

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

In re:

SECURE HOME HOLDINGS LLC, *et al.*,

Debtors.<sup>1</sup>

Chapter 11

Case No. 21-10745 (xxx)

*(Joint Administration Pending)*

**DEBTORS' MOTION FOR ENTRY OF INTERIM AND FINAL ORDERS  
(I) APPROVING DEBTORS' PROPOSED FORM OF ADEQUATE ASSURANCE OF  
PAYMENT; (II) ESTABLISHING PROCEDURES FOR RESOLVING OBJECTIONS  
BY UTILITY COMPANIES; AND (III) PROHIBITING UTILITY COMPANIES FROM  
ALTERING, REFUSING, OR DISCONTINUING SERVICE**

Secure Home Holdings LLC and certain of its affiliates, the debtors and debtors in possession in the above-captioned cases (collectively, the “**Debtors**,” or the “**Company**”), hereby move (this “**Motion**”) this Court for entry of interim and final orders, substantially in the forms attached hereto as **Exhibit A** and **Exhibit B** (the “**Interim Order**” and the “**Final Order**,” respectively), granting the relief described below. In support of this Motion, the Debtors rely upon the *Declaration of Amy V. Kothari in Support of Chapter 11 Petitions and First Day Papers* (the “**First Day Declaration**”),<sup>2</sup> and respectfully represent as follows:

**RELIEF REQUESTED**

1. By this Motion, the Debtors respectfully request entry of the Interim Order and the Final Order (a) approving the Debtors' proposed form of adequate assurance of postpetition payment to their “utilities” (the “**Utility Companies**”), as that term is used in section 366 of the

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<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of their respective tax identification numbers, are as follows: Secure Home Holdings LLC (1583); ACA Security Systems GP, LLC (5674); ACA Security Systems LP (3613); Hawk Creation, LLC (3525); and My Alarm Center, LLC (0273). The address of the Debtors' corporate headquarters is 3803 West Chester Pike, Suite 100, Newtown Square, Pennsylvania 19073.

<sup>2</sup> Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the First Day Declaration.

Bankruptcy Code (*as defined below*); (b) approving procedures for resolving any objections by the Utility Companies relating to the Proposed Adequate Assurance (*as defined below*) in substantially the form proposed in the Interim Order (the “**Adequate Assurance Procedures**”); (c) prohibiting the Utility Companies from altering, refusing, or discontinuing service to, or discriminating against, the Debtors solely on the basis of the commencement of these Chapter 11 Cases (*as defined below*), a debt that is owed by the Debtors for services rendered prior to the Petition Date (*as defined below*), or on account of any perceived inadequacy of the Debtors’ Proposed Adequate Assurance; and (d) authorizing, but not directing, the Debtors to continue to honor their Utility Obligations (*as defined below*) in the ordinary course of business. The Debtors further request that the Court (a) set a deadline for filing objections to the Motion and entry of the Final Order; (b) set a final hearing on the Motion (the “**Final Hearing**”); and (c) enter the Final Order on this Motion at or after such Final Hearing.

2. The Debtors also request that the Interim Order and the Final Order (a) authorize all applicable banks and other financial institutions (collectively, the “**Banks**”), when requested by the Debtors in their sole discretion, to receive, process, honor, and pay any and all checks, drafts, and other forms of payment, including fund transfers on account of the Utility Obligations (defined below), whether such checks or other requests were submitted before, on, or after the Petition Date; (b) authorize the Banks to rely on the representations of the Debtors as to which checks and fund transfers are subject to this Motion, provided that no such Bank shall have any liability to any party for relying on such direction and representations by the Debtors; (c) provide that the Banks shall, at the direction of the Debtors, receive, process, honor, and pay all prepetition and postpetition checks and fund transfers on account of the Utility Obligations that had not been honored and paid as of the Petition Date, provided that sufficient funds are on deposit in the

applicable accounts to cover such payments and that no such Bank shall have any liability to any party for relying on such direction by the Debtors; and (d) authorize the Debtors to issue new postpetition checks or effect new postpetition fund transfers to replace any checks, drafts, and other forms of payment which may be inadvertently dishonored or rejected.

### **JURISDICTION AND VENUE**

3. This Court has jurisdiction to consider the Motion pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012. This is a core proceeding under 28 U.S.C. § 157(b). Venue of these cases and this Motion in this district is proper under 28 U.S.C. §§ 1408 and 1409.

4. The legal predicates for the relief requested herein are sections 105(a) and 366 of title 11 of the United States Code (the “**Bankruptcy Code**”), Rules 6003 and 6004 of the Federal Rules of Bankruptcy Procedures (the “**Bankruptcy Rules**”), and Rule 9013-1(f) of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “**Local Rules**”).

5. Pursuant to Local Rule 9013-1(f), the Debtors consent to the entry of a final judgment or order with respect to this Motion if it is determined that this Court would lack Article III jurisdiction to enter such final order or judgment absent the consent of the parties.

### **BACKGROUND**

#### **I. THE CHAPTER 11 CASES.**

6. On the date hereof (the “**Petition Date**”), each Debtor commenced a case by filing a petition for relief under chapter 11 of the Bankruptcy Code (collectively, the “**Chapter 11 Cases**”). The Debtors have requested that the Chapter 11 Cases be jointly administered.

7. The Debtors continue to operate their businesses and manage their properties as debtors and debtors-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

8. To date, the Office of the United States Trustee for the District of Delaware (the “**U.S. Trustee**”) has not appointed a creditors’ committee in the Chapter 11 Cases, nor has any trustee or examiner been appointed therein.

9. The Debtors are a national provider of technologically advanced security solutions, including residential and commercial security systems, home automation systems, smoke and carbon monoxide detectors, and other security solutions in communities throughout the United States. The Debtors’ security solutions include, among others, home security equipment installation, monitoring and support services, “smart” home applications, alarm equipment and support services (smoke, fire, carbon monoxide, flood and intrusion), monitoring services, and premier home security, guard patrols and guard response services. The Debtors’ family of security solution brands include such well-known national and regional brands as My Alarm Center™, Alarm Monitoring Service of Atlanta, Hawk Security Services, ACS Security and LivSecure™.

10. Additional factual background regarding the Company’s business operations, corporate and capital structures, and restructuring efforts are described in greater detail in the First Day Declaration, filed contemporaneously with this Motion and incorporated herein by reference.

## **II. THE DEBTORS’ UTILITY SERVICES, PROPOSED ADEQUATE ASSURANCE, AND ADEQUATE ASSURANCE PROCEDURES.**

### **A. The Utility Services**

11. The Debtors obtain utility products and services from the Utility Companies (the “**Utility Services**” giving rise to the “**Utility Obligations**”). The Debtors have approximately 83 utility accounts as of the Petition Date. A list of the Debtors’ Utility Services and the respective Utility Companies providing such services is attached hereto as **Exhibit C** (the “**Utility Company**

**List**”). The relief requested herein pertains to all Utility Companies providing Utility Services to the Debtors and is not limited to those listed on the Utility Company List. On average, prior to the Petition Date, the Debtors spent approximately \$101,779.92 each month on account of the Utility Services.

**B. The Proposed Adequate Assurance**

12. The Debtors intend to pay timely all undisputed postpetition obligations owed to the Utility Companies. As additional assurance of payment, within twenty (20) days after the Petition Date, the Debtors propose to (a) establish a newly created, interest-bearing, segregated account (the “**Utility Deposit Account**”) and (b) for each Utility Company listed on the Utility Company List, place a deposit equal to approximately two weeks of Utility Services, based on the average monthly cost of the Utility Services determined by an annual average (each such deposit is referred to herein as a “**Utility Deposit**” and represents for each applicable Utility Company, the “**Proposed Adequate Assurance**”), into such Utility Deposit Account; *provided, however*, that the Debtors propose no Utility Deposit for any Utility Company that already holds a deposit or prepayment equal to or greater than two weeks of Utility Services. The Debtors estimate that the Utility Deposits will total approximately \$50,420.00 in aggregate.

**C. Adequate Assurance Procedures**

13. The Debtors submit that the Utility Deposits to be held in the Utility Deposit Account constitute adequate assurance to the Utility Companies. Accordingly, the Debtors request that, from and after entry of the Interim Order, any Utility Company that fails to serve upon the Adequate Assurance Notice Parties (*as defined in the Interim Order*) an Additional Assurance Request (*as defined in the Interim Order*) or file an Objection (*as defined below*) to this Motion, as described below, be deemed to have (a) received adequate assurance of payment as required by

section 366 of the Bankruptcy Code and be prohibited from altering, refusing, or discontinuing Utility Services, including as a result of unpaid charges for prepetition Utility Services, and (b) waived any right to seek additional adequate assurance during the course of the Chapter 11 Cases, except as provided in section 366(c)(3) of the Bankruptcy Code.

14. While the Debtors do not believe that any adequate assurance beyond that proposed is necessary, the Debtors submit that any Utility Company that is dissatisfied with the Proposed Adequate Assurance should be required to make an Additional Assurance Request pursuant to the Adequate Assurance Procedures.

**D. Objection Deadline and Final Hearing Date**

15. The Debtors propose that any Utility Company that objects to the Motion, including the Adequate Assurance Procedures, be required to file a written objection (an “**Objection**”) and serve such Objection on the Adequate Assurance Notice Parties so that it is actually received by 4:00 p.m. (*prevailing* Eastern time) on the day that is seven days prior to the Final Hearing.

16. The Debtors propose that they be authorized to, consistent with the Adequate Assurances procedures set forth in the Interim Order, (a) resolve any Additional Assurance Request, Objection, or motion to determine the adequacy of an assurance of payment with respect to a particular Utility Company by mutual agreement with the Utility Company and (b) may, in connection with any such agreement, in their sole discretion, modify the Utility Deposit contributed to the Utility Deposit Account for the benefit of such Utility Company and/or provide the Utility Company with an alternative form of adequate assurance of payment, without further order of this Court provided that the Debtors maintain a summary record of such agreements and their respective terms, and make available such summary record and the agreements themselves to any official committee appointed in the cases and the U.S. Trustee upon reasonable request.

**E. Subsequent Modifications of the Utility Company List and Procedures for Subsequently Identified Utility Companies**

17. Although the Debtors have made a diligent and good-faith effort to identify all of the Debtors' Utility Services on the Utility Company List, certain Utility Companies may have been inadvertently omitted. To the extent the Debtors identify additional Utility Companies, the Debtors seek authority, in their sole discretion, to amend or supplement the Utility Company List. The Debtors will file any such amendments and serve copies of the Motion, and the Interim Order or the Final Order (as applicable) on such newly identified Utility Companies (each a "**Subsequently Identified Utility Company**").

18. The Debtors request that any entered orders relating to the Motion be binding on all Utility Companies, regardless of when any particular Utility Company was added to the Utility Company List; *provided, however*, that if additional parties are added, the Debtors request authority to increase the amount of the Utility Deposit Account by an amount equal to the cost of two weeks of Utility Services provided by such Subsequently Identified Utility Company to the Debtors.

19. In addition, the Debtors propose that any Subsequently Identified Utility Company have the right to make an Additional Assurance Request on the Adequate Assurance Notice Parties within fourteen (14) days after it receives notice of the Motion (the "**Additional Assurance Request Deadline**"). Any such request must be actually received by the Adequate Assurance Notice Parties by the Additional Assurance Request Deadline. If no timely Additional Assurance Request is filed, the Debtors propose that the provisions of the Interim Order or Final Order, whichever is in effect, apply to the Subsequently Identified Utility Company. Should any Subsequently Identified Utility Company make an Additional Assurance Request, the Debtors request that such Subsequently Identified Utility Company be prohibited from discontinuing,

altering, or refusing service to the Debtors, including as a result of unpaid charges for prepetition services, pending resolution of such request.

**F. Procedures for an Untimely Additional Adequate Assurance Request**

20. In the event that any Utility Company files and/or serves an Additional Assurance Request after the applicable deadline, the Debtors request that such Additional Assurance Request be treated as a request under section 366(c)(3) of the Bankruptcy Code and shall be granted, if at all, only after the Utility Company making such request schedules such request for hearing, on notice, in accordance with the provisions of the Bankruptcy Code, including section 366(c)(3), the Bankruptcy Rules, and the Local Rules.

**G. Prohibition on Altering, Refusing, or Discontinuing Service**

21. Pending the entry of Interim and Final orders with respect to the Motion and pending resolution of any Additional Assurance Request or Objection, the Debtors respectfully request that the Utility Companies, including the Subsequently Identified Utility Companies, be prohibited from (a) discriminating against the Debtors; (b) altering, refusing, or discontinuing service to the Debtors; or (c) requiring payment of a deposit or receipt or any other security for continued service other than the Utility Deposit, as a result of the Debtors' bankruptcy filings or any outstanding prepetition invoices.

**BASIS FOR RELIEF REQUESTED AND APPLICABLE AUTHORITY**

**I. THE PROPOSED ADEQUATE ASSURANCE PROVIDES UTILITY COMPANIES WITH ADEQUATE ASSURANCE OF PAYMENT.**

22. Section 366(a) of the Bankruptcy Code provides that a "utility may not alter, refuse, or discontinue service to, or discriminate against, the trustee or the debtor solely on the basis of the commencement of a case under this title" or for late payment for service provided before an order for relief. 11 U.S.C. § 366(a). Section 366(b) of the Bankruptcy Code goes on to provide,

however, that the utility company may “alter, refuse, or discontinue service if neither the trustee nor the debtor, within 20 days after the date of the order for relief, furnishes adequate assurance of payment, in the form of a deposit or other security, for service after such date.” *Id.* § 366(b). Section 366(c)(2) of the Bankruptcy Code further provides that in a case filed under chapter 11 of the Bankruptcy Code, a utility may alter or discontinue service if, “during the 30-day period beginning on the date of the filing of the petition, the utility does not receive from the debtor or the trustee adequate assurance of payment for utility service that is satisfactory to the utility.” *Id.* § 366(c)(2).

23. The interplay between sections 366(b) and 366(c)(2) of the Bankruptcy Code raises interpretive difficulties. Because section 366(c)(2) is “specifically applicable to chapter 11 cases,” and section 366(b) is not, the Debtors do not believe that the 20-day period prescribed in section 366(b) applies here. *See Collier on Bankruptcy*, ¶ 366.03. But to the extent it does apply, section 366(b) requires that the debtor furnish what it considers to be adequate assurance of payment within 20 days after the entry of the order for relief in the form of a deposit or other security for postpetition service. *See* 11 U.S.C. § 366(b). Section 366(c)(1)(A) of the Bankruptcy Code defines “assurance of payment” to include, among other things, “a cash deposit.” *Id.* § 366(c)(1)(A)(i). Here, the Debtors propose to place a deposit equal to two weeks of Utility Services into the Utility Deposit Account for the benefit of any Utility Company that requests a Utility Deposit. *See In re Great Atl. & Pac. Tea Co.*, No. 11-1338, 2011 WL 5546954, at \*2, 5, 10 (S.D.N.Y. Nov. 14, 2011) (affirming bankruptcy court’s finding that utility providers were adequately assured payment through a two-week cash deposit). Accordingly, the Proposed Adequate Assurance provides the Utility Companies with adequate assurance of payment consistent with the requirements of sections 366(b) and 366(c)(1)(A)(i) of the Bankruptcy Code, to the extent applicable.

24. Moreover, the proposed Adequate Assurance comports with the policy underlying section 366 of the Bankruptcy Code, which is to protect debtors from utility service cutoffs upon the filing of a bankruptcy case, while also providing utility companies with adequate assurance that the debtor will 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; *see also In re Jones*, 369 B.R. 745, 748 (B.A.P. 1st Cir. 2007) (“The purpose of § 366 is ‘to prevent the threat of termination from being used to collect pre-petition debts while not forcing the utility to provide services for which it may never be paid.’” (quoting *Begley v. Phila. Elec. Co.*, 760 F.2d 46, 49 (3d Cir. 1985))).

25. The Adequate Assurance Procedures provide the Utility Companies fair and ample opportunity to safeguard their interests, while also protecting the Debtors from potential abuse by a Utility Company. For example, absent the Adequate Assurance Procedures, on the 29<sup>th</sup> day following the Petition Date, a Utility Company could declare that the Debtors’ Proposed Adequate Assurance is not acceptable, demand an unreasonably large deposit, and threaten to terminate Utility Service the next day unless the Debtors comply with its demand. *Cf.* 11 U.S.C. § 366(c)(2). This would effectively leave the Debtors with two equally oppressive choices: succumb to a Utility Company’s last-minute demand for an unreasonably large deposit or face the cessation of essential services.

**II. THE DEBTORS’ PROPOSED ADEQUATE ASSURANCE PROCEDURES PROPERLY BALANCE THE INTERESTS OF THE UTILITY COMPANIES AND THOSE OF THE DEBTORS AND THEIR ESTATES.**

26. Similarly, the Debtors’ proposed Adequate Assurance Procedures provide the Utility Companies with a fair and orderly process for seeking modification of the Proposed Adequate Assurance while protecting the Debtors from being forced to address numerous additional assurance requests in a disorganized manner and at a time when the Debtors’ efforts could be more productively focused on the seamless continuation of their operations in chapter 11.

27. Here, notwithstanding the Debtors' belief that the Proposed Adequate Assurance constitute sufficient adequate assurance, any rights the Utility Companies believe they have under sections 366(b) and (c)(2) are wholly preserved under the Adequate Assurance Procedures. *See In re Circuit City Stores, Inc.*, No. 08-35653, 2009 WL 484553, at \*6 (Bankr. E.D. Va. Jan. 14, 2009) (adopting similar adequate assurance procedures and holding that “notwithstanding [a] determination on an interim basis that the adequate assurance proposed by the [d]ebtors constitute[d] sufficient adequate assurance under 366(b), [the] utility companies . . . [could still] exercise their rights under 366(c)(2) in accordance with the [p]rocedures established by the [c]ourt”). The Utility Companies still may choose, in accordance with the established Adequate Assurance Procedures, to request modification of the Proposed Adequate Assurance. *See id.* at \*6. On the other hand, the Adequate Assurance Procedures avoid a haphazard and chaotic process whereby each Utility Company could make an extortionate, last-minute demand for adequate assurance, which the Debtors would be pressured to pay under the threat of losing critical Utility Services. *See id.*

28. Because the Adequate Assurance Procedures are reasonable and accord with the text and purpose of section 366 of the Bankruptcy Code, the Court should grant the relief requested herein. Similar procedures have been approved in this district in other cases. *See, e.g., In re Advantage Holdco, Inc.*, No. 20-11259 (JTD) (Bankr. D. Del. June 30, 2020) (approving adequate assurance deposit in an amount equal to approximately two weeks' payment for utility service); *In re Hertz Corporation*, No. 20-11218 (MFW) (Bankr. D. Del. June 24, 2020) (same); *In re Rentpath Holdings, Inc.*, No. 20-10312 (BLS) (Bankr. D. Del. Mar. 10, 2020) (same); *In re Melinta Therapeutics, Inc.*, No. 19-12748 (LSS) (Bankr. D. Del. Jan. 30, 2020) (same); *Charming Charlie Holdings, Inc.*, No. 19-11534 (CSS) (Bankr. D. Del. July 12, 2019) (same); *In re Insys*

*Therapeutics, Inc.*, No. 19-11292 (KG) (Bankr. D. Del. July 3, 2019) (same); *In re Pernix Sleep, Inc.*, No. 19-10323 (CSS) (Bankr. D. Del. Mar. 22, 2019) (same).<sup>3</sup>

**III. THE PROPOSED PAYMENT PROCESSING PROCEDURES ARE APPROPRIATE.**

29. As set forth above, the Debtors request that all Banks be authorized and directed to honor and process payments on account of the Utility Obligations as directed by the Debtors. The Debtors have sufficient liquidity to pay the amounts delineated in this Motion in the ordinary course of business and have implemented controls to ensure that prepetition claims will not be paid except as authorized by this Court. The Debtors therefore submit that the payment processing procedures described in the Motion are appropriate.

**IMMEDIATE AND UNSTAYED RELIEF IS NECESSARY**

30. The Court may grant the relief requested in this Motion immediately if the “relief is necessary to avoid immediate and irreparable harm.” Fed. R. Bankr. P. 6003; *see also In re First NLC Fin. Servs., LLC*, 382 B.R. 547, 549 (Bankr. S.D. Fla. 2008) (holding that Rule 6003 permits entry of retention orders on an interim basis to avoid irreparable harm). In the context of preliminary injunctions, the Third Circuit has interpreted the language “immediate and irreparable harm” to refer to a continuing harm which cannot be adequately redressed by final relief on the merits and for which money damages are inadequate. *See, e.g., Norfolk S. Ry. Co. v. City of Pittsburgh*, 235 F. App’x 907, 910 (3d Cir. 2007) (*citing Glasco v. Hills*, 558 F.2d 179, 181 (3d Cir. 1977)). The harm also must be actual and imminent, not speculative or unsubstantiated. *See, e.g., Acierno v. New Castle Cty.*, 40 F.3d 645, 653-55 (3d Cir. 1994). The Debtors submit that, for the reasons already set forth herein, the relief requested in this Motion is necessary to avoid immediate and irreparable harm.

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<sup>3</sup> Because of the voluminous nature of the orders cited herein, they are not attached to this Motion, but are available upon request.

31. The Debtors also request that the Court waive the stay imposed by Bankruptcy Rule 6004(h), which provides that “[a]n order authorizing the use, sale, or lease of property other than cash collateral is stayed until the expiration of 14 days after entry of the order, unless the court orders otherwise.” Fed. R. Bankr. P. 6004(h). As described above, the relief that the Debtors seek in this Motion is necessary for the Debtors to operate without interruption and to preserve value for their estates. Accordingly, the Debtors respectfully request that the Court enter an order providing that notice of the relief requested herein satisfies Bankruptcy Rule 6004(a) and that the Debtors have established cause to exclude such relief from the 14-day stay period under Bankruptcy Rule 6004(h).

#### **RESERVATION OF RIGHTS**

32. Nothing in this Motion should be construed as (a) authority to assume or reject any executory contract or unexpired lease of real property, or as a request for the same; (b) an admission as to the validity, priority, or character of any claim or other asserted right or obligation, or a waiver or other limitation on the Debtors’ ability to contest the same on any ground permitted by bankruptcy or applicable non-bankruptcy law; (c) a promise to pay any claim or other obligation; (d) granting third party beneficiary status or bestowing any additional rights on any third-party; or (e) being otherwise enforceable by any third-party.

#### **NOTICE**

33. Notice of this Motion will be given to: (a) the Office of the United States Trustee for the District of Delaware; (b) the Internal Revenue Service; (c) the Securities and Exchange Commission; (d) the parties included on the Debtors’ consolidated list of their thirty (30) largest unsecured creditors; (e) the Office of the United States Attorney for the District of Delaware; (f) counsel to the First Lien Agents and the DIP Agents; (g) all Utility Companies on the Utility

Company List; and (h) the Banks (collectively, the “**Notice Parties**”). As this Motion is seeking “first day” relief, notice of this Motion and any order entered in connection with the Motion will be served on all parties as required by Local Rule 9013-1(m). Due to the urgency of the circumstances surrounding this Motion and the nature of the relief in it, the Debtors respectfully submit that no further notice of this Motion is required.

**NO PRIOR REQUEST**

34. No previous request for the relief sought herein has been made to this Court or any other court.

**CONCLUSION**

**WHEREFORE**, the Debtors respectfully request that this Court enter the Interim Order and the Final Order, each substantially in the form annexed hereto, granting the relief requested herein and such other and further relief as may be just and proper.

Dated: April 25, 2021  
Wilmington, Delaware

**CHIPMAN BROWN CICERO & COLE, LLP**

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*Proposed Counsel for the Debtors and  
Debtors-in-Possession*

# **EXHIBIT A**

*Proposed Interim Order*

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

In re:

SECURE HOME HOLDINGS LLC, *et al.*,

Debtors.<sup>1</sup>

Chapter 11

Case No. 21-10745 (xxx)

*(Joint Administration Pending)*

**Related Docket No.** \_\_\_\_\_

**INTERIM ORDER (I) APPROVING DEBTORS' PROPOSED FORM OF ADEQUATE ASSURANCE OF PAYMENT; (II) ESTABLISHING PROCEDURES FOR RESOLVING OBJECTIONS BY UTILITY COMPANIES; AND (III) PROHIBITING UTILITY COMPANIES FROM ALTERING, REFUSING, OR DISCONTINUING SERVICE**

Upon the motion (the “**Motion**”)<sup>2</sup> of the Debtors for an interim order (this “**Interim Order**”) and a Final Order approving the Debtors’ proposed form of adequate assurance of postpetition payment to the Utility Companies; (ii) establishing procedures for resolving any objection by the Utility Companies relating to the Proposed Adequate Assurance in substantially the form described herein; and (iii) prohibiting the Utility Companies from altering, refusing, or discontinuing service to, or discriminating against, the Debtors solely on the basis of the commencement of these cases, a debt that is owed by the Debtors for services rendered prior to the Petition Date, or on account of any perceived inadequacy of the Debtors’ Proposed Adequate Assurance, all as more fully described in the Motion; and upon consideration of the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the

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<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of their respective tax identification numbers, are as follows: Secure Home Holdings LLC (1583); ACA Security Systems GP, LLC (5674); ACA Security Systems LP (3613); Hawk Creation, LLC (3525); and My Alarm Center, LLC (0273). The address of the Debtors’ corporate headquarters is 3803 West Chester Pike, Suite 100, Newtown Square, Pennsylvania 19073.

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

District of Delaware, dated February 29, 2012; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2), and that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and due and sufficient notice of the Motion having been given under the particular circumstances; and it appearing that no other or further notice is necessary; and it appearing that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors, and other parties in interest; and after due deliberation thereon; and good and sufficient cause appearing therefor; it is hereby;

**ORDERED, ADJUDGED, AND DECREED THAT:**

1. The Motion is GRANTED on an *interim* basis as set forth herein.
2. Within twenty (20) days after the Petition Date, the Debtors will (a) establish a newly created, interest-bearing, segregated account (the “**Utility Deposit Account**”) and (b) for each Utility Company listed on the Utility Company List, place a deposit for such Utility Company equal to approximately two weeks of Utility Services (each such deposit, a “**Utility Deposit**”) into such Utility Deposit Account; *provided, however*, that no Utility Deposit shall be made for any Utility Company that already holds a deposit or prepayment equal to or greater than two weeks of Utility Services. In addition, if a Utility Company holds a deposit or prepayment that is less than two weeks of Utility Services, the Utility Deposit for that Utility Company shall be reduced by the amount of any prepetition deposit or prepayment.
3. Except as the amount may be reduced by application of the provisions of this Interim Order, the amount of \$50,420.00 shall be deposited in the Utility Deposit Account on account of the Utility Deposits within twenty (20) days after the Petition Date and shall be held

for the purpose of providing adequate assurance of payment to each Utility Company for its postpetition Utility Services to the Debtors.

4. Subject to entry of a Final Order, with respect to the right of the Utility Companies, no creditor of the Debtors shall have any interest in, or lien on, the Utility Deposit Account.

5. Any payment made by the Debtors pursuant to the authority granted herein shall be subject to any orders entered by the Court approving the Debtors' use of cash collateral and entry into the DIP Facility including any budget in connection therewith (collectively, the "**DIP Order**"). If there is any inconsistency between the DIP Order, the Motion, or this Order, the terms of the DIP Order shall control.

6. The following procedures (the "**Adequate Assurance Procedures**") for any Utility Company not satisfied with the Proposed Adequate Assurance to request additional adequate assurance (an "**Additional Assurance Request**") are approved on an interim basis:

- (a) Within forty-eight (48) hours after entry of the Interim Order, the Debtors will mail a copy of the Interim Order to the Utility Companies on the Utility Company List.
- (b) If a Utility Company is not satisfied with the Proposed Adequate Assurance and seeks additional adequate assurance of payment, it must serve a request for additional adequate assurance (an "**Additional Assurance Request**") upon (i) Secure Home Holdings LLC, 3803 West Chester Pike, Suite 100, Newtown Square, Pennsylvania 19073, *Attn:* Evan Flamm, Chief Financial Officer; (ii) (a) Skadden, Arps, Slate, Meagher & Flom LLP, 300 South Grand Avenue, Suite 3400, Los Angeles, California 90071-3144, *Attn:* Van C. Durrer, II, Esquire, and Destiny N. Almogue, Esquire; and (b) Chipman Brown Cicero & Cole, LLP, Hercules Plaza, 1313 North Market Street, Suite 5400, Wilmington, Delaware 19801, *Attn:* William E. Chipman, Jr., Esquire, Robert A. Weber, Esquire and Mark D. Olivere, Esquire; and (iii) counsel to any official committee appointed in the Chapter 11 Cases (collectively, the "**Adequate Assurance Notice Parties**").
- (c) Each Additional Assurance Request must (a) be made in writing; (b) set forth the amount and form of additional assurance of payment requested; (c) set forth the type of Utility Services, any account numbers, and the location for which Utility Services are provided; (d)

include whether the Utility Company holds any deposits or other security, and if so, in what amount; and (e) set forth why the Utility Company believes the Proposed Adequate Assurance is insufficient.

- (d) Upon the Debtors' receipt of an Additional Assurance Request, the Debtors will have the greater of (a) fourteen (14) days from the receipt of such Additional Assurance Request and (b) twenty (20) days from the entry of the Interim Order (the "**Resolution Period**") to negotiate with the requesting Utility Company and resolve its Additional Assurance Request. The Debtors and any Utility Company may, without notice to any party in interest or further order of the Court, extend the Resolution Period by such additional period as they shall mutually agree.
- (e) The Debtors may, without further order from this Court, resolve any Additional Assurance Request by mutual agreement with a Utility Provider and the Debtors may, in connection with any such agreement, provide a Utility Provider with additional adequate assurance of payment, including, but not limited to, cash deposits, payments of prepetition balances, prepayments, or other forms of security if the Debtors believe such additional assurance is reasonable.
- (f) Should the Debtors be unable to reach a mutual resolution with respect to an Additional Assurance Request within the Resolution Period, the Court will determine the adequacy of the Proposed Adequate Assurance with respect to that Utility Company at the next regularly scheduled omnibus hearing, or at such other time as ordered by the Court.
- (g) Any Utility Company that makes an Additional Assurance Request is prohibited from altering, refusing, or discontinuing service, including as a result of unpaid charges for prepetition services, pending resolution of such Additional Assurance Request by agreement or order of this Court.

7. The Debtors are authorized, in their sole discretion, to amend **Exhibit C** attached to the Motion to add or remove any Utility Company, and this Interim Order shall apply to any such Subsequently Identified Utility Company upon service of this Interim Order. The Debtors shall serve a copy of this Interim Order on any Subsequently Identified Utility Company, along with an amended **Exhibit C**, and such Subsequently Identified Utility Company shall be permitted to make an Additional Assurance Request according to the procedures set forth herein.

8. This Interim Order shall be binding on all Utility Companies, regardless of when such Utility Company was added to the Utility Company List; *provided, however*, that if additional parties are added, the Debtors may increase the aggregate amount in the Utility Deposit Account by an amount equal to the cost of two weeks of Utility Services provided by such Subsequently Identified Utility Company to the Debtors.

9. Pending entry of the Final Order and pending resolution of any Additional Assurance Request, or Objection, the Utility Companies, including the Subsequently Identified Utility Companies upon service of this Order, shall be prohibited from (a) discriminating against the Debtors; (b) altering, refusing, or discontinuing service to the Debtors; or (c) requiring payment of a deposit or receipt or any other security for continued service other than the Utility Deposit, as a result of the Debtors' bankruptcy filings or any outstanding prepetition invoices.

10. This Interim Order shall apply to all Utility Companies providing Utility Services to the Debtors and is not limited to those listed on the Utility Company List. Any such newly identified Utility Company may serve an Additional Adequate Assurance Request in compliance with the proposed Adequate Assurance Procedures on the Adequate Assurance Notice Parties.

11. For the avoidance of doubt, the terms of this Interim Order, including the Adequate Assurance Procedures, shall apply in accordance with its terms to each Utility Company upon service of this Interim Order, notwithstanding any customary business practices, policies, internal operating procedures, or state or local laws or regulations to the contrary. Any Utility Company that seeks clarification as to the application of this Interim Order, or believes its customary business practices, policies, internal operating procedures, or state or local laws or regulations forbid it from accepting the Proposed Adequate Assurance or entitle it to additional adequate assurance, shall make an Additional Assurance Request or file an Objection in accordance with this Interim Order.

12. Nothing herein constitutes a finding that any entity is or is not a Utility Company hereunder or under section 366 of the Bankruptcy Code, whether or not such entity is listed on **Exhibit C** to the Motion.

13. To the extent the Debtors have not yet sought to remit payment on account of the Utility Obligations, the Debtors are authorized, but not directed, to issue checks or provide for other means of payment of the Utility Obligations.

14. Any party receiving payment from the Debtors is authorized to rely upon the representations of the Debtors as to which payments are authorized by this Interim Order.

15. Nothing in the Motion or this Interim Order or the relief granted (including any actions taken or payments made by the Debtors pursuant thereto) shall be construed as (a) authority to assume or reject any executory contract or unexpired lease of real property, or as a request for the same; (b) an admission as to the validity, priority, or character of any claim or other asserted right or obligation, or a waiver or other limitation on the Debtors' or any other party in interest's ability to contest the same on any ground permitted by bankruptcy or applicable non-bankruptcy law; (c) a promise to pay any claim or other obligation; (d) granting third-party beneficiary status or bestowing any additional rights on any third-party; (e) being otherwise enforceable by any third-party; or (f) prejudicial to the Debtors' rights to contest any amounts owed to a Utility Company.

16. The Court finds and determines that the requirements of Bankruptcy Rule 6003 are satisfied, and that the relief requested is necessary to avoid immediate and irreparable harm.

17. Notice of the Motion satisfies the requirements set forth in Bankruptcy Rule 6004(a).

18. Notwithstanding Bankruptcy Rule 6004(h), this Interim Order shall be effective and enforceable immediately upon entry hereof.

19. All time periods set forth in this Interim Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

20. The Debtors are authorized and empowered to take all actions necessary to implement the relief granted in this Interim Order.

21. A final hearing (the “**Final Hearing**”) on the full relief requested in the Motion shall be held on \_\_\_\_\_, 2021 at \_\_:\_\_ a.m./p.m. (*prevailing Eastern Time*). Any objections or responses to the entry of a Final Order on the Motion (each, an “**Objection**”) shall be filed on or before **4:00 p.m. (prevailing Eastern Time)** on \_\_\_\_\_, 2021, and shall be served on the following parties: (a) the Debtors, 3803 West Chester Pike, Suite 100, Newtown Square, Pennsylvania 19073 (*Attn:* Amy Kothari and Evan Flamm) (*Email:* [avk@alarmcapital.com](mailto:avk@alarmcapital.com) and [evan.flamm@myalarmcenter.com](mailto:evan.flamm@myalarmcenter.com)); (b) *proposed* counsel for the Debtors, (i) *Skadden, Arps, Slate, Meagher & Flom LLP*, 300 South Grand Avenue, Suite 3400, Los Angeles, California 90071-3144 (*Attn:* Van C. Durrer, Esquire and Destiny N. Almogue, Esquire) (*Email:* [Van.Durrer@skadden.com](mailto:Van.Durrer@skadden.com) and [Destiny.Almogue@skadden.com](mailto:Destiny.Almogue@skadden.com)); and (ii) *Chipman Brown Cicero & Cole, LLP*, Hercules Plaza, 1313 North Market Street, Suite 5400, Wilmington, Delaware 19801 (*Attn:* William E. Chipman, Jr., Esquire, Robert A. Weber, Esquire and Mark D. Olivere, Esquire) (*Email:* [chipman@chipmanbrown.com](mailto:chipman@chipmanbrown.com); [weber@chipmanbrown.com](mailto:weber@chipmanbrown.com); and [olivere@chipmanbrown.com](mailto:olivere@chipmanbrown.com)); (c) the Office of the United States Trustee for the District of Delaware the Office of the United States Trustee for the District of Delaware (*Attn:* Timothy J. Fox, Jr., Esquire) (*Email:* [timothy.fox@usdoj.gov](mailto:timothy.fox@usdoj.gov)); and (d) counsel to the First Lien Agents and the DIP Agents, *Ropes & Gray LLP*, 1211 Avenue of the Americas, New York, New York 10036-8704 (*Attn:* Gregg M. Galardi, Esquire) (*Email:*

[Gregg.galardi@ropesgray.com](mailto:Gregg.galardi@ropesgray.com)). If no objections or responses are filed and served, this Court may enter a final order without further notice or hearing.

22. This Court shall retain exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, or enforcement of this Interim Order.

# **EXHIBIT B**

*Proposed Final Order*

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

In re:

SECURE HOME HOLDINGS LLC, *et al.*,

Debtors.<sup>1</sup>

Chapter 11

Case No. 21-10745 (xxx)

(Jointly Administered)

**Related Docket Nos.** \_\_\_\_\_

**FINAL ORDER (I) APPROVING DEBTORS' PROPOSED FORM OF ADEQUATE ASSURANCE OF PAYMENT; (II) ESTABLISHING PROCEDURES FOR RESOLVING OBJECTIONS BY UTILITY COMPANIES; AND (III) PROHIBITING UTILITY COMPANIES FROM ALTERING, REFUSING, OR DISCONTINUING SERVICE**

Upon the motion (the “**Motion**”)<sup>2</sup> of the Debtors for an Interim Order and a final order (this “**Final Order**”) approving the Debtors’ proposed form of adequate assurance of postpetition payment to the Utility Companies; (ii) establishing procedures for resolving any objection by the Utility Companies relating to the Proposed Adequate Assurance; and (iii) prohibiting the Utility Companies from altering, refusing, or discontinuing service to, or discriminating against, the Debtors solely on the basis of the commencement of these cases, a debt that is owed by the Debtors for services rendered prior to the Petition Date, or on account of any perceived inadequacy of the Debtors’ Proposed Adequate Assurance, all as more fully described in the Motion; and upon consideration of the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012; and this Court

<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of their respective tax identification numbers, are as follows: Secure Home Holdings LLC (1583); ACA Security Systems GP, LLC (5674); ACA Security Systems LP (3613); Hawk Creation, LLC (3525); and My Alarm Center, LLC (0273). The address of the Debtors’ corporate headquarters is 3803 West Chester Pike, Suite 100, Newtown Square, Pennsylvania 19073.

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

having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2), and that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and due and sufficient notice of the Motion having been given under the particular circumstances; and it appearing that no other or further notice is necessary; and it appearing that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors, and other parties in interest; and after due deliberation thereon; and good and sufficient cause appearing therefor; it is hereby;

**ORDERED, ADJUDGED, AND DECREED THAT:**

1. The Motion is GRANTED on a *final* basis as set forth herein.
2. The Proposed Adequate Assurance constitutes “adequate assurance of payment” for purposes of section 366 of the Bankruptcy Code.
3. Except as the amount may be reduced by application of the provisions of the Interim Order, Utility Deposits in the aggregate amount of \$50,420.00 deposited in the Utility Deposit Account shall be held for the purpose of providing adequate assurance of payment to each Utility Company for its postpetition Utility Services to the Debtors.
4. Except as provided in this Final Order, with respect to the right of the Utility Companies, no creditor of the Debtors shall have any interest in, or lien on, the Utility Deposit Account.
5. Any payment made by the Debtors pursuant to the authority granted herein shall be subject to any orders entered by the Court approving the Debtors’ use of cash collateral and entry into the DIP Facility including any budget in connection therewith (collectively, the “DIP

**Order**”). If there is any inconsistency between the DIP Order, the Motion, or this Order, the terms of the DIP Order shall control.

6. The Utility Companies identified on **Exhibit C** to the Motion (the “**Utility Company List**”), including Subsequently Identified Utility Companies, are prohibited from (a) discriminating against the Debtors; (b) altering, refusing, or discontinuing service to the Debtors; or (c) requiring payment of a deposit or receipt or any other security for continued service other than the Utility Deposit, as a result of the Debtors’ bankruptcy filings or any outstanding prepetition invoices.

7. If an amount relating to postpetition Utility Services provided by a Utility Company is unpaid beyond any applicable grace period, such Utility Company may request a disbursement from the Utility Deposit Account (a “**Disbursement Request**”), in no case to exceed the amount of the Utility Deposit contributed to the Utility Deposit Account for the benefit of such Utility Company, by giving notice to (i) Secure Home Holdings LLC, 3803 West Chester Pike, Suite 100, Newtown Square, Pennsylvania 19073, *Attn:* Evan Flamm, Chief Financial Officer; (ii) *proposed* counsel to Debtors, (i) Skadden, Arps, Slate, Meagher & Flom LLP, 300 South Grand Avenue, Suite 3400, Los Angeles, California 90071-3144, *Attn:* Van C. Durrer, II, Esquire and Destiny N. Almogue, Esquire; and (ii) Chipman Brown Cicero & Cole, LLP, Hercules Plaza, 1313 North Market Street, Suite 5400, Wilmington, Delaware 19801, *Attn:* William E. Chipman, Jr., Esquire, Robert A. Weber, Esquire and Mark D. Olivere, Esquire; and (iii) counsel to any official committee appointed in the Chapter 11 Cases. A Disbursement Request shall only be honored on the date that is five (5) business days after the date of the Disbursement Request.

8. Any Utility Company that failed to submit an Additional Assurance Request as set forth in the Interim Order or file an Objection shall be deemed to have adequate assurance of

payment that is satisfactory to it within the meaning of section 366 of the Bankruptcy Code and shall be forbidden from altering, refusing, or discontinuing service to the Debtors on account of any prepetition charges, subject to the Utility Company's right to seek a modification of adequate assurance under section 366(c)(3) of the Bankruptcy Code.

9. The Debtors are authorized, in their sole discretion, to amend the Utility Company List to add or delete any Utility Company, and this Final Order shall apply to any such Subsequently Identified Utility Company upon service of this Final Order. Such amendment shall be accomplished by filing with this Court a notice and serving the same on the affected Utility Company. Any Utility Company added to the Utility Company List subsequent to the date of the Motion shall have the right to make an Additional Assurance Request in compliance with the Adequate Assurance Procedures.

10. This Final Order shall be binding on all Utility Companies, regardless of when such Utility Company was added to the Utility Company List; *provided, however*, that if additional parties are added, the Debtors may increase the amount of the Utility Deposit by an amount equal to the cost of two weeks of Utility Services provided by such Subsequently Identified Utility Company to the Debtors.

11. For the avoidance of doubt, the terms of this Final Order, including the Adequate Assurance Procedures, shall apply in accordance with its terms to each Utility Company, notwithstanding any customary business practices, policies, internal operating procedures, or state or local laws or regulations to the contrary. Any Utility Company that believes its customary business practices, policies, internal operating procedures, or state or local laws or regulations forbid it from accepting the Proposed Adequate Assurance or entitle it to additional adequate

assurance shall make an Additional Assurance Request or File an Objection in accordance with this Final Order.

12. To the extent the Debtors have not yet sought to remit payment on account of the Utility Obligations, the Debtors are authorized, but not directed, to issue checks or provide for other means of payment of the Utility Obligations.

13. Any party receiving payment from the Debtors in connection with a Disbursement Request is authorized to rely upon the representations of the Debtors as to which payments are authorized by this Final Order.

14. Nothing herein constitutes a finding that any entity is or is not a Utility Company hereunder or under section 366 of the Bankruptcy Code, whether or not such entity is listed on the Utility Company List.

15. This Final Order is without prejudice to the Debtors' or any other party in interest's rights to contest any amounts owed to a Utility Company.

16. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Final Order in accordance with the Motion.

17. Neither the provisions contained herein, nor any actions or payments made by the Debtors pursuant to this Final Order, shall be deemed an admission as to the validity of the underlying obligation or a waiver of any rights the Debtors may have to subsequently dispute such obligation on any ground that applicable law permits.

18. Nothing in the Motion or this Final Order or the relief granted (including any actions taken or payments made by the Debtors pursuant thereto) shall be construed as (a) authority to assume or reject any executory contract or unexpired lease of real property, or as a request for the same; (b) an admission as to the validity, priority, or character of any claim or other asserted

right or obligation, or a waiver or other limitation on the Debtors' or any other party in interest's ability to contest the same on any ground permitted by bankruptcy or applicable non-bankruptcy law; (c) a promise to pay any claim or other obligation; (d) granting third-party beneficiary status or bestowing any additional rights on any third-party; (e) being otherwise enforceable by any third-party; or (f) prejudicial to the Debtors' rights to contest any amounts owed to a Utility Company.

19. Notice of the Motion satisfies the requirements set forth in Bankruptcy Rule 6004(a).

20. Notwithstanding Bankruptcy Rule 6004(h), this Final Order shall be effective and enforceable immediately upon entry hereof.

21. All time periods set forth in this Final Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

22. The Debtors are authorized and empowered to take all actions necessary to implement the relief granted in this Final Order.

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

# **EXHIBIT C**

## **Utility Company List**

Provider	Provider's Address	Service(s) Provided	Account Number(s)	Half of Average Monthly Expenditure	Current Deposit	Proposed Adequate Assurance
Ambit Energy	Ambit Energy PO BOX 660462 Dallas, TX 75266	Utilities	A5081647	\$369.98	\$0.00	\$369.98
AT&T	Whitacre Tower 208 S Akard St Dallas, TX 75201	Phone	210 403 2560 339 8 210 822 3475 777 4 287260553974 287263469726 287297113800 339 344 7010 590 0 404 688 4759 031 0358 478 621 5444 845 316 502 495 2080 151 048 512 231 1072 942 9 512 244 0400 214 3 770 554 4699 001 1882 770 554 8195 409 1885 831 000 9712 520 904 356 8347 157 056 287282402452	\$2,519.26	\$200.00	\$2,319.26
Atmos Energy	1800 Three Lincoln Centre 5430 LBJ Freeway Dallas, Texas 75240	Utilities	4025111019 4039890385	\$106.18	\$0.00	\$106.18
BCN Telecom, Inc.	1200 Mt. Kemble Ave. 3rd Floor Morristown, NJ 07960	Phone	BOC07297	\$83.24	\$0.00	\$83.24
Bullseye Telecom, Inc	25925 Telegraph Road, Suite 210 Southfield, MI 48033	Phone	004DE61	\$199.02	\$0.00	\$199.02
Century Link	100 CenturyLink Dr. Monroe, LA 71203	Phone	75311687 424447314 438229502 505 438 6156 505 988 1248 77461550 88735953 952 854 0051 311553740 520 624 0429 006B 719 227 9825 657	\$679.60	\$0.00	\$679.60
Charter Communications	400 Atlantic St Floor 10 Stamford, CT 06901	Utilities	8246 10 061 4104797	\$70.44	\$0.00	\$70.44
Cincinnati Bell	221 E 4th St Cincinnati, OH 45202	Phone	513 533 3336 215 513 533 3645 333	\$133.96	\$0.00	\$133.96
Comcast	1701 John F Kennedy Blvd Philadelphia, PA 19103	Phone	8777 70 317 5398497 8498 32 002 1206010 8220 11 110 5020483 8449 10 114 0073187	\$516.20	\$0.00	\$516.20
Cox	6205-B Peachtree Dunwoody Road NE Atlanta, GA 30328	Utilities	001 8501 206024202	\$90.64	\$0.00	\$90.64

Provider	Provider's Address	Service(s) Provided	Account Number(s)	Half of Average Monthly Expenditure	Current Deposit	Proposed Adequate Assurance
CPS Energy	500 McCullough Ave San Antonio, TX 78215	Utilities	300-4414-122	\$140.70	\$0.00	\$140.70
Freepoint Energy Solutions LLC	3050 Post Oak Boulevard Suite 1330 Houston, TX 77056	Utilities	39936-7922	\$325.25	\$0.00	\$325.25
Frontier	401 Merritt 7 Norwalk, CT 06851	Phone	203-743-3500-100919-5 203-775-2613-100919-5 213 018 1296 040314-5 310-234-1201-062918-5 972 867 9059 112720 5 972-355-8311-120119-5 972-355-8395-120119-5	\$415.00	\$0.00	\$415.00
Fusion	Fusion PO Box 105066 Atlanta, GA 30348	Phone	189052	\$272.58	\$0.00	\$272.58
Georgia Natural Gas	Georgia Natual Gas PO BOX 71245 Charlotte, NC 28272	Utilities	004383767-4392681	\$65.25	\$0.00	\$65.25
Georgia Power	241 Ralph McGill Blvd NE Atlanta, GA 30308	Utilities	93559-17082	\$154.55	\$1,010.00	\$0.00
GPX Communications LLC dba EvolveIP	989 Old Eagle School Rd Suite 815 Wayne, PA 19087	Phone	0001016597	\$14,590.25	\$0.00	\$14,590.25
LADWP	JFB Lobby CSC 111 N. Hope Street Los Angeles, CA 90012	Utilities	279 644 6450 979 660 5133	\$118.80	\$700.00	\$0.00
Level 3 Communications LLC	1025 Eldorado Blvd Broomfield, CO 80021	Phone	35831	\$67.50	\$0.00	\$67.50
Max Communications Inc	411 N. High St. Millville, NJ 08332	Phone	13962-79599	\$31.21	\$0.00	\$31.21
Mobile Relay Associates	15330 Vermont Ave. Paramount, CA 90723	Phone	C11022	\$1,680.79	\$0.00	\$1,680.79
Sierra Wireless	13811 Wireless Way Richmond, BC V6V 3B9, Canada	Phone	428667	\$9,322.46	\$0.00	\$9,322.46
Suddenlink	1 Court Square West Long Island City, NY 11101	Phone	07707-139087-02-3	\$5.36	\$0.00	\$5.36
Time Warner Cable	400 Atlantic St Floor 10 Stamford, CT 06901	Phone	8448 20 001 7518241 8448 20 020 2013156	\$184.83	\$0.00	\$184.83
TPX Communications	303 Colorado St., Suite 2075 Austin, TX 78701	Phone	159053	\$399.62	\$0.00	\$399.62

Provider	Provider's Address	Service(s) Provided	Account Number(s)	Half of Average Monthly Expenditure	Current Deposit	Proposed Adequate Assurance
Verizon	1095 Avenue of the Americas New York, NY 10036	Phone	U0224592 212 X02 4787 215 293 5471 118 90Y 215 418 7173 812 413 737 4093 985 413 788 0574 120 420168495 00001 554 669 543 0001 54 610 356 3760 617 815 0911 060 U0203710 U0213945	\$9,105.36	\$0.00	\$9,105.36
Waste Management	800 Capitol Street, Suite 3000 Houston, Texas 77002	Waste Management	7-23355-7303	\$626.67	\$0.00	\$626.67
Windstream Communications	4001 N Rodney Parham Rd Little Rock, AR 72212	Phone	205700227 205701023 205701779 2117383 7165670	\$1,948.72	\$0.00	\$1,948.72
XO Communications Services, LLC	1095 Avenue of the Americas New York, NY 10036	Phone	4000000375672 SX000043	\$6,666.56	\$0.00	\$6,666.56