	$ 315.71	$ 157.85
32	CHARTER ENTERPRISE	400 ATLANTIC STREET STAMFORD, CT 06902, UNITED STATES	TELECOM/INTERNET	097334201; 170022201; 248062801	$ 2,281.36	$ 1,140.68
33	CHARTER TWP OF HARRISON	400 ATLANTIC STREET STAMFORD, CT 06902, UNITED STATES	WATER/SEWER	17303006000; 17303006001; 17303006002	$ 161.97	$ 80.99
34	CHESAPEAKE UTILITIES	500 ENERGY LN DOVER, DE 19901, UNITED STATES	NATURAL GAS	200002563522	$ 588.43	$ 294.22
35	CHUGACH ELECTRIC ASSOCIATION	5601 ELECTRON DRIVE ANCHORAGE, AK 99518, UNITED STATES	ELECTRIC	11357072259157	$ 1,874.96	$ 937.48
36	CITY AND COUNTY OF HONOLULU	630 SOUTH BERETANIA STREET HONOLULU, HI 96843, UNITED STATES	WATER/SEWER	2001696130; 3559166574; 3603632315; 8771165658	$ 549.41	$ 274.71
37	CITY OF ALGONAC	ALGONAC MUNICIPAL BUILDING, 805 SAINT CLAIR RIVER DR. ALGONAC, MI 48001, UNITED STATES	WATER/SEWER	M025000401000001	$ 99.76	$ 49.88
38	CITY OF ANACORTES	904 6TH STREET ANACORTES, WA 98221, UNITED STATES	WATER/SEWER	250072000	$ 1,069.93	$ 534.96
39	CITY OF AUSTIN	301 W. SECOND ST., 2ND FLOOR AUSTIN, TX 78701, UNITED STATES	ELECTRIC	6507700000	$ 974.66	$ 487.33
40	CITY OF BUFORD	2300 BUFORD HWY BUFORD, GA 30518-6044, UNITED STATES	WATER/SEWER	00800061101	$ 717.17	$ 358.59
41	CITY OF CALUMET CITY	204 PULASKI RD CALUMET CITY, IL 60409, UNITED STATES	WATER/SEWER	040308150005	$ 42.27	$ 21.13
42	CITY OF CAPE CORAL	1015 CULTURAL PARK BOULEVARD CAPE CORAL, FL 33990, UNITED STATES	WATER/SEWER	266394	$ 277.72	$ 138.86
43	CITY OF CHICAGO	33 S. STATE STREET, ROOM 410 CHICAGO, IL 60604, UNITED STATES	WATER/SEWER	1404214665664	$ 118.63	$ 59.31

44	CITY OF CLEARWATER	100 S. MYRTLE AVE. CLEARWATER, FL 33756, UNITED STATES	WATER/SEWER	4238512	$ 3,076.82	$ 1,538.41
45	CITY OF CLEVELAND DIVISION OF WATER	1201 LAKESIDE AVENUE CLEVELAND, OH 44114, UNITED STATES	WATER/SEWER	2329610000	$ 109.60	$ 54.80
46	CITY OF COCOA	65 STRONE STREET COCOA, FL 32922, UNITED STATES	WATER/SEWER	25324785830	$ 63.64	$ 31.82
47	CITY OF COLUMBIA	1136 WASHINGTON ST. COLUMBIA, SC 29201, UNITED STATES	WATER/SEWER	01944909310349545	$ 395.02	$ 197.51
48	CITY OF CORPUS CHRISTI	1201 LEOPARD STREET CORPUS CHRISTI, TX 78401, UNITED STATES	NATURAL GAS	20408870	$ 383.57	$ 191.79
49	CITY OF CRYSTAL RIVER	123 NW HWY 19 CRYSTAL RIVER, FL 34428, UNITED STATES	WATER/SEWER	1010010002	$ 65.54	$ 32.77
50	CITY OF DEERFIELD BEACH	150 NE 2ND AVENUE DEERFIELD BEACH, FL 33441, UNITED STATES	WASTE DISPOSAL / RECYCLING	1068	$ 539.66	$ 269.83
51	CITY OF FORT WALTON BEACH	100 N. ANDREWS AVENUE FORT LAUDERDALE, FL 33301, UNITED STATES	WASTE DISPOSAL / RECYCLING	553978828	$ 622.87	$ 311.44
52	CITY OF FT. LAUDERDALE	100 N. ANDREWS AVENUE FORT LAUDERDALE, FL 33301, UNITED STATES	WATER/SEWER	2082171; 2082172	$ 1,223.04	$ 611.52
53	CITY OF GAINESVILLE	300 HENRY WARD WAY, SUITE 303 GAINESVILLE, GA 30501, UNITED STATES	WATER/SEWER	038482001; 038482002	$ 50.27	$ 25.13
54	CITY OF GALVESTON WATER DEPARTMENT	823 ROSENBERG ST. GALVESTON, TX 77550, UNITED STATES	WASTE DISPOSAL / RECYCLING	036709663900	$ 105.92	$ 52.96
55	CITY OF GRAND HAVEN	519 WASHINGTON AVE GRAND HAVEN, MI 49417, UNITED STATES	WATER/SEWER	100774000	$ 67.18	$ 33.59
56	CITY OF GRAND RAPIDS	300 MONROE AVENUE NW GRAND RAPIDS, MI 49503, UNITED STATES	WATER/SEWER	WS2042459	$ 85.73	$ 42.87
57	CITY OF HOLLISTER	375 FIFTH STREET HOLLISTER, CA 95023, UNITED STATES	WATER/SEWER	121062000; 121062500	$ 573.20	$ 286.60
58	CITY OF LEWISVILLE	151 W CHURCH ST, FLOOR 2 LEWISVILLE, TX 75057, UNITED STATES	WATER/SEWER	0600004852002	$ 1,095.79	$ 547.90
59	CITY OF LONG BEACH	411 W. OCEAN BOULEVARD, 4TH FLOOR LONG BEACH, CA 90802, UNITED STATES	NATURAL GAS	0416710000	$ 120.24	$ 60.12
60	CITY OF MANDEVILLE	3101 E CAUSEWAY APPROACH MANDEVILLE, LA 70448, UNITED STATES	WATER/SEWER	50004010	$ 64.31	$ 32.16
61	CITY OF MARCO ISLAND	50 BALD EAGLE DR MARCO ISLAND, FL 34145, UNITED STATES	WATER/SEWER	07379	$ 262.84	$ 131.42
62	CITY OF MUSKEGON WATER & SEWER	933 TERRACE ST. MUSKEGON, MI 49440-1397, UNITED STATES	WATER/SEWER	399129801	$ 22.97	$ 11.48
63	CITY OF NAPLES	FIRST FLOOR, 735 8TH STREET SOUTH NAPLES, FL 34102, UNITED STATES	WATER/SEWER	0363561096189	$ 2,850.51	$ 1,425.26
64	CITY OF NEW BERN	300 POLLOCH ST. NEW BERN, NC 28560, UNITED STATES	WATER/SEWER	28812490084	$ 356.01	$ 178.00
65	CITY OF NEWPORT BEACH	100 CIVIC CENTER DRIVE NEWPORT BEACH, CA 92660, UNITED STATES	WATER/SEWER	045110551909	$ 295.80	$ 147.90
66	CITY OF NORTH MIAMI BEACH	17011 NE 19TH AVENUE, 1ST FLOOR NORTH MIAMI BEACH, FL 33162-3100, UNITED STATES	WATER/SEWER	0425011405	$ 190.50	$ 95.25
67	CITY OF NORTH MYRTLE BEACH	1018 2ND AVENUE S NORTH MYRTLE BEACH, SC 29582, UNITED STATES	WATER/SEWER	11612801	$ 84.11	$ 42.06
68	CITY OF ORANGE BEACH	4151 ORANGE BEACH BOULEVARD ORANGE BEACH, AL 36561, UNITED STATES	WATER/SEWER	10535382	$ 28.00	$ 14.00
69	CITY OF OSAGE BEACH	1000 CITY PARKWAY OSAGE BEACH, MO 65065, UNITED STATES	WATER/SEWER	07034000	$ 58.64	$ 29.32
70	CITY OF PALM COAST	160 LAKE AVENUE PALM COAST, FL 32164, UNITED STATES	WATER/SEWER	68995179548	$ 140.71	$ 70.36
71	CITY OF PANAMA CITY	501 HARRISON AVENUE PANAMA CITY, FL 32401, UNITED STATES	WATER/SEWER	08004792003	$ 1,126.57	$ 563.28
72	CITY OF PENSACOLA	711 NORTH HAYNE STREET PENSACOLA, FL 32501, UNITED STATES	NATURAL GAS	15552270384021	$ 73.55	$ 36.77
73	CITY OF PETOSKEY	101 E. LAKE ST PETOSKEY, MI 49770, UNITED STATES	ELECTRIC	300090002; 300111002	$ 459.26	$ 229.63
74	CITY OF PITTSBURG	65 CIVIC AVENUE PITTSBURG, CA 94565, UNITED STATES	WATER/SEWER	190321000	$ 47.66	$ 23.83
75	CITY OF POMPANO BEACH	100 W ATLANTIC BLVD POMPANO BEACH, FL 33060, UNITED STATES	WATER/SEWER	16195944148	$ 166.10	$ 83.05
76	CITY OF PORT HUENEME	250 N VENTURA ROAD PORT HUENEME, CA 93041, UNITED STATES	WATER/SEWER	1029720; 1030982	$ 582.05	$ 291.02
77	CITY OF PORT TOWNSEND	250 MADISON STREET PORT TOWNSEND, WA 98368, UNITED STATES	WATER/SEWER	016102000	$ 286.94	$ 143.47
78	CITY OF REDDING UTILITIES	777 CYPRESS AVENUE REDDING, CA 96001, UNITED STATES	ELECTRIC	45105; 460592	$ 573.87	$ 286.93
79	CITY OF RENO UTILITIES	1 E. FIRST STREET RENO, NV 89501, UNITED STATES	WATER/SEWER	871887001	$ 1,394.39	$ 697.19
80	CITY OF ROCK HILL	155 JOHNSTON STREET ROCK HILL, SC 29730, UNITED STATES	WATER/SEWER	1140390	$ 986.29	$ 493.14
81	CITY OF SAN DIEGO PUBLIC UTILITIES	PO BOX 129030 SAN DIEGO, CA 92112, UNITED STATES	WATER/SEWER	610000003701	$ 1,365.38	$ 682.69
82	CITY OF SANDUSKY	240 COLUMBUS AVENUE SANDUSKY, OH 44870, UNITED STATES	WATER/SEWER	03399001	$ 200.36	$ 100.18
83	CITY OF SANTA BARBARA	630 GARDEN STREET SANTA BARBARA, CA 93101, UNITED STATES	WATER/SEWER	109212749384	$ 105.15	$ 52.57
84	CITY OF SEATTLE	700 5TH AVE, 4TH FLOOR SEATTLE, WA 98104, UNITED STATES	ELECTRIC	1287599198; 2586820000	$ 6,879.51	$ 3,439.75
85	CITY OF ST. AUGUSTINE	450 N. HOLMES BLVD ST.AUGUSTINE, FL 32084, UNITED STATES	WATER/SEWER	04441	$ 396.84	$ 198.42
86	CITY OF ST. CLAIR SHORES	27600 JEFFERSON AVE. ST. CLAIR SHORES, MI 48081, UNITED STATES	WATER/SEWER	2752100	$ 356.40	$ 178.20
87	CITY OF ST. PETERSBURG	1301 FIRST AVENUE NORTH ST. PETERSBURG, FL 33705, UNITED STATES	WATER/SEWER	543756313637	$ 724.40	$ 362.20
88	CITY OF TACOMA	3628 SOUTH 35TH STREET, 4TH FLOOR TACOMA, WA 98409, UNITED STATES	ELECTRIC	100061817	$ 398.27	$ 199.13
89	CITY OF TAMPA UTILITIES	3402 WEST COLUMBUS DRIVE TAMPA, FL 33607, UNITED STATES	WATER/SEWER	2022906	$ 709.31	$ 354.65
90	CITY OF TARPON SPRINGS	324 EAST PINE STREET TARPON SPRINGS, FL 34689, UNITED STATES	WATER/SEWER	27897280000067	$ 264.47	$ 132.24
91	CITY OF TAYLOR WATER DEPARTMENT	23555 GODDARD ROAD TAYLOR, MI 48180, UNITED STATES	WATER/SEWER	44013014338	$ 14.99	$ 7.50

92	CITY OF TOLEDO UTILITIES	PO BOX 487 TOLEDO, OH 43697, UNITED STATES	WATER/SEWER	770000190940	$ 79.60	$ 39.80
93	CITY OF TROY WATER	4693 ROCHESTER ROAD TROY, MI 48085, UNITED STATES	WATER/SEWER	2100956	$ 119.42	$ 59.71
94	CITY OF VERO BEACH UTILITIES	1053 20TH PL VERO BEACH, FL 32960, UNITED STATES	WATER/SEWER	20002416	$ 112.72	$ 56.36
95	CITY OF WASHINGTON	405 JEFFERSON STREET WASHINGTON, MO 63090, UNITED STATES	ELECTRIC	366450000005	$ 711.60	$ 355.80
96	CITY OF WEST MELBOURNE	2240 MINTON ROAD WEST MELBOURNE, FL 32904, UNITED STATES	WATER/SEWER	037873	$ 163.37	$ 81.68
97	CITY OF WINTER PARK	401 SOUTH PARK AVENUE WINTER PARK, FL 32789, UNITED STATES	WATER/SEWER	85300215909	$ 418.11	$ 209.06
98	CLARKE MOBILE COUNTIES GAS DISTRICT	24831 CANAL ROAD ORANGE BEACH, AL 36561, UNITED STATES	NATURAL GAS	53001601	$ 104.32	$ 52.16
99	CLARO	1515 FRANKLIN D ROOSEVELT AVENUE GUAYNABO, PR 00968, UNITED STATES	TELECOM/INTERNET	7203216408.00	$ 155.04	$ 77.52
100	CLECO POWER LLC	2030 DONAHUE FERRY ROAD PINEVILLE, LA 71360, UNITED STATES	ELECTRIC	200003079007	$ 999.06	$ 499.53
101	COLUMBIA GAS OF OHIO	290 W NATIONWIDE BLVD COLUMBUS, OH 43215, UNITED STATES	NATURAL GAS	139529490010001; 139529490030009; 139529490080004; 141377810010002	$ 760.23	$ 380.11
102	COMCAST BUSINESS	1701 JFK BOULEVARD PHILADELPHIA, PA 19103, UNITED STATES	TELECOM/INTERNET	8535101810335219; 8535115120455020; 8771401590897153; 930904428; 933682991; 963321344; 974393164; 974393166	$ 143,477.16	$ 71,738.58
103	COMED	PO BOX 6111 CAROL STREAM, IL 60197, UNITED STATES	ELECTRIC	1766304949; 3749641222; 6685801956	$ 2,201.29	$ 1,100.64
104	COMPORIUM	332 BLACK ST E ROCK HILL, SC 29730, UNITED STATES	TELECOM/INTERNET	40953610; 40953758	$ 824.60	$ 412.30
105	CONSOLIDATED WATERWORKS DISTRICT 1	2116 S 17TH ST MATTOON, IL 61938, UNITED STATES	WATER/SEWER	01180064240	$ 517.39	$ 258.70
106	CONSTELLATION NEWENERGY GAS DIVISION	750 EAST PRATT STREET BALTIMORE, MD 21202, UNITED STATES	NATURAL GAS	7850136; BG146935	$ 600.80	$ 300.40
107	CONSTELLATION NEWENERGY INC	750 EAST PRATT STREET BALTIMORE, MD 21202, UNITED STATES	ELECTRIC	10525271; 10525272; 10525273; 10525274; 10525275; 10525276; 10525277; 10525278; 16271227; 16271228; 8304058; 8304060; 8304061; 8304064; 8304065; 8304067; 9998086; 9998087; 9998088; 9998089; 9998090; 9998091; 9998092; 9998093; 9998177	$ 27,077.35	$ 13,538.67
108	CONSUMERS ENERGY	ONE ENERGY PLAZA JACKSON, MI 49201, UNITED STATES	ELECTRIC	100005509334; 100006952871; 100006952962; 100007032772; 100018217008; 100019326287; 100021057532; 100022223026; 100029358379; 100031958869; 100031959024; 100031959115; 100031959297	$ 3,627.99	$ 1,813.99
109	CORPORATE SERVICES CONSULTANTS, LLC	1015 N GAY ST DANDRIDGE, TN 37725, UNITED STATES	WASTE DISPOSAL / RECYCLING	T013077; T013260	$ 981.25	$ 490.63
110	COSERV	7701 SOUTH STEMMONS CORINTH, TX 76210, UNITED STATES	ELECTRIC	9001178784	$ 163.19	$ 81.60
111	COX BUSINESS	6205-B PEACHTREE DUNWOODY RD, ATLANTA, GA 30328, UNITED STATES	TELECOM/INTERNET	13,410,068,305,003	$ 65.42	$ 32.71
112	DASIANET LLC	PO BOX 527 MONROE, NC 28111, UNITED STATES	TELECOM/INTERNET	4455	$ 600.00	$ 300.00
113	DEAD RIVER COMPANY	82 RUNNING HILL RD, STE 400 S PORTLAND, ME 04106, UNITED STATES	PROPANE	3483224	$ 1,041.64	$ 520.82
114	DELMARVA POWER	701 9TH STREET NW WASHINGTON, DC 20068, UNITED STATES	ELECTRIC	50018692835; 55007760063; 55007760782; 55007761160; 55009823398; 55009824362; 55010864274; 55010864720; 55010865024; 55010865651; 55033113519	$ 6,940.49	$ 3,470.24
115	DELTA UTILITIES	PO BOX 1288 CLEVELAND, MS 38732, UNITED STATES	NATURAL GAS	5807200000	$ 76.23	$ 38.11
116	DESTIN WATER USERS INC	218 MAIN STREET DESTIN, FL 32541, UNITED STATES	WATER/SEWER	38560013000	$ 105.22	$ 52.61
117	DIRECT ENERGY BUSINESS	PO BOX 650448 DALLAS TX 75265, UNITED STATES	ELECTRIC	1296576; 1296577; 1296578; 1296579; 1306787; 1306791; 1306797; 1907532; 1907533; 1907535; 1907536; 1907537; 1907538	$ 6,049.08	$ 3,024.54
118	DOMINION ENERGY SOUTH CAROLINA	120 TREDEGAR ST RICHMOND, VA 23219, UNITED STATES	ELECTRIC	9197501502301; 9210081778584; 9210086932379; 9210086932491; 9210113241921; 9210115508185; 9210128820713	$ 5,917.12	$ 2,958.56
119	DOMINION ENERGY VIRGINIA	120 TREDEGAR ST RICHMOND, VA 23219, UNITED STATES	ELECTRIC	000214495665; 000936723857; 001461920009; 002055354902; 003015337508; 004191410002; 004378092185; 005777984369; 009458683621	$ 9,308.18	$ 4,654.09
120	DTE ENERGY	1 ENERGY PLAZA DETROIT, MI 48226, UNITED STATES	ELECTRIC	910003729340; 910003729456; 910006524029; 910015020464; 910015020548; 910015020688; 910022620116; 910022620231; 920018783596; 920018783604	$ 4,881.38	$ 2,440.69
121	DUKE ENERGY PAYMENT PROCESSING	550 SOUTH TRYON ST, SUITE 180 CHARLOTTE, NC 28202, UNITED STATES	ELECTRIC	910035374671; 910035374829; 910080192185; 910080192309; 910080192440; 910080192581; 910080192713; 910080192937; 910085522315; 910085522513; 910085522729; 910085522894; 910085563075; 910085563215	$ 19,187.16	$ 9,593.58

122	EASTON UTILITIES	201 N WASHINGTON ST EASTON, MD 21601, UNITED STATES	ELECTRIC	106699	$ 754.43	$ 377.21
123	ELIZABETHTOWN GAS	520 GREEN LANE UNION, NJ 07083, UNITED STATES	NATURAL GAS	0022132314	$ 41.86	$ 20.93
124	EMERALD COAST UTILITIES AUTHORITY	9255 STURDEVANT STREET PENSACOLA, FL 32514, UNITED STATES	WATER/SEWER	35880227427	$ 118.60	$ 59.30
125	ENBRIDGE GAS NORTH CAROLINA	PO BOX 2549 FAYETTEVILLE, NC 28302, UNITED STATES	NATURAL GAS	5198105163300	$ 79.74	$ 39.87
126	ENBRIDGE GAS OHIO	PO BOX 8209 CINCINNATI, OH 45282, UNITED STATES	NATURAL GAS	4500013958040; 6500005899037	$ 418.61	$ 209.31
127	ENERGY UNITED	567 MOCKSVILLE HWY STATESVILLE, NC 28625, UNITED STATES	ELECTRIC	2165617	$ 261.32	$ 130.66
128	ENGIE RESOURCES LLC	1360 POST OAK BLVD SUITE 400 HOUSTON, TX 77056, UNITED STATES	ELECTRIC	0000214152; 0000214153; 0000214154; 0000384805	$ 2,267.72	$ 1,133.86
129	ENSTAR	3RD FLOOR 22 QUEEN STREET HAMILTON, BERMUDA	NATURAL GAS	7587000000	$ 1,171.09	$ 585.55
130	ENTERGY	639 LOYOLA AVE NEW ORLEANS, LA 70113, UNITED STATES	ELECTRIC	44370419	$ 1,419.25	$ 709.63
131	ENTERGY NEW ORLEANS INC	639 LOYOLA AVE NEW ORLEANS, LA 70113, UNITED STATES	ELECTRIC	11567930	$ 826.93	$ 413.46
132	EVERSOURCE	400 NORTHRIDGE RD, STE 600 SANDY SPRINGS, GA 30350, UNITED STATES	ELECTRIC	51004103024; 51635995012; 51729572008; 51913296075; 56089041099; 56541731030; 57509750030; 57795770049; 71001798090; 73002901095; 73002901194; 73003134514; 74002631658; 74002634421; 74002637234; 74003054637; 74004025164; 74010246382; 74010250822; 74012305178; 74014136431; 74019391429	$ 22,140.58	$ 11,070.29
133	FERRELLGAS	7500 COLLEGE BOULEVARD, SUITE 1000 OVERLAND PARK, KS 66210, UNITED STATES	PROPANE	52048026	$ 972.92	$ 486.46
134	FLORIDA KEYS AQUEDUCT AUTHORITY	1100 KENNEDY DR KEY WEST, FL 33040, UNITED STATES	WATER/SEWER	501982036408; 509470037470; 511347036407; 525694042214; 532736204321; 566617003440; 606742008959	$ 1,717.77	$ 858.89
135	FLORIDA KEYS ELECTRIC COOPERATIVE ASSOC	91630 OVERSEAS HWY TAVERNIER, FL 33070, UNITED STATES	ELECTRIC	0307900015; 307900015; 5300260013; 5300262613; 5300264415; 5300265015; 5300266611; 6509455001	$ 5,340.46	$ 2,670.23
136	FLORIDA POWER & LIGHT	700 UNIVERSE BLVD JUNO BEACH, FL 33408, UNITED STATES	ELECTRIC	0314755182; 0422721142; 0528243215; 1232156263; 1365790565; 1496177005; 2285551368; 2487590081; 2791482355; 2942672854; 3249283536; 4752304461; 4901652372; 5478751489; 5679370311; 5872220297; 5957893158; 6111642499; 6339500248; 6480644159; 6559810012; 6559968067; 7258167001; 7307946181; 7623773442; 8096214583; 8226381096; 8343347038; 8383204545; 9363055410; 9540648277; 9601486815; 9749686359	$ 52,808.59	$ 26,404.30
137	FLORIDA POWER & LIGHT NORTHWEST FL	700 UNIVERSE BLVD JUNO BEACH, FL 33408, UNITED STATES	ELECTRIC	2105181313; 2105752055; 2105920090; 2107370716	$ 9,299.24	$ 4,649.62
138	FORT PIERCE UTILITIES AUTHORITY	206 S 6TH ST FORT PIERCE, FL 34950, UNITED STATES	ELECTRIC	54056000169563	$ 3,268.99	$ 1,634.50
139	FRONTIER COMMUNICATIONS	401 MERRITT 7 NORWALK, CT 06851, UNITED STATES	TELECOM/INTERNET	81365755060203055; 84324977600706185; 9417080118; 97231565740105095; 8052286021	$ 590.09	$ 295.04
140	GALVESTON COMPANY WCID #12	524 CIEN STREET KEMAH, TX 77565, UNITED STATES	WATER/SEWER	304950950468000	$ 1,076.35	$ 538.18
141	GEORGIA POWER	180 DAM RD JACKSON, GA 30233, UNITED STATES	ELECTRIC	0021998130; 0495004058; 1137357031; 1843623022	$ 7,031.75	$ 3,515.87
142	GRAND HAVEN BOARD OF LIGHT & POWER	1700 EATON DR GRAND HAVEN, MI 49417, UNITED STATES	ELECTRIC	73405001	$ 530.04	$ 265.02
143	GRAND STRAND WATER & SEWER AUTHORITY	166 JACKSON BLUFF RD CONWAY, SC 29526, UNITED STATES	WATER/SEWER	5031200100	$ 113.29	$ 56.65
144	GRANITE TELECOMMUNICATIONS	100 NEWPORT AVE EXTENSION QUINCY, MA 02171, UNITED STATES	TELECOM/INTERNET	4822118	$ 44,202.06	$ 22,101.03
145	GREEN MOUNTAIN POWER	163 ACORD LANE COLCHESTER, VT 05446, UNITED STATES	ELECTRIC	59376000002	$ 726.75	$ 363.37
146	HAWAIIAN ELECTRIC COMPANY	1001 BISHOP STREET, SUITE 2900 HONOLULU, HI 96813, UNITED STATES	ELECTRIC	202011109974	$ 11,934.93	$ 5,967.47
147	HERNANDO COUNTY UTILITIES	15365 CORTEZ BLVD BROOKSVILLE, FL 34613, UNITED STATES	WATER/SEWER	C70016404	$ 46.51	$ 23.25
148	HILTON HEAD PUBLIC SERVICE DISTRICT	21 OAK PARK DR HILTON HEAD ISLAND, SC 29926, UNITED STATES	WATER/SEWER	48849	$ 45.80	$ 22.90
149	HOLLAND CHARTER TOWNSHIP	353 N. 120TH AVENUE HOLLAND, MI 49424, UNITED STATES	WATER/SEWER	51166980; 51166982	$ 107.14	$ 53.57
150	HRSD	1431 AIR RAIL AVENUE VIRGINIA BEACH, VA 23455, UNITED STATES	WATER/SEWER	4445540008	$ 94.21	$ 47.10
151	INDIAN RIVER COUNTY UTILITIES	1801 27TH ST VERO BEACH, FL 32960, UNITED STATES	ELECTRIC	1078392055104; 1078392062980; 1078392085852	$ 127.97	$ 63.98
152	JEA	21 W CHURCH ST. JACKSONVILLE, FL 32202, UNITED STATES	ELECTRIC	22503095; 22503120; 22950758; 23407130; 23407133; 23407303; 4602624200; 72803342; 94225920	$ 8,271.62	$ 4,135.81
153	JEFFERSON COUNTY PUD NO 1	310 FOUR CORNERS RD PORT TOWNSEND, WA 98368, UNITED STATES	ELECTRIC	28074000; 28074001	$ 360.46	$ 180.23
154	JERSEY CENTRAL POWER & LIGHT	76 S MAIN ST AKRON, OH 44308, UNITED STATES	ELECTRIC	100010577516; 100010577771; 100016158444; 100016951343; 100075679413	$ 5,420.82	$ 2,710.41

155	KEYS ENERGY SERVICES	1001 JAMES STREET KEY WEST, FL 33040, UNITED STATES	ELECTRIC	210015001; 663701403	$ 3,841.41	$ 1,920.70
156	KNOXVILLE UTILITIES BOARD	445 S. GAY ST KNOXVILLE, TN 37902, UNITED STATES	ELECTRIC	4681681768	$ 1,101.64	$ 550.82
157	KW RESORT UTILITIES CORP	6450 COLLEGE RD KEY WEST, FL 33040, UNITED STATES	WATER/SEWER	GA001	$ 102.97	$ 51.49
158	LAFAYETTE UTILITIES SYSTEM	1314 WALKER ROAD LAFAYETTE, LA 70506, UNITED STATES	ELECTRIC	1844431000	$ 602.50	$ 301.25
159	LAKE HAVASU CITY	2330 MCCULLOCH BLVD N. LAKE HAVASU CITY, AZ 86403, UNITED STATES	WATER/SEWER	0009433002	$ 262.42	$ 131.21
160	LANSING BOARD OF WATER & LIGHT	1201 S. WASHINGTON AVE. LANSING, MI 48910, UNITED STATES	ELECTRIC	10100770	$ 271.05	$ 135.53
161	LEE COUNTY ELECTRIC COOPERATIVE	433 NORTH 15TH ST. IMMOKALEE, FL 34142, UNITED STATES	ELECTRIC	55411422; 82506083; 96487871	$ 2,514.05	$ 1,257.02
162	LEE COUNTY UTILITIES	7391 COLLEGE PKWY FORT MYERS, FL 33907, UNITED STATES	WATER/SEWER	11826450	$ 60.45	$ 30.22
163	LOS ANGELES COUNTY WATERWORKS	23533 WEST CIVIC CENTER WAY MALIBU, CA 90265, UNITED STATES	WATER/SEWER	80215394	$ 140.17	$ 70.09
164	LOS ANGELES DEPARTMENT OF WATER & POV	111 N HOPE ST LOS ANGELES, CA 90012, UNITED STATES	ELECTRIC	8660280000	$ 1,277.65	$ 638.83
165	LUMA ENERGY	100 CALLE LUIS MUNOZ RIVERA SANTA ISABEL, PR 00757, UNITED STATES	ELECTRIC	3553232000; 7053381000	$ 10,459.77	$ 5,229.89
166	MADISON GAS AND ELECTRIC	623 RAILROAD ST. MADISON, WI 53703, UNITED STATES	ELECTRIC	1800132782	$ 389.67	$ 194.83
167	MANATEE COUNTY UTILITIES DEPARTMENT	PO BOX 1000 BRADENTON, FL 34206, UNITED STATES	WASTE DISPOSAL / RECYCLING	100173749	$ 1,245.31	$ 622.65
168	MARBLEHEAD MUNICIPAL LIGHT DEPARTMEN	80 COMMERCIAL ST MARBLEHEAD, MA 01945, UNITED STATES	ELECTRIC	000002244631	$ 498.85	$ 249.43
169	MARIN MUNICIPAL WATER DISTRICT	220 NELLEN AVENUE CORTE MADERA, CA 94925, UNITED STATES	WATER/SEWER	498848	$ 416.24	$ 208.12
170	MARIN WATER	220 NELLEN AVENUE CORTE MADERA, CA 94925, UNITED STATES	WATER/SEWER	498848	$ 435.91	$ 217.96
171	MARTIN COUNTY UTILITIES	3473 SE WILLOUGHBY BOULEVARD STUART, FL 34996, UNITED STATES	WATER/SEWER	1606833062	$ 236.84	$ 118.42
172	MASERGY CLOUD COMMUNICATIONS, INC.	2740 NORTH DALLAS PARKWAY, SUITE 260 PLANO, TEXAS 75093, UNITED STATES	TELECOM/INTERNET	MC004808	$ 1,152.67	$ 576.33
173	MIAMI DADE WATER AND SEWER DEPARTMEI	3071 SW 38TH AVE MIAMI, FL 33146, UNITED STATES	WATER/SEWER	3554535200; 4127519200; 7005022121	$ 614.30	$ 307.15
174	MICHIGAN GAS UTILITIES	643 CONGER ST SOUTH HAVEN, MI 49090, UNITED STATES	NATURAL GAS	050468632600001	$ 367.36	$ 183.68
175	MID CAROLINA ELECTRIC COOPERATIVE	254 LONGS POND RD LEXINGTON, SC 29072, UNITED STATES	ELECTRIC	9300023453	$ 994.69	$ 497.35
176	MIDDLESEX WATER COMPANY	485C ROUTE 1 S, STE 400 ISELIN, NJ 08830, UNITED STATES	WATER/SEWER	2511458438	$ 515.67	$ 257.84
177	MISSISSIPPI POWER COMPANY	2992 W BLVD GULFPORT, MS 39501, UNITED STATES	ELECTRIC	1635627058	$ 1,645.95	$ 822.98
178	MOBILE AREA WATER & SEWER SYSTEM	PARK FOREST PLAZA, 4725 MOFFETT ROAD MOBILE, AL 36618, UNITED STATES	WATER/SEWER	224301300	$ 29.99	$ 15.00
179	MONONA WATER UTILITY	5211 SCHLUTER RD MONONA, WI 53716, UNITED STATES	WATER/SEWER	11245500	$ 89.68	$ 44.84
180	MOUNT PLEASANT WATERWORKS	1619 RIFLE RANGE ROAD MOUNT PLEASANT, SC 29464, UNITED STATES	WATER/SEWER	0012655700774135	$ 109.49	$ 54.74
181	NATIONAL FUEL	PO BOX 1232 BUFFALO, NY 14240, UNITED STATES	NATURAL GAS	914446204	$ 203.03	$ 101.52
182	NATIONAL GRID	40 SYLVAN ROAD WALTHAM, MA 02451, UNITED STATES	ELECTRIC	0089419018; 0692113009; 0884731006; 1094932109; 1829514008; 2053733101; 3256556003; 3713113004; 5340186008; 5424330008; 5467896005; 5602070007; 6586469003; 7523635115; 7523635133; 7827439008; 7832122001; 8108917002; 9078549022; 9272658008; 9332709000	$ 11,102.66	$ 5,551.33
183	NEW JERSEY AMERICAN WATER	1415 WYCKOFF ROAD WALL, NJ 07719, UNITED STATES	WATER/SEWER	1018210024504633; 1018210028052943; 1018210028075519	$ 296.09	$ 148.05
184	NEWPORT NEWS WATERWORKS	700 TOWN CENTER DR NEWPORT NEWS, VA 23606, UNITED STATES	WATER/SEWER	200000059010	$ 131.72	$ 65.86
185	NICOR GAS	1844 FERRY ROAD NAPERVILLE, IL 60563, UNITED STATES	NATURAL GAS	01047727217; 62553499443; 96627810003	$ 493.21	$ 246.60
186	NEW JERSEY NATURAL GAS COMPANY	1415 WYCKOFF ROAD WALL, NJ 07719, UNITED STATES	NATURAL GAS	024621275515; 103245852539; 152247324639; 220011631051; 220012243405	$ 1,754.56	$ 877.28
187	NORTH SHORE GAS	200 E. RANDOLPH ST. CHICAGO, IL 60601, UNITED STATES	NATURAL GAS	060037506100001	$ 184.62	$ 92.31
188	NORTH SHORE WATER RECLAMATION DISTRIC	14770 W. WM. KOEPSEL DR GURNEE, IL 60031, UNITED STATES	WATER/SEWER	10331042044072	$ 5.49	$ 2.75
189	NORTHEAST OHIO REGION SEWER DISTRICT	3900 EUCLID AVENUE CLEVELAND, OH 44115, UNITED STATES	WATER/SEWER	4535980000	$ 210.56	$ 105.28
190	NV ENERGY	6226 W. SAHARA AVE LAS VEGAS, NV 89146, UNITED STATES	ELECTRIC	1000080603102038224	$ 392.08	$ 196.04
191	NW NATURAL	2610 SE 8TH AVE PORTLAND, OR 97202, UNITED STATES	NATURAL GAS	13582952; 28809465	$ 360.13	$ 180.07
192	OHIO EDISON	PO BOX 3846 AKRON, OH 44309, UNITED STATES	ELECTRIC	110009939130; 110011590848; 110063927658	$ 1,012.54	$ 506.27
193	ORANGE BEACH WATER AUTHORITY	25097 CANAL ROAD ORANGE BEACH, AL 36561, UNITED STATES	WATER/SEWER	506740	$ 131.67	$ 65.84
194	OTTAWA COUNTY SANITARY ENGINEER	315 MADISON STREET, ROOM 105 PORT CLINTON, OH 43452, UNITED STATES	WATER/SEWER	1272784501	$ 116.22	$ 58.11
195	PALMETTO ELECTRIC COOPERATIVE	4063 GRAYS HWY RIDGELAND, SC 29936, UNITED STATES	ELECTRIC	141962002	$ 1,580.50	$ 790.25
196	PECO	2301 MARKET STREET PHILADELPHIA, PA 19103, UNITED STATES	ELECTRIC	2949691222	$ 914.04	$ 457.02

197	PEOPLES GAS	200 E. RANDOLPH ST. CHICAGO, IL 60601, UNITED STATES	NATURAL GAS	061031875300001	$ 1,174.26	$ 587.13
198	PEPUP	PO BOX 7050 BRIDGEPORT, CT 06601, UNITED STATES	PROPANE	807417181	$ 560.20	$ 280.10
199	PG&E	77 BEALE STREET SAN FRANCISCO, CA 94105, UNITED STATES	ELECTRIC	0309991468; 0334954148; 0793331258; 1233995130; 1282694358; 2170035230; 5198371325; 5334688906; 5492919923; 6168300706; 7595957894; 8590986192; 9466716278	$ 27,752.99	$ 13,876.49
200	PIEDMONT NATURAL GAS	4720 PIEDMON ROW DR CHARLOTTE, NC 28210, UNITED STATES	NATURAL GAS	610001495952; 610002194097; 610008495463; 610012355463; 610012355596; 610012355744	$ 665.23	$ 332.62
201	POORES PROPANE	3799 N. DUPONT HWY DOVER, DE 19901, UNITED STATES	PROPANE	23717G	$ 2,665.70	$ 1,332.85
202	PORTLAND GENERAL ELECTRIC	121 SW SALMON ST. PORTLAND, OR 97204, UNITED STATES	ELECTRIC	2655121000; 9134940000	$ 2,925.56	$ 1,462.78
203	PRINCE WILLIAM COUNTY SERVICE AUTHORIT	4 COUNTY COMPLEX COURT RAYMOND SPITTLE BUILDING WOODBRIDGE, VA 22192, UNITED STATES	WATER/SEWER	3033455	$ 105.12	$ 52.56
204	PSE&G	80 PARK PLAZA NEWARK, NJ 07102, UNITED STATES	ELECTRIC	6574736900; 6600264101; 6768957309; 7295340904	$ 3,461.10	$ 1,730.55
205	PSEG LONG ISLAND	80 PARK PLAZA NEWARK, NJ 07102, UNITED STATES	ELECTRIC	00457002491; 01252004088; 02845007661; 03132001334; 06827000206; 07549002991	$ 13,384.31	$ 6,692.16
206	PUGET SOUND ENERGY	335 110TH AVENUE NE BELLEVUE, WA 98004, UNITED STATES	ELECTRIC	200001969464; 200003243751; 200003243942; 200003244098; 200003244510; 200004769168; 200005116294; 200006993451; 200014858373; 200017258365; 200021255951; 200024550788; 220010325508	$ 6,370.07	$ 3,185.03
207	REPUBLIC SERVICES	18500 N ALLIED WAY PHOENIX, AZ 85054, UNITED STATES 550 YOUNG LANE ROAD, BRUNSWICK, GA 31520, UNITED STATES	WASTE DISPOSAL / RECYCLING	301720815855; 3-0278-0093036	$ 889.91	$ 444.95
208	RHODE ISLAND ENERGY	280 MELROSE STREET PROVIDENCE, RI 02907, UNITED STATES	ELECTRIC	1800721001; 2750821019; 2945533024; 3978242011; 7553345008; 7751810024; 8951656007	$ 11,513.07	$ 5,756.54
209	ROCHESTER GAS & ELECTRIC	180 SOUTH CLINTON AVENUE ROCHESTER, NY 14604, UNITED STATES	ELECTRIC	20010159091	$ 2,262.59	$ 1,131.30
210	SACRAMENTO MUNICIPAL UTILITY DISTRICT	6301 S ST. SACRAMENTO, CA 95817, UNITED STATES	ELECTRIC	904210	$ 1,410.22	$ 705.11
211	SAN DIEGO GAS & ELECTRIC	1801 S. ATLANTIC BLVD MONTEREY PARK, CA 91754, UNITED STATES	ELECTRIC	002418450014; 002418452956; 003033876017; 004158878216; 004803211005; 005078218608; 005283879699; 006408879681; 006408880424	$ 17,002.33	$ 8,501.16
212	SANDPIPER ENERGY INC	32145 BEAVER RUN DR SALISBURY, MD 21804, UNITED STATES	NATURAL GAS	200002563522	$ 73.78	$ 36.89
213	SANTEE COOPER	1703 N. OAK ST. MYRTLE BEACH, SC 29577, UNITED STATES	ELECTRIC	2968110000; 3082928855	$ 1,270.23	$ 635.12
214	SARASOTA COUNTY PUBLIC UTILITIES	4708 SOUTH TAMIAMI TRAIL SARASOTA, FL 34231, UNITED STATES	WATER/SEWER	100111109	$ 521.58	$ 260.79
215	SCANA ENERGY	100 SCANA PARKWAY CAYCE, SC 29033, UNITED STATES	NATURAL GAS	310121042973	$ 66.41	$ 33.20
216	SEACOAST UTILITY AUTHORITY	4200 HOOD RD WEST PALM BEACH, FL 33410, UNITED STATES	WATER/SEWER	900046831	$ 458.46	$ 229.23
217	SEMCO ENERGY GAS COMPANY	1411 3RD ST, STE A PORT HURON, MI 48060, UNITED STATES	NATURAL GAS	0070546502; 0203974500; 0203975500; 0203976500; 0203978502	$ 216.42	$ 108.21
218	SEWERAGE & WATER BOARD OF NEW ORLEAN	625 SAINT JOSEPH STREET, ROOM 237 NEW ORLEANS, LA 70165, UNITED STATES	WATER/SEWER	178649511396; 211944511396	$ 1,580.32	$ 790.16
219	SMARTESTENERGY	PO BOX 650764 DALLAS, TX 75265, UNITED STATES	ELECTRIC	2220023085020; 2220023090020; 51004103024; 51635995012; 51729572008; 51913296075	$ 6,531.11	$ 3,265.55
220	SNOHOMISH COUNTY PUBLIC UTILITY DISTRIC	2320 CALIFORNIA STREET EVERETTE, WA 98201, UNITED STATES	ELECTRIC	202212486	$ 346.69	$ 173.35
221	SOUTH BURLINGTON WATER DEPARTMENT	403 QUEEN CITY PARK ROAD SOUTH BURLINGTON, VT 05403, UNITED STATES	WATER/SEWER	4337	$ 128.18	$ 64.09
222	SOUTH COAST WATER DISTRICT	31592 WEST STREET LAGUNA BEACH, CA 92651, UNITED STATES	WATER/SEWER	32779300	$ 107.78	$ 53.89
223	SOUTH JERSEY GAS	1 SOUTH JERSEY PLAZA FOLSOM, NJ 08037, UNITED STATES	NATURAL GAS	1419240000	$ 681.80	$ 340.90
224	SOUTH NORWALK ELECTRIC & WATER	1 STATE ST NORWALK, CT 06854, UNITED STATES	ELECTRIC	1131001; 1131002	$ 1,552.86	$ 776.43
225	SOUTHERN CALIFORNIA EDISON	60 MARSH HILL RD ORANGE, CT 06477, UNITED STATES	ELECTRIC	700099818805; 700099828202; 700106834834; 700108197480; 700376588703; 700378347736; 700438028705; 700630890064	$ 12,145.00	$ 6,072.50
226	SOUTHERN CALIFORNIA GAS COMPANY	555 W 5TH ST STE 14H1 LOS ANGELES, CA 90013, UNITED STATES	NATURAL GAS	1105628130; 14405531279	$ 141.99	$ 71.00
227	SOUTHERN CONNECTICUT GAS COMPANY	60 MARSH HILL RD ORANGE, CT 06477, UNITED STATES	NATURAL GAS	05000107961901; 05000107967098; 05000107967130	$ 1,901.15	$ 950.57
228	SOUTHERN MARYLAND ELECTRIC COOPERATI	14950 COOPERATIVE PL HUGHESVILLE, MD 20637, UNITED STATES	ELECTRIC	0212430000	$ 1,201.64	$ 600.82
229	SOUTHWEST HARBOR WATER & SEWER DISTR	8360 S DURANGO DR LAS VEGAS, NV 89113, UNITED STATES	WATER/SEWER	60029	$ 211.98	$ 105.99
230	SPICER GAS COMPANY	15 THAMES STREET GROTON, CT 06420, UNITED STATES	PROPANE	771252	$ 1,774.93	$ 887.46
231	SPOKANE COUNTY WATER DISTRICT #3	1225 N. YARDLEY ST. SPOKANE VALLEY, WA 99212, UNITED STATES	WATER/SEWER	106400	$ 38.45	$ 19.22

232	ST. TAMMANY PARISH DEPARTMENT OF UTIL	PO BOX 628 COVINGTON, LA 70434, UNITED STATES	WATER/SEWER	112552	$ 61.52	$ 30.76
233	STURGEON BAY UTILITIES	230 E. VINE STREET STURGEON BAY, WI 54235, UNITED STATES	ELECTRIC	101302303; 101303101	$ 407.14	$ 203.57
234	SUFFOLK COUNTY WATER AUTHORITY	4060 SUNRISE HIGHWAY OAKDALE, NY 11769, UNITED STATES	WATER/SEWER	3000125798; 3000450164	$ 68.47	$ 34.23
235	SUPERIOR PLUS PROPANE	PO BOX 6069 BRIDGEWATER, NJ 08807, UNITED STATES	PROPANE	10438280	$ 1,487.59	$ 743.80
236	TAMPA ELECTRIC	PO BOX 31318 TAMPA, FL 33631, UNITED STATES	ELECTRIC	211003177758; 211007559795; 221003757343; 221003757350	$ 3,754.79	$ 1,877.40
237	TECO ENERGY INC	702 N. FRANKLIN STREET TAMPA, FL 33602, UNITED STATES	NATURAL GAS	211007620175; 211007620399; 221003023035	$ 288.15	$ 144.07
238	TEXAS GAS SERVICE	1301 SOUTH MOPAC EXPY, STE 400 AUSTIN, TX 78746, UNITED STATES	NATURAL GAS	910425298113250664	$ 90.75	$ 45.38
239	THE CITY OF DAYTONA BEACH	301 S. RIDGEWOOD AVENUE DAYTONA BEACH, FL 32114, UNITED STATES	WATER/SEWER	0006766601	$ 416.84	$ 208.42
240	THE CONNECTICUT WATER COMPANY	93 W MAIN ST CLINTON, CT 06413, UNITED STATES	WATER/SEWER	00278309; 00278318	$ 924.50	$ 462.25
241	THE ILLUMINATING COMPANY	76 S MAIN ST. AKRON, OH 44308, UNITED STATES	ELECTRIC	110024166289; 110026386679	$ 1,197.12	$ 598.56
242	THE UNITED ILLUMINATING COMPANY	PO BOX 16770 STAMFORD CT 06901, UNITED STATES	ELECTRIC	01000010067758; 01000010067766	$ 2,563.96	$ 1,281.98
243	THINK UTILITY SERVICES INC	4685 1118TH AVE N CLEARWATER, FL 33762, UNITED STATES	WATER/SEWER	4166388	$ 65.81	$ 32.90
244	T-MOBILE	PO BOX 53410 BELLEVUE, WA 98015-3410, UNITED STATES	TELECOM/INTERNET	991051901	$ 113.96	$ 56.98
245	TOLEDO EDISON CO	PO BOX 3846 AKRON, OH 44309, UNITED STATES	ELECTRIC	110018573326	$ 599.73	$ 299.86
246	TOWN OF DANVERS	1 BURROUGHS STREET DANVERS, MA 01923, UNITED STATES	ELECTRIC	010506105203; 020920333500	$ 799.84	$ 399.92
247	TOWN OF FAIRHAVEN	5 ARSENE ST FAIRHAVEN, MA 02719, UNITED STATES	WATER/SEWER	0837280; 2760100; 2760200	$ 193.45	$ 96.73
248	TOWN OF LANTANA	500 GREYNOLDS CIRCLE LANTANA, FL 33462, UNITED STATES	WATER/SEWER	249058472; 900215900215	$ 111.49	$ 55.74
249	TOWN OF MOREHEAD CITY	706 ARENDELL ST MOREHEAD CITY, NC 28557, UNITED STATES	WATER/SEWER	498271	$ 91.03	$ 45.52
250	TOWN OF ROCK HALL	5585 MAIN STREET ROCK HALL, MD 21661, UNITED STATES	WATER/SEWER	E20312	$ 208.42	$ 104.21
251	TOWN OF SEABROOK	99 LAFAYETTE RD SEABROOK NH 03874, UNITED STATES	WATER/SEWER	603150	$ 254.69	$ 127.35
252	TOWN OF STONINGTON	PO BOX 352 STONINGTON, CT 06378, UNITED STATES	WATER/SEWER	60024375800	$ 156.28	$ 78.14
253	TOWNSHIP OF MIDDLETOWN SEWERAGE AUT	100 BEVERLY WAY BELFORD, NJ 07718, UNITED STATES	WATER/SEWER	502630	$ 132.64	$ 66.32
254	TXU ENERGY	6555 SIERRA DRIVE IRVING, TX 75039, UNITED STATES	ELECTRIC	100075326272; 100075326283; 100075326294	$ 7,406.19	$ 3,703.10
255	UNITIL CORPORATION	6 LIBERTY LN W HAMPTON, NH 03842, UNITED STATES	ELECTRIC	2082935000; 4021263500; 4041977500; 5100265500	$ 3,242.94	$ 1,621.47
256	UNS ELECTRIC INC	88 E BROADWAY TUCSON, AZ 85701, UNITED STATES	ELECTRIC	0047710000	$ 1,661.33	$ 830.67
257	VERIZON CONNECT FLEET USA LLC	PO BOX 3037 BLOOMINGTON, IL 61702, UNITED STATES	TELECOM/INTERNET	100000113088	$ 1,097.24	$ 548.62
258	VERIZON MY BUSINESS	500 TECHNOLOGY DRIVE, SUITE 550 WELDON SPRING, MO 63304, UNITED STATES	TELECOM/INTERNET	92963563-92963563; U0558738-00174277CG; Y1830780-92969373; Y2097929-93114104	$ 9,474.16	$ 4,737.08
259	VERIZON WIRELESS	500 TECHNOLOGY DRIVE, SUITE 550 WELDON SPRING, MO 63304, UNITED STATES	TELECOM/INTERNET	67150572700001	$ 3,687.24	$ 1,843.62
260	VERMONT GAS SYSTEMS, INC	PO BOX 467 BURLINGTON VT 05402, UNITED STATES	NATURAL GAS	421461	$ 156.33	$ 78.17
261	VERSANT POWER	970 ILLINOIS AVE BANGOR, ME 04401, UNITED STATES	ELECTRIC	00000000102937493	$ 399.46	$ 199.73
262	VILLAGE OF TEQUESTA	345 TEQUESTA DRIVE TEQUESTA, FL 33469, UNITED STATES	WATER/SEWER	1021160235	$ 192.08	$ 96.04
263	VILLAGE OF WINTHROP HARBOR	830 SHERIDAN RD WINTHROP HARBOR, IL 60096, UNITED STATES	WATER/SEWER	020201438000	$ 78.51	$ 39.26
264	VIRGINIA AMERICAN WATER	1 WATER ST CAMDEN, NJ 08102, UNITED STATES	WATER/SEWER	1027210037305610	$ 119.75	$ 59.88
265	VIRGINIA NATURAL GAS	1329 18TH ST NW WASHINGTON, DC 20036, UNITED STATES	NATURAL GAS	4888808860	$ 305.97	$ 152.98
266	WASHINGTON GAS	6801 INDUSTRIAL ROAD SPRINGFIELD, VA 22151, UNITED STATES	NATURAL GAS	220000809503; 320000389025	$ 503.39	$ 251.70
267	WATER CHECK INC	6571 WILSON MILLS RD CLEVELAND, OH 44143, UNITED STATES	WATER/SEWER	6588084	$ 306.25	$ 153.13
268	WE ENERGIES	231 W. MICHIGAN ST. MILWAUKEE, WI 53203, UNITED STATES	ELECTRIC	071193742400001; 071193742400002	$ 1,298.91	$ 649.45
269	WINDSTREAM	512 TOWNSHIP LINE RD BLUE BELL, PA 19422, UNITED STATES	TELECOM/INTERNET	4360439	$ 176.28	$ 88.14
270	WISCONSIN PUBLIC SERVICE	700 NORTH ADAMS STREET GREEN BAY, WI 54307, UNITED STATES	NATURAL GAS	040580629200002	$ 220.25	$ 110.13
271	WITHLACOOCHEE RIVER ELECTRIC COOPERAT	30461 COMMERCE DRIVE SAN ANTONIO, FL 33576, UNITED STATES	ELECTRIC	1739838	$ 1,241.43	$ 620.71
272	WORLDNET TELECOMMUNICATIONS INC	CENTRO INTERNACIONAL DE MERCADEO SUITE 201, TOWER II GUAYNABO, PR 00968, UNITED STATES	TELECOM/INTERNET	147128	$ 464.19	$ 232.10
273	XCEL ENERGY	404 NICOLLET MALL MINNEAPOLIS, MN 55401, UNITED STATES	ELECTRIC	5108882966	$ 1,906.15	$ 953.07
274	YORK COUNTY NATURAL GAS AUTHORITY	975 W MAIN ST ROCK HILL, SC 29730, UNITED STATES	NATURAL GAS	48357001	$ 4,126.11	$ 2,063.06
275	YORK ELECTRIC COOPERATIVE INC	1385 EAST ALEXANDER LOVE HIGHWAY YORK, SC 29745, UNITED STATES	ELECTRIC	87128001; 87128002	$ 21,068.54	$ 10,534.27