

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE MIDDLE DISTRICT OF NORTH CAROLINA  
\_\_\_\_\_ DIVISION**

IN RE: )  
 )  
XXXXX XXXX XXXXXXXX, ) CASE NO. XX-XXXXX  
 )  
Debtor. )  
 )

**INTERIM ORDER FINDING UTILITIES ADEQUATELY ASSURED OF  
PAYMENT AND ESTABLISHING FURTHER PROCEDURES  
PURSUANT TO 11 U.S.C. § 366**

This matter came before the Court on \_\_\_\_\_ to consider the above captioned debtor’s (“Debtor’s”) Motion for Interim and Final Orders Finding Utilities Adequately Assured of Payment and Establishing Further Procedures Pursuant to 11 U.S.C. § 366 (the “Motion”).  
Appearing at the hearing were \_\_\_\_\_.

The Court finds that: (i) it has jurisdiction over this matter pursuant to 28 U.S.C. § 1334; (ii) it has statutory authority under 28 U.S.C. § 157(b)(2) and constitutional authority to hear and determine and to issue final rulings in this constitutionally core proceeding; (iii) venue of this case and the Motion are proper in this District pursuant to 28 U.S.C. §§ 1408 and 1409; (iv) notice of the Motion was sufficient under the circumstances and for purposes of the relief granted herein; and (v) upon the record herein, and after due deliberation, good and sufficient cause exists for the relief granted herein. Accordingly, it is hereby,

**ORDERED** that the Motion is **GRANTED** to the extent provided herein on an **INTERIM BASIS**;

**IT IS FURTHER ORDERED THAT**, subject to any timely objection and a final ruling by the Court as provided below, the utility providers (“Utility Providers”) included in the chart attached hereto as **Exhibit A** (“Adequate Assurance Chart”) shall be adequately assured of payment under 11 U.S.C. § 366(c)(2) upon Debtor’s provision of the proposed adequate assurance of future payment (“Proposed Adequate Assurance”) set forth in the Adequate Assurance Chart within 10 days following entry of this Interim Order;

IT IS FURTHER ORDERED THAT, if a Utility Provider contends the Proposed Adequate Assurance for that Utility Provider is insufficient, Utility Provider must submit a written request, which may be by electronic mail (“Additional Assurance Request”), to counsel for Debtor within 20 days after entry of this Interim Order, which includes the following information: (i) Debtor’s account number with Utility Provider, (ii) the category of utility service provided to Debtor, (iii) the location(s) to which Utility Provider provides utility service to Debtor, (iv) the outstanding balance, if any, on Debtor’s account with Utility Provider, (v) a list of any deposits or security held by Utility Provider immediately prior to the Petition Date on account of Debtor, (vi) a list of any deposits or security currently held by Utility Provider on account of Debtor, (vii) a summary of Debtor’s usage history with Utility Provider for the six months prior to the Petition Date, (viii) an explanation of why Utility Provider believes the Proposed Adequate Assurance is not adequate assurance of future payment, and (ix) a description of an arrangement Utility Provider would accept as satisfactory adequate assurance of future payment;

IT IS FURTHER ORDERED THAT, subject to the terms of any other orders entered by this Court, including without limitation any orders governing the use of cash collateral, Debtor is authorized to provide any additional assurance of payment as provided under 11 U.S.C. § 366(c)(1)(A) to which Debtor and any Utility Provider may agree to in writing (including electronic mail) in lieu of the objection and final hearing procedure below, which additional assurance shall constitute adequate assurance of payment under 11 U.S.C. § 366(c)(2) on a final basis, provided that the total of the Proposed Adequate Assurance and the Additional Assurance is an amount no more than two times the historical average monthly amount payable by Debtor to that Utility Provider for the six-month period prior to the Petition Date. Should Debtor and any Utility Provider reach an agreement that Debtor shall provide additional assurance of payment, but the total of the Proposed Adequate Assurance and the Additional Assurance is an amount more than two times the historical average monthly amount payable by Debtor to that Utility Provider for the six-month period prior to the Petition Date, Debtor shall file a Request to Approve Additional Assurance to Utility Provider (“Request to Approve Additional Assurance”) within 30 days from the entry of this Interim Order and such Request to Approve Additional Assurance will be considered at the final hearing on the Motion;

IT IS FURTHER ORDERED THAT Utility Providers are prohibited from altering, refusing, discontinuing, or terminating services for lack of adequate assurance of postpetition payment;

IT IS FURTHER ORDERED THAT, upon the discovery of any additional utility providers (each an “Additional Utility Provider”, and collectively “Additional Utility Providers”) who are not listed in the Adequate Assurance Chart, Debtor shall: (i) file a supplemental Utility Provider Chart (“Supplement”) which includes the name, service, amount owed as of the Petition Date, average monthly bill for the six months prior to the Petition Date, and the Proposed Adequate Assurance for each Additional Utility Provider, (ii) contemporaneously serve a copy of the Motion, this Interim Order, and the Supplement to Additional Utility Provider, and (iii) provide the Proposed Adequate Assurance to Additional Utility Provider within 10 days of filing the Supplement;

IT IS FURTHER ORDERED THAT, subject to any timely objection and a final ruling by the Court as provided below, Additional Utility Providers listed in a Supplement shall be adequately assured of payment under 11 U.S.C. § 366(c)(2) upon Debtor's provision of the Proposed Adequate Assurance within 10 days of filing the Supplement. Additional Utility Providers shall have 20 days from service of this Interim Order and the Supplement to request additional assurance of payment from Debtor by submitting an Additional Assurance Request to counsel for Debtor. Debtor is authorized to provide any additional assurance of payment as provided under 11 U.S.C. § 366(c)(1)(A) to which Debtor and any Additional Utility Provider may agree to in writing (including electronic mail), which additional assurance shall constitute adequate assurance of payment under 11 U.S.C. § 366(c)(2) on a final basis, provided that the total of the Proposed Adequate Assurance and the Additional Assurance is an amount no more than two times the historical average monthly amount payable by Debtor to that Additional Utility Provider for the six-month period prior to the Petition Date. If Debtor and any Additional Utility Provider reach a written agreement that Debtor shall provide additional assurance of payment, but the total of the Proposed Adequate Assurance and the Additional Assurance is an amount more than two times the historical average monthly amount payable by Debtor to that Additional Utility Provider for the six-month period prior to the Petition Date or if Debtor and any Additional Utility Provider are unable to reach an agreement, the Court, upon request of either party, shall schedule a hearing to determine the appropriate amount, if any, of additional assurance of future payment to which that Additional Utility Provider is entitled. An Additional Utility Provider shall be deemed to be adequately assured of payment until entry of an order determining that Additional Utility Provider is entitled to additional assurance of future payment;

IT IS FURTHER ORDERED THAT Debtor is authorized and empowered to take all actions necessary to implement the relief granted in this Interim Order;

IT IS FURTHER ORDERED THAT the relief granted in this Interim Order shall not authorize Debtor to take any act or make any payment that is inconsistent with any other orders of the Court, including any orders regarding cash collateral;

IT IS FURTHER ORDERED THAT the deadline by which objections to the Motion must be filed is 30 days from the entry of this Interim Order. If an objection to the Motion is timely filed, or if a Request to Approve Additional Assurance is timely filed, a final hearing will be held on \_\_\_\_\_ at \_\_\_\_\_. In the absence of a timely filed objection to the Motion or a timely Request to Approve Additional Assurance, the amounts provided or authorized herein as adequate assurance of payment shall constitute adequate assurance of payment as contemplated by 11 U.S.C. § 366(c)(2), and the Court may enter a final order without further notice or a hearing; and

IT IS FURTHER ORDERED THAT the Court shall retain jurisdiction with respect to all matters arising from or related to the implementation of this Interim Order.

END OF DOCUMENT

**Exhibit A**

**Adequate Assurance Chart**

<b>Name of Utility Provider</b>	<b>Category of Utility</b>	<b>Proposed Adequate Assurance</b>