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*Proposed Attorneys for Debtors  
and Debtors in Possession*

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

**In re**

**KB US Holdings, Inc., et al.,  
Debtors.<sup>1</sup>**

**Chapter 11**

**Case No. 20-22962**

**(Joint Administration Requested)**

**DEBTORS' MOTION REQUESTING  
ENTRY OF ORDER (I) APPROVING DEBTORS'  
PROPOSED FORM OF ADEQUATE ASSURANCE OF PAYMENT  
TO UTILITY PROVIDERS, (II) ESTABLISHING PROCEDURES FOR  
DETERMINING ADEQUATE ASSURANCE OF PAYMENT FOR FUTURE  
UTILITY SERVICES, AND (III) PROHIBITING UTILITY PROVIDERS  
FROM ALTERING, REFUSING, OR DISCONTINUING UTILITY SERVICE**

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<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, as applicable, are: KB US Holdings, Inc. (1000), KB Holding, Inc. (3082), AG Kings Holdings Inc. (8681), AG Holdings II Inc. (3828), Kings Super Markets, Inc. (6769), Balducci's Holdings LLC (1913), Balducci's Connecticut LLC (1945), Balducci's Maryland LLC (1926), Balducci's Virginia LLC (1949), and Balducci's New York LLC (1934). The location of the Debtors' corporate headquarters is 700 Lanidex Plaza Parsippany, NJ 07054.

TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE:

KB US Holdings, Inc. and its debtor affiliates, as debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the “**Debtors**”), respectfully represent as follows in support of this motion (the “**Motion**”):

### **Background**

1. On the date hereof (the “**Commencement Date**”), the Debtors each commenced with this Court a voluntary case under chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”). The Debtors are authorized to continue to operate their businesses and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No trustee, examiner, or statutory committee of creditors has been appointed in these chapter 11 cases.

2. Contemporaneously herewith, the Debtors have filed a motion requesting joint administration of their chapter 11 cases pursuant to Rule 1015(b) of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”).

3. Additional information regarding the Debtors’ businesses, capital structure, and the circumstances leading to the commencement of these chapter 11 cases is set forth in the *Declaration of M. Benjamin Jones Pursuant to Rule 1007-2 of the Local Bankruptcy Rules for the Southern District of New York*, sworn to on the date hereof (the “**Jones Declaration**”), which has been filed with the Court contemporaneously herewith and is incorporated by reference herein.<sup>2</sup>

### **Jurisdiction**

4. The Court has jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334, and the Amended Standing Order of Reference M-431, dated January 31, 2012

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<sup>2</sup> Capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Jones Declaration.

(Preska, C.J.). This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper before the Court pursuant to 28 U.S.C. §§ 1408 and 1409.

### **Relief Requested**

5. By this Motion, pursuant to sections 105(a) and 366 of the Bankruptcy Code, the Debtors request entry of an order (i) approving the Debtors' proposed form of adequate assurance of payment to utility providers, (ii) establishing procedures for determining adequate assurance of payment for future utility services, and (iii) prohibiting utility providers from altering or discontinuing utility service on account of outstanding prepetition invoices.

6. A proposed form of order granting the relief requested herein is annexed hereto as **Exhibit A** (the "Proposed Order").

### **The Debtors' Utilities**

#### **A. The Utility Providers**

7. In the ordinary course of their businesses, the Debtors incur utility expenses, including electricity, natural gas, water, sewage, and telecommunications. Approximately fifty-eight (58) utility providers (collectively, the "Utility Providers") provide services to the Debtors. A list of the Debtors' Utility Providers (the "Utility Service List") is attached hereto as **Exhibit B**.<sup>3</sup>

8. On average, the Debtors spend approximately \$715,349 each month on utility costs and estimate that, as of the Commencement Date, approximately \$500,000 worth of utility costs are outstanding.

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<sup>3</sup> The Debtors reserve the right to amend or supplement the Utility Service List to include any Utility Provider omitted. The inclusion of any entity on the Utility Service List is not an admission that such entity is a utility within the meaning of section 366 of the Bankruptcy Code, and the Debtors reserve the right to contest any such characterization in the future.

9. Preserving utility services on an uninterrupted basis is essential to the Debtors' ongoing operations and restructuring process. Indeed, any interruption in utility services—even for a brief period of time—would seriously disrupt the Debtors' ability to continue operations and service their customers. This disruption would adversely impact customer relationships and would result in a decline in the Debtors' revenues. It also would affect the value of inventory—particularly items like perishable goods and frozen food. Such a result could seriously jeopardize the Debtors' restructuring efforts and, ultimately, creditor recoveries. Therefore, it is critical that utility services continue uninterrupted during these chapter 11 cases.

#### **B. The Proposed Adequate Assurance**

10. The Debtors intend to pay postpetition obligations owed to the Utility Providers in a timely manner. The Debtors expect that cash flows from operations and their debtor-in-possession financing (the “**DIP Financing**”) will be sufficient to pay postpetition obligations related to their utility services in the ordinary course of business.

11. Furthermore, the Debtors propose to deposit into a segregated, interest-bearing bank account (the “**Adequate Assurance Account**”) a sum equal to the cost of two (2) weeks' worth of the average utility cost for each Utility Provider (less any amounts already on deposit with any such Utility Provider that have not been applied to outstanding prepetition amounts),<sup>4</sup> based on the Debtors' average usage for the twelve (12) month period ending June 30, 2020 (collectively, the “**Adequate Assurance Deposit**”). As of the Commencement Date, the Debtors estimate the Adequate Assurance Deposit to total approximately \$353,819.

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<sup>4</sup> To the extent any deposits with any Utility Provider are in excess of two (2) weeks' worth of the average utility cost, the Debtors reserve their right to demand such excess amounts.

12. Although the Adequate Assurance Deposit will be placed into a single bank account, two (2) weeks' worth of estimated utility costs will be separately allocated for, and payable to, each Utility Provider. Specifically, if the Debtors fail to pay a utility bill when due (including the passage of any cure period), the relevant Utility Provider shall provide notice of such default to the Debtors and counsel for the DIP Agent. If within five (5) business days of the Debtors' receipt of such notice, the bill is not paid, the Utility Provider may file an application with the Court certifying that payment has not been made and requesting the amount due up to an aggregate maximum equal to the Adequate Assurance Deposit allocable to such Utility Provider.

13. The Debtors submit that the Adequate Assurance Deposit, in conjunction with the DIP Financing, cash flow from operations and cash on hand demonstrate the Debtors' ability to pay for future utility services in the ordinary course of business (collectively, the "**Proposed Adequate Assurance**") and constitute sufficient adequate assurance to the Utility Providers.

### **C. The Proposed Adequate Assurance Procedures**

14. If any Utility Provider believes it is entitled to additional adequate assurance based on individualized circumstances, it may follow the procedures described below and set forth in more detail on **Exhibit 1** annexed to the Proposed Order (the "**Adequate Assurance Procedures**"):<sup>5</sup>

- a. The Debtors will fax, e-mail, serve by overnight mail, or otherwise expeditiously send a copy of this Motion and Proposed Order, which includes the proposed Adequate Assurance Procedures, to each Utility Provider within three (3) business days after entry of the Proposed Order by the Court.

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<sup>5</sup> To the extent there are any discrepancies between this Motion and the Adequate Assurance Procedures as set forth on **Exhibit 1** to the Proposed Order, the Adequate Assurance Procedures control in all respects. Capitalized terms used but not otherwise defined in the following summary shall have the meanings ascribed to such terms in the Adequate Assurance Procedures set forth on **Exhibit 1**.

- b. The Debtors will deposit the Adequate Assurance Deposit in the Adequate Assurance Account within five (5) business days of entry of the Proposed Order granting this Motion; provided that to the extent any Utility Provider receives any other value from the Debtors as adequate assurance of payment, the Debtors may reduce the Adequate Assurance Deposit maintained in the Adequate Assurance Account by such amount.
- c. The portion of the Adequate Assurance Deposit attributable to each Utility Provider shall be returned to the Debtors on the earlier of (a) the Debtors' termination of services from such Utility Provider and (b) the conclusion of these chapter 11 cases, if not applied earlier.<sup>6</sup>
- d. Any Utility Provider desiring additional assurances of payment in the form of deposits, prepayments or otherwise must serve a request for additional assurance (an "**Additional Assurance Request**") so that it is received by the following parties at the following addresses: (a) KB US Holdings, Inc., 700 Lanidex Plaza, Parsippany, NJ 07054 (Attn: Judith Spires, CEO); (b) Proskauer Rose LLP, Eleven Times Square, New York, New York 10036 (Attn: Vincent Indelicato, Esq. and Timothy Q. Karcher, Esq.), One International Place, Boston, Massachusetts 02110 (Attn: Charles A. Dale, Esq.), and 2029 Century Park East, Suite 2400, Los Angeles, California (Attn: Steve Y. Ma, Esq.); (c) counsel to the Prepetition Secured Lenders and DIP Lenders, Latham & Watkins LLP, 330 North Wabash Avenue, Suite 2800, Chicago, Illinois 60611 (Attn: Peter P. Knight, Esq. and Jeramy D. Webb, Esq.); and (d) the Office of the United States Trustee for Region 2, 201 Varick Street, Suite 1006, New York, NY 10014 (Attn: Susan Arbeit, Esq. and Richard Morrissey, Esq.) (collectively, the "**Notice Parties**"). The Additional Assurance Request must be sent to all of the above Notice Parties to be deemed valid.
- e. Any Additional Assurance Request must (a) be made in writing, (b) set forth the location for which utility services are provided, (c) include a summary of the Debtors' payment history relevant to the affected account(s), including the amounts of any security deposits, and (d) set forth why the Utility Provider believes the Proposed Adequate Assurance is not sufficient adequate assurance of future payment.
- f. Any Additional Assurance Request must be made and actually received by all the Notice Parties listed above by no later than twenty (20) days after entry of the order granting this Motion by the Court. If a Utility Provider fails to file and serve a timely Additional Assurance Request, it shall be: (a) deemed to have received adequate assurance of payment "satisfactory" to such Utility Provider in compliance with section 366 of the Bankruptcy Code; and (b) forbidden to discontinue, alter, or refuse service to, or

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<sup>6</sup> In the event a Utility Provider has more than one account with the Debtors, then, upon termination of an account by the Debtors, only that portion of the Adequate Assurance Deposit attributable to such account will be returned.

discriminate against, the Debtors on account of any unpaid prepetition charges, or require additional assurance of payment other than the Proposed Adequate Assurance.

- g. Upon the Notice Parties' receipt of any Additional Assurance Request at the addresses set forth above, the Debtors shall have the greater of (a) twenty (20) days from the receipt of such Additional Assurance Request and (b) thirty (30) days from entry of the order granting this Motion (the "**Resolution Period**") to negotiate with such Utility Provider to resolve such Utility Provider's Additional Assurance Request.
- h. The Debtors may, in their sole discretion, resolve any Additional Assurance Request by mutual agreement with the Utility Provider and without further order of the Court, and may, in connection with any such agreement, in their sole discretion, provide a Utility Provider with additional adequate assurance of future payment, including but not limited to cash deposits, prepayments or other forms of security, without further order of this Court if the Debtors believe such additional assurance is reasonable.
- i. If the Debtors determine that the Additional Assurance Request is not reasonable and are not able to reach a resolution with the Utility Provider during the Resolution Period, the Debtors, during or immediately after the Resolution Period, will request a hearing before this Court to determine the adequacy of assurances of payment with respect to a particular Utility Provider (the "**Determination Hearing**") pursuant to section 366(c)(3) of the Bankruptcy Code.
- j. Pending resolution of such dispute at the Determination Hearing, the relevant Utility Provider shall be prohibited from discontinuing, altering or refusing service to the Debtors on account of unpaid charges for prepetition services or on account of any objections to the Proposed Adequate Assurance.

#### **D. Subsequent Modifications**

15. The Debtors have made an extensive and good-faith effort to identify all of their Utility Providers and include them on the Utility Service List. Nonetheless, to the extent that the Debtors subsequently identify additional Utility Providers, the Debtors seek authority, in their sole discretion, to amend the Utility Service List to add or remove any Utility Provider before or after entry of the order by the Court. The Debtors further request that the Court's order be deemed to apply to any such subsequently identified Utility Provider, regardless of when such Utility

Provider is added to the Utility Service List. The Debtors will serve a copy of this Motion and order on any such Utility Provider subsequently added to the Utility Service List and deposit two (2) weeks' worth of estimated utility costs in the Adequate Assurance Account for the benefit of such Utility Provider (less any amounts on deposit with any such subsequently added Utility Provider that have not been applied to outstanding prepetition amounts). Subsequently added Utility Providers shall have twenty (20) days from the date of service of the order to make an Adequate Assurance Request.

16. Any Utility Provider subsequently added to the Utility Service List that objects to the entry of the order must file an objection in accordance with the Bankruptcy Rules, the Local Rules and the Adequate Assurance Procedures.

17. The Debtors request that all Utility Providers, including Utility Providers subsequently added to the Utility Service List, be prohibited from altering, refusing or discontinuing utility services to the Debtors absent further order of the Court.

**Relief Requested Should Be Granted**

18. For the reasons set forth below, the Utility Providers will be adequately assured of payment for future services by the relief requested herein. Congress enacted section 366 of the Bankruptcy Code to protect debtors from utility service cutoffs upon a bankruptcy filing while providing utility companies with adequate assurance that the debtors would pay for postpetition services. *See* H.R. Rep. No. 95-595, at 350 (1978), *reprinted in* 1978 U.S.C.C.A.N. 5963, 6306. Accordingly, section 366 of the Bankruptcy Code protects debtors by prohibiting utilities from altering, refusing or discontinuing services to a debtor solely on account of unpaid prepetition amounts for a period of thirty (30) days after a chapter 11 filing. At the same time, section 366 protects utilities by permitting them to alter, refuse or discontinue service after thirty



(30) days if the debtor has not furnished “adequate assurance” of payment in a form “satisfactory” to the utility.

19. Amendments to the Bankruptcy Code did not abrogate the bankruptcy court’s ability to determine the amount of adequate assurance necessary or change the fundamental requirement that assurance of payment simply must be “adequate.” Thus, while section 366(c) of the Bankruptcy Code limits the factors a court may consider when determining whether a debtor has provided adequate assurance of payment, it does not limit the court’s ability to determine the amount of payment necessary, if any, to provide adequate assurance. Section 366(c) of the Bankruptcy Code gives courts the same discretion in determining the amount of payment necessary for adequate assurance that they previously had. *Compare* 11 U.S.C. § 366(b) (2005) (“On request of a party in interest and after notice and a hearing, the court may order reasonable modification of the amount of the deposit or other security necessary to provide adequate assurance of payment.”) *with* 11 U.S.C. § 366(c)(3)(A) (2005) (“On request of a party in interest and after notice and a hearing, the court may order modification of the amount of an assurance payment under paragraph (2).”).

20. In addition, it is well established that section 366(b) of the Bankruptcy Code permits a court to find that no adequate assurance payment at all is necessary to provide a utility with adequate assurance of payment. *See Va. Elec. & Power Co. v. Caldor Inc.*, 117 F.3d 646, 650 (2d Cir. 1997) (“Even assuming that ‘other security’ should be interpreted narrowly, . . . a bankruptcy court’s authority to ‘modify’ the level of the ‘deposit or other security’ provided for under § 366(b), includes the power to require ‘no deposit or other security’ where none is necessary to provide a utility supplier with ‘adequate assurance of payment.’”). This principle may be applicable in cases where the debtor has made prepetition deposits or prepayments for services

that utility providers ultimately will render postpetition. *See* 11 U.S.C. § 366(c)(1)(A)(v) (recognizing a prepayment for postpetition services as adequate assurance). Accordingly, courts may exercise their discretion in determining the adequacy of assurance payments and even whether such payments are necessary at all.

21. Finally, section 366(c), only requires that a utility’s assurance of payment be “adequate.” Courts recognize that adequate assurance of performance does not constitute an absolute guarantee of a debtor’s ability to pay. *See, e.g., In re Steinebach*, 303 B.R. 634, 641 (Bankr. D. Ariz. 2004) (“Adequate assurance of payment is not, however, absolute assurance . . . ‘a Bankruptcy Court is not required to give a utility company the equivalent of a guarantee of payment, but must only determine that the utility is not subject to any unreasonable risk of non-payment for postpetition services.’”) (quoting *In re Adelpia Bus. Solutions, Inc.*, 280 B.R. 63, 80 (Bankr. S.D.N.Y. 2002)); *see also In re Caldor, Inc.*, 199 B.R. 1, 3 (S.D.N.Y. 1996) (section 366(b) “does not require an ‘absolute guarantee of payment’”) (citation omitted), *aff’d sub nom. Va. Elec. & Power Co., v. Caldor, Inc.*, 117 F.3d 646 (2d Cir. 1997).

22. Courts also have recognized that, in determining the requisite level of adequate assurance, bankruptcy courts should “focus ‘upon the need of the utility for assurance, and to require that the debtor supply *no more than that*, since the debtor almost perforce has a conflicting need to conserve scarce financial resources.’” *Va. Elec. & Power Co.*, 117 F.3d at 650 (emphasis in original); *see also In re Penn. Cent. Transp. Co.*, 467 F.2d 100, 103-04 (3d Cir. 1972) (affirming bankruptcy court’s ruling that utility deposits were not necessary where such deposits likely would “jeopardize the continuing operation of the [debtor] merely to give further security to suppliers who already are reasonably protected”). Accordingly, demands by a Utility Provider

for a guarantee of payment should be refused when the Debtors' specific circumstances already afford adequate assurance of payment.

23. Based upon the foregoing, the Debtors believe that most, if not all, of their Utility Providers have adequate assurance of payment even without 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 utility services for the operation of their business and preservation of value of their assets provides them 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 Providers of future payment.

24. Absent the approval of the Adequate Assurance Procedures, Utility Providers could discontinue service, without warning, thirty (30) days from the Commencement Date, if they claim they have not yet received a "satisfactory" adequate assurance payment. Under the Adequate Assurance Procedures, however, any Utility Provider that fails to file a timely Additional Assurance Request shall be deemed to consent to the Adequate Assurance Procedures and shall be bound by the Proposed Order. *See In re Syroco, Inc.*, 374 B.R. 60, 62 (Bankr. D.P.R. Aug. 22, 2007) (a utility provider's lack of objection, response or counter-demand after receiving notice of hearing on a utilities motion, notice of interim order and notice of final hearing constitutes tacit acceptance of the debtor's proposed two-week cash deposit as adequate assurance of payment as such term is used in section 366 of the Bankruptcy Code).

25. The Adequate Assurance Procedures are necessary for the Debtors to effectuate their chapter 11 strategy. If the Adequate Assurance Procedures are not approved, the Debtors likely will be confronted with and forced to address numerous requests by their Utility Providers at a critical point in their chapter 11 cases. Moreover, the Debtors could be blindsided by a Utility Provider unilaterally deciding—on or after the thirtieth (30<sup>th</sup>) day following the Commencement Date—that it is not adequately protected and, therefore, either will make an exorbitant demand for payment to continue service or discontinue providing service to the Debtors altogether. Such an outcome could seriously jeopardize the Debtors’ operations and ability to maximize recoveries to their stakeholders.

26. Under the circumstances of these cases, the Debtors believe that the establishment of a cash reserve in a bank account, in an amount that is substantial relative to the Debtors’ average usage for the twelve month period ending June 30, 2020, constitutes adequate assurance of payment under section 366(c) of the Bankruptcy Code. The Adequate Assurance Procedures also are consistent with procedures adopted in other recent chapter 11 cases, including in cases where the District Court affirmed this Court’s finding that adequate assurance provided substantially in the form of the Adequate Assurance Procedures satisfied the requirements of section 366 of the Bankruptcy Code. *See In re The Great Atl. & Pac. Co., Inc.*, 2011 WL 5546954, at \*6 (S.D.N.Y. Nov. 14, 2011) (“The [bankruptcy] court weighed the evidence and did not clearly err in determining that, in light of the low risk of default given the DIP Facility, the utility providers were adequately assured payment through the [two-week] cash deposit.”); *see also In re Fairway Grp. Holdings, Corp.*, Case No. 20-10161-JLG (Bankr. S.D.N.Y. Mar. 3, 2020) [ECF No. 237] (approving as adequate assurance separate deposits made into an interest-bearing, segregated account equal to the projected charge for approximately two weeks of utility service); *In re Tops*

*Holding II Corp.*, Case No. 18-22279-RDD (Bankr. S.D.N.Y. Mar. 13, 2018) [ECF No. 139] (same); *In re The Great Atl. & Pac. Co., Inc.*, Case No. 15-23007 (Bankr. S.D.N.Y. Jul. 28, 2015) (same).

27. In addition, the Court has the authority, pursuant to its equitable powers under section 105(a) of the Bankruptcy Code, to authorize the relief requested herein, because such relief is necessary for the Debtors to carry out their fiduciary duties under section 1107(a) of the Bankruptcy Code. Section 105(a) of the Bankruptcy Code empowers bankruptcy courts to “issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title.” 11 U.S.C. § 105. Section 1107(a) of the Bankruptcy Code “contains an implied duty of the debtor-in-possession” to “protect and preserve the estate, including an operating business’ going-concern value,” on behalf of a debtor’s creditors and other parties in interest. *In re CEI Roofing, Inc.*, 315 B.R. 50, 59 (Bankr. N.D. Tex. 2004) (quoting *In re CoServ, L.L.C.*, 273 B.R. 487, 497 (Bankr. N.D. Tex. 2002)); *see also Unofficial Comm. of Equity Holders v. McManigle (In re Penick Pharm., Inc.)*, 227 B.R. 229, 232-33 (Bankr. S.D.N.Y. 1998) (“[U]pon filing its petition, the Debtor became debtor in possession and, through its management . . . was burdened with the duties and responsibilities of a bankruptcy trustee.”).

28. Based on the foregoing, the Debtors respectfully submit that the relief requested herein is necessary and appropriate, is in the best interest of the Debtors’ estates, and should be granted in all respects.

#### **Reservation of Rights**

29. Nothing contained herein is intended or shall be construed as (i) an admission as to the validity of any claim against the Debtors; (ii) a waiver of the Debtors’ or any appropriate party in interest’s rights to dispute the amount of, basis for, or validity of any claim against the Debtors; (iii) a waiver of any claims or causes of action which may exist against any

creditor or interest holder; or (iv) an approval, assumption, adoption, or rejection of any agreement, contract, lease, program, or policy between the Debtors and any third party under section 365 of the Bankruptcy Code. Likewise, if the Court grants the relief sought herein, any payment made pursuant to the Court's order is not intended to be and should not be construed as an admission to the validity of any claim or a waiver of the Debtors' rights to dispute such claim subsequently.

### **Notice**

30. Notice of this Motion has been provided to (i) the Office of the United States Trustee for Region 2, 201 Varick Street, Suite 1006, New York, NY 10014 (Attn: Susan Arbeit, Esq. and Richard Morrissey, Esq.); (ii) the Debtors' twenty (20) largest unsecured creditors on a consolidated basis; (iii) counsel to the Prepetition Secured Lenders and proposed DIP Lenders, Latham & Watkins LLP, 330 North Wabash Avenue, Suite 2800, Chicago, Illinois 60611 (Attn: Peter P. Knight, Esq. and Jeramy D. Webb, Esq.); (iv) the Unions;<sup>7</sup> (v) the Internal Revenue Service; (vi) the United States Attorney's Office for the Southern District of New York; (vii) each of the Utility Providers identified on **Exhibit B**; and (viii) Bank of America, N.A. (collectively, the "**Notice Parties**"). The Debtors respectfully submit that no further notice is required.

31. No previous request for the relief sought herein has been made by the Debtors to this or any other Court.

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<sup>7</sup> The "Unions" include United Food and Commercial Workers International Union, Local 1245 (now known as Local No. 360), United Food and Commercial Workers International Union, Local 464A, United Food and Commercial Workers International Union, Local 1500, United Food and Commercial Workers International Union, Local 342, and United Food and Commercial Workers International Union, Local 371.

WHEREFORE the Debtors respectfully request entry of an order granting the relief requested herein and such other and further relief as the Court may deem just and appropriate.

Dated: August 23, 2020  
New York, New York

*/s/ Vincent Indelicato*

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-and-

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*Proposed Attorneys for Debtors  
and Debtors in Possession*

**Exhibit A**

**Proposed Order**



**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

**In re**

**KB US Holdings, Inc., et al.,**

**Debtors.<sup>1</sup>**

**Chapter 11**

**Case No. 20-22962**

**(Jointly Administered)**

**INTERIM ORDER (I) APPROVING DEBTORS' PROPOSED  
FORM OF ADEQUATE ASSURANCE OF PAYMENT TO  
UTILITY PROVIDERS, (II) ESTABLISHING PROCEDURES FOR  
DETERMINING ADEQUATE ASSURANCE OF PAYMENT FOR FUTURE  
UTILITY SERVICES, AND (III) PROHIBITING UTILITY PROVIDERS  
FROM ALTERING, REFUSING, OR DISCONTINUING UTILITY SERVICE**

Upon the motion (the "**Motion**")<sup>2</sup> of KB US Holdings, Inc. and its debtor affiliates, as debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the "**Debtors**"), pursuant to sections 105(a) and 366 of title 11 of the United States Code (the "**Bankruptcy Code**"), for an order (i) approving the Debtors' proposed form of adequate assurance of payment for future utility services, (ii) establishing procedures for determining adequate assurance of payment for future utility services, (iii) determining that the Debtors are not required to provide any additional adequate assurance beyond what is proposed in this Motion, except as otherwise agreed by the Debtors or ordered by the Court, and (iv) prohibiting utility providers from altering or discontinuing utility service on account of outstanding prepetition

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<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, as applicable, are: KB US Holdings, Inc. (1000), KB Holding, Inc. (3082), AG Kings Holdings Inc. (8681), AG Holdings II Inc. (3828), Kings Super Markets, Inc. (6769), Balducci's Holdings LLC (1913), Balducci's Connecticut LLC (1945), Balducci's Maryland LLC (1926), Balducci's Virginia LLC (1949), and Balducci's New York LLC (1934). The location of the Debtors' corporate headquarters is 700 Lanidex Plaza Parsippany, NJ 07054.

<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Motion.

invoices, all as more fully set forth in the Motion; and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334, and the Amended Standing Order of Reference M-431, dated January 31, 2012 (Preska, C.J.); and consideration of the Motion and the requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before the Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided to the Notice Parties; and such notice having been adequate and appropriate under the circumstances, and it appearing that no other or further notice need be provided; and the Court having reviewed the Motion; and the Court having held a hearing to consider the relief requested in the Motion (the “**Hearing**”); and upon the Jones Declaration, filed contemporaneously with the Motion, and the record of the Hearing; and the Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and it appearing that the relief requested in the Motion is in the best interests of the Debtors, their estates, creditors, and all parties in interest; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor,

**IT IS HEREBY ORDERED THAT**

1. The Motion is granted to the extent set forth herein.
2. Absent compliance with the procedures set forth in the Motion and this Order, the Debtors’ utility providers (the “**Utility Providers**”) are prohibited from altering, refusing or discontinuing service on account of any unpaid prepetition charges and are deemed to have received adequate assurance of payment in compliance with section 366 of the Bankruptcy Code.
3. As adequate assurance, the Debtors shall deposit \$353,819 (the “**Adequate Assurance Deposit**”) into a segregated, interest-bearing bank account (the “**Adequate Assurance**”).

**Account**”), which shall be separately allocated for, and payable to, each Utility Provider in the amount set forth on **Exhibit B** to the Motion as to each Utility Provider or as otherwise agreed; provided that to the extent any Utility Provider receives any other value from the Debtors on account of adequate assurance, the Debtors may reduce the Adequate Assurance Deposit maintained in the Adequate Assurance Account by such amount.

4. The portion of the Adequate Assurance Deposit attributable to each Utility Provider shall be returned to the Debtors on the earlier of (a) the Debtors’ termination of services from such provider and (b) the conclusion of these chapter 11 cases, if not applied earlier.

5. If the Debtors fail to pay a utility bill when due (including the passage of any cure period), the relevant Utility Provider shall provide notice of such default to the Debtors, and if within five (5) business days of such notice, the bill is not paid, the Utility Provider may file an application with the Court certifying that payment has not been made and requesting the amount due up to an aggregate maximum equal to the Adequate Assurance Deposit allocable to such Utility Provider.

6. The Adequate Assurance Deposit in conjunction with the DIP Financing, cash flow from operations and cash on hand demonstrate the Debtors’ ability to pay for future utility services in the ordinary course of business (together, the “Proposed Adequate Assurance”) and constitute sufficient adequate assurance to the Utility Providers.

7. The Proposed Adequate Assurance is hereby approved and is deemed adequate assurance of payment as the term is used in section 366 of the Bankruptcy Code.

8. Any Utility Provider desiring additional assurances of payment in the form of deposits, prepayments or otherwise must serve a request (an “**Additional Assurance Request**”) in accordance with the procedures set forth on **Exhibit 1** attached hereto (the “Adequate Assurance

Procedures”) upon the following parties at the following addresses: (a) KB US Holdings, Inc., 700 Lanidex Plaza, Parsippany, NJ 07054 (Attn: Judith Spires, CEO); (b) Proskauer Rose LLP, Eleven Times Square, New York, New York 10036 (Attn: Vincent Indelicato, Esq. and Timothy Q. Karcher, Esq.), One International Place, Boston, Massachusetts 02110 (Attn: Charles A. Dale, Esq.), and 2029 Century Park East, Suite 2400, Los Angeles, California (Attn: Steve Y. Ma, Esq.); (c) counsel to the Prepetition Secured Lenders and DIP Lenders, Latham & Watkins LLP, 330 North Wabash Avenue, Suite 2800, Chicago, Illinois 60611 (Attn: Peter P. Knight, Esq. and Jeramy D. Webb, Esq.); and (d) the Office of the United States Trustee for Region 2, 201 Varick Street, Suite 1006, New York, NY 10014 (Attn: Susan Arbeit, Esq. and Richard Morrissey, Esq.) (collectively, the “**Notice Parties**”).

9. Any Additional Assurance Request must (a) be made in writing, (b) set forth the location for which utility services are provided, (c) include a summary of the Debtors’ payment history relevant to the affected account(s), including any security deposits and (d) explain why the Utility Provider believes the Proposed Adequate Assurance is not sufficient adequate assurance of future payment.

10. Upon the Notice Parties’ receipt of any Additional Assurance Request, the Debtors shall have the greater of (a) twenty (20) days from the receipt of the Additional Assurance Request and (b) thirty (30) days from the date of entry of this Order (collectively, the “**Resolution Period**”) to negotiate with the Utility Provider to resolve the Utility Provider’s Additional Assurance Request.

11. The Debtors may, in their sole discretion, resolve any Additional Assurance Request by mutual agreement with the Utility Provider and without further order of the Court, and may, in connection with any such agreement, in their sole discretion, provide a Utility Provider

with additional adequate assurance of future payment, including but not limited to cash deposits, prepayments or other forms of security, without further order of this Court if the Debtors believe such additional assurance is reasonable.

12. If the Debtors determine that the Additional Assurance Request is not reasonable and are not able to reach a resolution with the Utility Provider during the Resolution Period, the Debtors, during or immediately after the Resolution Period, will request a hearing before this Court on proper notice to determine the adequacy of assurance of payment with respect to a particular Utility Provider (the “**Determination Hearing**”) pursuant to section 366(c)(3) of the Bankruptcy Code.

13. Pending resolution of such dispute at the Determination Hearing, the relevant Utility Provider shall be prohibited from discontinuing, altering or refusing service to the Debtors on account of unpaid charges for prepetition services or on account of any objections to the Proposed Adequate Assurance.

14. On the twentieth (20th) day following the entry of this Order, all Utility Providers that have not filed a timely Adequate Assurance Request shall be: (a) deemed to have adequate assurance of payment “satisfactory” to such Utility Provider within the meaning of section 366 of the Bankruptcy Code; and (b) restrained from discontinuing, altering or refusing service to the Debtors on account of unpaid charges for prepetition services or on account of any objections to the Proposed Adequate Assurance.

15. Notwithstanding entry of this Order approving the Adequate Assurance Procedures, if there is an adverse change in the Debtors’ financial condition during these chapter 11 cases, any Utility Provider may file an application with the Court requesting additional adequate assurance of future payment; provided that pending resolution of such application, the relevant

Utility Provider shall be prohibited from discontinuing, altering or refusing service to the Debtors on account of unpaid charges for prepetition services or on any material, adverse change in the Debtors' financial condition.

16. The Debtors are authorized, in their sole discretion, to amend the utility service list attached as **Exhibit B** to the Motion (the "**Utility Service List**") to add or delete any Utility Provider, and the Order shall apply to any Utility Provider that is subsequently added to the Utility Service List.

17. For those Utility Providers that are subsequently added to the Utility Service List, the Debtors will serve a copy of this Order on the subsequently added Utility Provider and deposit two (2) weeks' worth of estimated utility costs in the Adequate Assurance Account for the benefit of such Utility Provider (less any amounts on deposit with any such Utility Provider that have not been applied to outstanding prepetition amounts), and any such subsequently added entities shall have twenty (20) days from the date of service of the Order to make an Adequate Assurance Request.

18. Any Utility Provider that fails to request additional assurance in accordance with the procedures set forth on **Exhibit 1** attached hereto shall be deemed to consent to the Adequate Assurance Procedures and shall be bound by this Order.

19. Notwithstanding anything to the contrary contained herein, any payments made or to be made by the Debtors under this Interim Order, and any authorization contained in this Interim Order, shall be in compliance with, and shall be subject to, any then-applicable order approving the Debtors' debtor-in-possession financing facility and/or use of cash collateral, and the documentation in respect of any such debtor-in-possession financing facility, including, without limitation, the then-applicable Approved Budget under, and as defined in, any such order.

20. Nothing contained in the Motion or this Order, nor any payment made pursuant to the authority granted by this Order, is intended to be or shall be construed as (i) an admission as to the validity of any claim against the Debtors, (ii) a waiver of the Debtors' or any appropriate party in interest's rights to dispute the amount of, basis for, or validity of any claim against the Debtors, (iii) a waiver of any claims or causes of action which may exist against any creditor or interest holder, or (iv) an approval, assumption, adoption, or rejection of any agreement, contract, lease, program, or policy between the Debtors and any third party under section 365 of the Bankruptcy Code.

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

22. The Debtors are authorized to take all action necessary to effectuate the relief granted in this Order.

23. The Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, and/or enforcement of this Order.

Dated: \_\_\_\_\_, 2020  
White Plains, New York

\_\_\_\_\_  
UNITED STATES BANKRUPTCY JUDGE

**Exhibit 1**

**Adequate Assurance Procedures**



Vincent Indelicato  
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New York, New York 10036  
Telephone: (212) 969-3000  
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*Proposed Attorneys for Debtors  
and Debtors in Possession*

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

**In re**

**KB US Holdings, Inc., et al.,  
Debtors.<sup>1</sup>**

**Chapter 11**

**Case No. 20-22962**

**(Jointly Administered)**

**ADEQUATE ASSURANCE PROCEDURES**

On August 23, 2020 (the “**Commencement Date**”), KB US Holdings, Inc. and its debtor affiliates, as debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the “**Debtors**”) filed chapter 11 petitions commencing chapter 11 cases under title 11 of the United States Code (the “**Bankruptcy Code**”), in the United States Bankruptcy Court for the Southern District of New York (the “**Bankruptcy Court**”). On the Commencement Date, the Debtors filed the *Debtors’ Motion Requesting Entry of Order (I) Approving Debtors’ Proposed Form of Adequate Assurance of Payment to Utility Providers, (II) Establishing Procedures for Determining Adequate Assurance of Payment for Future Utility Services, and (III) Prohibiting Utility Providers from Altering, Refusing, or Discontinuing Utility Service* (ECF No. [•]) (the

<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, as applicable, are: KB US Holdings, Inc. (1000), KB Holding, Inc. (3082), AG Kings Holdings Inc. (8681), AG Holdings II Inc. (3828), Kings Super Markets, Inc. (6769), Balducci’s Holdings LLC (1913), Balducci’s Connecticut LLC (1945), Balducci’s Maryland LLC (1926), Balducci’s Virginia LLC (1949), and Balducci’s New York LLC (1934). The location of the Debtors’ corporate headquarters is 700 Lanidex Plaza Parsippany, NJ 07054.

“**Motion**”). On [•], 2020 the Bankruptcy Court entered an order granting the relief requested in the Motion (ECF No. [•]) (the “**Order**”).

**A. Proposed Adequate Assurance**

1. The Debtors will deposit approximately \$353,819 (the “**Adequate Assurance Deposit**”) into a segregated, interest-bearing bank account (the “**Adequate Assurance Account**”). This amount represents a sum equal to the cost of two (2) weeks’ worth of the estimated aggregate monthly amount of utility services provided by all of the Utility Providers set forth on the Utility Service List, based on the Debtors’ average usage for twelve month period ending June 30, 2020 (less any amounts on deposit with any Utility Providers that have not been applied to outstanding prepetition amounts);<sup>2</sup> provided that to the extent any Utility Provider receives any other value from the Debtors as adequate assurance of payment, the Debtors may reduce the Adequate Assurance Deposit maintained in the Adequate Assurance Account by such amount. The amount allocated for, and payable to, each Utility Provider shall be equal to the amount set forth on **Exhibit B** as to each Utility Provider or as otherwise agreed.

**B. Adequate Assurance Procedures**

2. The Debtors will fax, e-mail, serve by overnight mail, or otherwise expeditiously send a copy of the Motion and the Order, which include the proposed Adequate Assurance Procedures, to each Utility Provider within three (3) business days after entry of the Order by the Bankruptcy Court.
3. The portion of the Adequate Assurance Deposit attributable to each Utility Provider shall be returned to the Debtors on the earlier of (a) the Debtors’ termination of services from such provider and (b) the conclusion of these chapter 11 cases, if not applied earlier.<sup>3</sup>
4. Any Utility Provider desiring additional assurances of payment in the form of deposits, prepayments or otherwise must serve a request for additional assurance (an “**Additional Assurance Request**”) so that it is received by the Debtors at the following addresses: (a) KB US Holdings, Inc., 700 Lanidex Plaza, Parsippany, NJ 07054 (Attn: Judith Spires, CEO); (b) Proskauer Rose LLP, Eleven Times Square, New York, New York 10036 (Attn: Vincent Indelicato, Esq. and Timothy Q. Karcher, Esq.), One International Place, Boston, Massachusetts 02110 (Attn: Charles A. Dale, Esq.), and 2029 Century Park East, Suite 2400, Los Angeles, California (Attn: Steve Y. Ma, Esq.); (c) counsel to the Prepetition Secured Lenders and DIP Lenders, Latham & Watkins LLP, 330 North Wabash Avenue, Suite 2800,

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<sup>2</sup> To the extent any deposits with any Utility Provider is in excess of two (2) weeks’ worth of the average utility cost, the Debtors reserve their right to demand such excess amounts.

<sup>3</sup> In the event that a Utility Provider has more than one account with the Debtors, then, upon termination of an account by the Debtors, only that portion of the Adequate Assurance Deposit attributable to such account will be returned.

Chicago, Illinois 60611 (Attn: Peter P. Knight, Esq. and Jeramy D. Webb, Esq.); and (d) the Office of the United States Trustee for Region 2, 201 Varick Street, Suite 1006, New York, NY 10014 (Attn: Susan Arbeit, Esq. and Richard Morrissey, Esq.) (collectively, the “**Notice Parties**”). The Additional Assurance Request must be sent to all of the above Notice Parties to be deemed valid.

5. Any Additional Assurance Request must (a) be made in writing, (b) set forth the location for which utility services are provided, (c) include a summary of the Debtors’ payment history relevant to the affected account(s), including any security deposits, and (d) set forth why the Utility Provider believes the Proposed Adequate Assurance is not sufficient adequate assurance of future payment.
6. Any Additional Assurance Request must be made and actually received by all the Notice Parties listed above by no later than twenty (20) days after entry of the Order. If a Utility Provider fails to file and serve a timely Additional Assurance Request, it shall be: (a) deemed to have received adequate assurance of payment satisfactory to such Utility Provider in compliance with section 366 of the Bankruptcy Code; and (b) forbidden to discontinue, alter, or refuse service to, or discriminate against, the Debtors on account of any unpaid prepetition charges, or require additional assurance of payment other than the Proposed Adequate Assurance.
7. Upon the Notice Parties’ receipt of any Additional Assurance Request at the addresses set forth above, the Debtors shall have the greater of (a) twenty (20) days from the receipt of such Additional Assurance Request or (b) thirty (30) days from the date of entry of the Order (collectively, the “**Resolution Period**”) to negotiate with such Utility Provider to resolve such Utility Provider’s Additional Assurance Request.
8. The Debtors may, in their sole discretion, resolve any Additional Assurance Request by mutual agreement with the Utility Provider and without further order of the Bankruptcy Court, and may, in connection with any such agreement, in their sole discretion, provide a Utility Provider with additional adequate assurance of future payment, including but not limited to cash deposits, prepayments or other forms of security, without further order of the Bankruptcy Court if the Debtors believe such additional assurance is reasonable.
9. If the Debtors determine that the Additional Assurance Request is not reasonable and are not able to reach a resolution with the Utility Provider during the Resolution Period, the Debtors, during or immediately after the Resolution Period, will request a hearing before the Bankruptcy Court to determine the adequacy of assurances of payment with respect to a particular Utility Provider (the “**Determination Hearing**”) pursuant to section 366(c)(3) of the Bankruptcy Code.
10. Pending resolution of such dispute at the Determination Hearing, the relevant Utility Provider is prohibited from discontinuing, altering or refusing service to the Debtors on account of unpaid charges for prepetition services or on account of any objections to the Proposed Adequate Assurance.

**C. Subsequent Modifications**

11. The terms of the Order apply to any subsequently identified Utility Provider. For those Utility Providers that are subsequently added to **Exhibit B** to the Motion (the “**Utility Service List**”), the Debtors will serve a copy of the Order on such subsequently added Utility Provider and deposit two (2) weeks’ worth of estimated utility costs in the Adequate Assurance Account for the benefit of such Utility Provider (less any amounts on deposit with any such subsequently added Utility Provider that have not been applied to outstanding prepetition amounts). Utility Providers subsequently added to the Utilities Service List shall have twenty (20) days from service of the Order to make an objection thereto.

**Exhibit B**

**Utility Service List**

Utility Provider	Address	Type of Service	Current Deposit	Adequate Assurance Deposit
Alexandria Renew Enterprises	1800 Limerick St, Alexandria, VA 22314	Power / Gas		\$5,162.30
American Disposal Services	P.O. Box 28150, Miami, FL 33102-8150	Rubbish		5,144.41
Aqyarion Water of CT	P.O. Box 9265, Chelsea, MA 02150-9265	Water		181.22
Bandwave Systems Llc	438 High Street, Burlington, NJ 8016	Internet		6,103.23
Bernardsville Sewer Department	166 Mine Brook Road, Bernardsville, NJ 7924	Water		100.00
Borough Of Chatham	54 Fairmount Avenue, Chatham, NJ 7928	Water		422.85
Borough Of Florham Park	Water Dept., Florham Park, NJ 7932	Water		82.09
Borough Of Mendham	6 West Main Street, Mendham, NJ 7945	Water		318.98
Cablevision Lightpath	P.O. Box 360111, Pittsburgh, PA 15251-6111	Internet		2,364.88
Century Link	P.O. Box 1319, Charlotte, NC 28201-1319	Internet		52.60
City Carting & Recycling	P.O. Box 412574, Boston, MA 02241-2574	Rubbish		5,329.55
City Of Summit	Collector Of Taxes, Summit, NJ 07901-2667	Water		84.29
Columbia Gas Of Virginia	P.O. Box 70319, Philadelphia, PA 19176-0319	Power / Gas		459.56
Con Edison	Jaf Station, New York, NY 10116-1702	Power / Gas	4,315.00	10,654.97
Connecticut Natural Gas Corp	P.O. Box 847820, Boston, MA 02284-7820	Power / Gas		999.94
Constellation Newenergy	P.O. Box 5473, Carol Stream, IL 60197-5473	Power / Gas		1,578.17
County Waste Management	P.O. Box 548, Harrison, NY 10528	Rubbish		3,131.99
Darling Ingredients Inc	P.O. Box 554885, Detroit, MI 48255-4885	Rubbish		2,710.68
Direct Energy Business	P.O. Box 32179, New York, NY 10087-2179	Power / Gas		5,049.11
Dominion Energy Virginia	P.O. Box 26543, Richmond, VA 23290-001	Power / Gas		2,983.04
Dominion Virginia Power	P.O. Box 26543, Richmond, VA 23290-0001	Power / Gas		5,793.31
Elizabethtown Gas	P.O. Box 6031, Bellmawr, NJ 08099-6031	Power / Gas		1,143.36
Eversource	P.O. Box 56002, Boston, MA 02205-6002	Power / Gas		22,227.43

Utility Provider	Address	Type of Service	Current Deposit	Adequate Assurance Deposit
Fairfax Water	8570 Executive Park Ave, Fairfax, VA 22031	Water		1,140.77
Florham Pk. Sewerage Auth.	P.O. Box 131, FLorham Park, NJ 7932	Water		270.74
Georgetown Paper Stock	Of Rockville, Inc., Rockville, MD 20850	Rubbish		680.39
Incorp. Village Of Garden City	P.O. Box 609, Garden City, NY 11530	Water		191.46
Ipc Technologies, Inc	7200 Glen Forestdrive Suite 10, Henrico, VA 23226	Telecom		156.12
Jamaica Ash & Rubbish	172 School Street, Westbury, NY 11590	Rubbish		1,316.68
Jersey Central Power & Light	P.O. Box 3687, Akron, Oh 44309-3687	Power / Gas		80,316.43
Montclair Sewer Utility	205 Claremont Avenue, Montclair, NJ 07042-3469	Water		162.17
Montclair Water Bureau	205 Claremont Ave, Montclair, NJ 7042	Water		167.78
N.J. American Water Co.	Box 371331, Pittsburgh, PA 15250-7331	Water		2,701.58
National Grid	P.O. Box 11791, Newark, NJ 07101-4791	Power / Gas		837.00
New Horizon Communications	P.O. Box 981073, Boston, MA 02298-1073	Telecom		911.50
New Jersey Natural Gas	P.O. Box 11743, Newark, NJ 07101-4743	Power / Gas		1,090.04
Pepco	P.O. Box 13608, Philadelphia Pa 19101-3608	Power / Gas		13,985.75
Priority Compactor	P.O. Box 247, Pine Brook, NJ 7058	Rubbish		758.33
Pseg Long Island, Llc	P.O. Box 9039, Hicksville, NY 11802-9039	Power / Gas		7,045.35
Public Service Electric & Gas	P.O. Box 14444, New Brunswick, NJ 08906-4444	Power / Gas		76,801.05
Ridgewood Water	P.O. Box 1304, Brattleboro, Vt 05302-1304	Water		202.39
Rockland Electric Co	P.O. Box 1009, Spring Valley, NY 10977	Power / Gas		7,967.12
Southeast Morris County Mua	P.O. Box 16036, Lewiston, ME 04243-9515	Water		400.28
Spectrotel	P.O. Box 1949, Newark, NJ 07101-1949	Internet		1,180.50
Suburban Disposal Inc.	54 Montesano Rd., Fairfield, NJ 7004	Rubbish		60,645.87
Suez Water New Jersey	Payment Center, Pittsburgh, PA 15250-7804	Water		816.76

Utility Provider	Address	Type of Service	Current Deposit	Adequate Assurance Deposit
Town Of Boonton	100 Washington Street, Boonton, NJ 7005	Water		455.92
Town Of Morristown	Tax Collector, Morristown, NJ 07963-0431	Water		767.70
Township Of Livingston	357 South Livingston Ave, Livingston, NJ 7039	Water		440.23
Township Of Maplewood	Tax Collector, Maplewood, NJ 7040	Water		32.73
Verizon	P.O. Box 15124, Albany, NY 12212-5124	Telecom		3.02
Verizon Business	P.O. Box 15043, Albany, NY 12212-5043	Telecom		228.59
Village of Scarsdale	1001 Post Road, Scarsdale, NY 10583	Water		467.07
Virginia American Water	2223 Duke Street, Alexandria, VA 22314	Water		2,003.95
Waste Connections	P.O. Box 660654, Dallas, TX 75266	Rubbish		526.58
Windstream	P.O. Box 9001013, Louisville, Ky 40290-1013	Internet		4,342.13
WSSC	14501 Sweitzer Ln, Laurel, MD 20707	Water		1,717.62
Xo Communications	P.O. Box 15043, Albany, NY 12212-5034	Internet		1,009.46
<b>TOTAL</b>			<b>\$4,315.00</b>	<b>\$353,819.03</b>