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*Proposed Attorneys for Debtors
and Debtors in Possession*

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

In re

**CENTURY 21 DEPARTMENT STORES LLC,
et al.,**

Debtors.¹

Chapter 11

Case No. 20-12097 (SCC)

(Joint Administration Requested)

**MOTION OF DEBTORS REQUESTING ENTRY OF AN 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**

TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE:

¹ The Debtors in these chapter 11 cases (the "**Chapter 11 Cases**"), along with the last four digits of each Debtor's federal tax identification number, as applicable, are Century 21 Department Stores LLC (4073), L.I. 2000, Inc. (9619), C21 Department Stores Holdings LLC (8952), Giftco 21 LLC (0347), Century 21 Fulton LLC (4536), C21 Philadelphia LLC (2106), Century 21 Department Stores of New Jersey, L.L.C. (1705), Century 21 Gardens Of Jersey, LLC (9882), C21 Sawgrass Blue, LLC (8286), C21 GA Blue LLC (5776), and Century Paramus Realty LLC (5033). The Debtors' principal place of business is: 22 Cortlandt Street, 5th Floor, New York, NY 10007.

Century 21 Department Stores LLC 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 “**Petition 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 business 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’ business, capital structure, and the circumstances leading to the commencement of these Chapter 11 Cases is set forth in the *Declaration of Norman R. Veit Jr. Pursuant to Rule 1007-2 of the Local Bankruptcy Rules for the Southern District of New York*, sworn to on the date hereof (the “**Veit Declaration**”),² and the *Debtors’ Memorandum in Support of Chapter 11 Filings*, each filed with the Court contemporaneously herewith and incorporated by reference herein.

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

² Capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Veit 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.

5. The Debtors confirm their consent, pursuant to Rule 7008 of the Bankruptcy Rules, to the entry of a final order by the Bankruptcy Court in connection with this Motion to the extent that it is later determined that the Bankruptcy Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

Relief Requested

6. 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.

7. A proposed form of order granting the relief requested in this Motion is attached hereto as **Exhibit A** (the "Proposed Order").

The Debtors' Utilities

A. The Utility Providers

8. In the ordinary course of their business, the Debtors incur utility expenses, including electricity, water, and telecommunications. Approximately 115 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**.³

³ 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. On average, the Debtors spend approximately \$630,000 each month on utility costs and estimate that, as of the Petition Date, approximately \$900,000 worth of utility costs are outstanding.

10. Preserving utility services on an uninterrupted basis is essential to the Debtors' ongoing operations as they execute their liquidation. 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. Such a result could seriously jeopardize the Debtors' liquidation efforts and, ultimately, creditor recoveries. Therefore, it is critical that utility services continue uninterrupted during these Chapter 11 Cases.

B. The Proposed Adequate Assurance

11. 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 use of cash collateral will be sufficient to pay postpetition obligations related to their utility services in the ordinary course of business.

12. 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 weeks' worth of the average utility cost for each Utility Provider⁴ based on the Debtors' estimate of their average usage for the months of April through July 2020 (collectively, the “**Adequate Assurance**

⁴ To the extent any deposits with any Utility Provider is in excess of two weeks' worth of the average utility cost, the Debtors reserve their right to demand such excess amounts.

Deposit”). As of the Petition Date, the Debtors estimate the Adequate Assurance Deposit to total approximately \$315,726.32.

13. Although the Adequate Assurance Deposit will be placed into a single bank account, two 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 Prepetition 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.

14. The Debtors submit that the Adequate Assurance Deposit, in conjunction with the 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

15. 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**”):⁵

- 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

⁵ To the extent that 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**.

Provider on or before three (3) business days after entry of the Proposed Order by the Court.

- b. The Debtors will deposit the Adequate Assurance Deposit in the Adequate Assurance Account on or before five (5) business days after 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 (i) the Debtors' termination of services from such Utility Provider and (ii) the conclusion of these Chapter 11 Cases, if not applied earlier.⁶
- 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 at the following addresses: (i) to the Debtors at 22 Cortlandt St., 5th Floor, New York, NY 10007 (Attn: Norman Veit), (ii) the proposed attorneys for the Debtors, Proskauer Rose LLP, 70 West Madison, Ste. 3800 Chicago, IL 60602-4342 (Attn: Jeff J. Marwil, Esq., jmarwil@proskauer.com); 2029 Century Park East, Ste. 2400, Los Angeles, CA 90067 (Attn: Peter J. Young, Esq., pyoung@proskauer.com); and Eleven Times Square, New York, New York 10036 (Attn: Lucy F. Kweskin, Esq., LKweskin@proskauer.com); and (iii) counsel to the Prepetition Agent, Morgan, Lewis & Bockius LLP, One Federal St. Boston, MA 02110-1726 (Attn: Julia Frost-Davies, Esq., julia.frost-davies@morganlewis.com, and David Riley, Esq., david.riley@morganlewis.com) (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 (i) be made in writing, (ii) set forth the location for which utility services are provided, (iii) include a summary of the Debtors' payment history relevant to the affected account(s), including the amounts of any security deposits, and (iv) 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:

⁶ 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.

- (i) deemed to have received adequate assurance of payment “satisfactory” to such Utility Provider in compliance with section 366 of the Bankruptcy Code; and (ii) 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.
- g. Upon the Notice Parties’ receipt of any Additional Assurance Request at the addresses set forth above, the Debtors shall have the greater of (i) twenty (20) days from the receipt of such Additional Assurance Request or (ii) 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.
- 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, and upon consultation with the Prepetition Agent, 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

16. 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, upon notice to the Prepetition Agent, deposit two weeks' worth of estimated utility costs in the Adequate Assurance Account for the benefit of such Utility Provider. Subsequently added Utility Providers shall have twenty (20) days from the date of service of the order to make an Adequate Assurance Request.

17. 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.

18. 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

19. For the reasons set forth herein, 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 (1977), *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 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 30 days if the debtor

has not furnished “adequate assurance” of payment in a form “satisfactory” to the utility. 11 U.S.C. § 366(c)(2).

20. 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) (“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) (“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).”).

21. In addition, 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.

22. 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 post-petition services.”) (quoting *In re Adelpia Bus. Sols., 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).

23. 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.

24. 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.

25. Absent the approval of the Adequate Assurance Procedures, Utility Providers could discontinue service, without warning, thirty (30) days from the Petition 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. 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).

26. 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 30th day following the Petition 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.

27. 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 monthly usage for the months April through July 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 Chapter 11 Cases, including in cases where the District Court affirmed, over the objection of utility providers, that adequate assurance provided substantially in the form of the Adequate Assurance Procedures satisfied the requirements of section 366 of the Bankruptcy Code. *See Great Atl. & Pac. Tea Co. v. Great Atl. & Pac. Tea Co. (In re Great Atl. & Pac. Tea Co.)*, No. 11-CV-1338 (CS), 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 Great Atl. & Pac. Tea Co.*, Case No. 15-23007 (Bankr. S.D.N.Y. Jul. 28, 2015) [ECF No. 203] (approving as adequate assurance separate deposits made into an interest-bearing, segregated account equal to the projected charge for approximately 14 days of utility service); *In re J & B Partners Mgmt., LLC*, Case No. 15-22017 (Bankr. S.D.N.Y. Jan. 21, 2015) [ECF No. 56] (approving the issuance

of security deposits equal to two weeks of average utility consumption to each utility provider as adequate assurance of payment for postpetition utility services); *In re dELIA*s, Inc.*, Case No. 14-23678 (Bankr. S.D.N.Y. Dec. 24, 2014) [ECF No. 105] (approving as adequate assurance separate deposits made into an interest-bearing, segregated account equal to the projected charge for approximately 14 days of utility service).

28. 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.”).

29. 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

30. 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

31. Notice of this Motion has been provided to (i) the United States Trustee for Region 2; (ii) the Debtors' thirty (30) largest unsecured creditors on a consolidated basis; (iii) the United States Attorney's Office for the Southern District of New York; (iv) each of the Utility Providers identified on **Exhibit B**; (v) counsel to the Prepetition Agent, Julia Frost-Davies (julia.frost-davies@morganlewis.com) and David Riley (david.riley@morganlewis.com); and (vi) any party that has requested notice pursuant to Bankruptcy Rule 2002 (collectively, the "Notice Parties"). The Debtors respectfully submit that no further notice is required.

No Prior Request

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

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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: September 10, 2020
New York, New York

Respectfully submitted,

/s/ Lucy F. Kweskin

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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

**CENTURY 21 DEPARTMENT STORES LLC,
et al.,**

Debtors.¹

Chapter 11

Case No. 20-12097 (SCC)

(Joint Administration Requested)

**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**")² of Century 21 Department Stores LLC 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 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, 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

¹ The Debtors in these chapter 11 cases (the "**Chapter 11 Cases**"), along with the last four digits of each Debtor's federal tax identification number, as applicable, are Century 21 Department Stores LLC (4073), L.I. 2000, Inc. (9619), C21 Department Stores Holdings LLC (8952), Giftco 21 LLC (0347), Century 21 Fulton LLC (4536), C21 Philadelphia LLC (2106), Century 21 Department Stores of New Jersey, L.L.C. (1705), Century 21 Gardens Of Jersey, LLC (9882), C21 Sawgrass Blue, LLC (8286), C21 GA Blue LLC (5776), and Century Paramus Realty LLC (5033). The Debtors' principal place of business is: 22 Cortlandt Street, 5th Floor, New York, NY 10007.

² Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in 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 Veit 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 an amount set forth in **Exhibit B** to the Motion (as may be amended or modified in accordance with the procedures described herein and in the Adequate Assurance Procedures, attached as **Exhibit 1** to this Order, 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 counsel to the Prepetition Agent, 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 cash flow from operations, monetization, 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**").

9. The Adequate Assurance Procedures, as set forth on **Exhibit 1** attached hereto, are hereby approved in their entirety.

10. 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.

11. Notwithstanding entry of this Order approving the Adequate Assurance Procedures, if there is a material 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.

12. 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.

13. 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, upon consultation with the Prepetition Agent, deposit two weeks’ worth of estimated utility costs in the Adequate Assurance Account for the benefit of such Utility Provider, 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.

14. 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.

15. In accordance with this Order (or any other order of this Court), each of the financial institutions at which the Debtors maintain their accounts relating to the payment of any obligations described in the Motion are authorized and directed to (i) receive, process, honor, and pay all checks presented for payment and to honor all fund transfer requests made by the Debtors related thereto, to the extent that sufficient funds are on deposit in those accounts and (ii) accept and rely on all representations made by the Debtors with respect to which checks, drafts, wires, or automated clearing house transfers should be honored or dishonored in accordance with this or any other order of this Court, whether such checks, drafts, wires, or transfers are dated prior to, on, or subsequent to the Petition Date, without any duty to inquire otherwise, and without liability for the following the Debtors' instructions.

16. Notwithstanding anything to the contrary in this Order, any payment made or action taken by any of the Debtors pursuant to the authority granted in this Order must be in compliance with, and shall be subject to: (i) any interim or final order approving the Debtors' use of cash collateral and/or any postpetition financing facility (in either case, the "**Cash Collateral Order**"); (ii) the documentation in respect of any such use of cash collateral and/or postpetition financing; and (iii) the budget governing any such use of cash collateral and/or postpetition financing. To the extent there is any inconsistency between the terms of the Cash Collateral Order and this Order, the terms of the Cash Collateral Order shall control.

17. 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.

18. 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.

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

20. 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
New York, New York

HONORABLE SHELLEY C. CHAPMAN
UNITED STATES BANKRUPTCY JUDGE

Exhibit 1

Adequate Assurance Procedures

Lucy F. Kweskin
Matthew A. Skrzynski
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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

**CENTURY 21 DEPARTMENT STORES LLC,
et al.,**

Debtors.¹

Chapter 11

Case No. 20-12097 (SCC)

(Joint Administration Requested)

ADEQUATE ASSURANCE PROCEDURES

On September 10, 2020 (the “**Petition Date**”), Century 21 Department Stores LLC 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 Petition Date, the Debtors filed their *Motion of Debtors Requesting Entry of an 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

¹ The Debtors in these chapter 11 cases (the “**Chapter 11 Cases**”), along with the last four digits of each Debtor’s federal tax identification number, as applicable, are Century 21 Department Stores LLC (4073), L.I. 2000, Inc. (9619), C21 Department Stores Holdings LLC (8952), Giftco 21 LLC (0347), Century 21 Fulton LLC (4536), C21 Philadelphia LLC (2106), Century 21 Department Stores of New Jersey, L.L.C. (1705), Century 21 Gardens Of Jersey, LLC (9882), C21 Sawgrass Blue, LLC (8286), C21 GA Blue LLC (5776), and Century Paramus Realty LLC (5033). The Debtors’ principal place of business is: 22 Cortlandt Street, 5th Floor, New York, NY 10007.

No. [____]) (the “**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 \$315,726.32 (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 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’ estimate of average usage for the months of April through July 2020²; 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 (i) the Debtors’ termination of services from such provider and (ii) the conclusion of these Chapter 11 Cases, if not applied earlier.³
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 at the following addresses: (i) the Debtors at 22 Cortlandt St., 5th Floor, New York, NY 10007 (Attn: Norman Veit), (ii) the proposed attorneys for the Debtors, Proskauer Rose LLP, 70 West Madison, Ste. 3800 Chicago, IL 60602-4342 (Attn: Jeff J. Marwil, Esq., jmarwil@proskauer.com); 2029 Century Park East, Ste. 2400, Los Angeles, CA 90067 (Attn: Peter J. Young, Esq., pyoung@proskauer.com); and Eleven Times Square, New York, New York 10036 (Attn: Lucy F. Kweskin, Esq., LKweskin@proskauer.com); and (iii) counsel to the Prepetition Agent, Morgan, Lewis & Bockius LLP, One Federal St. Boston, MA 02110-1726 (Attn: Julia Frost-Davies, Esq., (julia.frost-davies@morganlewis.com) and David Riley, Esq.

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

³ 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.

(david.riley@morganlewis.com)) (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 (i) be made in writing, (ii) set forth the location for which utility services are provided, (iii) include a summary of the Debtors’ payment history relevant to the affected account(s), including any security deposits, and (iv) 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: (i) deemed to have received adequate assurance of payment satisfactory to such Utility Provider in compliance with section 366 of the Bankruptcy Code; and (ii) 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 (i) twenty (20) days from the receipt of such Additional Assurance Request or (ii) 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, and upon consultation with the Prepetition Agent, 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, upon notice to the Prepetition Agent, deposit two weeks’ worth of estimated utility costs in the Adequate Assurance Account for the benefit of such Utility Provider. 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	Account Number	Type of Service	Adequate Assurance Deposit
AMERICAN WATER # 853139	4431 N DIXIE HIGHWAY, BOCA RATON, FL, 33431	853139	Water	\$20.00
AMERICAN WATER & ENERGY SAVERS	4431 N DIXIE HIGHWAY, BOCA RATON, FL, 33431	853138	Water	\$15.33
AMERICAN WATER & ENERGY SAVERS	4431 N DIXIE HIGHWAY, BOCA RATON, FL, 33431	853130	Water	\$6.50
AMERICAN WATER & ENERGY SAVERS	4431 N DIXIE HIGHWAY, BOCA RATON, FL, 33431	853130	Water	\$28.61
AT&T MOBILITY CINGUL	ATTN: EXPRESS MAIL REMITTANCE, P.O. BOX 78405, PHOENIX, AZ, 85062-405	BES02398626	Telcom	\$464.25
CABLEVISION	P.O. BOX 371378 , PITTSBURGH, PA, 15250-7378	07876-610252-01-5; 07802-118218-01-9; 07858-536729-01-3; 07876-595596-01-7; 07876-610251-01-7	Telcom	\$317.87
CABLEVISION LIGHTPATH, INC.	PO BOX 360111, PITTSBURGH, PA 15251-6111	50346	Telcom	\$8,498.56
CARDINAL COMMERCE - EXP	8100 TYLER BOULEVARD , MENTOR, OH, 44060	N/A	Other/TBD	\$696.40
CENTURYLINK COMMUNICATION, LLC	P.O. BOX 4786 MONROE, LA 71211-4786	623069	Telcom	\$35.65
CINTAS FIRE PROTECTION LO	P.O. BOX 636525, CINCINNATI, OH 45263-6525	18567	Other/TBD	\$563.42
CITY OF SUNRISE	P.O. BOX 31432, , TAMPA, FL, 33631	495639-97710	Water / Gas	\$260.68
COGENT COMMUNICATIONS, INC.	P.O. BOX 791087 BALTIMORE, MD 21279-1087	CENTURY200007	Telcom	\$112.50
COMCAST #8495600447572001	P.O. BOX 71211, CHARLOTTE, NC 28272-1211	8495600447572001	Telcom	\$11.60
COMCAST #8499100023804775	P.O. BOX 70219 , PHILADELPHIA, PA, 19176-0219	8499100023804775	Telcom	\$19.75
CON EDISON	COOPER STATION, P.O. BOX 138, NY, NY 10276-0138	25-5901-5200-5000-7	Gas/Electric	\$6,774.86

Utility Provider	Address	Account Number	Type of Service	Adequate Assurance Deposit
CON EDISON	COOPER STATION, P.O. BOX 138, NY, NY 10276-0138	51-1024-2508- 0000-2	Gas/Electric	\$4,453.63
CON EDISON	COOPER STATION, P.O. BOX 138, NY, NY 10276-0138	61-1402-1468- 0101-3	Gas/Electric	\$9,607.35
CON EDISON 43- 1001-0250-0008-1	COOPER STATION, P.O. BOX 138, NY, NY 10276-0138	43-1001-0250- 0008-1	Gas/Electric	\$4,324.40
CON EDISON 43- 1001-0260-0001-5	COOPER STATION, P.O. BOX 138, NY, NY 10276-0138	43-1001-0260- 0001-5	Gas/Electric	\$280.13
CON EDISON 43- 1001-0301-0000-9	COOPER STATION, P.O. BOX 138, NY, NY 10276-0138	43-1001-0301- 0000-9	Gas/Electric	\$50.31
CON EDISON 43- 1001-0315-0003-3	COOPER STATION, P.O. BOX 138, NY, NY 10276-0138	43-1001-0315- 0003-3	Gas/Electric	\$138.73
CON EDISON 43- 1001-0320-0007-4	COOPER STATION, P.O. BOX 138, NY, NY 10276-0138	43-1001-0320- 0007-4	Gas/Electric	\$332.48
CON EDISON 43- 1001-0323-0000-3	COOPER STATION, P.O. BOX 138, NY, NY 10276-0138	43-1001-0323- 0000-3	Gas/Electric	\$504.92
CON EDISON 43- 1001-0325-1607-9	COOPER STATION, P.O. BOX 138, NY, NY 10276-0138	43-1001-0325- 1607-9	Gas/Electric	\$146.75
CON EDISON 43- 2201-0315-0000-4	COOPER STATION, P.O. BOX 138, NY, NY 10276-0138	43-2201-0315- 0000-4	Gas/Electric	\$791.98
CON EDISON 43- 2201-0316-0000-2	COOPER STATION, P.O. BOX 138, NY, NY 10276-0138	43-2201-0316- 0000-2	Gas/Electric	\$20.19
CON EDISON 49- 4013-7173-0002-0	COOPER STATION, P.O. BOX 138, NY, NY 10276-0138	49-4013-7173- 0002-0	Gas/Electric	\$7,747.19
CON EDISON 49- 4173-7066-0001-0	COOPER STATION, P.O. BOX 138, NY, NY 10276-0138	49-4173-7066- 0001-0	Gas/Electric	\$7,626.18
CON EDISON 68- 8108-0155-0000-2	COOPER STATION, P.O. BOX 138, NY, NY 10276-0138	68-8108-0155- 0000-2	Gas/Electric	\$156.74
CON EDISON 68- 8108-0165-0100-9	COOPER STATION, P.O. BOX 138, NY, NY 10276-0138	68-8108-0165- 0100-9	Gas/Electric	\$389.01
CON EDISON 68- 8108-0470-0000-5	COOPER STATION, P.O. BOX 138, NY, NY 10276-0138	68-8108-0470- 0000-5	Gas/Electric	\$2,191.83
CON EDISON 68- 8108-0475-0000-4	COOPER STATION, P.O. BOX 138, NY, NY 10276-0138	68-8108-0475- 0000-4	Gas/Electric	\$7,851.24

Utility Provider	Address	Account Number	Type of Service	Adequate Assurance Deposit
CON EDISON 69-6041-8800-0000-8	COOPER STATION, P.O. BOX 138, NY, NY 10276-0138	69-6041-8800-0000-8	Gas/Electric	\$3,009.34
CON EDISON 69-6041-8802-0000-4	COOPER STATION, P.O. BOX 138, NY, NY 10276-0138	69-6041-8802-0000-4	Gas/Electric	\$292.38
CON EDISON 69-6041-8802-0100-2	COOPER STATION, P.O. BOX 138, NY, NY 10276-0138	69-6041-8802-0100-2	Gas/Electric	\$507.12
CON EDISON 69-6041-8804-0000-0	COOPER STATION, P.O. BOX 138, NY, NY 10276-0138	69-6041-8804-0000-0	Gas/Electric	\$2,162.30
CON EDISON 69-6041-8806-0000-5	COOPER STATION, P.O. BOX 138, NY, NY 10276-0138	69-6041-8806-0000-5	Gas/Electric	\$237.67
CON EDISON 69-6041-8809-0000-9	COOPER STATION, P.O. BOX 138, NY, NY 10276-0138	69-6041-8809-0000-9	Gas/Electric	\$303.04
CON EDISON 69-9028-9120-0000-4	COOPER STATION, P.O. BOX 138, NY, NY 10276-0138	69-9028-9120-0000-4	Gas/Electric	\$6.18
CON EDISON 84-9630000000-504	COOPER STATION, P.O. BOX 138, NY, NY 10276-0138	84-9630000000-504	Gas/Electric	\$6,094.74
CONSTELLATION	P.O. BOX 4640, CAROL STREAM, IL, 60197-4640	5370586-16	Gas/Electric	\$26.22
CONSTELLATION	P.O. BOX 4640, CAROL STREAM, IL, 60197-4640	5370586-13	Gas/Electric	\$361.29
CONSTELLATION	P.O. BOX 4640, CAROL STREAM, IL, 60197-4640	5370586-12	Gas/Electric	\$173.41
CONSTELLATION	P.O. BOX 4640, CAROL STREAM, IL, 60197-4640	5370586-10	Gas/Electric	\$69.72
CONSTELLATION	P.O. BOX 4640, CAROL STREAM, IL, 60197-4640	5370586-14	Gas/Electric	\$951.59
CONSTELLATION	P.O. BOX 4640, CAROL STREAM, IL, 60197-4640	5370586-5	Gas/Electric	\$1,814.09
CONSTELLATION	P.O. BOX 4640, CAROL STREAM, IL, 60197-4640	5370586-7	Gas/Electric	\$141.83
CONSTELLATION	P.O. BOX 4640, CAROL STREAM, IL, 60197-4640	5370586-9	Gas/Electric	\$316.09
CONSTELLATION NEW ENERGY INC.	P.O. BOX 4640, CAROL STREAM, IL, 60197-4640	5370586-6	Gas/Electric	\$1,118.33

Utility Provider	Address	Account Number	Type of Service	Adequate Assurance Deposit
CONSTELLATION NEW ENERGY INC.	P.O. BOX 4640, CAROL STREAM, IL, 60197-4640	5370586-8	Gas/Electric	\$53.89
CONSTELLATION NEW ENERGY INC.	P.O. BOX 4640, CAROL STREAM, IL, 60197-4640	5370586-4	Gas/Electric	\$8,946.59
CONSTELLATION NEW ENERGY INC.	P.O. BOX 4640, CAROL STREAM, IL, 60197-4640	5370586-18	Gas/Electric	\$20.00
CONSTELLATION NEW ENERGY INC.	P.O. BOX 4640, CAROL STREAM, IL, 60197-4640	5370586-17	Gas/Electric	\$8,619.52
CONSTELLATION NEW ENERGY INC.	P.O. BOX 4640, CAROL STREAM, IL, 60197-4640	5370586-11	Gas/Electric	\$9,649.40
CROSS RIVER FIBER, LLC	ZENFI NETWORKS LLC, 461 HEADQUARTERS PLAZANORTH TOWER, 2ND FLOOR, MORRISTOWN, NJ 07960	15CEN0301	Telcom	\$3,290.63
CROWN CASTLE FIBER LLC	P.O. BOX 21772, NY, NY 10087-1772	CUST#B18888, LEGACY#147375 1	Telcom	\$1,839.28
CUNNINGHAM COMMS -	1675-G MICHIGAN ST. NE, GRAND RAPIDS, MI 49503	0602	Telcom	\$448.97
CYXTERA COMMUNICATIONS LLC	13322 COLLECTION CENTER DR., CHICAGO, IL 60693-0133	631241	Telcom	\$2,167.95
DIRECT ENERGY #1602343	P.O. BOX 70220 , PHILADELPHIA, PA, 19176-0220	1602343	Gas/Electric	\$7,743.12
DIRECT ENERGY #1607416	P.O. BOX 70220 , PHILADELPHIA, PA, 19176-0220	1607416	Gas/Electric	\$45.27
DIRECT ENERGY 1624059	P.O. BOX 70220 , PHILADELPHIA, PA, 19176-0220	1624059	Gas/Electric	\$2,298.36
DIRECT ENERGY BUSINESS	P.O. BOX 70220 , PHILADELPHIA, PA, 19176-0220	1106471	Gas/Electric	\$9,708.76
DIRECT ENERGY BUSINESS	P.O. BOX 70220 , PHILADELPHIA, PA, 19176-0220	1607424	Gas/Electric	\$10,950.25
DIRECT ENERGY BUSINESS	P.O. BOX 70220 , PHILADELPHIA, PA, 19176-0220	1474742	Gas/Electric	\$20.00

Utility Provider	Address	Account Number	Type of Service	Adequate Assurance Deposit
DIRECTV - EXP	P.O. BOX 5006 , CAROL STREAM, IL, 60197	041296949; 056406471; 015569279; 053152879	Telcom	\$433.51
EDGE COMMUNICATIO NS SOLUTIONS	P.O. BOX 610311, DALLAS, TX 75261- 0311	EN10119	Telcom	\$879.50
ENERGY MANAGEMENT SYSTEMS	P.O. BOX 646, EXTON, PA 19341- 0604	EMS 5082-000001	Other/TBD	\$21,341.45
FPL	GENERAL MAIL FACILITY , MIAMI, FL, 33188-0001	33806- 77124	Gas/Electric	\$6,598.99
GRANITE TELECOMMUNIC ATIONS	100 NEWPORT AVE. EXT., QUINCY, MA 02171	3593063	Telcom	\$4,622.87
JCP&L	P.O. BOX 3687 , AKRON, OH, 44309- 3687	100 048 343 287	Electric	\$3,087.68
NATIONAL GRID	P.O. BOX 11741, NEWARK, NJ, 07101	20423-11971	Gas/Electric	\$21.67
NATIONAL GRID	P.O. BOX 11741, NEWARK, NJ, 07101	20423-20050	Gas/Electric	\$47.90
NATIONAL GRID	P.O. BOX 11741, NEWARK, NJ, 07101	20423-19840	Gas/Electric	\$333.64
NATIONAL GRID	P.O. BOX 11741, NEWARK, NJ, 07101	08620-10021	Gas/Electric	\$294.36
NATIONAL GRID	P.O. BOX 11741, NEWARK, NJ, 07101	31358-04020	Gas/Electric	\$34.97
NATIONAL GRID	P.O. BOX 11741, NEWARK, NJ, 07101	81714-97026	Gas/Electric	\$209.41
NATIONAL GRID KEYSPA	P.O. BOX 11741, NEWARK, NJ, 07101	20423-12010	Gas/Electric	\$22.60
NATIONAL GRID -EXP	P.O. BOX 11741, NEWARK, NJ, 07101	20423-11820	Gas/Electric	\$1,220.11
NATIONAL GRID -EX	P.O. BOX 11741, NEWARK, NJ, 07101	89895-67006	Gas/Electric	\$396.76
NEW YORK AMERICAN WATER		1038- 220012992524	Water	\$30.82
NYC WATER BOARD -EXP	P.O. BOX 11863 , NEWARK, NJ, 7101	70000-99546-001; 50004-06717-001; 10004-06716-001; 50009-58471-001; 70004-06713-001; 20000-99554-001	Water	\$3,183.29
PCM TECHNOLOGIES	ATTN: EXPRESS MAIL REMITTANCE, 1020 LAWRENCE AVENUE WEST, TORONTO, ON, M6A 1C8	0051068	Telcom	\$179.10

Utility Provider	Address	Account Number	Type of Service	Adequate Assurance Deposit
PORT AUTHORITY OF NY & NJ	P.O. BOX 827324, PHILADELPHIA, PA, 19182-7324	300000033	Other/TBD	\$29,187.93
PROTECTION ONE ALARM MONT -EXP (ADT)	PO BOX 219044 , KANSAS CITY, MO, 64121-9044	953436466	Other/TBD	\$177.47
PSE&G	P.O. BOX 14444 , NEW BRUNSWICK, NJ, 08906-4444	67 462 919 01	Gas/Electric	\$140.11
PSE&G 42 283 015 09	P.O. BOX 14444 , NEW BRUNSWICK, NJ, 08906-4444	42 283 015 09	Gas/Electric	\$2,653.98
PSE&G CO.	P.O. BOX 14444 , NEW BRUNSWICK, NJ, 08906-4444	67 509 278 07	Gas/Electric	\$495.52
PSE&G CO.	P.O. BOX 14444 , NEW BRUNSWICK, NJ, 08906-4444	42 363 501 06	Gas/Electric	\$25.57
PSE&G CO.	P.O. BOX 14444 , NEW BRUNSWICK, NJ, 08906-4444	42 008 846 07	Gas/Electric	\$4,545.47
PSE&G CO.	P.O. BOX 14444 , NEW BRUNSWICK, NJ, 08906-4444	69 770 667 09	Gas/Electric	\$896.26
PSE&G CO.	P.O. BOX 14444 , NEW BRUNSWICK, NJ, 08906-4444	65 483 704 06	Gas/Electric	\$740.16
PSE&G CO.	P.O. BOX 14444 , NEW BRUNSWICK, NJ, 08906-4444	72 334 159 00	Gas/Electric	\$5.92
PSE&G CO.	P.O. BOX 14444 , NEW BRUNSWICK, NJ, 08906-4444	42 000 729 04	Gas/Electric	\$4,597.92
PSE&G CO. -EXP	P.O. BOX 14444 , NEW BRUNSWICK, NJ, 08906-4444	42 236 003 03	Gas/Electric	\$1,578.10
PSE&GPSE&G 42 126 506 06	P.O. BOX 14444 , NEW BRUNSWICK, NJ, 08906-4444	42 126 506 06	Gas/Electric	\$651.24
PSEGLI	P.O. BOX 9039, HICKSVILLE, NY 11802-9039	1155964103	Gas/Electric	\$4,469.42
PSEGLI	P.O. BOX 9039, HICKSVILLE, NY 11802-9039	5340527301	Gas/Electric	\$21,750.19
PSEGLI	P.O. BOX 9039, HICKSVILLE, NY 11802-9039	5340527205	Gas/Electric	\$5,642.80
RAPID PUMPS & METER SVC C	P.O. BOX AY , PATERSON, NJ, 7509	101611	Other/TBD	\$194.59

Utility Provider	Address	Account Number	Type of Service	Adequate Assurance Deposit
REDSKY TECHNOLOGIES INC.	333 N. MICHIGAN AVE., CHICAGO, IL 60601	N/A	Telcom	\$25.00
SMCMUA	P.O. BOX 16036 , LEWISTON, ME, 04243-9515	7635100600	Water	\$116.72
SMCMUA	P.O. BOX 16036 , LEWISTON, ME, 04243-9515	7721000230	Water	\$115.46
SUEZ WATER NEW JERSEY	PAYMENT CENTER, P.O. BOX 371804, PITTSBURGH, PA, 15250-7804	10003188822222	Water	\$196.88
SUEZ WATER NEW JERSEY	PAYMENT CENTER, P.O. BOX 371804, PITTSBURGH, PA, 15250-7804	10009419151974	Water	\$695.29
SUEZ WATER NEW JERSEY	PAYMENT CENTER, P.O. BOX 371804, PITTSBURGH, PA, 15250-7804	10008127512222	Water	\$3,139.08
SUEZ WATER NEW JERSEY -EX	PAYMENT CENTER, P.O. BOX 371804, PITTSBURGH, PA, 15250-7804	10006688822222	Water	\$989.21
TELCO EXPERTS LLC	P.O. BOX 945, OAKLAND, NJ 07436-0945	3157	Telcom	\$798.58
TIME WARNER CABLE INTL -EX	P.O. BOX 223085 , PITTSBURGH, PA, 15251	031103201	Telcom	\$252.08
TIME WARNER CABLE OF NYC	D/B/A SPECTRUM BUSINESS P.O. BOX 742663, CINCINNATI, OH, 45274-2663	8150 23 001 0107062	Telcom	\$170.47
VERIZON	P.O. BOX 15124, , ALBANY, NY, 12212	255-605-442-0001-11	Telcom	\$54.39
VERIZON	P.O. BOX 15124, , ALBANY, NY, 12212	354-670-663-0001-33	Telcom	\$46.60
VERIZON V#	P.O. BOX 15124, , ALBANY, NY, 12212	752-359-243-0001-71	Telcom	\$68.33
VERIZON 656 004 581 0001 21	P.O. BOX 4833, TRENTON, NJ 08650-4833	656 004 581 0001 21	Telcom	\$8.14
VERIZON WIRELESS	P.O. BOX 408 , NEWARK, NJ, 07101-0408	582352082-00001	Telcom	\$3,819.24

Utility Provider	Address	Account Number	Type of Service	Adequate Assurance Deposit
WINDSTREAM HOLDINGS INC.	PO BOX 9001013, , LOUISVILLE, KY, 40290-1013	208217115	Telcom	\$32,237.62
XO COMMUNICATIONS	Account of XO COMMUNICATIONS PO BOX 15043, ALBANY, NY, 12212-5043	004000000319569	Telcom	\$4,475.68
Total Adequate Assurance Deposit				\$315,726.32