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 (KBO)
Debtors.	)	(Jointly Administered)
	)	**Ref. Docket Nos. 7 & 65**

CERTIFICATION OF COUNSEL REGARDING *REVISED* PROPOSED 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

On May 17, 2026, the above-captioned debtors and debtors in possession (collectively, the "Debtors") filed the *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* [Docket No. 7] (the "Motion") with the United States Bankruptcy Court for the District of Delaware (the "Court"). A proposed form of order approving the Motion on a final basis was attached to the Motion as Exhibit B (the "Proposed Final Order").

On May 19, 2026, the Court entered an order approving the Motion on an interim basis [Docket No. 65] (the "Interim Order"). Pursuant to the Interim Order, any objections or responses

[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.

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to entry of the Proposed Final Order were to be filed and served by 4:00 p.m. (ET) on June 2, 2026 (the "Objection Deadline").[2]

Prior to the Objection Deadline, Constellation NewEnergy, Inc., Constellation NewEnergy – Gas Division, LLC, Florida Power & Light Company, Georgia Power Company, Virginia Electric and Power Company d/b/a Dominion Energy Virginia, Dominion Energy South Carolina, Inc., The Connecticut Light & Power Company, Yankee Gas Services Company, NStar East Electric Company, NStar Gas Company, Public Service Company of New Hampshire, Ohio Edison Company, Jersey Central Power & Light Company, Toledo Edison Company and The Cleveland Electric Illuminating Company (collectively, the "Utility Companies") filed the *Objection of Certain Utility Companies to the 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* [Docket No. 101] (the "Objection").[3] The Debtors and the Utility Companies have reached an agreement resolving the Objections, which agreement did not require revisions to the Proposed Final Order.[4]

In addition to the Objections, the Debtors received informal comments from the Official Committee of Unsecured Creditors (the "Committee" and, collectively with the Utility Companies, the "Responding Parties") with respect to the Proposed Final Order. To resolve the Committee's comments, the Debtors have agreed to revise the Proposed Final Order, as reflected in the revised

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2 The Objection Deadline was extended for the Office of the United States Trustee for the District of Delaware and the Committee (as defined below).

3 Subsequent to filing the Objection, counsel to the Utility Companies provided an informal objection (the "Informal Objection" and, together with the Objection, the "Objections") on behalf of San Diego Gas & Electric Company, which shall be included in the definition of "Utility Companies" as used herein.

4 The Objections have been withdrawn. *See Notice of Withdrawal* [Docket No. 186].

proposed order attached hereto as **Exhibit 1** (the "Revised Proposed Final Order").[5] For the convenience of the Court and other interested parties, a blackline comparing the Revised Proposed Final Order against the Proposed Final Order is attached hereto as **Exhibit 2**.

WHEREFORE, as the Debtors did not receive any objections or responses other than those described herein, and the Responding Parties do not object to entry of the Revised Proposed Final Order, the Debtors respectfully request that the Court enter the Revised Proposed Final Order without further notice or hearing at the Court's earliest convenience.

Dated: June 8, 2026
Wilmington, Delaware

/s/ Shella Borovinskaya

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Proposed Co-Counsel for the Debtors and Debtors in Possession

[5] In addition to the revisions made to the Proposed Final Order to resolve the Committee's comments, the Debtors also revised the Proposed Final Order to clarify that the Debtors utilize two Utility Administrators and to increase the total amount of prepetition fees sought to be paid to the Utility Administrators on account of their Utility Administration Fees and certain prepetition reimbursements made by a Utility Administrator to the Utility Companies on the Debtors' behalf.

EXHIBIT 1

Revised 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 (KBO)
Debtors.	)	(Jointly Administered)
	)	**Re: Docket Nos. 7 & 65**

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 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

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

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 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.

[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.

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) proposed co-counsel to the Official Committee of Unsecured Creditors, (i) Kelley Drye & Warren LLP, 3 World Trade Center, New York, New York 10007, Attn: Jason Adams (jadams@kelleydrye.com), Maeghan McLoughlin (mmcloughlin@kelleydrye.com), and Andres Barajas (abarajas@kelleydrye.com); and (ii) Ice Miller LLP, 500 Delaware Avenue, Wilmington, DE 19801, Attn:

Christopher Samis (Christopher.Samis@icemiller.com), Aaron H. Stulman (aaron.stulman@icemiller.com), and Sarah R. Gladieux (sarah.gladieux@icemiller.com).

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 Cass Information Systems, Inc. and Asignet USA Inc. (together, the "Utility Administrators") in an amount not to exceed $35,200.00 and to honor their obligations to the Utility Administrators 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. 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.

16. 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.

17. 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 2

Blackline

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 (KBO)
Debtors.	)	(Jointly Administered)
	)	**Re: Docket Nos. 7 & 65**

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 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

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

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 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

[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, 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.~~ proposed co-counsel to the Official Committee of Unsecured Creditors, (i) Kelley Drye & Warren LLP, 3 World Trade Center, New York, New York 10007, Attn: Jason Adams (jadams@kelleydrye.com), Maeghan McLoughlin (mmcloughlin@kelleydrye.com), and Andres Barajas (abarajas@kelleydrye.com); and (ii) Ice Miller LLP, 500 Delaware Avenue, Wilmington, DE 19801, Attn: Christopher Samis (Christopher.Samis@icemiller.com), Aaron H. Stulman (aaron.stulman@icemiller.com), and Sarah R. Gladieux (sarah.gladieux@icemiller.com).

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~~ Cass Information Systems, Inc. and Asignet USA Inc. (together, the "Utility ~~Administrator~~Administrators") in an amount not to exceed $~~1,750.00~~35,200.00 and to honor

their obligations to the Utility ~~Administrator~~Administrators 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.~~

15. ~~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.

16. ~~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.

17. ~~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.