

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
WEST PALM BEACH DIVISION
www.flsb.uscourts.gov

In re:

IPIC THEATERS, LLC,

Debtor.

Case No: 26-12313

Chapter 11, Subchapter V

**Emergency Hearing Requested on
or before February 26, 2026, or as
soon thereafter as possible**

**EMERGENCY MOTION OF DEBTOR FOR ENTRY OF INTERIM AND FINAL
ORDERS (I) APPROVING DEBTOR'S PROPOSED FORM OF ADEQUATE
ASSURANCE OF PAYMENT, (II) ESTABLISHING PROCEDURES FOR
RESOLVING OBJECTIONS AND REQUESTS FOR ADDITIONAL ASSURANCE
FROM UTILITY COMPANIES, (III) PROHIBITING UTILITY COMPANIES
FROM ALTERING, REFUSING, OR DISCONTINUING SERVICE, AND (IV)
GRANTING RELATED RELIEF**

Emergency Hearing Requested

Basis for Request for Expedited Hearing

In the operation of its business, the Debtor obtains utility services from approximately 65 providers, and these utility services are critical to the maintenance and security of the Debtor's operating locations and their existing and future business operations. When the utility companies are notified of the Debtor's bankruptcy case, there is a substantial likelihood that many may shut off services, the result of which will negatively affect the Debtor's operations and ultimately the creditors of the Debtor's estate. The Debtor is suffering significant financial constraints and being required to post significant additional and unwarranted security to ensure continued utility service will place a tremendous strain on the Debtor's resources and impair their efforts to reorganize. As such, there is a high likelihood of immediate and irreparable harm to the Debtor and its estate if the Debtor does not establish procedures for the payment of additional deposits to the utility companies as set forth herein.

The Debtor respectfully requests that the Court conduct a hearing on this Motion by February 26, 2026, consistent with Local Rule 9013-1(F). The Debtor reasonably believes that a hearing to consider the relief requested must be held on an emergency basis as soon as the Court's calendar will permit.

The Debtor also respectfully requests that the Court waive the provisions of Local Rule 9075-1(B), which requires an affirmative statement that a bona fide effort was

made in order to resolve the issues raised in this motion, as the relief requested herein is urgent in nature and does not lend itself to advance resolution.

COMES NOW IPIC Theaters, LLC (the “Debtor”) in the above-captioned chapter 11, subchapter V case (the “Subchapter V Case”), by and through its proposed undersigned counsel, and hereby files this motion (the “Motion”) for entry of an interim order (with a request for a hearing on final relief), substantially in the forms attached hereto as **Exhibit A** (the “Interim Order”) and **Exhibit B** (the “Final Order” and together, the “Proposed Orders”), (a) approving the Debtor’s proposed form of adequate assurance of post-petition payment to the utility companies, (b) establishing procedures for resolving any objections or requests for additional assurance from the utility companies relating to the Proposed Adequate Assurance (as defined below), and (c) prohibiting the utility companies from altering, refusing, or discontinuing service to, or discriminating against the Debtor solely on the basis of the commencement of this Subchapter V Case, a debt that is owed by the Debtor for services rendered prior to the Petition Date (as defined below), or on account of any perceived inadequacy of the Proposed Adequate Assurance. In support of this Motion, the Debtor relies upon and incorporates by reference the *Declaration of Joseph J. Luzinski in Support of First Day Relief* (the “First Day Declaration”),¹ and respectfully represents as follows:

JURISDICTION AND VENUE

1. This Court has jurisdiction over this Motion pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

¹ Capitalized terms used but not otherwise defined in this Motion shall have the meaning ascribed to them in the First Day Declaration.

2. The statutory bases for the relief requested in this Motion are sections 105(a) and 366 of chapter 11 of title 11 of the United States Code, 11 U.S.C. § 101, *et seq.* (the “Bankruptcy Code”), rules 6003 and 6004 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and rules 9013-1(F), 9013-1(L) and 9075-1 of the Local Rules of the Court for the United States Bankruptcy Court for the Southern District of Florida (the “Local Rules”).

BACKGROUND

3. On February 25, 2026 (the “Petition Date”), the Debtor filed a voluntary petition for relief under subchapter V of chapter 11 of the Bankruptcy Code. The Debtor is operating its business and managing its assets and operations as a debtor-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

4. A description of the Debtor’s business, the reasons for commencing the Subchapter V, the relief sought from the Court, and the facts and circumstances supporting this Motion are set forth in the First Day Declaration filed contemporaneously herewith.

5. In the ordinary course operation of its business, the Debtor obtains various utility services, such as electricity, natural gas, water, cellular service, recycling, sewer, trash collection, internet access, telecommunication, and/or other services (the “Utility Services”) from “utility companies” as that term is used in section 366 of the Bankruptcy Code (each a “Utility Company” and collectively, the “Utility Companies”). The Utility Companies that provide Utility Services to the Debtor as of the Petition Date are those listed on **Exhibit C** attached hereto (the “Utility Company List”).

6. Prior to the Petition Date, the Debtor spent an average of approximately \$304,297.18 each month on account of Utility Services. Uninterrupted Utility Services are essential to the Debtor’s business operations during the pendency of this Subchapter V Case.

Should any Utility Company alter, refuse, or discontinue service, even for a brief period, the Debtor's business operations will be severely disrupted, and such disruption would jeopardize the Debtor's efforts in this bankruptcy case. Accordingly, the Debtor seeks to establish an orderly process for providing adequate assurance to its Utility Companies without jeopardizing the Debtor's business or restructuring process.

RELIEF REQUESTED

7. By this Motion, the Debtor seeks the entry of an interim order (with a request for a hearing on final relief) substantially in the form attached hereto as **Exhibit A**, pursuant to sections 105(a) and 366 of the Bankruptcy Code, (a) approving the Debtor's proposed form of adequate assurance of post-petition payments to the Utility Companies of a deposit equal to the Debtor's estimated aggregate of two weeks of utility expenses for each Utility Company based on the Debtor's average monthly payments over the last six-month period prior to the Petition Date (the "Estimated Monthly Utility Expense"), less any deposit then held by such Utility Company (the "Adequate Assurance Deposit"); (b) approving procedures for resolving any objections by the Utility Companies relating to the Proposed Adequate Assurance (as defined below); and (c) prohibiting the Utility Companies from altering, refusing, or discontinuing service to, or discriminating against the Debtor solely on the basis of the commencement of this Subchapter V Case, a debt that is owed by the Debtor for services rendered prior to the Petition Date, or on account of any perceived inadequacy of the Debtor's Proposed Adequate Assurance pending entry of the Order; and (d) setting a final hearing on this Motion.

I. Adequate Assurance

8. Pursuant to section 366(c)(2) of the Bankruptcy Code, a utility may alter, refuse or discontinue a debtor's utility service if the utility does not receive from the debtor "adequate assurance of payment" within 30 days of the commencement of a debtor's chapter 11 case. See 11

U.S.C. § 366(c)(2). Section 366(c)(1)(A) of the Bankruptcy Code defines the phrase “assurance of payment” to mean, among other things, a cash deposit. *See* 11 U.S.C. § 366(c)(1)(A).

9. The Debtor fully intends to pay all undisputed post-petition obligations owed to the Utility Companies in a timely manner. The Debtor anticipates that the cash flow from operations and the cash on hand will be sufficient to pay all post-petition obligations to the Utility Companies. Thus, the Utility Companies’ risk of non-payment during the pendency of this Subchapter V Case has been minimized, if not eliminated.

10. The Debtor submits that the availability of a prepetition deposit or bond, (*i.e.*, the Adequate Assurance Deposit) for any requesting Utility Company, together with the Debtor’s ability to pay for future Utility Services during this Subchapter V Case in the ordinary course of business (collectively, the “Proposed Adequate Assurance”), constitute adequate assurance of payment to the Utility Companies for purposes of section 366 of the Bankruptcy Code.

11. No creditor of any of the Debtor shall have any interest in or lien on the Adequate Assurance Deposit.

12. Currently, approximately five (5) of the Utility Companies hold a security deposit or bond. The Debtor submits that such parties are already adequately protected and are requesting that it not be required to provide an Adequate Assurance Deposit to any Utility Companies that hold security deposits in excess of an Adequate Assurance Deposit.

13. The Debtor proposes that any Adequate Assurance Deposits be maintained until the earlier of (a) entry of an order of the Court authorizing or directing the return of the Adequate Assurance Deposits to the Debtor; (b) entry of an order authorizing the sale of the Debtor’s property where the Utility Company provides services; or (c) the effective date of any plan in the Debtor’s case.

II. Adequate Assurance Procedures

14. Considering the severe consequences to the Debtor of any interruption in services by the Utility Companies, but recognizing the right of the Utility Companies to evaluate the Proposed Adequate Assurance on a case-by-case basis, the Debtor proposes that the Court enter an Interim Order that approves and adopts the following procedures (the “Adequate Assurance Procedures”):

- a. The Debtor will serve a copy of the Interim Order approving this Motion on the entities identified on Exhibit C within two (2) business days after entry and in compliance with Local Rules 2002-1 and 9013-1(L).
- b. Any Utility Company desiring an Adequate Assurance Deposit must serve a request (“Adequate Assurance Request”) so that it is received by the Debtor at the following addresses within fifteen (15) days of entry of the Interim Order: Proposed counsel to the Debtor, Burr & Forman LLP, 200 S. Orange Avenue, Suite 800, Orlando, Florida 32801 (Attn: Christopher R. Thompson, crthompson@burr.com), 420 North 20th Street, Suite 3400, Birmingham, Alabama 35203 (Derek F. Meek, dmeek@burr.com; Marc P. Solomon, msolomon@burr.com).
- c. Any Adequate Assurance Request must: (a) be made in writing; (b) set forth the location for which utility services are provided; (c) include a summary of the Debtor’s payment history relevant to the affected account(s), including any security deposit; and (d) set forth why the Utility Company believes the Proposed Adequate Assurance is not sufficient adequate assurance of future payment.
- d. Upon the Debtor’s receipt of any Adequate Assurance Request at the addresses set forth above, the Debtor shall have the greater of (a) 14 days from the receipt of such Adequate Assurance Request; or (b) 30 days from the Petition Date (collectively, “Resolution Period”) to negotiate with such Utility Company to resolve such Utility Company’s request for additional assurance of payment.
- e. The Debtor may, in its discretion, resolve any Adequate Assurance Request by mutual agreement with the Utility Company and without further order of the Court, and may, in connection with any such agreement, in its discretion, provide a Utility Company 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 Debtor believe such additional assurance is reasonable.
- f. If the Debtor determines that the Adequate Assurance Request is not reasonable and are not able to reach an alternative resolution with the Utility Company during

the Resolution Period, the Debtor, during or immediately after the Resolution Period, may request a hearing before this Court to determine the adequacy of assurances of payment with respect to a particular Utility Company (“Determination Hearing”) pursuant to section 366(c)(3) of the Bankruptcy Code.

- g. Pending resolution of any such Determination Hearing, such Utility Company shall be restrained from discontinuing, altering or refusing service to the Debtor on account of unpaid charges for pre-petition service or on account of any objections to the Proposed Adequate Assurance.

III. Process for Opting Out of Adequate Assurance Procedures

15. The Debtor believes it is prudent to require Utility Companies to raise any objections to the Adequate Assurance Procedures so that such objections may be heard by the Court prior to the expiration of the 30-day period following the Petition Date contemplated in section 366 of the Bankruptcy Code. *See In re Beach House Property, LLC*, 2008 WL 961498, at * 2 (Bankr. S.D. Fla. 2008) (“Under this Court’s interpretation, a debtor may comply with § 366 by proposing a means and amount of adequate assurance in a motion filed at the start of a case and the Court may appropriately enter a scheduling order, which sets an objection deadline and hearing date which allows for any dispute to be resolved prior to the 30 day deadline in § 366(c)(2).”).

16. The Debtor proposes the following procedures:

- a. If a Utility Company objects to the Adequate Assurance Procedures outlined above, the Utility Company shall file an objection to such Adequate Assurance Procedures (“Procedure Objection”) so that it is actually received within 20 days of entry of the Interim Order by the Debtor at the following addresses: (a) proposed counsel to the Debtor, Burr & Forman LLP, 200 S. Orange Avenue, Suite 800, Orlando, Florida 32801 (Attn: Christopher R. Thompson, crthompson@burr.com), 420 North 20th Street, Suite 3400, Birmingham, Alabama 35203 (Derek F. Meek, dmeek@burr.com; Marc P. Solomon, msolomon@burr.com); and (b) the United States Trustee for the Southern District of Florida.
- b. Any Procedure Objection must (a) be made in writing; (b) set forth the location for which utility services are provided; (c) include a summary of the Debtor’s payment history relevant to the affected account(s), including any security deposits; (d) set forth why the Utility Company believes the Proposed Adequate Assurance is not sufficient adequate assurance of future payment; and (e) set forth why the Utility Company believes it should be exempted from the Adequate Assurance Procedures.

- c. The Debtor may, in its discretion, resolve any Procedure Objection by mutual agreement with the Utility Company and without further order of the Court, and may, in connection with any such agreement, in its discretion, provide a Utility Company 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 Debtor believes such additional assurance is reasonable.
- d. If the Debtor determines that the Procedure Objection is not reasonable and is not able to reach a prompt alternative resolution with the Utility Company, the Procedure Objection will be heard at the Final Hearing.
- e. All Utility Companies that do not timely file a Utilities Objection are deemed to consent to the Adequate Assurance Procedures and shall be bound by the Adequate Assurance Procedures. The sole recourse of all Utility Companies that do not timely file a Utilities Objection shall be to submit an Adequate Assurance Request pursuant to the Adequate Assurance Procedures and shall be enjoined from ceasing performance pending any Determination Hearing that may be conducted pursuant to the Adequate Assurance Procedures.

IV. Final Hearing Date

17. To resolve any Procedure Objections within thirty (30) days of the Petition Date, the Debtor requests that the Court schedule the Final Hearing approximately twenty-eight (28) days after the Petition Date, subject to the Court's availability.

V. Subsequent Modifications of Utility Company List and Procedures for Subsequently Identified Utility Companies

18. It is possible that, despite the Debtor's diligent efforts, certain Utility Companies have not yet been identified by the Debtor or included on the Utility Service List (each, an "Additional Utility Company" and, collectively, the "Additional Utility Companies"). Thus, promptly upon the discovery of an Additional Utility Company, the Debtor will provide a notice to such Additional Utility Company of the Adequate Assurance Procedures, including that there is an Adequate Assurance Deposit available upon their request. In addition, the Debtor requests that the Court provide that the Additional Utility Companies are subject to the terms of the Interim Order and any Final Order, including the Adequate Assurance Procedures.

19. The Debtor submits that the relief requested in this Motion strikes a fair balance between protecting the rights of the Utility Companies, the rights of the Debtor under the Bankruptcy Code and the need for the Debtor to continue to receive, for the benefit of its estate, the Utility Services upon which its business depends. The Debtor does not believe that the Utility Companies will be prejudiced by the Proposed Adequate Assurance, the requirement to provide the Debtor with uninterrupted access to Utility Services, or the procedures for resolving objections to the Proposed Adequate Assurance.

VI. Prohibition on Altering, Refusing, or Discontinuing Service

20. Pending the entry of interim and final orders with respect to this Motion and pending resolution of any Additional Assurance Request or objection, the Debtor requests that the Utility Companies, including the Additional Utility Companies, shall be prohibited from (i) discriminating against the Debtor, (ii) altering, refusing, or discontinuing service to the Debtor, or (iii) requiring payment of a deposit or receipt or any other security for continued service other than the Adequate Assurance Deposit, as a result of the Debtor's bankruptcy filings or any outstanding prepetition invoices.

BASIS FOR RELIEF

21. Section 366 of the Bankruptcy Code protects a debtor against the immediate termination or alteration of utility services after the Petition Date. *See* 11 U.S.C. § 366. Section 366(c) of the Bankruptcy Code requires the debtor to provide “adequate assurance” of payment for post-petition services in a form “satisfactory” to the Utility Company within thirty days of the petition date, or the Utility Company may alter, refuse, or discontinue service. 11 U.S.C. 366(c)(2). Section 366(c)(1) of the Bankruptcy Code enumerates what constitutes “assurance of payment.” 11 U.S.C. § 366(c)(1). Although assurance of payment must be “adequate,” it need not constitute

an absolute guarantee of the debtor's ability to pay. *See, e.g., In re Great Ad & Pac. Tea Co.*, No. 11-CV-1338, 2011 WI, 5546954, at *5 (Bankr. S.D.N.Y. Nov. 14, 2011) ("Courts will approve an amount that is adequate enough to insure against unreasonable risk of nonpayment, but are not required to give the equivalent of a guaranty of payment in full"); *Hennen v. Dayton Power & Light Co. (In re Hennen)*, 17 B.R. 720, 725 (Bankr. S.D. Ohio 1982) ("Adequate assurance does not require an absolute guarantee of payment and is largely a factual determination."). A utility does not have greater rights simply because a debtor filed a bankruptcy case. *See In re Begley*, 41 B.R. 402 (E.D. Pa. 1984), *aff'd sub nom. Begley, v. Philadelphia Elec. Co.*, 760 F.2d 46 (3d Cir. 1985).

22. When considering whether a given assurance of payment is "adequate," the Court should examine the totality of the circumstances to determine whether the Utility Company will be subject to an unreasonable risk of nonpayment. *See Mass. Elec. Co. v. Keydata Corp. (In re Keydata Corp.)*, 12 B.R. 156, 158 (B.A.P. 1st Cir. 1981) (citing *In re Cunha*, 1 B.R. 330 (Bankr. E.D. Va. 1979)); *In re Adelphia Bus. Solutions, Inc.*, 280 B.R. 63, 82-83 (Bankr. S.D.N.Y. 2002). Courts have recognized that, in determining the requisite level of adequate assurance, bankruptcy courts must focus upon the need of the utility for assurance, and . . . require that the debtor supply no more than that, since the debtor almost perforce has a conflicting need to conserve scarce financial resources." *Va. Elec. & Power Co.*, 117 F.3d at 650 (internal quotations omitted) (citing *In re Penn Jersey Corp.*, 72 B.R. 981, 985 (Bankr. E.D. Pa. 1987)); *see also In re Penn. Cent. Tramp. Co.*, 467 F.2d 100, 103-04 (3d Cir. 1972) (affirming bankruptcy court's ruling that no utility deposits were necessary where such deposits likely would "jeopardize the continuing operation of the [debtor] merely to give further security to suppliers who already are reasonably protected"); *In re Buffets Holdings, Inc.*, Case No. 0810141 (MFW), 2009 WL 453112, at *1 (D.

Del. Feb. 24, 2009) (recognizing the bankruptcy court's approval of an approximately 50% deposit). Accordingly, demands by a Utility Company for a guarantee of payment should be refused when the debtor's specific circumstances already afford adequate assurance of payment.

23. Here, the Utility Companies are adequately assured against the risk of nonpayment for future services. The Adequate Assurance Deposit and the Debtor's ongoing ability to meet obligations as they come due in the ordinary course provides assurance of the Debtor's payment of its future obligations. Moreover, termination of any Utility Services could result in the Debtor's inability to operate its business to the detriment of its stakeholders. *In re Monroe Well Serv., Inc.*, 83 B.R. 317, 321-22 (Bankr. E.D. Pa. 1988) (noting that without utility service, the debtors "would have to cease operations" and that section 366 of the Bankruptcy Code "was intended to limit the leverage held by utility companies, not increase it").

24. Courts are permitted to fashion reasonable procedures, such as the Debtor's proposed Adequate Assurance Procedures, to implement the protections afforded under section 366 of the Bankruptcy Code. *See, e.g., In re Circuit City Stores Inc.*, No. 08-35653, 2009 WL 484553, at *5 (Bankr. E.D. Va. Jan. 14, 2009) ("The plain language of § 366 of the Bankruptcy Code allows the court to adopt the Procedures set forth in the Utility Order.").

25. Adequate protection procedures have been approved by other courts in this District. *See, e.g., In re TLO, LLC*, No. 13-20853-PGH (Bankr. S.D. Fla. Aug. 16, 2013) (ECF No. 214) (Final Order (I) Determining Adequate Assurance of Payment for Future Utility Services; and (II) Resolving Related Objections); *In re Ruden McClosky, P.A.*, No. 11-40603-RBR (Bankr. S.D. Fla. Nov. 30, 2011) (ECF No. 190) (Order Granting Debtor's Emergency Motion for Entry of an Order Determining Adequate Assurance of Payment for Utility Services); *In re Decorator Industries*,

Inc., No. 11-37641-JKO (Bankr. S.D. Fla. Oct. 27, 2011) (ECF No. 103) (Final Order Determining Adequate Assurance of Payment for Future Utility Services).

26. Without the protections afforded by the Adequate Assurance Procedures, the Debtor could be forced to address *ad hoc* requests by Utility Companies in a disorganized manner in the initial, critical stages of its restructuring process, when its efforts should be focused on stabilizing its operations and maximizing value for all of its stakeholders. The orderly process contemplated by the Adequate Assurance Procedures is necessary for a smooth transition by the Debtor into chapter 11 and will aid in its restructuring efforts. Moreover, the Adequate Assurance Procedures will establish a fair process that will ensure all parties act in good faith.

27. Finally, the Court possesses the power, under section 105(a) of the Bankruptcy Code, to “issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title.” 11 U.S.C. § 105(a). The Adequate Assurance Procedures and the Proposed Adequate Assurance are necessary and appropriate to carry out the provisions of the Bankruptcy Code, particularly section 366. Accordingly, the Debtor submits that the Court should exercise its powers under sections 366 and 105(a) of the Bankruptcy Code and approve both the Adequate Assurance Procedures and the Proposed Adequate Assurance.

CERTIFICATION PURSUANT TO LOCAL RULE 9013-1(L)

28. Debtor’s counsel is in the process of contacting all Utility Companies regarding this Motion to comply with the requirements of section 366. Due to the exigency of the circumstances and the large volume of utility providers, the Debtor submits that the Motion is necessary to establish procedures for determining the adequate assurance of payment.

THE REQUIREMENTS OF BANKRUPTCY RULE 6003(B) ARE SATISFIED

29. Certain aspects of the relief requested herein are subject to Bankruptcy Rule 6003, which governs the availability of certain types of relief within 21 days after the Petition Date. Pursuant to Bankruptcy Rule 6003, a court may grant this relief on an expedited basis if it is necessary to avoid immediate and irreparable harm. The Debtor submits that the facts set forth herein and in the First Day Declaration demonstrate that the relief requested is necessary to avoid immediate and irreparable harm to the Debtor and, thus, Bankruptcy Rule 6003 has been satisfied.

REQUEST FOR WAIVER OF BANKRUPTCY RULE 6004(H)

30. For the successful implementation of the foregoing, the Debtor seeks a waiver of the fourteen-day stay of an order authorizing the use, sale, or lease of property under Bankruptcy Rule 6004(h). As set forth above, and in the First Day Declaration, the relief requested in this Motion is necessary to avoid immediate and irreparable harm to the Debtor. Specifically, the payment of the Utilities is essential to prevent potentially irreparable damage to the Debtor's Subchapter V Case and ability to preserve the value of the Debtor's estate. Accordingly, the Debtor submits that ample cause exists to justify the waiver of the fourteen-day stay imposed by Bankruptcy Rule 6004(h), to the extent it applies.

RESERVATION OF RIGHTS

31. Nothing contained herein is intended or shall be construed as (a) an admission as to the amount of, basis for, or validity of any claim against the Debtor under the Bankruptcy Code or other applicable non-bankruptcy law; (b) a waiver of the Debtor or any other party in interest's right to dispute any claim on any grounds; (c) a promise or requirement to pay any claim; (d) an implication or admission that any particular claim is of a type specified or defined in this Motion; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant

to section 365 of the Bankruptcy Code; (f) an admission to the validity, priority, enforceability, or perfection of any lien on, security interest in, or encumbrance on property of the Debtor's estate; or (g) a waiver of any claims or causes of action which may exist against any entity under the Bankruptcy Code or any other applicable law. Likewise, if the Court grants the relief sought herein, any payment made pursuant to the Interim or Final Order is not intended and should not be construed as an admission as to the validity of any particular claim or a waiver of the Debtor's rights to subsequently dispute such claim.

NOTICE

32. Notice of this Motion will be provided to: (a) the Office of the United States Trustee (via email); (b) the parties included on the Debtor's list of its 20 largest unsecured creditors (via overnight mail or first class mail if necessary); (c) the United States Attorney for the Southern District of Florida (via email); (d) the Subchapter V Trustee; (e) the Utility Companies (via overnight mail or first class mail if necessary); and (f) all parties that have requested notice pursuant to Bankruptcy Rule 2002 (via overnight mail or first class mail if necessary), and notice was provided via email as available. The Debtor respectfully submits that, in light of the nature of the relief requested, no further notice of this Motion is required.

WHEREFORE, the Debtor respectfully requests that the Court (i) enter the Interim Order, substantially in the form attached hereto as **Exhibit A**, granting the relief requested in this Motion, and (ii) grant such other and further relief as the Court may deem proper.

Dated: February 25, 2026

BURR & FORMAN LLP

/s/ Kylie A. Riordan

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Proposed Counsel for Debtor, IPIC Theaters, LLC

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on February 25, 2026, I electronically filed the foregoing document with the Clerk of Court using CM/ECF, which will provide Notice of Electronic Filing generated by CM/ECF to those parties registered to receive electronic notices of filing in this case. I further certify that the foregoing document will be served as follows: (a) the Office of the United States Trustee (via email); (b) the parties included on the Debtor's list of its 20 largest unsecured creditors (via overnight mail or first class mail if necessary); (c) the United States Attorney for the Southern District of Florida (via email); (d) the Subchapter V Trustee (via email); (e) all parties that have requested notice pursuant to Bankruptcy Rule 2002 (via overnight mail or first class mail if necessary); and (f) by email to all interested parties for whom an email address is reasonably ascertainable and, for all other parties, by telecopier or other means reasonably calculated to ensure prompt receipt.

/s/ Kylie A. Riordan

Kylie A. Riordan, Esq.

Exhibit A

Proposed Interim Order

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
WEST PALM BEACH DIVISION
www.flsb.uscourts.gov

In re:

Case No: 26-12313

Chapter 11, Subchapter V

IPIC THEATERS, LLC,

Debtor.

**INTERIM ORDER (I) APPROVING DEBTOR'S PROPOSED FORM
OF ADEQUATE ASSURANCE OF PAYMENT, (II) ESTABLISHING PROCEDURES
FOR RESOLVING OBJECTIONS AND REQUESTS FOR ADDITIONAL ASSURANCE
FROM UTILITY COMPANIES, (III) PROHIBITING UTILITY COMPANIES
FROM ALTERING, REFUSING, OR DISCONTINUING SERVICE, AND
(IV) GRANTING RELATED RELIEF**

*Upon the Emergency Motion of Debtor for Entry of Interim and Final Orders (I) Approving
Debtor's Proposed Form of Adequate Assurance of Payment, (II) Establishing Procedures For
Resolving Objections And Requests For Additional Assurance From Utility Companies, (III)
Prohibiting Utility Companies From Altering, Refusing, or Discontinuing Service, And (IV)*

Granting Related Relief (Doc. No. __) (the “Motion”),¹ filed by the above-captioned debtor (the “Debtor”) for entry of an order (the “Order”), all as described in the Motion; and upon consideration of the First Day Declaration and the record of this Subchapter V Case; and this Court having found that (i) this Court has jurisdiction over the Debtor, its estate, property of its estate and to consider the Motion and the relief requested therein under 28 U.S.C. §§ 157 and 1334, (ii) this Court may enter a final order consistent with Article III of the United States Constitution, (iii) this is a core proceeding under 28 U.S.C. § 157(b)(2)(A), (iv) venue of this Motion in this District is proper under 28 U.S.C. §§ 1408 and 1409, and (v) no further or other notice of the Motion is required under the circumstances; and this Court having reviewed the Motion and having heard the statements in support of the relief requested in the Motion at a hearing before this Court; and having determined that the legal and factual bases set forth in the Motion and the First Day Declaration establish just cause for the relief granted in this Order; and this Court having found and determined that the relief sought in the Motion is in the best interests of the Debtor’s estate, its creditors and other parties in interest; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED as set forth below.
2. The Court shall conduct a final hearing (the “Final Hearing”) on the Motion on _____, 2026 at ____ prevailing Eastern Time, at the United States Bankruptcy Court for the Southern District of Florida, 1515 North Flagler Drive, Suite 801, West Palm Beach, Florida 33401.

¹ Capitalized terms used but not otherwise defined in this Order shall have the meaning ascribed to them in the Motion.

3. The Utility Companies are prohibited from altering, refusing or discontinuing service, or discriminating against the Debtor, on account of any unpaid pre-petition charges, or requiring additional adequate assurance of payment other than as set forth in the Adequate Assurance Procedures, as follows.

4. Any Utility Company desiring an Adequate Assurance Deposit must serve a request (“Adequate Assurance Request”) so that it is received by the Debtor at the following addresses within 15 days of entry of the Interim Order: Proposed counsel to the Debtor, Burr & Forman LLP, 200 S. Orange Avenue, Suite 800, Orlando, Florida 32801 (Attn: Christopher R. Thompson, crthompson@burr.com), 420 North 20th Street, Suite 3400, Birmingham, Alabama 35203 (Derek F. Meek, dmeek@burr.com; Marc P. Solomon, msolomon@burr.com).

5. Any Adequate Assurance Request must (i) be made in writing; (ii) set forth the location for which utility services are provided; (iii) include a summary of the Debtor’s payment history relevant to the affected account(s), including any security deposit; and (iv) set forth why the Utility Company believes the Proposed Adequate Assurance is not sufficient adequate assurance of future payment

6. Upon the Debtor’s receipt of any Adequate Assurance Request at the addresses set forth above, the Debtor shall have the greater of (i) 14 days from the receipt of such Adequate Assurance Request; or (ii) 30 days from the Petition Date (collectively, “Resolution Period”) to negotiate with such Utility Company to resolve such Utility Company’s request for additional assurance of payment.

7. The Debtor may, in its discretion, resolve any Adequate Assurance Request by mutual agreement with the Utility Company and without further order of the Court, and may, in connection with any such agreement, in its discretion, provide a Utility Company 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 Debtor believes such additional assurance is reasonable.

8. If the Debtor determines that the Adequate Assurance Request is not reasonable and are not able to reach an alternative resolution with the Utility Company during the Resolution Period, the Debtor, during or immediately after the Resolution Period, may request a hearing before this Court to determine the adequacy of assurances of payment with respect to a particular Utility Company (“Determination Hearing”) pursuant to section 366(c)(3) of the Bankruptcy Code.

9. Pending resolution of any such Determination Hearing, such particular Utility Company shall be restrained from discontinuing, altering or refusing service to the Debtor on account of unpaid charges for pre-petition service or on account of any objections to the Proposed Adequate Assurance.

10. Any Utility Company who objects to the Adequate Assurance Procedures outlined above must file an objection to such procedures (“Procedure Objection”) so that it is actually received within 20 days of entry of the Interim Order by the Debtor at the following addresses: : (a) proposed counsel to the Debtor, Burr & Forman LLP, 200 S. Orange Avenue, Suite 800, Orlando, Florida 32801 (Attn: Christopher R. Thompson, crthompson@burr.com), 420 North 20th Street, Suite 3400, Birmingham, Alabama 35203 (Derek F. Meek, dmeek@burr.com; Marc P. Solomon, msolomon@burr.com); and (b) the United States Trustee for the Southern District of Florida.

11. Any Procedure Objection must (i) be made in writing; (ii) set forth the location for which utility services are provided; (iii) include a summary of the Debtor’s payment history

relevant to the affected account(s), including any security deposits; (iv) set forth why the Utility Company believes the Proposed Adequate Assurance is not sufficient adequate assurance of future payment; and (v) set forth why the Utility Company believes it should be exempted from the Adequate Assurance Procedures.

12. The Debtor may, in its discretion, resolve any Procedure Objection by mutual agreement with the Utility Company and without further order of the Court, and may, in connection with any such agreement, in its discretion, provide a Utility Company 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 Debtor believes such additional assurance is reasonable.

13. If the Debtor determines that the Procedure Objection is not reasonable and is not able to reach a prompt alternative resolution with the Utility Company, the Procedure Objection will be heard at the Final Hearing.

14. All Utility Companies who do not timely file a Procedure Objection are deemed to consent to the Adequate Assurance Procedures and shall be bound by the Adequate Assurance Procedures. The sole recourse of all Utility Companies that do not timely file a Procedure Objection shall be to submit an Adequate Assurance Request pursuant to the Adequate Assurance Procedures and shall be enjoined from ceasing performance pending any Determination Hearing that may be conducted pursuant to the Adequate Assurance Procedures.

15. The Debtor is authorized to take all actions necessary to implement the relief granted in this Order.

16. The Debtor shall serve a copy of this Order on each Utility Company listed on **Exhibit C** to the Motion within 2 business days of the date that this Order is entered and shall

similarly serve this Order on each Utility Company subsequently added by the Debtor to the Utilities List.

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

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Submitted by:
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Christopher R. Thompson, Esq., Burr & Forman LLP, is directed to serve copies of this order upon all non-registered users or registered users who have yet to appear electronically in this case and file a conforming certificate of service.

Exhibit B

Proposed Final Order

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
WEST PALM BEACH DIVISION
www.flsb.uscourts.gov

In re:

Case No: 26-12313

Chapter 11, Subchapter V

IPIC THEATERS, LLC,

Debtor.

**FINAL ORDER (I) APPROVING DEBTOR'S PROPOSED FORM
OF ADEQUATE ASSURANCE OF PAYMENT, (II) ESTABLISHING PROCEDURES
FOR RESOLVING OBJECTIONS AND REQUESTS FOR ADDITIONAL ASSURANCE
FROM UTILITY COMPANIES, (III) PROHIBITING UTILITY COMPANIES
FROM ALTERING, REFUSING, OR DISCONTINUING SERVICE, AND
(IV) GRANTING RELATED RELIEF**

*Upon the Emergency Motion of Debtor for Entry of Interim and Final Orders (I) Approving
Debtor's Proposed Form of Adequate Assurance of Payment, (II) Establishing Procedures For
Resolving Objections And Requests For Additional Assurance From Utility Companies, (III)
Prohibiting Utility Companies From Altering, Refusing, or Discontinuing Service, And (IV)*

Granting Related Relief (Doc. No. __) (the “Motion”),¹ filed by the above-captioned debtor (the “Debtor”) for entry of a final order (the “Order”), all as described in the Motion; and upon consideration of the First Day Declaration and the record of this Subchapter V Case; and this Court having found that (i) this Court has jurisdiction over the Debtor, its estate, property of its estate and to consider the Motion and the relief requested therein under 28 U.S.C. §§ 157 and 1334, (ii) this Court may enter a final order consistent with Article III of the United States Constitution, (iii) this is a core proceeding under 28 U.S.C. § 157(b)(2)(A), (iv) venue of this Motion in this District is proper under 28 U.S.C. §§ 1408 and 1409, and (v) no further or other notice of the Motion is required under the circumstances; and this Court having reviewed the Motion and having heard the statements in support of the relief requested in the Motion at a hearing before this Court; and having determined that the legal and factual bases set forth in the Motion and the First Day Declaration establish just cause for the relief granted in this Order; and this Court having found and determined that the relief sought in the Motion is in the best interests of the Debtor’s estate, its creditors and other parties in interest; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED as set forth herein on a final basis.
2. The Debtor is authorized to pay on a timely basis, in accordance with their prepetition practices, all undisputed invoices for Utility Services rendered by the Utility Companies to the Debtor on and after the Petition Date.

¹ Capitalized terms used but not otherwise defined in this Order shall have the meaning ascribed to them in the Motion.

3. The Debtor shall provide an Adequate Assurance Deposit for all Utility Companies identified on Exhibit C to the Motion in an amount equal to approximately two weeks of Utility Services (each, an “Adequate Assurance Deposit”) to the Utilities Companies.

4. The Adequate Assurance Deposits, in conjunction with the Debtor’s ability to pay for future Utility Services in the ordinary course of business (collectively, the “Proposed Adequate Assurance”), constitute sufficient adequate assurance of future payment to the Utility Companies to satisfy the requirements to section 366 of the Bankruptcy Code.

5. The Utility Companies are prohibited from altering, refusing or discontinuing service, or discriminating against the Debtor, on account of any unpaid pre-petition charges, or requiring additional adequate assurance of payment other than as set forth in the Adequate Assurance Procedures, as follows:

- a. Any Utility Company desiring an Adequate Assurance Deposit must serve a request (“Adequate Assurance Request”) so that it is received by the Debtor at the following addresses within 15 days of entry of the Interim Order: Proposed counsel to the Debtor, Burr & Forman LLP, 200 S. Orange Avenue, Suite 800, Orlando, Florida 32801 (Attn: Christopher R. Thompson, crthompson@burr.com), 420 North 20th Street, Suite 3400, Birmingham, Alabama 35203 (Derek F. Meek, dmeek@burr.com; Marc P. Solomon, msolomon@burr.com).
- b. Any Adequate Assurance Request must (i) be made in writing; (ii) set forth the location for which utility services are provided; (iii) include a summary of the Debtor’s payment history relevant to the affected account(s), including any security deposit; and (iv) set forth why the Utility Company believes the Proposed Adequate Assurance is not sufficient adequate assurance of future payment
- c. Upon the Debtor’s receipt of any Adequate Assurance Request at the addresses set forth above, the Debtor shall have the greater of (i) 14 days from the receipt of such Adequate Assurance Request; or (ii) 30 days from the Petition Date (collectively, “Resolution Period”) to negotiate with such Utility Company to resolve such Utility Company’s request for additional assurance of payment.
- d. The Debtor may, in its discretion, resolve any Adequate Assurance Request by mutual agreement with the Utility Company and without further order of the Court, and may, in connection with any such agreement, in its discretion, provide a Utility Company 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 Debtor believes such additional assurance is reasonable.

- e. If the Debtor determines that the Adequate Assurance Request is not reasonable and are not able to reach an alternative resolution with the Utility Company during the Resolution Period, the Debtor, during or immediately after the Resolution Period, may request a hearing before this Court to determine the adequacy of assurances of payment with respect to a particular Utility Company (“Determination Hearing”) pursuant to section 366(c)(3) of the Bankruptcy Code.
- f. Pending resolution of any such Determination Hearing, such particular Utility Company shall be restrained from discontinuing, altering or refusing service to the Debtor on account of unpaid charges for pre-petition service or on account of any objections to the Proposed Adequate Assurance.
- g. Any Utility Company that does not comply with the Adequate Assurance Procedures is deemed to find the Proposed Adequate Assurance satisfactory to it and is prohibited from discontinuing, altering, or refusing service to, or discriminating against, the Debtor on account of any unpaid prepetition charges, or requiring additional assurance of payment beyond the Proposed Adequate Assurance.

6. The Debtor may supplement the Utility Companies List without further order of the Court if any Utility Company has been inadvertently omitted from the Utility Companies List (the “Additional Utility Company”), and the Debtor will, as soon as reasonably practicable, file with the Court an amendment to Exhibit C to the Motion adding the name of any Additional Utility Company (the “Supplement”). The Debtor will then serve by email or by facsimile transmission (or, where the Debtor does not have the email address or fax number of a Utility Company, by First Class Mail) a copy of the Motion and this Final Order on any Additional Utility Company.

7. Any Additional Utility Company is subject to the terms of this Final Order, including the Adequate Assurance Procedures.

8. No money may be used by the Utility Company from the Adequate Assurance Deposit except (a) in compliance with the Adequate Assurance Procedures, (b) by mutual agreement of the Debtor and the applicable Utility Company, or (c) by further order of the Court.

If the Debtor fails to pay for any legitimate post-petition Utility Services when due, a Utility Company may access only that portion of the Adequate Assurance Deposit owing to it.

9. The Debtor may amend the Utility Companies List to delete a Utility Company, or may seek to terminate a Utility Company, only if it has provided two weeks advance notice to such Utility Company and has not received any objection from such Utility Company. If an objection is received, the Debtor shall request a hearing before this Court at the next omnibus hearing date, or such other date that the Debtor and the Utility Company may agree. The Debtor shall not deduct from the Adequate Assurance Deposit the amount set aside for any Utility Company that the Debtor seeks to terminate or delete unless and until the two week notice period has passed and the Debtor has not received any objection to termination or deletion from such Utility Company, or until any such objection has been resolved consensually or by order of the Court.

10. The Debtor shall administer the Adequate Assurance Deposits in accordance with the terms of this Final Order.

11. Notwithstanding anything to the contrary in any other order of this Court, no creditor shall have any interest in or lien on the Adequate Assurance Deposit.

12. Nothing in the Motion or this Final Order, including the Debtor's payment of any claims pursuant to this Final Order, shall be deemed or construed as an admission as to the validity or priority of any claim against the Debtor, or a waiver of the Debtor's right to dispute any claim, or an approval or assumption, or rejection of any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code.

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

14. Within three (3) business days of the date of this Final Order, the Debtor shall serve a copy of this Final Order and the Motion on each Utility Company identified on the Utility Companies List, and within three (3) business days of filing the Supplement, the Debtor shall serve a copy of this Final Order and the Motion on any Additional Utility Company.

15. All funds held by Utility Companies pursuant to the Adequate Assurance Deposit shall be returned to Debtor at the conclusion this Subchapter V Case.

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

17. The requirements of Bankruptcy Rules 6003(b) and 6004(a) are satisfied by the contents of the Motion or otherwise deemed waived.

18. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Final Order shall be immediately effective and enforceable upon its entry.

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

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Submitted by:
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Christopher R. Thompson, Esq., Burr & Forman LLP, is directed to serve copies of this order upon all non-registered users or registered users who have yet to appear electronically in this case and file a conforming certificate of service.

Exhibit C

Utility Service List

Utility Company	Type of Service	Address	Proposed Adequate Assurance Payment
City of Pasadena	Electric	PO Box 7120, Pasadena, CA 91109-7220	\$9,832.02
Los Angeles Dept Water & Power/electric	Electric	PO Box 30808, Los Angeles, CA 90030-0808	\$13,384.11
FPL	Electric	General Mail Facility, Miami, FL 33188-0001	\$144.46
FPL - Mizner	Electric	General Mail Facility, Miami, FL 33188-0001	\$7,366.12
FPL - Intracoastal	Electric	General Mail Facility, Miami, FL 33188-0001	\$6,044.18
FPL-60 SE 5th Ave Theater	Electric	General Mail Facility, Miami, FL 33188-0001	\$8,562.74
Pepco	Electric	PO Box 13608, Philadelphia, PA 19101	\$13,101.54
PSE&G	Electric	PO Box 14444, New Brunswick, NJ 08906-4444	\$9,128.69
PSE&G	Electric	PO Box 14444, New Brunswick, NJ 08906-4444	\$2,431.65
PSE&G	Electric	PO Box 14444, New Brunswick, NJ 08906-4444	\$1,270.40
Con Edison Fulton	Electric	JAF Station PO Box 1702, New York, NY 10116-1701	\$13,350.20
ENGIE- FAIRVIEW	Electric	PO Box 841680, Dallas, TX 75284-1680	\$5,295.22

ENGIE- HOUSTON	Electric	PO Box 841680, Dallas, TX 75284-1680	\$7,031.84
City of Austin/Water & Electric	Water/electric	PO Box 2267, Austin, TX 78783-2267	\$6,301.51
SoCalGas / The Gas Company/Pasadena	Gas	PO Box C, Monterey Park, CA 91756-5111	\$701.97
SoCalGas / The Gas Company/Westwood	Gas	PO Box C, Monterey Park, CA 91756-5111	\$2,059.80
Florida Public Utilities	Gas	PO Box 825925, Philadelphia, PA 19182-5295	\$1,242.61
TECO	Gas	PO Box 31318, Tampa, FL 33631-3318	\$508.77
Florida Public Utilities	Gas	PO Box 825925, Philadelphia, PA 19182-5295	\$1,952.69
Washington Gas	Gas	PO Box 37747, Philadelphia, PA 19101-5047	\$1,835.12
Texas Gas	Gas	PO BOX: 219913, Kansas City, MO 64121-9913	\$719.57
CoServ Fairview	Gas	PO BOX: 734803, Dallas, TX 75373-4803	\$677.47
Gas South - North Miami	Gas/Electric	P O Box 530552, Atlanta, GA 30353-0552	\$439.12
Gas South - Atlanta	Gas/Electric	P O Box 530552, Atlanta, GA 30353-0552	\$1,510.26
Puget Sound Energy/Electric	Gas/Electric	BOT-01H PO Box 91269, Bellevue, WA 98009-9269	\$6,930.20

AT&T - 5019 - All locations	Telephone/Internet	PO Box 5019, Carol Stream, IL 60197-5019	\$4,384.72
AT&T -5019 - Delray Beach	Telephone/Internet	PO Box 5019, Carol Stream, IL 60197-5019	\$447.97
AT&T - 5019 - Austin/P&R/Westwood/Redmond/FT Lee	Telephone/Internet	PO Box 5019, Carol Stream, IL 60197-5019	\$1,819.23
AT&T - 5019 - Atlanta	Telephone/Internet	PO Box 5019, Carol Stream, IL 60197-5019	\$455.74
AT&T - Houston	Telephone/Internet	PO Box 5019, Carol Stream, IL 60197-5019	\$96.78
AT&T Mobile - All locations	Telephone/Internet	PO Box 5019, Carol Stream, IL 60197-5019	\$1,106.11
AT&T - 3037 - Pasadena	Telephone/Internet	PO Box 5019, Carol Stream, IL 60197-5019	\$97.30
AT&T - 3382 -Corporate	Telephone/Internet	PO Box 5019, Carol Stream, IL 60197-5019	\$96.30
AT&T - 5369 - ATL/Serena	Telephone/Internet	PO Box 5019, Carol Stream, IL 60197-5019	\$95.00
AT&T - 5019 - NMB / Austin/Mizner	Telephone/Internet	PO Box 5019, Carol Stream, IL 60197-5019	\$2,879.35
AT&T - 7890 - Houston	Telephone/Internet	PO Box 5019, Carol Stream, IL 60197-5019	\$101.73

AT&T - 4052 - PASA	Telephone/Internet	PO Box 5019, Carol Stream, IL 60197-5019	\$102.48
AT&T - 3501	Telephone/Internet	PO Box 5019, Carol Stream, IL 60197-5019	\$101.65
AT&T - 4254	Telephone/Internet	PO Box 5019, Carol Stream, IL 60197-5019	\$100.42
AT&T - Westwood	Telephone/Internet	PO Box 5019, Carol Stream, IL 60197-5019	\$990.53
AT&T Corp	Telephone/Internet	PO Box 5019, Carol Stream, IL 60197-5019	\$115.58
Comcast/Delray	Telephone/Internet	P O Box 71211, Charlotte, NC 28272-1211	\$187.84
Comcast/Atlanta	Telephone/Internet	PO Box 71211, Charlotte, NC 28272-1211	\$113.66
Comcast / Corp	Telephone/Internet	PO Box 71211, Charlotte, NC 28272	\$186.38
Time Warner Cable - (Spectrum) Austin	Telephone/Internet	PO Box 60074, City of Industry, CA 91716-0074	\$163.36
Time Warner Cable -(Spectrum)- Westwood	Telephone/Internet	PO Box 60074, City of Industry, CA 91716-0074	\$179.83
Time Warner Cable (Spectrum) Fort Lee	Telephone/Internet	PO Box 7186, Pasadena, CA 91109-7186	\$42.50
Verizon - PIKE	Telephone/Internet	PO Box 16801, Newark, NJ 07101-6801	\$163.06
Verizon - Fort Lee	Telephone/Internet	PO Box 16801, Newark, NJ 07101-6801	\$105.40

Verizon - Fulton	Telephone/Internet	PO Box 15124, Albany, NY 12212-5124	\$243.27
Ziply Fiber /Frontier - Redmond	Telephone/Internet	P.O Box 740416, Cincinnati, OH 45274-0416	\$283.15
Ziply Fiber /Frontier - Redmond	Telephone/Internet	P.O Box 740416, Cincinnati, OH 45274-0416	\$165.73
Coastal Waste & Recycling	Trash	PO Box 25756, Miami, FL 33102-5756	\$2,787.83
The OKEEFE Group	Trash	TOG PO Box 1240, Attleboro, MA 2703	\$713.38
Keter - Fulton	Trash	PO Box 417468, Boston, MA 02241-7468	\$2,873.14
City Waste - Coastal Compaction	Trash	2202 Kelley, Houston, TX 77026	\$283.18
Republic Services (Formerly Central Tx Refuse)	Trash	PO Box 677839, Dallas, TX 75267	\$294.65
Republic Services (Formerly Central Tx Refuse)	Trash	PO Box 677839, Dallas, TX 75267	\$403.24
Keter - Houston	Trash	PO Box 417468, Boston, MA 02241-7468	\$1,534.57
Complete Solutions & Sourcing	Trash	1022 Lower South Street, Peekskill, NY 10566	\$1,309.21
Los Angeles Dept Water & Power/water	Water	PO Box 30808, Los Angeles, CA 90030-0808	\$1,447.39
City of Boca Raton - Theater	Water	Utilities Processing Center PO Box	\$1,532.61

		737878, Dallas, TX 75373-7878	
City of North Miami Bch	Water	17011 NE 19th Avenue, North Miami Beach, FL 33162	\$1,946.94
Town Of Fairview	Water	372 Town Place, Fairview, TX 75069-1826	\$112.76
Town Of Fairview	Water	372 Town Place, Fairview, TX 75069-1826	\$262.36