

assurance of payments within the meaning of section 366 of the title 11 of the United States Code (the “**Bankruptcy Code**”), (ii) approving the Additional Debtors’ proposed amount and form of adequate assurance and procedures governing Utility Providers’ requests for additional or different adequate assurance, (iii) prohibiting the Utility Providers from altering, refusing, or discontinuing services on account of prepetition amounts outstanding or on account of any perceived inadequacy of the Additional Debtors’ proposed adequate assurance, (iv) establishing procedures for the Utility Providers to seek to opt out of the Additional Debtors’ proposed adequate assurance procedures, (v) determining that the Additional Debtors are not required to provide any additional adequate assurance beyond what is proposed by this Motion, and (vi) setting a final hearing (the “**Final Hearing**”).² In support of this Motion, the Debtors rely upon and incorporate by reference the *Declaration of Marc Beilinson in Support of Chapter 11 Petitions* [Docket No. 5] (the “**First Day Declaration**”) and the *Declaration of Marc Beilinson in Support of Additional Chapter 11 Petitions and First Day Pleadings* (the “**Supplemental First Day Declaration**”),³ filed contemporaneously herewith and incorporated by reference herein. The Debtors respectfully request that this Court enter the Interim Order immediately, with the Final Order to be entered only after further notice and opportunity for a Final Hearing. In support of this Motion, the Debtors respectfully state as follows:

JURISDICTION AND VENUE

1. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated as of February 29, 2012. This is a core proceeding pursuant to

² The Debtors respectfully request that this Court enter the Interim Order immediately, with the Final Order to be entered only after further notice and opportunity for a Final Hearing.

³ Each capitalized term used but not defined herein shall have the meaning ascribed to it in the First Day Declaration or the Supplemental First Day Declaration.

28 U.S.C. § 157(b)(2). Pursuant to Rule 9013-1(f) of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “**Local Rules**”), the Debtors consent to the entry of a final judgment or order with respect to this Motion if it is determined that this Court would lack Article III jurisdiction to enter such final order or judgment absent the consent of the parties.

2. Venue of these chapter 11 cases and this Motion is proper in this District pursuant to 28 U.S.C. §§ 1408 and 1409.

3. The statutory predicates for the relief sought hereby are sections 105(a) and 366 of the Bankruptcy Code.

BACKGROUND

4. On December 13, 2015 (the “**Initial Petition Date**”), the Original Debtors with the exception of Tag Forest, LLC (“**Tag**”) commenced a voluntary case under chapter 11 of the Bankruptcy Code. On December 14, 2015, Tag commenced its voluntary case under chapter 11 of the Bankruptcy Code. On the date hereof, (the “**Petition Date**”), each of the Additional Debtors commenced a voluntary case under chapter 11 of the Bankruptcy Code. No official committees have been appointed in these chapter 11 cases and no request has been made for the appointment of a trustee or an examiner. The Original Debtors’ chapter 11 cases are being jointly administered, for procedural purposes only, pursuant to Bankruptcy Rule 1015(b). Contemporaneously herewith, the Additional Debtors filed a supplemental motion seeking joint administration of their chapter 11 cases with the Original Debtors for procedural purposes only, pursuant to Rule 1015(b) of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”).

5. Additional information regarding the Debtors' businesses, capital structure, and the circumstances leading to the filing of these chapter 11 cases is set forth in the First Day Declaration and the Supplemental First Day Declaration.

THE UTILITIES

6. In the ordinary course of business and in connection with the management of their properties and operation of their businesses, the Additional Debtors obtain electricity, gas, water, and/or other similar services (collectively, the "**Utility Services**") from a number of utility companies (collectively, the "**Utility Providers**"), including those listed on **Exhibit A** hereto (the "**Utility Service List**").⁴

7. The Additional Debtors estimate that, in 2015, they have paid approximately \$128,494.00, on average, in aggregate monthly payments to the Utility Providers for Utility Services rendered before the Petition Date. As of the Petition Date, to the best of the Additional Debtors' knowledge, there are no deposits already held by the Utility Providers.

8. The Additional Debtors represent that they have sufficient funds available to pay the amounts described herein in the ordinary course of business by virtue of cash reserves, expected cash flows from ongoing business operations, and anticipated access to cash collateral.

RELIEF REQUESTED

9. The Additional Debtors seek, pursuant to sections 105(a) and 366 of the Bankruptcy Code, entry of the Interim Order and the Final Order (i) determining that the Utility

⁴ The Additional Debtors have endeavored to identify all Utility Providers and include them on **Exhibit A** hereto. However, in the event that a Utility Provider was inadvertently omitted from **Exhibit A**, such admission should not be construed as an admission, waiver acknowledgement, or consent that section 366 of the Bankruptcy Code does not apply to such entity. If the Additional Debtors identify any entity that was inadvertently excluded from **Exhibit A**, they will promptly provide such entity with a copy of (i) this Motion and (ii) if entered, the Interim Order or the Final Order. Further, the Additional Debtors reserve the right to argue that some or all of the services provided by any given Utility Provider do not properly constitute "utility" services under section 366 of the Bankruptcy Code and that section 366 does not entitle such Utility Provider to adequate assurance with respect to such services.

Providers have been provided with adequate assurance of future payment within the meaning of section 366 of the Bankruptcy Code, (ii) approving the Additional Debtors' proposed offer of adequate assurance and procedures governing Utility Providers' requests for additional or different adequate assurance, (iii) prohibiting the Utility Providers from altering, refusing, or discontinuing services on account of prepetition amounts outstanding or on account of any perceived inadequacy of the Additional Debtors' proposed adequate assurance, (iv) establishing procedures for the Utility Providers to seek to opt out of the Additional Debtors' proposed adequate assurance procedures, (v) determining that the Additional Debtors are not required to provide any additional adequate assurance beyond what is proposed by this Motion, and (vi) setting the Final Hearing on the Additional Debtors' proposed adequate assurance procedures.

A. Proposed Adequate Assurance Procedures

10. During the course of these proceedings, the Additional Debtors intend to pay all postpetition obligations owed to the Utility Providers in the ordinary course of business as they become due. The Additional Debtors have budgeted funds that are more than sufficient to pay all postpetition obligations for Utility Services.

11. As adequate assurance of payment for postpetition services, the Additional Debtors propose to deposit an amount equal to one half month of Utility Services, calculated based on the average monthly amount set forth above, or \$64,247.00, into a newly-created and segregated interest-bearing account maintained by the Additional Debtors (the "**Utility Deposit Account**") to provide adequate assurance of payment for future services to the Utility Providers no later than twenty (20) days after the Petition Date. The Utility Deposit Account may be adjusted by the Additional Debtors to account for termination of Utility Providers by the

Additional Debtors or other arrangements with respect to adequate assurance of payment reached with a Utility Provider.

12. In conjunction with the Utility Deposit Account, the Additional Debtors submit that their ability to pay future obligations to the Utility Providers in the ordinary course of business (the “**Proposed Adequate Assurance**”) constitutes sufficient adequate assurance to the Utility Providers.

B. Procedures For Disputes Regarding Adequate Assurance

13. If a Utility Provider is not reasonably satisfied that the Proposed Adequate Assurance provides them with adequate assurance of payment for future services, the Additional Debtors propose the following procedures (collectively, the “**Adequate Assurance Procedures**”) for such Utility Provider to request additional adequate assurance of payment pursuant to section 366(c)(2) of the Bankruptcy Code:

- a. Absent compliance with the Adequate Assurance Procedures, the Utility Providers shall be enjoined from discontinuing, altering, or refusing service to the Additional Debtors, or changing payment terms, and shall be deemed to have adequate assurance of payment, pending negotiation of any Additional Assurance Request (defined below) or an order determining adequate assurance following a hearing on an Adequate Assurance Dispute (as defined below).
- b. If a Utility Provider asserts that the Proposed Adequate Assurance described above does not constitute satisfactory assurance of payment, such Utility Provider must serve a request for additional adequate assurance of payment (an “**Additional Assurance Request**”) on the following parties at the following addresses: (i) the Debtors, Newbury Common Associates, LLC, 1 Atlantic Street, Stamford, Connecticut 06901 (Attn: Marc Beilinson); (ii) proposed co-counsel to the Debtors, (A) Dechert LLP, 1095 Avenue of the Americas, New York, New York 10036 (Attn: Brian E. Greer and Janet M. Doherty), and (B) Young, Conaway, Stargatt & Taylor LLP, 1000 North King Street, Wilmington, Delaware 19801 (Attn: Elizabeth S. Justison); (iii) the Office of the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Wilmington, Delaware 19801 (Attn: David Gerardi); and (iv) counsel to any official committee appointed in these chapter 11 cases (collectively, the “**Notice Parties**”).

- c. Any Additional Assurance Request is required to be made in writing and specify (i) the amount and nature of assurance of payment that would be satisfactory to the Utility Provider; (ii) the type of utility service provided; (iii) the location(s) for which such utility service is provided and the relevant account number(s); and (iv) a summary of the Additional Debtors' payment history relevant to the affected account(s), including any security deposits.
- d. Upon the Notice Parties' receipt of any Additional Assurance Request at the addresses set forth above, the Additional Debtors shall promptly negotiate with such Utility Provider to resolve such Utility Provider's request for additional assurance of payment.
- e. The Additional Debtors are authorized, in their sole discretion, (i) to resolve any Additional Assurance Request by mutual agreement with the Utility Provider and without further order of the Court; and (ii) to provide a Utility Provider with additional adequate assurance of future payment, including, but not limited to, cash deposits, prepayments, and/or other forms of security, without further order of the Court, if the Additional Debtors believe that such additional assurance is reasonable.
- f. If the Additional Debtors are not able to reach a resolution with the Utility Provider, the Additional Debtors shall calendar the matter (the "**Adequate Assurance Dispute**") for the next regularly scheduled omnibus hearing to determine the adequacy of assurance of payment with respect to a particular Utility Provider.
- g. Pending resolution of any such Adequate Assurance Dispute, the applicable Utility Provider shall be restrained from discontinuing, altering, or refusing service to the Additional Debtors, or changing payment terms, on account of unpaid charges for prepetition services or on account of any objections to the Proposed Adequate Assurance.
- h. Any assurance of payment deposit provided by the Additional Debtors to a Utility Provider in accordance with the Adequate Assurance Procedures, to the extent not used by the Utility Provider to satisfy a postpetition default, will be returned to the Additional Debtors pursuant to a further order of the Court or, without further order of the Court, within thirty (30) days after the earlier of (i) the Additional Debtors' termination of services from such provider; (ii) the effective date of a confirmed plan of reorganization; or (iii) the conclusion of these chapter 11 cases, if not applied earlier.

C. Subsequent Modifications of Utility Provider List

14. Although the Additional Debtors have made an extensive and good-faith effort to identify all of the Utility Providers, certain Utility Providers that currently provide Utility Services to the Additional Debtors may not be listed on **Exhibit A**. To the extent that the Additional Debtors identify additional Utility Providers, the Additional Debtors will promptly file amendments to the Utility Service List, and shall serve copies of the Interim Order and any Final Order on such newly-identified Utility Providers. The Additional Debtors also will increase the Utility Deposit Account by an amount equal to the average of one half month of Utility Services provided by such newly-identified Utility Provider to the Additional Debtors based on the average monthly amount. Following the Additional Debtors' filing and service of such amendment to the Utility Service List (which shall include a copy of any Final Order approving this Motion), the above-described procedures shall govern if and until any Adequate Assurance Requests are made by a Utility Provider. The Additional Debtors request that the Interim Order and Final Order be binding on all Utility Providers, regardless of when such Utility Provider was added to the Utility Service List.

D. Prohibition on Altering, Refusing, or Discontinuing Service

15. Pending the entry of the Final Order with respect to this Motion and pending resolution of any Additional Assurance Request or Determination Motion, the Utility Providers shall be prohibited from (i) discriminating against the Additional Debtors, (ii) altering, refusing, or discontinuing service to the Additional Debtors, or (iii) requiring payment of a deposit or receipt or any other security for continued service other than the Utility Deposit Account, as a result of the Additional Debtors' bankruptcy filings or any outstanding prepetition invoices.

E. Final Hearing Date

16. The Debtors request a Final Hearing on this Motion to be held within twenty-five (25) days of the Petition Date to ensure that, if a Utility Provider argues it can unilaterally refuse service to the Additional Debtors on the thirty-first (31st) day after the Petition Date, the Debtors will have the opportunity, to the extent necessary, to request that this Court make such modifications to the Adequate Assurance Procedures in time to avoid any potential termination of Utility Service.

BASIS FOR RELIEF REQUESTED

A. Uninterrupted Utility Service Is Critical To the Debtors' Business Operation

17. The Additional Debtors' access to uninterrupted Utility Services is essential to their ongoing operations and the overall success of these chapter 11 cases. The Additional Debtors own and maintain commercial, hospitality, and residential properties.⁵ These properties are being either being leased to tenants or service guests at the Courtyard Marriott. These real properties are occupied every day, and these tenants and guests can only occupy the properties if Utility Services are provided. Should any Utility Provider refuse or discontinue service, even for a brief period, the operations of the Debtors could be severely disrupted, and such disruption would jeopardize the Debtors' ability to manage their reorganization efforts. Accordingly, it is essential that the Utility Services continue uninterrupted during these chapter 11 cases.

18. A disruption in Utility Services would greatly undermine the Debtors' chapter 11 reorganization. The disruption would negatively impact the Debtors' revenue because tenants would stop paying rent, and the Courtyard Marriott would no longer be

⁵ A more detailed description of these properties is included in the Supplemental First Day Declaration.

operating. Moreover, without access to Utility Services, the underlying properties might incur damages from the lack of electricity, heat, and running water. The Debtors' ability to preserve and maximize the value of their respective estates relies on Utility Services being provided to the real properties. It is therefore critical that the Utility Services must continue uninterrupted.

19. The relief requested in this Motion would ensure continued Utility Services to the Additional Debtors, while providing Utility Providers with adequate assurance and a prompt forum for the resolution of any dispute as to adequate assurance in a manner consistent with the spirit and intent of section 366 of the Bankruptcy Code.

20. The Additional Debtors anticipate that they will have sufficient availability of funds with which to pay all postpetition charges for Utility Services. Notwithstanding such anticipated availability of funds, the Additional Debtors propose to establish the Utility Deposit Account to provide the Utility Providers with adequate assurance of payment for future services.

21. The Additional Debtors recognize that certain Utility Providers may not be satisfied that the Proposed Adequate Assurance provides them with adequate assurance of payment. The Adequate Assurance Procedures provide a fair, reasonable, and orderly mechanism for the Utility Providers to seek additional adequate assurance, while maintaining the status quo for the benefit of all stakeholders. Notwithstanding the Additional Debtors' belief that the Proposed Adequate Assurance will provide the Utility Providers with adequate assurance of future payment in these chapter 11 cases, the Additional Debtors have proposed the Adequate Assurance Procedures as a reasonable procedure for the Utility Providers to request additional adequate assurance under any unique facts and circumstances that may exist. Separate negotiations with each of the Utility Providers with respect to adequate assurance would be time-

consuming and would unnecessarily divert resources from other critical tasks related to the operation of their businesses and the restructuring. This is especially true during the first days of the Additional Debtors' chapter 11 cases. If the Additional Debtors fail to reach early agreement with each Utility Provider, they would be required to file motions seeking expedited determinations as to adequate assurance or risk service termination.

B. Creation of the Utility Deposit Account Constitutes Adequate Assurance of Payment

22. Section 366 of the Bankruptcy Code provides that a utility may not alter, refuse, or discontinue service to, or discriminate against, a debtor in possession during the first thirty (30) days of a bankruptcy case solely on the basis of the commencement of the case or the failure of the debtor to pay a prepetition debt. After the first thirty (30) days have passed, however, a utility may discontinue service if the debtor in possession does not provide adequate assurance of payment, in the form of a deposit or otherwise, of postpetition obligations to such utility. In this regard, section 366 of the Bankruptcy Code provides, in pertinent part:

(a) Except as provided in subsections (b) and (c) of this section, a utility may not alter, refuse, or discontinue service to, or discriminate against, the trustee or the debtor solely on the basis of the commencement of a case under this title or that a debt owed by the debtor to such utility for service rendered before the order for relief was not paid when due.

(b) Such utility may alter, refuse, or discontinue service if neither the trustee nor the debtor, within 20 days after the date of the order for relief, furnishes adequate assurance of payment, in the form of a deposit or other security, for service after such date. On request of a party in interest and after notice and a hearing, the court may order reasonable modification of the amount of the deposit or other security necessary to provide adequate assurance of payment.

....

(c)(2) Subject to paragraphs (3) and (4), with respect to a case filed under chapter 11, a utility referred to in subsection (a) may alter, refuse, or discontinue utility service, if during the 30-day period beginning on the date of the filing of the petition, the utility

does not receive from the debtor or the trustee adequate assurance of payment for utility service that is satisfactory to the utility.

....

11 U.S.C. § 366.

23. Section 366 of the Bankruptcy Code was designed to protect a debtor in possession from a cutoff of utility services upon the filing of a bankruptcy case, while providing utility companies with adequate assurance that the debtor in possession would pay for postpetition services. See H.R. Rep. No. 95-595 95th Cong., 1st Session 339 (1977), reprinted in 1978 U.S.C.C.A.N. 5963, 6306.

24. “Adequate assurance” under section 366 of the Bankruptcy Code is not synonymous with “adequate protection.” In determining what constitutes “adequate assurance,” courts focus only on the utility’s need for assurance and do not require a debtor to supply assurance that is not strictly needed, because it is the debtor’s obligation to preserve its scarce financial resources. See Virginia Elec. & Power Co. v. Caldor, Inc., 117 F.3d 646, 651 (2d Cir. 1997); In re Steinebach, 303 B.R. 634, 641 (Bankr. D. Ariz. 2004); In re Magnesium Corp. of Am., 278 B.R. 698, 714 (Bankr. S.D.N.Y. 2002); In re Penn Jersey Corp., 72 B.R. 981, 982 (Bankr. E.D. Pa. 1987), abrogated on other grounds, In re Lease-A-Fleet, Inc., 131 B.R. 945, 949-50 (Bankr. E.D. Pa. 1991); see also In re Penn Cent. Transp. Co., 467 F.2d 100, 103-04 (3d Cir. 1972) (affirming lower court’s decision that the debtor was not required to provide utility deposits under the Bankruptcy Act where “the likelihood [was] great that the posting of large deposits with all concerned public utilities would jeopardize the continuing operation of the [debtor] merely to give future security to suppliers who already are reasonably protected”).

25. The requirement that a utility receive adequate assurance of payment does not require this Court to give the Utility Providers the equivalent of a guarantee that they will be

paid; rather, this Court is merely required to find that the Utility Providers are not subject to an unreasonable risk of nonpayment for postpetition services. See In re Caldor, Inc., 199 B.R. 1, 8 (S.D.N.Y. 1996), aff'd, 117 F.3d 646; In re Adelphia Bus. Sols., 280 B.R. 63, 80 (Bankr. S.D.N.Y. 2002); Hennen v. Dayton Power & Light Co., 17 B.R. 720, 725 (Bankr. S.D. Ohio 1982); In re George C. Frye Co., 7 B.R. 856, 858 (Bankr. D. Me. 1980).

26. Section 366(c) of the Bankruptcy Code, however, expressly provides that a utility company may alter, refuse, or discontinue utility service to a debtor if within thirty (30) days after the petition date the utility company does not receive adequate assurance in a form “satisfactory” to it, subject to the court’s ability to modify the amount of adequate assurance.⁶

27. In addition to its powers to grant the relief sought in this Motion under section 366, this Court also has the authority to grant the relief requested herein pursuant to section 105(a) of the Bankruptcy Code, which provides, in relevant part, that this Court “may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of [the Bankruptcy Code]” 11 U.S.C. § 105(a). The purpose of section 105(a) is “to assure the bankruptcy courts [sic] power to take whatever action is appropriate or necessary in aid of the exercise of their jurisdiction.” 2 COLLIER ON BANKRUPTCY, ¶ 105.01 (16th ed. 2010). For all of the reasons described herein, the proposed Adequate Assurance Procedures protect the Additional Debtors without materially prejudicing the Utility Providers. Therefore, the proposed Adequate Assurance Procedures implement section 366 in a manner fully consistent therewith

⁶ Prior to the enactment of the 2005 amendments to the Bankruptcy Code, it was well-established that section 366 of the Bankruptcy Code did not require that a debtor provide a deposit or other security to its utility providers as adequate assurance of payment. See Virginia Elec. & Power Co., 117 F.3d at 647 (prepetition payment history, postpetition liquidity, and administrative expense priority constituted adequate assurance of future performance); see also Demp v. Philadelphia Elec. Co., 22 B.R. 331, 332 (Bankr. E.D. Pa. 1982) (holding that section 366(b) of the Bankruptcy Code does not permit a utility to request adequate assurance of payment for continued service unless there has been a default by the debtor on a prepetition debt owed for services rendered).

and are an appropriate exercise of this Court's authority under section 105(a) of the Bankruptcy Code.

28. The Court has granted relief similar to that requested herein in other chapter 11 cases pursuant to its powers under sections 105(a) and 366 of the Bankruptcy Code. See, e.g., In re Colt Holding Co., Case No. 15-11296 (LSS), [Docket Nos. 76 & 201] (Bankr. D. Del. June 16, 2015 and July 10, 2015) (granting interim and final relief); In re Allied Nevada Gold Corp., Case No. 15-10503 (MFW), [Docket Nos. 63 & 189] (Bankr. D. Del. Mar. 11, 2015 and Apr. 15, 2015) (same); In re Cal Dive Int'l, Inc., Case No. 15-10458 (CSS), [Docket Nos. 65 & 161] (Bankr. D. Del. Mar. 6, 2015 and Mar. 27, 2015) (same); In re Radioshack Corp., Case No. 15-10197 (BLS), [Docket Nos. 161 & 805] (Bankr. D. Del. Feb. 9, 2015 and Mar. 4, 2015) (same); In re Endeavour Operating Corp., Case No. 14-12308 (KJC), [Docket Nos. 57 & 146] (Bankr. D. Del. Oct. 15, 2014 and Nov. 6, 2014) (same); In re Trump Entm't Resorts, Inc., Case No. 14-12103 (KG), [Docket Nos. 44 & 229] (Bankr. D. Del. Sept. 10, 2014 and Oct. 6, 2014) (same).⁷ The relief sought in this Motion thus represents a well-precedented and reasonable means of adequately assuring payment for the Utility Services while ensuring that the Additional Debtors' businesses are permitted to operate without the prospect of disruptions that would result from the interruption of those services.

C. Failure To Authorize Payment In the First 21 Days Would Cause Immediate and Irreparable Harm

29. Rule 6003(b) of the Bankruptcy Rules allows the use of property of the estate, or the payment of prepetition claims, within 21 days of the Petition Date if the relief would prevent "immediate and irreparable harm." See FED. R. BANKR. P. 6003(b). Accordingly,

⁷ Because of the voluminous nature of the orders cited herein, such orders have not been attached to this Motion. Copies of these orders are available upon request to the Debtors' proposed counsel.

for the reasons set forth above and in the First Day Declaration, the Debtors submit that the payment under this Motion is necessary to prevent immediate and irreparable harm to the Debtors and their estates.

WAIVER OF RULE 6004 STAY

30. As discussed above, the relief sought herein is necessary for the Additional Debtors to operate their businesses without interruption and to prevent irreparable harm to the Debtors and their estates. Accordingly, the Debtors submit that cause exists for a waiver of the 14-day stay imposed by Rule 6004(h) of the Bankruptcy Rules, to the extent applicable.

NOTICE

31. Notice of this Motion will be provided by overnight delivery and/or e-mail or facsimile to: (a) the Office of the United States Trustee for Region 3, serving the District of Delaware; (b) the prepetition mortgage loan servicers, trustees, lenders and their respective counsel; (c) the mezzanine lenders and their counsel to the extent known; (d) the United States Attorney's Office for the District of Delaware; (e) the United States Attorney General; (f) the Internal Revenue Service; (g) the parties included on the Debtors' list of largest unsecured creditors; (h) each Utility Provider identified on **Exhibit A** to this Motion; and (i) all parties who have filed a notice of appearance and request for service of papers pursuant to Bankruptcy Rule 2002. The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

CONCLUSION

WHEREFORE, the Debtors respectfully request that this Court enter the Interim Order, immediately, and the Final Order, following the Final Hearing, and grant to the Debtors such other and further relief and is just and proper.

Dated: February 3, 2016
Wilmington, Delaware

Respectfully submitted,

By: /s/ Robert S. Brady
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EXHIBIT A**Utility Service List**

| Debtor | Utility Provider | Utility Provided | Address |
|--|-------------------------|-------------------------|---|
| 220 Elm Street, I, LLC | Eversource | Electric | P.O Box 650032 Dallax, TX 75265-0032 |
| | Aquarion | Water | 835 Main Street Bridgeport, CT 06604 |
| | GDF Suez | Electric | P.O. Box 9001025 Louisville, KY 40290-1025 |
| Century Plaza Investor Associates, LLC | Eversource | Electric | P.O Box 650032 Dallax, TX 75265-0032 |
| | Yankee Gas | Gas | P.O. Box 150492 Hartford, CT 06115-0492 |
| | Santa Buckley Energy | Gas | P.O. Box 1141 Bridgeport, CT 06601 |
| | Aquarion | Water | 835 Main Street Bridgeport, CT 06604 |
| | SWPCA | Sewer | P.O. Box 1200 Hartford, CT 06143 |
| | GDF Suez | Electric | P.O. Box 9001025 Louisville, KY 40290-1025 |
| One Atlantic Investor Associates, LLC | Eversource | Electric | P.O Box 650032 Dallax, TX 75265-0032 |
| | Yankee Gas | Gas | P.O. Box 150492 Hartford, CT 06115-0492 |
| | Aquarion | Water | 835 Main Street Bridgeport, CT 06604 |
| | SWPCA | Sewer | P.O. Box 1200 Hartford, CT 06143 |
| | GDF Suez | Electric | P.O. Box 9001025 Louisville, KY 40290-1025 |
| 88 Hamilton Avenue Associates, LLC | Eversource | Electric | P.O Box 650032 Dallax, TX 75265-0032 |
| | Aquarion | Water | 835 Main Street Bridgeport, CT 06604 |
| | SWPCA | Sewer | P.O. Box 1200 Hartford, CT 06143 |
| Park Square West Associates, LLC | Eversource | Electric | P.O Box 650032 Dallax, TX 75265-0032 |
| | Aquarion | Water | 835 Main Street Bridgeport, CT 06604 |
| | Yankee Gas | Gas | P.O. Box 150492 Hartford, CT 06115-0492 |

| Debtor | Utility Provider | Utility Provided | Address |
|------------------------------------|-------------------------|-------------------------|---|
| | Santa Buckley Energy | Gas | P.O. Box 1141 Bridgeport, CT 06601 |
| | SWPCA | Sewer | P.O. Box 1200 Hartford, CT 06143 |
| | GDF Suez | Electric | P.O. Box 9001025 Louisville, KY 40290-1025 |
| 300 Main Street Associates, LLC | Eversource | Gas | P.O. Box 650032 Dallax, TX 75265-0032 |
| | Aquarion | Water | 835 Main Street Bridgeport, CT 06604 |
| | Yankee Gas | Gas | P.O. Box 150492 Hartford, CT 06115-0492 |
| | SWPCA | Sewer | P.O. Box 1200 Hartford, CT 06143 |
| | GDF Suez | Electric | P.O. Box 9001025 Louisville, KY 40290-1025 |
| Seaboard Hotel Associates, LLC | Eversource | Electric | P.O. Box 650032 Dallax, TX 75265-0032 |
| | GDF Suez | Electric | P.O. Box 9001025 Louisville, KY 40290-1025 |
| | Aquarion | Water | 835 Main Street Bridgeport, CT 06604 |
| | Yankee Gas | Gas | P.O. Box 150492 Hartford, CT 06115-0492 |
| | Santa Buckley Energy | Gas | P.O. Box 1141 Bridgeport, CT 06601 |
| | SWPCA | Sewer | P.O. Box 1200 Hartford, CT 06143 |
| Seaboard Hotel LTS Associates, LLC | Aquarion | Water | 835 Main Street Bridgeport, CT 06604 |
| | SWPCA | Sewer | P.O. Box 1200 Hartford, CT 06143 |

EXHIBIT B

Proposed Form of Interim Order

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

| | | |
|----------------------------------|---|-----------------------------|
| In re: |) | |
| |) | Chapter 11 |
| |) | |
| NEWBURY COMMON |) | Case No. 15 – 12507 (LSS) |
| ASSOCIATES, LLC, <u>et al.</u> , |) | |
| |) | Jointly Administered |
| Debtors. ¹ |) | |
| |) | Re: Docket No. _____ |

**INTERIM ORDER (I) DETERMINING THAT UTILITY PROVIDERS
HAVE BEEN PROVIDED WITH ADEQUATE ASSURANCE OF PAYMENT,
(II) PROHIBITING UTILITY PROVIDERS FROM ALTERING, REFUSING,
OR DISCONTINUING SERVICE ON ACCOUNT OF PREPETITION INVOICES,
(III) APPROVING DEPOSIT AS ADEQUATE ASSURANCE OF PAYMENT, AND
(IV) ESTABLISHING PROCEDURES FOR RESOLVING REQUESTS BY UTILITY
PROVIDERS FOR ADDITIONAL ADEQUATE ASSURANCE OF PAYMENT**

Upon consideration of the motion (the “**Motion**”)² of the above-captioned Debtors for entry of interim and final orders (i) determining that the Utility Providers have been provided with adequate assurance of payment within the meaning of section 366 of the Bankruptcy Code, (ii) prohibiting the Utility Providers from altering, refusing, or discontinuing services on account of prepetition amounts outstanding, (iii) approving the Adequate Assurance Procedures, (iv) establishing procedures for the Utility Providers to seek to opt out of the Adequate Assurance Procedures, (v) determining that the Additional Debtors are not required to

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s tax identification number, are: Newbury Common Associates, LLC (3783); Seaboard Realty, LLC (6291); 600 Summer Street Stamford Associates, LLC (6739); Seaboard Hotel Member Associates, LLC (8984); Seaboard Hotel LTS Member Associates, LLC (6005); Park Square West Member Associates, LLC (9223); Seaboard Residential, LLC (2990); One Atlantic Member Associates, LLC (4120); 88 Hamilton Avenue Member Associates, LLC (5539); 316 Courtland Avenue Associates, LLC (0290); 300 Main Management, Inc. (6365); 300 Main Street Member Associates, LLC (2334); PSWMA I, LLC (6291); PSWMA II, LLC (6291); Tag Forest, LLC (8974); Newbury Common Member Associates, LLC (3909); Century Plaza Investor Associates, LLC (1480); Seaboard Hotel Associates, LLC (2281); Seaboard Hotel LTS Associates, LLC (8811); Park Square West Associates, LLC (9781); Clocktower Close Associates, LLC (3154); One Atlantic Investor Associates, LLC (7075); 88 Hamilton Avenue Associates, LLC (5749); 220 Elm Street I, LLC (7540); and 300 Main Street Associates, LLC (8501). The Debtors’ corporate headquarters is located at, and the mailing address for each Debtor is, 1 Atlantic Street, Stamford, CT 06901.

² Each capitalized term used but not defined herein shall have the meaning ascribed to it in the Motion.

provide any additional adequate assurance, and (vi) setting a Final Hearing on the Additional Debtors' proposed Adequate Assurance Procedures; and it appearing that no other or further notice is required; and it appearing that this Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated as of February 29, 2012; and it appearing that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and it appearing that venue of this proceeding and this Motion is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that the relief requested is in the best interest of the Debtors, their estates, and creditors and after due deliberation, and sufficient cause appearing therefor; it is hereby

ORDERED that the Motion is GRANTED on an interim basis; and it is further

ORDERED that the Additional Debtors shall deposit an amount approximately equal to one half month of Utility Services, calculated based on the average monthly amount, into the Utility Deposit Account, within twenty (20) days of the Petition Date; and it is further

ORDERED that the Utility Deposit Account may be adjusted by the Additional Debtors to account for the termination of Utility Services by the Additional Debtors or other arrangements with respect to adequate assurance of payment reached with a Utility Provider in the future; and it is further

ORDERED that the Utility Providers, including any subsequently added Utility Providers, may not discontinue, alter, or refuse service on account of any unpaid prepetition charges or due to the commencement of these cases, or require additional adequate assurance of payment other than the Proposed Adequate Assurance pending entry of the Final Order; and it is further

ORDERED that the following Adequate Assurance Procedures are hereby approved:

- i. Absent compliance with the Adequate Assurance Procedures, the Utility Providers shall be enjoined from discontinuing, altering, or refusing service to the Additional Debtors, or changing payment terms, and shall be deemed to have adequate assurance of payment, pending negotiation of any Additional Assurance Request or an order determining adequate assurance following a hearing on an Adequate Assurance Dispute (as defined below).
- ii. If a Utility Provider asserts that the Proposed Adequate Assurance described above does not constitute satisfactory assurance of payment, such Utility Provider must serve a request for additional adequate assurance of payment (an “**Additional Assurance Request**”) on the following parties at the following addresses: (i) the Debtors, Newbury Common Associates, LLC, 1 Atlantic Street, Stamford, Connecticut 06901 (Attn: Marc Beilinson); (ii) proposed co-counsel to the Debtors, (A) Dechert LLP, 1095 Avenue of the Americas, New York, New York 10036 (Attn: Brian E. Greer and Janet M. Doherty), and (B) Young, Conaway, Stargatt & Taylor LLP, 1000 North King Street, Wilmington, Delaware 19801 (Attn: Elizabeth S. Justison); (iii) the Office of the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Wilmington, Delaware 19801 (Attn: David Gerardi); and (iv) counsel to any official committee appointed in these chapter 11 cases (collectively, the “**Notice Parties**”).
- iii. Any Additional Assurance Request is required to be made in writing and specify (a) the amount and nature of assurance of payment that would be satisfactory to the Utility Provider; (b) the type of utility service provided; (c) the location(s) for which such utility service is provided and the relevant account number(s); and (d) a summary of the Additional Debtors’ payment history relevant to the affected account(s), including any security deposits.
- iv. Upon the Notice Parties’ receipt of any Additional Assurance Request at the addresses set forth above, the Additional Debtors shall promptly negotiate with such Utility Provider to resolve such Utility Provider’s request for additional assurance of payment.
- v. The Additional Debtors are authorized, in their sole discretion, (a) to resolve any Additional Assurance Request by mutual agreement with the Utility Provider and without further order of this Court; and (b) to provide a Utility Provider with additional adequate assurance of future payment, including, but not limited to, cash deposits, prepayments, and/or other

forms of security, without further order of this Court, if the Additional Debtors believe that such additional assurance is reasonable.

- vi. If the Additional Debtors are not able to reach a resolution with the Utility Provider, the Additional Debtors shall calendar the matter (the “**Adequate Assurance Dispute**”) for the next regularly scheduled omnibus hearing to determine the adequacy of assurance of payment with respect to a particular Utility Provider.
- vii. Pending resolution of the Adequate Assurance Dispute, the applicable Utility Provider shall be restrained from discontinuing, altering, or refusing service to the Additional Debtors, or changing payment terms, on account of unpaid charges for prepetition services or on account of any objections to the Proposed Adequate Assurance.
- viii. Any assurance of payment deposit provided by the Additional Debtors to a Utility Provider in accordance with the Adequate Assurance Procedures, to the extent not used by the Utility Provider to satisfy a postpetition default, will be returned to the Additional Debtors pursuant to a further order of this Court or, without further order of this Court, within thirty (30) days after the earlier of (a) the Additional Debtors’ termination of services from such provider; (b) the effective date of a confirmed plan of reorganization; or (c) the conclusion of these chapter 11 cases, if not applied earlier.

and it is further

ORDERED that at any time, the Additional Debtors may terminate service from any of the Utility Providers, such termination being effective immediately upon Additional Debtors’ notice to the Utility Provider. At such time, the Additional Debtors shall no longer be required to make any more payments to such Utility Provider for any services provided after such termination; and it is further

ORDERED that a Utility Provider shall be deemed to have adequate assurance of payment unless and until (i) the Additional Debtors, in their sole discretion, agree to an Additional Assurance Request or agree to an alternative assurance of payment with the Utility Provider or (ii) this Court enters an order at the Final Hearing or any Determination Hearing requiring that additional adequate assurance of payment be provided; and it is further

ORDERED that the Additional Debtors are authorized to amend the Utilities Service List to add or delete any Utility Provider, and that this Final Order shall apply to any Utility Provider that is subsequently added to the Utilities Service List; *provided*, that any the Adequate Assurance Procedures shall govern if and until any Adequate Assurance Requests are made; and it is further

ORDERED that the Final Hearing to consider the Motion shall be held on _____, 2016, at __:_____:m. (ET) before this Court; and it is further

ORDERED that the Additional Debtors shall serve a copy of this Interim Order and a notice of the Final Hearing within three (3) business days of the date this Interim Order is entered, and shall similarly serve this Interim Order on each Utility Provider subsequently added to the Utility Service List; and it is further

ORDERED that any party-in-interest objecting to the relief sought at the Final Hearing shall serve and file written objections, which objections shall be served upon (i) the Debtors, Newbury Common Associates, LLC, 1 Atlantic Street, Stamford, Connecticut 06901 (Attn: Marc Beilinson); (ii) proposed co-counsel to the Debtors, Dechert LLP, 1095 Avenue of the Americas, New York, New York 10036 (Attn: Brian E. Greer and Janet M. Doherty), and Young, Conaway, Stargatt & Taylor LLP, 1000 North King Street, Wilmington, Delaware 19801 (Attn: Robert S. Brady and Sean T. Greecher); (iii) the Office of the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Wilmington, Delaware 19801 (Attn: David Gerardi); and (iv) counsel to any official committee appointed in these chapter 11 cases, and shall be filed with the Clerk of the United States Bankruptcy Court, District of Delaware, in each case so as to be received no later than _____, 2016 at 4:00 p.m. (ET); and it is further

ORDERED that nothing in this Interim Order shall constitute the assumption or adoption of any agreement pursuant to Section 365 of the Bankruptcy Code; and it is further

ORDERED that the requirements set forth in Rule 6003(b) of the Bankruptcy Rules are satisfied by the contents of the Motion or otherwise deemed waived; and it is further

ORDERED that Rule 6004(a) of the Bankruptcy Rules is waived for the purposes of the Motion, and notwithstanding any applicability of Rule 6004(h) of the Bankruptcy Rules, this Interim Order shall be immediately effective and enforceable upon its entry; and it is further

ORDERED that the Additional Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Motion; and it is further

ORDERED that this Court shall retain jurisdiction to hear and determine all matters arising from or relating to the interpretation, implementation, or enforcement of this Order; and it is further

ORDERED that this Interim Order shall remain in full force and effect until such time as this Court enters a Final Order.

Dated: _____, 2016
Wilmington, Delaware

The Honorable Laurie Selber Silverstein
United States Bankruptcy Judge

EXHIBIT C

Proposed Form of Final Order

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

| | | |
|----------------------------------|---|------------------------------|
| In re: |) | |
| |) | Chapter 11 |
| |) | |
| NEWBURY COMMON |) | Case No. 15 – 12507 (LSS) |
| ASSOCIATES, LLC, <u>et al.</u> , |) | |
| |) | Jointly Administered |
| Debtors. ¹ |) | |
| |) | Re: Docket Nos. _____ |

**FINAL ORDER (I) DETERMINING THAT UTILITY PROVIDERS
HAVE BEEN PROVIDED WITH ADEQUATE ASSURANCE OF PAYMENT,
(II) PROHIBITING UTILITY PROVIDERS FROM ALTERING, REFUSING,
OR DISCONTINUING SERVICE ON ACCOUNT OF PREPETITION INVOICES,
(III) APPROVING DEPOSIT AS ADEQUATE ASSURANCE OF PAYMENT, AND
(IV) ESTABLISHING PROCEDURES FOR RESOLVING REQUESTS BY UTILITY
PROVIDERS FOR ADDITIONAL ADEQUATE ASSURANCE OF PAYMENT**

Upon consideration of the motion (the “**Motion**”)² of the above-captioned Debtors for entry of interim and final orders (i) determining that the Utility Providers have been provided with adequate assurance of payment within the meaning of section 366 of the Bankruptcy Code, (ii) prohibiting the Utility Providers from altering, refusing, or discontinuing services on account of prepetition amounts outstanding, (iii) approving the Adequate Assurance Procedures, (iv) establishing procedures for the Utility Providers to seek to opt out of the Adequate Assurance Procedures, (v) determining that the Additional Debtors are not required to

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s tax identification number, are: Newbury Common Associates, LLC (3783); Seaboard Realty, LLC (6291); 600 Summer Street Stamford Associates, LLC (6739); Seaboard Hotel Member Associates, LLC (8984); Seaboard Hotel LTS Member Associates, LLC (6005); Park Square West Member Associates, LLC (9223); Seaboard Residential, LLC (2990); One Atlantic Member Associates, LLC (4120); 88 Hamilton Avenue Member Associates, LLC (5539); 316 Courtland Avenue Associates, LLC (0290); 300 Main Management, Inc. (6365); 300 Main Street Member Associates, LLC (2334); PSWMA I, LLC (6291); PSWMA II, LLC (6291); Tag Forest, LLC (8974); Newbury Common Member Associates, LLC (3909); Century Plaza Investor Associates, LLC (1480); Seaboard Hotel Associates, LLC (2281); Seaboard Hotel LTS Associates, LLC (8811); Park Square West Associates, LLC (9781); Clocktower Close Associates, LLC (3154); One Atlantic Investor Associates, LLC (7075); 88 Hamilton Avenue Associates, LLC (5749); 220 Elm Street I, LLC (7540); and 300 Main Street Associates, LLC (8501). The Debtors’ corporate headquarters is located at, and the mailing address for each Debtor is, 1 Atlantic Street, Stamford, CT 06901.

² Each capitalized term used but not defined herein shall have the meaning ascribed to it in the Motion.

provide any additional adequate assurance, and (vi) setting a Final Hearing on the Additional Debtors' proposed Adequate Assurance Procedures; and it appearing that no other or further notice is required; and it appearing that this Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated as of February 29, 2012; and it appearing that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and it appearing that venue of this proceeding and this Motion is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that the relief requested is in the best interest of the Debtors, their estates, and creditors and after due deliberation, and sufficient cause appearing therefor; it is hereby

ORDERED that the Motion is GRANTED on a final basis; and it is further

ORDERED that the Additional Debtors shall deposit an amount approximately equal to one half month of Utility Services, calculated based on the average monthly amount, into the Utility Deposit Account; and it is further

ORDERED that the Utility Deposit Account may be adjusted by the Additional Debtors to account for the termination of Utility Services by the Additional Debtors or other arrangements with respect to adequate assurance of payment reached with a Utility Provider in the future; and it is further

ORDERED that the following Adequate Assurance Procedures are hereby approved:

- i. Absent compliance with the Adequate Assurance Procedures, the Utility Providers shall be enjoined from discontinuing, altering, or refusing service to the Additional Debtors, or changing payment terms, and shall be deemed to have adequate assurance of payment, pending negotiation of any Additional Assurance Request (defined below) or an order determining adequate assurance following a Determination Hearing (defined below).

- ii. If a Utility Provider asserts that the Proposed Adequate Assurance described above does not constitute satisfactory assurance of payment, such Utility Provider must serve an Additional Assurance Request on the following parties at the following addresses: (a) the Debtors, Newbury Common Associates, LLC, 1 Atlantic Street, Stamford, Connecticut 06901 (Attn: Marc Beilinson); (b) proposed co-counsel to the Debtors, (i) Dechert LLP, 1095 Avenue of the Americas, New York, New York 10036 (Attn: Brian E. Greer and Janet M. Doherty), and (ii) Young, Conaway, Stargatt & Taylor LLP, 1000 North King Street, Wilmington, Delaware 19801 (Attn: Robert S. Brady and Sean T. Greecher); and (c) the Office of the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Wilmington, Delaware 19801 (Attn: David Gerardi); and (d) counsel to any official committee appointed in these chapter 11 cases (collectively, the “**Notice Parties**”).
- iii. Any Additional Assurance Request is required to be made in writing and specify (a) the amount and nature of assurance of payment that would be satisfactory to the Utility Provider; (b) the type of utility service provided; (c) the location(s) for which such utility service is provided and the relevant account number(s); and (d) a summary of the Additional Debtors’ payment history relevant to the affected account(s), including any security deposits.
- iv. Upon the Notice Parties’ receipt of any Additional Assurance Request at the addresses set forth above, the Additional Debtors shall promptly negotiate with such Utility Provider to resolve such Utility Provider’s request for additional assurance of payment.
- v. The Additional Debtors are authorized, in their sole discretion, (a) to resolve any Additional Assurance Request by mutual agreement with the Utility Provider and without further order of this Court; and (b) to provide a Utility Provider with additional adequate assurance of future payment, including, but not limited to, cash deposits, prepayments, and/or other forms of security, without further order of this Court, if the Additional Debtors believe that such additional assurance is reasonable.
- vi. If the Additional Debtors are not able to reach a resolution with the Utility Provider, the Additional Debtors shall calendar the matter (the “**Adequate Assurance Dispute**”) for the next regularly scheduled omnibus hearing to determine the adequacy of assurance of payment with respect to a particular Utility Provider.
- vii. Pending resolution of the Adequate Assurance Dispute, the applicable Utility Provider shall be restrained from discontinuing, altering, or refusing service to the Additional Debtors, or changing payment terms, on account of unpaid charges for prepetition services or on account of any objections to the Proposed Adequate Assurance.

- viii. Any assurance of payment deposit provided by the Additional Debtors to a Utility Provider in accordance with the Adequate Assurance Procedures, to the extent not used by the Utility Provider to satisfy a postpetition default, will be returned to the Additional Debtors pursuant to a further order of this Court or, without further order of this Court, within thirty (30) days after the earlier of (a) the Additional Debtors' termination of services from such provider; (b) the effective date of a confirmed plan of reorganization; or (c) the conclusion of these chapter 11 cases, if not applied earlier.

and it is further

ORDERED that a Utility Provider shall be deemed to have adequate assurance of payment unless and until (i) the Additional Debtors, in their sole discretion, agree to an Additional Assurance Request or agree to an alternative assurance of payment with the Utility Provider or (ii) this Court enters an order at any Determination Hearing requiring that additional adequate assurance of payment be provided; and it is further

ORDERED that the Additional Debtors' obligation to fund the Utility Deposit Account shall cease and terminate upon the earlier of (i) the effective date of a confirmed plan of reorganization or (ii) the conclusion of these chapter 11 cases, and the Additional Debtors may liquidate any funds held in the Utility Deposit Account; and it is further

ORDERED that the Additional Debtors are authorized to amend the Utilities Service List to add or delete any Utility Provider, and that this Final Order shall apply to any Utility Provider that is subsequently added to the Utilities Service List; *provided*, that the Adequate Assurance Procedures shall govern if and until any Adequate Assurance Requests are made; and it is further

ORDERED that the Additional Debtors shall serve this Final Order upon each Utility Provider listed on the Utilities Service List by first-class mail within five (5) business days after the entry of this Final Order; and it is further

ORDERED that nothing in this Final Order shall constitute the assumption or adoption of any agreement pursuant to section 365 of the Bankruptcy Code; and it is further

ORDERED that the requirements set forth in Rule 6003(b) of the Bankruptcy Rules are satisfied by the contents of the Motion or otherwise deemed waived; and it is further

ORDERED that this Final Order shall be immediately effective and enforceable upon its entry; and it is further

ORDERED that the Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Motion; and it is further

ORDERED that this Court shall retain jurisdiction to hear and determine all matters arising from or relating to the interpretation, implementation, or enforcement of this Order.

Dated: _____, 2016
Wilmington, Delaware

The Honorable Laurie Selber Silverstein
United States Bankruptcy Judge