IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
WW INTERNATIONAL, INC., *et al.*,[1]	Case No. 25-[__] ( )
Debtors.	(Joint Administration Requested)

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

The debtors and debtors in possession in the above-captioned cases (collectively, the "Debtors") hereby file this motion (this "Motion") for the entry of interim and final orders, substantially in the forms attached hereto as **Exhibit A** (the "Proposed Interim Order") and **Exhibit B** (the "Proposed Final Order," and together with the Proposed Interim Order, the "Proposed Orders"), respectively: (i) prohibiting the Utility Companies (as defined below) from altering, refusing, or discontinuing Utility Services (as defined below) on account of the commencement of these Chapter 11 Cases (as defined below) and/or non-payment for any prepetition invoices; (ii) deeming the Debtors' Utility Companies adequately assured of future payment; (iii) establishing procedures for resolving objections by Utility Companies, determining any additional adequate assurance of future payment and authorizing the Debtors to provide

[1] The Debtors in these Chapter 11 Cases, along with the last four digits of their federal tax identification numbers, to the extent applicable, are WW International, Inc. (0273), WW North America Holdings, LLC (6141), WW Canada Holdco, Inc. (5680), WW.com, LLC (4196), W Holdco, Inc. (4087), WW Health Solutions, Inc. (3859), Weekend Health, Inc. (6812), and WW NewCo, Inc. (N/A). The Debtors' headquarters is located at 675 Avenue of the Americas, 6th Floor, New York, NY 10010.

additional adequate assurance of future payment to its utility service companies; and (iv) granting related relief. In support of this Motion, the Debtors rely upon and incorporate by reference the *Declaration of Felicia DellaFortuna in Support of Debtors' Chapter 11 Petitions and First Day Pleadings* (the "First Day Declaration"),[2] filed contemporaneously herewith. In further support of this Motion, the Debtors respectfully represent as follows:

JURISDICTION AND VENUE

1. The United States Bankruptcy Court for the District of Delaware (the "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 matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2), and the Debtors confirm their consent pursuant to Rule 9013-1(f) of the Local Rules of the United States Bankruptcy Court for the District of Delaware (the "Local Rules") to the entry of a final order by the Court in connection with this Motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution. Venue is proper in the Court pursuant to 28 U.S.C. §§ 1408 and 1409.

2. The statutory and legal predicates for the relief sought herein are sections 105(a), and 366 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the "Bankruptcy Code"), Rules 6003 and 6004 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") and Local Rule 9013-1(m).

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[2] Capitalized terms used but otherwise not defined herein shall have the meanings given to them in the First Day Declaration.

BACKGROUND

I. General

3. On the date hereof (the "Petition Date"), each of the Debtors filed voluntary petitions in the Court under chapter 11 of the Bankruptcy Code (the "Chapter 11 Cases"). The Debtors are authorized to operate their business and manage their properties as debtors and debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

4. No official committee has been appointed in these Chapter 11 Cases and no request has been made for the appointment of a trustee or an examiner.

5. Additional information regarding the Debtors' business, capital structure, and the circumstances leading to the filing of these Chapter 11 Cases is set forth in the First Day Declaration.

II. Utility Companies and Utility Services

6. In connection with the operation of the Debtors' business and management of their estates in the ordinary course of business, the Debtors regularly incur expenses to utilities, as such term is used in section 366(a) of the Bankruptcy Code, from various utility companies (each, a "Utility Company," and collectively, the "Utility Companies"). Such Utility Companies provide services vital to the operation and management of the Debtors' offices, including electricity, gas, recycling, waste management, telecommunications, water, sewer, and other similar services (collectively, the "Utility Services"). Attached hereto as **Exhibit C** is a list (the "Utility Service List") of Utility Companies providing services to the Debtors as of the Petition Date.[3]

[3] The Debtors have endeavored to identify all of the Utility Companies and list them on **Exhibit C** hereto. However, inadvertent omissions may have occurred, and the omission from **Exhibit C** hereto of any entity providing Utility Services to the Debtors shall not be construed as an admission, waiver, acknowledgement, or consent that section 366 of the Bankruptcy Code does not apply to such entity. In addition, the Debtors reserve the right to assert that any of the entities now or hereafter included on the Utility Service List are not "utilities" within the meaning of section 366(a) of the Bankruptcy Code.

7. To assist the Debtors in managing payments owed to certain of their Utility Companies, the Debtors contract with ENGIE Insight Services Inc., (the "Utilities Manager") to administer utility invoices and process related payments.[4] In the ordinary course of business, the Debtors pay the Utilities Manager amounts invoiced for certain Utility Services plus the respective Utilities Manager fee[5] of approximately $62,000 per month.[6] The Debtors are current with respect to amounts owed to the Utilities Manager. Through this Motion, the Debtors seek to continue utilizing the Utility Manager's services postpetition and to pay the Utility Manager any amounts that come due in the ordinary course of business.

8. In general, the Debtors have a long and established history of consistent payments to their Utility Companies. Historically, the Debtors have paid on average approximately $190,000 per month for Utility Services. To the best of the Debtors' knowledge, there are generally no material defaults or arrearages of any significance outstanding with respect to undisputed invoices for the Utility Services. As of the Petition Date, however, the Debtors may have: (i) prepetition accounts payable, but not yet due, to certain Utility Companies, (ii) outstanding checks issued to certain Utility Companies on account of prepetition charges for Utility Services that have not cleared the Debtors' bank accounts as of the Petition Date, and (iii) liabilities to certain Utility Companies for prepetition Utility Services for which the Debtors have not yet been billed.

[4] The Debtors pay certain Utility Companies directly, while other Utility Companies are paid through the Utilities Manager.

[5] The Utilities Manager's fee is approximately $2,000 per month.

[6] The Utilities Manager is paid approximately $15,000 a week for the Utility Services.

RELIEF REQUESTED

9. Section 366(a) of the Bankruptcy Code prevents utility companies from discounting, altering, or refusing service to a debtor during the first twenty (20) days of a bankruptcy case. However, a utility company has the option of terminating services thirty (30) days from the petition date pursuant to section 366(c)(2) of the Bankruptcy Code if the debtor has not furnished adequate assurance of payment.

10. By this Motion, the Debtors respectfully request the entry of the Proposed Interim Order and the Proposed Final Order, pursuant to sections 105(a) and 366 of the Bankruptcy Code: (i) determining that the Debtors have provided each of the Utility Companies with adequate assurance of payment within the meaning of section 366 of the Bankruptcy Code ("Adequate Assurance"), based on the Debtors' establishment of a newly created segregated account in the amount of $94,277 (the "Utility Deposit Account"), which equals 50% of the Debtors' estimated monthly cost of the Utility Services subsequent to the Petition Date; (ii) approving the Debtors' proposed procedures whereby the Utility Companies may request additional or different adequate assurance; (iii) prohibiting the Utility Companies from altering, refusing, or discontinuing services on account of prepetition amounts outstanding or on account of any perceived inadequacy of the Debtors' proposed adequate assurance, including, but not limited to, the making of demands for security deposits or accelerated payment terms; and (iv) determining that the Debtors are not required to provide any additional adequate assurance beyond what is provided by this Motion; and (v) granting related relief, including scheduling a final hearing (the "Final Hearing") for approval of the proposed Adequate Assurance and procedures related thereto.

UTILITY SERVICES AND PROPOSED ADEQUATE ASSURANCE

11. The Utility Services are essential to the ongoing business operations and preservation of the Debtors' estates and assets and, therefore, the success of these Chapter 11 Cases. Section 366 of the Bankruptcy Code provides that, in a chapter 11 case, during the initial thirty (30) days after the commencement of the case, utility companies may not alter, refuse, or discontinue service to, or discriminate against, a debtor solely on the basis of the commencement of its case or the existence of prepetition debts owed by the debtor.[7] In a chapter 11 case, following the thirty-day period under section 366(c) of the Bankruptcy Code, utility companies may discontinue service to the debtor if the debtor does not provide adequate assurance of future payment of its postpetition obligations in a form that is satisfactory to such companies, subject to the Court's ability to modify the amount of adequate assurance. 11 U.S.C. § 366(c)(2).

12. Should any Utility Company alter, refuse, or discontinue service, even for a brief period, the Debtors' ability to preserve and maximize the value of their estates would be severely and irreparably harmed and the Debtors' business operations would be severely disrupted. Such disruption would seriously jeopardize the Debtors' reorganization efforts. Therefore, it is critical that the Utility Services continue uninterrupted.

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

Under the statutory construction canon *lex specialis derogut legi generali* ("specific language controls over general"), the language of section 366(c)(2) controls here because the Debtors filed petitions under chapter 11 of the Bankruptcy Code. See 3 Alan N. Resnick & Henry J. Sommer, *Collier on Bankruptcy* ¶ 366.03 (16th ed.) ("It is unclear how the 30-day period [in section 366(c)(2) of the Bankruptcy Code] meshes with the normal 20-day period in section 366(b). The better view is that, because section 366(c) is more specifically applicable to chapter 11 cases, the 30-day period, rather than the 20-day period in section 366(b), should apply.").

I. The Proposed Adequate Assurance

13. The Debtors intend to pay undisputed postpetition charges for the Utility Services when due in the ordinary course of business. Nonetheless, to provide adequate assurance of payment for future services to the Utility Companies as required under section 366 of the Bankruptcy Code, the Debtors propose to deposit a sum of $94,277 (the "Utility Deposit") into the Utility Deposit Account within twenty (20) days of the Petition Date, to be maintained during the pendency of these Chapter 11 Cases in the manner provided for herein and in the Proposed Orders. The Utility Deposit represents 50% of the Debtors' estimated monthly cost of the Utility Services subsequent to the Petition Date (the "Adequate Assurance Deposit"). The amount allocated for, and payable to, each Utility Company shall be equal to the amount set forth on the Utility Service List as to each Utility Company or as otherwise agreed upon.

14. The portion of the Adequate Assurance Deposit attributable to each Utility Company shall be returned to the Debtors upon the earlier of: (i) reconciliation and payment by the Debtors of the relevant Utility Company's final invoice in accordance with applicable non-bankruptcy law following the Debtors' termination of the Utility Services from such Utility Company, (ii) the effective date of a chapter 11 plan for the Debtors, or (iii) such other time as these Chapter 11 Cases may be closed.

15. The Debtors' aggregate average monthly cost for Utility Services over a twelve (12) month period is approximately $190,000. Uninterrupted Utility Services are critical to the success of the Debtors' ongoing operations. Should any Utility Company refuse or discontinue a Utility Service even for a brief period of time, the Debtors' operations and administrative functions would be disrupted, and the Debtors' ability to continue business operations would be adversely affected. Without the continued services of the Utility Companies, the Debtors would not be able to perform critical functions of their businesses, including managing their day-to-day business

from their corporate offices. In this regard, it is in the best interests of the Debtors, their estates, and their creditors to ensure continuous and uninterrupted Utility Services during these Chapter 11 Cases. Accordingly, the Debtors are seeking the relief requested herein.

16. The Debtors submit that the Adequate Assurance Deposit, in conjunction with the Debtors' ability to pay for future Utility Services in the ordinary course of business (collectively, the "Proposed Adequate Assurance"), constitutes sufficient adequate assurance to the Utility Companies in satisfaction of section 366 of the Bankruptcy Code. If any Utility Company believes additional assurance is required, it may request such additional assurance pursuant to the below described procedures.

II. The Proposed Adequate Assurance Procedures

17. The Debtors submit that the Utility Deposit constitutes sufficient adequate assurance to the Utility Companies. However, the Debtors recognize that the Utility Companies have the right to evaluate the Proposed Adequate Assurance on a case-by-case basis. As a result, the Debtors propose to establish the procedures below, pursuant to which a Utility Company may request additional adequate assurance of payment (an "Additional Assurance Request"). If any Utility Company believes additional assurance is required, it may request such additional assurance pursuant to the following procedures (the "Adequate Assurance Procedures"):

a. Absent compliance with the Adequate Assurance Procedures, the Utility Companies may not alter, refuse, or discontinue service to, or otherwise discriminate against, the Debtors on account of the commencement of these Chapter 11 Cases or any unpaid prepetition charges or request payment of a deposit or receipt of other security in connection with any unpaid prepetition charges.

b. The Debtors will serve copies of the Interim Order and the Final Order as required by the Bankruptcy Rules and Local Rules on all Utility Companies identified on the Utility Service List. For the avoidance of doubt, the Motion will be served with the Interim Order. In the event that any Utility Company has been omitted from the Utility Service List, the Debtors shall supplement this list and shall promptly serve copies of the Motion, the

Interim Order, and the Final Order, as applicable, on such Utility Company upon learning of such omission.

c. Any Utility Company that believes it requires additional adequate assurance must serve an Additional Assurance Request via mail or email upon: (i) WW International, Inc., 675 Avenue of the Americas, 6th Floor, New York, New York 10010, Attn: Doris Alvarez (doris.alvarez@ww.com); (ii) proposed co-counsel for the Debtors, (a) Simpson Thacher & Bartlett LLP, 425 Lexington Avenue, New York, New York 10017, Attn: Elisha D. Graff, Esq. (egraff@stblaw.com), Moshe A. Fink, Esq. (moshe.fink@stblaw.com), Rachael L. Foust, Esq. (rachael.foust@stblaw.com), and Zachary J. Weiner, Esq. (zachary.weiner@stblaw.com); (b) Young Conaway Stargatt & Taylor LLP, Rodney Square 1000 North King Street, Wilmington, Delaware 19801; Attn. Edmon L. Morton, Esq. (emorton@ycst.com), Sean M. Beach, Esq. (sbeach@ycst.com), Shella Borovinskaya, Esq. (sborovinskaya@ycst.com), and Carol E. Thompson, Esq. (cthompson@ycst.com); (iii) counsel to any official committee appointed in the Chapter 11 Cases; (iv) counsel to the Ad Hoc Group, (a) Gibson, Dunn & Crutcher LLP, 200 Park Avenue, New York, New York 10166, Attn: Scott J. Greenberg, Esq. (sgreenberg@gibsondunn.com), Matthew J. Williams, Esq. (mjwilliams@gibsondunn.com), Jason Z. Goldstein, Esq. (jgoldstein@gibsondunn.com), and Tommy Scheffer, Esq. (tscheffer@gibsondunn.com); and (b) Pachulski Stang Ziehl & Jones LLP, 919 N. Market Street, 17th Floor, P.O. Box 8705, Wilmington, Delaware 19899, Attn: Laura Davis Jones, Esq. (ljones@pszjlaw.com) and Timothy P. Cairns (tcairns@pszjlaw.com); and (v) the Office of the United States Trustee for the District of Delaware, J. Caleb Boggs Federal Building, 844 King Street, Room 2207, Wilmington, Delaware 19801; Attn: Benjamin A. Hackman, Esq. (benjamin.a.hackman@usdoj.gov).

d. If the Debtors determine that an Additional Assurance Request or any consensual agreement reached in connection therewith is reasonable, the Debtors, without further order of the Court, may, with the consent of the Ad Hoc Group, enter into agreements granting additional adequate assurance to the Utility Company serving such Additional Assurance Request and, in connection with such agreements, provide the Utility Company with additional adequate assurance of payment, including payments on prepetition amounts owing, cash deposits, prepayments, or other forms of security.

e. Any Additional Assurance Request must (i) be made in writing; (ii) set forth all location(s) for which Utility Services are provided and the relevant account number(s); (iii) include a summary of the Debtors' payment history relevant to the affected account(s), including any security deposits or other prepayments or assurances previously provided by the Debtors; (iv) set forth the basis for the Utility Company's belief that the Proposed Adequate

Assurance is not sufficient adequate assurance of future payment; and (v) include a proposal for what would constitute adequate assurance of future payment from the Debtors, along with an explanation of (a) why such proposal is reasonable and (b) the basis of the Utility Company's proposed adequate assurance requirement under section 366(c)(2) of the Bankruptcy Code. Any Additional Assurance Request that fails to meet these requirements shall be deemed an invalid request for adequate assurance.

f. Upon the Debtors' receipt of any Additional Assurance Request at the addresses set forth above, the Debtors shall promptly negotiate with such Utility Company to resolve such Utility Company's Additional Assurance Request.

g. The Debtors may, with the consent of the Ad Hoc Group, resolve any Additional Assurance Request by mutual agreement with the Utility Company and without further order of the Court and may, in connection with any such agreement, 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 Debtors believe such additional assurance is reasonable.

h. If the Debtors determine that the Additional Assurance Request is not reasonable and is not able to reach an alternative resolution with the Utility Company, then the Debtors shall, upon reasonable notice, calendar the matter (the "Determination Hearing") for the next omnibus hearing date, unless the Court orders otherwise, to determine the adequacy of assurance of payment pursuant to section 366(c)(3) of the Bankruptcy Code.

i. Any Utility Company that makes an Additional Assurance Request in accordance with the Adequate Assurance Procedures, shall be deemed to have received adequate assurance of payment satisfactory to such Utility Company as required by section 366 of the Bankruptcy Code, and shall be prohibited from altering, refusing, or discontinuing Utility Services to the Debtors, subject to such Utility Company's right to seek modification of the Proposed Adequate Assurance under section 366(c)(3) of the Bankruptcy Code, unless otherwise ordered by the Court.

j. Pending resolution of an Additional Assurance Request, at any such Determination Hearing or otherwise, and entry of a final, non-appealable order thereon finding that the Utility Company is not adequately assured of future payment, such Utility Company shall be prohibited from discontinuing, altering, or refusing service to the Debtors on account of the commencement of these Chapter 11 Cases, any unpaid charges for prepetition services, or any objections to the Proposed Adequate Assurance. Any Utility Company that fails to comply with the Adequate Assurance

Procedures shall be deemed to have received adequate assurance and shall be bound by any order entered by this Court granting the Motion.

18. The Debtors request that any security deposits that were in place prior to the Petition Date shall remain in place and shall continue to be held by those Utility Companies holding the same, except upon either (i) written agreement(s) between the Debtors and a Utility Company without further order of the Court or (ii) further order(s) of the Court.

19. The Debtors also request authorization to adjust periodically the amount in the Utility Deposit Account to reflect the following factors: (i) the termination of Utility Services by the Debtors; and (ii) the entry into any agreements between the Debtors and the applicable Utility Companies.

III. The Final Hearing and Subsequent Modifications to the Utility Service List

20. In addition to the establishment of the aforementioned Adequate Assurance Procedures, the Debtors request a Final Hearing on this Motion to be held within thirty (30) days following the Petition Date to ensure that, if a Utility Company argues it can unilaterally refuse service to the Debtors on the thirty-first (31st) day after the Petition Date, the Debtors will have the opportunity, to the extent necessary, to request that the Court make such modifications to the Adequate Assurance Procedures in time to avoid any potential termination of the Utility Services.

21. Moreover, it is possible that, despite the Debtors' efforts, certain Utility Companies have not yet been identified by the Debtors or included on the Utility Service List (each, an "Additional Utility Company," and collectively, the "Additional Utility Companies"). To the extent that the Debtors identify Additional Utility Companies, the Debtors seek authority to amend or supplement the Utility Service List. Thus, promptly upon the discovery of an Additional Utility Company, the Debtors will, with the consent of the Ad Hoc Group, increase the Utility Deposit by an amount equal to 50% of the Debtors' estimated monthly utility expense for each Additional

Utility Company identified subsequent to the Petition Date. In addition, the Debtors request that the Additional Utility Companies be subject to the terms of the Proposed Orders (including the Adequate Assurance Procedures) once entered by the Court, regardless of when such Utility Company is added to the Utility Service List.

22. The Debtors submit that their proposed method of furnishing adequate assurance of payment for postpetition Utility Services is not prejudicial to the rights of any Utility Company and is in the best interests of the Debtors' estates and creditors. Because uninterrupted Utility Services are vital to the success of these Chapter 11 Cases, the relief requested herein is necessary and in the best interests of the Debtors' estates and creditors. Such relief provides the Utility Companies and the Debtors with an orderly and fair procedure for determining "adequate assurance" of payment.

23. For the foregoing reasons, the relief requested herein is appropriate and in the best interests of the Debtors' estates and their creditors.

BASIS FOR RELIEF

24. This Court has the authority to grant the relief requested herein pursuant to section 105(a) of the Bankruptcy Code. Section 105(a) of the Bankruptcy Code provides that a court "may 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).

25. In addition, section 366(a) of the Bankruptcy Code protects a debtor against the immediate termination of utility services after it files for bankruptcy. 11 U.S.C. § 366(a). Section 366(c) of the Bankruptcy Code (a) defines the forms of adequate assurance of payment that a debtor may employ in providing adequate assurance of payment to include cash deposits, letters of credit, certificates of deposit, surety bonds, prepayments of utility consumption, or another form

of security that is mutually agreed on between the utility company and the debtor; (b) excludes from the definition of adequate assurance the availability of an administrative expense claim; and (c) provides that a court may not consider certain facts in determining the amount of assurance that is adequate. 11 U.S.C. §§ 366(c)(1)(A)–(B) and (c)(3)(B).

26. Although section 366 of the Bankruptcy Code does clarify what forms adequate assurance of payment may take and what factors the court should consider when determining whether such assurance is adequate, the Bankruptcy Code still requires courts to determine what amount, if any, is necessary to provide adequate assurance of payment. Congress did not set a minimum adequate assurance amount, but rather vested discretion in the courts to determine the appropriate level of adequate assurance required in each case. Accordingly, section 366 of the Bankruptcy Code does not give utility companies a blank check or the right to extract from debtors an unlimited amount of adequate assurance. Under section 366(c) of the Bankruptcy Code, there is nothing to prevent a court from deciding that, on the facts of the case before it, the amount required of a debtor to adequately assure payment to utility companies is zero or nominal.

27. In addition, section 366(b) requires only that a utility's assurance of payment be "adequate." Courts have long recognized that adequate assurance of performance does not constitute an absolute guarantee of a debtor's ability to pay. See, e.g., In re Caldor, Inc.-NY, 199 B.R. 1, 3 (S.D.N.Y. 1996) ("Section 366(b) requires [a] [b]ankruptcy [c]ourt to determine whether the circumstances are sufficient to provide a utility with 'adequate assurance' of payment. The statute does not require an 'absolute guarantee of payment.'"), aff'd sub nom. Virginia Elec. & Power Co. v. Caldor, Inc.-NY, 117 F.3d 646 (2d Cir. 1997); In re New Rochelle Tel. Corp., 397 B.R. 633, 639 (Bankr. E.D.N.Y. 2008); In re Steinebach, 303 B.R. 634, 641 (Bankr. D. Ariz. 2004) ("Adequate assurance of payment is not, however, absolute assurance . . . . [A]ll § 366(b) requires

is that a utility be protected from an unreasonable risk of non-payment."); In re Adelphia Bus. Sols. Inc., 280 B.R. 63, 80 (Bankr. S.D.N.Y. 2002) ("In determining adequate assurance, a bankruptcy court is not required to give a utility company the equivalent of a guaranty of payment."); In re Penn Jersey Corp., 72 B.R. 981, 982 (Bankr. E.D. Pa. 1987), abrogated on other grounds in In re Lease-A-Fleet, Inc., 131 B.R. 945, 950 n.1 (Bankr. E.D. Pa. 1991) (stating that section 366(b) of the Bankruptcy Code "contemplates that a utility receive only such assurance of payment as is sufficient to protect its interests given the facts of the debtor's financial circumstances").

28. Furthermore, in this analysis, courts have recognized that "[i]n deciding what constitutes 'adequate assurance' in a given case, a bankruptcy court must 'focus upon the need of the utility for assurance, and . . . require that the debtor supply no more than that, since the debtor almost perforce has a conflicting need to conserve scarce financial resources.'" Virginia Elec. & Power Co., 117 F.3d at 650 (quoting Penn Jersey, 72 B.R. at 985); Adelphia Bus. Sols. Inc., 280 B.R. at 80 ("The requirement for 'adequate assurance' of payment, which, at least in this Circuit, need not necessarily be provided by deposit."); see also In re Penn Cent. Transp. Co., 467 F.2d 100, 103–04 (3d Cir. 1972) (upholding lower court's decision that no utility deposits were necessary where such deposits "would jeopardize the continuing operation of the [debtor] merely to give further security to suppliers who already are reasonably protected"); New Rochelle Tel. Corp., 397 B.R. at 639 ("[D]eciding what constitutes adequate assurance, a bankruptcy court must focus on the utility's need for assurance with the debtor's scarce financial resources.").

29. Based upon the foregoing, the Debtors believe the Utility Companies have adequate assurance of payment even without recourse to the Adequate Assurance Deposit. The Debtors anticipate having sufficient resources to pay, and intend to pay, all valid postpetition obligations

for Utility Services in a timely manner. In addition, the Debtors' reliance on such Utility Services for not only the operation of their businesses, but also the preservation of the value of their assets provides the Debtors with a powerful incentive to stay current on their utility obligations. These factors, which the Court may consider when determining the amount of any adequate assurance payments, justify finding that the Debtors are not required to make any additional adequate assurance payments in these Chapter 11 Cases. In light of the foregoing, the Debtors respectfully submit that the Proposed Adequate Assurance is more than sufficient to assure the Utility Companies of future payment. By offering the Proposed Adequate Assurance and the additional Adequate Assurance Procedures, the Debtors seek to implement an organized process that facilitates the determination of the amount of assurance of payment that is adequate.

30. Absent the approval of the proposed procedures, the Utility Companies could discontinue service, without warning, thirty (30) days after the Petition Date, if they claim they have not yet received a "satisfactory" adequate assurance payment. The Debtors could then be forced to address numerous requests by the Utility Companies in an unorganized manner at a critical period in these Chapter 11 Cases when their efforts should be focused elsewhere, such as on maximizing value for all of their stakeholders. The orderly process contemplated by the additional Adequate Assurance Procedures is necessary for a smooth transition by the Debtors into chapter 11 and will aid in its reorganization efforts. Moreover, the proposed procedures will ensure that all parties act in good faith by establishing a fair process. Because the Adequate Assurance Procedures are reasonable and in accord with the purposes of section 366 of the Bankruptcy Code, the Court should grant the relief requested herein.

31. Further, the Debtors submit that the Proposed Adequate Assurance is sufficient to provide adequate assurance to the Utility Companies of the Debtors' future performance.

Additionally, the Debtors propose to further protect the Utility Companies through the Adequate Assurance Procedures outlined above. The Debtors submit that granting the requested relief will not prejudice the rights of the Utility Companies to seek additional adequate assurance of payment under section 366 of the Bankruptcy Code should the Proposed Adequate Assurance fail to provide the relevant Utility Companies with adequate assurance of payment.

32. As underscored above, the Debtors cannot continue their operations without the continued services of the Utility Companies. If any of the Utility Companies alter, refuse, or discontinue service, even for a brief period, the Debtors' business operations would be severely disrupted and the value of their estates would be negatively impacted. In contrast, if the Court grants the relief requested herein, the Utility Companies will not be prejudiced by the continuation of their services.

SATISFACTION OF BANKRUPTCY RULE 6003

33. Pursuant to Bankruptcy Rule 6003, the Court may grant relief within twenty-one (21) days after the filing of the petition regarding a motion to "use, sell, lease, or otherwise incur an obligation regarding property of the estate" only if such relief is necessary to avoid immediate and irreparable harm. Fed. R. Bankr. P. 6003(b). Immediate and irreparable harm exists where the absence of relief would impair a debtor's ability to reorganize or threaten the debtor's future as a going concern. See In re Ames Dep't Stores, Inc., 115 B.R. 34, 36 n.2 (Bankr. S.D.N.Y. 1990) (discussing the elements of "immediate and irreparable harm" in relation to Bankruptcy Rule 4001).

34. As described herein and in the First Day Declaration, the Debtors will suffer immediate and irreparable harm without authorization for the relief requested herein. Accordingly, Bankruptcy Rule 6003 has been satisfied and the relief requested herein should be granted.

WAIVER OF BANKRUPTCY RULES 6004(h)

35. The Debtors also request that the Court waive the stay imposed by Bankruptcy Rule 6004(h), which provides that "[a]n order authorizing the use, sale, or lease of property other than cash collateral is stayed until the expiration of 14 days after entry of the order, unless the court orders otherwise." Fed. R. Bankr. P. 6004(h). As described above, the relief that the Debtors seek in this Motion is necessary for the Debtors to operate their businesses without interruption and to preserve value for their estates. Accordingly, the Debtors respectfully request that the Court waive the fourteen (14) day stay imposed by Bankruptcy Rule 6004(h), as the exigent nature of the relief sought herein justifies immediate relief.

RESERVATION OF RIGHTS

36. Nothing contained herein is intended or shall be construed as: (i) an implication or admission as to the amount of, basis for, or validity of any claim against any of the Debtors under the Bankruptcy Code or other applicable nonbankruptcy law; (ii) an impairment or waiver of any Debtor's or any other party in interest's right to dispute any claim against, or interest in, any Debtor, its property, or its estate on any grounds; (iii) a promise or requirement to pay any particular claim; (iv) an assumption, adoption, or rejection of any agreement, contract, or lease under section 365 of the Bankruptcy Code; (v) an implication or admission that any particular claim is of a type specified or defined in the Motion, or any order granting the relief requested by the Motion; (vi) an implication, admission, or finding as to the validity, enforceability, or perfection of any lien on, interest in, or other encumbrance on the property of any Debtor or its estate; (vii) an impairment or waiver of any claims or causes of action which may exist against any entity under the Bankruptcy Code of any other applicable law; or (viii) a waiver of any Debtor's or any other party in interest's rights under the Bankruptcy Code or any other applicable law; (ix) a

waiver of the obligation of any party in interest to file a proof of claim; or (x) otherwise affecting the Debtors' rights under section 365 of the Bankruptcy Code to assume or reject any executory contract or unexpired lease.

NOTICE

37. Notice of this Motion has been or will be provided to: (i) the Office of the United States Trustee; (ii) the Office of the United States Attorney for the District of Delaware; (iii) the Internal Revenue Service; (iv) the United States Securities and Exchange Commission; (v) counsel to the Ad Hoc Group; (vi) counsel to the Prepetition Agent; (vii) those creditors holding the thirty (30) largest unsecured claims against the Debtors' estates (on a consolidated basis); (viii) the Utility Companies; (ix) the Utilities Manager and (x) any party that has requested notice pursuant to Bankruptcy Rule 2002. The Debtors will serve copies of this Motion and an order entered in respect of this Motion as required by Local Rule 9013-1(m). In light of the nature of the relief requested herein, the Debtors submit that no other or further notice is necessary.

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CONCLUSION

WHEREFORE, the Debtors request that the Court enter the Proposed Orders, granting the relief requested herein and such other and further relief as is just and proper.

[Remainder of Page Intentionally Left Blank]

Dated: May 6, 2025
Wilmington, Delaware

YOUNG CONAWAY STARGATT & TAYLOR, LLP

/s/ Shella Borovinskaya

Edmon L. Morton (No. 3856)
Sean M. Beach (No. 4070)
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- and -

SIMPSON THACHER & BARTLETT LLP
Elisha D. Graff (*pro hac vice pending*)
Moshe A. Fink (*pro hac vice pending*)
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Proposed Co-Counsel to the Debtors and Debtors in Possession

Exhibit A

Proposed Interim Order

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
WW INTERNATIONAL, INC., *et al.*,[1]	Case No. 25-[__] ( )
Debtors.	(Jointly Administered)
	Ref. Docket No. ___

INTERIM ORDER (I) PROHIBITING UTILITY COMPANIES FROM ALTERING, REFUSING, OR DISCONTINUING UTILITY SERVICES, (II) DEEMING UTILITY COMPANIES ADEQUATELY ASSURED OF FUTURE PAYMENT, (III) ESTABLISHING PROCEDURES FOR RESOLVING OBJECTIONS BY UTILITY COMPANIES AND DETERMINING ADDITIONAL ADEQUATE ASSURANCE OF PAYMENT, AND (IV) GRANTING RELATED RELIEF

Upon consideration of the motion (the "Motion")[2] of the debtors and debtors in possession in the above-captioned cases (collectively, the "Debtors") for the entry of an interim order (this "Interim Order"), pursuant to sections 105(a) and 366 of the Bankruptcy Code, (i) determining that the Utility Companies have been provided with adequate assurance of payment within the meaning of section 366 of the Bankruptcy Code; (ii) approving the Proposed Adequate Assurance and the Adequate Assurance Procedures; (iii) prohibiting the Utility Companies from altering, refusing, or discontinuing services on account of prepetition amounts outstanding or on account of the commencement of these Chapter 11 Cases and/or non-payment for any prepetition services or on account of any perceived inadequacy of the Proposed Adequate Assurance;

[1] The Debtors in these Chapter 11 Cases, along with the last four digits of their federal tax identification numbers, to the extent applicable, are WW International, Inc. (0273), WW North America Holdings, LLC (6141), WW Canada Holdco, Inc. (5680), WW.com, LLC (4196), W Holdco, Inc. (4087), WW Health Solutions, Inc. (3859), Weekend Health, Inc. (6812), and WW NewCo, Inc. (N/A). The Debtors' headquarters is located at 675 Avenue of the Americas, 6th Floor, New York, NY 10010.

[2] Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Motion.

(iv) determining that the Debtors are not required to provide any additional adequate assurance beyond the Proposed Adequate Assurance; and (v) setting the Final Hearing; and upon consideration of the Motion and all pleadings related thereto, including the First Day Declaration; and due and proper notice of the Motion having been given; and having determined that no other or further notice of the Motion is required; and having determined that this Court has jurisdiction to consider the Motion in accordance with 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 having determined that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and having determined that venue of this proceeding and the Motion is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED on an interim basis as set forth herein.

2. **A final hearing on the relief sought in the Motion shall be conducted on [________________], 2025 at [______] (ET) (the "Final Hearing").** Any party-in-interest objecting to the relief sought at the Final Hearing or in the Final Order shall file and serve a written objection, which objection shall be served upon (i) WW International, Inc., 675 Avenue of the Americas, 6th Floor, New York, New York 10010, Attn: Jacqueline Cooke, Esq. (jacquie.cooke@ww.com); (ii) proposed co-counsel to the Debtors, (a) Simpson Thacher & Bartlett LLP, 425 Lexington Ave, New York, New York 10017, Attn: Elisha D. Graff, Esq. (egraff@stblaw.com), Moshe A. Fink, Esq. (moshe.fink@stblaw.com), Rachael L. Foust, Esq. (rachael.foust@stblaw.com), and Zachary J. Weiner, Esq. (zachary.weiner@stblaw.com); and (b) Young Conaway Stargatt & Taylor, LLP, Rodney Square, 1000 North King Street, Wilmington, Delaware 19801, Attn: Edmon L. Morton, Esq. (emorton@ycst.com), Sean M.

Beach, Esq. (sbeach@ycst.com), Shella Borovinskaya, Esq. (sborovinskaya@ycst.com), and Carol E. Thompson, Esq. (cthompson@ycst.com); (iii) counsel to any official committee appointed in these Chapter 11 Cases; (iv) counsel to the Ad Hoc Group, (a) Gibson, Dunn & Crutcher LLP, 200 Park Avenue, New York, New York 10166, Attn: Scott J. Greenberg, Esq. (sgreenberg@gibsondunn.com), Matthew J. Williams, Esq. (mjwilliams@gibsondunn.com), Jason Z. Goldstein, Esq. (jgoldstein@gibsondunn.com), and Tommy Scheffer, Esq. (tscheffer@gibsondunn.com); and (b) Pachulski Stang Ziehl & Jones LLP, 919 N. Market Street, 17th Floor, P.O. Box 8705, Wilmington, Delaware 19899, Attn: Laura Davis Jones, Esq. (ljones@pszjlaw.com) and Timothy P. Cairns (tcairns@pszjlaw.com); and (v) the Office of the United States Trustee for the District of Delaware, J. Caleb Boggs Federal Building, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801, Attn: Benjamin A. Hackman, Esq. (benjamin.a.hackman@usdoj.gov), in each case no later than [_______________], 2025 at 4:00 p.m. (ET). If no objections to the entry of the Final Order are timely filed, this Court may enter the Final Order without further notice or a hearing.

3. The Debtors are authorized to pay, in accordance with their prepetition practices, all undisputed postpetition utility charges for all Utility Services rendered by the Utility Companies to the Debtors.

4. Any security deposits that were in place prior to the Petition Date shall remain in place and shall continue to be held by those Utility Companies holding the same, except upon either (a) written agreement(s) between the Debtors and a Utility Company without further order of the Court or (b) further order(s) of the Court. The rights of Utility Companies holding security deposits that were in place prior to the Petition Date under 11 U.S.C. § 366(c)(4) are not affected by this Order.

5. Subject to the rights of Utility Companies to seek to modify the Proposed Adequate Assurance under 11 U.S.C. § 366(c)(3)(A), the Proposed Adequate Assurance is hereby approved on an interim basis and until such time as the Final Order granting such relief is entered by the Court, the Debtors are deemed to have furnished the Utility Companies with adequate assurance of payment under section 366 of the Bankruptcy Code for postpetition Utility Services by depositing cash in an amount equal to $94,277, which represents the sum of 50% of the Debtors' estimated monthly cost of the Utility Services subsequent to the Petition Date (the "Adequate Assurance Deposit"), into the Utility Deposit Account within twenty (20) days after the date of entry of this Interim Order; provided, however, that the Debtors may reduce the Utility Deposit Account and amend the Utility Service List upon termination of Utility Services from a particular Utility Company in an amount equal to or less than the amount allocated to such Utility Company in the Utility Deposit Account, provided, further, that the Debtors either (a) obtain the affected Utility Company's consent to reduce the Utility Deposit; or (b) file a notice with the Court and serve upon the affected Utility Company a notice of the Debtors' intent to reduce the Utility Deposit within fourteen (14) days thereof and receiving no response thereto.[3] If an objection is received, the Debtors shall attempt to resolve the objection with the Utility Company. If the objection is not resolved by the parties, the Debtors shall request a hearing before this Court at the next omnibus hearing date, or such other date that the Debtors and the Utility Company may agree. Upon the earlier of the effective date of any chapter 11 plan of the Debtors, or such other time as these Chapter 11 Cases may be closed, unless otherwise provided in a chapter 11 plan or other order of this Court, the Debtors, in their sole discretion and without further application to or order

[3] In the event that the Debtors have multiple utility services accounts with a particular Utility Company, the Debtors' reduction of the Utility Deposit upon termination of Utility Services from a particular Utility Company will be based on those utility services accounts actually terminated.

of this Court, may close the Utility Deposit Account and return all remaining funds to their operational and deposit accounts maintained in the ordinary course of business; provided that there are no accrued and/or outstanding post-petition amounts due and owing to the Utility Companies.

6. Subject to the Adequate Assurance Procedures and the rights of Utility Companies to seek to modify the Proposed Adequate Assurance under 11 U.S.C. § 366(c)(3)(A), until such time as the Final Order granting such relief is entered by this Court, all Utility Companies are prohibited from (a) discontinuing, altering, or refusing service to the Debtors on account of any prepetition amounts outstanding, (b) discriminating against the Debtors, or (c) requiring payment of a deposit or receipt of any other security for continued service as a result of the Debtors' bankruptcy filing or any outstanding prepetition invoices, other than as provided in the Motion.

7. The Adequate Assurance Procedures for determining requests for additional adequate assurance are approved as follows:

a. Absent compliance with the Adequate Assurance Procedures, the Utility Companies may not alter, refuse, or discontinue service to, or otherwise discriminate against, the Debtors on account of the commencement of these Chapter 11 Cases or any unpaid prepetition charges or request payment of a deposit or receipt of other security in connection with any unpaid prepetition charges.

b. The Debtors will serve copies of this Interim Order, as required by the Bankruptcy Rules and Local Rules on all Utility Companies identified on the Utility Service List. For the avoidance of doubt, the Motion will be served with this Interim Order. In the event that any Utility Company has been omitted from the Utility Service List, the Debtors shall supplement this list and shall promptly serve copies of the Motion, this Interim Order, and the Final Order, as applicable, on such Utility Company upon learning of such omission.

c. Any Utility Company that believes it requires additional adequate assurance must serve an Additional Assurance Request via mail or email upon: (i) WW International, Inc., 675 Avenue of the Americas, 6th Floor, New York, New York 10010, Attn: Doris Alvarez (doris.alvarez@ww.com); (ii) proposed co-counsel to the Debtors, (a) Simpson Thacher & Bartlett LLP, 425 Lexington Ave, New York, New York 10017, Attn: Elisha D.

Graff, Esq. (egraff@stblaw.com), Moshe A. Fink, Esq. (moshe.fink@stblaw.com), Rachael L. Foust, Esq. (rachael.foust@stblaw.com), and Zachary J. Weiner, Esq. (zachary.weiner@stblaw.com); and (b) Young Conaway Stargatt & Taylor, LLP, Rodney Square, 1000 North King Street, Wilmington, Delaware 19801, Attn: Edmon L. Morton, Esq. (emorton@ycst.com), Sean M. Beach, Esq. (sbeach@ycst.com), Shella Borovinskaya, Esq. (sborovinskaya@ycst.com), and Carol E. Thompson, Esq. (cthompson@ycst.com); (iii) counsel to any official committee appointed in these Chapter 11 Cases; (iv) counsel to the Ad Hoc Group, (a) Gibson, Dunn & Crutcher LLP, 200 Park Avenue, New York, New York 10166, Attn: Scott J. Greenberg, Esq. (sgreenberg@gibsondunn.com), Matthew J. Williams, Esq. (mjwilliams@gibsondunn.com), Jason Z. Goldstein, Esq. (jgoldstein@gibsondunn.com), and Tommy Scheffer, Esq. (tscheffer@gibsondunn.com); and (b) Pachulski Stang Ziehl & Jones LLP, 919 N. Market Street, 17th Floor, P.O. Box 8705, Wilmington, Delaware 19899, Attn: Laura Davis Jones, Esq. (ljones@pszjlaw.com) and Timothy P. Cairns (tcairns@pszjlaw.com); and (v) the Office of the United States Trustee for the District of Delaware, J. Caleb Boggs Federal Building, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801, Attn: Benjamin A. Hackman, Esq. (benjamin.a.hackman@usdoj.gov).

d. If the Debtors determine that an Additional Assurance Request or any consensual agreement reached in connection therewith is reasonable, the Debtors, without further order of the Court, may, with the consent of the Ad Hoc Group, enter into agreements granting additional adequate assurance to the Utility Company serving such Additional Assurance Request and, in connection with such agreements, provide the Utility Company with additional adequate assurance of payment, including payments on prepetition amounts owing, cash deposits, prepayments, or other forms of security.

e. Any Additional Assurance Request must (i) be made in writing; (ii) set forth all location(s) for which Utility Services are provided and the relevant account number(s); (iii) include a summary of the Debtors' payment history relevant to the affected account(s), including any security deposits or other prepayments or assurances previously provided by the Debtors; (iv) set forth the basis for the Utility Company's belief that the Proposed Adequate Assurance is not sufficient adequate assurance of future payment; and (v) include a proposal for what would constitute adequate assurance of future payment from the Debtors, along with an explanation of (a) why such proposal is reasonable and (b) the basis of the Utility Company's proposed adequate assurance requirement under section 366(c)(2) of the Bankruptcy Code. Any Additional Assurance Request that fails to meet these requirements shall, subject to further Court order, be deemed an invalid request for adequate assurance.

f. Upon the Debtors' receipt of any Additional Assurance Request at the addresses set forth above, the Debtors shall promptly negotiate with such Utility Company to resolve such Utility Company's Additional Assurance Request.

g. The Debtors may, with the consent of the Ad Hoc Group, resolve any Additional Assurance Request by mutual agreement with the Utility Company and without further order of this Court and may, in connection with any such agreement, 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 Debtors believe such additional assurance is reasonable.

h. If the Debtors determine that the Additional Assurance Request is not reasonable and is not able to reach an alternative resolution with the Utility Company, then the Debtors shall, upon reasonable notice, calendar the matter (the "Determination Hearing") for the next omnibus hearing date, unless the Court orders otherwise, to determine the adequacy of assurance of payment pursuant to section 366(c)(3) of the Bankruptcy Code.

i. Any Utility Company that makes an Additional Assurance Request in accordance with the Adequate Assurance Procedures, shall (pending resolution of the Additional Assurance Request in accordance with the Procedures described above) be deemed to have received adequate assurance of payment satisfactory to such Utility Company as required by section 366 of the Bankruptcy Code, and shall be prohibited from altering, refusing, or discontinuing Utility Services to the Debtors, subject to such Utility Company's right to seek modification of the Proposed Adequate Assurance under section 366(c)(3) of the Bankruptcy Code, unless otherwise ordered by this Court.

j. Pending resolution of an Additional Assurance Request, at any such Determination Hearing or otherwise, and entry of a final, non-appealable order thereon finding that the Utility Company is not adequately assured of future payment, such Utility Company shall be prohibited from discontinuing, altering, or refusing service to the Debtors on account of the commencement of these Chapter 11 Cases, any unpaid charges for prepetition services, or any objections to the Proposed Adequate Assurance. Any Utility Company that fails to comply with the Adequate Assurance Procedures shall be deemed to have received adequate assurance.

8. The Debtors may, in their discretion, remove a Utility Company that is no longer providing post-petition services and whose final invoice has been paid from the Utility Service

List after providing fourteen (14) days' notice to the Utility Company. If a Utility Company objects to its removal from the Utility Service List, the Debtors shall request that the Court consider the objection at the next scheduled omnibus hearing date or such other date as agreed to by the Debtors and Utility Company.

9. The Debtors are authorized, but not directed, to satisfy any prepetition obligations owed to the Utilities Manager and to honor their obligations to the Utilities Manager postpetition in the ordinary course of business.

10. To the extent that the Debtors identify additional Utility Companies not included on the Utility Service List, the Debtors will promptly (i) file a supplement to the Utility Service List adding the name of the newly identified Utility Company, (ii) serve copies of the Motion, the Interim Order and the Final Order, as applicable, on such Utility Companies, and (iii) with the consent of the Ad Hoc Group, increase the Adequate Assurance Deposit by an amount equal to approximately 50% of the Debtors' estimated monthly utility payments to each newly added Utility Company. The newly added Utility Companies shall be subject to the terms of this Interim Order, and the Proposed Final Order, as applicable, as of the date of service of the notice of addition of such newly added Utility Company to the Utility Service List. The omission of any Utility Company from the Utility Service List shall not be construed as an admission, waiver, acknowledgement, or consent by the Debtors that section 366 of the Bankruptcy Code does not apply to such Utility Company. A Utility Company added to the Utility Service List shall be permitted to make an Additional Assurance Request according to the Adequate Assurance Procedures.

11. Nothing in the Motion or this Interim Order or the relief granted herein (including any actions taken or payments made by the Debtors) is to be construed as (i) an implication or

admission as to the amount of, basis for, or validity of any claim against the Debtors under the Bankruptcy Code or other applicable non-bankruptcy law; (ii) an impairment or waiver of the Debtors' or any other party in interest's right to dispute any claim against, or interest in, any Debtor, its property, or its estate on any grounds; (iii) a promise or requirement to pay any particular claim; (iv) an assumption, adoption, or rejection of any agreement, contract, or lease under section 365 of the Bankruptcy Code; (v) an implication or admission that any particular claim is of a type specified or defined in the Motion or this Interim Order; (vi) an implication, admission, or finding as to the validity, enforceability, or perfection of any lien on, interest in, or other encumbrance on the property of any Debtor or its estate; (vii) an impairment or waiver of any claims or causes of action which may exist against any entity under the Bankruptcy Code or any other applicable law; (viii) a waiver of any Debtor's or any other party in interest's rights under the Bankruptcy Code or any other applicable law; (ix) a waiver of the obligation of any party in interest to file a proof of claim; or (x) otherwise affecting the Debtors' rights under section 365 of the Bankruptcy Code to assume or reject any executory contract or unexpired lease. Nothing contained in this Interim Order shall be deemed to increase, reclassify, elevate to an administrative expense status, or otherwise affect any claim to the extent it is not paid.

12. Nothing 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 included in the Utility Service List. The Debtors and the Utility Companies reserve their rights to assert that any of the entities now or hereafter included on the Utility Service List are/are not "utilities" within the meaning of section 366 of the Bankruptcy Code.

13. The Debtors are authorized to take any and all actions necessary to effectuate the relief granted herein.

14. Nothing in the Motion or this Interim Order waives or modifies the requirements of the Restructuring Support Agreement, including, without limitation, the consent and consultation rights contained therein.

15. Notwithstanding anything to the contrary contained herein, any payment to be made hereunder, and any authorization contained herein, shall be subject to any interim and final orders, as applicable, approving the use of such cash collateral and/or the Debtors' entry into any postpetition financing facilities or credit agreements, and any budgets in connection therewith governing any such postpetition financing and/or use of cash collateral (each such order, a "Cash Collateral Order"). To the extent there is any inconsistency between the terms of a Cash Collateral Order and any action taken or proposed to be taken hereunder, the terms of the Cash Collateral Order shall control.

16. The requirements of Bankruptcy Rule 6003(b) have been satisfied because the relief set forth in this Interim Order is necessary to avoid immediate and irreparable harm.

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

18. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Interim Order.

Exhibit B

Proposed Final Order

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
WW INTERNATIONAL, INC., *et al.*,[1]	Case No. 25-[__] ( )
Debtors.	(Jointly Administered)
	Ref. Docket Nos. ___ & ___

FINAL ORDER (I) PROHIBITING UTILITY COMPANIES FROM ALTERING, REFUSING, OR DISCONTINUING UTILITY SERVICES, (II) DEEMING UTILITY COMPANIES ADEQUATELY ASSURED OF FUTURE PAYMENT, (III) ESTABLISHING PROCEDURES FOR RESOLVING OBJECTIONS BY UTILITY COMPANIES AND DETERMINING ADDITIONAL ADEQUATE ASSURANCE OF PAYMENT, AND (IV) GRANTING RELATED RELIEF

Upon consideration of the motion (the "Motion")[2] of the debtors and debtors in possession in the above-captioned cases (collectively, the "Debtors") for the entry of a final order (this "Final Order"), pursuant to sections 105(a) and 366 of the Bankruptcy Code, (i) determining that the Utility Companies have been provided with adequate assurance of payment within the meaning of section 366 of the Bankruptcy Code; (ii) approving the Proposed Adequate Assurance and the Adequate Assurance Procedures; (iii) prohibiting the Utility Companies from altering, refusing or discontinuing services on account of the commencement of these Chapter 11 Cases and/or non- payment for any prepetition services or on account of any perceived inadequacy of the Proposed Adequate Assurance; and (iv) determining that the Debtors are not required to provide

[1] The Debtors in these Chapter 11 Cases, along with the last four digits of their federal tax identification numbers, to the extent applicable, are WW International, Inc. (0273), WW North America Holdings, LLC (6141), WW Canada Holdco, Inc. (5680), WW.com, LLC (4196), W Holdco, Inc. (4087), WW Health Solutions, Inc. (3859), Weekend Health, Inc. (6812), and WW NewCo, Inc. (N/A). The Debtors' headquarters is located at 675 Avenue of the Americas, 6th Floor, New York, NY 10010.

[2] Capitalized terms used but not otherwise defined herein have the meanings given to them in the Motion.

any additional adequate assurance, beyond the Proposed Adequate Assurance; and upon consideration of the Motion and all pleadings related thereto, including the First Day Declaration; and due and proper notice of the Motion having been given; and having determined that no other or further notice of the Motion is required; and having determined that this Court has jurisdiction to consider the Motion in accordance with 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 having determined that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and having determined that venue of this proceeding and the Motion is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED on a final basis as set forth herein.

2. The Debtors are authorized to pay, in accordance with their prepetition practices, all undisputed postpetition utility charges for all Utility Services rendered by the Utility Companies to the Debtors.

3. Any security deposits that were in place prior to the Petition Date shall remain in place and shall continue to be held by those Utility Companies holding the same, except upon either (a) written agreement(s) between the Debtors and a Utility Company without further order of the Court or (b) further order(s) of the Court. The rights of Utility Companies holding security deposits that were in place prior to the Petition Date under 11 U.S.C. § 366(c)(4) are not affected by this Order.

4. Subject to the rights of Utility Companies to seek to modify the Proposed Adequate Assurance under 11 U.S.C. § 366(c)(3)(A), the Proposed Adequate Assurance is hereby approved and the Debtors are deemed to have furnished the Utility Companies with adequate assurance of

payment under section 366 of the Bankruptcy Code for postpetition Utility Services by having deposited cash in an amount equal to $94,277, which represents 50% of the Debtors' estimated monthly cost of the Utility Services subsequent to the Petition Date (the "Adequate Assurance Deposit") into the Utility Deposit Account within twenty (20) days after the date of entry of the Interim Order; provided, however, that, the Debtors may reduce the Utility Deposit Account and amend the Utility Service List upon termination of Utility Services from a particular Utility Company in an amount equal to or less than the amount allocated to such Utility Company in the Utility Deposit Account, provided, further, that the Debtors either (a) obtain the affected Utility Company's consent to reduce the Utility Deposit; or (b) file a notice with the Court and serve upon the affected Utility Company a notice of the Debtors' intent to reduce the Utility Deposit within fourteen (14) days thereof and receiving no response thereto.[3] If an objection is received, the Debtors shall attempt to resolve the objection with the Utility Company. If the objection is not resolved by the parties, the Debtors shall request a hearing before this Court at the next omnibus hearing date, or such other date that the Debtors and the Utility Company may agree. Upon the effective date of any chapter 11 plan of the Debtors or such other time as these Chapter 11 Cases may be closed, unless otherwise provided in a chapter 11 plan or other order of this Court, the Debtors, in their sole discretion and without further application to or order of this Court, may close the Utility Deposit Account and return all remaining funds to their operational and deposit accounts maintained in the ordinary course of business, provided that there are no accrued and/or outstanding post-petition amounts due and owing to the Utility Companies.

[3] In the event that the Debtors have multiple utility services accounts with a particular Utility Company, the Debtors' reduction of the Utility Deposit upon termination of Utility Services from a particular Utility Company will be based on those utility services accounts actually terminated.

5. Absent further order of this Court, all Utility Companies are prohibited from (a) discontinuing, altering, or refusing service to the Debtors on account of any prepetition amounts outstanding, (b) discriminating against the Debtors, or (c) requiring payment of a deposit or receipt of any other security for continued service as a result of the Debtors' bankruptcy filings or any outstanding prepetition invoices, other than as provided in the Motion and this Final Order.

6. The Adequate Assurance Procedures for determining requests for additional adequate assurance are approved on a final basis as follows:

a. Absent compliance with the Adequate Assurance Procedures, the Utility Companies may not alter, refuse, or discontinue service to, or otherwise discriminate against, the Debtors on account of the commencement of these Chapter 11 Cases or any unpaid prepetition charges or request payment of a deposit or receipt of other security in connection with any unpaid prepetition charges.

b. The Debtors will serve copies of this Final Order, as required by the Bankruptcy Rules and Local Rules on all Utility Companies identified on the Utility Service List. In the event that any Utility Company has been omitted from the Utility Service List, the Debtors shall supplement this list and shall promptly serve copies of the Motion and the Final Order on such Utility Company upon learning of such omission.

c. Any Utility Company that believes it requires additional adequate assurance must serve an Additional Assurance Request via mail or email upon: (i) WW International, Inc., 675 Avenue of the Americas, 6th Floor, New York, New York 10010, Attn: Doris Alvarez (doris.alvarez@ww.com); (ii) proposed co-counsel to the Debtors, (a) Simpson Thacher & Bartlett LLP, 425 Lexington Ave, New York, New York 10017, Attn: Elisha D. Graff, Esq. (egraff@stblaw.com), Moshe A. Fink, Esq. (moshe.fink@stblaw.com), Rachael L. Foust, Esq. (rachael.foust@stblaw.com), and Zachary J. Weiner, Esq. (zachary.weiner@stblaw.com); and (b) Young Conaway Stargatt & Taylor, LLP, Rodney Square, 1000 North King Street, Wilmington, Delaware 19801, Attn: Edmon L. Morton, Esq. (emorton@ycst.com), Sean M. Beach, Esq. (sbeach@ycst.com), Shella Borovinskaya, Esq. (sborovinskaya@ycst.com), and Carol E. Thompson, Esq. (cthompson@ycst.com); (iii) counsel to any official committee appointed in these Chapter 11 Cases; (iv) counsel to the Ad Hoc Group, (a) Gibson, Dunn & Crutcher LLP, 200 Park Avenue, New York, New York 10166, Attn: Scott J. Greenberg, Esq. (sgreenberg@gibsondunn.com), Matthew J.

Williams, Esq. (mjwilliams@gibsondunn.com), Jason Z. Goldstein, Esq. (jgoldstein@gibsondunn.com), and Tommy Scheffer, Esq. (tscheffer@gibsondunn.com); and (b) Pachulski Stang Ziehl & Jones LLP, 919 N. Market Street, 17th Floor, P.O. Box 8705, Wilmington, Delaware 19899, Attn: Laura Davis Jones, Esq. (ljones@pszjlaw.com) and Timothy P. Cairns (tcairnes@pszjlaw.com); and (v) the Office of the United States Trustee for the District of Delaware, J. Caleb Boggs Federal Building, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801, Attn: Benjamin A. Hackman, Esq. (benjamin.a.hackman@usdoj.gov).

d. If the Debtors determine that an Additional Assurance Request or any consensual agreement reached in connection therewith is reasonable, the Debtors, without further order of the Court, may, with the consent of the Ad Hoc Group, enter into agreements granting additional adequate assurance to the Utility Company serving such Additional Assurance Request and, in connection with such agreements, provide the Utility Company with additional adequate assurance of payment, including payments on prepetition amounts owing, cash deposits, prepayments, or other forms of security.

e. Any Additional Assurance Request must (i) be made in writing; (ii) set forth all location(s) for which Utility Services are provided and the relevant account number(s); (iii) include a summary of the Debtors' payment history relevant to the affected account(s), including any security deposits or other prepayments or assurances previously provided by the Debtors; (iv) set forth the basis for the Utility Company's belief that the Proposed Adequate Assurance is not sufficient adequate assurance of future payment; and (v) include a proposal for what would constitute adequate assurance of future payment from the Debtors, along with an explanation of (a) why such proposal is reasonable and (b) the basis of the Utility Company's proposed adequate assurance requirement under section 366(c)(2) of the Bankruptcy Code. Any Additional Assurance Request that fails to meet these requirements shall, subject to further Court order, be deemed an invalid request for adequate assurance.

f. Upon the Debtors' receipt of any Additional Assurance Request at the addresses set forth above, the Debtors shall promptly negotiate with such Utility Company to resolve such Utility Company's Additional Assurance Request.

g. The Debtors may, with the consent of the Ad Hoc Group, resolve any Additional Assurance Request by mutual agreement with the Utility Company and without further order of the Court and may, in connection with any such agreement, 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 Debtors believe such additional assurance is reasonable.

h. If the Debtors determine that the Additional Assurance Request is not reasonable and is not able to reach an alternative resolution with the Utility Company, then the Debtors shall, upon reasonable notice, calendar the matter (the "Determination Hearing") for the next omnibus hearing date, unless the Court orders otherwise, to determine the adequacy of assurance of payment pursuant to section 366(c)(3) of the Bankruptcy Code.

i. Any Utility Company that makes an Additional Assurance Request in accordance with the Adequate Assurance Procedures, shall (pending resolution of the Additional Assurance Request in accordance with the Procedures described above) be deemed to have received adequate assurance of payment satisfactory to such Utility Company as required by section 366 of the Bankruptcy Code, and shall be prohibited from altering, refusing, or discontinuing Utility Services to the Debtors, subject to such Utility Company's right to seek modification of the Proposed Adequate Assurance under section 366(c)(3) of the Bankruptcy Code, unless otherwise ordered by the Court.

j. Pending resolution of an Additional Assurance Request, at any such Determination Hearing or otherwise, and entry of a final, non-appealable order thereon finding that the Utility Company is not adequately assured of future payment, such Utility Company shall be prohibited from discontinuing, altering, or refusing service to the Debtors on account of the commencement of these Chapter 11 Cases, any unpaid charges for prepetition services, or any objections to the Proposed Adequate Assurance. Any Utility Company that fails to comply with the Adequate Assurance Procedures shall be deemed to have received adequate assurance.

7. The Debtors may, in their discretion, remove a Utility Company that is no longer providing postpetition services and whose final invoice has been paid from the Utility Service List after providing fourteen (14) days' notice to the Utility Company. If a Utility Company objects to its removal from the Utility Service List, the Debtors shall request that the Court consider the objection at the next scheduled omnibus hearing date or such other date as agreed to by the Debtors and Utility Company.

8. The Debtors are authorized, but not directed, to satisfy any prepetition obligations owed to the Utilities Manager and to honor their obligations to the Utilities Manager postpetition in the ordinary course of business.

9. To the extent that the Debtors identify additional Utility Companies not included on the Utility Service List, the Debtors will promptly (i) file a supplement to the Utility Service List adding the name of the newly identified Utility Companies, (ii) serve copies of the Motion, and this Final Order, as applicable, on such Utility Companies, and (iii) with the consent of the Ad Hoc Group, increase the Adequate Assurance Deposit by an amount equal to approximately 50% of the Debtors' estimated monthly utility payments to each newly added Utility Company. The newly added Utility Companies shall be subject to the terms of this Final Order, as of the date of service of the notice of addition of such newly added Utility Company to the Utility Service List. The omission of any Utility Company from the Utility Service List shall not be construed as an admission, waiver, acknowledgement, or consent by the Debtors that section 366 of the Bankruptcy Code does not apply to such Utility Company. A Utility Company added to the Utility Service List shall be permitted to make an Additional Assurance Request according to the Adequate Assurance Procedures.

10. Nothing in the Motion or this Final Order or the relief granted herein (including any actions taken or payments made by the Debtors) is to be construed as (i) an implication or admission as to the amount of, basis for, or validity of any claim against the Debtors under the Bankruptcy Code or other applicable non-bankruptcy law; (ii) an impairment or waiver of the Debtors' or any other party in interest's right to dispute any claim against, or interest in, any Debtor, its property, or its estate on any grounds; (iii) a promise or requirement to pay any particular claim; (iv) an assumption, adoption, or rejection of any agreement, contract, or lease

under section 365 of the Bankruptcy Code; (v) an implication or admission that any particular claim is of a type specified or defined in the Motion or this Final Order; (vi) an implication, admission, or finding as to the validity, enforceability, or perfection of any lien on, interest in, or other encumbrance on the property of any Debtor or its estate; (vii) an impairment or waiver of any claims or causes of action which may exist against any entity under the Bankruptcy Code or any other applicable law; (viii) a waiver of any Debtor's or any other party in interest's rights under the Bankruptcy Code or any other applicable law; (ix) a waiver of the obligation of any party in interest to file a proof of claim; or (x) otherwise affecting the Debtors' rights under section 365 of the Bankruptcy Code to assume or reject any executory contract or unexpired lease. Nothing contained in this Final Order shall be deemed to increase, reclassify, elevate to an administrative expense status, or otherwise affect any claim to the extent it is not paid. Nothing 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 included in the Utility Service List. The Debtors and the Utility Companies reserve their rights to assert that any of the entities now or hereafter included on the Utility Service List are/are not "utilities" within the meaning of section 366 of the Bankruptcy Code.

11. The Debtors are authorized to take any and all actions necessary to effectuate the relief granted herein.

12. Nothing in the Motion or this Final Order waives or modifies the requirements of the Restructuring Support Agreement, including, without limitation, the consent and consultation rights contained therein.

13. Notwithstanding anything to the contrary contained herein, any payment to be made hereunder, and any authorization contained herein, shall be subject to any interim and final orders,

as applicable, approving the use of such cash collateral and/or the Debtors' entry into any postpetition financing facilities or credit agreements, and any budgets in connection therewith governing any such postpetition financing and/or use of cash collateral (each such order, a "Cash Collateral Order"). To the extent there is any inconsistency between the terms of a Cash Collateral Order and any action taken or proposed to be taken hereunder, the terms of the Cash Collateral Order shall control.

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

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

Exhibit C

Utility Service List

Name of Utility Company	Address	Utility Service	Utility Account Number[1]	Approximate Monthly Amount
AES INDIANA	2102 N. ILLINOIS STREET, INDIANAPOLIS, IN 46202	ELECTRIC	200000309170	$56
AES OHIO	320 COUNTY ROAD, 11 BELLEFONTAINE, OH 43311	ELECTRIC	200001475028	$101
ALL WASTE INC.	143 MURPHY ROAD, HARTFORD, CT 06114	WASTE MANAGEMENT	1-65872-1	$61
ALLIANT ENERGY/WPL	4902 N BALTIMORE LANE, STE 1000, MADISON, WI 53718-2148	ELECTRIC & GAS	9046710000	$82
AMEREN ILLINOIS	300 LIBERTY STREET, PEORIA, IL 61602	ELECTRIC & GAS	2248676033; 08851-27057; 20600-18002	$311

[1] Although the Debtors have undertaken thorough and good-faith efforts to identify and verify all account numbers for all of their Utility Companies, due to the voluminous number of accounts, there is a possibility that some account numbers may have changed or may be otherwise unintentionally inaccurate. To the extent that the Debtors become aware of any inaccuracies, the Debtors will promptly contact the applicable Utility Company to update the account number and confirm that any applicable adequate assurance deposit applies to the updated accurate account number with respect to the applicable Utility Company. The Debtors further encourage any Utility Company to promptly bring to the Debtors' attention any inaccuracies they independently identify.

Name of Utility Company	Address	Utility Service	Utility Account Number[1]	Approximate Monthly Amount
AMEREN MISSOURI	1901 CHOUTEAU AVENUE, ST LOUIS, MO 63103-3085	ELECTRIC & GAS	12322-03165	$85
AMERICAN ELECTRIC POWER	1 RIVERSIDE PLAZA, COLUMBUS, OH 43215	ELECTRIC	10112831036; 076- 789-163-6-7	$139
APS	400 N 5TH STREET, PHOENIX, AZ 85004	ELECTRIC	4207158743; 9531160000; 9538017680; 9539606918	$322
AQUA OH	762 WEST LANCASTER AVENUE, BRYN MAWR, PA 19010	WATER	001437866 0943392	$10
ATMOS ENERGY	5430 LYNDON B JOHNSON FREEWAY, DALLAS, TX 75240-2601	GAS	3019806460; 3044136351; 3044157196	$197
ATT	208 S. AKARD STREET, DALLAS, TX 75202	TELECOMMUNICATIONS	331523267; 00120455. 287346168057; 287349721181; 990485499; 287279596761	$3,206

Name of Utility Company	Address	Utility Service	Utility Account Number[1]	Approximate Monthly Amount
AVISTA UTILITIES	1411 E. MISSION AVENUE, SPOKANE, WA 99252	ELECTRIC	2818220000	$149
AW BILLING SERVICE LLC	4431 N. DIXIE HIGHWAY, BOCA RATON, FL 33431	OTHER SERVICES, SEWER, & WATER	734118; 845140	$83
BETTER CARTING SERVICE	32 RUSSELL STREET, WHITE PLAINS, NY 10606	WASTE MANAGEMENT	3872	$30
BURBANK WATER AND POWER	164 W. MAGNOLIA BOULEVARD, BURBANK, CA 91502	ELECTRIC & WATER	730000000; 9630000000	$159
CALIFORNIA WATER SERVICE	1720 N. FIRST STREET, SAN JOSE, CA 95112	WATER	8879477612	$7
CASELLA MAJOR ACCOUNT SERVICES LLC	25 GREENS HILL LANE, RUTLAND, VT 05701	WASTE MANAGEMENT	81-30658 1	$45

Name of Utility Company	Address	Utility Service	Utility Account Number[1]	Approximate Monthly Amount
CENTERPOINT ENERGY	1111 LOUISIANA STREET, HOUSTON, TX 77002	GAS	12627135-2; 13259698-2; 9238370-2	$173
CHARTER COMMUNICATIONS INC	400 WASHINGTON BOULEVARD, STAMFORD, CT 06902	TELECOMMUNICATIONS	8150200071433160	$54
CITY OF CRYSTAL LAKE, IL	100 W. WOODSTOCK STREET, CRYSTAL LAKE, IL 60014	SEWER & WATER	056336-000	$13
CITY OF DELRAY BEACH, FL	100 NW 1ST AVENUE, DELRAY BEACH, FL 33444	SEWER & WATER	658985-328790	$22
CITY OF EDWARDSVILLE, IL	118 HILLSBORO AVENUE, EDWARDSVILLE, IL 62025	SEWER & WATER	01-06677-00	$12
CITY OF FREDERICKSBURG, VA	715 PRINCESS ANNE STREET, FREDERICKSBURG, VA 22401	SEWER & WATER	3816150	$78

Name of Utility Company	Address	Utility Service	Utility Account Number[1]	Approximate Monthly Amount
CITY OF LA VERNE, CA	3660 D STREET, LA VERNE, CA 91750	OTHER SERVICES, SEWER, & WATER	4803-5914	$20
CITY OF NORTH CANTON, OH	145 N. MAIN PUBLIC UTILITIES, NORTH CANTON, OH 44720	WATER	11417.3	$0
CITY OF OCEANSIDE, CA	300 N. COAST HIGHWAY, OCEANSIDE, CA 92054	OTHER SERVICES, SEWER, & WATER	299275-173598	$42
CITY OF POWAY, CA	13325 CIVIC CENTER DRIVE, POWAY, CA 92064	SEWER & WATER	20732551-23	$36
CITY OF RICHMOND, VA	900 E. BROAD STREET, RICHMOND, VA 23219	GAS	109319-0009311	$31
CITY OF SEATTLE/SEATTLE CITY LIGHT	700 5TH AVENUE, SEATTLE, WA 98104	ELECTRIC	899820000	$29

Name of Utility Company	Address	Utility Service	Utility Account Number[1]	Approximate Monthly Amount
CITY OF SUNNYSIDE, WA	818 E. EDISON, SUNNYSIDE, WA 98944	OTHER	4992	$11
CITY OF VENICE, FL	401 W. VENICE AVENUE, VENICE, FL 34285	SEWER, WASTE MANAGEMENT, & WATER	53082-7174	$45
CITY UTILITIES OF SPRINGFIELD, MO	301 E. CENTRAL, SPRINGFIELD, MO 65801	ELECTRIC, GAS, SEWER, & WATER	8728160394	$107
CITY WATER LIGHT & POWER, SPRINGFIELD IL	300 S. 7TH STREET, RM 101, SPRINGFIELD, IL 62757-0001	ELECTRIC, SEWER, & WATER	116203592-00111363; 816440953-00111363	$96
CLARK PUBLIC UTILITIES	1200 FORT VANCOUVER WAY, VANCOUVER, WA 98663	ELECTRIC	7208-069-0; 7208-232-4	$108
COBB PLACE PROPERTY LLC	7 E. CONGRESS STREET, STE 900A, SAVANNAH, GA 31401	OTHER SERVICES, SEWER, & WATER	1085808	$2

Name of Utility Company	Address	Utility Service	Utility Account Number[1]	Approximate Monthly Amount
COLUMBIA GAS OF OHIO	290 W. NATIONWIDE BOULEVARD, COLUMBUS, OH 43215	GAS	12476836 013 000 5; 12476836 017 000 1; 12962729 003 000 5; 12962729 006 000 2	$167
COLUMBIA GAS OF VIRGINIA	60 COMMERCE PARKWAY, FREDERICKSBURG, VA 22406	GAS	13574573 004 000 3; 17634312 003 000 5	$62
COMCAST CABLE COMMUNICATIONS MANAGEMENT LLC	ONE COMCAST CENTER, PHILADELPHIA, PA 19103	TELECOMMUNICATIONS	960239476	$9,380
COMED	10 S. DEARBORN STREET, FL 53, CHICAGO, IL 60603	ELECTRIC & OTHER SERVICES	2135855936; 2531591222; 3942140100; 9101753000; 9616478000	$328
COMPLETE SOLUTIONS & SOURCING INC	1022 LOWER S. STREET, PEEKSKILL, NY 10566	WASTE MANAGEMENT	PECO-133	$21
CON EDISON	390 W. ROUTE 59, SPRING VALLEY, NY 10977-5300	ELECTRIC & GAS	15684340001; 46875210000; 47062610002	$4,044

Name of Utility Company	Address	Utility Service	Utility Account Number[1]	Approximate Monthly Amount
CONNEXUS ENERGY	14601 RAMSEY BOULEVARD, RAMSEY, MN 55303	ELECTRIC	759577-276334	$63
CONSENSUS CLOUD SOLUTIONS INC	700 S. FLOWER STREET, 15TH FLOOR, LOS ANGELES, CA 90017	TELECOMMUNICATIONS	36179 / 5208	$91
CONSERVICE	750 S. GATEWAY DRIVE, RIVER HEIGHTS, UT 84321	SEWER & WATER	17523858; 17776974	$30
CONSTELLATION NEWENERGY	1310 POINT STREET, BALTIMORE, MD 21231	ELECTRIC	6479627; 6484261; 6486542; 6497979; 6509639; 6511894; 5464980-0	$1,259
CONSUMERS ENERGY	ONE ENERGY PLAZA, JACKSON, MI 49201	ELECTRIC & GAS	100063399065; 103002795237; 1030 4158 9401	$143
CORPORATE SERVICES CONSULTANTS, LLC	1015 N. GAY STREET, DANDRIDGE, TN 37725	WASTE MANAGEMENT	T006016; T012450; T012850; T019971; T022088; T027083; T028318; T035789	$379

Name of Utility Company	Address	Utility Service	Utility Account Number[1]	Approximate Monthly Amount
COUNTY OF HENRICO, VA	4301 E. PARHAM ROAD, HENRICO, VA 23228	SEWER & WATER	0056182-00416612	$19
COUNTY WASTE - ULSTER	465 ROSS RULAND ROAD, SOUTH CAIRO, NY 12482	WASTE MANAGEMENT	6220-566822	$5
CPS ENERGY	500 MCCULLOUGH AVENUE, SAN ANTONIO, TX 78215	ELECTRIC & OTHER SERVICES	300-2872-468	$81
CROMWELL FIRE DISTRICT-WATER DIVISION	ONE W. STREET, 2ND FLOOR, CROMWELL, CT 06416-2123	WATER	162110	$6
CWPM, LLC	25 NORTON PLACE, PLAINVILLE, CT 06062	RECYCLING & WASTE MANAGEMENT	14211800	$39
DOMINION VA/NC POWER	600 E. CANAL STREET, RICHMOND, VA 23219	ELECTRIC	33199860; 204845853; 3641970003	$156

Name of Utility Company	Address	Utility Service	Utility Account Number[1]	Approximate Monthly Amount
DTE ENERGY	ONE ENERGY PLAZA, DETROIT, MI 48226	ELECTRIC & GAS	920046664768; 9100 270 2028 8; 9100 270 2050 2; 9200 381 8936 0	$300
DUKE ENERGY	525 S. TRYON STREET, CHARLOTTE, NC 28202	ELECTRIC & GAS	910088025886; 910117652058; 910119665374; 910119988164; 910122553572	$560
EASLEY COMBINED UTILITIES, SC	110 PEACHTREE STREET, EASLEY, SC 29641	ELECTRIC	66060002	$162
EAST BRUNSWICK TWP WATER/SEWER	25 HARTS LANE, EAST BRUNSWICK, NJ 08816	WATER	1318-48	$21
EDGE UTILITIES	ONE MOOCK ROAD, STE 201, WILDER, KY 41071	SEWER & WATER	241592; 298182	$44
ELIZABETHTOWN GAS	520 GREEN LANE, UNION TOWNSHIP, NJ 07083	GAS	7354944930	$60

Name of Utility Company	Address	Utility Service	Utility Account Number[1]	Approximate Monthly Amount
ENBRIDGE GAS OHIO	1201 E 55TH STREET, CLEVELAND, OH 44103	GAS	1 5000 3517 3970; 1 5000 4048 2032; 1 5000 4998 3710; 1 5000 5030 4128	$198
ENDICOTT PLAZA SHOPPING CENTER	20630 HARVER AVENUE STE 107., C/O PETZOLD ENTERPRIZES, HARPER WOODS. MILWAUKEE, WI 48225	WATER	WW LOCID # 27190	$16
ENTERGY LOUISIANA, INC.	4809 JEFFERSON HIGHWAY, JEFFERSON, LA 70121	ELECTRIC	95975413	$50
EVERGY KS MO METRO MO WEST	1200 MAIN STREET, KANSAS CITY, MO 64105	ELECTRIC	259840436; 2155258983; 2364731548	$217
EVERSOURCE ENERGY	247 STATION DRIVE, WESTWOOD, MA 02090	ELECTRIC & GAS	5109 408 5008; 5139 718 5083; 5157 963 4072; 5188 712 4097; 5700 407 0017; 5756 407 0092; 5765 908 5047; 5794 847 5025; 7100 278 6664; 7200 087 6119	$1,097

Name of Utility Company	Address	Utility Service	Utility Account Number[1]	Approximate Monthly Amount
EVESHAM MUA	100 SHARP ROAD, MARLTON, NJ 08053	SEWER & WATER	16240-0	$22
FAYETTEVILLE PUBLIC WORKS COMMISSION	955 OLD WILMINGTON ROAD, FAYETTEVILLE, NC 28301	ELECTRIC, SEWER, & WATER	5528510000	$189
FLOOD BROTHERS DISPOSAL & RECYCLING	17 W. 609 14TH STREET, OAKBROOK TERRACE, IL 60181	WASTE MANAGEMENT	01-0227702 7	$28
FLORIDA POWER & LIGHT COMPANY	700 UNIVERSE BOULEVARD, JUNO BEACH, FL 33408	ELECTRIC	05662-15083; 10402-44061; 11122-06261; 14494-81439; 30397-86292; 89953-30175	$330
FORT COLLINS UTILITIES	CITY HALL W., 300 LAPORTE AVENUE, FORT COLLINS, CO 80521	ELECTRIC	602458-45997	$80
GEORGIA NATURAL GAS	30 IVAN ALLEN JR. BOULEVARD, NW. ATLANTA, GA 30308	GAS	005167544-5145663	$45

Name of Utility Company	Address	Utility Service	Utility Account Number[1]	Approximate Monthly Amount
GEORGIA POWER	96 ANNEX @ SOUTHERN COMPANY, ATLANTA, GA 30396	ELECTRIC	17435-03041; 40594-28049	$211
GFL ENVIRONMENTAL INC	7401 FOXLEY ROAD, UPPER MARLBORO, MD 20772	WASTE MANAGEMENT	1476335; P42959	$141
GOLDEN STATE WATER CO.	630 E. FOOTHILL BOULEVARD, SAN DIMAS, CA 91773	SEWER, WASTE MANAGEMENT, & WATER	31510500007; 53867460213; 79464390701	$203
GREATER PEORIA SANITARY DISTRICT	2322 S. DARST STREET, PEORIA, IL 61607-2093	SEWER	1407719.05	$6
GROOT INC	801 ADLAI STEVENSON DRIVE, SPRINGFIELD, IL 62703	WASTE MANAGEMENT	3096-204980	$22
HIXSON UTILITY DISTRICT, TN	5201 HIXSON PIKE, HIXSON, TN 37343	SEWER & WATER	22702193-01	$26

Name of Utility Company	Address	Utility Service	Utility Account Number[1]	Approximate Monthly Amount
ILLINOIS AMERICAN WATER	1 WATER STREET, CAMDEN, NJ 08102	WATER	1025-210003497769	$23
INDIAN RIVER COUNTY UTILITIES, FL	1801 27TH STREET, VERO BEACH, FL 32960	SEWER & WATER	0020612-082812	$16
INDIANA MICHIGAN POWER	1 RIVERSIDE PLAZA, COLUMBUS, OH 43215	ELECTRIC	045-746-465-3-7	$15
IOWA AMERICAN WATER COMPANY	3409 RESEARCH PARKWAY, DAVENPORT, IA 52806	WATER	1011-210000037519	$5
JAMAICA ASH & RUBBISH REMOVAL CO.	173 SCHOOL STREET, WESTBURY, NY 11590	WASTE MANAGEMENT	9913	$37
JEA	225 N. PEARL STREET, JACKSONVILLE, FL 32202	ELECTRIC	541724200; 4413 TOWN CENTER PKWY STE 223 - E	$66

Name of Utility Company	Address	Utility Service	Utility Account Number[1]	Approximate Monthly Amount
JERSEY CENTRAL POWER & LIGHT	101 CRAWFORDS CORNER ROAD, BUILDING 1, STE 511, HOLMDEL, NJ 07733	ELECTRIC	100088100993	$77
KANSAS GAS SERVICE	15 E. FIFTH STREET, TULSA, OK 74103	GAS	510304507 1098804 73	$80
LAKE COUNTY DEPT OF PUBLIC WORKS, IL	650 W. WINCHESTER ROAD, LIBERTYVILLE, IL 60048	SEWER & WATER	0324776-042040773	$19
LAKE COUNTY DEPT OF UTILITIES, OH	105 MAIN STREET, PAINESVILLE, OH 44077	SEWER	D306131400	$15
LEES SUMMIT WATER UTILITY	1200 SE. HAMBLEN ROAD, LEES SUMMIT, MO 64081	SEWER & WATER	138124; 114187138128	$33
LEVEL 3 COMMUNICATIONS LLC A LUMEN TECHNOLOGIES COMPANY	100 CENTURYLINK DRIVE, MONROE, LA 71203	TELECOMMUNICATIONS	5-CTGJHF38	$668

Name of Utility Company	Address	Utility Service	Utility Account Number[1]	Approximate Monthly Amount
LIBERTY UTILITIES - NH	75 REMITTANCE DRIVE, STE 1032, CHICAGO, IL 60675-1032	ELECTRIC	200003636475	$93
LINCOLN ELECTRIC SYSTEM	9445 ROKEBY ROAD, LINCOLN, NE 68526	ELECTRIC & OTHER SERVICES	2093280	$112
LOS ANGELES DEPT OF WATER & POWER	111 N. HOPE STREET, LOS ANGELES, CA 90012	ELECTRIC	197 984 1000	$162
LOUISVILLE GAS & ELECTRIC	220 W. MAIN STREET, LOUISVILLE, KY 40202	ELECTRIC & GAS	350005597249; 3000-0778-7728; 3000-0778-7827	$454
LOUISVILLE WATER COMPANY	550 S. THIRD STREET, LOUISVILLE, KY 40202	SEWER & WATER	7235500000	$41
MAGGIO SANITATION SERVICES, INC.	88 OLD DOCK ROAD, YAPHANK, NY 11980	WASTE MANAGEMENT	14-00044130-0	$52

Name of Utility Company	Address	Utility Service	Utility Account Number[1]	Approximate Monthly Amount
MCUD-MANATEE COUNTY UTILITIES DEPARTMENT	3647 CORTEZ ROAD, WEST BRADENTON, FL 34210	OTHER SERVICES & WASTE MANAGEMENT	100208007	$17
MDC ENVIRONMENTAL SERVICES	1050 GREENLEE STRET, MARENGO, IL 60152	WASTE MANAGEMENT	3084-503110	$37
MIDAMERICAN ENERGY COMPANY	666 GRAND AVENUE, DES MOINES, IA 50303	ELECTRIC & GAS	17831-23049; 73560-08041	$199
MILLENNIUM WASTE, INC	3 WATERWAY SQUARE PLACE, #110 THE WOODLANDS, TX 77380	WASTE MANAGEMENT	3081-9021251	$34
MODERN DISPOSAL SERVICES INC	4746 MODEL CITY ROAD, STE 100, MODEL CITY, NY 14107	WASTE MANAGEMENT	55446; 055445-0001	$68
MONTGOMERY COUNTY ENVIRONMENTAL SVS, OH	1850 SPAULDING ROAD, KETTERING, OH 45432	SEWER & WATER	407671-553702	$20

Name of Utility Company	Address	Utility Service	Utility Account Number[1]	Approximate Monthly Amount
MUNICIPALITY OF BETHEL PARK, PA	5100 W. LIBRARY AVENUE, BETHEL PARK, PA 15102	SEWER	220012188769	$9
NATIONAL FUEL	6363 MAIN STREET, WILLIAMSVILLE, NY 14221	GAS	6931997 09	$26
NATIONAL GRID	170 DATA DRIVE, WALTHAM, MA 02451	ELECTRIC & GAS	89185-09009	$96
NATIONAL GRID - NEW YORK	2 HANSON PLACE, BROOKLYN, NY 11217	ELECTRIC & GAS	55687-35138; 58836-35108; 60636-35107	$91
NATIONAL GRID - PITTSBURGH	801 PENNSYLVANIA AVENUE NW, WASHINGTON, DC 20004	ELECTRIC & GAS	07145-13005; 10752-69001; 54216-86012; 56265-51009; 79153-87000; 82100-52009; 90626-62005; 93543-76005	$693
NEW JERSEY AMERICAN WATER COMPANY	1 WATER STREET, CAMDEN, NJ 08102	WATER	1018-220021413612	$202

Name of Utility Company	Address	Utility Service	Utility Account Number[1]	Approximate Monthly Amount
NEW YORK STATE ELECTRIC & GAS	80 STATE STREET, ALBANY, NY 12207	ELECTRIC & GAS	10036075199	$91
NICOR GAS	801 ADLAI STEVENSON DRIVE, SPRINGFIELD, IL 62703	GAS	1200641297 2; 1544141577 3; 8776313862-2	$96
NJNG	1415 WYCKOFF ROAD, WALL, NJ 07719	GAS	22-0014-0150-51	$98
NORTH SHORE GAS	231 W. MICHIGAN STREET, MILWAUKEE, WI 53203	GAS	0607788253-00002; 0609399057-00001	$108
NRG BUSINESS	910 LOUISIANA STREET, HOUSTON, TX 77002	ELECTRIC	22 539 241-4; 22 554 461-8; 22 590 505-8; 22 601 666-5; 22 621 481-5	$471
NV ENERGY	701 S. CARSON STREET, STE 200, CARSON CITY, NV 89701	ELECTRIC	3000363786715270000; 3000363786721050000	$100

Name of Utility Company	Address	Utility Service	Utility Account Number[1]	Approximate Monthly Amount
NW NATURAL	250 SW TAYLOR STREET, PORTLAND, OR 97204	GAS	2735277-2	$41
OHIO EDISON	4400 EASTON COMMONS WAY, STE 125, COLUMBUS, OH 43219	ELECTRIC	110065144344; 110101672506; 110 089 410 564	$235
PACIFIC GAS & ELECTRIC	300 LAKESIDE DRIVE, OAKLAND, CA 94612	ELECTRIC, GAS, & OTHER SERVICES	1744868925-1; 7805032139-3; 9652758809-7	$614
PENNSYLVANIA AMERICAN WATER	1 WATER STREET, CAMDEN, NJ 08102	WATER	1024-220012188769	$17
PEOPLES GAS	702 N. FRANKLIN STREET, TAMPA, FL 33602	GAS	210003053258; 211002681206	$93
PIEDMONT NATURAL GAS	525 S. TRYON STREET, CHARLOTTE, NC 28202	GAS	6100 0156 6827	$20

Name of Utility Company	Address	Utility Service	Utility Account Number[1]	Approximate Monthly Amount
PLAINVIEW WATER DISTRICT	10 MANETTO HILL ROAD, PLAINVIEW, NY 11803	WATER	2231270-0	$6
PORTLAND GENERAL ELECTRIC	121 SW SALMON STREET, PORTLAND, OR 97204	ELECTRIC	1202520000	$81
PSEGLI	80 PARK PLAZA, NEWARK, NJ 07102	ELECTRIC	0016-9006-09-5; 0045-7033-08-2; 0311-3000-13-1; 0576-7000-03-6; 0586-1020-31-0	$1,053
PUBLIC SERVICE ELEC & GAS CO	80 PARK PLAZA, NEWARK, NJ 07102	ELECTRIC & GAS	66 960 056 09; 68 935 359 02; 70 004 416 07	$588
PUGET SOUND ENERGY	355 110TH AVENUE NE, BELLEVUE, WA 98004	ELECTRIC & GAS	200004464331; 200019296876; 220006357143; 220006357168	$168
QUEST RESOURCE MANAGEMENT GROUP LLC	3481 PLANO PARKWAY, STE 100, THE COLONY, TX 75056	WASTE MANAGEMENT	POWAY & POMERADO - WEIGHT WATCHERS	$55

Name of Utility Company	Address	Utility Service	Utility Account Number[1]	Approximate Monthly Amount
RELIANT ENERGY SOLUTIONS	1000 MAIN STREET, STE 2300, HOUSTON, TX 77002	ELECTRIC	21 163 498-5; 21 168 351-1; 21 193 539-0; 21 560 601 - 3	$97
REPUBLIC SERVICES	18500 NORTH ALLIED WAY, PHOENIX, AZ 85054	RECYCLING & WASTE MANAGEMENT	3-0224-4007127; 3-0224-5006617; 3-0224-5012114; 3-0240-0309725; 3-0249-7360852; 3-0352-0028114; 3-0853-1055765; 3-0853-2202706; 3-0956-0009653; 3-0974-0002953	$777
RHODE ISLAND ENERGY	280 MELROSE STREET, PROVIDENCE, RI 02907	ELECTRIC, GAS, & OTHER SERVICES	76438-60036; 79270-60014	$130
ROCHESTER GAS & ELECTRIC	80 STATE STREET, ALBANY, NY 12207	ELECTRIC & GAS	2002-3588-898	$102
RUMPKE	3990 GENERATION DRIVE, CINCINNATTI, OH 45251	WASTE MANAGEMENT	4701607797	$30

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SALT RIVER PROJECT	1500 N. MILL AVENUE, TEMPE, AZ 85288	ELECTRIC	275-518-002	$143
SAN DIEGO GAS & ELECTRIC	8330 CENTURY PARK, SAN DIEGO, CA 92123	ELECTRIC, GAS, & OTHER SERVICES	5894459801; 0062 4645 4184 2	$369
SANTEE COOPER	1 RIVERWOOD DRIVE, MONCKS CORNER, SC 29461	ELECTRIC	2548512956	$75
SCANA ENERGY	3344 PEACHTREE ROAD, NE STE 2150, ATLANTA, GA 30326	GAS	1-3101-2411-2065	$113
SHEFFIELD VILLAGE WATER DEPT	4480 COLORADO AVENUE, SHEFFIELD VILLAGE, OH 44054	SEWER & WATER	03-12045-1	$18
SHENANDOAH VALLEY ELECTRIC CO-OP	180 OAKWOOD DRIVE, ROCKINGHAM, VA 22801	ELECTRIC	1034139-001	$73

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SOUTHERN CALIFORNIA EDISON	2244 WALNUT GROVE AVENUE, ROSEMEAD, CA 91770	ELECTRIC & OTHER SERVICES	700399803631; 700405856633; 700417320114; 700573944802; 700606262168	$586
SOUTHERN CALIFORNIA GAS	555 W. 5TH STREET, LOS ANGELES, CA 90013	GAS	040 338 4569 6; 094 598 9372 4; 163 214 0538 9	$82
SOUTHWEST GAS	8360 S. DURANGO DRIVE, LAS VEGAS, NV 89113	GAS	910000184946	$23
SPIRE	700 MARKET STREET, ST. LOUIS, MO 63101	GAS	373301000; 1418961111; 1698231111	$119
TANGIPAHOA WATER DISTRICT	46463 N. MORRISON BOULEVARD, HAMMOND, LA 70401	SEWER & WATER	137544	$27
THE ILLUMINATING COMPANY	6099 ANGOLA ROAD, HOLLAND, OH 43528	ELECTRIC	11 00 57 0744 1 8; 11 00 68 1645 4 7; 11 00 79 5755 58; 11 00 79 6025 5 0	$301

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TOWN OF DANVERS, MA	1 SYLVAN STREET, DANVERS, MA 01923	ELECTRIC	01-05069002-03	$85
TOWN OF SALEM, NH	33 GEREMONTY DRIVE, UTILITY SERVICES DEPARTMENT, SALEM, NY 03079-3390	SEWER & WATER	08718-70	$8
TWILIO INC	101 SPEAR STREET, SAN FRANCISCO, CA 94105	TELECOMMUNICATIONS	ACaf95d3da01456 01b12d2246424a6e 2d9 / 1501301	$17,274
UNITIL NH GAS OPERATIONS	6 LIBERTY LANE, WEST HAMPTON, NH 03842	GAS	4140886500	$85
USA HAULTING & RECYCLING INC	555 TAYLOR ROAD, ENFIELD, CT 06082	WASTE MANAGEMENT	102348	$73
VCSA	3571 KIESSEL ROAD, THE VILLAGES, FL 32163	SEWER & WATER	V080-1430-04	$19

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VEOLIA WATER TOMS RIVER	1451 NJ-37 #2, TOMS RIVER, NJ 08755	WATER	4405247180519	$22
VERIZON COMMUNICATIONS INC	1095 AVENUE OF THE AMERICAS, NEW YORK, NY 10036	TELECOMMUNICATIONS	U0254225; U0254224; 557-328-032-0001-52; 282596002-00009; 282596002-00004; 282596002-00001	$17,543
VILLAGE OF GRAYSLAKE, IL	10 S. SEYMOUR AVENUE, GRAYSLAKE, IL 60060	WASTE MANAGEMENT	0000271008-00	$1
VILLAGE OF WESTMONT, IL	31 W. QUINCY STREET, WESTMONT, IL 60559	WATER	400433004	$14

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WALTON EMC / WALTON GAS	842 HIGHWAY 78 NW, MONROE, GA 30655	ELECTRIC & GAS	382785002; 382785003	$112
WASHINGTON GAS	6801 INDUSTRIAL ROAD, SPRINGFIELD, VA 22151	GAS	320005641875	$40
WASTE CONNECTIONS OF IA	4705 NE 22ND STREET, DES MOINES, IA 50313	RECYCLING & WASTE MANAGEMENT	3071-8153512-002	$38
WASTE CONNECTIONS OF NEW YORK INC	2630 PARK AVENUE, BRONX, NY 10451	RECYCLING & WASTE MANAGEMENT	101039878; 101048786	$1,359
WASTE CONNECTIONS OF WA INC	9411 NE 94TH AVENUE, BUILDING A, VANCOUVER, WA 98662	RECYCLING & WASTE MANAGEMENT	2010-964876	$26
WASTE HARMONICS LLC	CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808	WASTE MANAGEMENT	CUST7162	$53

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WASTE MANAGEMENT	800 CAPITOL STREET, STE 3000, HOUSTON, TX 77002	RECYCLING & WASTE MANAGEMENT	10-31591-43001; 11-65229-83008; 11-87287-83001; 12-13463-23004; 12-72700-43009; 14-10423-22375; 18-26177-53003; 20-78253-13006; 25-33866-73006; 25-34182-33000; 25-78445-43008; 5-31216-86667; 8-22855-83006; 9-04448-95004; WEIGHT WATCHERS INTERNATIONAL; WWI013497-57979; WWI023386-24403; WWI027135-727667; WWI027190-38294; WWI027357-243890; WWI085518-190180	$1,263

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WATER AUTHORITY OF WESTERN NASSAU CITY	1580 UNION TURNPIKE, NEW HYDE PARK, NY 11040	WATER	801-0083.304	$16
WE ENERGIES/WISCONSIN ELECTRIC / GAS	231 W. MICHIGAN STREET, MILWAUKEE, WI 53203	ELECTRIC & GAS	0710920188-00003; 0740889303-00001	$187
WEST BEND WATER UTILITY	1115 S. MAIN STREET, WESTBEND, WI 53095	SEWER & WATER	37.1776.02; 37.1779.02	$19
WEST MEMORIAL MUD	24624 INTERSTATE 45 N., STE 20, THE WOODLANDS, TX 77386	SEWER & WATER	60096-0960007401	$15
WEST PENN POWER	800 CABIN HILL DRIVE, GREENSBURG, PA 15601	ELECTRIC	100 117 813 897	$66
XCEL ENERGY	414 NICOLLET MALL, MINNEAPOLIS, MN 55401	ELECTRIC & GAS	51-0360479-9; 51-0787094-8; 53-0010027881-4; 53-0329590-9; 53-0629692-8	$526

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YOUNGSTOWN WATER DEPARTMENT, OH	26 S PHELPS STREET, YOUNGSTOWN, OH 44503	SEWER & WATER	172827-004	$33
ZOOM COMMUNICATIONS INC.	55 ALMADEN BOULEVARD, 6TH FLOOR, SAN JOSE, CA 95113	TELECOMMUNICATIONS	531465	$18,717