

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF SOUTH CAROLINA**

In re:

CAFE HOLDINGS CORP., *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 18-\_\_\_\_\_( )

(Joint Administration Requested)

**DEBTORS' MOTION FOR ENTRY OF INTERIM AND FINAL ORDERS  
(I) PROHIBITING UTILITY PROVIDERS FROM ALTERING, REFUSING OR  
DISCONTINUING SERVICES, (II) DEEMING UTILITY PROVIDERS ADEQUATELY  
ASSURED OF PAYMENT, (III) ESTABLISHING PROCEDURES FOR  
DETERMINING ADDITIONAL ADEQUATE ASSURANCE OF PAYMENT,  
AND (IV) GRANTING RELATED RELIEF**

The above-captioned debtors and debtors in possession (collectively, the “**Debtors**”) hereby move this Court for entry of interim (the “**Interim Order**”) and final (the “**Final Order**”) orders, substantially in the forms attached hereto, pursuant to section 366 of title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the “**Bankruptcy Code**”), (I) prohibiting the Utility Providers (as defined below) from altering, refusing, or discontinuing services to the Debtors, (II) deeming the Utility Providers adequately assured of payment, (III) establishing procedures for determining requests from Utility Providers for additional adequate assurance of payment, and (IV) granting related relief. In support of this motion, the Debtors submit the *Declaration of Eric Easton in Support of Chapter 11 Petitions and First Day Relief* (the “**First Day Declaration**”). In further support of this motion, the Debtors respectfully state as follows:

<sup>1</sup> The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number, are: Cafe Holdings Corp. (7910); Cafe Enterprises, Inc. (4946); CE Sportz LLC (2009); and CES Gastonia LLC (0863). The location of the Debtors’ corporate headquarters is 4324 Wade Hampton Blvd., Suite B, Taylors, South Carolina 29687.

### **JURISDICTION AND VENUE**

1. This Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1334 and Local Civil Rule 83.IX.01, D.S.C. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A). The Debtors confirm their consent, pursuant to Rule 7008 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), to the entry of a final order by the Court in connection with this motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

2. Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

3. The bases for the relief requested herein are sections 101(2), 105(a), and 366 of the Bankruptcy Code and Rule 1015(b) of the Bankruptcy Rules.

### **BACKGROUND**

4. On the date hereof (the “**Petition Date**”), each of the Debtors commenced with this Court a voluntary case under chapter 11 of the Bankruptcy Code. Each Debtor is authorized to continue to operate its business and manage its properties as a debtor in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. Concurrently with the filing of this motion, the Debtors filed a motion requesting procedural consolidation and joint administration of these chapter 11 cases pursuant to Bankruptcy Rule 1015(b). As of the date hereof, no trustee, examiner, or statutory committee has been appointed in these chapter 11 cases.

5. Additional information regarding the Debtors, including their business operations, corporate and capital structure, and the events leading to the Petition Date, is more fully set forth in the First Day Declaration.<sup>2</sup>

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

**RELIEF REQUESTED**

6. In the normal course of business, the Debtors have relationships with certain utility companies (each, a “**Utility Provider**,” and collectively, the “**Utility Providers**”) for the provision of electricity, natural gas, water, sewer, telephone, internet, television, waste management, and other similar utility services (collectively, the “**Utility Services**”). The Utility Providers include the entities set forth on **Exhibit A** hereto (the “**Utility Providers List**”).<sup>3</sup> On average, the Debtors pay approximately \$315,000 per month on account of Utility Services.

7. Because uninterrupted Utility Services are critical to the Debtors’ ongoing operations, the Debtors, by this Motion and pursuant to sections 105(a) and 366 of the Bankruptcy Code, seek to establish an orderly process for providing adequate assurance of payment to the Utility Providers without jeopardizing the Debtors’ business operations.

8. The Debtors also request that the Court schedule a final hearing on this motion within 30 days after the Petition Date to ensure that, if a Utility Provider argues that it can unilaterally refuse service to the Debtors on the 31st day after the Petition Date, the Debtors will have the opportunity, to the extent necessary, to request that the Court make such modifications to the Adequate Assurance Deposit (as defined herein) in time to avoid any potential termination of Utility Service.

9. In general, the Debtors have maintained a good payment history with the Utility Providers and have made payments on a regular and timely basis. To the best of the Debtors’ knowledge, there are no material defaults or arrearages with respect to undisputed invoices for prepetition Utility Services as of the Petition Date. The Debtors intend to pay any postpetition

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<sup>3</sup> Although the Debtors believe that the Utility Providers List attached hereto is a complete list, they reserve the right to supplement the Utility Providers List, as provided for herein, if it is determined that any Utility Provider has been omitted. Moreover, the Debtors reserve the right to assert that any of the entities listed on the Utility Providers List are not utilities within the scope of section 366(a) of the Bankruptcy Code.

obligations to the Utility Providers in a timely fashion and in the ordinary course. The Debtors have budgeted for the payments and believe that cash on hand, cash generated through operations, funds available under the Debtors' post-petition credit facility, and cash otherwise available to the Debtors will be sufficient to satisfy obligations for Utility Services in the ordinary course on a postpetition basis in a manner consistent with the Debtors' prepetition practice.

### **THE ADEQUATE ASSURANCE DEPOSIT**

10. Pursuant to section 366(c)(2) of the Bankruptcy Code, a utility may alter, refuse, or discontinue a chapter 11 debtor's utility service if the utility does not receive from the debtor or the trustee adequate "assurance of payment" within 30 days of the commencement of the debtor's chapter 11 case.<sup>4</sup> Section 366(c)(1)(A) of the Bankruptcy Code defines the phrase "assurance of payment" to mean, among other things, a cash deposit. As adequate assurance of payment for future services to the Utility Providers, the Debtors propose to deposit approximately \$150,000, in the aggregate, into a segregated, non-interest-bearing account (the "**Adequate Assurance Deposit**"), within 20 days of the Petition Date. The amount of the

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<sup>4</sup> There is an apparent discrepancy between subsections (b) and (c) of section 366 of the Bankruptcy Code as these two subsections set forth different time periods during which a utility is prohibited from altering, refusing or discontinuing utility service. Specifically, section 366(b) allows a utility to alter, refuse or discontinue service "if neither the trustee nor the debtor, within 20 days after the date of the order for relief, furnishes adequate assurance of payment," while section 366(c)(2) of the Bankruptcy Code allows a utility in "a case filed under chapter 11" to alter, refuse or discontinue service to a chapter 11 debtor "if during the 30-day period beginning on the date of the filing of the petition, the utility does not receive from the debtor or the trustee adequate assurance of payment for utility service...." (emphasis added).

Under the statutory construction canon *lex specialis derogat legi generali* ("specific language controls over general"), the language of section 366(c)(2) controls here because the Debtors are chapter 11 debtors. See 3 *Collier on Bankruptcy* ¶ 366.03[2] (Alan N. Resnick & Henry J. Sommer eds., 15th ed. rev. 2008) ("It is unclear how the 30-day period [in section 366(c)(2) of the Bankruptcy Code] meshes with the normal 20-day period in section 366(b). The better view is that, because section 366(c) is more specifically applicable to chapter 11 cases, the 30-day period, rather than the 20-day period in section 366(b), should apply" in chapter 11.); *In re Astle*, 338 B.R. 855, 859 (Bankr. D. Idaho 2006) (deciding that the provisions of Bankruptcy Code section 366(c) only apply in chapter 11 cases).

Adequate Assurance Deposit equals approximately 50% of the Debtors' estimated cost of their monthly utility consumption.

11. The Debtors believe they are current on all of their utility payments. The Debtors submit that the Adequate Assurance Deposit, in conjunction with the Debtors' ability to pay for future Utility Services in the ordinary course of business, is sufficient to satisfy the requirements of section 366 of the Bankruptcy Code (the "**Proposed Adequate Assurance**"). Nonetheless, if any Utility Provider believes additional adequate assurance is required, it may request such assurance pursuant to the procedures described below.

#### **THE ADDITIONAL ADEQUATE ASSURANCE PROCEDURES**

12. To address the right of any Utility Provider under section 366(c)(2) of the Bankruptcy Code to seek additional adequate assurance satisfactory to it, the Debtors propose the following procedures (the "**Additional Adequate Assurance Procedures**"):

- a. Within two (2) business days of the date the Interim Order is entered, the Debtors will mail a copy of the Interim Order to the Utility Providers on the Utility Providers List.
- b. If a Utility Provider is not satisfied with the Proposed Adequate Assurance and desires additional assurances of payment, it must serve a request (an "**Additional Assurance Request**") upon (i) the Debtors: Cafe Holdings Corp., Attn: Eric Easton, 4324 Wade Hampton Blvd., Suite B, Taylors, South Carolina 29687; (ii) proposed counsel to the Debtors: Haynes and Boone LLP, Attn: Ian Peck and David Staab, 2323 Victory Ave Suite 700, Dallas Texas 75219; and (iii) McNair Law Firm, P.A., Attn: Michael H. Weaver, P.O. Box 11390, Columbia, South Carolina 29211 (together, the "**Notice Parties**").
- c. Any Additional Assurance Request must: (i) be made in writing; (ii) set forth the location(s) for which Utility Services are provided and the relevant account number(s); (iii) include a summary of the Debtors' payment history relevant to the affected account(s), including any security deposits, prepayments, or other security held by the requesting Utility Provider; (iv) set forth why the Utility Provider believes the Proposed Adequate Assurance is not sufficient adequate assurance of payment; and (v) specify the nature and amount of assurance of payment that would be satisfactory to the Utility Provider.

- d. Upon the Notice Parties' receipt of any Additional Assurance Request at the addresses set forth above, the Debtors shall promptly negotiate with such Utility Provider to resolve such Utility Provider's Additional Assurance Request.
- e. The Debtors may, in their discretion, resolve any Additional Assurance Request by mutual agreement with the Utility Provider and without further order of the Court or notice, and may, in connection with any such agreement, in their discretion, (i) provide the Utility Provider with additional adequate assurance of payment in a form satisfactory to the Utility Provider, including, but not limited to, cash deposits, prepayments, and/or other forms of security, without further order of the Court, if the Debtors believe such additional assurance is reasonable, and (ii) withdraw the corresponding funds deposited in the Adequate Assurance Deposit and allocated to the settling Utility Provider.
- f. If the Debtors determine that an Additional Assurance Request is not reasonable and are not able to reach an alternative resolution with the applicable Utility Provider within a reasonable period of time, the Debtors shall, upon reasonable notice, calendar the matter (an "**Adequate Assurance Dispute**") for the next regularly scheduled case hearing, unless another hearing date is agreed to by the parties or ordered by the Court, to determine the adequacy of assurance of payment pursuant to section 366(c)(3) of the Bankruptcy Code.
- g. Pending resolution of any Additional Assurance Dispute, any such Utility Provider shall be restrained from altering, discontinuing, or refusing service to, or discriminating against, the Debtors on account of unpaid charges for prepetition services, the Debtors' bankruptcy filings or any objections to the Proposed Adequate Assurance, or requiring the Debtors to furnish any additional deposit or other security for the continued provision of services.
- h. Upon closure of any of the Debtors' restaurant locations and the discontinuance of Utility Services associated therewith, or the termination of Utility Services independent thereof, the Debtors may, in their discretion and without further order of the Court, reduce the Adequate Assurance Deposit by an amount not exceeding, for each discontinued Utility Service, the lesser of (i) the estimated two-week utility expense for such Utility Services and (ii) the amount of the Adequate Assurance Deposit then attributable to the applicable Utility Provider.

#### **SUBSEQUENT MODIFICATIONS OF THE UTILITY PROVIDERS LIST**

13. Although the Debtors have made extensive and good faith efforts to identify all Utility Providers, certain companies that currently provide Utility Services to the Debtors may have been omitted inadvertently from the Utility Providers List (each, an "**Additional Utility Provider**," and collectively, the "**Additional Utility Providers**"). Thus, promptly upon the

discovery of an Additional Utility Provider, the Debtors will increase the Adequate Assurance Deposit by an amount equal to approximately two weeks of the Debtors' estimated aggregate utility expense for each Additional Utility Provider.

14. The Debtors further request that this Court make the Interim Order and Final Order (when and if entered) binding on all Additional Utility Providers, including the Additional Adequate Assurance Procedures. The Debtors request that the Court schedule a final hearing on this motion within 30 days after the Petition Date to ensure that, if a Utility Provider argues that it can unilaterally refuse service to the Debtors on the 31st day after the Petition Date, the Debtors will have the opportunity, to the extent necessary, to request that the Court make such modifications to the Adequate Assurance Deposit in time to avoid any potential termination of Utility Service.

#### **BASIS FOR RELIEF**

15. The policy underlying section 366 of the Bankruptcy Code is to protect debtors from utility service cutoffs upon the filing of a bankruptcy case, while at the same time providing utility companies with adequate "assurance of payment" for postpetition utility service. *See* H.R. Rep. No. 95-595, at 350 (1978), *reprinted in* 1978 U.S.C.C.A.N. 5963, 6306. Section 366(c)(1) of the Bankruptcy Code defines "assurance of payment" to mean several enumerated forms of security (*e.g.*, cash deposits, letters of credit, prepayment for utility service) while excluding from the definition certain other forms of security (*e.g.*, administrative expense priority for a utility's claim). In addition, section 366(c)(3)(B) of the Bankruptcy Code provides that a court may not consider certain facts (*e.g.*, a debtor's prepetition history of making timely payments to a utility) in making a determination of adequate assurance of payment.

16. While section 366(c) of the Bankruptcy Code clarifies what does and does not constitute "assurance of payment" and what can be considered in determining whether such

assurance is adequate, Congress, in enacting that section, did not divest the Court of its power to determine what amount, if any, is necessary to provide adequate assurance of payment to a Utility Provider. Indeed, section 366(c) of the Bankruptcy Code not only fails to establish a minimum amount of adequate “assurance of payment,” but explicitly empowers the court to determine the appropriate level of adequate assurance required in each case. *See* 11 U.S.C. § 366(c)(3)(A) (“On request of a party in interest and after notice and a hearing, the Court may order modification of the amount of an assurance of payment . . .”).

17. Thus, for instance, there is nothing within section 366 of the Bankruptcy Code that prevents a court from ruling that, on the facts of the case before it, the amount required to adequately assure future payment to a utility company is nominal, or even zero. Prior to the enactment of section 366(c) of the Bankruptcy Code, courts enjoyed precisely the same discretion to make such rulings pursuant to section 366(b) of the Bankruptcy Code, and frequently did. *See Virginia Elec. & Power Co. v. Caldor, Inc.*, 117 F.3d 646, 650 (2d Cir. 1997) (“Even assuming that ‘other security’ should be interpreted narrowly, we agree with the appellees that a bankruptcy court’s authority to ‘modify’ the level of the ‘deposit or other security,’ provided for under § 366(b), includes the power to require no ‘deposit or other security’ where none is necessary to provide a utility supplier with ‘adequate assurance of payment.’”).

18. Moreover, Congress has not changed the requirement that the assurance of payment only be “adequate.” Courts construing section 366(b) of the Bankruptcy Code have long recognized that adequate assurance of payment does not constitute an absolute guarantee of the debtors’ ability to pay. *See, e.g., In re Caldor, Inc.*, 199 B.R. 1, 3 (S.D.N.Y. 1996) (“Section 366(b) requires [a] [b]ankruptcy [c]ourt to determine whether the circumstances are sufficient to



provide a utility with ‘adequate assurance’ of payment. The statute does not require an ‘absolute guarantee of payment.’”) (citation omitted), *aff’d sub nom Virginia Elec. & Power Co. v. Caldor, Inc.*, 117 F.3d 646 (2d Cir. 1997), *In re Adelfia Bus. Solutions, Inc.*, 280 BR. 63, 80 (Bankr. S.D.N.Y. 2002) (same); *Steinebach v. Tucson Elec. Power Co. (In re Steinebach)*, 303 B.R. 634, 641 (Bankr. D. Ariz. 2004) (“Adequate assurance of payment is not, however, absolute assurance . . . all § 366(b) requires is that a utility be protected from an unreasonable risk of non-payment”); *In re Penn Jersey Corp.*, 72 B.R. 981, 982 (Bankr. E.D. Pa. 1987) (stating that section 366(b) of Bankruptcy Code “contemplates that a utility receive only such assurance of payment as is sufficient to protect its interests given the facts of the debtor’s financial circumstances”).<sup>5</sup> Additionally, Courts are not bound by state or local regulations that set adequate assurance of payment postpetition. *In re Begley*, 41 B.R. 402, 405–06 (Bankr. D. Pa. 1984), *aff’d*, 760 F.2d 46 (3d Cir. 1987). Therefore, despite its language allowing a utility to take adverse action against the debtor should the debtor fail to provide adequate assurance of future payment “satisfactory to the utility,” section 366 of the Bankruptcy Code does not require that the assurance provided be “satisfactory” once a debtor seeks to have the Court determine the appropriate amount of adequate assurances.

19. The Debtors submit that, given the foregoing, entry of the Interim Order and the Final Order is consistent with, and fully satisfies, the requirements of section 366 of the Bankruptcy Code. Far from offering the Utility Providers nominal (or even no) additional assurance of payment, the Debtors have (a) deposited significant cash amounts for the benefit of the Utility Providers and (b) established procedures pursuant to which the Utility Providers can

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<sup>5</sup> Courts have recognized that “[i]n deciding what constitutes ‘adequate assurance’ in a given case, a bankruptcy court must ‘focus upon the need of the utility for assurance, and to require that the debtor supply *no more than that*, since the debtor almost perforce has a conflicting need to conserve scarce financial resources.’” *Caldor*, 117 F.3d at 650 (emphasis in original) (quoting *Penn Jersey*, 72 B.R. at 985).

seek greater or different security. Such assurance of payment should significantly alleviate—if not eliminate—any concern of non-payment on the part of the Utility Providers, and is thus clearly “adequate.”

**THE REQUIREMENTS OF BANKRUPTCY RULE 6003 ARE SATISFIED**

20. Pursuant to Bankruptcy Rule 6003, the Court may grant relief regarding a motion to use property of the estate within 21 days after the Petition Date if the relief is necessary to avoid immediate and irreparable harm. Immediate and irreparable harm exists where the absence of relief would impair a debtor’s ability to reorganize or threaten the debtor’s future as a going concern. *See In re Ames Dep’t Stores, Inc.*, 115 B.R. 34, 36 n.2 (Bankr. S.D.N.Y. 1990) (discussing the elements of “immediate and irreparable harm” in relation to Bankruptcy Rule 4001).

21. As described above, authorizing the Debtors to pay the Adequate Assurance Deposit and to continue to honor obligations arising on account of Utility Services on a postpetition basis in the ordinary course of business is integral to the Debtors’ ability to transition their operations into these chapter 11 cases. Failure to receive such authorization and other relief during the first 21 days of these chapter 11 cases would severely disrupt the Debtors’ operations at this critical junction. Accordingly, the Debtors submit that they have satisfied the requirements of Bankruptcy Rule 6003 to support the relief requested on the terms described herein.

**WAIVER OF BANKRUPTCY RULES 6004(a)**

22. To successfully implement the foregoing, the Debtors seek a waiver of the notice requirements under Bankruptcy Rule 6004(a) to the extent application in this Motion.

**RESERVATION OF RIGHTS**

23. Authorization to pay any amounts under this motion shall not be deemed to constitute postpetition assumption or adoption of any contract, program, or policy pursuant to section 365 of the Bankruptcy Code. The Debtors reserve all their rights under the Bankruptcy Code with respect thereto. Moreover, authorization to pay all amounts under this motion shall not affect the Debtors' right to contest the amount or validity of any obligations due on account of Utility Services.

**NOTICE**

24. Notice of this motion has been provided to the following parties: (i) the Office of the United States Trustee for the District of South Carolina; (ii) the Office of the United States Attorney General for the District of South Carolina; (iii) the Internal Revenue Service; (iv) Atalaya Administrative LLC; (v) ACM Fatz VII LLC; (vi) Midtown Madison Management LLC; (vii) Shrayne Capital, LLC; (viii) Benefit Street Partners; (ix) Milestone Partners; (x) Old Mill Stream, LLC; (xi) Triangle Mezzanine Fund LLLP; (xii) Sysco; (xiii) the holders of the thirty (30) largest unsecured claims against the Debtors on a consolidated basis; (xiv) all parties who, as of the filing of this motion, have filed a notice of appearance and request for service of papers pursuant to Bankruptcy Rule 2002; and (xv) all applicable government agencies to the extent required by the Bankruptcy Rules and the Local Rules. The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

**NO PRIOR REQUEST**

25. No prior motion for the relief requested herein has been made to this or any other court.

**CONCLUSION**

WHEREFORE, for the reasons set forth herein, the Debtors respectfully request that the Court (a) enter interim and final orders, substantially in the forms attached hereto, granting the relief requested herein, and (b) grant such other and further relief as is just and proper.

**McNAIR LAW FIRM, P.A.**

November 15, 2018

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**EXHIBIT A**

**Utility Providers List**

<i>Utility Name</i>	<i>Service Provided</i>	<i>Account Number</i>	<i>Address</i>	<i>City</i>	<i>State</i>	<i>Zip</i>
Access Point, Inc	Phone/DSL	288523	1100 Crescent Green, Suite 109	Cary	NC	27518
Anderson County Sewer	Water/Sewer	1380	1500 Dalrymple Road	Anderson	SC	29621
Appalachian Power	Power	025-227-660-0-1	1 Riverside Plaza	Columbus	OH	43215
Appalachian Power	Power	013-742-893-0-2	1 Riverside Plaza	Columbus	OH	43215
AT&T	Phone/DSL	Regional 404 R10-3408 408	208 South Akard Street	Dallas	TX	75202
AT&T	Phone/DSL	843 747 3866	208 South Akard Street	Dallas	TX	75202
AT&T	Phone/DSL	864 487 7196	208 South Akard Street	Dallas	TX	75202
Athens Clarke County Finance	Water/Irrigation	120699-215988	246 W. Hancock Avenue	Athens	GA	30601
Athens Clarke County Finance	Water/Irrigation	120699-215989	246 W. Hancock Avenue	Athens	GA	30601
Atmos Energy	Power	3015819169	Three Lincoln Centre, 5430 LBJ Freeway, Ste 1800	Dallas	TX	75240
Atmos Energy	Power	3015818651	Three Lincoln Centre, 5430 LBJ Freeway, Ste 1800	Dallas	TX	75240
Atmos Energy	Power	3018594414	Three Lincoln Centre, 5430 LBJ Freeway, Ste 1800	Dallas	TX	75240
Atmos Energy	Power	3015818259	Three Lincoln Centre, 5430 LBJ Freeway, Ste 1800	Dallas	TX	75240
Atmos Energy	Power	3015818900	Three Lincoln Centre, 5430 LBJ Freeway,	Dallas	TX	75240

<i>Utility Name</i>	<i>Service Provided</i>	<i>Account Number</i>	<i>Address</i>	<i>City</i>	<i>State</i>	<i>Zip</i>
			Ste 1800			
Birch Communications	Phone	26237554	320 Interstate North Parkway, SE	Atlanta	GA	30339
Birch Communications	Phone	26238399	320 Interstate North Parkway, SE	Atlanta	GA	30339
Birch Communications	Phone	25691122	320 Interstate North Parkway, SE	Atlanta	GA	30339
Birch Communications	Phone	25690225	320 Interstate North Parkway, SE	Atlanta	GA	30339
Birch Communications	Phone	25509376	320 Interstate North Parkway, SE	Atlanta	GA	30339
Birch Communications	Phone	25510295	320 Interstate North Parkway, SE	Atlanta	GA	30339
Birch Communications	Phone	25883335	320 Interstate North Parkway, SE	Atlanta	GA	30339
Birch Communications	Phone	25882453	320 Interstate North Parkway, SE	Atlanta	GA	30339
Birch Communications	Phone	26061217	320 Interstate North Parkway, SE	Atlanta	GA	30339
Birch Communications	Phone	26060354	320 Interstate North Parkway, SE	Atlanta	GA	30339
Blue Ridge Electric Cooperative	Power	107041001	734 W Main Street	Pickens	SC	29671
Blue Ridge Mountain EMC	Power	004920006493	875 Main Street East	Young Harris	GA	30582
Board of Public Works	Power/Water	29925001	210 E Frederick St	Gaffney	SC	29340
BTES	Power	1007221-001	2470 Volunteer Parkway	Bristol	TN	37620
Carolina Sound Communications	Cable	167224	7630 Southrail Road, Building B	North Charleston	SC	29420
Century Link	Phone	310072083	100 Century Tel Drive	Monroe	LA	71203
Charleston Water System	Water	124617002	103 St. Philip Street	Charleston	SC	29403

<i>Utility Name</i>	<i>Service Provided</i>	<i>Account Number</i>	<i>Address</i>	<i>City</i>	<i>State</i>	<i>Zip</i>
Charleston Water System	Water	124616004	103 St. Philip Street	Charleston	SC	29403
Charter Communications	Cable/DSL	8351 40 680 0000504	12405 Powerscourt Dr.	St. Louis	MO	63131
Charter Communications	Cable/DSL	8353 30 001 0923795	12405 Powerscourt Dr.	St. Louis	MO	63131
Charter Communications	Cable/DSL	8351 10 002 3768597	12405 Powerscourt Dr.	St. Louis	MO	63131
Charter Communications	Cable/DSL	8353 30 019 0196352	12405 Powerscourt Dr.	St. Louis	MO	63131
Charter Communications	Cable/DSL	8351 20 011 0383530	12405 Powerscourt Dr.	St. Louis	MO	63131
Charter Communications	Cable/DSL	8351 10 680 0001714	12405 Powerscourt Dr.	St. Louis	MO	63131
Charter Communications	Cable/DSL	8783 10 010 2023755	12405 Powerscourt Dr.	St. Louis	MO	63131
Chesterfield County Rural	Water	441590-2	13598 Hwy 9	Chesterfield	SC	29709
City of Aiken	Water	82651-58542	135 Laurens St. SW	Aiken	SC	29801
City of Aiken	Water	82651-56468	135 Laurens St. SW	Aiken	SC	29801
City of Asheville	Water/ Irrigation	1187308	70 Court Plaza	Asheville	NC	28802
City of Asheville	Water/ Irrigation	1187298	70 Court Plaza	Asheville	NC	28802
City of Blairsville	Water	2213-00	62 Blue Ridge Street	Blairsville	GA	30512
City of Blairsville	Water	2214-00	62 Blue Ridge Street	Blairsville	GA	30512
City of Blairsville	Water	2212-00	62 Blue Ridge Street	Blairsville	GA	30512
City of Bristol, TN	Water	300163700	801 Anderson St.	Bristol	TN	37620
City of Bristol, TN	Water	300163600	801 Anderson St.	Bristol	TN	37620
City of Bristol, TN	Water	300163800	801 Anderson St.	Bristol	TN	37620
City of Camden	Power/ Water	051160601	1000 LYTTLETON ST	Camden	SC	29020

<i>Utility Name</i>	<i>Service Provided</i>	<i>Account Number</i>	<i>Address</i>	<i>City</i>	<i>State</i>	<i>Zip</i>
City of Camden	Waste	051163600	1000 LYTTLETON ST	Camden	SC	29020
City of Clinton	Water	13040310173 44	1219 Gary Street	Clinton	SC	29325
City of Clinton	Power/ Water/ Sewer	13040210173 45	1219 Gary Street	Clinton	SC	29325
City of Columbia	Water	01 60001805110 40812	1737 Main Street	Columbia	SC	29201
City of Columbia	Water	01 16829015103 51551	1737 Main Street	Columbia	SC	29201
City of Conway	Water/ Sewer/ Waste	202129540	229 Main Street	Conway	SC	29526
City of Conway	Water	202129550	229 Main Street	Conway	SC	29526
City of Elizabethton, TN	Waste	06200161600	136 S Sycamore Street	Elizabethton	TN	37643- 3300
City of Elizabethton, TN	Water/ Sewer	06200161500	136 S Sycamore Street	Elizabethton	TN	37643- 3300
City of Florence	Fire Suppression	56000318477 938	324 W Evans Street	Florence	SC	29501
City of Florence	Water/ Irrigation	49000127477 938	324 W Evans Street	Florence	SC	29501
City of Florence	Water/ Irrigation	41000127463 511	324 W Evans Street	Florence	SC	29501
City of Gastonia	Power/ Water	21156690	181 S South Street	Gastonia	NC	28052
City of Greensboro	Water	4203033300	300 West Washington Street	Greensboro	NC	27401
City of Greensboro	Water	4203031300	300 West Washington Street	Greensboro	NC	27401
City of Jasper	Water	00350060501	200 Burnt Mountain Rd	Jasper	GA	30143
City of Jasper	Water	00350060001	200 Burnt Mountain Rd	Jasper	GA	30143
City of Jasper	Water	00350060101	200 Burnt Mountain Rd	Jasper	GA	30143



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City of Kannapolis	CLOSED STORE	0012133600	401 Laureate Way	Kannapolis	NC	28081
City of Kingsport	Water	14018467616	225 West Center St	Kingsport	TN	37660-4237
City of Lenoir	Water/Sewer	796618	801 West Ave. NW	Lenoir	NC	28645
City of Lincolnton	Water/Sewer	11257	114 W Sycamore St.	Lincolnton	NC	28092
City of Lincolnton	Water/Sewer	11123	114 W Sycamore St.	Lincolnton	NC	28092
City of Marion	Water/Sewer	210607000098	94 SHOP DRIVE	Marion	NC	28752
City of Morganton	Power	1595300	305 E. Union St.	Morganton	NC	28655
City of Morganton	Water	1595400	305 E. Union St.	Morganton	NC	28655
City of Morganton	Water	1595500	305 E. Union St.	Morganton	NC	28655
City of Pooler	CLOSED STORE	240050100	100 US Highway 80 SW	Pooler	GA	31322-2530
City of Pooler	CLOSED STORE	240050000	100 US Highway 80 SW	Pooler	GA	31322-2530
City of Rock Hill	Power/Water	1563470	155 Johnston Street	Rock Hill	SC	29730
City of Rockingham	Water	10163	514 Rockingham Road	Rockingham	NC	28379
City of Rockingham	Water	10162	514 Rockingham Road	Rockingham	NC	28379
City of Shelby	Water/Gas	68605801	300 South Washington Street	Shelby	NC	28151
City of Toccoa	Gas	28378	92 North Alexander Street	Toccoa	GA	30577
City of Warner Robins	CLOSED STORE	031283300	202 N Davis Dr, PMB #717	Warner Robins	GA	31093
City of Warner Robins	CLOSED STORE	031283400	202 N Davis Dr, PMB #717	Warner Robins	GA	31093
City of Winder	Water/Gas/Sewer	21415000	25 East Midland Ave	Winder	GA	30680
City of Winder	Irrigation	21415100	25 East Midland Ave	Winder	GA	30680
Clinton-Newberry Natural Gas	Gas	190003300	668 Wilson Road	Newberry	SC	29108

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Columbia County Water and Sewer	Water/Sewer	05 044 0041	A, 2140 William Few Pkwy	Grovetown	GA	30813
Columbia County Water and Sewer	Water/Sewer	05 044 0042	A, 2140 William Few Pkwy	Grovetown	GA	30813
Combined Utility System	Power/Water	34318001	110 Peachtree Street	Easley	SC	29640
Comcast	Cable/DSL	8299600410095475	One Comcast Center	Philadelphia	PA	19103
Comcast	Cable/DSL	8396515090095607	One Comcast Center	Philadelphia	PA	19103
Commission of Public Works	Power/Gas/Water/Sewer	147095001	301 McCall St	Greer	SC	29650
Commission of Public Works	Power/Gas/Water/Sewer	39117502	301 McCall St	Greer	SC	29650
Department of Public Utilities	Power/Gas/Water/Sewer	126563	1016 Russell Street	Orangeburg	SC	29115
Department of Public Utilities	Power/Gas/Water/Sewer	144814	1016 Russell Street	Orangeburg	SC	29115
Direct TV	Cable	002109175	2230 E. Imperial Hwy	El Segundo	CA	90245
Direct TV	Cable	045115962	2230 E. Imperial Hwy	El Segundo	CA	90245
Direct TV	7Cable	025766543	2230 E. Imperial Hwy	El Segundo	CA	90245
Direct TV	Cable	007379897	2230 E. Imperial Hwy	El Segundo	CA	90245
Direct TV	Cable	062444427	2230 E. Imperial Hwy	El Segundo	CA	90245
Direct TV	Cable	056222606	2230 E. Imperial Hwy	El Segundo	CA	90245
Direct TV	Cable	036812277	2230 E. Imperial Hwy	El Segundo	CA	90245
Direct TV	Cable	039896195	2230 E. Imperial Hwy	El Segundo	CA	90245
Direct TV	Cable	053596485	2230 E. Imperial Hwy	El Segundo	CA	90245
Direct TV	Cable	077592381	2230 E. Imperial Hwy	El Segundo	CA	90245
Direct TV	Cable	045023597	2230 E. Imperial Hwy	El Segundo	CA	90245

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Direct TV	Cable	046006760	2230 E. Imperial Hwy	El Segundo	CA	90245
Direct TV	Cable	063554761	2230 E. Imperial Hwy	El Segundo	CA	90245
Direct TV	Cable	053095784	2230 E. Imperial Hwy	El Segundo	CA	90245
Direct TV	Cable	080940518	2230 E. Imperial Hwy	El Segundo	CA	90245
Direct TV	Cable	005796611	2230 E. Imperial Hwy	El Segundo	CA	90245
Direct TV	Cable	053580931	2230 E. Imperial Hwy	El Segundo	CA	90245
Direct TV	Cable	004939065	2230 E. Imperial Hwy	El Segundo	CA	90245
Direct TV	Cable	007379897	2230 E. Imperial Hwy	El Segundo	CA	90245
Direct TV	Cable	045115962	2230 E. Imperial Hwy	El Segundo	CA	90245
Direct TV	Cable	052002756	2230 E. Imperial Hwy	El Segundo	CA	90245
Direct TV	Cable	040768767	2230 E. Imperial Hwy	El Segundo	CA	90245
Direct TV	Cable	001208644	2230 E. Imperial Hwy	El Segundo	CA	90245
Dish Network	Cable	82557070505 24821	9601 S. Meridian Blvd.	Englewood	CO	80112
Duke Energy Progress	Power	432 376 2171	526 S. Church St.	Charlotte	NC	28202
Duke Energy Progress	Power	641 649 4018	526 S. Church St.	Charlotte	NC	28202
Duke Energy Progress	Power	051 628 5681	526 S. Church St.	Charlotte	NC	28202
Duke Energy Progress	Power	168 977 0095	526 S. Church St.	Charlotte	NC	28202
Duke Energy	Power	0003919104	526 S. Church St.	Charlotte	NC	28202
Duke Energy	Power	0002062673	526 S. Church St.	Charlotte	NC	28202
Duke Energy	Power	2002546870	526 S. Church St.	Charlotte	NC	28202
Duke Energy	Power	2131166186	526 S. Church St.	Charlotte	NC	28202
Duke Energy	Power	1595846884	526 S. Church St.	Charlotte	NC	28202
Duke Energy	Power	2034404171	526 S. Church St.	Charlotte	NC	28202
Duke Energy	Power	1388828810	526 S. Church St.	Charlotte	NC	28202

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Duke Energy	Power	0004585615	526 S. Church St.	Charlotte	NC	28202
Duke Energy	Power	1609965615	526 S. Church St.	Charlotte	NC	28202
Duke Energy	Power	1650891359	526 S. Church St.	Charlotte	NC	28202
Duke Energy	Power	0001451371	526 S. Church St.	Charlotte	NC	28202
Duke Energy	Power	0000742071	526 S. Church St.	Charlotte	NC	28202
Duke Energy	Power	1428181840	526 S. Church St.	Charlotte	NC	28202
Duke Energy	Power	1208646770	526 S. Church St.	Charlotte	NC	28202
Duke Energy	Power	0002518605	526 S. Church St.	Charlotte	NC	28202
Duke Energy	Power	0002062669	526 S. Church St.	Charlotte	NC	28202
Duke Energy	Power	1389137579	526 S. Church St.	Charlotte	NC	28202
Duke Energy	Power	0001777546	526 S. Church St.	Charlotte	NC	28202
Duke Energy	Power	1619037733	526 S. Church St.	Charlotte	NC	28202
Duke Energy	Power	1858300214	526 S. Church St.	Charlotte	NC	28202
Duke Energy	Power	0002715768	526 S. Church St.	Charlotte	NC	28202
Elizabethton Electric System	Power	21252711252 7	136 Sycamore St.	Elizabethton	TN	37643
Flint Energies	Power	32595367001	3 S. Macon Street	Reynolds	GA	31076
Fort Hill Natural Gas Authority	Gas	3147400	311 South Pendleton St.	Easley	SC	29640
Fort Hill Natural Gas Authority	Gas	266000	311 South Pendleton St.	Easley	SC	29640
Frontier	Phone/DSL	82836981760 617085	401 Merritt 7	Norwalk	CT	06851
Georgia Power	Power	0528344041	241 Ralph McGill Blvd. NE	Atlanta	GA	30308
Georgia Power	Power	3678483007	241 Ralph McGill Blvd. NE	Atlanta	GA	30308
Georgia Power	Power	2051492018	241 Ralph McGill Blvd. NE	Atlanta	GA	30308

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Georgia Power	Power	0148198001	241 Ralph McGill Blvd. NE	Atlanta	GA	30308
Georgia Power	Power	2207413001	241 Ralph McGill Blvd. NE	Atlanta	GA	30308
Greeneville Light & Power	Power	40326	110 North College Street	Greeneville	TN	37743
Hendersonville Water & Sewer	Water/ Sewer	18656	305 Williams St.	Hendersonville	NC	28792
Horry Electric	Power	1275303-001	2774 Cultra Road	Conway	SC	29526
Mid-Carolina Electric	Power	6700229016	254 Longs Pond Road	Lexington	SC	29072
Mid-Carolina Electric	Power	6700229011	254 Longs Pond Road	Lexington	SC	29072
Northland Cable Television	Cable	941-349039	101 Stewart Street # 700	Seattle	WA	98101
Piedmont Natural Gas	Gas	60016569410 02	4720 Piedmont Row Drive	Charlotte	NC	28210
ProFlame	Gas	77428	46 Young Harris St	Blairsville	GA	30514
Public Service Authority	Water/ Sewer	9166742	101 Dublin Park Rd	Dublin	VA	24084
Public Service Authority	Waste	9166966	101 Dublin Park Rd	Dublin	VA	24084
Public Service Company of NC	Gas	9-2100-6830- 1021	800 Gaston Road	Gastonia	NC	28056
Sandy Springs Water District	Water	1102959001	6910 Hwy 76	Pendleton	SC	29670
Sandy Springs Water District	Water	1102958001	6910 Hwy 76	Pendleton	SC	29670
SCANA Energy	Gas	3-3101-1650- 0819	100 SCANA Parkway	Cayce	SC	29033
Seneca Light & Water Plant	Power/ Water	540479601	250 E North 2nd St	Seneca	SC	29678
South Carolina Electric & Gas	Power/Gas	1-2100-5098- 5905	100 Scana Parkway	Cayce	SC	29033
Spartanburg Water System	Water	067217	200 Commerce Street	Spartanburg	SC	29304
Spartanburg Water System	Water	010252	200 Commerce Street	Spartanburg	SC	29304
Time Warner Cable	Cable/DSL	202- 006475801- 001	60 Columbus Circle	New York	NY	10023
Touchtone Communications	Phone	139299	16 South Jefferson Rd.	Whippany	NJ	07981

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Town of Cheraw Water Works	Water	7578	200 Market Street	Cheraw	SC	29520
Town of Cheraw Water Works	Water	7577	200 Market Street	Cheraw	SC	29520
Town of Dublin	Water	404586	500 Snidow Street	Pembroke	VA	24136
Town of Forest City	Power/Water	611064	128 N. Powell Street	Forest City	NC	28043
Town of Forest City	Power/Water	610951	128 N. Powell Street	Forest City	NC	28043
Town of Franklin	Water	21-002416-00	95 East Main Street	Franklin	NC	28734
Town of Lexington	Water	10700656000	111 Maiden Lane	Lexington	SC	29072
TruVista	Phone/DSL	BUS-171800	1637 Springdale Dr.	Camden	SC	29020
Verizon	Phone	642155918-0001	140 West Street	New York	NY	10007
Waste Revelation LLC	Waste	126-0000	161 Lincoln Way	Valparaiso	IN	46383
Windstream	Cable/DSL	072469527	4001 Rodney Parham Rd.	Little Rock	AR	72212
Windstream	Cable/DSL	073247763	4001 Rodney Parham Rd.	Little Rock	AR	72212
York County Natural Gas	Gas	76747-001	965 W Main St	Rock Hill	SC	29730