

ENTERED

October 04, 2022

Nathan Ochsner, Clerk

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:

PIPELINE HEALTH SYSTEM, LLC., *et al.*,¹

Debtors.

Chapter 11

Case No. 22-90291 (MI)

(Jointly Administered)

Re: Docket No. 9**ORDER (I) APPROVING THE DEBTORS'
PROPOSED ADEQUATE ASSURANCE DEPOSIT,
FOR FUTURE UTILITY SERVICES, (II) PROHIBITING UTILITY
PROVIDERS FROM ALTERING, REFUSING, OR DISCONTINUING
(III) APPROVING THE DEBTORS' PROPOSED PROCEDURES FOR RESOLVING
ADEQUATE ASSURANCE REQUESTS, AND (IV) GRANTING RELATED RELIEF**

Upon the motion (the "Motion")² of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for entry of an order (this "Order"), authorizing the Debtors to (a) approve the proposed Adequate Assurance, (b) prohibit the Utility Providers from altering, refusing, or discontinuing services, (c) approve the Debtors' proposed procedures for resolving any Additional Assurance Requests, and (d) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that it 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 permissible pursuant to 28 U.S.C. §§ 1408 and 1409;

¹ A complete list of each of the Debtors in these chapter 11 cases and the last four digits of their federal tax identification numbers may be obtained on the website of the Debtors' proposed claims and noticing agent at <https://dm.epiq11.com/PipelineHealth>. The Debtors' service address is 898 N. Pacific Coast Highway, Suite 700, El Segundo, California 90245.

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

and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Debtors shall serve the Motion and this Order on each Utility Provider listed on the Utility Providers List, attached as Exhibit A to the Motion, no later than three (3) business days after the date that this Order is entered.

2. The Debtors are authorized, but not directed, to cause the Adequate Assurance Deposit to be held in the Adequate Assurance Account during the pendency of these chapter 11 cases.

3. The Adequate Assurance Deposit, together with the Debtors' ability to pay for future Utility Services in the ordinary course of business subject to the Adequate Assurance Procedures shall constitute adequate assurance of future payment in satisfaction of section 366 of the Bankruptcy Code.

4. The following Adequate Assurance Procedures are hereby approved, and the terms thereof are in full force and effect:

- a. Subject to paragraphs (b)–(j) herein, the Debtors will deposit the Adequate Assurance Deposit, in the aggregate amount of \$455,324.59, in the Adequate Assurance Account within five (5) business days after entry of the order granting this Motion.

- b. A Utility Provider may make an Adequate Assurance Request if the Debtors have not satisfied their postpetition payment obligation with respect to the applicable Utility Services in accordance with the terms and conditions of such service, and such payment obligation remains unpaid past any applicable grace period for the Utility Service. No disbursement will be made for an Adequate Assurance Request unless the requesting Utility Provider provides notice to the following parties (the “Utility Notice Parties”): (i) the Debtors, 898 N. Pacific Coast Highway, Suite 700, El Segundo, California 90245, Attn: Brittany Whitman; (ii) proposed counsel to the Debtors, Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn: Zachary Manning and Kirkland & Ellis LLP, 300 North LaSalle Street, Chicago, Illinois 60654, Attn: Lindsey Blum; (iii) proposed co-counsel for the Debtors, Jackson Walker LLP, 1401 McKinney Street, Suite 1900, Houston, TX 77010 Attn: Kristhy M. Peguero and Veronica A. Polnick; (iv) counsel to the proposed DIP Lenders and the Prepetition Term Loan Lenders, Paul Hastings LLC, 200 Park Avenue, New York, New York 10166, Attn: Jayme Goldstein, Syan Bhattacharyya, and Isaac Sasson, and Sullivan & Cromwell LLP, 125 Broad Street, New York, New York 10004, Attn: James L. Bromley, Ari B. Blaut, and Benjamin S. Beller; (v) co-counsel to the proposed DIP Lenders and the Prepetition Term Loan Lenders, Haynes and Boone, LLP, 1221 McKinney Street, Suite 4000, Houston, Texas 77010, Attn: Charles A. Beckham, Jr. and Kelli S. Norfleet; (vi) the Office of the United States Trustee, 515 Rusk Street, Suite 3516, Houston, Texas 77002, Attn: Jayson Ruff; (vii) counsel to the prepetition ABL agent, Waller Lansden Dortch & Davis, LLP, 511 Union Street, Suite 2700, Nashville, TN 37219, Attn: David E. Lemke and Tyler N. Layne; and (viii) counsel for the official committee of unsecured creditors (if any) appointed in these chapter 11 cases. The Debtors shall honor such request within five (5) business days after the date they receive such Adequate Assurance Request, subject to the Debtors and the requesting Utility Provider reaching an alternative resolution. A court order is not required to honor the Adequate Assurance Request in accordance with the Adequate Assurance Procedures or to settle a postpetition payment dispute related to Utility Services.
- c. If the Debtors make a disbursement to a Utility Provider from the Adequate Assurance Account, the Debtors shall replenish the Adequate Assurance Account in the amount so disbursed.
- d. The portion of the Adequate Assurance Deposit attributable to each Utility Provider shall be returned to the Debtors or the Reorganized Debtors, as applicable, on the earlier of (i) the Debtors reconciling and paying the Utility Provider’s final invoice in accordance with applicable nonbankruptcy law following the Debtors’ termination of Utility Services from such Utility Provider and (ii) the effective date of any chapter 11 plan confirmed in these chapter 11 cases.

- e. A Utility Provider desiring additional assurances of payment in the form of deposits, prepayments, increases in the proposed allocable Adequate Assurance amount, or otherwise must serve a request for additional assurance (an “Additional Assurance Request”) on the Utility Notice Parties within thirty (30) days of the Petition Date.
- f. All Additional Assurance Requests and Adequate Assurance Requests must set forth in writing the following: (i) the location(s) for which Utility Services are provided and the account number(s) for such location(s); (ii) the outstanding balance for each such account and a summary of the Debtors’ payment history relevant to the affected account(s); (iii) an explanation as to why the Utility Provider believes the Adequate Assurance Deposit is not adequate assurance of payment under section 366 of the Bankruptcy Code or the basis for seeking the Adequate Assurance Deposit, each as applicable; and (iv) list all Prepetition Deposits or surety bonds that the Utility Provider holds for the Utility Services related to the Additional Assurance Request.
- g. The Debtors may, without further order from the Court, resolve an 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 cash deposits, prepayments, or other forms of security if the Debtors believe that such adequate assurance is reasonable. The Debtors shall maintain a summary record of such agreements and their respective terms, and such summary record and the agreements themselves shall be available to any official committee appointed in these cases, and the U.S. Trustee upon request.
- h. The Debtors may reduce or remove a Utility Provider’s portion of the Adequate Assurance Deposit with the consent of such Utility Provider at any time during the chapter 11 cases.
- i. If the Debtors and the Utility Provider are not able to reach a resolution within fourteen (14) days of receipt of the Additional Assurance Request, the Debtors may request a hearing before the 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 as soon as reasonably practicable, but no later than thirty (30) days from the Petition Date. Pending final resolution of the Determination Hearing, the Utility Provider filing such Additional Assurance Request shall be prohibited from altering, refusing, or discontinuing Utility Services to the Debtors on account of unpaid charges for prepetition services or on account of any objections to the Proposed Adequate Assurance.

5. The Utility Providers are prohibited from requiring additional adequate assurance of payment other than pursuant to the Adequate Assurance Procedures.

6. Unless and until a Utility Provider files and serves an Additional Assurance Request in accordance with the Adequate Assurance Procedures and the Court rules otherwise at a Determination Hearing, the Utility Provider shall be (a) deemed to have received “satisfactory” adequate assurance of payment in compliance with section 366 of the Bankruptcy Code and (b) forbidden from (i) discontinuing, altering, or refusing Utility Services to or discriminating against the Debtors on account of any unpaid prepetition charges, the commencement of these chapter 11 cases, or any perceived inadequacy of the Proposed Adequate Assurance, or (ii) requiring additional assurance of payment other than the Proposed Adequate Assurance.

7. The Debtors are authorized to (a) add any Utility Provider to the Utility Providers List (each a, “Subsequently Identified Utility Provider”), (b) remove any Utility Provider from the Utility Providers List, and (c) add to or subtract from the Adequate Assurance Account the portion of such deposit allocated to any Utility Provider(s); or Subsequently Identified Utility Provider(s); *provided* that the Debtors may only add Subsequently Identified Utility Provider(s) to the Utility Providers List and deposit funds in the Adequate Assurance Account in the sum of the “Proposed Adequate Assurance” allocated to such Subsequently Identified Utility Provider(s) within thirty (30) days from the Petition date, *provided* further that the Debtors shall provide fourteen (14) days’ notice to any Utility Provider that it is being removed from the Utility Providers List and that its respective Adequate Assurance Deposit will be deducted from the Adequate Assurance Account. If an objection is received from such Utility Provider(s), the Debtors may request a hearing before this Court regarding such objection. The Debtors shall not deduct the Adequate Assurance Deposit allocated to any such Utility Provider that the Debtors seek to terminate or

delete from the Utility Providers List unless and until the fourteen (14) day notice period has expired without objection from the respective Utility Provider(s).

8. The Debtors must (a) serve any Subsequently Identified Utility Provider a copy of the Motion and Order within three (3) business days of such provider being added to the list, (b) allocate additional amounts to the Adequate Assurance Deposit in accordance with the Motion, and (c) provide notice to the Subsequently Identified Utility Provider of its proposed Adequate Assurance. Any Subsequently Identified Utility Provider shall (a) be bound to the Adequate Assurance Procedures and (b) have twenty-one (21) days from the date of service of the Motion and the Order to make a request for additional adequate assurance of payment in accordance with the Adequate Assurance Procedures.

9. Should the Debtors designate any Subsequently Identified Utility Provider, and that entity contests such designation or the adequacy of the Debtors' proposed Additional Adequate Assurance Deposit, the Court shall hold a hearing regarding the status of such Subsequently Identified Utility Provider and/or the adequacy of the proposed Additional Adequate Assurance Deposit within thirty (30) days from the Petition Date unless the Debtors and the Subsequently Identified Utility Provider are able to reach mutual resolution in advance of such hearing.

10. The Debtors' service of the Motion upon the Utility Services List shall not constitute an admission or concession that each such entity is a "utility" within the meaning of section 366 of the Bankruptcy Code, and the Debtors reserve all rights and defenses with respect thereto.

11. Notwithstanding the relief granted herein and any actions taken pursuant to such relief, nothing in this Order shall be deemed (a) an admission as to the amount of, basis for, or validity of any claim against a Debtor entity under the Bankruptcy Code or other applicable

nonbankruptcy law, (b) a waiver of the Debtors' or any other party in interest's right to dispute any claim on any grounds, (c) a promise or requirement to pay any claim, (d) an implication or admission that any particular claim is of a type specified or defined in the Motion or any order granting the relief requested in the Motion or a finding that any particular claim is an administrative expense claim or other priority claim, (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code, (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates, (g) a waiver or limitation of the Debtors' or any other party in interest's rights under the Bankruptcy Code or any other applicable law, or (h) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) that may be satisfied pursuant to the relief requested in this Motion are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens.

12. Notwithstanding anything to the contrary herein, any payment to be made by the Debtors pursuant to the authority granted herein shall be subject to and in compliance with any orders entered by the Court (a) approving the Debtors' entry into any postpetition debtor in possession financing facility, including any budget and the terms of any definitive documentation in connection therewith (the "DIP Documents"), and/or (b) authorizing the Debtors' use of cash collateral and/or any budget in connection therewith (in either case, the "DIP Order"). To the extent there is any inconsistency between the terms of the DIP Order or any DIP Documents, on the one hand, and this Order, on the other hand, the terms of the DIP Order or such DIP Document, as applicable shall control. For the avoidance of doubt, the DIP Liens shall not attach to the Adequate Assurance Payments.

13. The contents of the Motion satisfy the requirements of Bankruptcy Rule 6003(b).

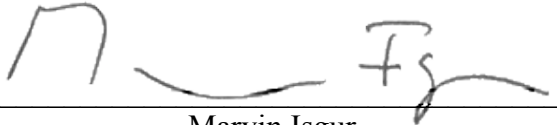
14. Notice of the Motion as provided therein shall be deemed good and sufficient notice of the Motion and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

15. Notwithstanding Bankruptcy Rule 6004(h), this Order is immediately effective and enforceable upon its entry.

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

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

Signed: October 04, 2022



Marvin Isgur
United States Bankruptcy Judge

Exhibit A

Utility Providers List

Name of Provider	Address of Facility	Utility Service	Utility Account Number	Average Monthly Spend	Proposed Adequate Assurance
ATMOS ENERGY CORP	9440 POPPY DRIVE HOSP, DALLAS, TX 75218	ELECTRIC SERVICES	3756617812	\$24,562.30	\$12,281.15
ATMOS ENERGY CORP	3914 S SHILOH RD STE 213, GARLAND, TX 75041	ELECTRIC SERVICES	4047058304	\$116.47	\$58.23
CONSTELLATION NEWENERGY INC	9440 POPPY DRIVE HOSP, DALLAS, TX 75218	ELECTRIC SERVICES	200430946-0	\$47,821.69	\$23,910.84
AT&T	9440 POPPY DRIVE HOSP, DALLAS, TX 75218	INTERNET / TELECOM	287282894782	\$980.45	\$490.22
AT&T	ALL LOCATIONS	INTERNET / TELECOM	8310010040998	\$16,197.36	\$8,098.68
AT&T	2623 SLAUSON AVE, HUNTINGTON PARK, CA 90255	INTERNET / TELECOM	3235816261997	-	-
AT&T	CHICAGO MARKET	INTERNET / TELECOM	70838610120013	\$2,073.26	\$1,036.63
AT&T	CHICAGO MARKET	INTERNET / TELECOM	8310009539159	\$7,718.10	\$3,859.05
AT&T	CHICAGO MARKET	INTERNET / TELECOM	8310010744545	\$621.16	\$310.58
AT&T	CHICAGO MARKET	INTERNET / TELECOM	8310010880159	\$2,467.89	\$1,233.94
AT&T	CHICAGO MARKET & 9440 POPPY DRIVE HOSP, DALLAS, TX 75218	INTERNET / TELECOM	708R160089522	\$72.24	\$36.12
AT&T	CHICAGO MARKET & 9440 POPPY DRIVE HOSP, DALLAS, TX 75218	INTERNET / TELECOM	7738786193591	\$67.84	\$33.92
AT&T	CHICAGO MARKET & 9440 POPPY DRIVE HOSP, DALLAS, TX 75218	INTERNET / TELECOM	8310009543475	\$5,989.49	\$2,994.75
AT&T	CHICAGO MARKET & 9440 POPPY DRIVE HOSP, DALLAS, TX 75218	INTERNET / TELECOM	8310010040998	\$8,139.96	\$4,069.98
AT&T	CORPORATE	INTERNET / TELECOM	31041401146151	\$176.84	\$88.42
AT&T	CORPORATE	INTERNET / TELECOM	3104140114701	\$202.91	\$101.45

Name of Provider	Address of Facility	Utility Service	Utility Account Number	Average Monthly Spend	Proposed Adequate Assurance
AT&T	CORPORATE	INTERNET / TELECOM	3106160472508	-	-
AT&T	CORPORATE	INTERNET / TELECOM	8310009289693	\$1,181.01	\$590.51
AT&T	13100 STUDEBAKER RD, NORWALK, CA 90650	INTERNET / TELECOM	3235269833583	\$1,714.00	\$857.00
AT&T	LA MARKET	INTERNET / TELECOM	3235816261997	\$1,679.52	\$839.76
AT&T	LA MARKET	INTERNET / TELECOM	708R07460605	\$3,130.16	\$1,565.08
AT&T	LA MARKET	INTERNET / TELECOM	708R0746061754	\$2,498.90	\$1,249.45
AT&T	LA MARKET	INTERNET / TELECOM	8310011499921	\$6,257.24	\$3,128.62
AT&T	LA MARKET	INTERNET / TELECOM	8310011500027	\$3,135.75	\$1,567.87
AT&T	LA MARKET	INTERNET / TELECOM	8310011502754	\$2,426.02	\$1,213.01
AT&T	1145 W. REDONDO BEACH BLVD, GARDENA, CA 90247	INTERNET / TELECOM	3107156317933	-	-
AT&T	ALL LOCATIONS	INTERNET / TELECOM	318600240	\$165.01	\$82.51
AT&T	ALL LOCATIONS	INTERNET / TELECOM	8310009539159	\$8,042.86	\$4,021.43
AT&T	ALL LOCATIONS	INTERNET / TELECOM	8310009543475	\$6,052.53	\$3,026.27
ATHENS	13100 STUDEBAKER RD, NORWALK, CA 90650	WASTE	NW0022964	\$5,947.26	\$2,973.63
ATHENS	13100 STUDEBAKER RD, NORWALK, CA 90650	WASTE	MOB-NW0029643	\$211.51	\$105.76
CALIFORNIA WATER SERVICE CO	4060 WHITTIER BLVD, LOS ANGELES, CA 90023	WATER	9508277777	\$77.67	\$38.84
CALIFORNIA WATER SERVICE CO	4060 WHITTIER BLVD, LOS ANGELES, CA 90023	WATER	8121377777	\$599.53	\$299.76
CALIFORNIA WATER SERVICE CO	4060 WHITTIER BLVD, LOS ANGELES, CA 90023	WATER	6121377777	\$386.78	\$193.39

Name of Provider	Address of Facility	Utility Service	Utility Account Number	Average Monthly Spend	Proposed Adequate Assurance
CALIFORNIA WATER SERVICE CO	4060 WHITTIER BLVD, LOS ANGELES, CA 90023	WATER	0221377777 -	\$1,365.93	\$682.97
CITY OF CHICAGO	4659 N CLARENDON, CHICAGO, IL 60640	WATER	1267812-441444	\$5,018.40	\$2,509.20
CITY OF CHICAGO	4659 N CLARENDON, CHICAGO, IL 60640	WATER	1267813-441443	\$39,141.80	\$19,570.90
CITY OF HUNTINGTON PARK H2O	2623 SLAUSON AVE, HUNTINGTON PARK, CA 90255	WATER	24057-21430	\$36.16	\$18.08
CITY OF HUNTINGTON PARK H2O	2623 SLAUSON AVE, HUNTINGTON PARK, CA 90255	WATER	23993-21448	\$601.46	\$300.73
CITY OF HUNTINGTON PARK H2O	2623 SLAUSON AVE, HUNTINGTON PARK, CA 90255	WATER	19577-21332	\$142.65	\$71.32
CITY OF HUNTINGTON PARK H2O	2623 SLAUSON AVE, HUNTINGTON PARK, CA 90255	WATER	19577-21334	\$983.74	\$491.87
CITY OF HUNTINGTON PARK H2O	2623 SLAUSON AVE, HUNTINGTON PARK, CA 90255	WATER	24059-21418	\$35.67	\$17.84
COMED	4646 N MARINE DR, CHICAGO, IL 60640	ELECTRIC SERVICES	798676034	\$37,550.15	-
COMED	4700 N MARINE DR, CHICAGO, IL 60640	ELECTRIC SERVICES	4563075421	\$280.32	\$140.16
COMED	4700 N MARINE DR, CHICAGO, IL 60640	ELECTRIC SERVICES	515089095	\$134.87	\$67.43
COMED	518 N AUSTIN BLVD, OAK PARK, IL 60302	ELECTRIC SERVICES	366759051	\$78,218.44	-
COMED	1 ERIE ST #4010, OAK PARK, IL 60302	ELECTRIC SERVICES	6393111036	\$133.94	\$66.97

Name of Provider	Address of Facility	Utility Service	Utility Account Number	Average Monthly Spend	Proposed Adequate Assurance
COMED	1 ERIE ST #4130, OAK PARK, IL 60302	ELECTRIC SERVICES	6393113110	\$88.89	\$44.44
COMED	1 ERIE ST #6000, OAK PARK, IL 60302	ELECTRIC SERVICES	6393114073	\$58.64	\$29.32
COMED	1 ERIE ST #6010, OAK PARK, IL 60302	ELECTRIC SERVICES	6393115034	\$33.47	\$16.74
COMED	1 ERIE ST #6020, OAK PARK, IL 60302	ELECTRIC SERVICES	6393116068	\$37.96	\$18.98
COMED	1 ERIE ST #6030, OAK PARK, IL 60302	ELECTRIC SERVICES	6393117056	\$36.46	\$18.23
COMED	1 ERIE ST #6040, OAK PARK, IL 60302	ELECTRIC SERVICES	6393118035	\$44.74	\$22.37
COMED	1 ERIE ST #6050, OAK PARK, IL 60302	ELECTRIC SERVICES	6393119078	\$51.30	\$25.65
COMED	1 ERIE ST #6120, OAK PARK, IL 60302	ELECTRIC SERVICES	6393120080	\$43.27	\$21.64
COMED	1 ERIE ST #6130, OAK PARK, IL 60302	ELECTRIC SERVICES	6393121069	\$75.08	\$37.54
COMED	1 ERIE ST #6160, OAK PARK, IL 60302	ELECTRIC SERVICES	6393123018	\$36.40	\$18.20
COMED	1 ERIE ST #7000, OAK PARK, IL 60302	ELECTRIC SERVICES	6393124079	\$24.83	\$12.42
COMED	1 ERIE ST #7130, OAK PARK, IL 60302	ELECTRIC SERVICES	6393131065	\$35.26	\$17.63
COMED	1 ERIE ST #7140, OAK PARK, IL 60302	ELECTRIC SERVICES	6393132035	\$51.43	\$25.72
COMED	1 ERIE ST #7150, OAK PARK, IL 60302	ELECTRIC SERVICES	6393133041	\$29.31	\$14.66
COMED	6201 N BROADWAY, CHICAGO, IL 60660	ELECTRIC SERVICES	2371021020	\$2,455.63	-
COMED	8330 W GRAND AVE, RIVER GROVE, IL 60171	ELECTRIC SERVICES	5726402058	\$1,102.66	-

Name of Provider	Address of Facility	Utility Service	Utility Account Number	Average Monthly Spend	Proposed Adequate Assurance
COMED	8336 W GRAND AVE, RIVER GROVE, IL 60171	ELECTRIC SERVICES	5726410050	\$261.95	-
CR&R ENVIROMENTAL SERVICES	2623 SLAUSON AVE, HUNTINGTON PARK, CA 90255	WASTE	94000622338	\$757.04	\$378.52
CR&R ENVIROMENTAL SERVICES	2623 SLAUSON AVE, HUNTINGTON PARK, CA 90255	WASTE	9400073913	\$3,465.41	\$1,732.71
CRYSTAL REIT INVESTORS	9330 POPPY DRIVE , DALLAS, TX 75218	WATER	NONE	\$2,537.16	\$1,268.58
DALLAS WATER AND UTILITY	9440 POPPY DRIVE, DALLAS, TX 75218	WATER	100271753	\$9,763.55	\$4,881.78
DALLAS WATER AND UTILITY	9228 POPPY DR, DALLAS, TX 75218	WATER	101103192	\$198.82	\$99.41
DALLAS WATER AND UTILITY	1151 N BUCKNER BLVD, DALLAS, TX 75218	WATER	100337528	\$107.65	\$53.82
DIALPAD	ALL LOCATIONS	INTERNET / TELECOM	NONE	\$7,691.56	\$3,845.78
DIALPAD	LA MARKET	INTERNET / TELECOM	NONE	\$693.43	\$346.72
DYNEGY	4646 N MARINE DR, CHICAGO, IL 60640	ELECTRIC SUPPLIER	515089095	\$270.47	\$135.23
DYNEGY	4700 N MARINE DR, CHICAGO, IL 60640	ELECTRIC SUPPLIER	4563075421	\$9,129.78	\$4,564.89
DYNEGY	4700 N MARINE DR, CHICAGO, IL 60640	ELECTRIC SUPPLIER	798676034	\$103,207.91	\$51,603.96
DYNEGY	518 N AUSTIN BLVD, OAK PARK, IL 60302	ELECTRIC SUPPLIER	366759051	\$126,365.21	\$63,182.61
EAST COAST SATELLITE COMMUNICATION S	9440 POPPY DRIVE HOSP, DALLAS, TX 75218	INTERNET / TELECOM	NONE	\$50.00	\$25.00
FUSION	9440 POPPY DRIVE, DALLAS, TX 75218	INTERNET / TELECOM	S0L10316 - 0001	\$1,102.94	\$551.47

Name of Provider	Address of Facility	Utility Service	Utility Account Number	Average Monthly Spend	Proposed Adequate Assurance
GC PIVOTAL, LLC	LA MARKET	INTERNET / TELECOM	328555	\$6,977.31	\$3,488.66
GOLDEN STATE COMPANY	1145 W. REDONDO BEACH BLVD, GARDENA, CA 90247	WATER	33029000008	\$35.48	\$17.74
GOLDEN STATE COMPANY	1145 W. REDONDO BEACH BLVD, GARDENA, CA 90247	WATER	23029000009	\$6,659.27	\$3,329.63
GOLDEN STATE COMPANY	1145 W. REDONDO BEACH BLVD, GARDENA, CA 90247	WATER	17328000009	\$118.13	\$59.06
GOLDEN STATE COMPANY	1145 W. REDONDO BEACH BLVD, GARDENA, CA 90247	WATER	89228000009	\$31.85	\$15.92
GOLDEN STATE COMPANY	1145 W. REDONDO BEACH BLVD, GARDENA, CA 90247	WATER	00328000005	\$29.69	\$14.85
LIBERTY	13100 STUDEBAKER RD, NORWALK, CA 90650	WATER	048046	\$3,486.05	\$1,743.03
LIBERTY	13100 STUDEBAKER RD, NORWALK, CA 90650	WATER	048047	\$46.49	\$23.25
LIBERTY	13100 STUDEBAKER RD, NORWALK, CA 90650	WATER	MOB-035957	\$1,101.16	\$550.58
LIBERTY	13100 STUDEBAKER RD, NORWALK, CA 90650	WATER	035958	\$71.04	\$35.52
LIBERTY	13100 STUDEBAKER RD, NORWALK, CA 90650	WATER	035956	\$848.12	\$424.06
METTEL	9440 POPPY DRIVE HOSP, DALLAS, TX 75218	INTERNET / TELECOM	NONE	\$4,913.59	\$2,456.80

Name of Provider	Address of Facility	Utility Service	Utility Account Number	Average Monthly Spend	Proposed Adequate Assurance
METTEL	CHICAGO MARKET	INTERNET / TELECOM	NONE	\$38,366.84	\$19,183.42
NICOR	518 N AUSTIN BLVD, OAK PARK, IL 60302	GAS SERVICES	77-27-55-51131	\$17,000.17	\$8,500.08
NICOR	8340 W GRAND AVE, RIVER GROVE, IL 60171	GAS SERVICES	32-22-28-3155 7	\$91.21	\$45.61
NICOR	8336 W GRAND AVE, RIVER GROVE, IL 60171	GAS SERVICES	24-17-46-7713 8	\$73.93	\$36.97
PEOPLES GAS	4646 N MARINE DR, CHICAGO, IL 60640	GAS SERVICES	0619573470-00002	\$21,696.78	\$10,848.39
PEOPLES GAS	4646 N MARINE DR, CHICAGO, IL 60640	GAS SERVICES	0619573470-00001	\$883.60	\$441.80
PEOPLES GAS	820 W WILSON AVE, CHICAGO, IL 60640	GAS SERVICES	0605128820-00001	\$1,049.08	\$524.54
REPUBLIC SERVICES	9440 POPPY DRIVE HOSP, DALLAS, TX 75218	WASTE	NONE	\$5,596.47	\$2,798.23
SOCAL GAS	2623 SLAUSON AVE, HUNTINGTON PARK, CA 90255	GAS	14280059396	\$721.65	\$360.82
SOCAL GAS	2623 SLAUSON AVE, HUNTINGTON PARK, CA 90255	GAS	14070059770	\$2,763.89	\$1,381.95
SOCAL GAS	4060 WHITTIER BLVD, LOS ANGELES, CA 90023	GAS	00720030006	\$3,598.53	\$1,799.27
SOCAL GAS	1145 W. REDONDO BEACH BLVD, GARDENA, CA 90247	GAS	5840473002	\$12,712.01	\$2,996.01
SOCAL GAS	13100 STUDEBAKER RD, NORWALK, CA 90650	GAS	19260736046	\$181.82	\$90.91

Name of Provider	Address of Facility	Utility Service	Utility Account Number	Average Monthly Spend	Proposed Adequate Assurance
SOCAL GAS	13100 STUDEBAKER RD, NORWALK, CA 90650	GAS	19050736370	\$6,762.62	\$3,381.31
SOUTHERN CALIFORNIA EDISON	13100 STUDEBAKER RD, NORWALK, CA 90650	ELECTRIC	700060658992	\$41.32	\$20.66
SOUTHERN CALIFORNIA EDISON	13100 STUDEBAKER RD, NORWALK, CA 90650	ELECTRIC	700060923118	\$17,352.85	\$8,676.42
SOUTHERN CALIFORNIA EDISON	13100 STUDEBAKER RD, NORWALK, CA 90650	ELECTRIC	700062184219	\$13,348.18	\$6,674.09
SOUTHERN CALIFORNIA EDISON	13100 STUDEBAKER RD, NORWALK, CA 90650	ELECTRIC	700134363939	\$539.97	\$269.99
SOUTHERN CALIFORNIA EDISON	13100 STUDEBAKER RD, NORWALK, CA 90650	ELECTRIC	700312113106	\$33.03	\$16.51
SOUTHERN CALIFORNIA EDISON	13100 STUDEBAKER RD, NORWALK, CA 90650	ELECTRIC	700062233426	\$3,551.66	\$1,775.83
SOUTHERN CALIFORNIA EDISON	2623 SLAUSON AVE, HUNTINGTON PARK, CA 90255	ELECTRIC	700216133121	\$24,589.19	\$12,294.59
SOUTHERN CALIFORNIA EDISON	2623 SLAUSON AVE, HUNTINGTON PARK, CA 90255	ELECTRIC	700098691884	\$11,273.15	\$5,636.58
SOUTHERN CALIFORNIA EDISON	4060 WHITTIER BLVD, LOS ANGELES, CA 90023	ELECTRIC	700567196228	\$42,641.20	-
SOUTHERN CALIFORNIA EDISON	4060 WHITTIER BLVD, LOS ANGELES, CA 90023	ELECTRIC	700686515827	\$186.14	\$93.07
SOUTHERN CALIFORNIA EDISON	1145 W. REDONDO BEACH BLVD, GARDENA, CA 90247	ELECTRIC	700475119683	\$59,109.63	-

Name of Provider	Address of Facility	Utility Service	Utility Account Number	Average Monthly Spend	Proposed Adequate Assurance
SOUTHERN CALIFORNIA EDISON	1145 W. REDONDO BEACH BLVD, GARDENA, CA 90247	ELECTRIC	700469573711	\$526.87	\$263.43
SOUTHERN CALIFORNIA EDISON	1145 W. REDONDO BEACH BLVD, GARDENA, CA 90247	ELECTRIC	700440556058	\$1,899.77	\$949.88
SOUTHERN CALIFORNIA EDISON	1145 W. REDONDO BEACH BLVD, GARDENA, CA 90247	ELECTRIC	700354957093	\$534.84	\$267.42
SPECTRUM/TIME WARNER	9440 POPPY DRIVE HOSP, DALLAS, TX 75218	INTERNET / TELECOM	8260 13 208 4391365	\$1,125.88	\$562.94
SPECTRUM/TIME WARNER	9440 POPPY DRIVE HOSP, DALLAS, TX 75218	INTERNET / TELECOM	125943501	\$480.11	\$240.06
SPECTRUM/TIME WARNER	9440 POPPY DRIVE HOSP, DALLAS, TX 75218	INTERNET / TELECOM	8260 13 208 4390664	\$221.68	\$110.84
SPOK	9440 POPPY DRIVE HOSP, DALLAS, TX 75218	INTERNET / TELECOM	0348689 - 1	\$420.02	\$210.01
STERICYCLE	1145 W. REDONDO BEACH BLVD, GARDENA, CA 90247	WASTE	6009600	\$2,736.25	\$1,368.13
STERICYCLE	1145 W. REDONDO BEACH BLVD, GARDENA, CA 90247	WASTE	ON CALL ACCOUNT	\$5,298.06	\$2,649.03
STERICYCLE	13100 STUDEBAKER RD, NORWALK, CA 90650	WASTE	6077794	\$2,751.95	\$1,375.97
STERICYCLE	13100 STUDEBAKER RD, NORWALK, CA 90650	WASTE	6009321	\$626.17	\$313.09
STERICYCLE	9440 POPPY DRIVE HOSP, DALLAS, TX 75218	WASTE	2135031	\$1,216.96	\$608.48
STERICYCLE	9440 POPPY DRIVE HOSP, DALLAS, TX 75218	WASTE	2134560	\$3,539.92	\$1,769.96

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SYMMETRY ENERGY SOLUTIONS, LLC	9440 POPPY DRIVE HOSP, DALLAS, TX 75218	GAS SERVICES	90065700	\$10,123.46	\$5,061.73
TWIN EAGLE	820 W WILSON AVE, CHICAGO, IL 60640	GAS SUPPLIER	PIPELINE WEISS	\$44,449.42	\$22,224.71
TWIN EAGLE	3 ERIE CT, OAK PARK, IL 60302	GAS SUPPLIER	7727555113	\$42,196.83	\$21,098.42
TXU ENERGY	3914 S SHILOH RD STE 213, GARLAND, TX 75041	ELECTRIC SERVICES	900047255577	\$497.94	\$248.97
UNIVERSAL WASTE SYSTEMS INC.	4060 WHITTIER BLVD, LOS ANGELES, CA 90023	WASTE	000011	\$3,052.60	\$1,526.30
VERIZON	1145 W. REDONDO BEACH BLVD, GARDENA, CA 90247	INTERNET / TELECOM	NONE	\$10,935.39	\$5,467.69
VILLAGE OF OAK PARK	516-518 N AUSTIN BLVD, OAK PARK, IL 60302	WATER	0701000159-02	\$3,347.69	\$1,673.84
VILLAGE OF OAK PARK	516-518 N AUSTIN BLVD, OAK PARK, IL 60302	WATER	0701000161-02	\$4,853.76	\$2,426.88
VILLAGE OF OAK PARK	516-518 N AUSTIN BLVD, OAK PARK, IL 60302	WATER	0701000165-02	\$4,957.85	\$2,478.93
VILLAGE OF OAK PARK	518 N AUSTIN BLVD, OAK PARK, IL 60302	WATER	0701000447-02	\$15,547.59	\$7,773.80
VILLAGE OF OAK PARK	1 ERIE CT, OAK PARK, IL 60302	WATER	0701000614-02	\$31,016.34	\$15,508.17
VILLAGE OF OAK PARK	516-518 N AUSTIN BLVD, OAK PARK, IL 60302	WATER	0701000160-02	\$3,162.08	\$1,581.04
VILLAGE OF OAK PARK	32 ERIE ST, OAK PARK, IL 60302	WATER	0701000032-02	\$781.55	\$390.77

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VILLAGE OF OAK PARK	I ERIE CT, OAK PARK, IL 60302	WATER	0701000418-02	\$18.00	\$9.00
WINDSTREAM	LA MARKET	INTERNET / TELECOM	200391716	\$39,741.44	\$19,870.72
TOTAL				\$1,138,708.83	\$455,324.59