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

	·)
In re:) Chapter 11
)
IEH AUTO PARTS HOLDING LLC, et al.,1) Case No. 23-90054
)
Debtors.)

DEBTORS' WITNESS AND EXHIBIT LIST FOR HEARING SCHEDULED FOR FEBRUARY 1, 2023, AT 4:00 PM (PREVAILING CENTRAL TIME)

The above-captioned debtors and debtors in possession (collectively, the "<u>Debtors</u>") file their Witness and Exhibit List for the hearing to be held on **February 1, 2023, at 4:00 PM** (**prevailing Central Time**) (the "First Day Hearing") as follows:

WITNESSES

The Debtors may call the following witnesses at the First Day Hearing:

- 1. John Michael Neyrey, CEO, IEH Auto Parts Holding LLC;
- 2. Brendan J. Murphy, Managing Director, Lincoln Partners Advisors LLC;
- 3. Any witness listed or called by any other party;
- 4. Rebuttal witnesses as necessary; and
- 5. The Debtors reserves the right to cross examine any witness called by any other party.

The Debtor entities in these chapter 11 cases, along with the last four digits of each Debtor entity's federal tax identification number, are: IEH Auto Parts Holding LLC (6529); AP Acquisition Company Clark LLC (4531); AP Acquisition Company Gordon LLC (5666); AP Acquisition Company Massachusetts LLC (7581); AP Acquisition Company Missouri LLC (7840); AP Acquisition Company New York LLC (7361); AP Acquisition Company North Carolina LLC (N/A); AP Acquisition Company Washington LLC (2773); Auto Plus Auto Sales LLC (6921); IEH AIM LLC (2233); IEH Auto Parts LLC (2066); IEH Auto Parts Puerto Rico, Inc. (4539); and IEH BA LLC (1428). The Debtors' service address is: 112 Townpark Drive NW, Suite 300, Kennesaw, GA 30144.

EXHIBITS

EXHIBIT	DESCRIPTION	MARK	OFFER	OBJECT	ADMIT	W/D	DISPOSITION AFTER TRIAL
1.	Declaration of Michael Neyrey in Support of Debtors' Chapter 11 Petitions and First Day Motions [Docket No. 24]						
2.	Declaration of Brendan J. Murphy in Support of the Debtors' Emergency Motion for Entry of Interim and Final Orders (I) Authorizing Post- Petition Financing Secured by Senior Liens, (II) the Debtors to Use Cash Collateral, (III) Granting Adequate Protection, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief [Docket No. 17]						
3.	DIP Term Sheet, Exhibit 1 to DIP Motion [Docket No. 16-1]						
4.	Approved Budget, Exhibit 2 to DIP Motion [Docket 16-1]						
5.	Utility Services List, Exhibit 1 to Utility Motion [Docket No. 11-1]						
6.	Insurance Policies Schedule, Exhibit 1 to Insurance Motion [Docket No. 13-1]						
7.	Cash Management System, Exhibit 1 to Cash Management Motion [Docket No. 26]						
8.	Cash Management Banks, Exhibit 2 to Cash Management Motion [Docket No. 26] Any document or pleading filed in the above-captioned main cases Any exhibit necessary for impeachment and/or rebuttal purposes						
	Any exhibit identified or offered by any other party						

RESERVATION OF RIGHTS

The Debtors reserve the right to call or to introduce one or more, or none, of the witnesses and exhibits listed above, and further reserve the right to supplement this list prior to the First Day Hearing.

Houston, Texas

Dated: February 1, 2023

/s/ Vienna Anaya

JACKSON WALKER LLP

Matthew D. Cavenaugh (TX Bar No. 24062656) Veronica A. Polnick (TX Bar No. 24079148) Vienna Anaya (TX Bar No. 24091225) Emily Meraia (TX Bar No. 24129307) 1401 McKinney Street, Suite 1900 Houston, TX 77010

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Proposed Counsel to the Debtors and Debtors in Possession

LAW OFFICE OF LIZ FREEMAN

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Houston, TX 77208-1209 Telephone: (832) 779-3580 Email: liz@lizfreemanlaw.com

Proposed Co-Counsel and Conflicts Counsel for the Debtors

Certificate of Service

I certify that, on February 1, 2023, I caused a copy of the foregoing document to be served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas.

/s/ Vienna Anaya Vienna Anaya

Exhibit 1

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

)
In re:) Chapter 11
IEH AUTO PARTS HOLDING LLC, et al.,1) Case No. 23-90054 (CML)
Debtors.) (Joint Administration Requested)
)

DECLARATION OF MICHAEL NEYREY IN SUPPORT OF DEBTORS' CHAPTER 11 PETITIONS AND FIRST DAY MOTIONS

I, Michael Neyrey, Chief Executive Officer of IEH Auto Parts Holding LLC ("<u>Auto Parts</u>") and its debtor affiliates (collectively, the "Debtors") hereby declare under penalty of perjury:

- 1. I am the Chief Executive Officer of Auto Parts and its debtor affiliates. I joined Auto Parts in January 2022 as Vice President of Financial Planning. I was appointed to Chief Financial Officer and Executive Vice President in March 2022. I was then appointed Chief Executive Officer in December 2022. Prior to joining Auto Parts, I held various executive and leadership roles with several organizations, including TK Elevator, Brill Inc., Chep USA, and Coca-Cola. I hold a Bachelor of Arts degree from Tulane University and Master of Business Administration degree from the University of New Orleans.
- 2. As Chief Executive Officer, I am generally familiar with Auto Parts' day-to-day operations, business and financial affairs, and books and records. I submit this declaration to assist the Court and parties in interest in understanding the circumstances that led to the commencement

1

The Debtor entities in these chapter 11 cases, along with the last four digits of each Debtor entity's federal tax identification number, are: IEH Auto Parts Holding LLC (6529); AP Acquisition Company Clark LLC (4531); AP Acquisition Company Gordon LLC (5666); AP Acquisition Company Massachusetts LLC (7581); AP Acquisition Company Missouri LLC (7840); AP Acquisition Company New York LLC (7361); AP Acquisition Company North Carolina LLC (N/A); AP Acquisition Company Washington LLC (2773); Auto Plus Auto Sales LLC (6921); IEH AIM LLC (2233); IEH Auto Parts LLC (2066); IEH Auto Parts Puerto Rico, Inc. (4539); and IEH BA LLC (1428). The Debtors' service address is: 112 Townpark Drive NW, Suite 300, Kennesaw, GA 30144.

of this chapter 11 case and in support of: (a) the Debtor's petition for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") filed on January 31, 2023 (the "Petition Date"); and (b) the emergency relief that the Debtor requested from the Court pursuant to the motions filed contemporaneously herewith (collectively, the "First Day Motions").

3. All facts set forth in this declaration are based upon my personal knowledge, information obtained from the Debtors' management team and advisors, my review of relevant documents and information concerning the Debtors' operations, financial affairs, and restructuring initiatives, or my opinions based on my experience and knowledge. I am over the age of 18 and authorized to submit this declaration on behalf of the Debtors. If called upon to testify, I could and would testify competently to the facts set forth in this declaration.

A. Introduction

4. The Debtors, which operate under the Auto Plus® brand, are a leading distributor of automotive aftermarket parts and products in the United States.



5. Over the last two years, the Debtors incurred significant operating losses. As part of an ongoing transformation plan, the Debtors have undertaken cost-cutting initiatives. These actions include sales of assets in non-core markets, exiting unprofitable locations, and selling excess inventory through alternative channels. The Debtors are optimistic that significant savings have and will continue to result from these ongoing efforts. Unfortunately, in part due to factors that affected the industry in general, the Debtors no longer have the necessary liquidity for an out-of-court turnaround of its business.

6. The Debtors commenced these chapter 11 cases to consummate a going-concern sale of its assets. The Debtors obtained from their prepetition secured lender—who is also the Debtors' indirect parent—a \$75 million DIP Facility (as defined below) and consent to use cash collateral. The goal of these cases is to afford the Debtors the runway necessary to undergo a sale process.

B. Overview of Auto Parts

- 7. The Auto Plus brand was launched in the United States in 2010. Auto Plus was owned by Uni-Select Inc. at that time. Uni-Select entered the United States automotive aftermarket parts industry in 1998. It grew Auto Plus operations through acquisitions and investment in inventory and distribution technology platforms for its facilities and customers.
- 8. In February 2015, IEH Auto Parts, LLC, a subsidiary of Icahn Enterprises L.P. ("IEP") acquired substantially all of the assets of Uni-Select USA, Inc., including Uni-Select Inc.'s automotive parts distribution business in the United States. The transaction included 22 distribution centers and satellite locations, 259 corporate-owned stores, and more than 3,500 team members.
- 9. In 2016, IEP, through a subsidiary merger, acquired Pep Boys®, a leading automotive aftermarket service company, with nearly a thousand locations throughout the United States. Later, IEP formed Icahn Automotive Group LLC ("IAG") and ownership of Auto Plus and Pep Boys was transferred to IAG, bringing them together under one corporate umbrella.
- 10. Despite their common parent, the Debtors and Pep Boys have faced their customer and suppliers as separate businesses.² In 2019, IAG announced its plan to more formally separate

3

For clarity, there are 53 locations where Auto Plus leases space from Pep Boys and the two businesses operate out of one location. They are still operating as separate businesses within these locations despite the shared space.

the Debtors and Pep Boys businesses into two independent aftermarket businesses—Parts (i.e., the Debtors) and Service (i.e., Pep Boys).

11. Pursuant to this multi-year plan, the Debtors and Pep Boys operate internally as separate businesses with standalone management teams. Pursuant to its overall turnaround, the Debtors began to right-size the retail footprint, grow the eCommerce platform and relationships, and implement inventory optimization actions.

i. Corporate Structure, Facilities, and Employees

12. The Debtors' headquarters are located in Kennesaw, Georgia. The Debtors operate 304 store locations across 26 states, as well as 21 distribution centers—all of which are leased.



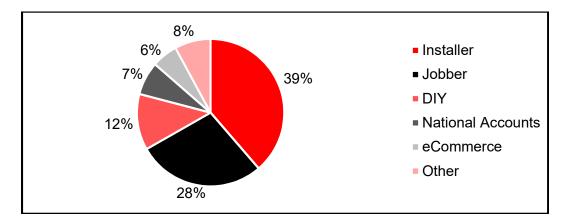
For the Debtors to serve their core customers effectively, the Debtors have distribution centers in strategically located regions and near their stores to ensure a continuous supply of products. A typical Auto Plus store operates, in part, as a mini-distribution center that supports nearby customers (by stocking frequently purchased parts) and also as a retail store that services walk-in customers. Ultimately, the Debtors' retail and distribution center footprint enables it to fulfill seamlessly their commitments to the stores and end-customers.

13. As of the Petition Date, the Debtors employ approximately 3,500 full- and parttime employees across their stores and distribution centers. In addition to their employees, the Debtors retain independent contractors and temporary workers through various staffing agencies to fulfill certain duties. The independent contractors are a reliable and cost-efficient component of the Debtors' operations, filling certain critical and immediate business needs of the Debtors and allowing the business to have a flexible workforce to meet operational needs in a cost-effective manner.

ii. Business Operations

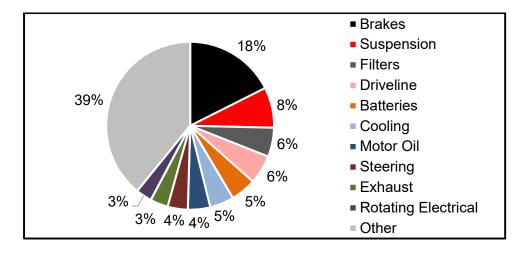
- 14. The Debtors' business operations can be broken down into two key customer groups: (a) installers and (b) jobbers. The Debtors also serve several ancillary business segments, which comprise roughly one third of the Debtors' revenue.
- 15. <u>Installers</u>. Installers are service providers (e.g., mechanics and garages) that order automotive parts directly from the Debtors. The Debtors' installer customer base is comprised of (a) 2,000+ installers enrolled in the Auto Plus Professional Service Center ("<u>PSC</u>") program, and (b) approximately 19,000 installers not enrolled in the PSC program. The proximity of the Debtors' stores to the installer base enables efficient delivery of parts on an as-needed basis.
- 16. <u>Jobbers</u>. Jobbers are wholesalers that purchase larger quantities of automotive parts that they can distribute to their own customers. The jobber customer base is comprised of over 400 banner jobber customers that predominantly buy parts from the Debtors and over 1,600 jobbers that do not fly the Auto Plus banner. The locations of Auto Parts' stores and distribution centers allow it to fulfill its commitments to deliver daily shipments to jobbers.
- 17. Other. Approximately a third of the Debtors' revenue comes from ancillary business segments, such as (a) store sales to retail customers (tapping into the do-it-yourself customer base), (b) eCommerce, (c) national accounts, where the Debtors sell directly to large national companies, (d) exports to foreign-based jobbers, (e) large fleet companies (e.g., car rental

companies), (f) governmental bids, and (h) paint body & equipment (PB&E), which are autobody shops that purchase paint.



iii. Products

- 18. Auto Plus is known in the marketplace for its extensive catalogs of aftermarket automotive parts and products. Auto Plus offers its customers a superior selection of premium brand parts, including MOOG®, Wagner®, Walker®, Champion®, and countless others.
- 19. Auto Plus' top product categories include: (a) brakes; (b) automotive batteries; (c) exhaust; (d) driveline; (e) rotating electrical; (f) application electrical; (g) motor oil; (h) steering; (i) fuel system; and (j) automotive lighting.
 - 20. Below is a summary of the sales by product category for FY 2021:



21. As of the Petition Date, the Debtors estimate that the book value of inventory on hand is approximately \$529 million. However, much of this inventory is aged, and is not the type of popular, "high-velocity" product that draws customer orders. To sustain their business, the Debtors will need to obtain or relocate—beginning immediately—significant quantities of new inventory across all product categories to ensure they are poised to complete their customers' entire multi-parts orders on the swift turnaround schedule customers expect. Installers and Jobbers usually order multiple parts in a single order and will place an order with the parts distributor who can complete the entire order in one delivery. If the Debtors are missing one product in a customer's order, the customer will move on to a competitor who has all the requested parts on hand.

iv. Ongoing Relationship with Pep Boys

- 22. Although the Debtors' and Pep Boys' businesses now operate internally as separate, standalone businesses, the Debtors continue to maintain business relationships with Pep Boys:
- 23. <u>First</u>, Pep Boys is a longstanding customer of the Debtors. The Debtors estimate that Pep Boys accounted for approximately 2% of their revenue in 2022. The Debtors intend to continue to provide goods to Pep Boys during the these cases in the ordinary course of business.
- 24. <u>Second</u>, the Debtors lease from Pep Boys retail space at Pep Boys' locations throughout the United States. As part of the transformation plan, the Debtors and Pep Boys terminated most of the leases. However, the Debtors operate approximately 53 stores inside Pep Boys locations.
- 25. <u>Third</u>, Pep Boys and the Debtors jointly lease warehousing space at four distribution centers. The landlords for each of these four locations are entities affiliated with IEP, Pep Boys and the Debtors' indirect parent company.

- 26. <u>Fourth</u>, Pep Boys and the Debtors are parties to a transition services agreement ("<u>TSA</u>") and shared services agreement ("<u>SSA</u>"). Pursuant to the TSA, Pep Boys and the Debtors provide each other services and reimburse the other party for the transition services. The scope of the transition services includes, without limitation: (a) human resource / employee benefits; (b) information technology, (c) risk management; and (d) supply chain and inventory planning and control.
- 27. Fifth, Pursuant to the terms of the SSA not superseded by the TSA, IAG, Pep Boys, and the Debtors agreed to provide each other services, including, without limitation: (a) real estate and property management, (b) legal; (c) visual presentation, (d) communications; (e) loss prevention; (f) finance and accounting (terminated in 2022); and (g) environmental, health & safety. On average, the Debtors have a net payable to Pep Boys of approximately \$900,000 per month that may be offset against the net payable due from Pep Boys to the Debtors, which is approximately \$1,300,000 per month. The Debtors intend to continue to receive and to provide services under the TSA and SSA and make any applicable payments due thereunder.

v. Prepetition Capital Structure

- 28. An organizational chart of the Debtors is attached as **Exhibit A**. Debtor IEH Auto Parts Holding LLC ("<u>IEH Holding</u>") is the direct or indirect parent of all the other Debtors. IEH Holding is itself wholly owned by non-Debtor IAG.
- 29. Approximately \$189 million in total funded debt obligations exist under Auto Parts' Prepetition Facility (defined below). All but four of the Debtors are obligated under the

Prepetition Facility.³ In addition, the Debtors have approximately \$200 million in capital lease obligations and trade debt.

- 30. <u>Prepetition Secured Debt.</u> Certain Debtor entities are party to a Credit and Guaranty Agreement, dated as of August 13, 2021 (as amended, restated, supplemented, or otherwise modified from time to time, the "<u>Existing Credit Agreement</u>"), by and among (a) IEP, as lender, (b) IAG as a borrower, (c) IEH Holding, as borrower, and certain of its Debtor subsidiaries, as guarantors, and (d) The Pep Boys Manny, Moe & Jack Holding Corp., as a borrower ("PB"), and certain of PB's direct and indirect subsidiaries, as guarantors.
- 31. The Existing Credit Agreement had three sub-facilities (collectively, the "Existing Facility"): (a) a revolver facility in the principal amount of up to \$166 million, (b) the Term A facility, designated for PB in the principal amount of \$305.2 million (this portion of the Existing Facility, the "Term A Facility"); and (c) the Term B facility, designated for Auto Plus, in the total principal amount of \$200 million, of which \$69.8 million is considered the Term B loan and \$130.2 million is considered the incremental delayed draw term B loan (this portion of the Existing Facility, collectively, the "Term B Facility").
- 32. The Existing Facility was secured by a first-priority lien on many of the borrowers' and guarantors' personal property assets.
- 33. On January 30, 2023, in anticipation of these chapter 11 cases, the parties to the Existing Credit Agreement amended the Existing Facility to formally separate Auto Plus debt from Pep Boys debt. I understand this was accomplished by IAG, Debtor Auto Plus, and the PB, as borrowers, certain other subsidiaries of the borrowers, as guarantors, and IEH, as lender, entering

9

The four Debtors that are not parties to the Prepetition Loan Agreement are: (i) AP Acquisition Company North Carolina LLC, (ii) AP Acquisition Company Clark LLC; (iii) IEH BA LLC; and (iv) IEH AIM LLC.

into that certain Fifth Amendment to the Existing Credit Agreement (the "Fifth Amendment"), whereby PB and Icahn Automotive were released from the Existing Credit Agreement (as amended by the Fifth Amendment, the "Prepetition Credit Agreement"). The released parties partially paid down the obligations under the Existing Credit Agreement, including payment in full of the Term A Facility, and a portion of the total LC Exposure (as defined in the Existing Credit Agreement) is deemed no longer outstanding under the Prepetition Credit Agreement. PB was simultaneously released from any further obligations under the Prepetition Credit Agreement. The Prepetition Credit Agreement reflects the Term B Facility obligations related to the Debtor Auto Plus and certain of its subsidiaries as guarantors (the "Prepetition Term B Facility"), which comprises \$187.5 million in aggregate principal amount outstanding in Prepetition Loans, and the remaining LC Exposure (as defined in the Prepetition Credit Agreement) in an amount equal to \$23.7 million as of the Petition Date (collectively, the "Prepetition Facility"). All but four Debtors are obligated on the Prepetition Facility. The obligations under the Prepetition Credit Agreement were assigned to American Entertainment Properties Corp. (now, the "Prepetition Lender") by IEH (the "Prior Prepetition Lender") on January 30, 2023.

- 34. The Prepetition Facility is secured by a first-priority lien on many of the remaining borrowers' and guarantors' personal property assets (the "Prepetition Collateral").
- 35. As of the Petition Date, approximately \$187.5 million plus the \$23.7 million LC Exposure in aggregate principal amount is outstanding under the Prepetition Facility.
- 36. <u>Trade Debt.</u> As of the Petition Date, the Debtors estimate that they have approximately \$200 million in outstanding trade debt and capital lease obligations. The trade vendors are largely comprised of auto-parts manufactures, landlords, shippers, and lessors of Auto Parts' fleet.

C. Events Leading to the Chapter 11 Cases

- 37. Over the last two years, the Debtors incurred significant losses in its operations. For fiscal year 2021, the Debtors' EBITDA was negative \$153 million and for fiscal year 2022, the Debtors estimate their EBITDA will also be negative.
- 38. A number of factors contributed to the Debtors' declining financial performance. The Debtors' retail footprint was both too large and also situated in too many regions in the United States for the Debtors to effectively operate an efficient and profitable business. This resulted in high leasing, shipping, and labor costs. In addition, the Debtors' inventory management was inefficient. This resulted in excess and slow-moving products at its distribution centers and retail stores, significant warehousing costs, and a decline in sales at Auto Parts' stores.
- 39. The Debtors took significant steps to evaluate and implement cost reduction measures over the last two years. These initiatives resulted in: (a) selling its operations in California and the Pacific Northwest, (b) exiting retail stores and distribution centers in low performing markets, (c) selling excess inventory through alternative channels, (d) right-sizing the labor force, and (e) reducing G&A expenses.
- 40. The Debtors have seen an improvement in its EBITDA over the past year. However, various external factors have made an out-of-court restructuring even more difficult by negatively impacting the Debtors' business as well as the industry in general, including lessened demand, supply chain disruptions, an inflationary environment, and the effects of COVID-19. The Debtors no longer have the necessary liquidity to effectuate an out-of-court turnaround of its business. Beginning in late 2022, the Debtors began to explore transactions with strategic partners for a going concern sale of its business and also sales of certain regions where Auto Plus operates. The Debtors received informal indications of interest. However, its preliminary discussions with counterparties did not result in actionable offers.

41. Auto Parts intends to use the chapter 11 process to pursue a going concern sale of its operations. In the coming weeks, Auto Parts intends to file a motion seeking to establish bid procedures for the sale of all or substantially all of its assets.

D. Prepetition Negotiations with Creditors and the Proposed DIP Financing.

- In light of the challenging situation, in December 2022, the Debtors, with the assistance of their advisors, began exploring potential liability management/contingency planning alternatives and discussing with the Prepetition Lender and Prior Prepetition Lender what potential solutions they would consider sponsoring. A key part of these efforts was to evaluate the Debtors' liquidity position and the need for post-petition financing to enable the Debtors to fund any potential chapter 11 cases. As a first step, the Debtors' management team (including myself) worked closely with their advisors, and in particular Portage, to determine the cash requirements for the business. We developed and analyzed the Debtors' long-term and 13-week cash flow projections. These forecasts take into account anticipated cash receipts and disbursements during the projected period and consider a number of factors, including, but not limited to, the effect of the chapter 11 filing on the operations of the business, fees and interest expenses associated with postpetition financing, professional fees, customer and vendor relationships, and required operational payments. They also incorporated several recent cost-cutting initiatives, including a reduction in force, significant cost reductions in delivery and ocean freight achieved through an aggressive RFP process, and the closure of unprofitable stores.
- 43. Based on these forecasts and discussions among the Debtors' management and other advisors—and despite the Debtors' cost-cutting efforts—we determined that the Debtors would require access to both Cash Collateral and postpetition financing to provide sufficient liquidity to administer the Debtors' estates during these chapter 11 cases. Among other things, the Debtors need liquidity to satisfy payroll, pay suppliers, vendors, and utility providers, honor

obligations to customers, and make any other payments that are essential or appropriate for the continued management, operation, and preservation of the Debtors' businesses and assets. I believe that the Debtors' ability to continue making such payments during these chapter 11 cases is essential to the Debtors' continued operation and the preservation of their assets during the pendency of these cases. I do not believe it would be possible to administer these chapter 11 cases, operate the Debtors' business in the ordinary course, and pay administrative costs during these cases solely through the use of cash collateral.

- 44. Following weeks of intense negotiations, the Debtors and the Prepetition Lender agreed on the terms of the DIP Facility.⁴ The DIP Facility will provide approximately \$75 million of essential liquidity to the Debtors' estates during these chapter 11 cases, \$35 million of which will be available immediately. The Debtors will use the DIP Facility in accordance with the DIP Budget attached to the DIP Motion. I believe the DIP Budget presents a reasonable estimate of the Debtors' cash sources and needs during these chapter 11 cases. Given these estimates, I believe that the DIP Facility will provide the Debtors sufficient liquidity to stabilize their operations and fund the administration of these chapter 11 cases.
- 45. Due to current limited liquidity, the Debtors require immediate access to both the DIP Facility and Cash Collateral to operate their business, preserve value, and pursue their restructuring goals in the interim period, and to avoid irreparable harm pending the Final Hearing. The Debtors enter these chapter 11 cases with approximately \$4.8 million in cash on hand. Without immediate financing, the Debtors project that they will be unable to pay essential costs required to

A description of the terms of the DIP Facility and the facts and circumstances leading to entry into the DIP Facility can be found in the *Debtors' Emergency Motion for Entry of Interim and Final Orders (I) Authorizing Post-Petition Financing Secured by Senior Liens, (II) Authorizing the Debtors to Use Cash Collateral (III) Granting Adequate Protection, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief* (the "<u>DIP Motion</u>"), filed contemporaneously herewith.

continue operating as a going concern, resulting in immediate and irreparable harm to the Debtors' business. Absent the proposed financing, the Debtors will be forced to cease operations and immediately liquidate their assets in a piecemeal fashion. The DIP Budget contemplates a first draw on the DIP Facility immediately after entry of the DIP Order and use of those funds to satisfy obligations due this week and contemplated by the first day relief. Immediate access to the DIP Facility will also send a strong signal to our vendors and customers that, despite the uncertainty associated with their financial condition and the commencement of these chapter 11 cases, the Debtors will be a reliable trading partner going-forward. This will allow the Debtors to maintain favorable trade terms. Absent funds available from the DIP Facility and access to cash collateral, I believe the Debtors could face a value-destructive interruption to their business and lose support from important stakeholders on which the Debtors depend, including the hundreds of vendors who supply irreplaceable goods that are the foundation of the Debtors' business. Without the funding, trade creditors would likely cease extending credit, creating a vicious cycle, and destroying value for all stakeholders. The DIP Facility is necessary to preserve, protect, and maximize the value of the Debtors' estates.

46. For each of these reasons I believe that there is a risk of immediate and irreparable harm if the Debtors are denied access to Cash Collateral or if the proposed DIP Facility is not approved by the Court. Access to Cash Collateral and the DIP Facility will ensure the Debtors have sufficient funds to preserve and maximize the value of their estates, and responsibly administer these chapter 11 cases throughout the period that the Debtors expect will be necessary to implement and effectuate their restructuring, including by the sale process already under way.

47. The DIP Term Sheet establishes case milestones to ensure that these chapter 11 cases proceed at an appropriate and efficient pace, thereby avoiding an unnecessarily prolonged stay in chapter 11. The key DIP milestones are as follows:

Proposed DIP Milestones

- i. The Bankruptcy Court shall have entered the Interim Order by the date that is no later than five days after the Petition Date.
- ii. The Bankruptcy Court shall have entered the Final Order by the date that is no later than 35 days after the Petition Date.
- iii. The Debtors shall file, by the date that is no later than 10 days after the Petition Date, a motion to sell all or substantially all of the Debtors' assets through a sale pursuant to section 363 of the Bankruptcy Code in form and substance reasonably acceptable to the DIP Lender (the "Sale Motion").
- iv. The Bankruptcy Court shall have entered an order approving the bidding procedures of the sale contemplated by the Sale Motion (the "Sale") by the date that is no later than 45 days after the Petition Date.
- v. The Bankruptcy Court shall have entered an order approving the Sale by the date that is no later than 110 days after the Petition Date.
- vi. The Sale shall be consummated by the date that is no later than 120 days after the Petition Date.
- vii. A liquidating chapter 11 plan shall be consummated by the date that is no later than 90 days after consummation of the Sale.
- 48. The Debtors are driving toward a commercially reasonably swift sale process to be consummated in 2023.

E. Further Evidentiary Support for the First Day Motions.

49. Along with this Declaration, the Debtors filed the First Day Motions, seeking orders granting various forms of relief intended to facilitate the efficient administration of this chapter 11 case.

- 50. I read and understand each of the First Day Motions. Based on my review, and to the best of my knowledge and belief, the factual statements contained in each of the First Day Motions are true and accurate and each such factual statement is incorporated herein by reference.
- 51. I believe that the relief requested in the First Day Motions is necessary, in the best interests of the Debtors' estate, its creditors, and all other parties in interest, and will allow the Debtor to operate with minimal disruption during the pendency of the chapter 11 case. Failure to grant the relief requested in any of the First Day Motions may result in immediate and irreparable harm to the Debtor, its asset, and its estate. Specifically:
- Joint Administration Motion. The Debtors' Emergency Motion for Entry of an Order (I) Directing Joint Administration of the Debtors' Chapter 11 Cases and (II) Granting Related Relief seeks joint administration of the Debtors' cases, given the integrated nature of the Debtors' operations. Joint administration for procedural purposes only will provide significant administrative convenience without harming the substantive rights of any party in interest. Parties in interest will also benefit from the cost reductions associated with the joint administration of the Debtors' chapter 11 cases.
- **156(c) Retention.** The Emergency Ex Parte Application for Entry of an Order Authorizing the Employment and Retention of Kurtzman Carson Consultants LLC as Claims, Noticing, and Solicitation Agent seeks authority to employ Kurtzman Carson Consultants LLC ("KCC") as claims, noticing, and solicitation agent for the Debtors. KCC's employment is in the best interest of the estates as they have the expertise required for complex chapter 11 cases.
- Creditor Matrix/Sealing Motion. The Debtors' Emergency Motion for Entry of an Order (I) Authorizing the Debtors to Redact Certain Personally Identifiable Information, (II) Approving the Form and Manner of the Notice of Commencement, and (III) Granting Related Relief seeks authority to (a) redact certain personally identifiable information for individuals within the consolidated list of creditors (the "Creditor Matrix"); (b) approving the form and manner of the notice of commencement, substantially in the form attached to said motion as Exhibit A. Redaction of personal identification is necessary to protect the privacy interests of natural persons who may be listed on the Creditor Matrix, the Schedules and Statements, and any other filings which may be filed. Additionally, approval of the form and manner of the notice of commencement is necessary to not only properly serve notice to interested parties, but also to avoid confusion among creditors and prevent the Debtors' estates from incurring unnecessary costs associated with serving multiple parties listed on the Debtors' voluminous Creditor Matrix.
- Schedules/SOFA Motion. The Debtors' Emergency Motion for Entry of an Order (I) Extending Time to File (A) Schedules and Statements and (B) Rule 2015.3 Financial Reports and (II) Granting Related Relief seeks a court order extending the deadline by which

the Debtors must file their Schedules and Statements and 2015.3 Reports. Ample cause exists to grant said extensions, as to prepare their Schedules and Statements, the Debtors will have to compile information from books, record, and documents relating to thousands of claims, assets, leases, and contracts from each of the 13 Debtor entities, requiring significant expenditure of time and effort on part of the Debtors. Preparation of these documents was not practicable prepetition given the Debtors focus on preparing a smooth transition into chapter 11. Finally, the relief requested will not prejudice any party in interest.

- Taxes Motion. The Debtors' Emergency Motion for Entry of an Order (I) Authorizing the Payment of Certain Prepetition Taxes and Fees, and (II) Granting Related Relief seeks authority for the Debtors to remit and pay certain accrued and outstanding prepetition Taxes and Fees (as defined therein) in the ordinary course of business. Failing to pay the Taxes and Fees could materially disrupt the Debtors' business operations. Not only would paying the Taxes and Fees be a sound exercise of the Debtors' business judgment, it would also assist in the efficient and value-maximizing administration of the Debtors' estates. Finally, the Debtors' failure to pay the prepetition Taxes and Fees as they come due may ultimately increase the amount of priority claims held by the Governmental Authorities against the Debtors' estates to the detriment of the Debtors' general unsecured creditors and other stakeholders
- Insurance Motion. The Debtors' Emergency Motion for Entry of an Order (I) Authorizing the Debtors to (A) Continue Insurance Coverage Entered Into Prepetition and Satisfy Related Prepetition Obligations, (B) Renew, Amend, Supplement, Extend, or Purchase Insurance Policies, (C) Continue to Pay Brokerage Fees, and (D) Maintain the Customs Bond Program, and (II) Granting Related Relief seeks authority from the court for the Debtors to continue existing insurance covered, renew or otherwise supplement insurance coverage on a postpetition basis, satisfy payment of prepetition obligations related to Brokerage Fees, and grant related relief. Continuation and renewal of the Insurance Policies and potentially entry into new insurance policies is essential to preserving the value of the Debtors' business, properties, and assets.
- Utilities Motion. The Debtor's Emergency Motion for Entry of an Order (I) Approving the Debtor's Proposed Adequate Assurance of Payment for Future Utility Services, (II) Prohibiting Utility Providers from Altering, Refusing, or Discontinuing Services, (III) Approving the Debtor's Proposed Procedures for Resolving Additional Assurance Requests, and (IV) Granting Related Relief seeks a court order (i) approving the Debtors' Proposed Adequate Assurance of payment of future utility services and determining that such Proposed Adequate Assurance provide Utility Providers with adequate assurances of payment, (ii) prohibits Utility Providers from altering, refusing, or discontinuing service, and (iii) approving the Debtors' proposed procedures for resolving any additional adequate assurance requests. Uninterrupted Utility Services is essential to operating and thus maximizing the value of the Debtors' business.
- Cash Management Motion. The Debtors' Emergency Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Continue to Operate their Cash management System and Maintain Existing Bank Accounts, (B) Continue to Perform Intercompany Transactions (C) Maintain Existing Business Forms and Books and Records, and (II) Granting Related

Relief seeks authority to (i) continue to operate their cash management system as set forth on Exhibit 1 attached to the Cash Management Motion (the "Cash Management System") and maintain their existing bank accounts set forth on Exhibit 2 to the Cash Management Motion, including honoring certain prepetition obligations related thereto, (ii) continue to perform intercompany transactions with each other and with non-Debtor affiliates (the "Intercompany Transactions") consistent with past practice and authorizing the Debtors to continue to operate and perform under the terms of the Shared Services Agreement and Transition Services Agreement; (iii) maintain existing business forms; and (b) granting related relief. The Debtors depend on the efficient collection, transfer, and disbursement of funds. The Cash Management System is tailored to meet the Debtors' operating needs, enables the Debtors to control and monitor company funds, ensure cash availability and liquidity, comply with requirements in its financing arrangements, and reduce administrative expenses incurred in connection with the movement of funds and the reporting of accurate account balances. The Cash Management System is a critical component of the Debtors' overall business. Any disruption of the Cash Management System would have a severe and adverse effect on the Debtors' valuemaximizing sale process. Additionally, Intercompany Transactions are an integral part of the Cash Management System and essential to the Debtors' continued operations. Absent the relief requested, the Debtors would be required to adopt a new, segmented cash management system, or find different service providers, which would be financially and logistically burdensome and cause the Debtors' operations to grind to a halt, reducing the value of the Debtors' business enterprise.

- Wages and Benefits Motion. The Debtors' Emergency Motion for Entry of an Order (I) Authorizing the Debtors to Honor and Continue their Employee Compensation and Benefits Programs and (II) Granting Related Relief seeks authority for the Debtors to honor and continue their employee compensation and benefits programs. As of the Petition Date, the Debtors employ approximately 4,000 employees which perform a variety of critical functions for the Debtors. The Debtors must retain their employees' skills and their knowledge and understanding of the Debtors' infrastructure, operations, and customer relations to effect a successful reorganization and maximize creditors' recoveries.
- Customer Programs Motion. The Debtors' Emergency Motion for Entry of and Order (I) Authorizing the Debtors to (A) Maintain and Administer their Existing Customer Programs and (B) Honor Certain Prepetition Obligations Related Thereto and (II) Granting Related Relief seeks to continue their Commercial Marketing Program, Professional Services Centers Program, VIP Accounts Program, Pricing Programs, the Legacy AIM Rebate Program, the Drop Ship Program, the Return Program, and the Warranty Program, each as defined in the Customer Programs Motion and pay prepetition amounts related to the programs. Continuing the identified Customer Programs is essential to maintain its customer base.
- Vendors Motion. The Debtors' Emergency Motion for Entry of an Order (I) Authorizing the Debtors to Pay Certain Prepetition Trade Claims, (II) Confirming Administrative Expense Priority of Outstanding Purchase Orders, and (III) Granting Related Relief seeks authority to pay certain prepetition trade claims, including certain of the amounts owed to holders of Lien Claims, 503(b)(9) Claims, Import Claims, and Critical Vendor Claims (each as defined in the Vendors Motion). Payment of the identified trade claims is essential to ensure the ongoing operation of the business. Absent payment, vendors of critical merchandise and services may

assert liens, withhold delivery of product, or refuse to manufacture and ship new product. Because so many of the vendors are irreplaceable providers of brand-name or other specific products that our customers require, and lead times and costs to onboard a new vendor in the limited circumstances where a replacement is available are so great, the Debtors cannot afford for any of the identified trade claimants to "turn off" Auto Plus.

- Inventory Management Motion. The Debtors' Emergency Motion for Entry of an Order (I) Authorizing the Debtors to Continue the Inventory Management Program and (II) Granting Related Relief seeks authority for the Debtors to continue implementation of an Inventory Management Program which has already substantially improved the functioning of the Debtors' supply lines, overall ability to manage the Inventory, and ability to procure new inventory. While the Inventory Management Program reasonably constitutes a series of ordinary course transactions, the Debtors have asked for the court's authority out of an abundance of caution and in light of the critical role the Inventory Management Program has in the Debtors' ongoing operation of their business.
- **DIP Motion.** The Debtors' Emergency Motion for Entry of Interim and Final Orders Authorizing (I) Post-Petition Financing Secured by Senior Liens, (II) Granting Adequate Protection, (III) Scheduling a Final Hearing, and (IV) Granting Related Relief seeks authority to enter into post-petition financing, and is necessary as explained above.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that, to the best of my

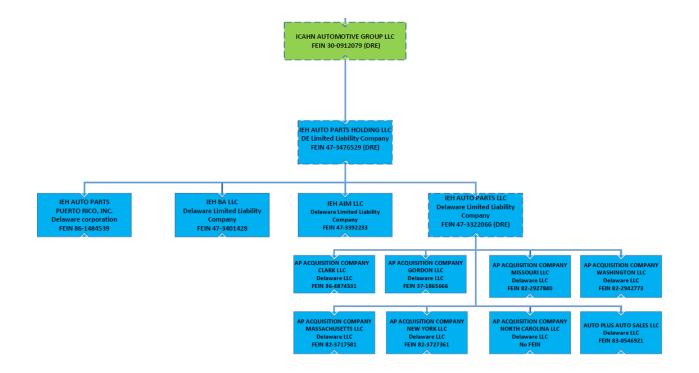
knowledge and after reasonably inquiry, the foregoing statements are true correct.

Dated: February 1, 2023 /s/ John Michael Neyrey

Michael Neyrey Chief Executive Officer IEH Auto Parts Holding LLC

Exhibit A

Organizational Chart



Key

(DRE) Disregarded Entity

Blue - Debtor Entity

Green - Corporate Level

Exhibit 2

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

)
In re:) Chapter 11
)
IEH AUTO PARTS HOLDING LLC, et al., 1) Case No. 23-90054 (CML)
)
Debtors.) (Joint Administration Requested)
) (Emergency Hearing Requested)

DECLARATION OF BRENDAN J. MURPHY IN SUPPORT OF
THE DEBTORS' EMERGENCY MOTION FOR ENTRY OF INTERIM AND FINAL
ORDERS (I) AUTHORIZING POST-PETITION FINANCING SECURED BY SENIOR
LIENS, (II) THE DEBTORS TO USE CASH COLLATERAL, (III) GRANTING
ADEQUATE PROTECTION, (IV) SCHEDULING A FINAL HEARING, AND (V)
GRANTING RELATED RELIEF

- I, Brendan J. Murphy, pursuant to 28 U.S.C. § 1746, hereby declare under penalty of perjury:
- 1. I am a Managing Director in the Capital Advisory Group at Lincoln Partners Advisors LLC, operating under the trade name Lincoln International (together with affiliates, "Lincoln") which has its principal office at 110 North Wacker Drive, 51st Floor, Chicago, Illinois 60606.
- 2. I submit this declaration (this "<u>Declaration</u>") in support of the *Debtors' Emergency*Motion for Entry of Interim and Final Orders (I) Authorizing Post-Petition Financing Secured by

 Senior Liens, (II) Authorizing the Debtors to Use Cash Collateral, (III) Granting Adequate

The Debtor entities in these chapter 11 cases, along with the last four digits of each Debtor entity's federal tax identification number, are: IEH Auto Parts Holding LLC (6529); AP Acquisition Company Clark LLC (4531); AP Acquisition Company Gordon LLC (5666); AP Acquisition Company Massachusetts LLC (7581); AP Acquisition Company Missouri LLC (7840); AP Acquisition Company New York LLC (7361); AP Acquisition Company North Carolina LLC (N/A); AP Acquisition Company Washington LLC (2773); Auto Plus Auto Sales LLC (6921); IEH AIM LLC (2233); IEH Auto Parts LLC (2066); IEH Auto Parts Puerto Rico, Inc. (4539); and IEH BA LLC (1428). The Debtors' service address is: 112 Townpark Drive NW, Suite 300, Kennesaw, GA 30144.

Protection, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief (the "DIP Motion"),² seeking authority for the debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the "Debtors") to obtain a senior secured, superpriority priming term loan facility (the "DIP Facility"), consisting of (a) a multiple-draw delayed draw term loan facility in the aggregate maximum principal amount of \$75 million (the "DIP Facility Commitment", and the portion thereof drawn by the Debtors, the "New Money Loans"), and including, without limitation, principal, interest, fees, expenses, and other costs of the DIP Lender in these Chapter 11 Cases, in accordance with the terms and conditions set forth herein and in the DIP Term Sheet, of which an initial maximum aggregate amount of up to \$35 million of new money will be available to the Debtors following entry of the Interim Order (the "Interim Advance"), and the balance of the DIP Facility Commitment will be made available upon entry of the Final Order; and (b) a conversion of all of the Prepetition Loans to loans under the DIP Facility upon entry of the Final Order (the "Roll-Up Loans" and, together with the loans made upon the funding of the DIP Facility Commitment, the "DIP Facility Loans").

- 3. I submit this Declaration in support of my belief that the DIP Facility (a) is the product of an arm's-length, good faith negotiation process, (b) is the best available postpetition financing option for the Debtors as of the Petition Date, and (c) contains reasonable terms and conditions under the circumstances.
- 4. The statements in this Declaration are, except where specifically noted, based on my personal knowledge or opinion, on information that I have received from the Debtors'

Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the DIP Motion or the Interim Order, as applicable. The material terms of the proposed DIP Facility are set forth in detail in the DIP Motion. For the avoidance of doubt, any description of the proposed terms of the DIP Facility herein or in the DIP Motion is qualified in its entirety by the terms of DIP Term Sheet, the Final Order, and the other DIP Documents. To the extent anything in this Declaration is inconsistent with such documents, the terms of the applicable documents shall control.

employees or advisors and/or employees of Lincoln working directly with me or under my supervision, direction, or control, or from the Debtors' records maintained in the ordinary course of their business. I am not being compensated specifically for this testimony other than through payments received by Lincoln as a professional proposed to be retained by the Debtors. If I were called upon to testify, I could and would testify competently to the facts set forth herein. I am over the age of 18 years and authorized to submit this Declaration on behalf of the Debtors.

Background and Qualifications

- 5. Lincoln is a multinational investment banking firm with approximately 900 professionals in more than 21 offices around the world. In 2022 alone, Lincoln closed over 360 transactions and completed over 15,000 company valuations. Lincoln and its senior professionals have extensive experience in providing investment banking services to various parties in complex situations, including both-in-and-out-of-court.
- 6. Prior to joining Lincoln in 2017, I was a Managing Director at Teneo Restructuring, a Director in the global restructuring advisory group of Duff & Phelps Securities, LLC (f/k/a Chanin Capital Partners), and also worked as a Senior Associate in the Corporate Value Consulting practice of Standard & Poor's. I began my career working in the global corporate finance group at Enron Corp. in Houston, Texas. I have a MSc from the London School of Economics and a BS from Vanderbilt University.
- 7. For over 20 years, I have advised a broad spectrum of clients requiring special situations, specialized capital raising solutions, and distressed-related expertise. I have a multifaceted skillset incorporating mergers and acquisitions, debt and equity capital markets, corporate valuation, accounting, and legal analysis. My clients include companies, creditors (banks, bonds, trade, unions, and other creditors) and other stakeholders (including preferred and common shareholders). In addition, I leverage extensive relationships in the restructuring, sponsor,

and capital-raising communities to deliver client-specific alternatives requiring bespoke solutions.

I also serve on Lincoln's Opinion Committee.

8. I have executed over 80 successful transactions to completion. Some of those transactions include Arlington Hospitality, Benevis, BHM Technologies, Chassix, Chem Rx, ClearEdge Power Equipment Group, CRS Reprocessing, Dura Automotive, Fast Radius, Global Power Equipment Group, Hayes Lemmerz, Intermet, K'NEX, KV Pharmaceuticals, Motor Coach Industries, NeoplanUSA, Pacific Gas & Electric, Pac-West Telecomm, Patriot Coal, Performance Transportation Services, Philadelphia Newspapers, Phymed Healthcare, Pyxus, Real Mex Restaurants, Residential Capital (ResCap), RMS Titanic (a/k/a Premier Exhibition), Seahawk Drilling, SkyMall, Stelco, Star Tribune, Trico Marine Services, Ultimate Electronics, Valeritas Holdings, Inc., Visteon, WHX Corporation, and Worldspace, among other confidential matters.

Advisor Retention

- 9. The Debtors engaged Lincoln in January 2023, to serve as their investment banker to evaluate potential strategic transactions relating to the Debtors' capital structure. In that capacity, members of the Lincoln team and I have been directly involved in the matters leading up to the Debtors' chapter 11 filings and in the negotiation of the debtor in possession financing.
- 10. Since Lincoln's engagement, I, along with a number of other Lincoln professionals, have worked closely with the Debtors' management team, financial staff, and other professionals, to evaluate the need for financing and otherwise assist in the Debtors' restructuring efforts. Lincoln's work has included: (a) reviewing the Debtors' liquidity and projected cash flows (in conjunction with other advisors); (b) understanding the Debtors' businesses, operations, properties, and finances; (c) reviewing and analyzing the Debtors' balance sheet and capital structure alternatives; (d) providing strategic advice to the Debtors' board of directors and management; (e) participating in negotiations with the Debtors' existing lenders and other parties

in interest; (f) negotiating and analyzing debtor-in-possession financing proposals; (g) preparing marketing materials and investor list(s) for a robust sales process; and (h) assisting the Debtors in connection with preparations for commencement of these chapter 11 cases. As a result of this work and engagement with professionals retained by the Debtors with respect to this restructuring, I am generally familiar with the Debtors' capital structure and current liquidity needs.

11. The Declaration of Michael Neyrey, Chief Executive Officer of IEH Auto Parts Holding LLC, in Support of the Debtors' Chapter 11 Petitions and First Day Motions (the "First Day Declaration"), provides an overview of the Debtors' businesses and the historical developments leading up to these chapter 11 cases.

The Debtors' Immediate Liquidity Needs

- 12. Over the past few weeks, I and other Lincoln professionals have engaged in numerous discussions and meetings with the Debtors' management team and advisors regarding potential postpetition financing, including Triple P RTS, LLC ("Portage Point"), the Debtors' restructuring financial advisor. I am generally familiar with the Debtors' current liquidity and liquidity forecast based on forecasts prepared by the Debtors' management team and Portage Point. Lincoln reviewed the 13-week cash flow forecast (the "Forecast") prepared by the Debtors and Portage Point. The Forecast takes into account anticipated sales projections, cash receipts, and disbursements during the period, and considers a number of factors, including the effect of the chapter 11 filing on business operations, professional fees, payroll costs, lease payments, customer and vendor relationships, fees and interest expenses associated with the DIP Facility, and other required operational payments.
- 13. I understand that the DIP Facility will provide the Debtors with enough liquidity to continue the operation of their businesses; maintain business relationships with vendors, suppliers, and customers; make payroll; make certain capital expenditures; and continue to satisfy other

working capital and operational needs. As of the Petition Date, the Debtors lack sufficient funds to continue paying their debts as they come due. This relief is urgent due to the Debtors' current liquidity constraints and the need to preserve the businesses' going concern value. Based on those discussions and meetings with the Debtors' management team and their advisors, in conjunction with my experience in restructuring and my general familiarity with the Debtors, I believe that the Debtors' estates would benefit from entering into a new postpetition financing arrangement as set forth in the DIP Term Sheet.

Efforts to Obtain Postpetition Financing and Marketing Process

- 14. Lincoln worked closely with the Debtors, Portage Point, and Jackson Walker LLP, as the Debtors' legal counsel, to size the debtor in possession financing need, identify potential sources of this financing, and develop a marketing process to secure such financing on the most favorable terms available under the circumstances to the Debtors.
- 15. It is my understanding, following a perfection review by Debtors' counsel, that many of the Debtors' assets are encumbered and subject to validly perfected liens by the Prepetition Lender. Therefore, the Debtors' first step was to approach the Prepetition Lender to solicit its interest in providing debtor in possession financing. This outreach revealed that the Prepetition Lender would be willing to provide postpetition financing to fund a comprehensive sales process and eventual plan of liquidation, but the Debtors remained determined to ensure they were obtaining the best possible terms for their anticipated postpetition financing and instructed Lincoln to test the market for additional interest from potential lenders.
- 16. Beginning on January 25, 2023, the Debtors, with the assistance of Lincoln, began conducting a marketing process to secure a DIP Facility on a superpriority priming basis or on a junior basis to the Prepetition Lender. During the marketing process for the debtor in possession financing, the Debtors and Lincoln solicited indications of interest from 16 financial institutions

as well as the Prepetition Lender, approaching a total of 17 potential financing counterparties. Lincoln, working with the Debtors, identified these parties based on a number of factors, including among other things, their ability to complete diligence in a timely manner, their experience providing debtor in possession financing, their ability to underwrite the full DIP Facility Commitment, and their familiarity with the automotive aftermarket industry. As part of this process, Lincoln (i) conducted multiple phone calls and zoom meetings with the potential financing counterparties in order to introduce them to the situation and discuss our debtor in possession financing requirements including the loan sizing, potential collateral coverage, and process timing; and (ii) invited them to execute a customary non-disclosure agreement and gain access to a DIP financing information memorandum and a virtual data-room containing a comprehensive set of information customary for such a process.

declined to participate in the process and cited, among other reasons, they did not think they could provide materially better terms than already received from the Prepetition Lender or otherwise did not desire to pursue the opportunity. Initial feedback received by Lincoln from many of these potential financing counterparties center around (i) an unwillingness to provide postpetition financing on anything other than a superpriority or priming basis with respect to the vast majority, if not all, of the Debtors' assets and (ii) an unwillingness to provide postpetition financing on a junior lien or unsecured basis. Most of the potential third-party lenders also cited an unwillingness to participate in a priming dispute over the priority of the Prepetition Loans with the Debtors' existing Prepetition Lender, which would result in substantial uncertainty in their ability to ultimately participate in the postpetition financing. Finally, the proposed payable-in-kind interest rate of 8.00% and fees of 1.50% from the Prepetition Lender were noted to be very competitive,

and a number of lenders will struggle to get to those levels. As of the filing of this Declaration, two financial institutions submitted preliminary proposals on January 30, 2023 and one financial institution submitted a non-binding proposal on January 31, 2023 to provide DIP financing, which the Debtors and their advisors are reviewing to determine if such proposals provide better terms than the current proposed DIP Facility and are feasible. A few additional lenders have indicated that they each intend to submit a non-binding indication of interest for financing but are unlikely to do so before the first day hearings.

- 18. In light of the Debtors' serious liquidity constraints and timing considerations, it became clear that the best, and perhaps only (as of the Petition Date), available path to debtor in possession financing was via the proposal received from the Prepetition Lender. In parallel with Lincoln's marketing process, the Debtors and their advisors continued to advance arm's-length negotiations with the Prepetition Lender.
- 19. Negotiations between the Debtors, the Prepetition Lender, and their respective advisors were extensive. The Debtors and the Prepetition Lender negotiated terms relating to the amount and structure of the New Money Loan portion of the postpetition financing; the timing and amount of the Roll-Up Loans; the maturity date; the timing of the process milestones; the covenants; the interest, fees, costs, and expenses to be paid under the DIP Facility, and the Debtors' ability to continue to search for better financing prior to entry of the Final Order.
- 20. The negotiations between the Debtors and the Prepetition Lender ultimately resulted in the Debtors obtaining competitive economic terms that are the best available under the circumstances. Through the DIP Term Sheet, the Debtors will obtain a DIP Facility, consisting of:

 (i) the \$75 million DIP Facility Commitment; and (ii) subject to Court approval through a Final Order, (x) up to \$187.5 million of Prepetition Loans plus the LC Exposure (as defined In the

Prepetition Credit Agreement) rolled up under the DIP Facility. The DIP Facility will provide the Debtors with necessary and immediate access to the liquidity required to preserve their operations and avoid an immediate liquidation. The Debtors' access to the proposed DIP Facility will enable the Debtors to preserve more value as a going concern by having access to necessary liquidity under terms that allow for the prospect of completing a comprehensive sales process that preserves more value for all parties. Most importantly, the DIP Term Sheet allows the Debtors, through Lincoln, to continue a marketing process to find the best available financing prior to entry of the Final Order. I believe that the DIP Facility provides a more attractive postpetition financing proposal than any alternative available to the Debtors at this time (including maintaining the status quo).

The Terms of the DIP Facility are in the Best Interest of the Debtors' Estates under the Circumstances

- 21. **The DIP Facility.** The DIP Facility provides a \$75 million DIP Facility on materially better terms than the Prepetition Lender had proposed at the outset of the negotiations. The Debtors were able to achieve a DIP Term Sheet that (i) included a payable-in-kind 8.00% interest rate, which is at or lower than what other prospective lenders indicated they would be willing to provide under the current situation; and (ii) allows the Debtors, through Lincoln, to continue a marketing process to find the best available financing prior to entry of the Final Order.
- 22. **Interest and Fees.** With respect to the DIP Facility Commitment, the DIP Facility includes, among other things, a payable-in-kind interest rate of 8.00%, with a default interest rate of an additional 2.00%, and requires the Debtors to pay certain fees including reasonable and documented legal fees and out-of-pocket expenses incurred in connection with the DIP Facility. Additionally, the DIP Facility provides a payable-in-kind closing fee of 1.5% on the New Money Loans only and no exit fee, ticking fee, or other similar fees regularly charged by DIP lenders.

Further the DIP interest rate and fee structure were proposed by the Debtors and their advisors and, after a review of the market for DIP financing, agreed by the DIP Lender in the amounts proposed by the Debtors.

- 23. The fees and terms of the DIP Facility were the subject of arm's-length and good-faith negotiations between the Debtors and the Prepetition Lender and are integral components of the overall terms of and were required as consideration for the extension of postpetition financing. Under the current circumstances, I believe that the fees, rates, and costs provided for in the DIP Term Sheet are reasonable and competitive in the current market environment.
- 24. The Roll-Up Loans. The DIP Facility contemplates a "roll-up" of up to \$187.5 million of the Prepetition Loans plus the LC Exposure into the DIP Facility. The inclusion of the Roll-Up Loans is a material component of the structure of the DIP Facility and was the subject of arm's length negotiations between the Debtors and the Prepetition Lender, which required the Roll-Up Loans as a necessary condition to their commitment to provide postpetition financing. I believe the Debtors' eventual agreement to the Roll-Up Loans construct as contemplated by the DIP Term Sheet is required under these circumstances and necessary to obtain critical financing, and, by extension, maintain ordinary course operations for the benefit of all parties in interest. The Debtors' negotiations yielded an agreement under which the Roll-Up Loans will not be effectuated until entry of a Final Order and not at all in the event the Debtors are able to obtain alternative financing prior to entry of the Final Order.
- 25. **Milestones**. The DIP Term Sheet also contains certain milestones that the Debtors must meet throughout these Chapter 11 Cases. The milestones were negotiated by the Debtors and the DIP Lender as a condition to providing the DIP Facility and are the result of extensive good faith and arm's length negotiations between the Debtors and the DIP Lender, and provide the

Debtors materially more time to market their assets and complete a sale than originally proposed by the DIP Lender. The milestones are an integral component of the DIP Facility. I have reviewed these milestones and I believe they are achievable to implement a value-maximizing sales process.

26. The DIP Facility is critical to the Debtors' ability to pay the administrative costs of the Chapter 11 Cases and should provide the Debtors with sufficient liquidity to operate their business without creating a "priming" or valuation dispute at the outset of the Chapter 11 Cases. The DIP Facility, therefore, should provide a path to a comprehensive value-maximizing sales process that the Debtors believe is important to protect operations and maximize value for all stakeholders.

The DIP Facility was Negotiated in Good Faith and At Arm's Length

- 27. My team and I, along with the Debtors' other advisors, actively negotiated the terms and provisions of the DIP Facility on behalf of the Debtors in the weeks leading up to the Petition Date. The process was marked by extensive negotiations to achieve the best available terms for the Debtors for what ultimately became the DIP Term Sheet. During that time, the parties exchanged term sheets and mark-ups in an effort to reach the best available material terms under the circumstances, and as described above, such negotiations resulted in a more favorable DIP Facility than the DIP Lender offered at the outset of the negotiations.
- 28. I believe the fees and rates to be paid under the proposed DIP Facility were the subject of arm's-length and good-faith negotiations between the Debtors and the DIP Lender, are an integral component of the overall terms of the proposed DIP Facility, and were required by the DIP Lender as consideration for extending postpetition financing. I believe that the fees, rates, and other economics provided for in the DIP Facility are reasonable under the circumstances.
- 29. In connection therewith, I had a substantial number of discussions and meetings with the Debtors' management team and advisors regarding the quantum of capital needed and the

potential forms that a financing and/or restructuring could take. Based on those discussions and meetings, my experience in restructuring, and my familiarity with the Debtors and their operations, I do not believe it would be possible to administer these chapter 11 cases, operate the Debtors' business in the ordinary course, and pay administrative costs during these cases without the DIP Facility. I believe the Debtors require immediate access to the DIP Facility to meet their near-term working capital needs, stabilize their operations, and fund the costs of administering these cases.

Conclusion

30. Based on my experience with DIP financing transactions, as well as my involvement in the negotiation of the DIP Facility and pursuit of alternative post-petition financing proposals, I believe that the terms of the DIP Facility are necessary under the circumstances and were the product of good faith, arm's-length negotiations.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing statements are true and correct.

/s/ Brendan J. Murphy

February 1, 2023

Brendan J. Murphy

Exhibit 3

SUMMARY OF PROPOSED TERMS AND CONDITIONS FOR DIP FINANCING AND USE OF CASH COLLATERAL

IEH Auto Parts Holding LLC <u>et al.</u>, as Debtors and Debtors-in-Possession January 31, 2023

This term sheet, dated January 31, 2023 ("<u>DIP Term Sheet</u>"), is a summary of the terms pursuant to which, subject to certain conditions set forth herein, the DIP Lender (as defined below) agrees to provide debtor in possession financing to IEH Auto Parts Holding LLC, which, together with each of its direct and indirect subsidiaries, will have filed chapter 11 cases in the Bankruptcy Court (as defined below) (collectively, the "<u>Debtors</u>"). The consummation of such financing is subject to authorization and approval by the Bankruptcy Court and the terms and conditions set forth in this DIP Term Sheet, upon execution by the parties.

DIP Borrower:	IEH AUTO PARTS HOLDING LLC, as debtor and debtor in possession (the " <u>DIP Borrower</u> ") under Chapter 11 of the United States Bankruptcy Code (the " <u>Bankruptcy Code</u> ") in the jointly administered cases of the DIP Borrower and certain of its subsidiaries (collectively, the " <u>Cases</u> " of the " <u>Debtors</u> ") in the United States Bankruptcy Court for the Southern District of Texas (the " <u>Bankruptcy Court</u> "), commenced on the date the Debtors file their Chapter 11 petitions (the " <u>Petition Date</u> ").
DIP Guarantors:	All obligations under the DIP Facility (as defined below), this DIP Term Sheet, and the DIP Documents (as defined below) will be unconditionally guaranteed by the following direct and indirect subsidiaries of the DIP Borrower: IEH AUTO PARTS PUERTO RICO, INC., IEH BA LLC, IEH AIM LLC, IEH AUTO PARTS LLC, AP ACQUISITION COMPANY CLARK LLC, AP ACQUISITION COMPANY NEW YORK LLC, AP ACQUISITION COMPANY MASSACHUSETTS LLC, AP ACQUISITION COMPANY WASHINGTON LLC, AP ACQUISITION COMPANY MISSOURI LLC, AP ACQUISITION COMPANY MISSOURI LLC, AP ACQUISITION COMPANY GORDON LLC, AUTO PLUS AUTO SALES LLC and AP ACQUISITION COMPANY NORTH CAROLINA LLC (such parties, the "DIP Guarantors").
Prepetition Lender:	American Entertainment Properties Corp. ("AEP") in its capacity as Lender (in such capacity, the "Prepetition Lender") under that certain Credit and Guaranty Agreement, dated as of August 13, 2021 (as amended, restated, amended

	and restated, supplemented or otherwise modified (including by Amendment No. 5 thereto dated January 30, 2023), the "Prepetition Credit Agreement"), providing for the previously extended Loans (as defined in the Prepetition Credit Agreement) and other extensions of credit thereunder (the "Prepetition Debt"), and related prepetition collateral and loan documents related thereto (collectively, the "Prepetition Loan Documents" and all Obligations (as defined in the Prepetition Credit Agreement) thereunder, the "Prepetition Loans"), each as assigned to AEP by Icahn Enterprises Holdings, L.P. (the "Prior Prepetition Lender") pursuant to that certain Assignment and Assumption dated as of January 30, 2023. Prepetition Lender to be permitted to freely assign the Prepetition Loans to any of its affiliates, without consent or restrictions.
DIP Lender:	AEP, in its capacity as Lender under the DIP Facility (defined below) (the "DIP Lender"). DIP Lender to be permitted to freely assign to any of its affiliates the DIP Facility Loans (including after the Final Order (defined below), the Roll-Up Loans), without consent or restrictions.
DIP Facility:	The DIP Lender will provide to the DIP Borrower a priming, senior secured, superpriority debtor-in-possession credit facility (the "DIP Facility") consisting of (i) a multiple-draw delayed draw term loan facility in the aggregate maximum principal amount of up to \$75 million (the "DIP Facility Commitment" and the portion thereof drawn by the Debtors, the "New Money Loans") and (ii) upon entry of the Final Order, a (x) conversion of all of the Prepetition Loans to loans under the DIP Facility (the "Roll-Up Loans") and (y) letter of credit facility pursuant to which all LC Exposure (under and as defined in the Prepetition Credit Agreement) outstanding on such date will be converted to LC Exposure (to be defined in the DIP Documents) under the DIP Facility (the "DIP LC Facility" and, any funding obligations of the DIP Lender thereunder, together with the Roll-Up Loans and together with the loans made upon the funding of the DIP Facility Commitment, the "DIP Facility Loans"). Upon the conversion of the Roll-Up Loans and the LC Exposure (under and as defined in the Prepetition Credit Agreement) in connection herewith upon entry of the Final Order, the Prepetition Loans and LC Exposure (under and as defined in the Prepetition Credit Agreement) shall cease to be indebtedness under the Prepetition Credit Agreement and shall be deemed DIP Obligations (as defined below) and DIP Facility Loans in all respects, including for purposes of having the benefit of

	Section 364(e) of the Bankruptcy Code.
	The DIP Facility will be made available to the DIP Borrower through an initial maximum aggregate amount of up to \$35 million (the "Interim Advance") following the entry of the Interim Order (defined below). The balance of the DIP facility will be available only upon and after entry of the Final Order, with draws no more frequently than bi-weekly absent exigent circumstances demonstrated by the Borrower. Pending the entry of the Final Order, the DIP Lender shall be afforded all of the protections contained in the Interim Order.
Use of DIP Proceeds and Cash Collateral:	The DIP Facility Loans and Cash Collateral (as defined below) may be used only for:
	i. post-petition working capital and maintenance capital expenditure purposes of the Debtors;
	ii. current interest, fees, and expenses under the DIP Facility;
	iii. payment of adequate protection expenses for the Prepetition Lender;
	iv. the allowed administrative costs and expenses of the Cases, including professional fees and expenses;
	v. payment of prepetition claims authorized by the Bankruptcy Court;
	vi. any forecasted cash outlays included in any Approved Budget; or
	vii. as otherwise agreed;
	in each case, solely in accordance with the Approved Budget and the applicable Financing Order (each as defined below) incorporating the terms hereof.
	All cash and cash equivalents of the Debtors, whenever or wherever acquired, and the proceeds of all collateral pledged to the DIP Lender, constitute cash collateral, as contemplated by section 363 of the Bankruptcy Code ("Cash Collateral").
DIP Facility Interest Rate and Fees:	The New Money Loans shall accrue interest at 8.00%, with a default interest rate of an additional 2.00%, each of which shall be payable monthly in kind and added to the principal balance of the DIP Facility.
	The Roll-Up Loans shall accrue interest at 3.50%, which shall be payable monthly in kind and added to the principal balance

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	of the DIP Facility; <u>provided that</u> the DIP Lender reserves its rights to assert default interest of an additional 2.00% in connection with the confirmation of a plan of liquidation or reorganization for the Debtors.
	The DIP Facility shall provide for a closing fee of 1.5% percent of the DIP Facility Commitment, which shall be added to the principal balance of the DIP Facility on the Closing Date.
Priority and Security:	Subject to the Carve-Out (as defined below), all obligations of the DIP Borrower under the DIP Facility (the "DIP Obligations") shall be:
	i. entitled to superpriority claim status under section 364(c)(1) of the Bankruptcy Code with priority over all administrative expense claims and unsecured claims existing as of the Petition Date or arising thereafter under the Bankruptcy Code, including, without limitation, the prepetition claims and adequate protection claims of the Prepetition Lender, subject only to the Carve-Out (the "DIP Superpriority Claims"). The DIP Superpriority Claims may be repaid from any cash of the Debtors, including without limitation, Cash Collateral and, following entry of the Final Order, the proceeds of Avoidance Actions (as defined below) and property received or recovered thereby (the "Avoidance Action Proceeds");
	ii. secured, pursuant to section 364(c)(2) of the Bankruptcy Code, by valid, enforceable, first priority, fully perfected security interests in and liens on all of the Debtors' rights in property of the Debtors' estates as of the Petition Date that, as of the Petition Date, were unencumbered (and do not become perfected subsequent to the Petition Date as permitted by section 546(b) of the Bankruptcy Code) (including, following entry of the Final Order, Avoidance Action Proceeds) (such liens, subject only to the Carve-Out);
	iii. secured, pursuant to section 364(c)(3) of the Bankruptcy Code, by valid, enforceable, fully perfected security interests in and liens on all of the Debtors' rights in property of the Debtors' estates as of the Petition Date that, as of the Petition Date, were subject to valid, perfected and non-avoidable liens and unavoidable liens in existence immediately prior to the Petition Date, if any, that are perfected subsequent to the Petition Date as permitted by section 546(b) of the Bankruptcy Code (the

- "<u>Permitted Prior Liens</u>"), which security interests and liens shall be junior and subordinate only to such Permitted Prior Liens and the Carve-Out;
- iv. secured, pursuant to section 364(d)(1) of the Bankruptcy Code, by valid, enforceable, priming first priority, fully perfected security interests in and liens upon all of the Debtors' rights in property of the Debtors' estates as of the Petition Date, and all of the Debtors' rights in property acquired post-petition (and proceeds thereof), whether now existing or hereafter acquired or arising, that secure the Prepetition Debt (such lien, together with the liens described in clauses (i) through (iii) above, the "<u>DIP Liens</u>" and the collateral described in clauses (i)—(iv) above, collectively, the "<u>DIP Collateral</u>"), which liens shall be subject to the Carve-Out.

The DIP Collateral shall also include any and all rents, issues, products, offspring, proceeds and profits generated by any item of DIP Collateral.

Subject to the entry of the Final Order, liens on proceeds of any of the estate's causes of action under Chapter 5 of the Bankruptcy Code ("Avoidance Actions").

The DIP Liens shall not be subject or subordinate to (i) any lien or security interest that is avoided and preserved for the benefit of any Debtor and their estates under section 551 of the Bankruptcy Code, (ii) any liens arising after the Petition Date including, without limitation, any liens or security interests granted in favor of any federal, state, municipal or other governmental unit, commission, board or court for any liability of any Debtor, or (iii) any intercompany or affiliate liens of any Debtor.

The DIP Collateral will be free and clear of other liens, claims and encumbrances, except valid, perfected, enforceable and unavoidable liens, rights of recoupment enforceable in bankruptcy, and rights of setoff permissible under section 553 of the Bankruptcy Code, in each case except as otherwise agreed by the applicable creditor or lienholder, as applicable, in existence as of the Petition Date and permitted pursuant to the Prepetition Loan Documents, if any, and any other Permitted Prior Liens.

The DIP Liens will automatically attach to the DIP Collateral and become valid and perfected immediately upon entry of the Interim Order without the requirement of any further action by the DIP Lender; provided that if the DIP Lender determines to

¹ The DIP Loan Documents shall include a schedule of Permitted Prior Liens.

	[[] [] [] [] [] [] [] [] [] [
	file any financing statements, notice of liens or similar instruments, the Debtors will cooperate and assist in any such filings and the automatic stay shall be modified to allow such filing.
Adequate Protection:	Subject in all cases to the Carve-Out (as defined below), the Prepetition Lender shall receive adequate protection for the Debtors' use of the collateral securing the Prepetition Loans, including, but not limited to:
	i. payment of all interest accruing under the Prepetition Loan Documents at the Applicable Rate (as defined in the Prepetition Loan Documents) as and when due pursuant to the Prepetition Loan Documents, to be paid in kind; provided that the Prepetition Lender reserves its rights to assert default interest pursuant to the Prepetition Loan Documents in connection with the confirmation of a plan of liquidation or reorganization for the Debtors;
	ii. replacement liens and security interests in DIP Collateral and superpriority administrative expense claims under sections 503 and 507 of the Bankruptcy Code, in each case (and as applicable) junior only to the DIP Liens, Permitted Prior Liens, DIP Obligations, and the Carve-Out (as defined below), to the extent of any diminution in the value of the Prepetition Lender's interest in any Cash Collateral or other Prepetition Collateral (defined below) arising as a result of (A) the use, sale, or lease of Cash Collateral or other collateral, (B) the granting of priming liens to secure the DIP Facility or (C) the imposition of the automatic stay;
	iii. reimbursement by the Debtors of the reasonable and documented fees, costs, and out-of-pocket expenses incurred or accrued by the Prepetition Lender (to include all unpaid prepetition reasonable and documented fees, costs, and out-of-pocket expenses) in connection with any and all aspects of the Debtors' Cases; and
	iv. delivery of reporting and information as provided for herein.
	The foregoing adequate protection liens will automatically attach to the DIP Collateral and become valid and perfected immediately upon entry of the Interim Order without the requirement of any further action by the Prepetition Lender; provided, that if the Prepetition Lender determines to file any financing statements, notice of liens or similar instruments,

	the Debtors will cooperate and assist in any such filings and
	the automatic stay shall be modified to allow such filing.
	Subject to the entry of the Final Order, liens on the proceeds of any Avoidance Actions.
Closing Date:	The first business date on which the DIP Conditions Precedent below shall have been satisfied and the making of the Interim Advance shall have occurred (the "Closing Date"), which is expected to be within one (1) business day of entry of the Interim Order.
DIP Conditions Precedent:	The closing of the DIP Facility and the Debtors' right to use Cash Collateral will be subject to the satisfaction of all conditions precedent to be set forth in this DIP Term Sheet deemed necessary or appropriate by the DIP Lender, including but not limited to:
	 no later than 2 days prior to the Petition Date, the DIP Lender shall have received a cash forecast for the period from the Petition Date through the Scheduled Maturity Date (as defined below) setting forth projected cash flows and disbursements similar in form to the initial DIP budget provided to AEP on January 12, 2023 and acceptable to the DIP Lender (the "Initial Approved Budget");
	ii. the Debtors shall have provided the DIP Lender with a copy of the "first day" motions, including the cash management motion, and proposed orders to be filed with the Bankruptcy Court in connection with the commencement of the Cases;
	iii. orders approving all "first day" motions other than the Interim Order (as defined below) shall have been entered (including without limitation the cash management order), and shall be in form and substance reasonably acceptable to the DIP Lender;
	iv. other than as set forth herein, the Debtors shall not have executed, entered into or otherwise committed to any plan or restructuring support agreement or any other agreement or understanding concerning the terms of a chapter 11 plan or other exit strategy without the consent of the DIP Lender;
	v. an interim debtor-in-possession financing order, substantially on the terms contemplated in this DIP Term Sheet (and otherwise acceptable to the DIP Lender in its sole discretion) (the "Interim Order"), shall have been entered by the Bankruptcy Court

	within five (5) days following the Petition Date and shall not have been vacated, reversed or stayed, appealed, or modified or amended without the prior written consent of the DIP Lender. Notwithstanding anything to the contrary contained herein, funding of the Interim Advance shall be subject to entry of the Interim Order, and funding of the balance of the DIP Facility Commitments and continued authority to use Cash Collateral shall be subject to entry, within thirty-five (35) days following the Petition Date, of a final debtor-in-possession financing/use of cash collateral order, substantially on the terms contemplated by this DIP Term Sheet and in form and substance acceptable to the DIP Lender (the "Final Order" and, together with the Interim Order, collectively, the "Financing Orders"), which shall not have been vacated, reversed or stayed, appealed (and for which the appeal period has expired or has been waived), or modified or amended without the prior written consent of the DIP Lender;
	vi. reimbursement in full in cash of the DIP Lender's and Prepetition Lender's reasonable and documented out- of-pocket costs and expenses; and
	vii. such other deliverables as the DIP Lender may reasonably require.
	Modification of the Financing Orders shall require the consent of the DIP Lender in its sole discretion.
Conditions Precedent to All Credit Extensions:	The obligations of the DIP Lender to make any DIP Facility Loan will be subject to conditions precedent customarily found in loan documents for similar debtor-in-possession financings, including, but not limited to:
	i. (a) with regard to the Interim Advance, the Interim Order shall have been entered in a form acceptable to the DIP Lender in its sole and exclusive discretion and shall be in full force and effect, shall not have been vacated or reversed, and shall not be subject to any stay and (b) with regard to the balance of the DIP Facility Loans, the Final Order shall have been entered in a form acceptable to the DIP Lender in its sole and exclusive discretion and shall be in full force and effect, shall not have been vacated or reversed, and shall not be subject to any stay;
	ii. With regard to all DIP Facility Loans other than the Interim Advance, a definitive credit agreement (the " <u>DIP Credit Agreement</u> ") and related security

	agreement(s) and guarantees, security documents other agreements, instruments and docur required by the DIP Lender (collectively, and tog with the DIP Credit Agreement, the Documents") shall have been executed and delive by the Debtors to the DIP Lender, in form substance acceptable to the DIP Lender in its sol exclusive discretion; iii. the DIP Borrower shall be in compliance with terms of the Interim Order or the Final Order applicable; iv. with regard to any credit extension after the Cle Date, all "second day orders" approving on a basis any first day orders intended to be entered prior to the date of entry of the Final Order shall been entered by the Bankruptcy Court, sha acceptable to the DIP Lender, in its sole and excl discretion, shall be in full force and effect, shall have been vacated or reversed, shall not be subject a stay and shall not have been modified or ame other than as acceptable to the DIP Lender in its and exclusive discretion;	ments either "DIP wered and e and h the er, as osing final on or have ll be usive ll not eact to ended
	v. the Approved Budget shall demonstrate a need for funds to be advanced under such credit exterwithin the next two weeks, there shall be at leweeks between each drawing, and the DIP Borreshall have delivered at 3 business days prior trapplicable draw date (or such shorter period a DIP Lender may agree in its sole discretion borrowing notice showing the proposed use of funds within the next two weeks in accordance an Approved Budget that was approved within the week;	rower of the state on) a such with
	vi. the Debtor shall have provided a certific confirming that all of the representations warranties of the Debtors in this DIP Term She the DIP Documents, as applicable, remain true correct, unless otherwise agreed by the DIP Le and	and eet or e and
	vii. there shall be no defaults or Events of Default the in this DIP Term Sheet or the DIP Documen applicable, or any defaults or Events of Default have been waived by the DIP Lender.	ts, as
Milestones:	Subject to Bankruptcy Court availability, each of the De will agree to comply with the following deadlines (each	

which may be extended or waived with the prior written consent of the DIP Lender, which may be by e-mail, without further order of the Bankruptcy Court) (collectively, the "Milestones"):

i. The Bankruptcy Court shall have entered the Interim Order by the date that is no later than five days after the Petition Date.

ii. The Bankruptcy Court shall have entered the Final Order by the date that is no later than 35 days after the Petition Date.

- iii. The Debtors shall file, by the date that is no later than 10 days after the Petition Date, a motion to sell all or substantially all of the Debtors' assets through a sale pursuant to section 363 of the Bankruptcy Code in form and substance reasonably acceptable to the DIP Lender (the "Sale Motion").
- iv. The Bankruptcy Court shall have entered an order approving the bidding procedures of the sale contemplated by the Sale Motion (the "Sale") by the date that is no later than 45 days after the Petition Date.
- v. The Bankruptcy Court shall have entered an order approving the Sale by the date that is no later than 110 days after the Petition Date.
- vi. The Sale shall be consummated by the date that is no later than 120 days after the Petition Date.
- vii. A liquidating chapter 11 plan shall be consummated by the date that is no later than 90 days after consummation of the Sale.

The extension of any Milestone is subject to the consent of the DIP Lender at its sole discretion.

Representations and Warranties:

Upon the funding of the Interim Advance, the Debtors shall be deemed to have made the representations and warranties set forth in Article III (other than Section 3.13) of the Prepetition Credit Agreement, as applied to this DIP Term Sheet and the DIP Facility *mutatis mutandis* (it being understood and agreed that any representation or warranty which by its terms is made as of a specified date therein shall be required to be true and correct in all material respects as of the date of the Interim Advance) and the representations and warranties set forth below:

	 i. The orders of the Bankruptcy Court related to the financing contemplated by the DIP Facility remain in full force and effect and have not been vacated, stayed, reversed, modified or amended without the prior written consent of the Lender; and ii. the Debtors have not failed to disclose any material assumptions with respect to the Initial Approved Budget and affirm the reasonableness of the assumptions in the Initial Approved Budget in all material respects.
	material respects.
Prepayments:	The DIP Borrower may voluntarily, at any time, prepay any of the DIP Obligations and/or reduce the commitments under the DIP Facility at par plus accrued interest. Until the DIP Facility has been repaid in full, the following mandatory prepayments will be required to be made toward the DIP Facility within three (3) business days of receipt by
	any Debtor: (i) 100% of any net cash proceeds from any asset disposition; (ii) 100% of any proceeds received (x) under any insurance policy on account of the damage or destruction of any assets or property of any Debtor and (y) due to any taking or condemnation of any assets or property; (iii) 100% of the net cash proceeds of the incurrence or issuance of any indebtedness or equity by any Debtor; provided that no Debtor
	shall incur or issue any additional postpetition superpriority indebtedness or liens unless such amount shall be sufficient to prepay the DIP Facility in cash in full; (iv) 100% of any proceeds received or any cash received by or paid to or for the account of any Debtor not in the ordinary course of business, including but not limited to tax refunds, pension plan reversions, indemnity payments and any purchase price adjustments (other than casualty and condemnation event
	proceeds) and (v) the consummation of the Sale.

Reporting and Information:

Following the Closing Date, the Debtors shall be subject to the reporting and information covenants set forth in Sections 5.01 and 5.02 (other than 5.01(g)) of the Prepetition Loan Documents, modified in a customary manner to reflect the nature and tenor of the DIP Facility.

Without limiting the generality of the foregoing, the Debtors shall deliver to the DIP Lender (i) Variance Reports (as defined below); (ii) copies of any pleadings or motions to be filed by or on behalf of any Debtor in the Cases at least three (3) days prior to such filing (or, if not practicable, as soon as reasonably practicable), (iii) all notices required to be given to all parties specified in any Financing Order; and (iv) such other information (including access to the Debtors' books, records, personnel and advisors during normal business hours) as the DIP Lender may reasonably request. All such reporting shall be in form and with sufficient detail as is acceptable to the DIP Lender in its sole discretion.

Budget; Variance Covenant; Other Financial Covenants:

The Debtors shall prepare for the DIP Lender's review and approval a thirteen-week (13-week) detailed rolling cash projection similar in form to the 13-week cash projection provided to AEP on January 12, 2023, which shall be thereafter updated, as necessary, but shall not be updated less than once every two weeks (each, a "Proposed Budget"). Upon the Debtors' receipt of the DIP Lender's approval (in its sole discretion and exclusive) of a Proposed Budget, such budget shall become an "Approved Budget" and shall replace the then-operative Approved Budget for all purposes. The Initial Approved Budget shall be the Approved Budget until such time as a new Proposed Budget is approved, following which such Proposed Budget shall constitute the Approved Budget until a subsequent Proposed Budget is approved. The Debtors shall operate in accordance with the Approved Budget and all disbursements shall be consistent with the provisions of the Approved Budget (subject to the Permitted Variance (as defined below)). The Debtors may submit additional Proposed Budgets to the DIP Lender, but until the DIP Lender approves such Proposed Budget, it shall not become an Approved Budget and the Debtors shall continue to comply with the then-operative Approved Budget. The DIP Lender's failure to respond to any submitted Proposed Budget within three (3) business days following submission thereof shall be deemed to be the DIP Lender's approval of the same, whereupon such Proposed Budget shall constitute an Approved Budget.

Beginning on February 23 (the "<u>Initial Reporting Date</u>"), and on each Thursday thereafter (collectively with the Initial Reporting Date, each a "<u>Reporting Date</u>"), the Debtors shall deliver to the DIP Lender, in a form consistent with the form

of the Approved Budget, a variance report describing in reasonable detail, by line item, (i) the actual disbursements of the Debtors and actual receipts during the applicable Testing Period (as defined below); and (ii) any variance (whether positive or negative, expressed as a percentage) between the actual receipts or disbursements, as applicable, during such Testing Period against the estimated receipts or disbursements, as applicable, for the applicable Testing Period, as set forth in the applicable Approved Budget (a "Variance Report").

As used herein, "<u>Testing Period</u>" shall mean the one week period ending on the Sunday immediately preceding the applicable Reporting Date. The last day of each Testing Period shall be a "Testing Date").

As of any applicable Testing Date:

- Cash receipts may vary from the Approved Budget by no more than the following: (a) 20.00% for the Testing Dates ending on or prior to March 5, 2023 and (b) 15.00% for each Testing Date thereafter (the "Cash Receipt Variance");
- 2. Cash disbursements may vary from the Approved Budget by no more than 15% for the Purchasing Cards and other G&A line items (the "<u>Line Item Disbursement Variance</u>"); and
- 3. Cash disbursements may vary from the Approved Budget by no more than 110% on an aggregate basis for all disbursement line items (taken together), excluding (a) line items within the Debtor Counsel, Debtor Advisors, UCC Advisors, and Other Professional Fees categories and (b) the line items described in (2), above (the "Aggregate Disbursement Variance" and, collectively with the Cash Receipt Variance and Line Item Disbursement Variance, the "Permitted Variances");

provided, that the Debtors may carry forward favorable variances on a line-item basis from the immediately preceding Testing Period when calculating the Permitted Variances for (1) and (3) above, and from the immediately preceding two Testing Periods when calculating the Permitted Variances for (2) above.

The Debtors shall be deemed to be in compliance with the Approved Budget for all purposes under this DIP Term Sheet and the Financing Orders unless, as of any Testing Date, the Debtors' actual cash receipts or disbursements vary from the

	Approved Budget by more than the applicable Permitted Variance as measured on any Testing Date (the "Variance Covenant").
Affirmative Covenants:	The Debtors shall (i) perform the affirmative covenants set forth in Article V of the Prepetition Credit Agreement other than Sections 5.01(g), 5.09 and 5.14, in each case, as applied to this DIP Term Sheet and the DIP Facility <i>mutatis mutandis</i> , and (ii) meet the case Milestones set forth herein.
Negative Covenants:	Following the Closing Date, the Debtors shall be subject to the following negative covenants as set forth in Article VI of the Prepetition Credit Agreement, as applied to this DIP Term Sheet and the DIP Facility <i>mutatis mutandis</i> :
	i. Section 6.01 (without giving effect to the exceptions set forth in clauses (d), (e), (h), (i) and (j), of such section);
	ii. Section 6.02 (without giving effect to the exceptions set forth in clauses (d), (e), (g) or (i) of such section);
	iii. Section 6.03 (without giving effect to the exceptions set forth in clauses (i), (ii) and (iii) of clause (a) of such section);
	iv. Section 6.04 (without giving effect to the exceptions set forth in clauses (a) and (i) of such section);
	v. Section 6.05 (without giving effect to the exceptions set forth in clauses (e) and (g) of such section) (other than the Sale);
	vi. Section 6.06 (without giving effect to any exception contained therein);
	vii. Section 6.07 (without giving effect to any exception contained therein);
	viii. Section 6.08 (without giving effect to any exception contained therein) (except as expressly provided for in the Approved Budget or pursuant to orders entered by the Bankruptcy Court upon pleadings in form and substance reasonably satisfactory to the DIP Lender);
	ix. Section 6.09 (without giving effect to the exceptions set forth in clauses (ii) or (iii) of such section); and
	x. Section 6.10.
	In addition to the above negative covenants, the Debtors shall

	Prepetition Approve Bankrup reasonab right of sall borro	nake any payments of any kind on account of the on Debt (except as expressly provided for in the d Budget or pursuant to orders entered by the tcy Court upon pleadings in form and substance ly satisfactory to the DIP Lender) or (ii) assert any subrogation or contribution against any Debtor until wings under the DIP Facility are paid in full and the nents thereunder are terminated.
Events of Default:	events of (o), (p), Agreeme Facility the follow	of Default" under the DIP Facility shall include f default set forth in clauses (a), (b), (c), (k), (l), (n), (q) and (r) of Article VII of the Prepetition Credit ent, as applied to this DIP Term Sheet and the DIP mutatis mutandis, as well as the occurrence of any of wing without the advance written consent of the DIP in its sole discretion:
	2 1	the Interim Order at any time ceases to be in full force and effect, or shall be vacated, reversed or stayed, or modified or amended, or shall not have been entered within 5 days after the Petition Date;
	2 1	the Final Order at any time ceases to be in full force and effect, or shall be vacated, reversed or stayed, modified or amended, or shall not have been entered within 35 days after the Petition Date;
	r	Failure of the Debtors to comply in any material respect with the terms of the applicable Financing Order;
	(((((i (s	the failure of any Debtor to (a) comply with the Variance Covenant, (b) have an Approved Budget; (c) comply with any negative covenant or certain other customary affirmative covenants in the DIP Term Sheet or with any other covenant or agreement contained in the Financing Orders or DIP Documents in any respect or (d) comply with any other covenant or agreement contained in this DIP Term Sheet subject, in the case of the foregoing clause (d), to a grace period of 5 days;
	(t (I !	other than payments authorized by the Bankruptcy Court and which are set forth in the Approved Budget to the extent authorized by one or more "first day" or other orders reasonably satisfactory to the DIP Lender, any Debtor shall make any payment (whether by way of adequate protection or otherwise) of principal or interest or otherwise on account of any prepetition indebtedness or payables;

- vi. any of the Cases shall be dismissed or converted to a case under Chapter 7 of the Bankruptcy Code; a Chapter 11 trustee or an examiner (other than a fee examiner) with enlarged powers relating to the operation of the business of any Debtor (powers beyond those expressly set forth in section 1106(a)(3) and (4) of the Bankruptcy Code) shall be appointed, (b) any other superpriority claim or grant of any other lien (including any adequate protection lien) other than as provided for herein which is pari passu with or senior to the claims and liens of the DIP Lender shall be granted in any of the Cases, or (c) the filing of any pleading by any Debtor seeking or otherwise consenting to or supporting any of the matters set forth in clause (a) or clause (b) of this subsection (vi);
- vii. the Bankruptcy Court shall enter one or more orders during the pendency of the Cases granting relief from the automatic stay to the holder or holders of any lien evidencing indebtedness in excess of \$200,000 to permit foreclosure (or the granting of a deed in lieu of foreclosure or the like) on assets of any Debtor;
- viii. the Debtors petition the Bankruptcy Court to obtain additional financing *pari passu* or senior to the DIP Facility;
- ix. the Debtors' "exclusive period" under section 1121 of the Bankruptcy Code for the filing of a plan of reorganization terminates;
- x. the consummation of a sale of any material portion of the DIP Collateral (other than through the contemplated Sale or a sale in the ordinary course of business that is contemplated by the Approved Budget);
- xi. the confirmation of a plan of reorganization or liquidation that does not provide for payment in full in cash of the DIP Facility Loans or such other treatment acceptable to DIP Lender, or any Debtor proposes or supports, or fails to contest in good faith, the entry of such a plan of reorganization or liquidation;
- xii. any Debtor (A) engages in or supports any challenge to the validity, perfection, priority, extent or enforceability of the DIP Facility or the liens on or security interest in the assets of the Debtors securing the DIP Obligations, including without limitation seeking to equitably subordinate or avoid the liens

- securing such indebtedness or (B) engages in or supports any investigation or asserts any claims or causes of action (or directly or indirectly support assertion of the same) against the DIP Lender;
- xiii. the entry of an order by the Bankruptcy Court in favor of any statutory committee appointed in these Cases by the U.S. Trustee (each, a "Committee"), any ad hoc committee, or any other party in interest, (i) sustaining an objection to claims of the DIP Lender, or (ii) avoiding any liens held by the DIP Lender (provided, that the foregoing shall not be deemed to prohibit the investigation by any such committee of any such claims or liens in respect of the Obligations (as defined in the Prepetition Credit Agreement));
- xiv. the allowance of any claim or claims under section 506(c) of the Bankruptcy Code against any of the DIP Collateral;
- xv. the inaccuracy in any material respect of any representation of any Debtor when made or deemed made;
- xvi. the failure to meet any Milestone;
- xvii. entry of an order by the Bankruptcy Court in favor of any Committee, any ad hoc committee, or any other party in interest, (i) granting such party standing to pursue any claims against the DIP Lender, the Prepetition Lender, and/or the Prior Prepetition Lender, (ii) sustaining an objection to claims of the DIP Lender, (iii) avoiding any liens held by the DIP Lender, (iv) sustaining an objection to claims of the Prepetition Lender, or (v) avoiding any liens held by the Prepetition Lender except as otherwise agreed by the Prepetition Lender in writing (provided, that the foregoing shall not be deemed to prohibit the investigation by any such committee of any such claims or liens in respect of the Prepetition Loans); and

xviii. the Termination Date (as defined below) shall have occurred.

Upon the occurrence and during the continuance of any Event of Default, and without further application to the Bankruptcy Court, the automatic stay provisions of Section 362 of the Bankruptcy Code shall be vacated and modified to the extent necessary to permit the DIP Lender to take any of the

following actions, at the same or different time:

- 1) issue a written notice (the "<u>Remedies Notice</u>") (which may be by email) to the Debtors and their counsel, counsel for any Committee, and the U.S. Trustee (the "<u>Remedies Notice Parties</u>") declaring the occurrence of the Termination Date (as defined below);
- 2) issue a Carve-Out Notice (as defined below);
- declare all DIP Obligations to be immediately due and payable without presentment, demand or protest or other notice of any kind, all of which are expressly waived by the Debtors;
- 4) declare the suspension or termination of the DIP Facility as to any further liability or obligation of the DIP Lender thereunder, but without affecting the DIP Liens or DIP Obligations (the "Termination Notice");
- 5) terminate, as applicable, the right of the Debtors to use Cash Collateral; *provided that* the Debtors may use Cash Collateral during the Remedies Notice Period and any other period authorized by the Bankruptcy Court; and
- 6) charge the default rate of interest under the DIP Facility.

During the five (5) days immediately following the date the DIP Lender delivers a Remedies Notice to the Remedies Notice Parties (the "Remedies Notice Period"), the DIP Lender and/or Debtors may seek an emergency hearing (a "Stay Relief Hearing") to determine whether an Event of Default has occurred. In the event the Bankruptcy Court determines during a Stay Relief Hearing that an Event of Default has occurred, the Court may fashion an appropriate remedy, which may include the exercise of any and all rights available to the DIP Lender under this DIP Term Sheet, the DIP Credit Agreement, the Interim Order, and/or the Final Order, as applicable.

Upon expiration of the Remedies Notice Period, unless ordered otherwise by the Court, the automatic stay provisions of Section 362 of the Bankruptcy Code shall be vacated and modified without further order of the Bankruptcy Court to the extent necessary to permit the DIP Lender to exercise any and all remedies against the DIP Collateral permitted under state law.

Maturity/Termination Date:	The DIP Facility and the Debtors' right to use Cash Collateral (as applicable) shall automatically terminate without further notice or court proceedings on the earliest to occur of:
	 i. six months after the Petition Date (the "<u>Scheduled</u> <u>Maturity Date</u>");
	ii. the effective date of a plan of reorganization or liquidation for the Debtors confirmed in the Cases;
	iii. reserved;
	iv. the date of termination of the commitments under the DIP Facility and/or acceleration of any outstanding borrowings under the DIP Facility, in each case, by the DIP Lender following the occurrence of an Event of Default and upon the delivery of a Termination Notice to the Remedies Notice Parties, in each case, subject to the Debtors' right to use Cash Collateral during the Remedies Notice Period as set forth above, and pending the outcome of the Stay Relief Hearing;
	v. the first business day on which the Interim Order expires by its terms or is terminated, unless the Final Order has been entered and become effective prior thereto;
	vi. the conversion of any of the Cases to a case under chapter 7 of the Bankruptcy Code unless otherwise consented to in writing (which may be e-mail) by the DIP Lender;
	vii. the dismissal of any of the Cases, unless otherwise consented to in writing (which may be e-mail) by the DIP Lender; and
	viii. the repayment in full in cash of all obligations and termination of all commitments under the DIP Facility
	(the " <u>Termination Date</u> "), unless extended, with the prior written consent (which may be by e-mail) of the DIP Lender.
Carve-Out:	Notwithstanding anything to the contrary in this DIP Term Sheet, or the Financing Orders, the DIP Facility and the Adequate Protection shall be subject and subordinate to the Carve-Out.
	The Carve-Out shall include (a) all fees required to be paid to the Clerk of the Court and to the Office of the United States Trustee under section 1930(a) of title 28 of the United States

Code plus interest at the statutory rate (without regard to the Carve-Out Notice), (b) all reasonable fees and expenses up to \$50,000 incurred by a trustee under section 726(b) of the Bankruptcy Code (without regard to the Carve-Out Notice), (c) to the extent allowed by the Bankruptcy Court at any time, unpaid fees and expenses ("Allowed Professional Fees") of estate professionals incurred through the date of delivery of a Carve-Out Notice (defined below) up to the amounts for such professional included in the Approved Budget through the date of the Carve-Out trigger notice, and (d) to the extent allowed by the Bankruptcy Court at any time, up to \$750,000 of fees and expenses incurred by persons or firms retained by (i) the Debtors pursuant to Sections 327, 328, or 363 of the Bankruptcy Code or (ii) any committee appointed in the cases ((i) and (ii) together, the "Estate Professionals") after the first business day following delivery of a Carve-Out Notice (excluding, for the avoidance of doubt, any success fee, transaction fee, deferred fee or other similar fee set forth in any professional's engagement letter, the amounts set forth in this clause (d) being the "Post Carve-Out Notice Cap").

"Carve-Out Notice" means a written notice (which may be by email) by the DIP Lender to the Debtors, Debtors' counsel, the U.S. Trustee, and counsel to any Committee stating that the Post Carve-Out Notice Cap has been invoked, which notice may be delivered only following the occurrence and during the continuation of an Event of Default.

Delivery of a Carve-Out Notice shall constitute a demand to the Debtors to utilize all cash on hand (including the proceeds of DIP Facility Loans) to fund a reserve in an amount equal to the Carve-Out, which shall be earmarked and held in trust to pay unpaid fees and expenses incurred by Estate Professionals, to the extent allowed by the Bankruptcy Court at any time, prior to any and all other claims in the Cases (the "Carve-Out Reserve").

All funds in the Carve-Out Reserve shall be used first to pay the obligations set forth in clauses (a)-(d) in the above definition of "Carve-Out" until paid in full, and second, to pay the DIP Lender until paid in full. Notwithstanding anything to the contrary in this DIP Term Sheet or the Financing Orders, the failure of the Carve-Out Reserve to satisfy in full the fees of Estate Professionals shall not affect the priority of the Carve-Out.

Credit Bidding:

The Final Order shall provide that subject to the Challenge Period (defined below), the Prepetition Lender and DIP Lender, respectively, shall have the right to credit bid (pursuant to section 363(k) of the Bankruptcy Code and/or applicable law) the DIP Facility Loans and Prepetition Loans,

	in whole or in part, in connection with any sale or disposition of assets by the Debtors in the Cases and shall not be prohibited from making such credit bid "for cause" under section 363(k) of the Bankruptcy Code.
DIP Facility Amendments:	In order to amend, waive, or modify provisions related to this DIP Term Sheet or any of the DIP Documents, the express written consent of the DIP Lender shall be required.
Section 506(c) Waiver:	The Final Order shall include a ruling that, except to the extent of the Carve-Out, no expenses of administration of the Cases or any future proceeding that may result therefrom, including liquidation in bankruptcy or other proceedings under the Bankruptcy Code, shall be charged against or recovered from any DIP Collateral pursuant to section 506(c) of the Bankruptcy Code or any similar principle of law, without the prior written consent of the DIP Lender, and no such consent shall be implied from any other action, inaction, or acquiescence by the DIP Lender; and the Debtors shall irrevocably waive and shall be prohibited from asserting any claim described in this paragraph, under section 506(c) of the Bankruptcy Code or otherwise, for any costs and expenses incurred in connection with the preservation, protection or enhancement of, or realization by the DIP Lender upon the DIP Collateral.
No Marshaling:	The Final Order shall provide that the DIP Lender may exercise all remedies available under this DIP Term Sheet, the DIP Documents, and Prepetition Loan Documents, as applicable, without any requirement first to look to exercise any of its or their rights against any particular collateral or party or to exhaust any remedies available to it or them against any particular collateral or party or to resort to any other source or means of obtaining payment of any of such obligations or to elect any other remedy. Subject to entry of the Final Order, in no event shall any of the DIP Lender be subject to the equitable doctrine of "marshaling" or any other similar doctrine with respect to the collateral securing the DIP Facility Loans or the Prepetition Debt.
Section 552(b):	The Final Order shall provide that the DIP Lender shall be entitled to all of the rights and benefits of section 552(b) of the Bankruptcy Code, the "equities of the case" exception under sections 552(b)(i) and (ii) of the Bankruptcy Code shall not apply to such parties with respect to the proceeds, products, rents, issues or profits of any of their collateral, and no expenses of administration of the Cases or any future proceeding that may result therefrom, including liquidation in bankruptcy or other proceedings under the Bankruptcy Code, may be charged against proceeds, product, offspring or profits from any of the collateral under section 552(b) of the

Bankruptcy Code.

Furthermore, subject to entry of the Final Order, the Debtors and their estates shall be deemed to have irrevocably waived and have agreed not to assert any claim or right under sections 552 or 726 of the Bankruptcy Code to avoid the imposition of the liens of the DIP Lender on any property acquired by any of the Debtors or any of their estates or to seek to surcharge any costs or expenses incurred in connection with the preservation, protection or enhancement of, or realization by, the DIP Lender upon the DIP Collateral or the Prepetition Collateral (as defined below), as applicable.

Acknowledgement/Stipulations:

Subject to entry of the Final Order, each of the following stipulations, admissions, and agreements below shall be binding upon the Debtors, the assets of their bankruptcy estates (the "Estates"), and any successors thereto (including, without limitation, any chapter 7 or chapter 11 trustee appointed or elected for any of the Debtors) under all circumstances and for all purposes. After consultation with their attorneys and financial advisors, and without prejudice to the rights of parties in interest pursuant to the paragraph below titled "Challenge Period," the Debtors, on their own behalf and on behalf of their Estates, admit, stipulate, acknowledge, and agree as follows (collectively, the "Debtors' Stipulations"):

- i. All Prepetition Loan Documents are valid, binding, and enforceable by the Prepetition Lender against each of the relevant Debtors.
- ii. As of the Petition Date, each of the Debtors was indebted and liable, without any objection, defense, counterclaim, recoupment, challenge, or offset of any kind, to the Prepetition Lender pursuant to the Prepetition Loan Documents, in the principal amount of not less than \$187,994,803.06, plus, in each case, all accrued or hereafter accruing and unpaid interest thereon and any additional amounts, charges, fees and expenses (including any attorneys', accountants', appraisers' and financial advisors' fees and expenses that are chargeable or reimbursable under the Prepetition Loan Documents as to such Debtor) now or hereafter due under the Prepetition Loan Documents (all obligations of each Debtor arising under any Prepetition Loan Documents, including all loans, advances, debts, liabilities, principal, interest, fees, charges, expenses and obligations for the performance of covenants, tasks or duties, or for the payment of monetary amounts owing to the Prepetition Lender by such Debtor, of any kind or

- nature, whether or not evidenced by any note, agreement or other instrument, shall be referred to herein collectively as the "<u>Prepetition Obligations</u>"), which Prepetition Obligations are legal, valid, and binding obligations of each relevant Debtor and no portion of which is subject to avoidance, disallowance, reduction, recharacterization, subordination, or other challenge pursuant to the Bankruptcy Code or applicable non-bankruptcy law.
- iii. Pursuant to the Prepetition Loan Documents and to the extent set forth therein, as of the Petition Date, each Debtor granted to the Prepetition Lender or Prior Prepetition Lender, as applicable, to secure such Debtor's Prepetition Obligations, a valid, duly authorized, non-voidable, binding, perfected, first-priority security interest in the Collateral (as specified more fully in the Prepetition Loan Documents and referred to in this DIP Term Sheet as the "Prepetition Collateral").
- The Debtors have a critical need to obtain postpetition iv. financing under the DIP Facility and to use Cash Collateral, as applicable, to, among other things, pay the costs and expenses associated with administering these Cases, continue the orderly operation of the Debtors' business, maximize and preserve the Debtors' going concern value, make lease and other contractual payments, and satisfy other working capital and general corporate purposes, in each case, in accordance with the Approved Budget, and to provide adequate protection. The Debtors do not have sufficient available sources of working capital and financing to operate their businesses or maintain their properties in the ordinary course of business without access to the DIP Facilities and the authorized use of Cash Collateral, as applicable.
- v. In light of the Debtors' facts and circumstances, the Debtors would be unable to obtain (i) adequate unsecured credit allowable either (a) under sections 364(b) and 503(b)(1) of the Bankruptcy Code, or (b) under section 364(c)(1) of the Bankruptcy Code, (ii) adequate credit secured by (a) a senior lien on unencumbered assets of their estates under section 364(c)(2) of the Bankruptcy Code, and (b) a junior lien on encumbered assets under section 364(c)(3) of the Bankruptcy Code, or (iii) secured credit under section 364(d)(1) of the Bankruptcy Code from sources other than the DIP Lender on terms more favorable than the terms of the DIP Facility. The only

- viable source of secured credit available to the Debtors, other than the use of Cash Collateral, is the DIP Facility. The Debtors require both additional financing under the DIP Facility and the continued use of Cash Collateral, as applicable, under the terms of this DIP Term Sheet and subject to the Final Order, to satisfy their postpetition liquidity needs. The DIP Lender has indicated a willingness to provide the Debtors with certain financing commitments, and the Prepetition Lender authorize the use of Prepetition Collateral, including Cash Collateral, but solely on the terms and conditions set forth in this DIP Term Sheet and subject to the Final Order.
- vi. Accordingly, after considering all of their practical alternatives, the Debtors have concluded, in an exercise of their sound business judgment, that the financing to be provided by the DIP Lender pursuant to the terms of this DIP Term Sheet represents the best financing currently available to the Debtors.
- vii. Good cause has been shown for immediate entry of this the Interim Order pursuant to Bankruptcy Rules 4001(b)(2) and (c)(2) and Local Rule 4001-2. Entry of the Interim Order is in the best interest of the Debtors, their estates and creditors. The terms of this DIP Term Sheet (including the Debtors' continued use of the Prepetition Collateral, including Cash Collateral) are in the best interest of the Debtors' estates under the circumstances, reflect the Debtors' exercise of prudent business judgment consistent with their fiduciary duties, and are supported by reasonably equivalent value and fair consideration for the Prepetition Lender's consent thereto.
- The Debtors, the DIP Lender and the Prepetition viii. Lender have negotiated the terms and conditions of this DIP Term Sheet (including the Debtors' continued use of the Prepetition Collateral, including Cash Collateral) in good faith and at arm's length, and any credit extended and loans made to the Debtors pursuant to this DIP Term Sheet and the Debtors' Stipulations shall be, and hereby are, deemed to have been extended, issued or made, as the case may be, in "good faith" within the meaning of section 364(e) of the Bankruptcy Code. Subject to the paragraph below titled "Challenge Period," the Prepetition Lender is entitled to receive adequate protection as set forth herein pursuant to sections 361, 362, 363 and 364 of the Bankruptcy Code for any diminution in the value of the Prepetition Collateral, including Cash

	Collateral, resulting from the automatic stay or the Debtors' use, sale or lease of the Prepetition Collateral, including Cash Collateral, during these Cases. Subject to entry of the Final Order, the Debtors shall provide a full release to the DIP Lender, which would not bind the Committee or other party in interest until the expiration of the period described in the paragraph below titled "Challenge Period."
Challenge Period:	The Financing Orders shall establish a deadline that (i) in the case of any Committee, is within 60 days from the Committee's formation, which deadline shall be subject to extension by (x) agreement of the Committee, the Debtors and the Prepetition Lender, or (y) by order of the Court, or (ii) in the case of any other party in interest, is within 45 days of the Petition Date, by which the Committee, or any creditor or other party-in-interest (in any case, which has obtained the requisite standing) must commence an adversary proceeding, if at all, against the Prepetition Lender or the Prior Prepetition Lender for the purpose of challenging the validity, extent, priority, perfection and enforceability of the prepetition secured debt under the Prepetition Loan Documents, or the liens, claims and security interests in the Prepetition Collateral in favor of the Prepetition Lender or the Prior Prepetition Lender, or otherwise asserting any claims or causes of action against the Prepetition Lender or the Prior Prepetition Lender on behalf of the Debtors' estates; provided, however, that nothing contained in this DIP Term Sheet or the Financing Orders shall be deemed to confer standing on any Committee or any other party in interest to commence such an adversary proceeding. If such an adversary proceeding is not commenced within such period, then the Prepetition Lender and Prior Prepetition Lender shall automatically receive full waivers and releases provided in the Financing Orders and the liens of the Prepetition Lender and Prior Prepetition Lender, as applicable, shall be valid, perfected, enforceable and unavoidable without any further action by the Prepetition Lender or Prior Prepetition Lender under the terms of the Financing Orders.
No Priming or Pari Passu Liens:	No order shall be entered authorizing or approving any liens or encumbrances on the DIP Collateral or the Prepetition Collateral, as applicable, senior to or <i>pari passu</i> with the liens of the Prepetition Lender other than the liens of the DIP Lender.
Restrictions on Use of DIP Facility Loans and Cash	None of the Carve-Out, any Cash Collateral, the DIP Facility Loans, the DIP Collateral, or the Prepetition Collateral may be used to challenge the amount, validity, perfection, priority or

	0 111 0 11 00
Collateral: Payment of Expenses:	enforceability of, or assert any defense, counterclaim or offset to, the DIP Facility, this DIP Term Sheet, or the DIP Documents or the Prepetition Debt or the Prepetition Loan Documents, or the security interests and liens securing any of the DIP Obligations or the Prepetition Debt, or to fund prosecution or assertion of any claims, or to otherwise litigate against the DIP Lender, provided that up to \$25,000 shall be made available to the Committee for investigation costs in respect of the stipulations contemplated below or otherwise set forth in the Financing Orders. The reasonable and documented fees and out-of-pocket expenses incurred or accrued by the DIP Lender (the foregoing to include all unpaid reasonable and documented prepetition fees, out-of-pocket costs and expenses incurred by the DIP Lender in connection with the DIP Facility) in connection with any and all aspects of the Debtors' Cases shall be timely paid upon receipt of an invoice or other request for payment in accordance with the Financing Orders.
Indemnification:	The Debtors shall agree to indemnify and hold harmless the DIP Lender (solely in its capacity as DIP Lender) and each of its respective affiliates and each of their respective officers, directors, employees, agents, advisors, attorneys and representatives (each, an "Indemnified Party") from and against any and all claims, damages, losses, liabilities and expenses (including, without limitation, reasonable and documented fees and out-of-pocket expenses of counsel), that may be incurred by or asserted or awarded against any Indemnified Party (including, without limitation, in connection with any investigation, litigation or proceeding or the preparation of a defense in connection therewith), arising out of or in connection with or by reason of the DIP Facility, or any of transactions contemplated hereby, except to the extent arising from an Indemnified Party's gross negligence or willful misconduct. In the case of an investigation, litigation or other proceeding to which the indemnity in this paragraph applies, such indemnity shall be effective whether or not such investigation, litigation or proceeding is brought by any of the Debtors, any of their respective directors, security holders or creditors, an Indemnified Party or any other person or an Indemnified Party is otherwise a party thereto and whether or not the transactions contemplated hereby are consummated.
Reservation of Rights:	The adequate protection provisions contained herein shall be without prejudice to the rights of the Prepetition Lender to seek any other, further or additional adequate protection. Nothing in the DIP Term Sheet or the Financing Orders shall be deemed to waive, modify or otherwise impair the rights of the Prepetition Lender, and the Prepetition Lender shall expressly reserve all of its rights and remedies under the Prepetition Loan Documents and applicable law. Without

	limiting the foregoing, nothing in the DIP Term Sheet or the Financing Orders shall have the effect of, or shall be construed as having the effect of amending or waiving any covenant, term or provision of the Prepetition Loan Documents, or any rights or remedies of the Prepetition Lender thereunder, including (without limitation) any right to require strict compliance with such covenant, term or provision despite any consent or agreement contained in the DIP Term Sheet or the Financing Orders.
Fiduciary Duties:	Notwithstanding anything to the contrary in this DIP Term Sheet or the Financing Orders, or any other document, order, or instrument, nothing in the DIP Term Sheet or the Financing Orders shall require the Debtors, the Debtors' board of directors, or any similar governing body of the Debtors, after consulting with counsel, to take any action or to refrain from taking any action with respect to any alternative financing transaction to the extent taking or failing to take such action would be inconsistent with applicable law or its fiduciary obligations under applicable law. To extent of any conflict between this provision and any other provision in this DIP Term Sheet, this provision will control.
Miscellaneous:	This summary of terms and conditions does not purport to summarize all of the conditions, covenants, representations, warranties and other provisions that would be contained in definitive credit documentation for the DIP Facility contemplated hereby, all of which shall be acceptable to the DIP Lender.
Governing Law:	The laws of the State of New York (excluding the laws applicable to conflicts or choice of law), except as governed by the Bankruptcy Code.

IN WITNESS WHEREOF, this DIP Term Sheet is duly executed as of the date first set forth above.

IEH AUTO PARTS HOLDING LLC IEH BA LLC IEH AIM LLC

By: _____

Name: Michael Neyrey

Title: Chief Executive Officer

IEH AUTO PARTS LLC

AP ACQUISITION COMPANY NEW YORK LLC
AP ACQUISITION COMPANY MASSACHUSETTS
LLC

AP ACQUISITION COMPANY WASHINGTON LLC AP ACQUISITION COMPANY MISSOURI LLC AP ACQUISITION COMPANY GORDON LLC AP ACQUISITION COMPANY CLARK LLC AP ACQUISITION COMPANY NEW YORK LLC AP ACQUISITION COMPANY NORTH CAROLINA LLC

IEH AUTO PARTS PUERTO RICO, INC.

By:

Name: Michael Neyrey

Title: Chief Executive Officer and Director

AUTO PLUS AUTO SALES LLC

By: _____

Name: Steve Shipman Title: Vice President

Exhibit 4

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AutoPlus Initial DIP Budget January 31, 2023

January 31, 2023																								
		Forecast																						
		Post-Petition																						
Week Ending ¹		2/5/2023		2/12/2023		2/19/2023		2/26/2023		3/5/2023		3/12/2023		3/19/2023		3/26/2023		4/2/2023		4/9/2023		4/16/2023		4/23/2023
Net Cash Receipts	\$	4,603,000	\$	14,652,000	\$	14,652,000	\$	9,603,000	\$	9,405,000	\$	14,355,000	\$	14,355,000	\$	9,405,000	\$	8,712,000	\$	14,850,000	\$	14,850,000	\$	11,781,000
Methodology Disbursements																								
Employee Wages & Benefits	\$	388,004	\$	5,655,371	\$	418,311	\$	5,583,589	\$	388,004	\$	5,655,371	\$	418,311	\$	5,583,589	\$	388,004	\$	5,655,371	\$	418,311	\$	5,583,589
Employee Bonus								172,544				360,944								172,544				
Rent & Utilities		19,480		69,000		162,236		119,838		4,036,598		155,002		169,270		132,906		4,026,604		143,696		116,735		118,174
Insurance		- 074 000		407.744		1,805,123		-		328,764		-		-		-		328,764		407.744		-		-
IT & Communications Taxes		274,686 547,383		137,714 289,257		520,888 10,494		357,943		430,460 282,976		225,449 78,997		520,888 51,824		288,643		204,686 1,747,376		137,714 41,005		523,024 23,486		289,288 1,115,000
	_	,	_	,	_		_		_		_		_		_		_		_		_		_	
Total Methodology Disbursements	\$	1,229,553	\$	6,151,341	\$	2,917,051	\$	6,233,914	\$	5,466,802	\$	6,475,762	\$	1,160,293	\$	6,005,138	\$	6,695,434	\$	6,150,329	\$	1,081,556	\$	7,106,052
Non-Methodology Disbursements	\$	0.000.074	¢.	6 524 422	¢.	2 607 100	¢.	2 742 407	•	4 266 027	Φ.	4 570 707	¢.	E 770 046	r.	4 404 135	Φ.	4 000 F30	Φ	4 716 450	¢.	E 0E0 001	œ.	E 206 1E4
Merchandise Transportation	Ф	9,908,071 804,428	Ф	6,534,423 763,489	\$	3,697,189 804,428	\$	3,743,407 763,489	\$	4,266,037 926,831	\$	4,579,787 885,891	\$	5,778,216 926,831	Ф	4,494,135 885,891	\$	4,809,530 638,544	\$	4,716,450 597,605	\$	5,050,901 638,544	\$	5,206,154 597,605
Purchasing Cards		004,420		500,000		500,000		500,000		500,000		500,000		500,000		500,000		500,000		500.000		500,000		500,000
Ocean Freight		231,512		231,512		272,462		272,462		272,462		272,462		272,462		272,462		272,462		194,462		194,462		194,462
Contractors		34,727		273,286		90,249		172,897		34,727		273,286		90,249		172,897		34,727		273,286		90,249		172,897
Ordinary Course Professionals		124,983		197,790		73,116		38,640		124,983		144,795		73,116		23,551		124,983		49,795		73,116		23,551
Other G&A		323,648		506,056		348,644		396,193		318,741		417,386		226,468		424,425		305,977		385,979		244,361		416,182
Total Non-Methodology Disbursements	\$	11,427,369	\$	9,006,555	\$	5,786,088	\$	5,887,088	\$	6,443,781	\$	7,073,606	\$	7,867,341	\$	6,773,361	\$	6,686,222	\$	6,717,575	\$	6,791,633	\$	7,110,850
Operating Cash Flow	\$	(8,053,922)	\$	(505,896)	\$	5,948,861	\$	(2,518,002)	\$	(2,505,584)	\$	805,632	\$	5,327,366	\$	(3,373,500)	\$	(4,669,656)	\$	1,982,096	\$	6,976,810	\$	(2,435,902)
Cumulative Operating Cash Flow		(8,053,922)		(8,559,818)		(2,610,957)		(5,128,959)		(7,634,543)		(6,828,910)		(1,501,544)		(4,875,044)		(9,544,700)		(7,562,604)		(585,794)		(3,021,696)
Non-Operating Disbursements																								
D&O	\$	-	\$	-	\$	-	\$	-	\$		\$	-	\$	- :	\$	-	\$	-	\$	-	\$	-	\$	-
DIP Interest		-		-		-		-		233,333		-		-		-		1,749,651		-		-		-
TSA Reimbursement			_	<u>-</u>		<u> </u>			_	70,000		<u>-</u>		<u> </u>			_	70,000		<u> </u>				<u> </u>
Total Non-Operating Disbursements	\$	-	\$	-	\$	-	\$	-	\$	303,333	\$	-	\$	- :	\$	-	\$	1,819,651	\$	-	\$	-	\$	-
Restructuring Costs																								
Total Professional Fees	\$	750,000	\$	275,000	\$	483,333	\$	383,333	\$	1,358,333	\$	356,667	\$	356,667	\$	356,667	\$	456,667	\$	1,211,667	\$	336,667	\$	336,667
Other Restructuring Costs																								
U.S. Trustee Fees	\$	-	\$	-	\$	-	\$	_	\$	-	\$	-	\$	- :	\$	-	\$	-	\$	-	\$	-	\$	-
Critical Vendor		-		5,000,000		5,000,000		5,000,000		5,000,000		5,000,000		5,000,000		-		-		-		-		-
Foreign Vendor		-		1,083,333		1,083,333		1,083,333		1,083,333		1,083,333		1,083,333		-		-		-		-		-
Shipperman's		-		500,000		500,000		500,000		500,000		500,000		500,000		-		-		-		-		-
503(b)(9)		-		2,833,333		2,833,333		2,833,333		2,833,333		2,833,333		2,833,333		-		-		-		-		-
DIP Financing Fee		-		250,000		-		-		-		-		-		-		-		-		-		-
Independent Director	_			<u>-</u>					_			<u>-</u>	_	<u>-</u> .			_			<u>-</u>			_	<u>-</u>
Other Restructuring Costs		-		9,666,667		9,416,667		9,416,667		9,416,667		9,416,667		9,416,667		-		-		-		-		-
Total Restructuring Costs	\$	750,000	\$	9,941,667	\$	9,900,000	\$	9,800,000	\$	10,775,000	\$	9,773,333	\$	9,773,333	\$	356,667	\$	456,667	\$	1,211,667	\$	336,667	\$	336,667
Total Disbursements	\$	13,406,922	\$	25,099,562	\$	18,603,139	\$	21,921,002	\$	22,988,917	\$	23,322,701	\$	18,800,967	\$	13,135,166	\$	15,657,974	\$	14,079,571	\$	8,209,856	\$	14,553,569
Beginning Cash (Book)	\$	3,888,062	\$	12,584,140	\$	2,136,578	\$	15,685,439	\$	3,367,436	\$	11,783,519	\$	2,815,818	\$	6,369,851	\$	2,639,685	\$	1,693,711	\$	2,464,140	\$	9,104,283
Net Cash Flow		(8,803,922)		(10,447,562)		(3,951,139)		(12,318,002)		(13,583,917)		(8,967,701)		(4,445,967)		(3,730,166)		(6,945,974)		770,429		6,640,144		(2,772,569)
DIP Draw (Repayment)		17,500,000		-		17,500,000		-		22,000,000		-		8,000,000		-		6,000,000		· <u>-</u>		· · ·		-
Ending Cash (Book)	\$	12,584,140	\$	2,136,578	\$	15,685,439	\$	3,367,436	\$	11,783,519	\$	2,815,818	\$	6,369,851	\$	2,639,685	\$	1,693,711	\$	2,464,140	\$	9,104,283	\$	6,331,715
Debt Rollforward		,,	_	_,,,,,,,,	_	,,	Ť	2,221,122	Ť	, ,	Ť	_,-,-,-,-	Ť	-,,	_	_,,,,,,,,	Ť	.,,	Ť	_,,,,,,,	Ť	-,,	÷	5,551,115
Beginning DIP Balance	\$		\$	17,500,000	¢	17,500,000	ė	35,000,000	e	35,000,000	¢	57,000,000	¢	57,000,000	œ	65,000,000	¢	65,000,000	\$	71,000,000	\$	71,000,000	e	71,000,000
	φ		φ	17,300,000	Ψ		φ	33,000,000	φ		φ	37,000,000	Ψ		Ψ	33,000,000	φ		ψ	, 1,000,000	Ψ	, 1,000,000	Ψ	, 1,000,000
Draw (Repayment)	_	17,500,000	_		_	17,500,000	_		_	22,000,000	_		_	8,000,000	_		_	6,000,000	_		_		_	
Ending DIP Balance	\$		\$		\$	35,000,000	\$	35,000,000	\$	57,000,000	\$		\$	65,000,000	\$	65,000,000	\$, ,	\$		\$		\$	71,000,000
DIP Availability		57,500,000		57,500,000		40,000,000		40,000,000		18,000,000		18,000,000		10,000,000		10,000,000		4,000,000		4,000,000		4,000,000		4,000,000
DIP Commitment	\$	75,000,000	\$	75,000,000	\$	75,000,000	\$	75,000,000	\$	75,000,000	\$	75,000,000	\$	75,000,000	\$	75,000,000	\$	75,000,000	\$	75,000,000	\$	75,000,000	\$	75,000,000

^{1.} The week ended February 5, 2023 represents the period of February 1, 2023 through February 5, 2023

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AutoPlus Initial DIP Budget January 31, 2023

January 51, 2025		-		=				-		-		-		F						5
		Forecast		Forecast		ecast		Forecast		Forecast		Forecast		Forecast		Forecast				Forecast
Week Ending ¹		Post-Petition 4/30/2023		Post-Petition 5/7/2023	Post-Pe	tition 1 2023		Post-Petition 5/21/2023		Post-Petition 5/28/2023		Post-Petition 6/4/2023		Post-Petition 6/11/2023		Post-Petition 6/18/2023		20 -week Total		Post-Sale Plan of Liquidation
Net Cash Receipts	\$	8,712,000	e	14,219,158			e	19,569,760	¢	12,881,507	e	14,698,014	e	13,533,391	e	15.033.391	\$	258.102.331	\$	r lan or Elquidation
•	φ	0,7 12,000	φ	14,219,150	10,232	., 110	Ψ	19,569,760	Ψ	12,001,507	Ф	14,690,014	φ	13,333,391	φ	15,033,391	Ψ	250,102,331	۳	-
Methodology Disbursements Employee Wages & Benefits	\$	295.973	æ	5,675,620		,755	¢.	5,705,927	φ	295.973	φ	5,675,620	d.	367,755	æ	5,705,927	\$	60,226,374	\$	
Employee Wages & Benefits Employee Bonus	Ф	295,973	Ф	172,544	5 30	,755	Ф	5,705,927	Ф	295,973	Ф	172,544	Ф	307,733	Ф	188,400	Ф	1,239,520	Þ	-
Rent & Utilities		141,224		3,908,620	13!	,028		126,791		97,136		4,759,637		78,337		104,265		18,620,577		- 1
Insurance				328.764	100	-,020		120,701		-		328.764				-		3,120,178		_
IT & Communications		15,614		207,822	137	,714		520,888		285,943		204,686		168,858		520,888		5,973,795		-
Taxes		36,727		130,751		,437		3,114		1,141,000		221,881		108,520		3,451		5,840,679		-
Total Methodology Disbursements	\$	489,538	\$	10,424,120	647	,934	\$	6,356,720	\$	1,820,053	\$	11,363,132	\$	723,469	\$	6,522,931	\$	95,021,123	\$	_
Non-Methodology Disbursements																		, ,	'	
Merchandise	\$	7,816,727	\$	7,242,644	8,262	2,917	\$	8,867,390	\$	8,255,722	\$	7,899,683	\$	8,504,104	\$	7,795,898	\$	127,429,387	\$	-
Transportation		638,544		698,840	739	,779		698,840		739,779		595,169		636,108		595,169		14,575,805	'	-
Purchasing Cards		500,000		500,000		,000		500,000		500,000		500,000		500,000		500,000		9,500,000		-
Ocean Freight		194,462		107,285		,285		107,285		107,285		107,285		107,285		107,285		3,899,095		-
Contractors		34,727		34,727		3,286		90,249		172,897		34,727		273,286		90,249		2,717,620		-
Ordinary Course Professionals		18,976		124,983		,790		73,116		38,640		124,983		49,795		73,116		1,773,819		-
Other G&A	_	202,255	_	323,648		3,05 <u>6</u>		418,232	_	396,193		318,741		589,386		226,468		7,195,038		<u>-</u>
Total Non-Methodology Disbursements	\$	9,405,690		9,032,127		,	•	10,755,112		10,210,517	•	-,,	\$	10,659,963	•	9,388,184	\$	167,090,764	\$	-
Operating Cash Flow Cumulative Operating Cash Flow	\$	(1,183,228) (4,204,924)	\$	(5,237,090) \$ (9,442,014)	7,097 (2,344	,063 (951)	\$	2,457,928 112,977	\$	850,937 963,914	\$	(6,245,705) (5,281,791)	\$	2,149,959 (3,131,832)	\$	(877,724) (4,009,556)	\$	(4,009,556) (4,009,556)	\$	-
Non-Operating Disbursements		(1,201,021)		(0, 1 12,0 1 1)	(=,• .	,,,,,		,		000,011		(0,201,101)		(0,101,002)		(1,000,000)		(1,000,000)		
D&O	\$		\$	- \$	t	_	\$		\$	_	Ф		\$	_	Φ.	112,415	\$	112,415	\$	
DIP Interest	Ψ		Ψ	1,749,651	Þ	- 1	Ψ		Ψ		Ψ	1,749,651	Ψ		Ψ	1,049,791	Ψ	6,532,078	Ψ	
TSA Reimbursement				70,000								70,000				1,040,101		280,000		
Total Non-Operating Disbursements	\$		\$	1,819,651	.		\$		\$		<u> </u>	1,819,651	•		•	1,162,206	\$	6,924,493	\$	
Restructuring Costs	Ą	-	Ą	1,019,051 4	,	-	Ą	-	Ψ	-	Ψ	1,619,651	Ф	-	Ą	1,162,206	ð	0,924,493	P	-
Total Professional Fees	\$	336,667	\$	561,667	1.21	.667	s	336.667	\$	336,667	\$	936,667	\$	336,667	\$	(1,378,333)	\$	9,340,000	\$	1,000,000
Other Restructuring Costs	*	555,551	*	00.,00.	.,	,	•	333,333.	•	000,000	•	555,557	*	333,331	•	(1,010,000)	*	3,013,000	*	.,,,,,,,,
U.S. Trustee Fees	\$	250,000	\$	- 9	\$	_	\$	_	\$	_	\$	_	\$	_	\$	250,000	\$	500,000	\$	100,000
Critical Vendor	•	-	Ψ.	- `	•	_	•	_	Ψ.	_	Ψ	_	Ψ.	_	•	-	*	30,000,000	*	
Foreign Vendor		-		-		-		-		-		-		-		-		6,500,000		-
Shipperman's		-		-		-		-		-		-		-		-		3,000,000		-
503(b)(9)		-		-		-		-		-		-		-		-		17,000,000		-
DIP Financing Fee		-		_		_		-		-		-		-		-		250,000		-
Independent Director				50,000				-				50,000		<u> </u>		_		100,000		150,000
Other Restructuring Costs		250,000		50,000		-		-		-		50,000		-		250,000		57,350,000		250,000
Total Restructuring Costs	\$	586,667	\$	611,667	1,21	,667	\$	336,667	\$	336,667	\$	986,667	\$	336,667	\$	(1,128,333)	\$	66,690,000	\$	1,250,000
Total Disbursements	\$	10,481,895	\$	21,887,566	12,340	,713	\$	17,448,499	\$	12,367,237	\$	23,750,038	\$	11,720,099	\$	15,944,988	\$	335,726,380	\$	1,250,000
Beginning Cash (Book)	\$	6,331,715	\$	8,561,820	893	3,412	\$	6,778,809	\$	8,900,070	\$	9,414,340	\$	362,317	\$	2,175,609	\$	3,888,062	\$	1,264,012
Net Cash Flow		(1,769,895)		(7,668,408)	5,88	,397		2,121,261		514,270		(9,052,023)		1,813,292		(911,597)		(77,624,050)		(1,250,000)
DIP Draw (Repayment)		4,000,000		_		_		_		_		_		_				75,000,000		-
Ending Cash (Book)	\$	8,561,820	\$	893,412	6,778	,809	\$	8,900,070	\$	9,414,340	\$	362,317	\$	2,175,609	\$	1,264,012	\$	1,264,012	\$	14,012
Debt Rollforward		-,,						-,,		, , , , , , , , , , , , , , , , , , , ,		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		, ,,,,,,,,		, , , , , , , , , , ,		, , ,,,,		,,,=
Beginning DIP Balance	\$	71,000,000	s	75.000.000	75,000	000	\$	75.000.000	\$	75.000.000	\$	75,000,000	\$	75,000,000	\$	75,000,000	\$		\$	
Draw (Repayment)	Ψ	4,000,000	Ψ	. 5,000,000	, ,,,,,,,	,,,,,,,,	Ψ	. 5,555,556	Ψ	. 0,000,000	Ÿ	. 0,000,000	Ψ	. 0,000,000	Ψ.	. 0,000,000	Ψ	75,000,000	۳	•
` ' * ' '	_		_	75.000.000	. ==	-	_	75.000.000	_	75.000.000	_	75.000.000	_	75.000.000	_	75.000.000	_		-	<u> </u>
Ending DIP Balance	\$	75,000,000	\$	75,000,000	75,000	,000	\$	75,000,000	\$	75,000,000	\$	75,000,000	\$	75,000,000	\$	75,000,000	\$	75,000,000	\$	-
DIP Availability	•	75 000 000	c	75 000 000	75.00	-	¢.	75 000 000	æ	75 000 000	ø	75 000 000	ø	75 000 000	c c	75 000 000	\$	75 000 000	6	-
DIP Commitment	\$	75,000,000	Þ	75,000,000 \$	\$ 75,000	,000	Þ	75,000,000	Þ	75,000,000	Þ	75,000,000	Þ	75,000,000	Þ	75,000,000	Þ	75,000,000	\$	-

Exhibit 5

Casse 223-900054 Document 1312-15 Fileed in TIX SHB on 022/001/223 Pragge 12 of f 237

			Account Name /	Average Monthly	Half of Average	Prepetition Deposit or	Proposed Adequate
Utility Provider	Provider's Address	Service(s) Provided	Number(s)	Expenditure	Monthly Expenditure	L/C (if any)	Assurance
VILLAGE OF CHESTER	47 MAIN STREET CHESTER, NY 10918	Sewer	12900	1,228.92	645.18	-	645.18
MILFORD SEWER DEPARTMENT	PO BOX 644 MILFORD, MA 01757-0644	Sewer	5631	97.17	51.01	-	51.01
EPB FIBER OPTICS	PO BOX 182251	Internet	C10282170	86.63	45.48	-	45.48
CULLIGAN OF FORT MYERS	CHATTANOOGA, TN 37422-7251 PO BOX 62208	Water Cooler	1188366	32.01	16.81		16.81
	FORT MYERS, FL 33906 PO BOX 1627					-	
CITY OF PARKERSBURG	PARKERSBURG, WV 26102-1627	Fire	108991400	74.30	39.00	-	39.00
ARMSTRONG	PO BOX 37749 PHILADELPHIA, PA 19101-5049	Internet	50302801	147.45	77.41	-	77.41
MEDFORD HEATING	188 ROUTE 70 MEDFORD, NJ 8055	Fuel Heating Oil	7894091	833.52	437.60	-	437.60
CONNEAUT LAKE JOINT MUNICIPAL	PO BOX 277 CONNEAUT LAKE, PA 16316	Sewer	1002320000	30.00	15.75	-	15.75
ECONOMY HEATING	P.O. BOX 298	Fuel Heating Oil	4456901	1,286.55	675.44	-	675.44
FPL	PORT CRANE, NY 13833 GENERAL MAIL FACILITY	Electric	2815267576	190.55	100.04		100.04
	MIAMI, FL 33188-0001 GENERAL MAIL FACILITY						
FPL	MIAMI, FL 33188-0001	Electric	9471128570	340.44	178.73	-	178.73
ATMOS ENERGY	PO BOX 740353 CINCINNATI, OH 45274	Gas	3028078329	1,324.94	695.59	-	695.59
DUQUESNE LIGHT CO	PO BOX 371324 PITTSBURGH, PA 15250	Electric	7563671519	33.44	17.56	-	17.56
WEST PENN POWER	ALLEGHENY ENERGY AKRON, OH 44309	Electric	100093715082	70.56	37.04	-	37.04
CONSTELLATION ELEC	PO BOX 4640	Electric	11880866	285.97	150.13		150.13
	CAROL STREAM, IL 60197 PO BOX 56002						
EVERSOURCE CT ELECTRIC	BOSTON, MA 02205-6002 PO BOX 56005	Electric	51111103057	289.84	152.16	-	152.16
EVERSOURCE	BOSTON, MA 2205	Electric	54135348043	54.80	28.77	-	28.77
FPL	GENERAL MAIL FACILITY MIAMI, FL 33188-0001	Electric	2571733126	353.56	185.62	-	185.62
FPL	GENERAL MAIL FACILITY MIAMI, FL 33188-0001	Electric	3963672120	156.57	82.20	-	82.20
FPL	GENERAL MAIL FACILITY	Electric	6716186033	26.89	14.12	-	14.12
NYSEG	MIAMI, FL 33188-0001 PO BOX 847812	Electric	10048645088	149.15	78.30		78.30
	BOSTON, MA 2284 PO BOX 371376					-	
NATIONAL GRID	PITTSBURGH, PA 15250	Outdoor Light	6691284121	24.14	12.67	-	12.67
PENELEC	PO BOX 3687 AKRON, OH 44309	Electric	100067634566	66.11	34.71	-	34.71
LAKELAND ELECTRIC/CITY OF LAKELAND	PO BOX 32006 LAKELAND, FL 33802	Electric	3510444	823.57	432.37	1,668.33	-
DUQUESNE LIGHT CO	PO BOX 371324 PITTSBURGH, PA 15250	Electric	4627397297	119.55	62.76	-	62.76
PSE&G LONG ISLAND (LIPA)	PO BOX 9039	Electric	2086007156	99.85	52.42	-	52.42
CONSTELLATION ELEC	PO BOX 4640	Electric	12410390	399.31	209.64		209.64
	CAROL STREAM, IL 60197 PO BOX 70282						
GRIFFITH ENERGY SERVICES INC	PHILADELPHIA, PA 19176 P.O. BOX 549	Fuel Heating Oil	1159517	652.30	342.46	-	342.46
JOHN B. HULL INC.	GT. BARRINGTON, MA 1230	Fuel Heating Oil	152941	659.57	346.27	-	346.27
EVERGY	PO:219703,419353,219089,219915,219330 KANSAS CITY, MO 64121	Electric	7614424608	1,034.76	543.25	-	543.25
BUELL FUELS LLC	2676 STATE ROUTE 12B DEANSBORO, NY 13328	Fuel Heating Oil	117847	408.12	214.26	-	214.26
CONSTELLATION ELEC	PO BOX 4640	Electric	11853314	438.72	230.33	-	230.33
CONSTELLATION ELEC	CAROL STREAM, IL 60197 PO BOX 4640	Electric	11880840	(24.17)	(12.69)		
	CAROL STREAM, IL 60197 PO BOX 371396						
NATIONAL GRID-MASSACHUSETTS	PITTSBURGH, PA 15250 PO BOX 371396	Electric	1553517008	142.87	75.01	-	75.01
NATIONAL GRID-MASSACHUSETTS	PITTSBURGH, PA 15250	Electric	1612326003	301.88	158.49	-	158.49
NATIONAL GRID-MASSACHUSETTS	PO BOX 371396 PITTSBURGH, PA 15250	Electric	5295836042	33.03	17.34	-	17.34
NATIONAL GRID	PO BOX 371376 PITTSBURGH, PA 15250	Electric	1716356232	330.46	173.49	-	173.49
EVERSOURCE	PO BOX 55215	Gas	71000684325	1,025.25	538.26		538.26
	BOSTON, MA 2205 PO BOX 371835						
NATIONAL FUEL	PITTSBURGH, PA 15250-7835 PO BOX 1423	Gas	339694402	394.18	206.95	-	206.95
CENTERPOINT(02) - INDIANA GAS DIVISION	HOUSTON, TX 77251	Gas	260003014153476000	10,181.38	5,345.22	40,168.00	-
FPL	GENERAL MAIL FACILITY MIAMI, FL 33188-0001	Electric	3562313530	234.65	123.19	136.00	
FPL	GENERAL MAIL FACILITY MIAMI, FL 33188-0001	Electric	4206019566	36.42	19.12	-	19.12
FPL	GENERAL MAIL FACILITY	Electric	5480378420	536.28	281.55	588.00	-
FPL	MIAMI, FL 33188-0001 GENERAL MAIL FACILITY	Electric	8388573530	157.99	82.95		82.95
	MIAMI, FL 33188-0001 PO BOX 371412					-	
PENNSYLVANIA AMERICAN WATER CO	PITTSBURGH, PA 15250	Water	1024210031217780	35.94	18.87	-	18.87
UNITIL-FITCHBURG	PO BOX 981077 BOSTON, MA 02298-1077	Electric	3102116000	1,195.36	627.56	-	627.56

Casse 223-900054 Document 1312-15 Fileed in TIX SHB on 022/001/223 Pragge 131 of f 237

Minimary				Account Name /	Average Monthly	Half of Average	Prepetition Deposit or	Proposed Adequate
Part	Utility Provider		Service(s) Provided			-		
March March 1986	UNITIL-FITCHBURG		Electric	3102478000	18.09	9.50	-	9.50
Profession Pro	FPL	MIAMI, FL 33188-0001	Electric	3018615538	565.55	296.91	-	296.91
March Marc	AEP-COLUMBUS SOUTHERN POWER		Electric	10167468221	189.96	99.73	326.00	-
Marie Mari	JOHN B. HULL INC.	P.O. BOX 549	Fuel Heating Oil	65937	1,107.65	581.52	-	581.52
PRIME PRINCE PRIME PRIME PRIME PRIME PRIME PRIME PRIME	MILFORD WATER DEPARTMENT		Water	5633	35.18	18.47	-	18.47
METATOR MORNER Accidence Marching Basic DOCKOR (1982) DOCKOR (1982) <td>PSE&G LONG ISLAND (LIPA)</td> <td>PO BOX 9039</td> <td>Electric</td> <td>2086005879</td> <td>362.87</td> <td>190.50</td> <td>-</td> <td>190.50</td>	PSE&G LONG ISLAND (LIPA)	PO BOX 9039	Electric	2086005879	362.87	190.50	-	190.50
Marcia	WEST PENN POWER	ALLEGHENY ENERGY	Electric	100093775300	69.38	36.42	-	36.42
Marie	MET-ED	FIRST ENERGY CORP.	Electric	100049737685	117.89	61.89	-	61.89
March Marc	MFT-FD	FIRST ENERGY CORP.	Flectric	100077126678	85.31	44.79	_	44.79
MATERIAN		ALLEGHENY ENERGY						
MORIGAN MORI		·						
Property		AKRON, OH 44309					-	
MISSISSEMENT MISS	POTOMAC EDISON (RPPS)	AKRON, OH 44309	Electric	110088949133	89.51	46.99	-	46.99
METERITORING NO SETTEMPORE N	CONSTELLATION ELEC	CAROL STREAM, IL 60197	Electric	11853310	97.44	51.15	-	51.15
CONSTILLATION LECK	ALGER OIL INC	CHESTERTOWN, MD 21911-0639	Fuel Heating Oil	54010	831.82	436.71	-	436.71
CARDITILATION BLOCK CARDITITATIAL E01972 REDER BEDER	CONSTELLATION ELEC		Electric	11853266	363.29	190.73	-	190.73
CAMINET PRIEMAY (1973) PERTIN 1309310 1959	CONSTELLATION ELEC		Electric	11880847	242.32	127.22	-	127.22
MILMIN ENERGY POR EX PAIDS POR	CONSTELLATION ELEC		Electric	11853370	943.59	495.39	-	495.39
AMDIS ENTRIGY PO BOX 700033 (MICHANAT, OH 16274) Seis 30003524000 285.81 155.81 . 12.993 . 12.993 FIL CONCINATIO, TO HESPET Better 20.9990000 2,481.75 12.993 . 12.993 . 12.993 FIL CONTRAL MAIL PACHITY MANAR, \$13188.00011 Detail 1.044.00 \$0.012 . 0.00 . 26.00 FIL CONTRAL MAIL PACHITY MANAR, \$13189.0001 Better \$188,00011 \$1.00 \$0.00 \$1.0	ALLIANT ENERGY/WP&L		Electric	4176630000	319.14	167.55	-	167.55
PC CARREA MAIL FACILITY Dectif 20090006 2,361.75 1,209.02 . 1,209.02 . 1,209.02 FR CARREA MAIL FACILITY Bectif 4448035128 1,044.80 568.52 . 548.52 FR CARREA MAIL FACILITY Bectif 4448035128 1,044.80 566.12 . 567.12 FECO INTRO MARMAR FISSISSIONS Bectif 345880044 167.40 27.50 . 67.50 PECO INTRO PARMINITY FROCKSSIONS Bectif 3458870910 246.60 129.30 . 6.0 129.30 BGRE POR DIA STOTO Bectif 2579.00 277.66 145.77 . 6.0 157.07 BGRE POR DIA STOTO Bectif 2579.2754640003 333.83 176.07 . 157.00 157.00 CONTELLATION ELEC POR DIA STOTO Bectif 2579.2754640003 388.83 176.07 . 17.50 151.50 CONSTILLATION ELEC POR DIA STOTO Bectif 1259.2754640003 318.83 176.07 . 17.50 151.50 CONSTILLATION EL	ATMOS ENERGY	PO BOX 740353	Gas	3005528420	295.58	155.18	-	155.18
PPL GENERAL MAN FRACUITY MANARY, E 218820001 MAN FRACUITY PRLOBERS OF MAN MAR FACULTY PRLOBERS OF MAN MAR FACULTY PRODUCTION OF MARKET PROCESSING PRUDEUTSCHISCH PRECO EMBRGY PRUDEUTSCHISCH PRUDUUTSCHISCH PRUDUUTSCHISCH PRUDUUTSCHISC	FPL	GENERAL MAIL FACILITY	Electric	203990346	2,361.75	1,239.92	-	1,239.92
PPL GENERAL MAIL FACILITY Bectine 5458850434 96-02 306-12 - 506-12 256-12 PECO ENERGY PATAMETER POCESSING PRILADELPHIA, PA 19101 PRECO ENERGY Electric 1056840014 167-24 87-80 - 87-80 PECO ENERGY PRILADELPHIA, PA 19101 PRILADELPHIA, PA 19101 PRILADELPHIA, PA 19101-3070 PRILADELPHIA, PA 19101-3070 <br< td=""><td>FPL</td><td>GENERAL MAIL FACILITY</td><td>Electric</td><td>4443035128</td><td>1,044.80</td><td>548.52</td><td>-</td><td>548.52</td></br<>	FPL	GENERAL MAIL FACILITY	Electric	4443035128	1,044.80	548.52	-	548.52
PECO ENERGY PHILADEL PLAY, 18-13191 Electric 1068840014 167.24 87.80 . 87.80 . 78.59	EPI	GENERAL MAIL FACILITY	Flectric	5458850343	964.03	506.12	_	506.12
PARTICLE PRICE PRISON PRICE PRISON PRICE PRISON PRICE PRISON PRISON 1970 BESTE PRISON 1970 B								
PARTICIPATION CENTRO PARTICIPATION PARTI								
PRIDATE PRID							-	
POBLICATION PINLADELPHIA, PA 19101-3070 PECTIC POSLOVA POBLICATION POBLICA		· · · · · · · · · · · · · · · · · · ·					-	
BORKE PHILADELPHIA, PA 19101-3070 Electric \$22,085,00000 335,38 176,07 - 176,07 CON ED (JAR STATION) P.O. 80X 1701 Electric \$252522364900033 18.83 98.90 1,530.00 176,07 CONSTELLATION ELEC P.O. 80X 6460 Electric 118533374 80.9 \$11.02 . \$15.03 CONSTELLATION ELEC P.O. 80X 6460 Electric 122294588 20.99 \$11.02 . \$11.02 CONSTELLATION ELEC P.O. 80X 6460 Valor \$19473366688 40.93 \$21.49 . \$21.49 CONSTELLATION ELEC P.O. 80X 6460 Electric \$11853330 \$180.99 \$9.50.2 . \$2.50 . \$9.60 CONSTELLATION ELEC P.O. 80X 6460 Electric \$11853311 336.35 \$176.58 . \$2.50 . \$2.50 CONSTELLATION ELEC P.O. 80X 6400 Electric \$11853311 336.35 \$16.00 \$2.00 \$2.00 \$2.00 \$2.00 \$2.00 \$2.00 \$2.00 \$2.00 \$2.00 \$2.00 \$2.00 \$2.00 \$		PHILADELPHIA, PA 19101-3070					-	
CONSTELLATION ELEC PO BOX 4540 Flectric Flectri	BG&E	PHILADELPHIA, PA 19101-3070	Electric	8240830000	335.38	176.07	-	176.07
CONSTILLATION LECC CARGUSTREAM, 16.0197 Electric 118531/48 30.09 11.02 5 15.03 6	CON ED (JAF STATION)	NEW YORK, NY 10116	Electric	252522364900033	188.39	98.90	1,530.00	-
CONSTELLATION ELEC	CONSTELLATION ELEC	CAROL STREAM, IL 60197	Electric	11853374	981.01	515.03	-	515.03
PITTESURGH, PA 15221 Water 1947/366608 40.93 21.49 - 21.49	CONSTELLATION ELEC	CAROL STREAM, IL 60197	Electric	12294588	20.99	11.02	-	11.02
CONSTELLATION ELEC CAROL STREAM, IL 60197 CONSTELLATION ELEC CONSTELLATION ELEC CAROL STREAM, IL 60197 CONSTELLATION ELEC CONSTELLATION	THE WILKINSBURG-PENN JOINT WATER AUTH	PITTSBURGH, PA 15221	Water	19473366688	40.93	21.49	-	21.49
CONSTELLATION ELEC CAROL STREAM, IL 60197 Electric 1853311 35.63 176.58 - 176.58 MIDAMERICAN ENERGY SVCS LLC PO BOX 8019 DAVEN/PORT, IA 52808-8019 DAVEN/PORT, IA 52808-8019 DAVEN/PORT, IA 52808-8019 DAVEN/PORT, IA 52808-8019 Electric 11853381 818.19 429.55 - 429.55 CONSTELLATION ELEC CAROL STREAM, IL 60197 Electric 12410373 393.81 206.75 - 206.75 CONSTELLATION ELEC PO BOX 4640 Electric 12410373 393.81 206.75 - 206.75 CONSTELLATION ELEC CAROL STREAM, IL 60197 Electric 11853331 425.23 223.25 - 223.25 CONSTELLATION ELEC PO BOX 4640 Electric 12409003 148.86 78.15 - 78.15 CONSTELLATION ELEC PO BOX 4640 Electric 11853304 44.72 23.48 - 23.48 CONSTELLATION ELEC CAROL STREAM, IL 60197 Electric 11853304 44.72 23.48 - 23.48 SUBURBAN PROPANE PO BOX ISREAM, IL 60197 Electric 11853304 590.23 473.72 - 473.72 DELMARVA POWER PO BOX 13609 PINLADELPHIA, PA 19101 Electric 5500931274 138.90 72.92 - 72.92 DELMARVA POWER PO BOX 13609 PINLADELPHIA, PA 19101 Electric 5500931277 81.97 43.03 - 43.03 DELMARVA POWER PO BOX 13609 PINLADELPHIA, PA 19101 Electric 5500931277 81.97 43.03 - 43.03 DELMARVA POWER PO BOX 13609 PINLADELPHIA, PA 19101 Electric 5500931277 81.97 43.03 - 43.03 DELMARVA POWER PO BOX 13609 PINLADELPHIA, PA 19101 Electric 5500931277 55.465 29.119 - 29.119 DELMARVA POWER PO BOX 13609 PINLADELPHIA, PA 19101 Electric 5500931277 55.465 29.119 - 29.119 DELMARVA POWER PO BOX 13609 PINLADELPHIA, PA 19101 Electric 5500931277 55.465 29.119 - 29.119 DELMARVA POWER PO BOX 13609 PINLADELPHIA, PA 19101 Electric 5500931277 55.465 29.119 - 29.119 DELMARVA POWER PO BOX 13609 PINLADELPHIA, PA 19101 Electric 5500931277 55.465 29.119 - 29.119 DELMARVA POWER PO BOX 13609 PINLADELPHIA, PA 19101 Electric 5500931277 55.465 29.119 - 29.119	CONSTELLATION ELEC		Electric	11853330	180.99	95.02	-	95.02
MIDAMERICAN ENERGY SVCS LLC PO BOX 4640 CONSTELLATION ELEC ELECTRIC	CONSTELLATION ELEC		Electric	11853311	336.35	176.58	-	176.58
CONSTELLATION ELEC CAROL STREAM, IL 60197 Electric CONSTELLATION ELEC CAROL STREAM, IL 60197 Electric Electric Electric Electric 11853304 44.72 23.48 CONSTELLATION ELEC CAROL STREAM, IL 60197 Electric 11853304 44.72 23.48 CONSTELLATION ELEC CONSTELLATION ELEC CAROL STREAM, IL 60197 Electric 11853304 44.72 23.48 CONSTELLATION ELEC CAROL STREAM, IL 60197 Electric 11853304 44.72 23.48 CONSTELLATION ELEC CAROL STREAM, IL 60197 Electric 11853304 44.72 23.48 CONSTELLATION ELEC CAROL STREAM, IL 60197 Electric 11853304 44.72 23.48 CONSTELLATION ELEC CAROL STREAM, IL 60197 Electric 11853304 44.72 23.48 CONSTELLATION ELEC CAROL STREAM, IL 60197 Electric 11853304 44.72 23.48 CONSTELLATION ELEC ELECTRIC 11853316 575 302 - 429.55 - 223.25 - 223.25 - 223.25 - 223.25 - 223.25 - 23.25 -	MIDAMERICAN ENERGY SVCS LLC	PO BOX 8019	Electric	453171	15.39	8.08	-	8.08
CONSTELLATION ELEC PO BOX 4640 CAROL STREAM, IL 60197 Electric 12410373 393.81 206.75 - 206.75	CONSTELLATION ELEC		Electric	11853381	818.19	429.55	-	429.55
CONSTELLATION ELEC	CONSTELLATION ELEC	PO BOX 4640	Electric	12410373	393.81	206.75	-	206.75
CONSTELLATION ELEC PO BOX 4640 CAROL STREAM, IL 60197 CONSTELLATION ELEC CAROL STREAM, IL 60197 Electric Electric 11853304 44.72 23.48 - 23.48 - 23.48 SUBURBAN PROPANE PO BOX 1509 PO BOX 13609 PHILADELPHIA, PA 19101 Electric Electric S5009312772 B1.97 A3.03 - 43.03 Electric S5009312772 B1.97 ELECTRIC BROWARD COUNTY WATER AND WSTWT PO BOX 36309 PHILADELPHIA, PA 19101 PO BOX 36400 PO BOX 4640 PO BOX 4640 FIRETIC P	CONSTELLATION ELEC	PO BOX 4640	Electric	11853331	425.23	223.25	-	223.25
CONSTELLATION ELEC PO BOX 4640 CAROL STREAM, IL 60197 PO BOX F WHIPPANY, NJ 07981-0405 PO BOX 13609 PELMARVA POWER PO BOX 13609 PHILADELPHIA, PA 19101 PHILADELPHIA, PA 1910	CONSTELLATION ELEC	PO BOX 4640	Electric	12409003	148.86	78.15	-	78.15
CAROLISTREAM, IL 60197 SUBURBAN PROPANE PO BOX F WHIPPANY, NJ 07981-0405 PO BOX 13609 PELIMARVA POWER PO BOX 13609 PHILADELPHIA, PA 19101 PO BOX 13609 PHILADELPHIA, PA 191	CONSTELLATION FLEC	PO BOX 4640		11853304				23.48
DELMARVA POWER PO BOX 13609 PHILADELPHIA, PA 19101 PG Gas 55000240618 570.75 299.64 - 299.64 DELMARVA POWER PO BOX 13609 PHILADELPHIA, PA 19101 PG Gas 55009312434 138.90 72.92 - 72.92 DELMARVA POWER PO BOX 13609 PHILADELPHIA, PA 19101 Electric 55009312772 81.97 43.03 - 43.03 DELMARVA POWER PO BOX 13609 PHILADELPHIA, PA 19101 Electric 55009312772 554.65 291.19 - 291.19 BROWARD COUNTY WATER AND WSTWT ATLANTA, GA 30394 Water 3193822 12.19 6.40 - 6.40 CONSTELIATION FLEC PO BOX 4640 Flectric 1185316 5.75 3.02 - 3.02								
PHILADELPHIA, PA 19101 Gas 55009312434 138.90 72.92 - 72.92								
DELMARVA POWER PHILADELPHIA, PA 19101 Gas 55009312434 138.90 72.92 - 72.92 DELMARVA POWER PO BOX 13609 PHILADELPHIA, PA 19101 Electric 55009312772 81.97 43.03 - 43.03 DELMARVA POWER PO BOX 13609 PHILADELPHIA, PA 19101 Electric 55009313127 554.65 291.19 - 291.19 BROWARD COUNTY WATER AND WSTWT PO BOX 4640 Water 3193822 12.19 6.40 - 6.40 CONSTELIATION FLEC PO BOX 4640 Flertric 11853316 5.75 3.02 - 3.02							-	
DELMARVA POWER PHILADELPHIA, PA 19101 Electric S500931277 81.97 43.03 - 43		PHILADELPHIA, PA 19101					-	
DELMARVA POWER PHILADELPHIA, PA 19101 Electric 55009313127 554.65 291.19 - 291.19 BROWARD COUNTY WATER AND WSTWT PO BOX 947995 Water 3193822 12.19 6.40 - 6.40 CONSTELLATION FLEC PO BOX 4640 Flectric 11853316 5.75 3.02 - 3.02		PHILADELPHIA, PA 19101					-	
BROWARD COUNTY WATER AND WSTWT 3193822 12.19 6.40 -		PHILADELPHIA, PA 19101					-	
		ATLANTA, GA 30394					-	
	CONSTELLATION ELEC		Electric	11853316	5.75	3.02	-	3.02

Casse 223-900054 Document 1312-15 Fileed im TIXSSB com 002/001/223 FPagge 1/2 of f 297

			Account Name /	Average Monthly	Half of Average	Prepetition Deposit or	Proposed Adequate
Utility Provider	Provider's Address PO BOX 981077	Service(s) Provided	Number(s)	Expenditure	Monthly Expenditure	L/C (if any)	Assurance
UNITIL-FITCHBURG	BOSTON, MA 02298-1077	Gas	3111163500	619.12	325.04	-	325.04
WASHINGTON GAS	PO BOX 37747 PHILADELPHIA, PA 19101-5047	Gas	320003962869	286.37	150.35	-	150.35
WASHINGTON GAS	PO BOX 37747 PHILADELPHIA, PA 19101-5047	Gas	320003963040	762.09	400.10	-	400.10
ATMOS ENERGY	PO BOX 740353 CINCINNATI, OH 45274	Gas	3005527976	62.14	32.62	-	32.62
DOMINION ENERGY VA&NC POWER	PO BOX 26543 RICHMOND, VA 23290	Electric	7012352121	20.02	10.51	-	10.51
DOMINION ENERGY VA&NC POWER	PO BOX 26543 RICHMOND, VA 23290	Electric	7026940630	215.92	113.36	-	113.36
DUQUESNE LIGHT CO	PO BOX 371324	Electric	6340600000	209.15	109.80	-	109.80
NATIONAL GRID	PITTSBURGH, PA 15250 PO BOX 371338	Gas	4001825992	(1,055.44)	(554.11)	-	-
NATIONAL GRID	PO BOX 371338	Gas	4594214410	(568.62)	(298.53)		
	PITTSBURGH, PA 15250 PO BOX 4640						254.00
CONSTELLATION ELEC	CAROL STREAM, IL 60197 PO BOX 4640	Electric	12410383	676.16	354.98	-	354.98
CONSTELLATION ELEC	CAROL STREAM, IL 60197 PO BOX 4640	Electric	11880861	474.85	249.30	-	249.30
CONSTELLATION ELEC	CAROL STREAM, IL 60197	Electric	11880860	190.19	99.85	-	99.85
NATIONAL GRID-MASSACHUSETTS	PO BOX 371396 PITTSBURGH, PA 15250	Electric	1592465007	13.86	7.27	-	7.27
NATIONAL GRID	PO BOX 371376 PITTSBURGH, PA 15250	Electric	6825064048	61.92	32.51	-	32.51
NATIONAL GRID	PO BOX 371376 PITTSBURGH, PA 15250	Electric	7347127018	147.14	77.25	-	77.25
WEST PENN POWER	ALLEGHENY ENERGY AKRON, OH 44309	Electric	100090075548	52.45	27.53	-	27.53
WEST PENN POWER	ALLEGHENY ENERGY AKRON, OH 44309	Electric	100092370145	61.30	32.18	-	32.18
OHIO EDISON CO	PO BOX 3687	Electric	110011288633	199.23	104.59	-	104.59
XCEL ENERGY-NSP MN NDSD	AKRON, OH 44309-3687 PO BOX 9477	Electric	5100108310082	561.67	294.88	_	294.88
PUGET SOUND ENERGY	PO BOX 91269	Gas	200018295671	81.08	42.57		42.57
	BELLEVUE, WA 98009-9269 PO BOX 26543						
DOMINION ENERGY VA&NC POWER	RICHMOND, VA 23290 PO BOX 4640	Electric	1249303924	214.68	112.71	-	112.71
CONSTELLATION ELEC	CAROL STREAM, IL 60197 PO BOX 4640	Electric	11853319	936.60	491.71	-	491.71
CONSTELLATION ELEC	CAROL STREAM, IL 60197	Electric	12410386	1,124.74	590.49	-	590.49
CONSTELLATION ELEC	PO BOX 4640 CAROL STREAM, IL 60197	Electric	11853327	808.67	424.55	-	424.55
PIEDMONT NATURAL GAS	PO BOX 1246 CHARLOTTE, NC 28201-1246	Gas	2002858024002	1,107.43	581.40	-	581.40
PIEDMONT NATURAL GAS	PO BOX 1246 CHARLOTTE, NC 28201-1246	Gas	2003967965001	1,450.70	761.62	-	761.62
CONSTELLATION ELEC	PO BOX 4640 CAROL STREAM, IL 60197	Electric	11880868	247.51	129.94	-	129.94
EVERSOURCE	PO BOX 56005 BOSTON, MA 2205	Electric	54855684072	677.29	355.58	-	355.58
EVERSOURCE NSTAR	PO BOX 56007	Gas	10892100057	590.11	309.81	-	309.81
EVERSOURCE NSTAR	BOSTON, MA 2205 PO BOX 56007	Electric	26698961005	32.01	16.80	-	16.80
CENTERPOINT(02) - INDIANA GAS DIVISION	BOSTON, MA 2205 PO BOX 1423	Gas	262151359950284000	(722.02)	(379.06)	_	
WASHINGTON GAS	HOUSTON, TX 77251 PO BOX 37747	Gas	220001766538	76.01	39.91		39.91
	PHILADELPHIA, PA 19101-5047 PO BOX 847812						
NYSEG	BOSTON, MA 2284 PO BOX 13608	Electric	10014376551	215.55	113.16	-	113.16
PEPCO	PHILADELPHIA, PA 19101 FORMERLY PSNC ENERGY	Electric	55020288837	1,654.07	868.38	-	868.38
DOMINION ENERGY NORTH CAROLINA	COLUMBIA, SC 29202 96 ANNEX	Gas	NA	1.56	0.82	-	0.82
GEORGIA POWER	ATLANTA, GA 30396	Electric	637646069	111.55	58.56	225.00	-
GEORGIA POWER	96 ANNEX ATLANTA, GA 30396	Electric	1410203012	690.01	362.26	-	362.26
NATIONAL GRID-MASSACHUSETTS	PO BOX 371396 PITTSBURGH, PA 15250	Electric	7854602008	383.01	201.08	-	201.08
RG&E	PO BOX 847813 BOSTON, MA 02284-7813	Electric	20028615688	(305.54)	(160.41)	-	-
NEW JERSEY AMERICAN WATER	BOX 371331 PITTSBURGH, PA 15250-7331	Water	1018210023972810	41.90	22.00	-	22.00
NYSEG	PO BOX 847812	Electric	10016717273	46.67	24.50	-	24.50
THE RUNNEMEDE SEWER UTILITY	BOSTON, MA 2284 24 NORTH BLACK HORSE PIKE	Sewer	27987	26.97	14.16	-	14.16
EVERSOURCE	RUNNEMEDE, NJ 8078 PO BOX 56005	Electric	54697502011	285.99	150.15		150.15
AEP-OHIO POWER	BOSTON, MA 2205 PO BOX 371496	Electric	7263399722	186.97	98.16		98.16
	PITTSBURGH, PA 15250- PO BOX 371496					-	
AEP-COLUMBUS SOUTHERN POWER	PITTSBURGH, PA 15250 PO BOX 371496	Electric	10370552118	214.63	112.68	-	112.68
AEP-COLUMBUS SOUTHERN POWER	PITTSBURGH, PA 15250	Electric	10782103617	2,153.70	1,130.69	-	1,130.69

Casse 223-900054 | Document 132-15 | Filed in TIX SHB on 022/01/223 | Pragge 15 of 1297

			Account Name /	Average Monthly	Half of Average	Prepetition Deposit or	Proposed Adequate
Utility Provider	Provider's Address	Service(s) Provided	Number(s)	Expenditure	Monthly Expenditure	L/C (if any)	Assurance
PPL ELECTRIC UTILITIES MO 63141	PO BOX 419054 SAINT LOUIS, MO 63141	Electric	6218059017	74.96	39.35	-	39.35
BURRILLVILLE SEWER COMMISSION	PO BOX 71 HARRISVILLE, RI 02830-0071	Sewer	SU13104500	51.32	26.94	-	26.94
AQUARION WATER COMPANY OF CT	PO BOX 9265 CHELSEA, MA 2150	Fire	200066812	262.95	138.05	-	138.05
CONSTELLATION ELEC	PO BOX 4640 CAROL STREAM, IL 60197	Electric	11853326	874.81	459.27	-	459.27
CONSTELLATION ELEC	PO BOX 4640 CAROL STREAM, IL 60197	Electric	11853317	876.42	460.12	-	460.12
CONSTELLATION ELEC	PO BOX 4640 CAROL STREAM, IL 60197	Electric	11880851	358.57	188.25	-	188.25
CONSTELLATION ELEC	PO BOX 4640 CAROL STREAM, IL 60197	Electric	11880852	-	-	-	-
CONSTELLATION ELEC	PO BOX 4640 CAROL STREAM, IL 60197	Electric	11880853	13.85	7.27	-	7.27
CHATTANOOGA GAS COMPANY	PO BOX 5408 CAROL STREAM, IL 60197-5408	Gas	5932055023	117.81	61.85	-	61.85
NATIONAL GRID-MASSACHUSETTS	PO BOX 371396 PITTSBURGH, PA 15250	Electric	3770642006	558.68	293.31		293.31
PENELEC	PO BOX 3687	Electric	100006477481	117.33	61.60	-	61.60
PENELEC	AKRON, OH 44309 PO BOX 3687	Electric	100006477549	16.21	8.51		8.51
	AKRON, OH 44309 PO BOX 4640						
CONSTELLATION ELEC CONSTELLATION ELEC	CAROL STREAM, IL 60197 PO BOX 4640	Electric Electric	11880862	296.36 25.97	155.59	-	155.59
	CAROL STREAM, IL 60197 PO BOX 4640					-	
CONSTELLATION ELEC	CAROL STREAM, IL 60197	Electric	11880842	465.99	244.64	-	244.64
CONSTELLATION ELEC	PO BOX 4640 CAROL STREAM, IL 60197	Electric	11853321	28.97	15.21	-	15.21
CONSTELLATION ELEC	PO BOX 4640 CAROL STREAM, IL 60197	Electric	12409013	460.02	241.51	-	241.51
SOUTH JERSEY GAS CO	PO BOX 6091 BELLMAWR, NJ 08099-6091	Gas	9248750815	120.13	63.07	-	63.07
CONSTELLATION ELEC	PO BOX 4640 CAROL STREAM, IL 60197	Electric	NA	7.65	4.01	-	4.01
CONSTELLATION ELEC	PO BOX 4640 CAROL STREAM, IL 60197	Electric	11880850	503.72	264.45	-	264.45
CONSTELLATION ELEC	PO BOX 4640 CAROL STREAM, IL 60197	Electric	12408993	63.54	33.36	-	33.36
NATIONAL GRID OF NY	PO BOX 371416 PITTSBURGH, PA 15250	Gas	782077670	522.30	274.21	-	274.21
AEP-APPALACHIAN POWER	PO BOX 371496 PITTSBURGH, PA 15250-	Electric	2180389823	41.57	21.82	-	21.82
AEP-APPALACHIAN POWER	PO BOX 371496 PITTSBURGH, PA 15250-	Electric	2210671844	531.80	279.19	1,453.00	-
AEP-APPALACHIAN POWER	PO BOX 371496 PITTSBURGH, PA 15250-	Electric	2830671828	415.81	218.30	932.00	-
PUBLIC SERVICE CO OF OK	PO BOX 371496 PITTSBURGH, PA 15250-7496	Electric	95762947406	825.77	433.53	282.00	433.53
PASCOAG UTILITY DISTRICT	PO BOX 1035 PROVIDENCE, RI 02901-1035	Water	11011001	54.50	28.61	-	28.61
WASHINGTON GAS	PO BOX 37747	Gas	320003961770	92.39	48.51	-	48.51
MOUNTAINEER GAS COMPANY	PHILADELPHIA, PA 19101-5047 PO BOX 580211	Gas	325969385925	158.65	83.29	_	83.29
NATIONAL GRID-MASSACHUSETTS	CHARLOTTE, NC 28258 PO BOX 371396	Electric	5038211018	221.64	116.36		116.36
SANTEE COOPER	PITTSBURGH, PA 15250 PO BOX 188	Electric	9916431368		136.02		136.02
	MONCKS CORNER, SC 29461 PO BOX 627			259.09		-	
DICKSON ELECTRIC SYSTEM	DICKSON, TN 37056 PO BOX 627	Trash	630792126884	18.33	9.63	-	9.63
DICKSON ELECTRIC SYSTEM	DICKSON, TN 37056 PO BOX 6040	Electric	230792126884	431.43	226.50	-	226.50
WISCONSIN PUBLIC SERVICE	CAROL STREAM, IL 60197 PO BOX 56007	Gas	40432748400001	164.09	86.15	-	86.15
EVERSOURCE NSTAR	BOSTON, MA 2205	Gas	16178010027	159.67	83.83	-	83.83
EVERSOURCE CT ELECTRIC	PO BOX 56002 BOSTON, MA 02205-6002	Electric	51450632088	79.28	41.62	-	41.62
EVERSOURCE	PO BOX 56005 BOSTON, MA 2205	Electric	54237938006	(94.20)	(49.45)	-	-
FPL	GENERAL MAIL FACILITY MIAMI, FL 33188-0001	Electric	4712800525	538.97	282.96	1,652.00	-
FPL	GENERAL MAIL FACILITY MIAMI, FL 33188-0001	Electric	9703159427	413.62	217.15	1,126.00	-
NATIONAL GRID	PO BOX 371376 PITTSBURGH, PA 15250	Electric	102558109	322.86	169.50	-	169.50
NATIONAL GRID	PO BOX 371376 PITTSBURGH, PA 15250	Electric	8542488128	(283.50)	(148.83)	-	-
DUKE ENERGY INDIANA	PO BOX 1094 CHARLOTTE, NC 28201	Electric	910121005921	361.93	190.01	-	190.01
SUPERIOR PLUS ENERGY SERVICES	PO BOX 981045 BOSTON, MA 2298	Fuel Heating Oil	2389070	(1,119.17)	(587.56)	-	-
ROCKDALE WATER RESOURCES	PO BOX 1378 CONYERS, GA 30012-1378	Water	NA	21.06	11.06	-	11.06
CONSTELLATION ELEC	PO BOX 4640 CAROL STREAM, IL 60197	Electric	11853333	547.53	287.45	-	287.45
CONSTELLATION ELEC	PO BOX 4640	Electric	12371567	1,799.30	944.63	-	944.63
	CAROL STREAM, IL 60197						

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			Account Name /	Average Monthly	Half of Average	Prepetition Deposit or	Proposed Adequate
Utility Provider	Provider's Address	Service(s) Provided	Number(s)	Expenditure	Monthly Expenditure	L/C (if any)	Assurance
DOMINION ENERGY VA&NC POWER	PO BOX 26543 RICHMOND, VA 23290	Electric	4039942653	343.13	180.15	906.00	-
TOWN OF RISING SUN	PO BOX 456 RISING SUN, MD 21911	Water	1005	83.63	43.91	-	43.91
G.W. KNAPP & SON, INC.	PO BOX 740 WHITNEY POINT, NY 13862	Propane	16731	332.10	174.35	-	174.35
MUNICIPAL UTILITIES	195 MAIN ST NEW MARTINSVILLE, WV 26155	Electric	1064564003	387.42	203.39	-	203.39
MUNICIPAL UTILITIES	195 MAIN ST	Water	1156141003	118.30	62.11	-	62.11
CONSTELLATION ELEC	NEW MARTINSVILLE, WV 26155 PO BOX 4640	Electric	12416272	332.98	174.81	_	174.81
CONSTELLATION ELEC	PO BOX 4640	Electric	12410107	352.72	185.18		185.18
CONSTELLATION ELEC	PO BOX 4640	Electric	11853306	830.01	435.75		435.75
	CAROL STREAM, IL 60197 PO BOX 4640						
CONSTELLATION ELEC	CAROL STREAM, IL 60197 PO BOX 847812	Electric	12408995	541.83	284.46	-	284.46
NYSEG	BOSTON, MA 2284	Electric	10012002514	101.51	53.29	-	53.29
CONSTELLATION ELEC	PO BOX 4640 CAROL STREAM, IL 60197	Electric	11853362	746.51	391.92	-	391.92
CONSTELLATION ELEC	PO BOX 4640 CAROL STREAM, IL 60197	Electric	11853372	488.31	256.36	-	256.36
CONSTELLATION ELEC	PO BOX 4640 CAROL STREAM, IL 60197	Electric	11853364	829.12	435.29	-	435.29
CONSTELLATION ELEC	PO BOX 4640 CAROL STREAM, IL 60197	Electric	12416278	452.09	237.35	-	237.35
CONSTELLATION ELEC	PO BOX 4640 CAROL STREAM, IL 60197	Electric	11880720	229.18	120.32	-	120.32
CONSTELLATION ELEC	PO BOX 4640	Electric	11880857	443.91	233.05	-	233.05
CONSTELLATION ELEC	PO BOX 4640	Electric	12409006	60.03	31.52		31.52
CONSTELLATION ELEC	PO BOX 4640	Electric	12409012	167.28	87.82		87.82
	CAROL STREAM, IL 60197 PO BOX 4640						
CONSTELLATION ELEC	CAROL STREAM, IL 60197 PO BOX 4640	Electric	12409015	466.81	245.07	-	245.07
CONSTELLATION ELEC	CAROL STREAM, IL 60197 PO BOX 4640	Electric	11853367	5,700.18	2,992.59	-	2,992.59
CONSTELLATION ELEC	CAROL STREAM, IL 60197	Electric	12408990	380.40	199.71	-	199.71
NYSEG	PO BOX 847812 BOSTON, MA 2284	Electric	10012198189	663.58	348.38	-	348.38
CONSTELLATION ELEC	PO BOX 4640 CAROL STREAM, IL 60197	Electric	11880843	268.18	140.79	-	140.79
THE YORK WATER CO	130 E MARKET STREET YORK, PA 17405	Sewer	282186700909	19.24	10.10	-	10.10
THE YORK WATER CO	130 E MARKET STREET YORK, PA 17405	Sewer	282186686689	19.95	10.47	-	10.47
DOMINION ENERGY OHIO	PO BOX 26785 RICHMOND, VA 23261-6785	Gas	2500040055386	159.00	83.47	-	83.47
WASHINGTON GAS	PO BOX 37747 PHILADELPHIA, PA 19101-5047	Gas	220002615676	1,156.76	607.30	-	607.30
WASHINGTON GAS	PO BOX 37747	Gas	320000590549	(227.05)	(119.20)	-	-
CONSTELLATION ELEC	PHILADELPHIA, PA 19101-5047 PO BOX 4640	Electric	12408984	352.84	185.24		185.24
PSE&G	CAROL STREAM, IL 60197 PO BOX 14444	Electric	6532936901	526.03	276.17		276.17
PSE&G	NEW BRUNSWICK, NJ 08906-4444 PO BOX 14444	Electric	7317064009	1,037.95	544.92		544.92
	NEW BRUNSWICK, NJ 08906-4444 PO BOX 847812						
NYSEG	BOSTON, MA 2284 PO BOX 13070	Electric	10012772652	360.61	189.32	-	189.32
BG&E	PHILADELPHIA, PA 19101-3070 PO BOX 8105	Electric	5205530291	327.66	172.02	-	172.02
ENTERGY MISSISSIPPI	BATON ROUGE, LA 70891	Electric	58942103	599.38	314.68	1,616.00	-
CITY OF ST LOUIS PARK	PO BOX 16801 ST LOUIS PARK, MN 55416	Water	611580070152004	105.27	55.27	-	55.27
MEMPHIS LIGHT GAS & H2O	PO BOX 388 MEMPHIS, TN 38145	Electric	4815921478814	824.31	432.76	-	432.76
CONSTELLATION ELEC	PO BOX 4640 CAROL STREAM, IL 60197	Electric	11880867	814.07	427.39	-	427.39
CITY OF WEBSTER (TX)	101 PENNSYLVANIA STREET WEBSTER, TX 77598-5226	Water	1084301	62.45	32.79	-	32.79
SARASOTA COUNTY PUBLIC UTILITY	PO BOX 31320 TAMPA, FL 33631-3320	Water	319197216140	72.90	38.27	-	38.27
CONSTELLATION ELEC	PO BOX 4640 CAROL STREAM, IL 60197	Electric	12408987	179.49	94.23	-	94.23
CITY OF ROSEBURG WATER	900 SE DOUGLAS AVE	Water	340249002	62.57	32.85	-	32.85
WESTERN VIRGINIA WATER AUTHOR	ROSEBURG, OR 97470 PO BOX 17381	Water	144382529664	373.53	196.10	_	196.10
CENTERPOINT ENERGY (MN)	PO BOX 4671	Gas	64026024899	274.92	144.33		144.33
	HOUSTON, TX 77210-4671 PO BOX 70285					-	
COLUMBIA GAS OF PENNSYLVANIA	PHILADELPHIA, PA 19176 PO BOX 70322	Gas	175831600030000	598.20	314.05	-	314.05
COLUMBIA GAS OF MARYLAND	PHILADELPHIA, PA 19176 PO BOX 70285	Gas	129039730050007	217.93	114.41	-	114.41
COLUMBIA GAS OF PENNSYLVANIA	PHILADELPHIA, PA 19176	Gas	175831600010002	460.11	241.56	-	241.56

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			Account Name /	Average Monthly	Half of Average	Prepetition Deposit or	Proposed Adequate
Utility Provider	Provider's Address	Service(s) Provided	Number(s)	Expenditure	Monthly Expenditure	L/C (if any)	Assurance
COLUMBIA GAS OF PENNSYLVANIA	PO BOX 70285 PHILADELPHIA, PA 19176	Gas	102298130010000	458.34	240.63	-	240.63
EL PASO ELECTRIC	PO BOX 650801 DALLAS, TX 75265-0801	Electric	2652920000	605.71	318.00	-	318.00
COLUMBIA GAS OF MARYLAND	PO BOX 70322 PHILADELPHIA, PA 19176	Gas	203456150010008	170.20	89.36	-	89.36
WATERFORD WATER & SEWER	PO BOX 118 WATERFORD, OH 45786	Water	100092	48.69	25.56	-	25.56
CONSTELLATION ELEC	PO BOX 4640	Electric	12410389	4,240.70	2,226.37		2,226.37
DUQUESNE LIGHT CO	PO BOX 371324	Electric	7828546267	343.13	180.14		180.14
	PITTSBURGH, PA 15250 PO BOX 56005					-	180.14
EVERSOURCE	BOSTON, MA 2205 PO BOX 14444	Outdoor Light	54559694021	(14.65)	(7.69)	-	-
PSE&G	NEW BRUNSWICK, NJ 08906-4444	Electric	7582756304	225.84	118.56	-	118.56
FPL	GENERAL MAIL FACILITY MIAMI, FL 33188-0001	Electric	1469482135	753.15	395.40	-	395.40
FPL	GENERAL MAIL FACILITY MIAMI, FL 33188-0001	Electric	7862124125	290.53	152.53	-	152.53
PSE&G	PO BOX 14444 NEW BRUNSWICK, NJ 08906-4444	Electric	7582089006	246.34	129.33	-	129.33
DELMARVA POWER	PO BOX 13609 PHILADELPHIA, PA 19101	Electric	55000241418	351.56	184.57	-	184.57
AEP-COLUMBUS SOUTHERN POWER	PO BOX 371496	Electric	10858885915	236.06	123.93		123.93
PECO ENERGY	PITTSBURGH, PA 15250 PAYMENT PROCESSING	Electric	3947344008	827.59	434.48		434.48
	PHILADELPHIA, PA 19101 PO BOX 740353					<u> </u>	
ATMOS ENERGY	CINCINNATI, OH 45274 PO BOX 740353	Gas	3027807060	198.90	104.42	-	104.42
ATMOS ENERGY	CINCINNATI, OH 45274	Gas	3035946930	270.65	142.09	-	142.09
ATMOS ENERGY	PO BOX 740353 CINCINNATI, OH 45274	Gas	4029520794	(1,280.34)	(672.18)	-	-
PASCOAG UTILITY DISTRICT	PO BOX 1035 PROVIDENCE, RI 02901-1035	Electric	11011002	764.94	401.59	-	401.59
NATIONAL GRID-MASSACHUSETTS	PO BOX 371396 PITTSBURGH, PA 15250	Electric	1289730008	356.84	187.34	-	187.34
NATIONAL GRID-MASSACHUSETTS	PO BOX 371396 PITTSBURGH, PA 15250	Electric	1464684009	583.46	306.31	-	306.31
NATIONAL GRID	PO BOX 371376 PITTSBURGH, PA 15250	Gas	6803638151	343.60	180.39	165.00	180.39
JCP&L (FORMERLY GPU)	PO BOX 3687 AKRON, OH 44309-3687	Electric	100122007162	4.05	2.13	-	2.13
PENELEC	PO BOX 3687	Electric	100136995782	97.99	51.44	-	51.44
CITY OF PUYALLUP	AKRON, OH 44309 PO BOX 35160	Water	730680001	115.61	60.69		60.69
THE ILLUMINATING COMPANY	SEATTLE, WA 98124-5160 PO BOX 3687	Electric	110065612563	244.92	128.58		128.58
THE ILLUMINATING COMPANY	AKRON, OH 44309 PO BOX 3687						128.36
	AKRON, OH 44309 PO BOX 4640	Electric	110064426320	25.60	13.44	121.00	-
CONSTELLATION ELEC	CAROL STREAM, IL 60197 PO BOX 4640	Electric	11853302	509.68	267.58	-	267.58
CONSTELLATION ELEC	CAROL STREAM, IL 60197	Electric	11853309	832.15	436.88	-	436.88
NATIONAL FUEL	PO BOX 371835 PITTSBURGH, PA 15250-7835	Gas	822839911	273.50	143.59	-	143.59
CONSTELLATION ELEC	PO BOX 4640 CAROL STREAM, IL 60197	Electric	11880855	253.27	132.97	-	132.97
OKLAHOMA NATURAL GAS	PO BOX 219296 KANSAS CITY, MO 64121-9296	Gas	210014923176272000	409.26	214.86	-	214.86
HOLYOKE GAS & ELECTRIC	PO BOX 4165 WOBURN, MA 1888	Electric	6616145568	1,236.41	649.11	-	649.11
ATMOS ENERGY	PO BOX 740353	Gas	4032200525	157.82	82.86	-	82.86
PSE&G	PO BOX 14444	Electric	4200471604	4,869.15	2,556.31		2,556.31
DOMINION ENERGY VA&NC POWER	NEW BRUNSWICK, NJ 08906-4444 PO BOX 26543	Electric	8855366194	288.16	151.28		151.28
GEORGIA POWER	RICHMOND, VA 23290 96 ANNEX	Electric	5824970000	8,440.47	4,431.25		4,431.25
	ATLANTA, GA 30396 PO BOX 371376					-	
NATIONAL GRID	PITTSBURGH, PA 15250 PO BOX 3687	Electric	424956123	367.73	193.06	-	193.06
THE ILLUMINATING COMPANY	AKRON, OH 44309	Electric	110114285890	86.04	45.17	121.00	-
CONSTELLATION ELEC	PO BOX 4640 CAROL STREAM, IL 60197	Electric	12416277	257.02	134.93	-	134.93
CONSTELLATION ELEC	PO BOX 4640 CAROL STREAM, IL 60197	Electric	12416268	402.90	211.52	-	211.52
CONSTELLATION ELEC	PO BOX 4640 CAROL STREAM, IL 60197	Electric	12410124	9.66	5.07	<u>-</u>	5.07
CONSTELLATION ELEC	PO BOX 4640 CAROL STREAM, IL 60197	Electric	12416275	3,792.94	1,991.29	-	1,991.29
CONSTELLATION ELEC	PO BOX 4640 CAROL STREAM, IL 60197	Electric	12410118	218.67	114.80	-	114.80
CONSTELLATION ELEC	PO BOX 4640 CAROL STREAM, IL 60197	Electric	12409005	174.07	91.39	-	91.39
MIDAMERICAN ENERGY SVCS LLC	PO BOX 8019	Electric	452381	471.09	247.32	-	247.32
EVERSOURCE NSTAR	DAVENPORT, IA 52808-8019 PO BOX 56007	Gas	11422180049	470.58	247.06	-	247.06
	BOSTON, MA 2205			., 5.55	2.7.30		

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			Account Name /	Average Monthly	Half of Average	Prepetition Deposit or	Proposed Adequate
Utility Provider	Provider's Address PO BOX 37747	Service(s) Provided	Number(s)	Expenditure	Monthly Expenditure	L/C (if any)	Assurance
WASHINGTON GAS	PHILADELPHIA, PA 19101-5047	Gas	320004904316	270.13	141.82	-	141.82
FPL	GENERAL MAIL FACILITY MIAMI, FL 33188-0001	Electric	5297774126	353.41	185.54	-	185.54
DUQUESNE LIGHT CO	PO BOX 371324 PITTSBURGH, PA 15250	Electric	8700210000	78.59	41.26	-	41.26
DUQUESNE LIGHT CO	PO BOX 371324 PITTSBURGH, PA 15250	Electric	9700210000	32.67	17.15	-	17.15
DELMARVA POWER	PO BOX 13609	Electric	55000241202	328.68	172.56	-	172.56
GEORGIA POWER	PHILADELPHIA, PA 19101 96 ANNEX	Electric	168100007	1,528.95	802.70		802.70
ELIZABETHTOWN GAS	ATLANTA, GA 30396 PO BOX 6031	Gas	4251311630	1,262.71	662.92		662.92
	BELLMAWR, NJ 8099 CITY HALL 2DSOUTH						
CITY OF DALLAS TX	DALLAS, TX 75277 PO BOX 88068	Irrigation	100886623	12.54	6.58	-	6.58
AMEREN MISSOURI	CHICAGO, IL 60680-1068 PO BOX 88068	Electric	2719171006	1,116.29	586.05	-	586.05
AMEREN MISSOURI	CHICAGO, IL 60680-1068	Electric	8610401218	979.19	514.07	-	514.07
TGC ELIZABETH DRIVE (CHESTER),LLC	2200 ATLANTIC STREET STAMFORD, CT 6902	Electric	PEPBOYS	30,483.68	16,003.93	-	16,003.93
NATIONAL GRID	PO BOX 371376 PITTSBURGH, PA 15250	Electric	2033027095	191.89	100.74	-	100.74
CONSTELLATION ELEC	PO BOX 4640 CAROL STREAM, IL 60197	Electric	11880835	610.66	320.60	-	320.60
CONSTELLATION ELEC	PO BOX 4640	Electric	12408989	156.57	82.20	-	82.20
PSE&G	PO BOX 14444	Electric	7298811002	47.93	25.16	-	25.16
CONSTELLATION ELEC	NEW BRUNSWICK, NJ 08906-4444 PO BOX 4640	Electric	11880869	320.60	168.31		168.31
	CAROL STREAM, IL 60197 PO BOX 4640					-	
CONSTELLATION ELEC	CAROL STREAM, IL 60197 PO BOX 4640	Electric	11880871	32.81	17.23	-	17.23
CONSTELLATION ELEC	CAROL STREAM, IL 60197	Electric	11880844	562.13	295.12	-	295.12
CONSTELLATION ELEC	PO BOX 4640 CAROL STREAM, IL 60197	Electric	11880846	56.63	29.73	-	29.73
THURSTON PUD	1230 RUDDELL ROAD SE LACEY, WA 98503	Water	10366000	161.60	84.84	-	84.84
CITY OF NORTHAMPTON	PO BOX 4121 WOBURN, MA 01888-4110	Stormwater	3340001332	124.65	65.44	-	65.44
SUEZ WATER NEW YORK	PO BOX 371804 PITTSBURGH, PA 15250-7804	Water	20008783020000	(86.30)	(45.31)	-	-
CITY OF ST PETERSBURG	PO BOX 33034	Water	709472222245	26.56	13.94	-	13.94
CENTERPOINT ENERGY (MN)	ST PETERSBURG, FL 33733 PO BOX 4671	Gas	105401814	894.84	469.79		469.79
	HOUSTON, TX 77210-4671 PO BOX 685		9456420001				
AUSTELL NATURAL GAS	AUSTELL, GA 30168-0685 119 MAIN STREET	Gas		1,056.56	554.69	-	554.69
VILLAGE OF GENESEO	GENESEO, NY 14454 FIRST ENERGY CORP.	Water	Z0540	36.48	19.15	-	19.15
MET-ED	AKRON, OH 44309	Electric	100077126645	101.98	53.54	-	53.54
MET-ED	FIRST ENERGY CORP. AKRON, OH 44309	Electric	100077126660	42.87	22.51	-	22.51
THE ILLUMINATING COMPANY	PO BOX 3687 AKRON, OH 44309	Electric	110149331081	101.14	53.10	-	53.10
NATIONAL GRID	PO BOX 371376 PITTSBURGH, PA 15250	Electric	6308285052	267.13	140.24	-	140.24
HENDRICKS POWER COOPERATIVE	PO BOX 309 DANVILLE, IN 46122	Electric	2044201	1,808.13	949.27	-	949.27
HENDRICKS POWER COOPERATIVE	PO BOX 309	Electric	2064601	8,012.23	4,206.42	-	4,206.42
CITY OF CLEARWATER	PO BOX 30020	Water	4235227	119.50	62.74	-	62.74
CONSTELLATION ELEC	TAMPA, FL 33630-3020 PO BOX 4640	Electric	12408978	174.11	91.41		91.41
	CAROL STREAM, IL 60197 PO BOX 4640						
CONSTELLATION ELEC	CAROL STREAM, IL 60197 PO BOX 4640	Electric	11880856	244.17	128.19	-	128.19
CONSTELLATION ELEC	CAROL STREAM, IL 60197	Electric	11853315	339.71	178.35	-	178.35
CITY OF CLEARWATER	PO BOX 30020 TAMPA, FL 33630-3020	Water	4235228	556.88	292.36	-	292.36
CITIZENS ENERGY GROUP	PO BOX 7056 INDIANAPOLIS, IN 46207	Fire	2634560000	419.34	220.15	-	220.15
NATIONAL GRID	PO BOX 371338 PITTSBURGH, PA 15250	Gas	4902421131	445.94	234.12	-	234.12
AMERICAN NATURAL SUPPLY	12475 RTE 119 HWY N ROCHESTER MILLS, PA 15771	Fuel Heating Oil	124327	339.11	178.03	-	178.03
CITY OF HILLSBORO	PO BOX 3838	Street Maintenance	10183	410.67	215.60	-	215.60
LEE COUNTY ELECTRIC COOPERATIVE	PORTLAND, OR 97208-3838 PO BOX 31477	Electric	904729167	1,445.02	758.64	-	758.64
	TAMPA, FL 33631 PO BOX 4640						
CONSTELLATION ELEC	CAROL STREAM, IL 60197 PO BOX 56007	Electric	11853305	300.27	157.64	-	157.64
EVERSOURCE NSTAR	BOSTON, MA 2205 PO BOX 371412	Gas	10802750058	3,320.29	1,743.15	-	1,743.15
PENNSYLVANIA AMERICAN WATER CO	PITTSBURGH, PA 15250	Water	1024210030848980	64.68	33.96	-	33.96
PENNSYLVANIA AMERICAN WATER CO	PO BOX 371412 PITTSBURGH, PA 15250	Water	1024210032323540	34.65	18.19	-	18.19

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			Account Name /	Average Monthly	Half of Average	Prepetition Deposit or	Proposed Adequate
Utility Provider	Provider's Address	Service(s) Provided	Number(s)	Expenditure	Monthly Expenditure	L/C (if any)	Assurance
NATIONAL GRID	PO BOX 371376 PITTSBURGH, PA 15250	Electric	4426325184	243.16	127.66	-	127.66
NATIONAL GRID-MASSACHUSETTS	PO BOX 371396 PITTSBURGH, PA 15250	Electric	1305689008	236.43	124.12	-	124.12
NATIONAL GRID	PO BOX 371376 PITTSBURGH, PA 15250	Electric	5046325110	49.96	26.23	-	26.23
HOPE GAS	PO BOX 26783 RICHMOND, VA 23261	Gas	4180010552987	191.26	100.41	311.00	-
DOMINION ENERGY OHIO	PO BOX 26785	Gas	2442000380442	585.88	307.59		307.59
HOPE GAS	RICHMOND, VA 23261-6785 PO BOX 26783	Gas	4180010767431	111.62	58.60		58.60
	RICHMOND, VA 23261 PO BOX 4981						
CENTERPOINT ENERGY	HOUSTON, TX 77210-4981 PO BOX 371396	Gas	37343548	199.71	104.85	-	104.85
NATIONAL GRID-MASSACHUSETTS	PITTSBURGH, PA 15250 PO BOX 847812	Electric	8994526008	544.22	285.72	-	285.72
NYSEG	BOSTON, MA 2284	Gas	10045935193	312.60	164.11	-	164.11
PUGET SOUND ENERGY	PO BOX 91269 BELLEVUE, WA 98009-9269	Electric	200009844180	1,128.33	592.37	-	592.37
DOMINION ENERGY NORTH CAROLINA	FORMERLY PSNC ENERGY COLUMBIA, SC 29202	Gas	2210080769571	121.64	63.86	-	63.86
AEP-COLUMBUS SOUTHERN POWER	PO BOX 371496 PITTSBURGH, PA 15250	Electric	10027900215	220.74	115.89	-	115.89
AEP-APPALACHIAN POWER	PO BOX 371496 PITTSBURGH, PA 15250-	Electric	2316493291	939.55	493.26	-	493.26
ENTERGY MISSISSIPPI	PO BOX 8105 BATON ROUGE, LA 70891	Electric	58942129	785.18	412.22	-	412.22
SPIRE	700 Market Street 4th Floor	Gas	340631111	990.60	520.06	-	520.06
EVERSOURCE	ST LOUIS, MO 63101 PO BOX 55215	Gas	71003399327	847.99	445.19		445.19
MONTGOMERY COUNTY ENV SVCS	BOSTON, MA 2205 PO BOX 645728	Water	16475549696	43.57	22.87		22.87
	CINCINNATI, OH 45264 PO BOX 847812					-	
NYSEG	BOSTON, MA 2284 PO BOX 409	Gas	10010523032	548.76	288.10	-	288.10
IRISH PROPANE CORPORATION	BUFFALO, NY 14212-0409 ALLEGHENY ENERGY	Propane	CS000	50.83	26.68	-	26.68
WEST PENN POWER	AKRON, OH 44309	Electric	100093495461	56.57	29.70	-	29.70
CONSTELLATION ELEC	PO BOX 4640 CAROL STREAM, IL 60197	Electric	12408982	48.05	25.23	-	25.23
CONSTELLATION ELEC	PO BOX 4640 CAROL STREAM, IL 60197	Electric	12408985	609.29	319.88	-	319.88
CONSTELLATION ELEC	PO BOX 4640 CAROL STREAM, IL 60197	Electric	12416270	349.38	183.42	-	183.42
PORTLAND GENERAL ELEC - OR	PO BOX 4438 PORTLAND, OR 97208-4438	Electric	2837930000	126.23	66.27	-	66.27
PORTLAND GENERAL ELEC - OR	PO BOX 4438 PORTLAND, OR 97208-4438	Electric	4634431000	270.39	141.96	-	141.96
PEOPLES NATURAL GAS	PO BOX 644760 PITTSBURGH, PA 15264	Gas	210003497489	632.35	331.98	-	331.98
WASHINGTON GAS	PO BOX 37747	Gas	320003084946	102.69	53.91	-	53.91
ATMOS ENERGY	PHILADELPHIA, PA 19101-5047 PO BOX 740353	Gas	3007371881	94.16	49.43	_	49.43
ATMOS ENERGY	CINCINNATI, OH 45274 PO BOX 740353	Gas	4029752543	578.71	303.82		303.82
	CINCINNATI, OH 45274 P.O. BOX 1701					22.775.00	303.82
CON ED (JAF STATION)	NEW YORK, NY 10116 PO BOX 419054	Electric	314057030000047	3,668.34	1,925.88	22,775.00	
PPL ELECTRIC UTILITIES MO 63141	SAINT LOUIS, MO 63141 PO BOX 4640	Electric	4925022022	89.08	46.76	-	46.76
CONSTELLATION ELEC	CAROL STREAM, IL 60197	Electric	11853329	642.31	337.21	-	337.21
CONSTELLATION ELEC	PO BOX 4640 CAROL STREAM, IL 60197	Electric	12409004	343.16	180.16	-	180.16
CONSTELLATION ELEC	PO BOX 4640 CAROL STREAM, IL 60197	Electric	11853361	2,651.90	1,392.25	-	1,392.25
MEMPHIS LIGHT GAS & H2O	PO BOX 388 MEMPHIS, TN 38145	Water	11515291068275	303.17	159.17	-	159.17
MEMPHIS LIGHT GAS & H2O	PO BOX 388 MEMPHIS, TN 38145	Water	11515291068276	41.03	21.54	-	21.54
FORT WORTH WATER DEPT	PO BOX 961003 FORT WORTH, TX 76161-0003	Water	603781138136	185.04	97.14	-	97.14
CITY OF CLEVELAND	PO BOX 94540 CLEVELAND, OH 44101-4540	Water	3403510000	39.72	20.85	-	20.85
CITY OF HAGERSTOWN	PO BOX 4608	Electric	2122791	104.86	55.05	-	55.05
CONSTELLATION ELEC	PO BOX 4640	Electric	12410110	133.68	70.18		70.18
CONSTELLATION ELEC	CAROL STREAM, IL 60197 PO BOX 4640	Electric	12410120				
	CAROL STREAM, IL 60197 111 W 2ND STREET			240.55		-	-
TOWNSHIP OF MOORESTOWN	MOORESTOWN, NJ 8057 PO BOX 4640	Water	222171822	348.50	182.96	-	182.96
CONSTELLATION ELEC	CAROL STREAM, IL 60197 PO BOX 1005	Electric	12408991	630.71	331.12	-	331.12
ORANGE & ROCKLAND UTILITIES	SPRING VALLEY, NY 10977 PO BOX 4629	Electric	8657052025	254.65	133.69	-	133.69
COLUMBIA GAS OF OHIO	CAROL STREAM, IL 60197	Gas	157462800070009	68.92	36.18	-	36.18
TOWN OF PLAINFIELD	PO BOX 6012 INDIANAPOLIS, IN 46206-6012	Water	102953	1,406.26	738.29	-	738.29

Case 23-90054 Document 32-5 Filed in TXSB on 02/01/23 Page 10 of 29

			Account Name /	Average Monthly	Half of Average	Prepetition Deposit or	Proposed Adequate
Utility Provider	Provider's Address PO BOX 4640	Service(s) Provided	Number(s)	Expenditure	Monthly Expenditure	L/C (if any)	Assurance
CONSTELLATION ELEC	CAROL STREAM, IL 60197	Electric	12410122	9,550.15	5,013.83	-	5,013.83
CITY OF HAGERSTOWN	PO BOX 4608 LANCASTER, PA 17604	Electric	2122792	239.04	125.50	-	125.50
AUTH OF THE BORO OF CHARLEROI	PO BOX 6272 HERMITAGE, PA 16148	Water	83020	118.70	62.31	-	62.31
CONSTELLATION ELEC	PO BOX 4640 CAROL STREAM, IL 60197	Electric	12416274	302.15	158.63	-	158.63
PALM BEACH COUNTY	PO BOX 24740 WEST PALM BEACH, FL 33416-4740	Water	1000510272	40.99	21.52	-	21.52
COLUMBIA GAS OF OHIO	PO BOX 4629 CAROL STREAM, IL 60197	Gas	157462800060000	209.35	109.91	-	109.91
KATH FUEL OIL SERVICE CO	3096 RICE STREET LITTLE CANADA, MN 55113	Other	74490257	1,113.01	584.33	-	584.33
CITY OF SAND SPRINGS	PO BOX 268801 OKLAHOMA CITY, OK 73126-8801	Water	54958714	135.21	70.98	-	70.98
EVERSOURCE	PO BOX 56005 BOSTON, MA 2205	Electric	54115148066	149.17	78.31	-	78.31
ALLIANT ENERGY/WP&L	PO BOX 3062	Electric	650710000	1,091.59	573.08	-	573.08
ALLIANT ENERGY IPL - MADISON	CEDAR RAPIDS, IA 52406-3062 PO BOX 3060	Electric	6922801000	8,990.98	4,720.26	-	4,720.26
ALLIANT ENERGY/WP&L	CEDAR RAPIDS, IA 52406-3060 PO BOX 3062	Electric	9746830708	650.05	341.28		341.28
BG&E	CEDAR RAPIDS, IA 52406-3062 PO BOX 13070	Electric	9764561000	468.97	246.21		246.21
	PHILADELPHIA, PA 19101-3070 PO BOX 371496						240.21
AEP-COLUMBUS SOUTHERN POWER	PITTSBURGH, PA 15250 PO BOX 371376	Electric	10758787716	931.11	488.83	801.00	-
NATIONAL GRID	PITTSBURGH, PA 15250 PO BOX 371396	Electric	5586394117	231.75	121.67	-	121.67
NATIONAL GRID-MASSACHUSETTS	PITTSBURGH, PA 15250 PO BOX 371376	Electric	6412759003	1,685.95	885.12	-	885.12
NATIONAL GRID	PITTSBURGH, PA 15250	Gas	946388110	120.44	63.23	-	63.23
THE ILLUMINATING COMPANY	PO BOX 3687 AKRON, OH 44309	Electric	110121711151	(19.97)	(10.49)	-	-
NATIONAL FUEL	PO BOX 371835 PITTSBURGH, PA 15250-7835	Gas	608757505	247.67	130.03	-	130.03
NATIONAL FUEL	PO BOX 371835 PITTSBURGH, PA 15250-7835	Gas	371706610	644.69	338.46	-	338.46
NATIONAL GRID	PO BOX 371338 PITTSBURGH, PA 15250	Gas	4223210921	(254.04)	(133.37)	-	-
CITY OF DOVER	PO BOX 15040 WILMINGTON, DE 19886-5040	Electric	NA	46.57	24.45	-	24.45
CITY OF CLEVELAND	PO BOX 94540 CLEVELAND, OH 44101-4540	Fire	4403510000	67.20	35.28	-	35.28
NATIONAL GRID OF NY	PO BOX 371416 PITTSBURGH, PA 15250	Gas	3000625952	415.99	218.39	-	218.39
NYSEG	PO BOX 847812 BOSTON, MA 2284	Electric	10010062122	137.12	71.99	-	71.99
BG&E	PO BOX 13070 PHILADELPHIA, PA 19101-3070	Electric	4984372092	106.87	56.10	-	56.10
AES INDIANA	PO BOX 110 INDIANAPOLIS, IN 46206	Electric	1830116	526.19	276.25	-	276.25
BG&E	PO BOX 13070	Electric	6910811304	382.47	200.80	-	200.80
BG&E	PHILADELPHIA, PA 19101-3070 PO BOX 13070	Electric	8521720000	694.68	364.70	_	364.70
NYSEG	PHILADELPHIA, PA 19101-3070 PO BOX 847812	Gas	10045935151	94.17	49.44		49.44
NYSEG	BOSTON, MA 2284 PO BOX 847812	Electric	10045935201	357.95	187.92		187.92
NORTHEAST OHIO REG SWR DIST	BOSTON, MA 2284 PO BOX 94550		7386160002	117.28	61.57		61.57
	CLEVELAND, OH 44101-4550 PO BOX 4640	Sewer					
CONSTELLATION ELEC	CAROL STREAM, IL 60197 PO BOX 371835	Electric	12410388	279.85	146.92	-	146.92
NATIONAL FUEL	PITTSBURGH, PA 15250-7835 PO BOX 847812	Gas	310350011	702.94	369.04	-	369.04
NYSEG	BOSTON, MA 2284 PO BOX 3687	Electric	10011460648	145.75	76.52	-	76.52
PENN POWER COMPANY	AKRON, OH 44309-3687 3096 RICE STREET	Electric	110004840556	66.46	34.89	-	34.89
KATH FUEL OIL SERVICE CO	LITTLE CANADA, MN 55113	Other	4740302	276.06	144.93	-	144.93
CHATTANOOGA GAS COMPANY	PO BOX 5408 CAROL STREAM, IL 60197-5408	Gas	7687460445	348.85	183.14	-	183.14
DOMINION ENERGY VA&NC POWER	PO BOX 26543 RICHMOND, VA 23290	Electric	9500259073	64.05	33.63	-	33.63
DOMINION ENERGY VA&NC POWER	PO BOX 26543 RICHMOND, VA 23290	Electric	9514130245	243.22	127.69	-	127.69
CONSTELLATION ELEC	PO BOX 4640 CAROL STREAM, IL 60197	Electric	11880836	282.00	148.05	-	148.05
CONSTELLATION ELEC	PO BOX 4640 CAROL STREAM, IL 60197	Electric	11853300	696.10	365.45	-	365.45
CONSTELLATION ELEC	PO BOX 4640 CAROL STREAM, IL 60197	Electric	13004299	6,056.66	3,179.75	-	3,179.75
CONSTELLATION ELEC	PO BOX 4640 CAROL STREAM, IL 60197	Electric	11853376	23.51	12.34	-	12.34
CONSTELLATION ELEC	PO BOX 4640 CAROL STREAM, IL 60197	Electric	12294589	16.44	8.63	-	8.63
SCANA ENERGY	PO BOX 105046	Gas	2310134190279	362.37	190.25	335.00	-
	ATLANTA, GA 30348						

Case 23-90054 Document 32-5 Filed in TXSB on 02/01/23 Page 19 of 29

			Account Name /	Average Monthly	Half of Average	Prepetition Deposit or	Proposed Adequate
Utility Provider	Provider's Address	Service(s) Provided	Number(s)	Expenditure	Monthly Expenditure	L/C (if any)	Assurance
CENTERPOINT ENERGY	PO BOX 4981 HOUSTON, TX 77210-4981	Gas	39379128	380.35	199.68	-	199.68
FPL	GENERAL MAIL FACILITY MIAMI, FL 33188-0001	Electric	7589790521	732.14	384.37	-	384.37
FPL	GENERAL MAIL FACILITY	Electric	8330250526	837.11	439.48	-	439.48
FDI	MIAMI, FL 33188-0001 GENERAL MAIL FACILITY	Fl-stri-	0504564524	020.11			425.20
FPL	MIAMI, FL 33188-0001 PO BOX 847812	Electric	8501564531	829.11	435.28	-	435.28
NYSEG	BOSTON, MA 2284	Electric	10045935235	81.43	42.75	-	42.75
PECO ENERGY	PAYMENT PROCESSING PHILADELPHIA, PA 19101	Electric	4598031008	104.38	54.80	-	54.80
PECO ENERGY	PAYMENT PROCESSING PHILADELPHIA, PA 19101	Electric	5503392055	375.98	197.39	-	197.39
DUKE ENERGY PROGRESS	PO BOX 1094	Electric	910081750070	20.32	10.67		10.67
	CHARLOTTE, NC 28201 PO BOX 1094						
DUKE ENERGY PROGRESS	CHARLOTTE, NC 28201	Electric	910081750236	563.42	295.80	-	295.80
NATIONAL GRID-MASSACHUSETTS	PO BOX 371396 PITTSBURGH, PA 15250	Electric	207389008	419.29	220.13	-	220.13
CONSTELLATION ELEC	PO BOX 4640 CAROL STREAM, IL 60197	Electric	11879755	2,168.57	1,138.50	-	1,138.50
CONSTELLATION ELEC	PO BOX 4640	Electric	11880722	1,028.64	540.04	-	540.04
CONSTELLATION ELEC	PO BOX 4640	Electric	12416267	1,498.86	786.90		786.90
	CAROL STREAM, IL 60197 PO BOX 8105					-	
ENTERGY MISSISSIPPI	BATON ROUGE, LA 70891	Electric	20710158	541.20	284.13	-	284.13
VILLAGE OF DELHI	PO BOX 328 DELHI, NY 13753	Water	C5000	11.29	5.93	-	5.93
NATIONAL GRID - LONG ISLAND	PO BOX 371382 PITTSBURGH, PA 15250	Gas	6781151000	341.14	179.10	-	179.10
CONSTELLATION ELEC	PO BOX 4640	Electric	11880854	392.07	205.83		205.83
	CAROL STREAM, IL 60197 PO BOX 4640						
CONSTELLATION ELEC	CAROL STREAM, IL 60197	Electric	12408979	382.12	200.61	-	200.61
CONSTELLATION ELEC	PO BOX 4640 CAROL STREAM, IL 60197	Electric	12416269	(29.31)	(15.39)	-	-
RG&E	PO BOX 847813 BOSTON, MA 02284-7813	Gas	20013797574	(123.52)	(64.85)	-	-
RG&E	PO BOX 847813	Gas	20013797335	65.01	34.13	-	34.13
CONSTELLATION ELEC	BOSTON, MA 02284-7813 PO BOX 4640	Electric	12410385	571.76	300.17		300.17
	CAROL STREAM, IL 60197 PO BOX 371412						
PENNSYLVANIA AMERICAN WATER CO	PITTSBURGH, PA 15250	Water	1024220018247720	46.16	24.23	-	24.23
CONSTELLATION ELEC	PO BOX 4640 CAROL STREAM, IL 60197	Electric	12416271	233.69	122.69	-	122.69
CONSTELLATION ELEC	PO BOX 4640 CAROL STREAM, IL 60197	Electric	12408980	273.84	143.77	-	143.77
ORANGE & ROCKLAND UTILITIES	PO BOX 1005	Electric	9854061018	1,309.96	687.73	2,745.00	-
VILLACE OF ARCADE	SPRING VALLEY, NY 10977 17 CHURCH STREET	Electric	220140002	353.36	194.00		194.00
VILLAGE OF ARCADE	ARCADE, NY 14009 PO BOX 826531			352.36	184.99	-	184.99
CHESAPEAKE UTILITIES	PHILADELPHIA, PA 19182	Gas	1381014132991	295.90	155.35	-	155.35
NATIONAL GRID	PO BOX 371338 PITTSBURGH, PA 15250	Gas	4593815880	203.74	106.97	-	106.97
CONSTELLATION ELEC	PO BOX 4640 CAROL STREAM, IL 60197	Electric	12410117	104.81	55.03	-	55.03
CONSTELLATION ELEC	PO BOX 4640	Electric	12408992	146.18	76.74	-	76.74
CITY TREASURED DOCUESTED MY	PO BOX 5508	W-+	1500500005	90.47	42.25		
CITY TREASURER ROCHESTER NY	BINGHAMTON, NY 13902-5508 17 CHURCH STREET	Water	1500690005	80.47	42.25	-	42.25
VILLAGE OF ARCADE	ARCADE, NY 14009	Water	921740000	42.04	22.07	-	22.07
PETRO HOME SERVICES	PO BOX 70282 PHILADELPHIA, PA 19176	Fuel Heating Oil	106225573	716.87	376.36	-	376.36
CONSTELLATION ELEC	PO BOX 4640 CAROL STREAM, IL 60197	Electric	12410391	887.29	465.83	-	465.83
WASHINGTON GAS	PO BOX 37747	Gas	320002141853	51.94	27.27		27.27
	PHILADELPHIA, PA 19101-5047 PO BOX 37747						
WASHINGTON GAS	PHILADELPHIA, PA 19101-5047 PO BOX 740353	Gas	320002143735	538.71	282.82	-	282.82
ATMOS ENERGY	CINCINNATI, OH 45274	Gas	3017114943	325.56	170.92	-	170.92
ATMOS ENERGY	PO BOX 740353 CINCINNATI, OH 45274	Gas	3021755298	71.48	37.53	-	37.53
BG&E	PO BOX 13070	Electric	1208014590	129.30	67.88	-	67.88
BG&E	PHILADELPHIA, PA 19101-3070 PO BOX 13070	Gas	2426063085	415.72	218.25	-	218.25
	PHILADELPHIA, PA 19101-3070 PO BOX 13070						
BG&E	PHILADELPHIA, PA 19101-3070	Electric	3857469403	296.68	155.76	-	155.76
BG&E	PO BOX 13070 PHILADELPHIA, PA 19101-3070	Electric	6117900324	125.53	65.90	-	65.90
BG&E	PO BOX 13070 PHILADELPHIA, PA 19101-3070	Electric	7624300000	365.65	191.97	-	191.97
NYSEG	PO BOX 847812	Electric	10045935318	25.74	13.51	-	13.51
DOMINION ENERGY VA&NC POWER	BOSTON, MA 2284 PO BOX 26543	Electric	8194863117	19.97	10.48		10.48
	RICHMOND, VA 23290		013 7003117	15.57	10.40		10.70

Case 23-90054 Document 32-5 Filed in TXSB on 02/01/23 Page 20 of 29

			Account Name /	Average Monthly	Half of Average	Prepetition Deposit or	Proposed Adequate
Utility Provider	Provider's Address	Service(s) Provided	Number(s)	Expenditure	Monthly Expenditure	L/C (if any)	Assurance
DUQUESNE LIGHT CO	PO BOX 371324 PITTSBURGH, PA 15250	Electric	7826293555	261.60	137.34	-	137.34
PECO ENERGY	PAYMENT PROCESSING PHILADELPHIA, PA 19101	Electric	8060801007	903.77	474.48	-	474.48
DELMARVA POWER	PO BOX 13609 PHILADELPHIA, PA 19101	Electric	50009584629	195.79	102.79	-	102.79
AEP-COLUMBUS SOUTHERN POWER	PO BOX 371496 PITTSBURGH, PA 15250	Electric	7772126632	195.65	102.71	-	102.71
PUBLIC SERVICE CO OF OK	PO BOX 371496 PITTSBURGH, PA 15250-7496	Electric	95334264322	526.05	276.18	-	276.18
DUKE ENERGY PROGRESS	PO BOX 1094	Electric	910082106014	152.16	79.88	-	79.88
DUKE ENERGY FLORIDA	PO BOX 1094	Electric	910088324264	43.49	22.83		22.83
DUKE ENERGY FLORIDA	CHARLOTTE, NC 28201 PO BOX 1094	Electric	910088324412	234.42	123.07		123.07
DUKE ENERGY FLORIDA	PO BOX 1094	Electric	910088324917	245.29	128.78		128.78
DUKE ENERGY FLORIDA	PO BOX 1094	Electric	910088325215	55.35	29.06		29.06
DUKE ENERGY FLORIDA	CHARLOTTE, NC 28201 PO BOX 1094	Electric	910088325364	(176.53)	(92.68)		
	CHARLOTTE, NC 28201 PO BOX 371338						C40.07
NATIONAL GRID	PITTSBURGH, PA 15250 PO BOX 371835	Gas	4422218520	1,236.14	648.97	-	648.97
NATIONAL FUEL	PITTSBURGH, PA 15250-7835 700 Market Street 4th Floor	Gas	532141307	473.60	248.64	-	248.64
SPIRE	ST LOUIS, MO 63101 PO BOX 4640	Gas	9887101000	444.16	233.18	-	233.18
CONSTELLATION ELEC	CAROL STREAM, IL 60197	Electric	12416273	285.88	150.09	-	150.09
INDIANA AMERICAN WATER	PO BOX 6029 CAROL STREAM, IL 60197	Fire	1010220017414470	28.20	14.80	-	14.80
NATIONAL GRID	PO BOX 371376 PITTSBURGH, PA 15250	Gas	3808675106	172.15	90.38	-	90.38
NATIONAL GRID-MASSACHUSETTS	PO BOX 371396 PITTSBURGH, PA 15250	Electric	3941467002	514.14	269.92	-	269.92
NATIONAL GRID	PO BOX 371376 PITTSBURGH, PA 15250	Electric	3943015006	23.30	12.23	-	12.23
NATIONAL GRID-MASSACHUSETTS	PO BOX 371396 PITTSBURGH, PA 15250	Electric	5199881005	328.41	172.41	-	172.41
NATIONAL GRID-MASSACHUSETTS	PO BOX 371396 PITTSBURGH, PA 15250	Electric	6448200008	105.40	55.33	-	55.33
NATIONAL GRID	PO BOX 371376 PITTSBURGH, PA 15250	Electric	7088668103	801.38	420.73	-	420.73
NATIONAL GRID	PO BOX 371376 PITTSBURGH, PA 15250	Electric	7108668101	100.04	52.52	-	52.52
CONSTELLATION ELEC	PO BOX 4640	Electric	11880858	190.27	99.89	-	99.89
ENTERGY MISSISSIPPI	CAROL STREAM, IL 60197 PO BOX 8105	Electric	15715337	533.54	280.11	-	280.11
ENTERGY MISSISSIPPI	PO BOX 8105	Electric	15715634	353.56	185.62		185.62
ENTERGY MISSISSIPPI	PO BOX 8105	Electric	58956384	338.49	177.71		177.71
ENTERGY MISSISSIPPI	PO BOX 8105	Electric	58956442	1,319.29	692.63	324.00	692.63
MEMPHIS LIGHT GAS & H2O	PO BOX 388	Electric	11515291453982	4,693.27	2,463.97	324.00	2,463.97
	MEMPHIS, TN 38145 PO BOX 4640			*		-	•
CONSTELLATION ELEC	CAROL STREAM, IL 60197 PO BOX 307	Electric	12410382	406.92	213.63	-	213.63
GALVESTON COUNTY WCID #1	DICKINSON, TX 77539-0307 PO BOX 4640	Fire	20035115001	58.44	30.68	-	30.68
CONSTELLATION ELEC	CAROL STREAM, IL 60197 PO BOX 4640	Electric	11853267	680.41	357.22	-	357.22
CONSTELLATION ELEC	CAROL STREAM, IL 60197	Electric	11880845	587.17	308.27	-	308.27
CONSTELLATION ELEC	PO BOX 4640 CAROL STREAM, IL 60197	Electric	12410374	364.70	191.47	-	191.47
NATIONAL FUEL	PO BOX 371835 PITTSBURGH, PA 15250-7835	Gas	834665303	74.00	38.85	-	38.85
CONSTELLATION ELEC	PO BOX 4640 CAROL STREAM, IL 60197	Electric	11880864	605.39	317.83	-	317.83
CONSTELLATION ELEC	PO BOX 4640 CAROL STREAM, IL 60197	Electric	11853308	259.77	136.38	-	136.38
CONSTELLATION ELEC	PO BOX 4640 CAROL STREAM, IL 60197	Electric	12408986	308.46	161.94	-	161.94
EVERSOURCE NSTAR	PO BOX 56007 BOSTON, MA 2205	Gas	10471490010	307.83	161.61	-	161.61
EVERSOURCE NSTAR	PO BOX 56007 BOSTON, MA 2205	Gas	16060850035	552.81	290.23	-	290.23
EVERSOURCE CT ELECTRIC	PO BOX 56002	Electric	51964795058	674.27	353.99	-	353.99
EVERSOURCE	BOSTON, MA 02205-6002 PO BOX 56005	Electric	54178102059	188.28	98.85	-	98.85
UGI UTILITIES INC	BOSTON, MA 2205 PO BOX 15503	Gas	411002925237	120.40	63.21	1,294.00	
ALLIANT ENERGY/WP&L	WILMINGTON, DE 19886-5503 PO BOX 3062	Electric	7786320000	122.11	64.11	_,	64.11
BERKSHIRE GAS COMPANY	CEDAR RAPIDS, IA 52406-3062 PO BOX 847821	Gas	7000100511149	377.35	198.11		198.11
	BOSTON, MA 2284 DEPARTMENT OF PUBLIC UTILITIES					-	
CITY OF RICHMOND	CHARLOTTE, NC 28272	Gas	7617440128096	180.99	95.02	-	95.02

Case 23-90054 Document 32-5 Filed in TXSB on 02/01/23 Page 23 of 29

			Account Name /	Average Monthly	Half of Average	Prepetition Deposit or	Proposed Adequate
Utility Provider	Provider's Address PO BOX 37779	Service(s) Provided	Number(s)	Expenditure	Monthly Expenditure	L/C (if any)	Assurance
LEE COUNTY UTILITIES	BOONE, IA 50037	Water	11611589	155.70	81.74	-	81.74
BERKSHIRE GAS COMPANY	PO BOX 847821 BOSTON, MA 2284	Gas	7000100511123	186.57	97.95	-	97.95
COLUMBIA GAS OF PENNSYLVANIA	PO BOX 70285 PHILADELPHIA, PA 19176	Gas	104672360010006	154.42	81.07	-	81.07
CITY OF VICKSBURG	PO BOX 58 VICKSBURG, MS 39181	Gas	1140098	220.37	115.70	-	115.70
BERKSHIRE GAS COMPANY	PO BOX 847821 BOSTON, MA 2284	Gas	7000100511131	98.48	51.70	-	51.70
COLUMBIA GAS OF PENNSYLVANIA	PO BOX 70285	Gas	101965340020001	718.32	377.12	_	377.12
CASCADE NATURAL GAS CORP	PHILADELPHIA, PA 19176 PO BOX 5600	Gas	20413000009	56.17	29.49		29.49
	BISMARCK , ND 58506-5600 PO BOX 371835		336279411				
NATIONAL FUEL	PITTSBURGH, PA 15250-7835 PO BOX 4640	Gas		1,185.92	622.61	-	622.61
CONSTELLATION ELEC	CAROL STREAM, IL 60197 PO BOX 4640	Electric	12294587	1.22	0.64	-	0.64
CONSTELLATION ELEC	CAROL STREAM, IL 60197	Electric	12408988	172.86	90.75	-	90.75
CONSTELLATION ELEC	PO BOX 4640 CAROL STREAM, IL 60197	Electric	12409000	34.23	17.97	-	17.97
CONSTELLATION ELEC	PO BOX 4640 CAROL STREAM, IL 60197	Electric	12409002	364.57	191.40	-	191.40
CONSTELLATION ELEC	PO BOX 4640 CAROL STREAM, IL 60197	Electric	12408998	192.36	100.99	-	100.99
NATIONAL GRID	PO BOX 371376 PITTSBURGH, PA 15250	Electric	9171283112	82.15	43.13	-	43.13
TEXAS GAS SERVICE	PO BOX 219913 KANSAS CITY, MO 64121-9913	Gas	912805293242922000	738.65	387.79	-	387.79
DUKE ENERGY CAROLINAS	PO BOX 1094 CHARLOTTE, NC 28201	Electric	910032204151	73.31	38.49	-	38.49
FPL	GENERAL MAIL FACILITY MIAMI, FL 33188-0001	Electric	967022344	462.25	242.68	-	242.68
FPL	GENERAL MAIL FACILITY	Electric	8392939578	110.81	58.17	-	58.17
NYSEG	MIAMI, FL 33188-0001 PO BOX 847812	Electric	10045935284	1,885.16	989.71		989.71
	BOSTON, MA 2284 PO BOX 31318			*			
TAMPA ELECTRIC COMPANY	TAMPA, FL 33631-3318 PO BOX 31318	Electric	211000635741	417.76	219.33	-	219.33
TAMPA ELECTRIC COMPANY	TAMPA, FL 33631-3318 PO BOX 31318	Electric	211000636020	833.91	437.80	-	437.80
TAMPA ELECTRIC COMPANY	TAMPA, FL 33631-3318 PO BOX 31318	Electric	211000636251	961.33	504.70	-	504.70
TAMPA ELECTRIC COMPANY	TAMPA, FL 33631-3318	Electric	211000636517	497.95	261.43	-	261.43
TAMPA ELECTRIC COMPANY	PO BOX 31318 TAMPA, FL 33631-3318	Electric	211000636806	174.99	91.87	-	91.87
TAMPA ELECTRIC COMPANY	PO BOX 31318 TAMPA, FL 33631-3318	Electric	211000637085	1,130.25	593.38	-	593.38
TAMPA ELECTRIC COMPANY	PO BOX 31318 TAMPA, FL 33631-3318	Electric	211000637820	2,168.60	1,138.52	-	1,138.52
TAMPA ELECTRIC COMPANY	PO BOX 31318 TAMPA, FL 33631-3318	Electric	211019059289	165.23	86.74	358.00	-
TAMPA ELECTRIC COMPANY	PO BOX 31318 TAMPA, FL 33631-3318	Electric	211019069049	169.82	89.16	290.00	-
TAMPA ELECTRIC COMPANY	PO BOX 31318 TAMPA, FL 33631-3318	Electric	211019101305	991.23	520.40	2,277.00	-
CONSTELLATION ELEC	PO BOX 4640	Electric	12410376	807.24	423.80	-	423.80
CONSTELLATION ELEC	PO BOX 4640	Electric	12416266	2.35	1.23	-	1.23
WILKINSON PENN JOINT WTR AUTH	CAROL STREAM, IL 60197 2200 ROBINSON BLVD	Fire	9368949012	100.29	52.65		52.65
ENTERGY MISSISSIPPI	PITTSBURGH, PA 15221 PO BOX 8105	Electric	58956319	715.92	375.86		375.86
RG&E	BATON ROUGE, LA 70891 PO BOX 847813	Gas	20026141281	242.28	127.20		127.20
	BOSTON, MA 02284-7813 PO BOX 6017					-	
NW NATURAL	PORTLAND, OR 97228 ONE EVERETT PLACE	Gas	33905324	17.14	9.00	-	9.00
BOROUGH OF EAST RUTHERFORD, NJ	EAST RUTHERFORD, NJ 7073 PO BOX 361	Sewer	4460	31.68	16.63	-	16.63
BOULDER OIL CO	UNADILLA, NY 13849 PO BOX 182254	Propane	16001	543.39	285.28	-	285.28
EPB ELECTRIC POWER BOARD	CHATTANOOGA, TN 37422-7254	Electric	1630670007	616.58	323.70	-	323.70
CITY OF CARMEL UTILITIES	PO BOX 109 CARMEL, IN 46082	Water	504594103	41.07	21.56	-	21.56
HENRY COUNTY WATER AUTHORITY	1695 HWY 20 WEST MCDONOUGH, GA 30253	Fire	37836068196	1,657.13	869.99	-	869.99
ORANGE COUNTY UTILITIES	PO BOX 105573 ATLANTA, GA 30348	Fire	8248346446	85.12	44.69	198.20	-
READING AREA WATER AUTHORITY	PO BOX 3315 LANCASTER, PA 17604	Water	3707201	55.18	28.97	-	28.97
METRO ST LOUIS SWR DIST	PO BOX 437 ST LOUIS, MO 63166-0437	Sewer	5907704	32.59	17.11	-	17.11
TOWN OF NORTHBRIDGE DPW WTR DV	PO BOX 823 READING, MA 01867-0406	Water	36113050	(112.50)	(59.06)	-	-
CONNECTICUT NATURAL GAS CORP	PO BOX 847820	Gas	4000104030842	(2,081.95)	(1,093.02)	-	-
NW NATURAL	BOSTON, MA 2284 PO BOX 6017	Gas	34487983	367.48	192.93	-	192.93
	PORTLAND, OR 97228						

Case 23-90054 Document 32-5 Filed in TXSB on 02/01/23 Page 22 of 29

			Account Name /	Average Monthly	Half of Average	Prepetition Deposit or	Proposed Adequate
Utility Provider	Provider's Address PO BOX 1423	Service(s) Provided	Number(s)	Expenditure	Monthly Expenditure	L/C (if any)	Assurance
CENTERPOINT(02) - INDIANA GAS DIVISION	HOUSTON, TX 77251	Gas	262151359952333000	(3,826.54)	(2,008.93)	-	-
COLUMBIA GAS OF VIRGINIA	PO BOX 70319 PHILADELPHIA, PA 19176	Gas	175819390070007	653.39	343.03	-	343.03
CONSTELLATION ELEC	PO BOX 4640 CAROL STREAM, IL 60197	Electric	12410115	711.17	373.36	-	373.36
RG&E	PO BOX 847813 BOSTON, MA 02284-7813	Electric	20030595258	619.58	325.28	1,935.00	-
UTILITIES COMMISSION	PO BOX 100 NEW SMYRNA BEACH, FL 32170	Electric	164904508220	1,005.31	527.79	-	527.79
CENTRAL HUDSON GAS & ELECTRIC	284 SOUTH AVENUE POUGHKEEPSIE, NY 12601-4839	Electric	21003116890	727.82	382.11	-	382.11
CONSTELLATION ELEC	PO BOX 4640	Electric	11853334	3,060.93	1,606.99	-	1,606.99
DOMINION ENERGY OHIO	CAROL STREAM, IL 60197 PO BOX 26785	Gas	6500007762888	1,716.91	901.38	-	901.38
CONSTELLATION ELEC	RICHMOND, VA 23261-6785 PO BOX 4640	Electric	12410380	232.20	121.91		121.91
NATIONAL FUEL	PO BOX 371835	Gas	593307901	263.71	138.45		138.45
TOWN OF STRATFORD	PITTSBURGH, PA 15250-7835 PO BOX 9722	Sewer	PEPBOYS	280.46	147.24		147.24
	STRATFORD, CT 06615-9122 PO BOX 847819						
SOUTHERN CONNECTICUT GAS (SCG)	BOSTON, MA 2284 PO BOX 437	Gas	5000114388320	1,083.29	568.73	250.00	568.73
METRO ST LOUIS SWR DIST	ST LOUIS, MO 63166-0437 PO BOX 2455	Sewer	2471241	55.60	29.19	-	29.19
CITY OF DAYTONA BEACH	DAYTONA BEACH, FL 32115	Water	284203	383.43	201.30	-	201.30
CONSTELLATION ELEC	PO BOX 4640 CAROL STREAM, IL 60197	Electric	12408994	130.59	68.56	-	68.56
GAS SOUTH	PO BOX 530552 ATLANTA, GA 30353-0552	Gas	6226308627	1,382.31	725.71	-	725.71
AES INDIANA	PO BOX 110 INDIANAPOLIS, IN 46206	Electric	249325	959.96	503.98	-	503.98
ORANGE & ROCKLAND UTILITIES	PO BOX 1005 SPRING VALLEY, NY 10977	Electric	8615052025	766.90	402.62	-	402.62
CITY OF DAYTONA BEACH	PO BOX 2455 DAYTONA BEACH, FL 32115	Fire	284304	103.26	54.21	-	54.21
ARTESIAN WATER CO INC.	PO BOX 15069	Water	8764000000	31.29	16.43	-	16.43
CENTERPOINT ENERGY (MN)	WILMINGTON, DE 19886 PO BOX 4671	Gas	104996657	173.99	91.35	_	91.35
FPL	HOUSTON, TX 77210-4671 GENERAL MAIL FACILITY	Electric	5602978578	422.27	221.69		221.69
	MIAMI, FL 33188-0001 PO BOX 26543						
DOMINION ENERGY VA&NC POWER	RICHMOND, VA 23290 PO BOX 371324	Electric	3950447353	783.77	411.48	-	411.48
DUQUESNE LIGHT CO	PITTSBURGH, PA 15250 PO BOX 740353	Electric	4369448360	104.61	54.92	-	54.92
ATMOS ENERGY	CINCINNATI, OH 45274 PO BOX 740353	Gas	3021754628	101.52	53.30	-	53.30
ATMOS ENERGY	CINCINNATI, OH 45274	Gas	3021755083	503.24	264.20	-	264.20
BG&E	PO BOX 13070 PHILADELPHIA, PA 19101-3070	Electric	1903938683	502.90	264.02	-	264.02
GEORGIA POWER	96 ANNEX ATLANTA, GA 30396	Electric	5611845067	468.29	245.85	3,080.00	-
GEORGIA POWER	96 ANNEX ATLANTA, GA 30396	Electric	7195843010	1,868.45	980.94	-	980.94
CONSTELLATION ELEC	PO BOX 4640 CAROL STREAM, IL 60197	Electric	12408981	121.63	63.85	-	63.85
PEOPLES NATURAL GAS	PO BOX 644760 PITTSBURGH, PA 15264	Gas	210005536102	155.90	81.85	-	81.85
CITY OF WINTER HAVEN	PO BOX 2277	Water	77323500001	102.24	53.68	-	53.68
NATIONAL FUEL	WINTER HAVEN, FL 33883-2277 PO BOX 371835	Gas	593164210	60.31	31.66	-	31.66
COLUMBIA GAS OF OHIO	PITTSBURGH, PA 15250-7835 PO BOX 4629	Gas	122068290010000	335.60	176.19		176.19
DANIELS PROPANE	PO BOX 32	Fuel Heating Oil	22233	186.43	97.87		97.87
PEOPLES NATURAL GAS	PORTLAND, CT 06480-0032 PO BOX 644760						
	PITTSBURGH, PA 15264 525 LAWRENCE AVE	Gas	200001366596	146.46	76.89	-	76.89
BOROUGH OF ELLWOOD CITY	ELLWOOD CITY, PA 16117-8528 PO BOX 644760	Electric	187720023	248.94	130.70	-	130.70
PEOPLES NATURAL GAS	PITTSBURGH, PA 15264	Gas	210004691056	568.13	298.27	-	298.27
PEOPLES NATURAL GAS	PO BOX 644760 PITTSBURGH, PA 15264	Gas	200004651697	175.75	92.27	-	92.27
CITY OF SEATTLE - PUBLIC UTIL	PO BOX 35177 SEATTLE, WA 98124-5177	Water	8637127455	163.86	86.03	-	86.03
ORANGE & ROCKLAND UTILITIES	PO BOX 1005 SPRING VALLEY, NY 10977	Electric	327135035	503.67	264.43	-	264.43
ORANGE & ROCKLAND UTILITIES	PO BOX 1005 SPRING VALLEY, NY 10977	Electric	9812061027	176.48	92.65	-	92.65
ORANGE & ROCKLAND UTILITIES	PO BOX 1005 SPRING VALLEY, NY 10977	Electric	3423123016	535.61	281.20	-	281.20
CALHOUN UTILITIES	700 W LINE ST	Electric	928201	323.37	169.77	-	169.77
GAS SOUTH	CALHOUN, GA 30701 PO BOX 530552	Gas	2706784306	665.10	349.18	_	349.18
ROANOKE GAS CO	ATLANTA, GA 30353-0552 PO BOX 70848	Gas	7209968	619.82	325.40	-	325.40
	CHARLOTTE, NC 28272-0848		7203308	013.02	323.40		323.40

Case 23-90054 Document 32-5 Filed in TXSB on 02/01/23 Page 25 of 29

			Account Name /	Average Monthly	Half of Average	Prepetition Deposit or	Proposed Adequate
Utility Provider	Provider's Address	Service(s) Provided	Number(s)	Expenditure	Monthly Expenditure	L/C (if any)	Assurance
CONSTELLATION ELEC	PO BOX 4640 CAROL STREAM, IL 60197	Electric	12410377	486.92	255.63	-	255.63
CONSTELLATION ELEC	PO BOX 4640 CAROL STREAM, IL 60197	Electric	12410106	9.50	4.99	-	4.99
CONSTELLATION ELEC	PO BOX 4640 CAROL STREAM, IL 60197	Electric	12410387	727.57	381.97	-	381.97
CONSTELLATION ELEC	PO BOX 4640 CAROL STREAM, IL 60197	Electric	12410392	324.66	170.45	-	170.45
COLUMBIA GAS OF VIRGINIA	PO BOX 70319 PHILADELPHIA, PA 19176	Gas	128190130040005	(145.50)	(76.39)	-	-
CONSTELLATION ELEC	PO BOX 4640 CAROL STREAM, IL 60197	Electric	11878440	1,619.25	850.10	-	850.10
UNITED ILLUMINATING CO	PO BOX 847818 BOSTON, MA 2284	Electric	1000002469889	924.90	485.57	-	485.57
RG&E	PO BOX 847813 BOSTON, MA 02284-7813	Electric	20026092856	141.03	74.04		74.04
CONSTELLATION ELEC	PO BOX 4640	Electric	11880837	179.94	94.47	-	94.47
CONSTELLATION ELEC	CAROL STREAM, IL 60197 PO BOX 4640 CAROL STREAM, IL 60197	Electric	12416276	361.40	189.73	-	189.73
CONSTELLATION ELEC	PO BOX 4640	Electric	11853373	665.35	349.31		349.31
CONSTELLATION ELEC	PO BOX 4640	Electric	11853375	7.79	4.09		4.09
	CAROL STREAM, IL 60197 PO BOX 4640						
CONSTELLATION ELEC	CAROL STREAM, IL 60197 PO BOX 4640	Electric	11853378	177.99	93.44	-	93.44
CONSTELLATION ELEC	CAROL STREAM, IL 60197 PO BOX 4640	Electric	11853380	1,077.16	565.51	-	565.51
CONSTELLATION ELEC	CAROL STREAM, IL 60197	Electric	12294577	962.96	505.55	-	505.55
AEP-OHIO POWER	PO BOX 371496 PITTSBURGH, PA 15250-	Electric	7467475302	191.12	100.34	415.00	-
NYSEG	PO BOX 847812 BOSTON, MA 2284	Gas	10045935300	1,921.16	1,008.61	-	1,008.61
DOMINION ENERGY VA&NC POWER	PO BOX 26543 RICHMOND, VA 23290	Electric	4153541059	841.81	441.95	1,688.00	-
PUGET SOUND ENERGY	PO BOX 91269 BELLEVUE, WA 98009-9269	Electric	200013834656	136.16	71.48	-	71.48
CON ED (JAF STATION)	P.O. BOX 1701 NEW YORK, NY 10116	Electric	302091401500016	1,179.86	619.43	1,095.00	-
CON ED (JAF STATION)	P.O. BOX 1701	Electric	302091401520097	351.02	184.28	-	184.28
CON ED (JAF STATION)	NEW YORK, NY 10116 P.O. BOX 1701	Electric	393091008500054	574.97	301.86	_	301.86
DUKE ENERGY FLORIDA	NEW YORK, NY 10116 PO BOX 1094	Electric	910088324743	264.99	139.12		139.12
DUKE ENERGY FLORIDA	PO BOX 1094	Electric	910088326464	1,374.45	721.58		721.58
VIRGINIA NATURAL GAS	CHARLOTTE, NC 28201 PO BOX 5409	Gas	4257055597	168.07	88.24		88.24
CONSTELLATION ELEC	CAROL STREAM, IL 60197-5409 PO BOX 4640	Electric	11880849	206.15	108.23		108.23
	CAROL STREAM, IL 60197 PO BOX 3687					-	
PENELEC	AKRON, OH 44309 PO BOX 70285	Electric	100003222047	64.50	33.86	-	33.86
COLUMBIA GAS OF PENNSYLVANIA	PHILADELPHIA, PA 19176 PO BOX 644760	Gas	205547080010008	526.80	276.57	-	276.57
PEOPLES NATURAL GAS	PITTSBURGH, PA 15264	Gas	210004033242	764.95	401.60	-	401.60
CONNEXUS ENERGY	PO BOX 1808 MINNEAPOLIS, MN 55480	Electric	627664208375	293.47	154.07	537.00	-
XCEL ENERGY-NSP MN NDSD	PO BOX 9477 MINNEAPOLIS, MN 55484	Electric	5159407220	1,107.68	581.53	-	581.53
NATIONAL GRID-MASSACHUSETTS	PO BOX 371396 PITTSBURGH, PA 15250	Electric	1462867000	194.83	102.29	-	102.29
CITY OF DALLAS TX	CITY HALL 2DSOUTH DALLAS, TX 75277	Water	100050188	305.04	160.15	-	160.15
CONSTELLATION ELEC	PO BOX 4640 CAROL STREAM, IL 60197	Electric	11880721	218.36	114.64	-	114.64
CONSTELLATION ELEC	PO BOX 4640 CAROL STREAM, IL 60197	Electric	11880723	758.38	398.15	-	398.15
CONSTELLATION ELEC	PO BOX 4640 CAROL STREAM, IL 60197	Electric	11880724	462.50	242.81	-	242.81
MIDAMERICAN ENERGY SVCS LLC	PO BOX 8019 DAVENPORT, IA 52808-8019	Electric	453115	40.35	21.18	-	21.18
OKLAHOMA NATURAL GAS	PO BOX 219296 KANSAS CITY, MO 64121-9296	Gas	211121078180576000	184.51	96.87	-	96.87
PECO ENERGY	PAYMENT PROCESSING PHILADELPHIA, PA 19101	Electric	3543400404	245.82	129.05	-	129.05
DELMARVA POWER	PO BOX 13609	Electric	50009584637	250.91	131.73	-	131.73
DUQUESNE LIGHT CO	PHILADELPHIA, PA 19101 PO BOX 371324 PITTERLIBOH, PA 15250	Electric	3921000000	652.37	342.50	-	342.50
PSE&G	PITTSBURGH, PA 15250 PO BOX 14444	Electric	6680909309	674.57	354.15		354.15
CONSTELLATION ELEC	NEW BRUNSWICK, NJ 08906-4444 PO BOX 4640	Electric	11853324	173.84	91.27	_	91.27
RG&E	CAROL STREAM, IL 60197 PO BOX 847813	Electric	20030595225	305.96	160.63	140.00	160.63
CONSTELLATION ELEC	BOSTON, MA 02284-7813 PO BOX 4640	Electric	12410112	2,249.12	1,180.79	140.00	1,180.79
	CAROL STREAM, IL 60197 PO BOX 11700					-	
PHILADELPHIA GAS WORKS	NEWARK, NJ 7101	Gas	127477121	1,027.09	539.22	-	539.22

Case 23-90054 Document 32-5 Filed in TXSB on 02/01/23 Page 26 of 29

			Account Name /	Average Monthly	Half of Average	Prepetition Deposit or	Proposed Adequate
Utility Provider	Provider's Address	Service(s) Provided	Number(s)	Expenditure	Monthly Expenditure	L/C (if any)	Assurance
CHAMPION ENERGY SERVICES	PO BOX 4336 HOUSTON, TX 77210	Electric	625483	1,052.06	552.33	-	552.33
KC WATER SERVICES	PO BOX 807045 KANSAS CITY, MO 64180-7045	Water	9285900993322	174.37	91.54	-	91.54
V/WF DEPT OF WATER SUPPLY	2582 SOUTH AVE WAPPINGERS FALLS, NY 12590	Water	3000	82.27	43.19	-	43.19
STAFFORD COUNTY-UTILITIES	PO BOX 1195 STAFFORD, VA 22555-1195	Water	196811000025672	701.89	368.49	-	368.49
CITY OF TEXAS CITY	PO BOX 3837	Water	2118524642	17.21	9.03	-	9.03
EVERSOURCE	TEXAS CITY, TX 77592-3837 PO BOX 55215	Gas	71003765303	488.04	256.22	_	256.22
PEABODY MUNICIPAL LIGHT PLANT	BOSTON, MA 2205 PO BOX 3199	Electric	900312001	532.99	279.82		279.82
	PEABODY, MA 01961-3648 188 B PASCOAG MAIN ST						
CARTER BROS. INC	PASCOAG, RI 2859 PO BOX 11700	Fuel Heating Oil	1609	580.61	304.82	-	304.82
PHILADELPHIA GAS WORKS	NEWARK, NJ 7101	Gas	140401866	40.01	21.00	-	21.00
CITY OF JACKSON	PO BOX 1798 MEMPHIS, TN 38101-9715	Fire	361500000	76.55	40.19	-	40.19
CITY OF WICHITA FALLS TX	PO BOX 1440 WICHITA FALLS, TX 76307-7532	Water	14292964	144.94	76.09	-	76.09
CITY OF WICHITA FALLS TX	PO BOX 1440 WICHITA FALLS, TX 76307-7532	Water	14282964	75.18	39.47	-	39.47
CITY OF WINDER	PO BOX 568 WINDER, GA 30680	Gas	10127801	163.90	86.05	-	86.05
NATIONAL GRID-MASSACHUSETTS	PO BOX 371396 PITTSBURGH, PA 15250	Electric	6484811007	127.73	67.06	-	67.06
AMERIGAS	PO BOX 371473	Propane	201460220	225.77	118.53	_	118.53
CONSTELLATION ELEC	PITTSBURGH, PA 15250 PO BOX 4640	Electric	11880859	2,256.31	1,184.56		1,184.56
	CAROL STREAM, IL 60197 PO BOX 4640						
CONSTELLATION ELEC	CAROL STREAM, IL 60197 PO BOX 4640	Electric	12409001	112.44	59.03	-	59.03
CONSTELLATION ELEC	CAROL STREAM, IL 60197	Electric	12408997	87.24	45.80	-	45.80
CENTERPOINT (03) - OF OHIO	PO BOX 4849 HOUSTON, TX 77210	Gas	340011069422103000	385.91	202.60	-	202.60
DOMINION ENERGY VA&NC POWER	PO BOX 26543 RICHMOND, VA 23290	Electric	9519840012	2,056.33	1,079.58	-	1,079.58
DOMINION ENERGY VA&NC POWER	PO BOX 26543 RICHMOND, VA 23290	Electric	9529692395	1,716.78	901.31	-	901.31
BG&E	PO BOX 13070 PHILADELPHIA, PA 19101-3070	Electric	9098034852	445.61	233.95	1,093.00	-
DUKE ENERGY FLORIDA	PO BOX 1094	Electric	910088325059	51.73	27.16	-	27.16
DUKE ENERGY FLORIDA	PO BOX 1094	Electric	910088325835	47.54	24.96		24.96
CITY OF BLOOMINGTON	CHARLOTTE, NC 28201 1800 W OLD SHAKOPEE RD	Fire	124419536714	149.30	78.38		78.38
	BLOOMINGTON, MN 55431-3080 2200 ROBINSON BLVD					-	
THE WILKINSBURG-PENN JOINT WATER AUTH	PITTSBURGH, PA 15221 2200 ROBINSON BLVD	Water	5145549012	163.47	85.82	-	85.82
THE WILKINSBURG-PENN JOINT WATER AUTH	PITTSBURGH, PA 15221	Water	18952749004	45.57	23.92	-	23.92
NEW JERSEY AMERICAN WATER	BOX 371331 PITTSBURGH, PA 15250-7331	Water	1018220016842240	28.38	14.90	-	14.90
NATIONAL FUEL	PO BOX 371835 PITTSBURGH, PA 15250-7835	Gas	364851611	207.44	108.90	-	108.90
CITY OF BLAINE	C/O 21ST CENTURY BANK BLAINE, MN 55434	Water	4001120001	23.89	12.54	-	12.54
CITY OF HIALEAH FL-DEPT OF WAT	3700 W 4TH AVE HIALEAH, FL 33012	Water	164190000	35.42	18.60	-	18.60
CITY OF HIALEAH FL-DEPT OF WAT	3700 W 4TH AVE HIALEAH, FL 33012	Irrigation	164192000	103.25	54.21	-	54.21
PASCO COUNTY UTILITIES	PO BOX 2139	Water	134590	455.39	239.08		239.08
TOWN OF BABYLON	NEW PORT RICHEY, FL 34656-2139 281 PHELPS LANE RM 19	Trash	3018	364.25	191.23		191.23
	NORTH BABYLON, NY 11703-4045 PO BOX 4640						
CONSTELLATION ELEC	CAROL STREAM, IL 60197 PO BOX 4640	Electric	12410384	474.36	249.04	-	249.04
CONSTELLATION ELEC	CAROL STREAM, IL 60197	Electric	12410381	274.76	144.25	-	144.25
CONSTELLATION ELEC	PO BOX 4640 CAROL STREAM, IL 60197	Electric	11853312	252.24	132.43	-	132.43
CONSTELLATION ELEC	PO BOX 4640 CAROL STREAM, IL 60197	Electric	12410378	356.00	186.90	-	186.90
VEOLIA WATER NEW JERSEY	PAYMENT CENTER PITTSBURGH, PA 15250	Water	10006360422222	57.41	30.14	-	30.14
CLEARFIELD MUNICIPAL AUTH	107 E MARKET ST CLEARFIELD, PA 16830	Water	85020	76.17	39.99	-	39.99
NATIONAL FUEL	PO BOX 371835	Gas	348108003	369.40	193.93	-	193.93
NATIONAL GRID	PITTSBURGH, PA 15250-7835 PO BOX 371338	Gas	4284419360	(717.78)	(376.84)	_	
NATIONAL GRID	PITTSBURGH, PA 15250 PO BOX 371338		4922611470				196.90
	PITTSBURGH, PA 15250 PO BOX 26543	Gas		375.06	196.90	-	
DOMINION ENERGY VA&NC POWER	RICHMOND, VA 23290 PO BOX 56007	Electric	7885418363	375.13	196.94	-	196.94
EVERSOURCE NSTAR	BOSTON, MA 2205	Gas	10503350059	158.29	83.10	-	83.10
CONSTELLATION ELEC	PO BOX 4640 CAROL STREAM, IL 60197	Electric	12410375	585.60	307.44	-	307.44

Case 23-90054 Document 32-5 Filed in TXSB on 02/01/23 Page 25 of 29

			Account Name /	Average Monthly	Half of Average	Prepetition Deposit or	Proposed Adequate
Utility Provider	Provider's Address	Service(s) Provided	Number(s)	Expenditure	Monthly Expenditure	L/C (if any)	Assurance
NORTHEAST OHIO NATL GAS CORP	PO BOX 74008596 CHICAGO, IL 60674	Gas	210187051	172.93	90.79	-	90.79
EVERSOURCE NSTAR	PO BOX 56007 BOSTON, MA 2205	Gas	10503340076	361.46	189.77	-	189.77
CONNECTICUT NATURAL GAS CORP	PO BOX 847820 BOSTON, MA 2284	Gas	4000105252601	313.25	164.46	-	164.46
SARASOTA COUNTY PUBLIC UTILITY	PO BOX 31320 TAMPA, FL 33631-3320	Water	319197108604	25.63	13.45	-	13.45
CENTERPOINT ENERGY (MN)	PO BOX 4671 HOUSTON, TX 77210-4671	Gas	53523247	613.18	321.92	-	321.92
CONSTELLATION ELEC	PO BOX 4640 CAROL STREAM, IL 60197	Electric	11853307	411.14	215.85	-	215.85
BERKSHIRE GAS COMPANY	PO BOX 847821 BOSTON, MA 2284	Gas	7000100374753	717.75	376.82	-	376.82
NATIONAL FUEL	PO BOX 371835 PITTSBURGH, PA 15250-7835	Gas	489369905	212.06	111.33	-	111.33
CITY OF ELYRIA	PO BOX 94594 CLEVELAND, OH 44101-4594	Water	219115746001	48.92	25.68	-	25.68
NATIONAL GRID-MASSACHUSETTS	PO BOX 371396 PITTSBURGH, PA 15250	Electric	5307745003	523.70	274.94	-	274.94
NATIONAL GRID-MASSACHUSETTS	PO BOX 371396 PITTSBURGH, PA 15250	Electric	1576732012	174.48	91.60	-	91.60
NATIONAL GRID-MASSACHUSETTS	PO BOX 371396 PITTSBURGH, PA 15250	Electric	4061792009	60.20	31.61	-	31.61
MOYER INDOOR/OUTDOOR	PO BOX 64198 SOUDERTON, PA 18964-0198	Fuel Heating Oil	833142	617.63	324.26	-	324.26
CLEVELAND UTILITIES	PO BOX 2730 CLEVELAND, TN 37320-2730	Electric	222550044164	237.19	124.53	-	124.53
CITY OF MOUNT VERNON	910 CLEVELAND AVE MOUNT VERNON, WA 98273-4212	Sewer	C008047	98.51	51.72	-	51.72
NYSEG	PO BOX 847812 BOSTON, MA 2284	Electric	10010702701	95.02	49.89	-	49.89
GREEN ISLAND POWER AUTHORITY	20 CLINTON STREET GREEN ISLAND, NY 12183	Electric	100634	678.25	356.08	-	356.08
NYSEG	PO BOX 847812 BOSTON, MA 2284	Electric	10017995134	105.93	55.61	-	55.61
TOWN OF AMHERST	4 BOLTWOOD AVE AMHERST, MA 01002-2302	Water	573001	34.33	18.03	-	18.03
CITY OF ST LOUIS	COLLECTOR OF REVENUE ST LOUIS, MO 63166	Fire	842769248022	27.70	14.54	-	14.54
CITY OF TULSA	UTILITIES SERVICES TULSA, OK 74187	Water	2518192200978	152.51	80.07	46.00	80.07
EVERSOURCE	PO BOX 55215 BOSTON, MA 2205	Gas	71000248865	(71.46)	(37.52)	-	-
CITY OF MASON CITY	10 FIRST ST NW MASON CITY, IA 50401	Water	160026001	126.84	66.59	-	66.59
NATIONAL FUEL	PO BOX 371835 PITTSBURGH, PA 15250-7835	Gas	594339409	373.75	196.22	-	196.22
COLUMBIA GAS OF OHIO	PO BOX 4629 CAROL STREAM, IL 60197	Gas	157472830020007	93.92	49.31	-	49.31
PSE&G LONG ISLAND (LIPA)	PO BOX 9039 HICKSVILLE, NY 11802	Electric	2086005887	63.03	33.09	-	33.09
COLUMBIA GAS OF PENNSYLVANIA	PO BOX 70285 PHILADELPHIA, PA 19176	Gas	205547080030006	430.07	225.78	-	225.78
BERKSHIRE GAS COMPANY	PO BOX 847821 BOSTON, MA 2284	Gas	7000100530057	347.39	182.38	-	182.38
CENTERPOINT ENERGY	PO BOX 4981 HOUSTON, TX 77210-4981	Gas	31332422	59.95	31.47	-	31.47
AQUARION WATER COMPANY OF CT	PO BOX 9265 CHELSEA, MA 2150	Water	200052484	65.74	34.51	-	34.51
TAMPA ELECTRIC COMPANY	PO BOX 31318 TAMPA, FL 33631-3318	Electric	211000638026	938.69	492.81	-	492.81
DUKE ENERGY FLORIDA	PO BOX 1094 CHARLOTTE, NC 28201	Electric	910088323940	52.93	27.79	-	27.79
DUKE ENERGY FLORIDA	PO BOX 1094 CHARLOTTE, NC 28201	Electric	910088324115	41.33	21.70	-	21.70
DUKE ENERGY FLORIDA	PO BOX 1094 CHARLOTTE, NC 28201	Electric	910088324587	41.52	21.80	-	21.80
DUKE ENERGY FLORIDA	PO BOX 1094 CHARLOTTE, NC 28201	Electric	910088325520	(88.16)	(46.28)	-	-
DUKE ENERGY FLORIDA	PO BOX 1094 CHARLOTTE, NC 28201	Electric	910088325661	269.86	141.68	-	141.68
DUKE ENERGY FLORIDA	PO BOX 1094 CHARLOTTE, NC 28201	Electric	910088326000	51.76	27.17	-	27.17
DUKE ENERGY FLORIDA	PO BOX 1094 CHARLOTTE, NC 28201	Electric	910088326141	787.27	413.31	-	413.31
CONSTELLATION ELEC	PO BOX 4640 CAROL STREAM, IL 60197	Electric	12409008	716.30	376.06	-	376.06
CONSTELLATION ELEC	PO BOX 4640 CAROL STREAM, IL 60197	Electric	11880838	184.55	96.89	-	96.89
CONSTELLATION ELEC	PO BOX 4640 CAROL STREAM, IL 60197	Electric	12408996	0.02	0.01		0.01
CONSTELLATION ELEC	PO BOX 4640 CAROL STREAM, IL 60197	Electric	11853369	1,093.20	573.93		573.93
CONSTELLATION ELEC	PO BOX 4640 CAROL STREAM, IL 60197	Electric	11880841	228.31	119.86	-	119.86
COBB COUNTY WATER SYSTEM	PO BOX 580440 CHARLOTTE, NC 28258-0440	Fire	170222146890	333.31	174.99	-	174.99
CONSTELLATION ELEC	PO BOX 4640 CAROL STREAM, IL 60197	Electric	12409014	261.31	137.19		137.19
GREYSTONE POWER CORP	PO BOX 6071	Electric	10072281001	3,120.06	1,638.03		1,638.03
	DOUGLASVILLE, GA 30154-6071						

Case 23-90054 Document 32-5 Filed in TXSB on 02/01/23 Page 26 of 29

			Account Name /	Average Monthly	Half of Average	Prepetition Deposit or	Proposed Adequate
Utility Provider	Provider's Address	Service(s) Provided	Number(s)	Expenditure	Monthly Expenditure	L/C (if any)	Assurance
CONSTELLATION ELEC	PO BOX 4640 CAROL STREAM, IL 60197	Electric	12409011	74.29	39.00	-	39.00
CONSTELLATION ELEC	PO BOX 4640 CAROL STREAM, IL 60197	Electric	12408977	398.31	209.11	-	209.11
CONSTELLATION ELEC	PO BOX 4640 CAROL STREAM, IL 60197	Electric	11853328	830.04	435.77	-	435.77
CONSTELLATION ELEC	PO BOX 4640 CAROL STREAM, IL 60197	Electric	11853322	175.29	92.03	-	92.03
CONSTELLATION ELEC	PO BOX 4640 CAROL STREAM, IL 60197	Electric	12409010	120.95	63.50	-	63.50
CONSTELLATION ELEC	PO BOX 4640 CAROL STREAM, IL 60197	Electric	12409016	390.24	204.88		204.88
CONSTELLATION ELEC	PO BOX 4640	Electric	11853301	540.44	283.73	_	283.73
COLUMBIA GAS OF VIRGINIA	CAROL STREAM, IL 60197 PO BOX 70319 PHILADELPHIA, PA 19176	Gas	175819390030001	176.33	92.57		92.57
ATMOS ENERGY	PO BOX 740353	Gas	3007371381	(171.67)	(90.13)		
CITY OF CONWAY	CINCINNATI, OH 45274 UTIL BILLING DEPT	Water	1612100001	121.43	63.75		63.75
	CONWAY, SC 29528 PO BOX 56007						
EVERSOURCE NSTAR	BOSTON, MA 2205 PO BOX 644760	Electric	26698951006	289.63	152.06	-	152.06
PEOPLES NATURAL GAS	PITTSBURGH, PA 15264	Gas	210003457087	31.73	16.66	-	16.66
PEOPLES NATURAL GAS	PO BOX 644760 PITTSBURGH, PA 15264 PO BOX 1094	Gas	210003484487	92.33	48.47	-	48.47
DUKE ENERGY CAROLINAS	CHARLOTTE, NC 28201	Electric	910032203704	309.49	162.48	-	162.48
DUKE ENERGY CAROLINAS	PO BOX 1094 CHARLOTTE, NC 28201	Electric	910032203952	2,778.21	1,458.56	-	1,458.56
CENTERPOINT ENERGY	PO BOX 4981 HOUSTON, TX 77210-4981	Gas	64006938589	29.62	15.55	-	15.55
DOMINION ENERGY NORTH CAROLINA	FORMERLY PSNC ENERGY COLUMBIA, SC 29202	Gas	1198104458784	137.43	72.15	-	72.15
CITY OF PHILADELPHIA	PO BOX 41496 PHILADELPHIA, PA 19101-1496	Water	215198000114001	126.94	66.65	-	66.65
EVERSOURCE	PO BOX 55215 BOSTON, MA 2205	Gas	71003780963	600.60	315.32	-	315.32
CITY OF LUBBOCK UTILITIES	PO BOX 10541 LUBBOCK, TX 79408	Electric	5522236872-1803AVEF	956.21	502.01	-	502.01
MUNICIPAL AUTHORITY OF THE	PO BOX 20 MONONGAHELA, PA 15063	Sewer	10003772	52.95	27.80	-	27.80
MILFORD WATER DEPARTMENT	DEPARTMENT 7430 WOBURN, MA 1888	Fire	5631	208.53	109.48	-	109.48
PWSA - PITTSBURGH WATER &	SEWER AUTHORITY	Water	2178502	284.70	149.47	-	149.47
CENTRAL HUDSON GAS & ELECTRIC	PITTSBURGH, PA 15274 284 SOUTH AVENUE	Electric	21002889760	830.08	435.79	-	435.79
PSE&G	POUGHKEEPSIE, NY 12601-4839 PO BOX 14444	Electric	7040470705	123.62	64.90		64.90
EVERSOURCE NSTAR	NEW BRUNSWICK, NJ 08906-4444 PO BOX 56007	Electric	26745411004	436.10	228.95		228.95
	BOSTON, MA 2205 130 E MARKET STREET						
THE YORK WATER CO	YORK, PA 17405 130 E MARKET STREET	Water	73867222457	27.76	14.57	-	14.57
THE YORK WATER CO	YORK, PA 17405 PO BOX 26785	Water	73867222463	22.04	11.57	-	11.57
DOMINION ENERGY OHIO	RICHMOND, VA 23261-6785 PO BOX 26785	Gas	6500006754393	247.13	129.74	-	129.74
DOMINION ENERGY OHIO	RICHMOND, VA 23261-6785	Gas	6500038618438	361.71	189.90	-	189.90
BROOKVILLE MUNCIPAL AUTHORITY	18 WESTERN AVE STE A BROOKVILLE, PA 15825	Water	11320000	54.76	28.75	-	28.75
HAMPTON ROADS UTILITY BILLING	SERVICE (HRUBS) BOONE, IA 50037	Water	108075511	475.62	249.70	-	249.70
TOWNSHIP OF MOORESTOWN	111 W 2ND STREET MOORESTOWN, NJ 8057	Water	222171821	147.67	77.53	-	77.53
CONSTELLATION ELEC	PO BOX 4640 CAROL STREAM, IL 60197	Electric	11853371	493.48	259.08	-	259.08
CITY OF LUBBOCK UTILITIES	PO BOX 10541 LUBBOCK, TX 79408	Electric	5522236872-331782NDST	292.88	153.76	-	153.76
CITY OF LUBBOCK UTILITIES	PO BOX 10541 LUBBOCK, TX 79408	Electric	5522236872-331982NDST	453.35	238.01	-	238.01
DOMINION ENERGY OHIO	PO BOX 26785 RICHMOND, VA 23261-6785	Gas	1500006928022	1,587.17	833.26	-	833.26
PEOPLES NATURAL GAS	PO BOX 644760 PITTSBURGH, PA 15264	Gas	200008406155	109.64	57.56	-	57.56
CITY OF OAK HARBOR	865 SE BARRINGTON DRIVE OAK HARBOR, WA 98277	Water	1914700001	294.27	154.49	-	154.49
CITY OF MESQUITE TX	PO BOX 850287 MESQUITE, TX 75185-0287	Water	181000252184974	657.26	345.06	-	345.06
CITY OF LAWRENCEVILLE	PO BOX 2200 LAWRENCEVILLE, GA 30046	Electric	1093027	427.97	224.69	-	224.69
NW NATURAL	PO BOX 6017 PORTLAND, OR 97228	Gas	33905258	85.12	44.69	-	44.69
PSE&G	PO BOX 14444	Electric	7248505501	158.14	83.02	-	83.02
PSE&G	NEW BRUNSWICK, NJ 08906-4444 PO BOX 14444	Electric	7248414301	73.87	38.78	_	38.78
ATMOS ENERGY	NEW BRUNSWICK, NJ 08906-4444 PO BOX 740353	Gas	3024639435	1,455.76	764.27	-	764.27
SAXONBURG AREA AUTHORITY	CINCINNATI, OH 45274 420 WEST MAIN STREET	Sewer	137240	38.82	20.38		20.38
	SAXONBURG, PA 16056	5661	13/240	30.02	20.30	-	20.30

Case 23-90054 Document 32-5 Filed in TXSB on 02/01/23 Page 29 of 29

		0	Account Name /	Average Monthly	Half of Average	Prepetition Deposit or	Proposed Adequate
Utility Provider	Provider's Address PO BOX 31526	Service(s) Provided	Number(s)	Expenditure	Monthly Expenditure	L/C (if any)	Assurance
CITY OF CAPE CORAL	TAMPA, FL 33631-3526 BILLING CENTER	Water	2046387433391	59.68	31.33	-	31.33
CITY OF CHARLOTTE NC	CHARLOTTE, NC 28201 PO BOX 700	Water	105526978964	740.61	388.82	-	388.82
CITY OF JAMESTOWN BOARD OF	JAMESTOWN, NY 14702	Electric	522829105801	357.67	187.78	-	187.78
CITY OF FLORENCE	PO BOX 63010 CHARLOTTE, NC 28263-3010	Water	17000312421631	23.61	12.39	-	12.39
NORTHEAST OHIO NATL GAS CORP	PO BOX 74008596 CHICAGO, IL 60674	Gas	210979060	85.76	45.02	-	45.02
NORTHEAST OHIO NATL GAS CORP	PO BOX 74008596 CHICAGO, IL 60674	Gas	210979052	145.54	76.41	-	76.41
INDIANA AMERICAN WATER	PO BOX 6029 CAROL STREAM, IL 60197	Fire	1010220038608180	7.06	3.71	-	3.71
CONSTELLATION ELEC	PO BOX 4640 CAROL STREAM, IL 60197	Electric	11853323	670.89	352.22	-	352.22
GAS SOUTH	PO BOX 530552 ATLANTA, GA 30353-0552	Gas	5822577971	177.16	93.01	-	93.01
BARNESVILLE WATER DEPT	126 E CHURCH ST BARNESVILLE, OH 43713	Water	1122400	23.25	12.21	-	12.21
CRANBERRY TOWNSHIP	PO BOX 378 SENECA, PA 16346	Water	400314E	116.25	61.03	-	61.03
CONSTELLATION ELEC	PO BOX 4640 CAROL STREAM, IL 60197	Electric	12409007	159.90	83.95	-	83.95
CITY OF FOND DU LAC	PO BOX 830	Fire	1564531054	51.93	27.26	_	27.26
PEOPLES NATURAL GAS	FOND DU LAC, WI 54936-0830 PO BOX 644760	Gas	200002114698	1,977.54	1,038.21		1,038.21
GREATER DICKSON GAS	PITTSBURGH, PA 15264 605 E WALNUT STREET	Gas	210162007278	306.10	160.70		160.70
CITY OF IRVING	DICKSON, TN 37055-2505 PO BOX 840898 DALLAS TX	Water	150102300	66.03	34.66		34.66
	DALLAS, TX 75284 PO BOX 8019					-	
MIDAMERICAN ENERGY SVCS LLC	DAVENPORT, IA 52808-8019 PO BOX 1005	Electric	451386	105.94	55.62	-	55.62
ORANGE & ROCKLAND UTILITIES	SPRING VALLEY, NY 10977 PO BOX 668	Electric	3283096009	3,185.26	1,672.26	40,155.00	-
CITY OF OLEAN	OLEAN, NY 14760 23 NORTH MAIN ST	Water	6208002	50.50	26.51	-	26.51
VILLAGE OF WELLSVILLE	WELLSVILLE, NY 14895	Water	17310000	30.58	16.06	-	16.06
LAKEVIEW LIGHT & POWER CO	11509 BRIDGEPORT WAY SW LAKEWOOD, WA 98499	Electric	109201001	251.52	132.05	-	132.05
CITY OF BREVARD	95 W MAIN STREET BREVARD, NC 28712	Water	5804	130.56	68.54	-	68.54
CENTERPOINT(02) - INDIANA GAS DIVISION	PO BOX 1423 HOUSTON, TX 77251	Gas	262197933154994000	270.35	141.93	1,217.68	-
CITY OF ROCKY RIVER	21012 HILLIARD BLVD ROCKY RIVER, OH 44116	Sewer	70305	11.08	5.82	-	5.82
VILLAGE OF WOODSFIELD OHIO	WOODSFIELD UTILITY OFFICE WOODSFIELD, OH 43793	Electric	204300	503.34	264.25	-	264.25
CALDWELL WATER & SEWAGE	215 WEST ST CALDWELL, OH 43724	Water	51054000	17.74	9.31	-	9.31
BUCHANAN COUNTY PUBLC SVC AUTH	PO BOX 30 VANSANT, VA 24656	Water	110626	431.15	226.35	-	226.35
BEAVER DAM WATER UTILITIE	205 S LINCOLN AVE BEAVER DAM, WI 53916	Water	1000100	195.58	102.68	-	102.68
AES OHIO	PO BOX 740598 CINCINNATI OH CINCINNATI, OH 45274	Electric	2500635055	572.11	300.36	-	300.36
ARTESIAN WATER CO INC.	PO BOX 15069	Water	568906950	148.00	77.70	-	77.70
CITY OF NAPLES	WILMINGTON, DE 19886 PO BOX 25566	Water	452281094657	78.96	41.45	-	41.45
MEMPHIS LIGHT GAS & H2O	MIAMI, FL 33102 PO BOX 388	Electric	11515291068277	1,585.33	832.30	-	832.30
VILLAGE OF HANCOCK	MEMPHIS, TN 38145 85 E FRONT ST	Water	10	39.17	20.56		20.56
PARKERSBURG UTILITY BOARD	HANCOCK, NY 13783 PO BOX 1629	Water	147168	23.39	12.28		12.28
CITY OF MARIETTA	PARKERSBURG, WV 26102 PO BOX 774	Water	1052500001	41.63	21.86		21.86
	MARIETTA, OH 45750 PO BOX 1594					-	
LAKEWOOD WATER DISTRICT	TACOMA, WA 98401 PO BOX 774	Water	2620002	6.44	3.38	-	3.38
CITY OF MARIETTA	MARIETTA, OH 45750 PO BOX 1629	Fire	1056900001	55.02	28.89	-	28.89
PARKERSBURG UTILITY BOARD	PARKERSBURG, WV 26102	Water	147165	52.28	27.45	-	27.45
CITY OF MARIETTA	PO BOX 774 MARIETTA, OH 45750	Water	1052600001	41.31	21.69	-	21.69
ROCKDALE WATER RESOURCES	PO BOX 1378 CONYERS, GA 30012-1378	Water	413343113343	200.82	105.43	-	105.43
CITY OF HOMESTEAD	PO BOX 900430 HOMESTEAD, FL 33090	Electric	1073605000150260	755.20	396.48	-	396.48
CASCADE NATURAL GAS CORP	PO BOX 5600 BISMARCK , ND 58506-5600	Gas	14925386782	149.84	78.67	-	78.67
CITY OF JACKSON	PO BOX 1798 MEMPHIS, TN 38101-9715	Water	7261500000	61.09	32.07	-	32.07
LEGAL TAX SVC INC WEST MIFFLIN	PO BOX 10020 PITTSBURGH, PA 15236-6020	Sewer	ETS10000927	49.29	25.88	-	25.88
CONSTELLATION ELEC	PO BOX 4640 CAROL STREAM, IL 60197	Electric	12371404	302.57	158.85	-	158.85
EASTON UTILITIES COMMISSION	PO BOX 1189 EASTON, MD 21601	Electric	106282	578.38	303.65	-	303.65
	5.510H, NID 21001						

Case 23-90054 Document 32-5 Filed in TXSB on 02/01/23 Page 20 of 29

			Account Name /	Average Monthly	Half of Average	Prepetition Deposit or	Proposed Adequate
Utility Provider	Provider's Address	Service(s) Provided	Number(s)	Expenditure	Monthly Expenditure	L/C (if any)	Assurance
PENNSYLVANIA AMERICAN WATER CO	PO BOX 371412 PITTSBURGH, PA 15250	Sewer	1024220022536710	42.02	22.06	-	22.06
PENNSYLVANIA AMERICAN WATER CO	PO BOX 371412 PITTSBURGH, PA 15250	Sewer	1024220022536700	29.63	15.56	-	15.56
CITY OF DOVER	PO BOX 15040 WILMINGTON, DE 19886-5040	Electric	14741318882	827.66	434.52	-	434.52
TOWN OF MANCHESTER	COLLECTOR OF REVENUE BOSTON, MA 2284	Water	178100	17.14	9.00	-	9.00
TOWN OF WARRENTON	PO BOX 341 WARRENTON, VA 20188	Water	11166	20.95	11.00	-	11.00
ATHENS UTILITIES BOARD (TN)	PO BOX 689 ATHENS, TN 37371-0689	Electric	213719113719	583.69	306.44	-	306.44
SPRINGFIELD WATER & SEWER	PO BOX 3688 SPRINGFIELD, MA 01101-3688	Water	41167000	19.53	10.25	-	10.25
CONSTELLATION ELEC	PO BOX 4640 CAROL STREAM, IL 60197	Electric	12408999	155.63	81.71	-	81.71
CITY OF MANASSAS	PO BOX 5006	Electric	990372118001	585.89	307.59	-	307.59
CITY OF LOWELL	MERRIFIELD, VA 22116 PO BOX 969	Water	B12100	33.86	17.78	-	17.78
CITY OF LOWELL	LOWELL, MA 01853-0969 PO BOX 969	Water	R90720	124.28	65.25		65.25
CITY OF HORNELL	LOWELL, MA 01853-0969 PO BOX 627	Water	6093	21.75	11.42		11.42
	HORNELL, NY 14843-0627 425 WALNUT STREET STE 1200						
FJ-GIMEL NJ	CINCINNATI, OH 45202 425 WALNUT STREET STE 1200	Electric	EMS5649000020	150.95	79.25	-	79.25
FJ-GIMEL NJ	CINCINNATI, OH 45202 PO BOX 15588	Electric	EMS5649000002	585.15	307.20	-	307.20
CITY OF WORCESTER	WORCESTER, MA 1615 PO BOX 4608	Water	220450000	42.28	22.20	-	22.20
CITY OF HAGERSTOWN	LANCASTER, PA 17604 PO BOX 981015	Water	4463417	89.54	47.01	-	47.01
CONNECTICUT WATER COMPANY	BOSTON, MA 02298-1015	Water	40790	32.17	16.89	-	16.89
PSE&G	PO BOX 14444 NEW BRUNSWICK, NJ 08906-4444	Electric	6532350818	704.89	370.07	-	370.07
CONSTELLATION ELEC	PO BOX 4640 CAROL STREAM, IL 60197	Electric	12409009	2,977.58	1,563.23	-	1,563.23
PUGET SOUND ENERGY	PO BOX 91269 BELLEVUE, WA 98009-9269	Gas	200020210718	-	-	-	-
CITY OF MARIETTA	PO BOX 774 MARIETTA, OH 45750	Fire	1261140001	250.76	131.65	-	131.65
KNOX ENERGY COOPERATIVE ASSN	PO BOX 94608 CLEVELAND, OH 44101-4608	Gas	5700083001	(61.75)	(32.42)	-	-
CITY OF PEARLAND	PO BOX 206022 DALLAS, TX 75320-6022	Water	5602001	38.62	20.28	-	20.28
CONSTELLATION ELEC	PO BOX 4640 CAROL STREAM, IL 60197	Electric	11853318	561.20	294.63	-	294.63
CITY OF VERNON	1725 WILBARGER VERNON, TX 76384-4741	Water	8065000	329.66	173.07	-	173.07
CONSTELLATION ELEC	PO BOX 4640	Electric	12371563	270.21	141.86	-	141.86
ALBANY WATER BOARD	PO BOX 1966	Water	11607000	19.20	10.08	-	10.08
BUFFALO WATER	ALBANY, NY 12201 PO BOX 18	Water	4275950	217.88	114.39		114.39
TOTAL ELECTRIC DISTRIBUTORS IN	BUFFALO, NY 14240-0018 388 SOUTH AVENUE	Electric	AUTOPLUSPEPBOYS	356.27	187.04		187.04
PSE&G LONG ISLAND (LIPA)	STATEN ISLAND, NY 10303 PO BOX 9039	Electric	2086011612	137.38	72.12		72.12
MIAMI-DADE WATER AND SWR DEPT	HICKSVILLE, NY 11802 PO BOX 026055	Water	2925116794		27.50		
	MIAMI, FL 33102-6055 PO BOX 687			52.38		-	27.50
PEP-UP INC	GEORGETOWN, DE 19947-0687 101 COWAN RD	Fuel Heating Oil	403832	377.81	198.35	-	198.35
WATER AUTHORITY OF DICKSON	DICKSON, TN 37055-2459 PO BOX 408	Water	4100560002	37.64	19.76	-	19.76
COUNTRY PROPANE INC	CENTRAL SQUARE, NY 13036 PO BOX 1539	Mobile Propane	GABR	13.45	7.06	-	7.06
CITY OF BRANDON	BRANDON, MS 39043-1539	Water	402110000098	56.84	29.84	-	29.84
CITY OF ABERDEEN	60 N PARKE ST ABERDEEN, MD 21001	Water	419	19.83	10.41	-	10.41
BEAVER FALLS MUNICIPLE AUTHORI	PO BOX 400 BEAVER FALLS, PA 15010	Water	C105359200	61.67	32.38	-	32.38
SOUTH BRUNSWICK TOWNSHIP	PO BOX 190 MONMOUTH JUNCTION, NJ 08852-0190	Water	998348240	6.52	3.42	-	3.42
CITY OF FREDERICKSBURG	PO BOX 967 FREDERICKSBURG, VA 22404-0967	Water	4526	43.75	22.97	-	22.97
GREAT BARRINGTON FIRE DISTRICT	17 EASY STREET GREAT BARRINGTON, MA 1230	Water	CARBDA	16.53	8.68	-	8.68
NYSEG	PO BOX 847812 BOSTON, MA 2284	Electric	10011349155	84.13	44.17	-	44.17
CITY OF GALVESTON	PO BOX 779 GALVESTON, TX 77553	Water	32668	82.69	43.41	-	43.41
CITY OF WESTMINSTER	WATER/SEWER DEPT	Water	400136001	90.38	47.45	-	47.45
CITY OF SYRACUSE	DEPARTMENT OF WATER	Water	01006N025700	20.53	10.78	-	10.78
VILLAGE OF BAINBRIDGE	BINGHAMTON, NY 13902 33 W MAIN ST	Water	514	11.51	6.04	_	6.04
CITY OF BINGHAMTON	BAINBRIDGE , NY 13733 38 HAWLEY STREET	Water	162575	92.68	48.65		48.65
S SI BINGHAMION	BINGHAMTON, NY 13901	.70.00	1023/3	32.00	40.03	-	40.03

Case 23-90054 Document 32-5 Filed in TXSB on 02/01/23 Page 29 of 29

Perfect				Account Name /	Average Monthly	Half of Avorago	Proposition Deposit or	Proposed Adequate
Part	Utility Provider		Service(s) Provided					
1906 1906	CITY OF BINGHAMTON		Water	162500	63.99	33.60	-	33.60
Per	TOWN OF NORTHBRIDGE DPW SEWER	PO BOX 823	Sewer	36113050	18.75	9.84	-	9.84
Control Cont	CITY OF NORWICH	ONE CITY PLAZA	Water	1501780	48.56	25.49		25.49
Part		·						
Control Cont							-	
Marie Control	CITY OF LEXINGTON	LEXINGTON, MN 55014	Water	300000151006	5.74	3.01	-	3.01
Martin M	CHESTERTOWN UTILITIES COMMISSI		Water	107220	81.77	42.93	-	42.93
Month	VILLAGE OF FISHKILL		Water	1210	11.61	6.10	-	6.10
Part	FAIRFAX WATER	PO BOX 5008	Water	307286112	93.05	48.85	-	48.85
Marie Communication	RG&F	PO BOX 847813	Flectric	20010585865	(4 042 27)	(2 122 19)		
Manual Country Systems Manual Country Syst								205.24
March (March (March (March (March) March (March) March (March (March) March							-	
Month Mont	ALBANY WATER BOARD	ALBANY, NY 12201	Water	11130000	28.08	14.74	-	14.74
NEW MART NET WITTOWN POR CLASS WITTOWN	MIAMI DADE COUNTY STORMWATER		Stormwater	5000432100	200.97	105.51	-	105.51
PACE CONTENT WATER AUTHORITY PACE AU	NYC WATER BOARD		Water	7000184194001	108.01	56.71	-	56.71
1	ERIE COUNTY WATER AUTHORITY	PO BOX 5148	Water	157600000	16.44	8.63	-	8.63
STANSWAYSEN FIRE SAMP	OAKMONT WATER ALITHORITY	PO BOX 73	Water	274003380	33.48	17 58		17 58
SHEDINGKIN MISTORI SHEDINGKIN STORE SHEDINGKIN STORE SHEDINGKIN SHEDIN SHEDINGKIN SHEDIN								
COUNTY PERSONNELS COUN	SHEBOYGAN WATER UTILITY	SHEBOYGAN, WI 53081	Fire	444690000	28.26	14.84	-	14.84
Part	ROCKDALE WATER RESOURCES	CONYERS, GA 30012-1378	Fire	413344113344	98.55	51.74	-	51.74
GARDINER, MAI 1400 Vaster 100050078 41.77 24.08	CECIL COUNTY TREASURERS		Sewer	35009656	54.94	28.84	-	28.84
MAGRA FALLS WATER BORRID POR 1909 Water 228001500001 34.21 37.96	GARDNER WATER DEPT		Water	500650578	45.77	24.03	-	24.03
Property	NIAGARA FALLS WATER BOARD	PO BOX 1950	Water	228003600001	34.21	17.96	-	17.96
March Marc								
CHY OF ANDRIHAMPTON PO BOX 4215 PO BOX								
CITY OF HAVERHILL MATER MORN ADD Mater MATERIAL M	TOWN OF SOUTHBRIDGE	SOUTHBRIDGE, MA 1550	Water	500021580	60.17	31.59	-	31.59
CILY OF MANSHERILL NATE 1849 Marter	CITY OF NORTHAMPTON	WOBURN, MA 01888-4110	Water	3340001337	45.71	24.00	-	24.00
VILLAGE OF FISHKLIL FISHKLIL, NY 12524 Water 300 5.81 3.05	CITY OF HAVERHILL WATER		Water	Q092335826209	28.35	14.88	-	14.88
CITY OF PITTSFIELD	VILLAGE OF FISHKILL		Water	360	5.81	3.05	-	3.05
BEAVER FALLS MUNICIPLE AUTHORI PO BOX 400 BEAVER FALLS, PA 15010 Water B036177000 59 24 31.10 33.10 CITY OF WORCESTER PO BOX 15588 WORCESTER, MA 1615 WORCESTER, MA 1615 REAT BERND, PA 188211 Water 30261000 58.25 30.58 30.58 HALLSTEAD GRT BEND JT SWR AUTH PO BOX 747 GREAT BEND, PA 188211 Sewer 150102 44.09 23.14 33.14 ENDICOTT MUNCPAL WATER DEPT PO BOX 7452 BUFFAD, NY 14240-2452 Water \$303207940 32.70 17.16 23.14 CITY OF NORCROSS 65 LAWRENCEVILLEST NORCROSS, 64 30071 Trash 26611502 54.63 28.68 28.68 GEORGIA POWER 56 ANNEX Electric 642580930 13.68 7.18 2.66 7.18 PENNSYLVANIA AMERICAN WATER CO PO BOX 371412 Sewer 1024210046267130 18.00 9.45 9.45 9.45 PENNSYLVANIA AMERICAN WATER CO PO BOX 371412 Sewer 1024210046224190 16.50 8.66 2.36 2.36 2.36 2.36 2.36 2.36 2.36 2.36 2.36	CITY OF PITTSFIELD	PO BOX 981063	Water	7079680113	8.79	4.62	-	4.62
CITY OF WORKESTER PO BOX 15588 Water 30261000 58.25 30.58 . 30.58 . 30.58 HALLSTEAD GRT BEND IT SWR AUTH POB DOX 2652 Water 150102 44.09 23.14 . 22.14 ENDICOTT MUNCIPAL WATER DEPT BUFKAD, NY 12420-0452 Water 5303207940 32.70 17.16 . 17.16 ENDICOTT MUNCIPAL WATER DEPT BUFKAD, NY 12420-0452 Water 5303207940 32.70 17.16 . 17.16 ENDICOTT MUNCIPAL WATER DEPT BUFKAD, NY 12420-0452 Water 5303207940 32.70 17.16 . 18.16 ENDICOTT MUNCIPAL WATER DEPT BUFKAD, NY 12420-0452 Water 54030207940 32.70 17.16 . 18.16 ENDICOTT MUNCIPAL WATER DEPT BUFKAD, NY 12420-0452 Water 54030207940 32.70 17.16 . 18.16 ENDICOTT MUNCIPAL WATER DEPT BUFKAD, NY 12420-0452 Water 54030207940 32.70 17.16 . 18.16 ENDICOTT MUNCIPAL WATER DEPT BUFKAD, NY 12420-0452 Water 54030207940 32.70 17.16 . 18.16 ENDICOTT MUNCIPAL WATER CO. 96 ANDER CO. 18.16 MORE ANDER CO. 18.16	REAVER FALLS MUNICIPLE ALITHORI	PO BOX 400	Water	R036177000	59.24	31 10		31 10
CITY OF NORCESTER, MA 1615 Water 30.621000 38.5 30.58 1.0 30.58 30.58 1.0 30.58								
HALLSTAG GRT BEND IT SWR AUTH POBX ZSSS ENDICTIT MUNCIPAL WATER DEPT BUFFALLO, MY 12440-2452 BUFFALLO,	CITY OF WORCESTER	WORCESTER, MA 1615	Water	30261000	58.25	30.58	-	30.58
EMURICIN MUNIPAL WATER DEPT BUFFALO, NY 142402-452 Water S30320/990 32.0 17.16 - 17.16	HALLSTEAD GRT BEND JT SWR AUTH	GREAT BEND, PA 18821	Sewer	150102	44.09	23.14	-	23.14
NORCROSS, GA 30071 Iran Morth	ENDICOTT MUNCIPAL WATER DEPT		Water	5303207940	32.70	17.16	-	17.16
SECRICIA POWER ATLANTA, GA. 30396 Electric 642580930 13.68 7.18 	CITY OF NORCROSS		Trash	26611502	54.63	28.68	-	28.68
PENNSYLVANIA AMERICAN WATER CO	GEORGIA POWER	96 ANNEX	Electric	6425809030	13.68	7.18	-	7.18
PENNSYLVANIA AMERICAN WATER CO PO BOX 371412 PENNSYLVANIA AMERICAN WATER CO PO BOX 371412 AMERIGAS PO BOX 371413 PO BOX 371473 AMERIGAS PITTSBURGH, PA 15250 Propane PO BOX 317473 PO BOX 317473 PO BOX 317473 PO BOX 31588 PITE PO BOX 31588 PITE PO BOX 31588 PITE PO BOX 31589 PO BOX 31599 PO BOX 31399 Electric PO BOX 31399 Electric PO BOX 3180 PO BOX 3180 PO BOX 318189 PITTSBURGH, PA 15250-7331 PITTSBURGH, PA 15250-7331 PITTSBURGH, PA 15250-7311 PITTSBURGH, PA 15250 PO BOX 371318 PITTSBURGH	PENNSYLVANIA AMERICAN WATER CO	PO BOX 371412	Sewer	1024210046267130	18.00	9.45		9.45
MERIGAS AMERIGAS PO BOX 371473 PITTSBURGH, PA 15250 Propane 200561568 17.82 9.36 - 9.36 - 9.36 CITY OF WORCESTER PO BOX 15588 Fire 900837000 ALSO WORCESTER, MA 1615 Fire 900837000 ALSO REPUBLIC SERVICES, INC PO BOX 1329 Fire 1018210023972720 FIRE ILLUMINATING COMPANY PO BOX 3687 AKRON, OH 44309 PO BOX 371331 Fire 1018210023972720 FIRE ILLUMINATION PO BOX 371331 PO BOX 371331 Fire 1018210023972720 FIRE ILLUMINATION PO BOX 371331 Fire 1018210023972720 FIRE ILLUMINATION PO BOX 371331 Fire 1018210023972720 FIRE ILLUMINATION PO BOX 371331 FIRE PO BOX 371331 FIRE 1018210023972720 FIRE ILLUMINATION PO BOX 371333 FIRE PO BOX 371331 FIRE 1018210023972720 FIRE ILLUMINATION PO BOX 371333 FIRE PO BOX 371331 FIRE 1018210023972720 FIRE ILLUMINATION PO BOX 371333 FIRE PO BOX 371331 FIRE 1018210023972720 FIRE ILLUMINATION PO BOX 371333 FIRE PO BOX 371331 FIRE 1018210023972720 FIRE ILLUMINATION PO BOX 371333 FIRE 1018210023972720 FIRE ILLUMINATION PO BOX 37134 FIRE 1018210023972720 FIRE 10182100233		·						
AMERIGAS PITTSBURGH, PA 15250 Propane 200561588 1/82 9.36 - 9.36 CITY OF WORCESTER PO BOX 15588 WORCESTER, MA 1615 PO BOX 31529 TAMPA, FL 33631-3329 Electric TAMPA, FL 33631-3329 Electric TAMPA, FL 33631-3329 Electric TO BOX 31329 TO BOX 31331							-	
ORLANDO UTILITIES COMMISSION PO BOX 31329 THE ILLUMINATING COMPANY PO BOX 3687 AKRON, OH 44309 BOX 371331 NEW JERSEY AMERICAN WATER PO BOX 371331 NATIONAL GRID PO BOX 371338 REPUBLIC SERVICES, INC PO. BOX 99917 CHICAGO, IL 60696-7717 REPUBLIC SERVICES, INC REPUBLIC SERVICES, INC PO. BOX 99917 CHICAGO, IL 60696-7717 Trash DO2-0625-8118058 PO. BOX 99917 CHICAGO, IL 60696-7717 Trash DO2-0625-8118058 DO3-0625-8118058 DO3-0620 DO3-0625-8118058 DO3-0620 DO3	AMERIGAS	PITTSBURGH, PA 15250	Propane	200561568	17.82	9.36	-	9.36
ORRANDO UTILITIES COMMISSION TAMPA, FL 33631-3329 Electric 7774806493 341.07 179.06 - 179.06 THE ILLUMINATING COMPANY PO BOX 3687 AKRON, OH 44309 Electric 110158101003 376.01 197.41 1,243.00 - NEW JERSEY AMERICAN WATER BOX 371331 PITTSBURGH, PA 15250-7331 Fire 1018210023972720 66.10 34.70 - 34.70 NATIONAL GRID PO BOX 371338 PITTSBURGH, PA 15250 Gas 4752022983 41.20 21.63 - 21.63 REPUBLIC SERVICES, INC P.O. BOX 99917 CHICAGO, IL 60696-7717 Trash 002-0625-0131561 138.72 72.83 - 72.83 REPUBLIC SERVICES, INC P.O. BOX 99917 CHICAGO, IL 60696-7717 Trash 002-0625-8118038 215.65 113.22 - 113.22 REPUBLIC SERVICES, INC P.O. BOX 99917 CHICAGO, IL 60696-7717 Trash 002-0625-8118058 50.54 26.53 - 26.53 REPUBLIC SERVICES, INC P.O. BOX 99917 CHICAGO, IL 60696-7717 Trash 002-0625-8118050 107.04 56.20 - 56.20	CITY OF WORCESTER		Fire	900837000	44.50	23.36	-	23.36
PO BOX 3687 Electric 110158101003 376.01 197.41 1,243.00	ORLANDO UTILITIES COMMISSION		Electric	7774806493	341.07	179.06	-	179.06
NEW JERSEY AMERICAN WATER BOX 371331 PITTSBURGH, PA 15250-7331 NATIONAL GRID PO BOX 371338 REPUBLIC SERVICES, INC P.O. BOX 99917 CHICAGO, IL 60696-7717 Trash REPUBLIC SERVICES, INC REPUBLIC SERVICES, INC REPUBLIC SERVICES, INC P.O. BOX 99917 CHICAGO, IL 60696-7717 Trash DO2-0625-8118038 Trash DO2-0625-8118058 REPUBLIC SERVICES, INC REPUBLIC SERVICES, INC P.O. BOX 99917 CHICAGO, IL 60696-7717 Trash DO2-0625-8118058 Trash DO2-0625-8118050 Trash DO	THE ILLUMINATING COMPANY	PO BOX 3687	Electric	110158101003	376.01	197.41	1,243.00	-
NATIONAL GRID PO BOX 371338 PITTSBURGH, PA 15250 P.O. BOX 99917 REPUBLIC SERVICES, INC P.O. BOX 99917 REPUBLIC SERVICES, INC P.O. BOX 99917 CHICAGO, IL 60696-7717 Trash P.O. BOX 99917 REPUBLIC SERVICES, INC P.O. BOX 99917 REPUBLIC SERVICES, INC P.O. BOX 99917 CHICAGO, IL 60696-7717 Trash P.O. BOX 99917 P.O. BO	NEW IERSEY AMERICAN WATER	BOX 371331	Fire	1018210023972720	66 10	34 70		34 70
REPUBLIC SERVICES, INC P.O. BOX 99917 Trash 002-0625-0131561 138.72 72.83 - 72.83 - 72.83 REPUBLIC SERVICES, INC P.O. BOX 99917 Trash 002-0625-8118038 215.65 113.22 - 113.22 REPUBLIC SERVICES, INC REPUBLIC SERVICES, INC P.O. BOX 99917 Trash 002-0625-8118058 50.54 26.53 - 26.53 REPUBLIC SERVICES, INC P.O. BOX 99917 Trash 002-0625-8118050 107.04 56.20 - 56.20 REPUBLIC SERVICES, INC P.O. BOX 99917 Trash 002-0625-8118050 107.04 56.20 - 34.65 REPUBLIC SERVICES, INC P.O. BOX 99917 Trash 002-068-8000316 66.00 34.65 - 34.65 REPUBLIC SERVICES, INC P.O. BOX 99917 Trash 002-068-8000316 66.00 139.86								
REPUBLIC SERVICES, INC CHICAGO, IL 60696-7717 REPUBLIC SERVICES, INC P.O. BOX 99917 CHICAGO, IL 60696-7717 Trash 002-0625-8118038 215.65 113.22 - 113.22 REPUBLIC SERVICES, INC CHICAGO, IL 60696-7717 Trash 002-0625-8118058 50.54 26.53 - 26.53 REPUBLIC SERVICES, INC P.O. BOX 99917 CHICAGO, IL 60696-7717 Trash 002-0625-8118050 107.04 56.20 - 56.20 REPUBLIC SERVICES, INC P.O. BOX 99917 CHICAGO, IL 60696-7717 Trash 002-0625-8118050 107.04 56.20 - 34.65 REPUBLIC SERVICES, INC P.O. BOX 99917 Trash 002-068-8000316 66.00 34.65 - 139.86		PITTSBURGH, PA 15250					-	
REPUBLIC SERVICES, INC CHICAGO, IL 60696-7717 REPUBLIC SERVICES, INC REPUBLIC SERVICES, INC P.O. BOX 99917 CHICAGO, IL 60696-7717 Trash 002-0625-8118058 50.54 26.53 - 26.53 REPUBLIC SERVICES, INC P.O. BOX 99917 CHICAGO, IL 60696-7717 Trash 002-0625-8118050 107.04 56.20 - 56.20 REPUBLIC SERVICES, INC REPUBLIC SERVICES, INC P.O. BOX 99917 Trash 002-068-8000316 66.00 34.65 - 34.65 REPUBLIC SERVICES, INC P.O. BOX 99917 Trash 002-068-8000316 66.00 139.86	REPUBLIC SERVICES, INC	CHICAGO, IL 60696-7717	Trash	002-0625-0131561	138.72	72.83	-	72.83
REPUBLIC SERVICES, INC CHICAGO, IL 60696-7717 REPUBLIC SERVICES, INC P.O. BOX 99917 CHICAGO, IL 60696-7717 Trash 002-0625-8118050 107.04 56.20 - 56.20 REPUBLIC SERVICES, INC P.O. BOX 99917 CHICAGO, IL 60696-7717 Trash 002-068-8000316 66.00 34.65 - 34.65 REPUBLIC SERVICES, INC P.O. BOX 99917 Trash 002-068-8000316 002-0675-8118088 266.40 139.86	REPUBLIC SERVICES, INC		Trash	002-0625-8118038	215.65	113.22	-	113.22
REPUBLIC SERVICES, INC P.O. BOX 99917 Trash 002-0625-8118050 107.04 56.20 - 56.20 REPUBLIC SERVICES, INC REPUBLIC SERVICES, INC P.O. BOX 99917 Trash 002-068-8000316 66.00 34.65 - 34.65 REPUBLIC SERVICES, INC P.O. BOX 99917 Trash 002-0625-8118088 266.40 139.86 - 139.86	REPUBLIC SERVICES, INC		Trash	002-0625-8118058	50.54	26.53	-	26.53
REPUBLIC SERVICES, INC P.O. BOX 99917 Trash 002-0068-8000316 66.00 34.65 - 34.65 REPUBLIC SERVICES, INC P.O. BOX 99917 Trash 002-068-8000316 66.00 139.65 - 139.65	REPUBLIC SERVICES, INC	P.O. BOX 99917	Trash	002-0625-8118050	107.04	56.20	-	56.20
CHICAGO, IL 60696-7/17 REPUBLIC SERVICES INC P.O. BOX 99917 Trash 002-0675-8118088 266.40 139.86 - 139.86		P.O. BOX 99917						
							-	
	REPUBLIC SERVICES, INC		Irash	002-0625-8118088	266.40	139.86	-	139.86

Case 23-90054 Document 32-5 Filed in TXSB on 02/01/23 Page 20 of 29

			Account Name /	Average Monthly	Half of Average	Prepetition Deposit or	Proposed Adequate
Utility Provider	Provider's Address P.O. BOX 99917	Service(s) Provided	Number(s)	Expenditure	Monthly Expenditure	L/C (if any)	Assurance
REPUBLIC SERVICES, INC	CHICAGO, IL 60696-7717	Trash	002-0999-8000384	86.55	45.44	-	45.44
REPUBLIC SERVICES, INC	P.O. BOX 99917 CHICAGO, IL 60696-7717	Trash	002-0262-8000765	66.24	34.78	-	34.78
REPUBLIC SERVICES, INC	P.O. BOX 99917 CHICAGO, IL 60696-7717	Trash	002-0615-8000650	117.48	61.68	-	61.68
REPUBLIC SERVICES, INC	P.O. BOX 99917 CHICAGO, IL 60696-7717	Trash	002-0224-8002494	174.55	91.64	-	91.64
REPUBLIC SERVICES, INC	P.O. BOX 99917 CHICAGO, IL 60696-7717	Trash	002-0094-8001211	160.77	84.40	-	84.40
REPUBLIC SERVICES, INC	P.O. BOX 99917 CHICAGO, IL 60696-7717	Trash	002-0094-8001212	219.62	115.30	-	115.30
REPUBLIC SERVICES, INC	P.O. BOX 99917	Trash	002-0625-8118040	194.13	101.92	-	101.92
REPUBLIC SERVICES, INC	CHICAGO, IL 60696-7717 P.O. BOX 99917	Trash	002-0625-8118048	119.23	62.60		62.60
REPUBLIC SERVICES, INC	CHICAGO, IL 60696-7717 P.O. BOX 99917	Trash	002-0625-8118067				
REPUBLIC SERVICES, INC	CHICAGO, IL 60696-7717 P.O. BOX 99917	Trash	002-0625-8118085				
	CHICAGO, IL 60696-7717 P.O. BOX 99917				-	-	
REPUBLIC SERVICES, INC	CHICAGO, IL 60696-7717 P.O. BOX 99917	Trash	002-0625-8118054	60.00	31.50	-	31.50
REPUBLIC SERVICES, INC	CHICAGO, IL 60696-7717 P.O. BOX 99917	Trash	002-0625-8118059	44.40	23.31	-	23.31
REPUBLIC SERVICES, INC	CHICAGO, IL 60696-7717 P.O. BOX 99917	Trash	002-0625-8118091	84.00	44.10	-	44.10
REPUBLIC SERVICES, INC	CHICAGO, IL 60696-7717	Trash	002-0625-8118098	38.40	20.16	-	20.16
REPUBLIC SERVICES, INC	P.O. BOX 99917 CHICAGO, IL 60696-7717	Trash	002-0625-8118055	109.84	57.67	-	57.67
REPUBLIC SERVICES, INC	P.O. BOX 99917 CHICAGO, IL 60696-7717	Trash	002-0625-8118056	220.98	116.01	-	116.01
REPUBLIC SERVICES, INC	P.O. BOX 99917 CHICAGO, IL 60696-7717	Trash	002-0625-8118057	228.76	120.10	-	120.10
REPUBLIC SERVICES, INC	P.O. BOX 99917 CHICAGO, IL 60696-7717	Trash	002-0625-8118061	41.79	21.94	-	21.94
REPUBLIC SERVICES, INC	P.O. BOX 99917 CHICAGO, IL 60696-7717	Trash	002-0625-8118046	145.66	76.47	-	76.47
REPUBLIC SERVICES, INC	P.O. BOX 99917 CHICAGO, IL 60696-7717	Trash	002-0625-8118053	84.53	44.38	-	44.38
REPUBLIC SERVICES, INC	P.O. BOX 99917 CHICAGO, IL 60696-7717	Trash	002-0625-8118045	145.66	76.47	-	76.47
REPUBLIC SERVICES, INC	P.O. BOX 99917 CHICAGO, IL 60696-7717	Trash	002-0323-0006522	70.05	36.78	-	36.78
REPUBLIC SERVICES, INC	P.O. BOX 99917 CHICAGO, IL 60696-7717	Trash	002-0324-0073647	488.47	256.45	-	256.45
REPUBLIC SERVICES, INC	P.O. BOX 99917 CHICAGO, IL 60696-7717	Trash	002-0625-8118077	160.88	84.46	-	84.46
REPUBLIC SERVICES, INC	P.O. BOX 99917 CHICAGO, IL 60696-7717	Trash	002-0625-8118087	129.49	67.98	-	67.98
REPUBLIC SERVICES, INC	P.O. BOX 99917	Trash	002-0954-0042201	400.00	210.00	-	210.00
REPUBLIC SERVICES, INC	CHICAGO, IL 60696-7717 P.O. BOX 99917	Trash	002-0954-0042202	633.17	332.41	-	332.41
REPUBLIC SERVICES, INC	CHICAGO, IL 60696-7717 P.O. BOX 99917	Trash	002-0954-0042203	51.70	27.14	-	27.14
REPUBLIC SERVICES, INC	CHICAGO, IL 60696-7717 P.O. BOX 99917	Trash	002-0095-8001206	273.73	143.71	_	143.71
REPUBLIC SERVICES, INC	CHICAGO, IL 60696-7717 P.O. BOX 99917	Trash	002-0095-8001207	124.43	65.33		65.33
REPUBLIC SERVICES, INC	CHICAGO, IL 60696-7717 P.O. BOX 99917	Trash	002-0625-8118037	274.21	143.96		143.96
	CHICAGO, IL 60696-7717 P.O. BOX 99917						
REPUBLIC SERVICES, INC	CHICAGO, IL 60696-7717 P.O. BOX 99917	Trash	002-0625-8118049	110.70	58.12	-	58.12
REPUBLIC SERVICES, INC	CHICAGO, IL 60696-7717 P.O. BOX 99917	Trash	002-0050-8002456	352.43	185.03	-	185.03
REPUBLIC SERVICES, INC	CHICAGO, IL 60696-7717 P.O. BOX 99917	Trash	002-0050-8002457	131.31	68.94	-	68.94
REPUBLIC SERVICES, INC	CHICAGO, IL 60696-7717 P.O. BOX 99917	Trash	002-0965-8001360	155.33	81.55	-	81.55
REPUBLIC SERVICES, INC	P.O. BOX 99917 CHICAGO, IL 60696-7717 P.O. BOX 99917	Trash	002-0625-8118052	90.00	47.25	-	47.25
REPUBLIC SERVICES, INC	CHICAGO, IL 60696-7717	Trash	002-0971-8000772	35.50	18.64	-	18.64
REPUBLIC SERVICES, INC	P.O. BOX 99917 CHICAGO, IL 60696-7717	Trash	002-0625-8118060	43.20	22.68	-	22.68
REPUBLIC SERVICES, INC	P.O. BOX 99917 CHICAGO, IL 60696-7717	Trash	002-0625-0145383	134.03	70.37	-	70.37
REPUBLIC SERVICES, INC	P.O. BOX 99917 CHICAGO, IL 60696-7717	Trash	002-0803-8005090	317.92	166.91	-	166.91
REPUBLIC SERVICES, INC	P.O. BOX 99917 CHICAGO, IL 60696-7717	Trash	002-0803-8005091	302.41	158.77	-	158.77
REPUBLIC SERVICES, INC	P.O. BOX 99917 CHICAGO, IL 60696-7717	Trash	002-0803-8005092	89.12	46.79	-	46.79
REPUBLIC SERVICES, INC	P.O. BOX 99917 CHICAGO, IL 60696-7717	Trash	002-0625-8118079	166.63	87.48	-	87.48
REPUBLIC SERVICES, INC	P.O. BOX 99917 CHICAGO, IL 60696-7717	Trash	002-0853-2203386	64.63	33.93	-	33.93
REPUBLIC SERVICES, INC	P.O. BOX 99917 CHICAGO, IL 60696-7717	Trash	002-0625-8118051	156.92	82.38	-	82.38
REPUBLIC SERVICES, INC	P.O. BOX 99917	Trash	002-0761-8002074	85.25	44.76	-	44.76
	CHICAGO, IL 60696-7717						

Case 23-90054 Document 32-5 Filed in TXSB on 02/01/23 Page 23 of 29

	D. 11.1511		Account Name /	Average Monthly	Half of Average	Prepetition Deposit or	Proposed Adequate
Utility Provider	Provider's Address P.O. BOX 99917	Service(s) Provided	Number(s)	Expenditure	Monthly Expenditure	L/C (if any)	Assurance
REPUBLIC SERVICES, INC	CHICAGO, IL 60696-7717 P.O. BOX 99917	Trash	002-0625-8118068	408.97	214.71	-	214.71
REPUBLIC SERVICES, INC	CHICAGO, IL 60696-7717 P.O. BOX 99917	Trash	002-0625-8118078	373.00	195.83	-	195.83
REPUBLIC SERVICES, INC	CHICAGO, IL 60696-7717 P.O. BOX 99917	Trash	002-0625-8118075	339.55	178.26	-	178.26
REPUBLIC SERVICES, INC	CHICAGO, IL 60696-7717	Trash	002-0625-0142910	360.67	189.35	-	189.35
REPUBLIC SERVICES, INC	P.O. BOX 99917 CHICAGO, IL 60696-7717	Trash	002-0625-8118076	393.19	206.42	-	206.42
REPUBLIC SERVICES, INC	P.O. BOX 99917 CHICAGO, IL 60696-7717	Trash	002-0625-8118024	-	-	-	-
REPUBLIC SERVICES, INC	P.O. BOX 99917 CHICAGO, IL 60696-7717	Trash	002-0625-0146787	2,117.84	1,111.87	-	1,111.87
REPUBLIC SERVICES, INC	P.O. BOX 99917 CHICAGO, IL 60696-7717	Trash	002-0615-8000652	475.94	249.87	-	249.87
REPUBLIC SERVICES, INC	P.O. BOX 99917 CHICAGO, IL 60696-7717	Trash	002-0097-8001565	502.80	263.97	-	263.97
REPUBLIC SERVICES, INC	P.O. BOX 99917 CHICAGO, IL 60696-7717	Trash	002-0097-8001566	860.62	451.83	-	451.83
REPUBLIC SERVICES, INC	P.O. BOX 99917 CHICAGO, IL 60696-7717	Trash	002-0625-0145882	751.06	394.31	-	394.31
Waste Management, Inc.	800 Capitol Street, Suite 3000 Houston, TX	Trash	APZ010005	397.86	208.88	-	208.88
Waste Management, Inc.	800 Capitol Street, Suite 3000 Houston, TX	Trash	APZ010007	134.83	70.78	-	70.78
Waste Management, Inc.	800 Capitol Street, Suite 3000 Houston, TX	Trash	APZ010008	111.26	58.41	-	58.41
Waste Management, Inc.	800 Capitol Street, Suite 3000	Trash	APZ010010	105.95	55.62	-	55.62
Waste Management, Inc.	Houston, TX 800 Capitol Street, Suite 3000 Houston, TX	Trash	APZ010013	93.44	49.06	-	49.06
Waste Management, Inc.	800 Capitol Street, Suite 3000	Trash	APZ010015	87.52	45.95	-	45.95
Waste Management, Inc.	Houston, TX 800 Capitol Street, Suite 3000	Trash	APZ010020	90.01	47.26		47.26
Waste Management, Inc.	Houston, TX 800 Capitol Street, Suite 3000	Trash	APZ010028	53.42	28.05	-	28.05
Waste Management, Inc.	Houston, TX 800 Capitol Street, Suite 3000 Houston, TX	Trash	APZ010033	4,225.94	2,218.62	-	2,218.62
Waste Management, Inc.	800 Capitol Street, Suite 3000	Trash	APZ010034	673.72	353.70		353.70
Waste Management, Inc.	Houston, TX 800 Capitol Street, Suite 3000	Trash	APZ010051	57.15	30.00	_	30.00
	Houston, TX 800 Capitol Street, Suite 3000						
Waste Management, Inc. Waste Management, Inc.	Houston, TX 800 Capitol Street, Suite 3000	Trash Trash	APZ010052 APZ010053	152.11	79.86	-	79.86
	Houston, TX 800 Capitol Street, Suite 3000		APZ010053			-	
Waste Management, Inc. Waste Management, Inc.	Houston, TX 800 Capitol Street, Suite 3000	Trash Trash	APZ010054	193.24	101.45	-	101.45
Waste Management, Inc.	Houston, TX 800 Capitol Street, Suite 3000						73.46
	Houston, TX 800 Capitol Street, Suite 3000	Trash	APZ010060	139.92	73.46	-	
Waste Management, Inc.	Houston, TX 800 Capitol Street, Suite 3000	Trash	APZ010062	218.33	114.62	-	114.62
Waste Management, Inc.	Houston, TX	Trash	APZ010066	90.87	47.71	-	47.71
Waste Management, Inc.	800 Capitol Street, Suite 3000 Houston, TX	Trash	APZ010082	128.06	67.23	-	67.23
Waste Management, Inc.	800 Capitol Street, Suite 3000 Houston, TX	Trash	APZ010084	99.67	52.33	-	52.33
Waste Management, Inc.	800 Capitol Street, Suite 3000 Houston, TX	Trash	APZ010086	79.18	41.57	-	41.57
Waste Management, Inc.	800 Capitol Street, Suite 3000 Houston, TX	Trash	APZ010094	71.80	37.70	-	37.70
Waste Management, Inc.	800 Capitol Street, Suite 3000 Houston, TX	Trash	APZ010105	92.00	48.30	-	48.30
Waste Management, Inc.	800 Capitol Street, Suite 3000 Houston, TX	Trash	APZ010106	416.94	218.89	-	218.89
Waste Management, Inc.	800 Capitol Street, Suite 3000 Houston, TX	Trash	APZ010107	102.54	53.83	-	53.83
Waste Management, Inc.	800 Capitol Street, Suite 3000 Houston, TX	Trash	APZ010113	124.53	65.38	-	65.38
Waste Management, Inc.	800 Capitol Street, Suite 3000 Houston, TX	Trash	APZ010116	175.20	91.98	-	91.98
Waste Management, Inc.	800 Capitol Street, Suite 3000 Houston, TX	Trash	APZ010118	157.01	82.43	-	82.43
Waste Management, Inc.	800 Capitol Street, Suite 3000 Houston, TX	Trash	APZ010129	160.06	84.03	-	84.03
Waste Management, Inc.	800 Capitol Street, Suite 3000 Houston, TX	Trash	APZ010131	151.58	79.58	-	79.58
Waste Management, Inc.	800 Capitol Street, Suite 3000 Houston, TX	Trash	APZ010140	71.99	37.79	-	37.79
Waste Management, Inc.	800 Capitol Street, Suite 3000 Houston, TX	Trash	APZ010141	122.13	64.12	-	64.12
Waste Management, Inc.	800 Capitol Street, Suite 3000 Houston, TX	Trash	APZ010142	261.60	137.34	-	137.34
Waste Management, Inc.	800 Capitol Street, Suite 3000 Houston, TX	Trash	APZ010143	177.54	93.21	-	93.21
Waste Management, Inc.	800 Capitol Street, Suite 3000	Trash	APZ010145A	214.48	112.60	-	112.60
	Houston, TX						

Case 23-90054 Document 32-5 Filed in TXSB on 02/01/23 Page 22 of 29

	sturance 46.07 64.91 95.15 142.82 117.30 30.02 52.37 83.26 173.87 162.81 23.85 107.80 37.14 122.39 61.47 29.99 106.78 76.43 119.58
Waste Management, Inc. Houston, TX Irish AP2010160 87.6 49.07 - Waste Management, Inc. 800 Capitol Street, Suite 3000 Trash AP2010166 122.64 64.91 - Waste Management, Inc. 800 Capitol Street, Suite 3000 Trash AP2010168 277.04 142.82 - Waste Management, Inc. 100 Capitol Street, Suite 3000 Trash AP2010169 223.42 117.30 - Waste Management, Inc. Houston, TX Trash AP2010170 57.19 30.02 - Waste Management, Inc. Houston, TX Trash AP2010170 57.19 30.02 - Waste Management, Inc. 800 Capitol Street, Suite 3000 Trash AP2010170 57.19 30.02 - Waste Management, Inc. 800 Capitol Street, Suite 3000 Trash AP2010173 158.59 83.26 - Waste Management, Inc. 800 Capitol Street, Suite 3000 Trash AP2010184 331.18 177.87 - Waste Management, Inc. 800 Capitol Street, Suite 3000	64.91 95.15 142.82 117.30 30.02 52.37 83.26 173.87 162.81 23.85 107.80 37.14 122.39 61.47 29.99 106.78 76.43 119.58
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Waste Management, Inc. Houston, TX Irish APZ010168 272.04 142.82 - Waste Management, Inc. 800 Capitol Street, Suite 3000 Trash APZ010169 223.42 117.30 - Waste Management, Inc. 800 Capitol Street, Suite 3000 Trash APZ010170 57.19 30.02 - Waste Management, Inc. 800 Capitol Street, Suite 3000 Trash APZ010172 99.75 52.37 - Waste Management, Inc. 800 Capitol Street, Suite 3000 Trash APZ010173 158.59 33.36 - Waste Management, Inc. 800 Capitol Street, Suite 3000 Trash APZ010173 158.59 33.26 - Waste Management, Inc. 800 Capitol Street, Suite 3000 Trash APZ010184 331.18 173.87 - Waste Management, Inc. 800 Capitol Street, Suite 3000 Trash APZ010185 310.12 162.81 - Waste Management, Inc. 800 Capitol Street, Suite 3000 Trash APZ010204 45.43 23.85 - Waste Management, Inc.	142.82 117.30 30.02 52.37 83.26 173.87 162.81 23.85 107.80 37.14 122.39 61.47 29.99 106.78 76.43 119.58
Waste Management, Inc. Houston, TX Trash AP2010168 272.04 124.22 - Waste Management, Inc. 800 Capitol Street, Suite 3000 Trash AP2010170 57.19 30.02 - Waste Management, Inc. 800 Capitol Street, Suite 3000 Trash AP2010172 99.75 32.37 - Waste Management, Inc. 800 Capitol Street, Suite 3000 Trash AP2010173 158.59 83.26 - Waste Management, Inc. 800 Capitol Street, Suite 3000 Trash AP2010184 331.18 173.87 - Waste Management, Inc. 800 Capitol Street, Suite 3000 Trash AP2010184 331.18 173.87 - Waste Management, Inc. 800 Capitol Street, Suite 3000 Trash AP2010185 310.12 162.81 - Waste Management, Inc. 800 Capitol Street, Suite 3000 Trash AP2010204 45.43 23.85 - Waste Management, Inc. 800 Capitol Street, Suite 3000 Trash AP2010209 205.34 107.80 - Waste Management, Inc.	117.30 30.02 52.37 83.26 173.87 162.81 23.85 107.80 37.14 122.39 61.47 29.99 106.78 76.43
Waste Management, Inc. Houston, TX Trash APZ010170 \$7.19 \$3.00 - Waste Management, Inc. 800 Capitol Street, Suite 3000 Trash APZ010172 \$9.75 \$52.37 - Waste Management, Inc. 800 Capitol Street, Suite 3000 Trash APZ010173 158.59 \$3.26 - Waste Management, Inc. 800 Capitol Street, Suite 3000 Trash APZ010184 331.18 173.87 - Waste Management, Inc. 800 Capitol Street, Suite 3000 Trash APZ010184 331.18 173.87 - Waste Management, Inc. 800 Capitol Street, Suite 3000 Trash APZ010185 310.12 162.81 - Waste Management, Inc. 800 Capitol Street, Suite 3000 Trash APZ010204 45.43 23.85 - Waste Management, Inc. 800 Capitol Street, Suite 3000 Trash APZ010209 20.5.34 107.80 - Waste Management, Inc. 800 Capitol Street, Suite 3000 Trash APZ010231 117.09 61.47 - Waste Management, Inc.	30.02 52.37 83.26 173.87 162.81 23.85 107.80 37.14 122.39 61.47 29.99 106.78 76.43 119.58
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Houston, IX	23.85 107.80 37.14 122.39 61.47 29.99 106.78 76.43
Waste Management, Inc. Houston, TX Irash APZ010209 205.34 107.80 - Waste Management, Inc. 800 Capitol Street, Suite 3000 Houston, TX Trash APZ010212 70.74 37.14 - Waste Management, Inc. 800 Capitol Street, Suite 3000 Houston, TX Trash APZ010230 233.12 122.39 - Waste Management, Inc. 800 Capitol Street, Suite 3000 Houston, TX Trash APZ010231 117.09 61.47 - Waste Management, Inc. 800 Capitol Street, Suite 3000 Houston, TX Trash APZ010232 57.13 29.99 - Waste Management, Inc. 800 Capitol Street, Suite 3000 Houston, TX Trash APZ010233 203.39 106.78 - Waste Management, Inc. 800 Capitol Street, Suite 3000 Houston, TX Trash APZ010233 203.39 106.78 - Waste Management, Inc. 800 Capitol Street, Suite 3000 Houston, TX Trash APZ010236 145.58 76.43 - Waste Management, Inc. 800 Capitol Street, Suite 3000 Houston, TX Trash APZ010238 227.77 <t< td=""><td>107.80 37.14 122.39 61.47 29.99 106.78 76.43</td></t<>	107.80 37.14 122.39 61.47 29.99 106.78 76.43
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Waste Management, Inc. Houston, TX Irash AP2010230 233.12 122.39 - Waste Management, Inc. 800 Capitol Street, Suite 3000 Houston, TX Trash AP2010231 117.09 61.47 - Waste Management, Inc. 800 Capitol Street, Suite 3000 Houston, TX Trash AP2010232 57.13 29.99 - Waste Management, Inc. 800 Capitol Street, Suite 3000 Houston, TX Trash AP2010233 203.39 106.78 - Waste Management, Inc. 800 Capitol Street, Suite 3000 Houston, TX Trash AP2010236 145.58 76.43 - Waste Management, Inc. 800 Capitol Street, Suite 3000 Houston, TX Trash AP2010238 227.77 119.58 - Waste Management, Inc. 800 Capitol Street, Suite 3000 Houston, TX Trash AP2010239 267.17 140.26 - Waste Management, Inc. 800 Capitol Street, Suite 3000 Houston, TX Trash AP2010251 129.88 68.19 - Waste Management, Inc. 800 Capitol Street, Suite 3000 Houston, TX Trash AP2010252 75.00 <t< td=""><td>61.47 29.99 106.78 76.43 119.58</td></t<>	61.47 29.99 106.78 76.43 119.58
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Waste Management, Inc. Houston, TX Irash APZUIU253 /3.50 38.59 - Waste Management Inc. 800 Capitol Street, Suite 3000 Trash APZUIU253 /3.50 38.59 -	39.38
	38.59
	205.61
Waste Management, Inc. 800 Capitol Street, Suite 3000 Trash APZ010272 131.98 69.29 -	69.29
Waste Management, Inc. 800 Capitol Street, Suite 3000 Trash APZ010331 125.72 66.00 -	66.00
Waste Management, Inc. 800 Capitol Street, Suite 3000 Houston, TX Trash APZ010341 62.18 32.64 -	32.64
Waste Management, Inc. 800 Capitol Street, Suite 3000 Trash APZ010343 82.07 43.09 -	43.09
Waste Management Inc 800 Capitol Street, Suite 3000 Trash AP7010344 65.78 34.53	34.53
Houston, TX Waste Management, Inc. Houston TY Houston TY Trash APZ010345 APZ010345	46.29
Houston, TX Waste Management, Inc. 800 Capitol Street, Suite 3000 Trash AP7010350 82.97 43.56	43.56
Houston, TX 800 Capital Street Suite 3000	
Waste Management, Inc. Houston, TX Trash APZ010351 125.00 65.63	65.63
Waste Management, Inc. Houston, TX R00 Capital Street Suite 3000	166.70
waste Management, Inc. Houston, TX Irasn APZUIU3/1 25.00 13.13 - 800 Capitol Street Suite 3000	13.13
Waste Management, Inc. Houston, TX Irash APZ/01/0384 315.02 165.39 -	165.39
Waste Management, Inc. 800 Capitol Street, Suite 3000 Trash APZ010385 148.48 77.95 - Houston, TX	77.95
Waste Management, Inc. 800 Capitol Street, Suite 3000 Houston, TX Trash APZ010394 161.12 84.59 -	84.59
Waste Management, Inc. 800 Capitol Street, Suite 3000 Trash APZ010395 45.00 23.63 -	23.63
Waste Management, Inc. 800 Capitol Street, Suite 3000 Houston, TX Trash APZ010400 2,758.49 1,448.21 - 1	,448.21
Waste Management, Inc. 800 Capitol Street, Suite 3000 Trash APZ010407 31.32 16.44 -	16.44
Waste Management, Inc. 800 Capitol Street, Suite 3000 Trash AP7010408 75.61 39.70 -	39.70
Houston, TX 800 Capitol Street, Suite 3000 Trash APZ010409 119.92 62.96 -	62.96
Waste Management, Inc. 800 Capitol Street, Suite 3000 Trash AP7010411 118.51 62.22	62.22
- Houston, IX 800 Capitol Street. Suite 3000	72.78
- HOUSTON, IX 800 Capitol Street. Suite 3000	
Waste Management, Inc. Houston, TX Irasn APZ010432 190.66 100.10 - 800 Capital Street Suite 3000	100.10
Waste Management, Inc. Houston, TX Trash APZ010435 194.23 101.97 -	101.97

Case 23-90054 Document 32-5 Filed in TXSB on 02/01/23 Page 25 of 29

			Account Name /	Average Monthly	Half of Average	Prepetition Deposit or	Proposed Adequate
Utility Provider	Provider's Address	Service(s) Provided	Number(s)	Expenditure	Monthly Expenditure	L/C (if any)	Assurance
Waste Management, Inc.	800 Capitol Street, Suite 3000 Houston, TX	Trash	APZ010436	245.84	129.06	-	129.06
Waste Management, Inc.	800 Capitol Street, Suite 3000 Houston, TX	Trash	APZ010455	156.78	82.31	-	82.31
Waste Management, Inc.	800 Capitol Street, Suite 3000 Houston, TX	Trash	APZ010458	73.75	38.72	-	38.72
Waste Management, Inc.	800 Capitol Street, Suite 3000 Houston, TX	Trash	APZ010459	140.67	73.85	-	73.85
Waste Management, Inc.	800 Capitol Street, Suite 3000 Houston, TX	Trash	APZ010460	339.19	178.07	-	178.07
Waste Management, Inc.	800 Capitol Street, Suite 3000	Trash	APZ010470	90.63	47.58	-	47.58
Waste Management, Inc.	Houston, TX 800 Capitol Street, Suite 3000	Trash	APZ010471	64.57	33.90	-	33.90
Waste Management, Inc.	Houston, TX 800 Capitol Street, Suite 3000	Trash	APZ010473	217.21	114.04	-	114.04
Waste Management, Inc.	Houston, TX 800 Capitol Street, Suite 3000	Trash	APZ010476	325.92	171.11		171.11
Waste Management, Inc.	Houston, TX 800 Capitol Street, Suite 3000	Trash	APZ010479	81.27	42.67		42.67
	Houston, TX 800 Capitol Street, Suite 3000	Trash	APZ010484	169.56	89.02		89.02
Waste Management, Inc.	Houston, TX 800 Capitol Street, Suite 3000					-	
Waste Management, Inc.	Houston, TX 800 Capitol Street, Suite 3000	Trash	APZ010485	138.44	72.68	-	72.68
Waste Management, Inc.	Houston, TX 800 Capitol Street, Suite 3000	Trash	APZ010490	154.03	80.87	-	80.87
Waste Management, Inc.	Houston, TX	Trash	APZ010493	129.34	67.90	-	67.90
Waste Management, Inc.	800 Capitol Street, Suite 3000 Houston, TX	Trash	APZ010500	1,177.29	618.08	-	618.08
Waste Management, Inc.	800 Capitol Street, Suite 3000 Houston, TX	Trash	APZ010501	255.57	134.17	-	134.17
Waste Management, Inc.	800 Capitol Street, Suite 3000 Houston, TX	Trash	APZ010502	267.45	140.41	-	140.41
Waste Management, Inc.	800 Capitol Street, Suite 3000 Houston, TX	Trash	APZ010505	279.04	146.50	-	146.50
Waste Management, Inc.	800 Capitol Street, Suite 3000 Houston, TX	Trash	APZ010506	254.51	133.62	-	133.62
Waste Management, Inc.	800 Capitol Street, Suite 3000 Houston, TX	Trash	APZ010507	210.59	110.56	-	110.56
Waste Management, Inc.	800 Capitol Street, Suite 3000 Houston, TX	Trash	APZ010508	156.35	82.08	-	82.08
Waste Management, Inc.	800 Capitol Street, Suite 3000 Houston, TX	Trash	APZ010510	404.12	212.16	-	212.16
Waste Management, Inc.	800 Capitol Street, Suite 3000 Houston, TX	Trash	APZ010511	261.82	137.46	-	137.46
Waste Management, Inc.	800 Capitol Street, Suite 3000	Trash	APZ010512	243.64	127.91	-	127.91
Waste Management, Inc.	Houston, TX 800 Capitol Street, Suite 3000	Trash	APZ010513	367.54	192.96	-	192.96
Waste Management, Inc.	Houston, TX 800 Capitol Street, Suite 3000	Trash	APZ010514	367.54	192.96	-	192.96
Waste Management, Inc.	Houston, TX 800 Capitol Street, Suite 3000	Trash	APZ010515	267.45	140.41		140.41
Waste Management, Inc.	Houston, TX 800 Capitol Street, Suite 3000	Trash	APZ010516	322.23	169.17		169.17
	Houston, TX 800 Capitol Street, Suite 3000	Trash	APZ010517	348.09	182.75		182.75
Waste Management, Inc.	Houston, TX 800 Capitol Street, Suite 3000					-	
Waste Management, Inc.	Houston, TX 800 Capitol Street, Suite 3000	Trash	APZ010519	314.90	165.32	-	165.32
Waste Management, Inc.	Houston, TX 800 Capitol Street, Suite 3000	Trash	APZ010522	270.99	142.27	-	142.27
Waste Management, Inc.	Houston, TX 800 Capitol Street, Suite 3000	Trash	APZ010552	84.43	44.33	-	44.33
Waste Management, Inc.	Houston, TX	Trash	APZ010553	91.19	47.87	-	47.87
Waste Management, Inc.	800 Capitol Street, Suite 3000 Houston, TX	Trash	APZ010554	57.81	30.35	-	30.35
Waste Management, Inc.	800 Capitol Street, Suite 3000 Houston, TX	Trash	APZ010555	84.80	44.52	-	44.52
Waste Management, Inc.	800 Capitol Street, Suite 3000 Houston, TX	Trash	APZ010558	93.40	49.04	-	49.04
Waste Management, Inc.	800 Capitol Street, Suite 3000 Houston, TX	Trash	APZ010559	68.47	35.95	-	35.95
Waste Management, Inc.	800 Capitol Street, Suite 3000 Houston, TX	Trash	APZ010560	172.58	90.60	-	90.60
Waste Management, Inc.	800 Capitol Street, Suite 3000 Houston, TX	Trash	APZ010561	247.48	129.93	-	129.93
Waste Management, Inc.	800 Capitol Street, Suite 3000 Houston, TX	Trash	APZ010562	139.26	73.11	-	73.11
Waste Management, Inc.	800 Capitol Street, Suite 3000 Houston, TX	Trash	APZ010563W	128.73	67.58	-	67.58
Waste Management, Inc.	800 Capitol Street, Suite 3000	Trash	APZ010564	185.54	97.41	-	97.41
Waste Management, Inc.	Houston, TX 800 Capitol Street, Suite 3000	Trash	APZ010565	87.52	45.95	-	45.95
Waste Management, Inc.	Houston, TX 800 Capitol Street, Suite 3000	Trash	APZ010573	202.66	106.40	-	106.40
Waste Management, Inc.	Houston, TX 800 Capitol Street, Suite 3000	Trash	APZ010578	69.83	36.66		36.66
Waste Management, Inc.	Houston, TX 800 Capitol Street, Suite 3000	Trash	APZ010578	90.31	47.41		47.41
waste management, iile.	Houston, TX	11 0311	APZ010379	50.51	47.41	-	47.41

Case 23-90054 Document 32-5 Filed in TXSB on 02/01/23 Page 26 of 29

Halife Parcides	Describing a 11	6 1 (Ap)	Account Name /	Average Monthly	Half of Average	Prepetition Deposit or	Proposed Adequate
Utility Provider Waste Management, Inc.	Provider's Address 800 Capitol Street, Suite 3000	Service(s) Provided	Number(s)	Expenditure	Monthly Expenditure 68.59	L/C (if any)	Assurance
	Houston, TX 800 Capitol Street, Suite 3000	Trash	APZ010583	130.64		-	68.59
Waste Management, Inc.	Houston, TX	Trash	APZ010587	97.26	51.06	-	51.06
Waste Management, Inc.	800 Capitol Street, Suite 3000 Houston, TX	Trash	APZ010591	108.10	56.75	-	56.75
Waste Management, Inc.	800 Capitol Street, Suite 3000 Houston, TX	Trash	APZ010592	138.64	72.79	-	72.79
Waste Management, Inc.	800 Capitol Street, Suite 3000 Houston, TX	Trash	APZ010596	82.17	43.14	-	43.14
Waste Management, Inc.	800 Capitol Street, Suite 3000 Houston, TX	Trash	APZ010625	94.57	49.65	-	49.65
Waste Management, Inc.	800 Capitol Street, Suite 3000	Trash	APZ010626	60.65	31.84	-	31.84
Waste Management, Inc.	Houston, TX 800 Capitol Street, Suite 3000	Trash	APZ010627	70.95	37.25		37.25
Waste Management, Inc.	Houston, TX 800 Capitol Street, Suite 3000	Trash	APZ010628	86.08	45.19		45.19
	Houston, TX 800 Capitol Street, Suite 3000					-	
Waste Management, Inc.	Houston, TX 800 Capitol Street, Suite 3000	Trash	APZ010630	174.05	91.38	-	91.38
Waste Management, Inc.	Houston, TX	Trash	APZ010633	188.39	98.90	-	98.90
Waste Management, Inc.	800 Capitol Street, Suite 3000 Houston, TX	Trash	APZ010635	90.24	47.38	-	47.38
Waste Management, Inc.	800 Capitol Street, Suite 3000 Houston, TX	Trash	APZ010636	180.24	94.63	-	94.63
Waste Management, Inc.	800 Capitol Street, Suite 3000 Houston, TX	Trash	APZ010642	299.96	157.48	-	157.48
Waste Management, Inc.	800 Capitol Street, Suite 3000 Houston, TX	Trash	APZ010646	40.12	21.06	-	21.06
Waste Management, Inc.	800 Capitol Street, Suite 3000 Houston, TX	Trash	APZ010647	74.39	39.05	-	39.05
Waste Management, Inc.	800 Capitol Street, Suite 3000	Trash	APZ010649	229.93	120.71		120.71
Waste Management, Inc.	Houston, TX 800 Capitol Street, Suite 3000	Trash	APZ010653	354.60	186.16		186.16
	Houston, TX 800 Capitol Street, Suite 3000						
Waste Management, Inc.	Houston, TX 800 Capitol Street, Suite 3000	Trash	APZ010656	175.41	92.09	-	92.09
Waste Management, Inc.	Houston, TX	Trash	APZ010657	396.89	208.37	-	208.37
Waste Management, Inc.	800 Capitol Street, Suite 3000 Houston, TX	Trash	APZ010658	146.37	76.84	-	76.84
Waste Management, Inc.	800 Capitol Street, Suite 3000 Houston, TX	Trash	APZ010659	360.68	189.36	-	189.36
Waste Management, Inc.	800 Capitol Street, Suite 3000 Houston, TX	Trash	APZ010660	112.45	59.03	-	59.03
Waste Management, Inc.	800 Capitol Street, Suite 3000 Houston, TX	Trash	APZ010667	80.24	42.13	-	42.13
Waste Management, Inc.	800 Capitol Street, Suite 3000 Houston, TX	Trash	APZ010668	273.00	143.33	-	143.33
Waste Management, Inc.	800 Capitol Street, Suite 3000 Houston, TX	Trash	APZ010670	125.46	65.87	-	65.87
Waste Management, Inc.	800 Capitol Street, Suite 3000	Trash	APZ010673	90.00	47.25	-	47.25
Waste Management, Inc.	Houston, TX 800 Capitol Street, Suite 3000	Trash	APZ010676	131.42	69.00		69.00
Waste Management, Inc.	Houston, TX 800 Capitol Street, Suite 3000	Trash	APZ010681	129.63	68.06		68.06
	Houston, TX 800 Capitol Street, Suite 3000					-	
Waste Management, Inc.	Houston, TX 800 Capitol Street, Suite 3000	Trash	APZ010689	108.40	56.91	-	56.91
Waste Management, Inc.	Houston, TX	Trash	APZ010692	178.32	93.62	-	93.62
Waste Management, Inc.	800 Capitol Street, Suite 3000 Houston, TX	Trash	APZ010693	189.50	99.48	-	99.48
Waste Management, Inc.	800 Capitol Street, Suite 3000 Houston, TX	Trash	APZ010695	150.54	79.03	-	79.03
Waste Management, Inc.	800 Capitol Street, Suite 3000 Houston, TX	Trash	APZ010708	106.24	55.78	-	55.78
Waste Management, Inc.	800 Capitol Street, Suite 3000 Houston, TX	Trash	APZ010709	322.21	169.16	-	169.16
Waste Management, Inc.	800 Capitol Street, Suite 3000	Trash	APZ010710	613.64	322.16	-	322.16
Waste Management, Inc.	Houston, TX 800 Capitol Street, Suite 3000	Trash	APZ010711	854.82	448.78	-	448.78
Waste Management, Inc.	Houston, TX 800 Capitol Street, Suite 3000	Trash	APZ018017	479.58	251.78	_	251.78
	Houston, TX 800 Capitol Street, Suite 3000						
Waste Management, Inc.	Houston, TX 800 Capitol Street, Suite 3000	Trash	APZ018018	24,931.74	13,089.16	-	13,089.16
Waste Management, Inc.	Houston, TX 800 Capitol Street, Suite 3000	Trash	APZ018027	602.43	316.28	-	316.28
Waste Management, Inc.	Houston, TX	Trash	APZ018033	1,430.39	750.95	-	750.95
Waste Management, Inc.	800 Capitol Street, Suite 3000 Houston, TX	Trash	APZ018037	699.20	367.08	-	367.08
Waste Management, Inc.	800 Capitol Street, Suite 3000 Houston, TX	Trash	APZ018043	1,226.45	643.89	-	643.89
Waste Management, Inc.	800 Capitol Street, Suite 3000 Houston, TX	Trash	APZ018047	2,560.82	1,344.43	-	1,344.43
Waste Management, Inc.	800 Capitol Street, Suite 3000 Houston, TX	Trash	APZ018048	3,043.71	1,597.95	-	1,597.95
Waste Management, Inc.	800 Capitol Street, Suite 3000	Trash	APZ018049	1,129.97	593.23	-	593.23
• • • •	Houston, TX	•	,	,			

Case 23-90054 Document 32-5 Filed in TXSB on 02/01/23 Page 25 of 29

			Account Name /	Average Monthly	Half of Average	Prepetition Deposit or	Proposed Adequate
Utility Provider	Provider's Address 800 Capitol Street, Suite 3000	Service(s) Provided	Number(s)	Expenditure	Monthly Expenditure	L/C (if any)	Assurance
Waste Management, Inc.	Houston, TX	Trash	APZ018052	30.00	15.75	-	15.75
Waste Management, Inc.	800 Capitol Street, Suite 3000 Houston, TX	Trash	APZ018053	300.91	157.98	-	157.98
Waste Management, Inc.	800 Capitol Street, Suite 3000 Houston, TX	Trash	APZ018054	354.65	186.19	-	186.19
Waste Management, Inc.	800 Capitol Street, Suite 3000	Trash	APZ018056	1,202.94	631.54	-	631.54
Waste Management, Inc.	Houston, TX 800 Capitol Street, Suite 3000	Trash	APZ018059	365.97	192.13		192.13
	Houston, TX 800 Capitol Street, Suite 3000	Trash	APZ018060		144.25		144.25
Waste Management, Inc.	Houston, TX 800 Capitol Street, Suite 3000			274.76		-	
Waste Management, Inc.	Houston, TX	Trash	APZ018067	1,314.01	689.86	-	689.86
Waste Management, Inc.	800 Capitol Street, Suite 3000 Houston, TX	Trash	APZ018070	2,696.31	1,415.56	-	1,415.56
Waste Management, Inc.	800 Capitol Street, Suite 3000 Houston, TX	Trash	APZ018071	184.45	96.84	-	96.84
Waste Management, Inc.	800 Capitol Street, Suite 3000 Houston, TX	Trash	APZ10388	112.04	58.82	-	58.82
Waste Management, Inc.	800 Capitol Street, Suite 3000	Trash	APZ18027	147.55	77.46	-	77.46
Waste Management, Inc.	Houston, TX 800 Capitol Street, Suite 3000	Trash	APZ010533	481.80	252.94		252.94
	Houston, TX 800 Capitol Street, Suite 3000						
Waste Management, Inc.	Houston, TX 800 Capitol Street, Suite 3000	Trash	APZ010551	64.50	33.86	-	33.86
Waste Management, Inc.	Houston, TX	Trash	APZ010817	13.50	7.09	-	7.09
Waste Management, Inc.	800 Capitol Street, Suite 3000 Houston, TX	Trash	APZ010865	64.50	33.86	-	33.86
Armstrong	PO BOX 37749 PHILADELPHIA, PA 19101-5049	Telecom	110000003473001	228.93	120.19	-	120.19
AT&T Legacy B	208 South Akard Street Dallas, TX 75202	Telecom	171-786-5228 373	29,223.17	15,342.17	-	15,342.17
AT&T Legacy B	208 South Akard Street	Telecom	1800-003-3821	1,459.71	766.35	_	766.35
	Dallas, TX 75202 208 South Akard Street	Telecom	305 633-6900 617				
AT&T Legacy B	Dallas, TX 75202 208 South Akard Street			-	-	-	-
AT&T Legacy B	Dallas, TX 75202	Telecom	305 633-6905 617	-	-	-	-
AT&T Legacy B	208 South Akard Street Dallas, TX 75202	Telecom	305 633-8760 921	-	-	-	-
AT&T Legacy B	208 South Akard Street Dallas, TX 75202	Telecom	305 663-0919 351	-	-	-	-
AT&T Legacy B	208 South Akard Street Dallas, TX 75202	Telecom	305 W25-5349 001	-	-	-	-
AT&T Legacy B	208 South Akard Street Dallas, TX 75202	Telecom	561 V16-1657 657	59.15	31.05	-	31.05
AT&T Legacy B	208 South Akard Street	Telecom	740 R84-0029 900	775.88	407.34	_	407.34
AT&T Legacy B	Dallas, TX 75202 208 South Akard Street	Telecom	8001-925-0804	102.06	53.58		53.58
	Dallas, TX 75202 208 South Akard Street						
AT&T Legacy B	Dallas, TX 75202 208 South Akard Street	Telecom	8002-927-3507	5,949.15	3,123.30	-	3,123.30
AT&T Legacy B	Dallas, TX 75202	Telecom	8003-109-6482	(151.43)	(79.50)	-	-
AT&T Legacy B	208 South Akard Street Dallas, TX 75202	Telecom	8003-111-9813	(294.59)	(154.66)	-	-
AT&T Legacy B	208 South Akard Street Dallas, TX 75202	Telecom	831 000-3133 062	3,876.92	2,035.38	-	2,035.38
AT&T Legacy B	208 South Akard Street Dallas, TX 75202	Telecom	831 000-7602 754	4,641.48	2,436.78	-	2,436.78
AT&T Legacy B	208 South Akard Street	Telecom	831 000-7605 107	4,583.10	2,406.13	_	2,406.13
AT&T Legacy B	Dallas, TX 75202 208 South Akard Street	Telecom	831 000-7605 143	6.44	3.38	_	3.38
	Dallas, TX 75202 208 South Akard Street					<u> </u>	
AT&T Legacy B	Dallas, TX 75202 208 South Akard Street	Telecom	831-000-5969 148	523.35	274.76	-	274.76
AT&T Legacy B	Dallas, TX 75202	Telecom	831-000-7249 155	16,205.46	8,507.86	-	8,507.86
AT&T Legacy B	208 South Akard Street Dallas, TX 75202	Telecom	831-000-7433 801	32.66	17.15	-	17.15
AT&T Legacy B	208 South Akard Street Dallas, TX 75202	Telecom	831-000-7605 141	131.94	69.27	-	69.27
AT&T Legacy B	208 South Akard Street Dallas, TX 75202	Telecom	831-001-1697 624	5,633.58	2,957.63	-	2,957.63
AT&T Legacy B	208 South Akard Street	Telecom	831-001-1933 375	752.90	395.27	_	395.27
	Dallas, TX 75202 208 South Akard Street	Telecom	831-001-1933 383	30.97	16.26		16.26
AT&T Legacy B	Dallas, TX 75202 208 South Akard Street					-	
AT&T Legacy B	Dallas, TX 75202 208 South Akard Street	Telecom	836381987	45.86	24.08	-	24.08
AT&T Legacy B	Dallas, TX 75202	Telecom	ANRPEP	2,120.26	1,113.14	-	1,113.14
AT&T Legacy B	208 South Akard Street Dallas, TX 75202	Telecom	ANRUNI	(227.19)	(119.28)	-	-
CenturyLink	100 CenturyLink Drive Monroe, LA 71203	Telecom	2009051418454412	99.63	52.31	-	52.31
CenturyLink	100 CenturyLink Drive	Telecom	273199	576.02	302.41	-	302.41
CenturyLink	Monroe, LA 71203 100 CenturyLink Drive	Telecom	273231	569.23	298.85	_	298.85
	Monroe, LA 71203		2,3231	303.23	250.03		250.05

Case 23-90054 Document 32-5 Filed in TXSB on 02/01/23 Page 28 of 29

			Account Name /	Average Monthly	Half of Average	Prepetition Deposit or	Proposed Adequate
Utility Provider	Provider's Address 100 CenturyLink Drive	Service(s) Provided	Number(s)	Expenditure	Monthly Expenditure	L/C (if any)	Assurance
CenturyLink	Monroe, LA 71203	Telecom	273544	3.10	1.63	-	1.63
CenturyLink	100 CenturyLink Drive Monroe, LA 71203	Telecom	448448064	-	-	-	-
CenturyLink	100 CenturyLink Drive	Telecom	515 E48-0324 337	333.52	175.10	-	175.10
	Monroe, LA 71203 100 CenturyLink Drive						
CenturyLink	Monroe, LA 71203	Telecom	5-QFS6LGS1	483.43	253.80	-	253.80
CenturyLink	100 CenturyLink Drive Monroe, LA 71203	Telecom	641 422-5000 340	2.04	1.07	-	1.07
CenturyLink	100 CenturyLink Drive Monroe, LA 71203	Telecom	641-423-7142 339	-	-	-	-
Comcast	One Comcast Center 1701 JFK Boulevard	Telecom	8220 22 072 0120451	56.04	29.42	-	29.42
	Philadelphia, PA 19103-2838 One Comcast Center 1701 JFK Boulevard						
Comcast	Philadelphia, PA 19103-2838 One Comcast Center 1701 JFK Boulevard	Telecom	8299 40 002 2044577	24.80	13.02	-	13.02
Comcast	Philadelphia, PA 19103-2838	Telecom	8396 52 165 0414550	12.11	6.36	-	6.36
Comcast	One Comcast Center 1701 JFK Boulevard Philadelphia, PA 19103-2838	Telecom	8498 34 001 0487421	89.86	47.18	-	47.18
Comcast	One Comcast Center 1701 JFK Boulevard	Telecom	8499 05 163 0127359	22.43	11.78	-	11.78
Comcast	Philadelphia, PA 19103-2838 One Comcast Center 1701 JFK Boulevard	Telecom	8499 05 327 0339591	(24.70)	(12.97)		
	Philadelphia, PA 19103-2838 One Comcast Center 1701 JFK Boulevard						
Comcast	Philadelphia, PA 19103-2838	Telecom	8499 05 327 0372691	16.45	8.64	-	8.64
Comcast	One Comcast Center 1701 JFK Boulevard Philadelphia, PA 19103-2838	Telecom	8529 20 140 0285317	81.89	42.99	-	42.99
Comcast	One Comcast Center 1701 JFK Boulevard Philadelphia, PA 19103-2838	Telecom	8771 20 133 0149554	106.67	56.00	-	56.00
Comcast	One Comcast Center 1701 JFK Boulevard	Telecom	8773 10 199 0050324	150.16	78.83		78.83
	Philadelphia, PA 19103-2838 One Comcast Center 1701 JFK Boulevard						
Comcast	Philadelphia, PA 19103-2838	Telecom	8773 10 248 1366617	20.55	10.79	-	10.79
Comcast	One Comcast Center 1701 JFK Boulevard Philadelphia, PA 19103-2838	Telecom	8773 10 351 0346620	(11.90)	(6.24)	-	-
Comcast	One Comcast Center 1701 JFK Boulevard Philadelphia, PA 19103-2838	Telecom	8773 10 610 0385619	114.83	60.29	-	60.29
Comcast	One Comcast Center 1701 JFK Boulevard	Telecom	8993 20 611 0074155	(15.18)	(7.97)		_
	Philadelphia, PA 19103-2838 One Comcast Center 1701 JFK Boulevard						22.40
Comcast	Philadelphia, PA 19103-2838 One Comcast Center 1701 JFK Boulevard	Telecom	8993 20 616 0112277	44.16	23.18	-	23.18
Comcast	Philadelphia, PA 19103-2838	Telecom	8993 20 922 0349673	45.44	23.86	-	23.86
Comcast	One Comcast Center 1701 JFK Boulevard Philadelphia, PA 19103-2838	Telecom	8993 21 003 0666827	88.89	46.67	-	46.67
Comcast	One Comcast Center 1701 JFK Boulevard	Telecom	903537044	534.76	280.75	-	280.75
Comporium	Philadelphia, PA 19103-2838 P.O Box 470	Telecom	4103-4767	336.26	176.54		176.54
	Rock Hill, SC 29731 2116 South 17th Street				170.54		170.54
Consolidated Communications	Mattoon, IL 61938	Telecom	724-898-3522	-	-	-	-
DTC	111 High Street, PO Box 247 Alexandria, TN 37012	Telecom	00052488-7	157.50	82.69	-	82.69
Frontier	401 Merritt 7 Norwalk, CT 06851	Telecom	281 337-5771	100.75	52.89	-	52.89
Frontier	401 Merritt 7	Telecom	570-879-2233	221.13	116.09		116.09
	Norwalk, CT 06851 401 Merritt 7						
Frontier	Norwalk, CT 06851	Telecom	585-243-0828	58.68	30.81	-	30.81
Frontier	401 Merritt 7 Norwalk, CT 06851	Telecom	585-254-4778	71.65	37.61	-	37.61
Frontier	401 Merritt 7 Norwalk, CT 06851	Telecom	585-325-6868	46.84	24.59	-	24.59
Frontier	401 Merritt 7	Telecom	585-458-3978	-	-	-	-
Frantiar	Norwalk, CT 06851 401 Merritt 7	Talacam	ERE 624 6442	21.47	16.53		16.53
Frontier	Norwalk, CT 06851 401 Merritt 7	Telecom	585-624-6443	31.47	16.52	-	16.52
Frontier	Norwalk, CT 06851	Telecom	727-545-2780	170.89	89.72	-	89.72
Frontier	401 Merritt 7 Norwalk, CT 06851	Telecom	740-594-1112	-	-	-	-
Frontier	401 Merritt 7 Norwalk, CT 06851	Telecom	813-620-1677	255.32	134.04	-	134.04
Frontier	401 Merritt 7	Telecom	813-620-3854	112.01	58.81		58.81
	Norwalk, CT 06851 401 Merritt 7						
Frontier	Norwalk, CT 06851	Telecom	845-469-6124	168.53	88.48	-	88.48
Frontier	401 Merritt 7 Norwalk, CT 06851	Telecom	860-526-2779	62.49	32.81	-	32.81
Frontier	401 Merritt 7 Norwalk, CT 06851	Telecom	860-677-2616	63.04	33.10	-	33.10
Frontier	401 Merritt 7	Telecom	863-665-3053	67.49	35.43		35.43
	Norwalk, CT 06851 401 Merritt 7						
Frontier	Norwalk, CT 06851	Telecom	941-746-1413	(14.92)	(7.83)	-	-
Hancock Telephone	34 Read St Hancock, NY 13783	Telecom	101445	302.26	158.69	-	158.69
HTC Comm	3480 Highway 701 North Conway, SC 29526	Telecom	09556540	44.01	23.10	-	23.10
Optimum	1 Court Square West	Telecom	07806-418015-01-8	259.08	136.01	-	136.01
•	Long Island City, NY 11101						

Case 23-90054 Document 32-5 Filed in TXSB on 02/01/23 Page 29 of 29

Utility Provider	Provider's Address	Service(s) Provided	Account Name / Number(s)	Average Monthly Expenditure	Half of Average Monthly Expenditure	Prepetition Deposit or L/C (if any)	Proposed Adequate Assurance
Optimum	1 Court Square West Long Island City, NY 11101	Telecom	07873-161420-01-8	8.74	4.59	-	4.59
Shentel	500 Shentel Way Edinburg, VA 22824	Telecom	0000383752001	32.05	16.83	-	16.83
Verizon	1095 Avenue of the Americas New York, NY 10036	Telecom	450 548-0670 001	16.45	8.64	-	8.64
Verizon	1095 Avenue of the Americas New York, NY 10036	Telecom	455 659-1280 001	1,258.95	660.95	-	660.95
Verizon	1095 Avenue of the Americas New York, NY 10036	Telecom	552-571-8810 001	-	-	-	-
Verizon	1095 Avenue of the Americas New York, NY 10036	Telecom	650 092-9000 001	2,274.30	1,194.01	-	1,194.01
Verizon	1095 Avenue of the Americas New York, NY 10036	Telecom	752 607-8130 001	-	-	-	-
Verizon	1095 Avenue of the Americas New York, NY 10036	Telecom	955-659-144-0001	-	-	-	-
Verizon Wireless	1095 Avenue of the Americas New York, NY 10036	Telecom	542268520-00001	14,982.62	7,865.88	-	7,865.88
Windstream	4001 Rodney Parham Road Little Rock, AR 72212	Telecom	205530898	8,134.69	4,270.71	-	4,270.71
Windstream	4001 Rodney Parham Road Little Rock, AR 72212	Telecom	205530904	4.09	2.15	-	2.15
Windstream	4001 Rodney Parham Road Little Rock, AR 72212	Telecom	205530905	4.09	2.15	-	2.15
Windstream	4001 Rodney Parham Road Little Rock, AR 72212	Telecom	205530911	4.09	2.15	-	2.15
Windstream	4001 Rodney Parham Road Little Rock, AR 72212	Telecom	205530915	4.09	2.15	-	2.15
Windstream	4001 Rodney Parham Road Little Rock, AR 72212	Telecom	205530920	4.09	2.15	-	2.15
Windstream	4001 Rodney Parham Road Little Rock, AR 72212	Telecom	205530925	4.09	2.15	-	2.15
Windstream	4001 Rodney Parham Road Little Rock, AR 72212	Telecom	205788574	10,788.07	5,663.74	-	5,663.74
Windstream	4001 Rodney Parham Road Little Rock, AR 72212	Telecom	2295043	256.07	134.44	-	134.44
Windstream	4001 Rodney Parham Road Little Rock, AR 72212	Telecom	305115	-	-	-	-
Windstream	4001 Rodney Parham Road Little Rock, AR 72212	Telecom	630297961001	431.18	226.37	-	226.37
Windstream	4001 Rodney Parham Road Little Rock, AR 72212	Telecom	630319721001	134.92	70.83	-	70.83
Windstream	4001 Rodney Parham Road Little Rock, AR 72212	Telecom	630580961001	106.75	56.04	-	56.04
Windstream	4001 Rodney Parham Road Little Rock, AR 72212	Telecom	7068710	48.34	25.38	-	25.38
s2s Communications	3000 Atrium Way, Suite 530 Mount Laurel, NJ 08054	Telecom	41	76,541.94	40,184.52	-	40,184.52
Granite Telecommunications	100 Newport Ave Ext. Quincy, MA 02171	Telecom	1763856	35,000.00	18,375.00	-	18,375.00

Exhibit 6

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Insurance Carrier	Type of Coverage	Policy Numbers	Effective Date	End Date
ACE American Insurance Company	Workers' Compensation	WLRC50677734	12/1/2022	12/1/2023
Indemnity Insurance Company of North America	Workers' Compensation	WLRC50677837	12/1/2022	12/1/2023
ACE Fire Underwriters Insurance Company	Workers' Compensation	SCFC50677928	12/1/2022	12/1/2023
ACE American Insurance Company	Workers' Compensation	WCUC50677989	12/1/2022	12/1/2023
ACE American Insurance Company	Auto Liability	ISAH10692039	12/1/2022	12/1/2023
ACE American Insurance Company	General Liability	XSLG47300782	12/1/2022	12/1/2023
Navigators Insurance Company	Umbrella	NY22EXC919212IV	12/1/2022	12/1/2023
Berkley National Insurance Company	Excess Liability	CEX0960245606	12/1/2022	12/1/2023
Allied World Assurance Company (US) Inc	Excess Liability	0311-0109	12/1/2022	12/1/2023
National Union Fire Ins Co of Pittsburgh PA	Excess Liability	080852727	12/1/2022	12/1/2023
Continental Insurance Company	Excess Liability	FFX 7036108564	12/1/2022	12/1/2023
Fireman's Fund Insurance Company	Excess Liability	USL019972226	12/1/2022	12/1/2023
Great American Security Insurance Co	Excess Liability	EXC 4691183	12/1/2022	12/1/2023
Ohio Casualty Insurance Company	Excess Liability	ECO (23) 58337599	12/1/2022	12/1/2023
ACE American Insurance Company	Defense Base Act	ENID42188311003	12/1/2022	12/1/2023
Ironshore Specialty Insurance Company	Fiduciary	PT7NACEZ4E002	12/1/2022	12/1/2023
National Union Fire Ins Co of Pittsburgh PA	Fiduciary	018321790	12/1/2022	12/1/2023
Beazley Insurance Company Inc	Crime	V29716220401	12/1/2022	12/1/2023
Beazley Insurance Company Inc	Excess Crime	FID 0891695-04	12/1/2022	12/1/2023

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Insurance Carrier	Type of Coverage	Policy Numbers	Effective Date	End Date
Zurich American Insurance Company	Lawyer Professional Liability	EOG 0286006-06	12/1/2022	12/1/2023
QBE Specialty Insurance Co	Cyber Liability	130001856	12/1/2022	12/1/2023
Indian Harbor Insurance Co	Excess Cyber Risk	MTE903997503	12/1/2022	12/1/2023
Markel Bermuda Limited	Employment Practices	MKLB25GPL0004262	12/1/2022	12/1/2023
Landmark American Insurance Company/AmWINS Brokerage of Georgia, LLC	Property	LHD928502	12/8/2022	12/8/2023
Westchester Surplus Lines Insurance Company/AmWINS Brokerage of Georgia, LLC	Property	D39162052 001	12/8/2022	12/8/2023
Allianz Global Risks US Insurance Company	Property	USP00100222	12/8/2022	12/8/2023
National Fire & Marine Insurance Company	Property	42-PRP-325831-01	12/8/2022	12/8/2023
AXA/2003 XLC Lloyd's Syndicate/Marsh Limited	Property	BOWPN2251753	12/8/2022	12/8/2023
BRT 2987 Lloyd's Syndicate/Marsh Limited	Property	BOWPN2251753	12/8/2022	12/8/2023
CANOPIUS HOLDINGS/4444 CNP Lloyd's Syndicate/Canopius Underwriting Agency, Inc	Property	B72804BAA	12/8/2022	12/8/2023
StarStone Specialty Insurance Company/AmWINS Brokerage of Georgia, LLC	Property	H82737221CSP	12/8/2022	12/8/2023
DUW 1729 Lloyd's Syndicate/Marsh Limited	Property	BOWPN2251753	12/8/2022	12/8/2023
APL 1969 Lloyd's Syndicate/Marsh Limited	Property	BOWPN2251753	12/8/2022	12/8/2023
BRT 2988 Lloyd's Syndicate/Marsh Limited	Property	BOWPN2251753	12/8/2022	12/8/2023
QBE Property Facility 100% QBE UK Limited/Marsh Limited	Property	BOWPN2251753	12/8/2022	12/8/2023
Aspen Specialty Insurance Company/AmWINS Brokerage of Georgia, LLC	Property	PX00UGR22	12/8/2022	12/8/2023
Evanston Insurance Company/AmWINS Brokerage of Georgia, LLC	Property	MKLV1XPR000510	12/8/2022	12/8/2023
AFB Facility/Marsh Limited	Property	BOWPN2251753	12/8/2022	12/8/2023

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Insurance Carrier	Type of Coverage	Policy Numbers	Effective Date	End Date
Endurance Worldwide Insurance Ltd	Property	BOWPN2252051	12/8/2022	12/8/2023
AFB 0623/2623 Lloyd's Syndicate/Marsh Limited	Property	BOWPN2251754	12/8/2022	12/8/2023
Swiss Re Corporate Solutions Elite Insurance corporation	Property	NAP 2003082 04	12/8/2022	12/8/2023
Alcor Underwriting Bermuda Limited/Lloyds Consortium 4612/Marsh Bermuda	Property	22ALC641010A	12/8/2022	12/8/2023
KII 1618 Lloyd's Syndicate/Marsh Limited	Property	BOWPN2251754	12/8/2022	12/8/2023
Convex/Marsh Limited	Property	BOWPN2252012	12/8/2022	12/8/2023
HDU 0382 Lloyd's Syndicate/Marsh Limited	Property	BOWPN2252012	12/8/2022	12/8/2023
Starr Surplus Insurance Company	Loss Control Inspection	2022173NY	12/1/2022	12/1/2023
Starr Surplus Insurance Company	Loss Control Inspection	2022172NY	12/1/2022	12/1/2023
ACE American Insurance Company	Environmental	PPLG71466140003	12/8/2022	12/8/2023
Ironshore Specialty Insurance Company	Environmental	G71466140 003	12/8/2022	12/8/2023
AGCS Marine Insurance Company	Cargo Stock thru-put	OC91784900	12/8/2022	12/8/2023
Indemnity Insurance Company of North America	Cargo Stock thru-put	N10763113	12/8/2022	12/8/2023
Liberty Mutual Insurance Company	Cargo Stock thru-put	OMCGC11896202	12/8/2022	12/8/2023
Continental Insurance Company	Cargo Stock thru-put	OC26-1835	12/8/2022	12/8/2023
State National Insurance Company Inc/Canopius Underwriting Agency, Inc	Cargo Stock thru-put	SMCZ14596DAA	12/8/2022	12/8/2023
Swiss Re Corporate Solutions Elite Insurance corporation	Property	NAP 2003082 03	12/1/2022	12/8/2022
Interstate Fire & Casualty Company/Victor O. Schinnerer & Company, Inc.	Property	RTX20027021	12/1/2022	12/8/2022
Allianz Global Risks US Insurance Company	Property	USP00100221	12/1/2022	12/8/2022

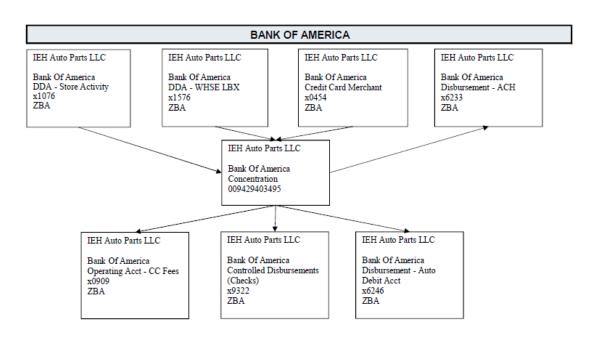
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Insurance Carrier	Type of Coverage	Policy Numbers	Effective Date	End Date
StarStone Specialty Insurance Company/AmWINS Brokerage of Georgia, LLC	Property	H82737210CSP	12/1/2022	12/8/2022
AXA/2003 XLC Lloyd's Syndicate/Marsh Limited	Property	BOWPN2151558	12/1/2022	12/8/2022
HISCOX GROUP/0033 HIS Lloyd's Syndicate/Marsh Limited	Property	BOWPN2151559	12/1/2022	12/8/2022
CANOPIUS HOLDINGS/4444 CNP Lloyd's Syndicate/Canopius Underwriting Agency, Inc	Property	B72804AAA	12/1/2022	12/8/2022
Alcor Underwriting Bermuda Limited/Lloyds Consortium 4612/Marsh Bermuda	Property	21ALC494660A	12/1/2022	12/8/2022
Evanston Insurance Company/AmWINS Brokerage of Georgia, LLC	Property	MKLV1XPR000243	12/1/2022	12/8/2022
Landmark American Insurance Company/AmWINS Brokerage of Georgia, LLC	Property	LHD921247	12/1/2022	12/8/2022
ACE American Insurance Company	Environmental	PPIG71466140002	12/1/2022	12/8/2022
AGCS Marine Insurance Company	Cargo Stock thru-put	OC91784900	12/1/2022	12/8/2022
Chubb Indemnity Insurance Company	Cargo Stock thru-put	N10763113	12/1/2022	12/8/2022
Continental Casualty Company	Cargo Stock thru-put	NYOMC11896201	12/1/2022	12/8/2022
Liberty Mutual Insurance Company	Cargo Stock thru-put	OC261835	12/1/2022	12/8/2022
State National Insurance Company Inc/Canopius Underwriting Agency, Inc	Cargo Stock thru-put	DWMZ14596CAA	12/1/2022	12/8/2022

Exhibit 7

EXHIBIT 1

CASH MANAGEMENT SYSTEM



IEH Auto Parts LLC

Wells Fargo Bank DDA - Deposits x1148 Manual Sweep to BofA Concentration

IEH Auto Parts LLC

Bank of America Utility Adequate Assurance x9043 Non-ZBA

IEH Auto Parts LLC

Regions Bank DDA - Deposits x1094 Manual Sweep to BofA Concentration

AP Acquisition Company Clark LLC

Signature Bank Operating Account x3495 Non-ZBA

TRUIST BANK

IEH Auto Parts Holding LLC/DBA IEH AIM LLC

Truist Operating/Payroll x6445 IEH Auto Parts Holding LLC/DBA IEH AIM LLC

Truist Rebate/Marketing

Exhibit 8

EXHIBIT 2

CASH MANAGEMENT BANKS

Bank	Debtor Entity Name	Account Number	Account Designation	Account Balance
Bank of America	IEH Auto Parts LLC	3495	Concentration Account	\$4,026,939.00
Bank of America	IEH Auto Parts LLC	0909	ZBA for Credit Card Fees	\$0.00
Bank of America	IEH Auto Parts LLC	0454	ZBA Credit Card Merchant Account	\$0.00
Bank of America	IEH Auto Parts LLC	1076	ZBA Store Cash Deposits	\$0.00
Bank of America	IEH Auto Parts LLC	1576	ZBA Lockbox Account	\$0.00
Bank of America	IEH Auto Parts LLC	6233	ZBA Disbursement Operating Account for ACH	\$0.00
Bank of America	IEH Auto Parts LLC	6246	ZBA Disbursement Operating Account for Auto Debit Out	\$0.00
Bank of America	IEH Auto Parts LLC	9322	ZBA Disbursement Operating Account for Checks	\$0.00
Bank of America	IEH Auto Parts LLC	9043	Utility Adequate Assurance Account	\$386,480.00
Signature Bank	AP Acquisition Company Clark LLC	3495	Checking Account	\$50,000.00
Wells Fargo Bank, N.A.	IEH Auto Parts LLC	1148	Store Deposits with Manual Sweep	\$146,261.00
Regions Bank, N.A.	IEH Auto Parts LLC	1094	Store Deposits with Manual Sweep	\$19,731.00
Truist Bank	IEH Auto Parts Holding LLC/DBA IEH AIM LLC	6445	Operating/Payroll (AIM) (Checking Account)	\$32,975.00
Truist Bank	IEH Auto Parts Holding LLC/DBA IEH AIM LLC	6437	Rebate (AIM) (Checking Account)	\$138,750.00
	\$4,801,136.00			

Case 23-90054 Document 22-8Fileideid in XISHS 6:002021023239 at gas 6:23 of 632

Purchase Card Programs						
Citizens Bank	IEH Auto Parts LLC	5359	Finish Order P-Card Program			
Citizens Bank	IEH Auto Parts LLC	2393	T&E P-Card Program			