

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

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In re: : Chapter 11

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THQ INC., *et al.*, : Case No. 12 - 13398 ()

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Debtors.¹ : (Joint Administration Requested)

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DEBTORS' MOTION FOR INTERIM AND FINAL ORDERS PURSUANT TO SECTIONS 105(a) AND 366 OF THE BANKRUPTCY CODE (A) PROHIBITING UTILITIES FROM ALTERING, REFUSING, OR DISCONTINUING SERVICES TO, OR DISCRIMINATING AGAINST, THE DEBTORS ON ACCOUNT OF PREPETITION INVOICES; (B) DETERMINING ADEQUATE ASSURANCE OF PAYMENT FOR FUTURE PERFORMANCE; AND (C) ESTABLISHING PROCEDURES FOR RESOLVING REQUESTS FOR ADDITIONAL ADEQUATE ASSURANCE OF PAYMENT

THQ Inc. (“**THQI**”) and its affiliated debtors in the above-referenced chapter 11 cases, as debtors and debtors in possession (together, the “**Debtors**”, each, a “**Debtor**” and, collectively with their non-debtor affiliates, “**THQ**”) submit this motion (the “**Motion**”) for entry of interim and final orders substantially in the forms annexed hereto as **Exhibit A** and **Exhibit B** (the “**Interim Order**” and “**Final Order**” respectively) pursuant to sections 105(a) and 366 of title 11 of the United States Code (the “**Bankruptcy Code**”): (a) prohibiting the Utility Providers (defined below) from (i) altering, refusing, or discontinuing utility services to, or discriminating against, the Debtors on account of any outstanding amounts for services rendered prepetition, (ii) requiring additional adequate assurance of payment as a condition to providing utility service or (iii) drawing upon any existing security deposit, surety bond or other form of security to secure future payment for utility services; (b) determining that adequate assurance of

¹ The Debtors in these chapter 11 cases and the last four digits of each Debtor’s taxpayer identification number are as follows: THQ Inc. (1686); THQ Digital Studios Phoenix, Inc. (1056); THQ Wireless, Inc. (7991); Volition, Inc. (4944); and Vigil Games, Inc. (8651). The Debtors’ principal offices are located at 29903 Agoura Road, Agoura Hills, CA 91301.



payment for postpetition utility services has been furnished to the Utility Providers providing services to the Debtors; and (c) establishing procedures for resolving requests by any Utility Provider for additional adequate assurance of payment. In support of the Motion, the Debtors rely upon and incorporate by reference the *Declaration of Brian Farrell in Support of the Debtors' Chapter 11 Petitions and Requests for First Day Relief* (the "**Farrell First Day Declaration**"), which was filed with the Court concurrently herewith. In further support of this Motion, the Debtors respectfully represent:

JURISDICTION

1. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 1334(b) and 157, and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware* dated as of February 29, 2012. This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409. The statutory predicates for the relief requested herein are sections 105(a) and 366 of the Bankruptcy Code.

BACKGROUND

2. On the date hereof (the "**Petition Date**"), each of the Debtors commenced a voluntary case under chapter 11 of Bankruptcy Code. Pursuant to sections 1107(a) and 1108 of the Bankruptcy Code, the Debtors are continuing to manage their financial affairs as debtors in possession.

3. Contemporaneously herewith, the Debtors filed a motion seeking joint administration of their chapter 11 cases (the "**Chapter 11 Cases**") pursuant to Rule 1015(b) of the Bankruptcy Rules and Rule 1015-1 of the Local Rules of Practice and Procedure of the

United States Bankruptcy Court for the District of Delaware (the “**Local Rules**”). No trustee, examiner, or official committee of unsecured creditors has been appointed in these cases.

4. Information regarding the Debtors’ history and business operations, capital structure and primary secured indebtedness, and the events leading up to the commencement of these Chapter 11 Cases can be found in the Farrell First Day Declaration.

RELIEF REQUESTED

5. Section 366 of the Bankruptcy Code prohibits a utility company, within the first 30 days after the filing of a chapter 11 case, from altering, refusing, or discontinuing services to, or discriminating against, a debtor solely on the basis of the commencement of bankruptcy proceedings or the debtor’s failure to pay a prepetition debt. 11 U.S.C. § 366(a). Once the initial thirty days have expired, a utility company may discontinue services if the debtor has not provided the utility company with “adequate assurance of payment for utility service that is satisfactory to the utility.” 11 U.S.C. § 366(c)(2).

6. By this Motion, the Debtors respectfully request entry of interim and final orders, pursuant to sections 105(a) and 366 of the Bankruptcy Code, in the forms attached hereto as **Exhibit A** and **Exhibit B** respectively: (a) prohibiting the Utility Providers (defined below) from (i) altering, refusing, or discontinuing utility services to, or discriminating against, the Debtors on account of any outstanding amounts for services rendered prepetition, (ii) requiring additional adequate assurance of payment as a condition to providing utility service or (iii) drawing upon any existing security deposit, surety bond or other form of security to secure future payment for utility services; (b) determining that adequate assurance of payment for postpetition utility services has been furnished to the Utility Providers providing services to the Debtors; and

(c) establishing procedures for resolving requests by any Utility Provider for additional adequate assurance of payment.

7. Uninterrupted Utility Services (defined below) are essential to the continued operation of the Debtors' businesses and, consequently, to the success of the Chapter 11 Cases. The Debtors maintain large studio and computer operations that depend on the constant and reliable provision of Utility Services. A termination of or disruption in Utility Services would significantly disrupt the Debtors' businesses and could reduce their revenue and profits, thereby jeopardizing the Debtors' chances for a successful reorganization. Accordingly, the relief requested herein is necessary and in the best interests of the Debtors' estates and their creditors.

Description of Utility Services and Utility Providers

8. In the normal course of their businesses, the Debtors obtain traditional utility services related to the day-to-day operation and/or maintenance of their United States facilities from approximately thirty-one (31) different utility providers (each, a "**Utility Provider**" and collectively, the "**Utility Providers**"), for electricity, water, gas, local and long-distance telecommunication services, data service, fiber transmission, waste disposal, sewer service and other services (the "**Utility Services**"). The Utility Providers include, without limitation, the entities set forth on the list attached hereto as **Exhibit C** (the "**Utility Providers List**").² On an aggregate monthly basis, the Debtors spend approximately \$138,687.55 for the various Utility Services. The Debtors have consistently made payments to the Utility Providers on a regular and timely basis. To the Debtors' knowledge, there are no material defaults or

² The inclusion of any entity on, or any omission of any entity from, the Utility Providers List is not an admission by the Debtors that such entity is or is not a utility within the meaning of section 366 of the Bankruptcy Code, and the Debtors reserve their rights with respect thereto.

arrears with respect to the Debtors' undisputed invoices for Utility Services, other than the payment interruptions that may be caused by the commencement of the Chapter 11 Cases.

Proposed Adequate Assurance

9. Consistent with section 366(c)(1)(A) of the Bankruptcy Code, which defines the phrase "assurance of payment" to include, among other things, a cash deposit, the Debtors propose to deposit, within 20 days of the Petition Date, an amount equal to the cost of two weeks' supply of Utility Services, calculated on the basis of the historical average cost over the past year (the "**Adequate Assurance Deposit**") into one segregated bank account designated for the Adequate Assurance Deposit (the "**Adequate Assurance Deposit Account**") for the benefit of all Utility Providers. During the past 52 weeks, the Debtors paid an average of approximately \$138,687.09 per month on account of all Utility Services.

10. The Debtors propose to deposit \$69,343.55, equal to approximately fifty percent (50%) of the Debtors' estimated monthly cost of the Utility Services, into the Adequate Assurance Deposit Account within 20 days of the Petition Date through at least the final hearing on the Motion. Thereafter, the Debtors propose to adjust the amount in the Adequate Assurance Account to reflect several factors: (i) the termination of Utility Services by the Debtors regardless of any Additional Assurance Requests (as defined below), (ii) agreements with Utility Providers, and (iii) to remove from the monthly spending figure cited in the preceding paragraph any amount spent on Utility Services from Utility Providers that already hold deposits or other security from the Debtors for such Utility Services. These adjustments will permit the Debtors to maintain the Adequate Assurance Account with an amount that consistently provides the Utility Providers that do not otherwise hold deposits or security for their Utility Services with a half-month deposit on account of such services.

11. The Debtors submit that the Adequate Assurance Deposit and maintenance thereof as described above, in conjunction with the Debtors' ability to pay for future utility services in the ordinary course of business (together, the "**Proposed Adequate Assurance**"), constitutes sufficient adequate assurance of future payment to the Utility Providers to satisfy the requirements of section 366 of the Bankruptcy Code. However, if any Utility Provider believes additional assurance is required, they may request such assurance pursuant to the procedures described below.

Proposed Adequate Assurance Procedures

12. In light of the severe consequences to the Debtors of any interruption in services by the Utility Providers, but recognizing the right of each Utility Provider to evaluate the Proposed Adequate Assurance on a case-by-case basis, the Debtors request that the Court approve and adopt the following procedures (the "**Adequate Assurance Procedures**") for any Utility Provider not satisfied with the Proposed Adequate Assurance to request additional adequate assurance (an "**Additional Assurance Request**"):

a. Within three business days after the date the Interim Order is docketed, the Debtors will mail a copy of the Interim Order to the Utility Providers on the Utility Providers List;

b. If a Utility Provider is not satisfied with the Proposed Adequate Assurance and seeks additional assurance of payment in the form of a deposit, letter of credit, prepayment, or otherwise, it must serve an Additional Assurance Request upon the following parties: (i) THQ Inc., 29903 Agoura Hills Road, Agoura Hills, CA 91301 (Attn: Ed Kaufman); and (ii) proposed counsel to the Debtors, Gibson, Dunn & Crutcher LLP, 333 South Grand Avenue, Los Angeles, CA 90071 (Attn: Jeffrey C. Krause, Esq.) and Young Conaway Stargatt & Taylor, LLP, Rodney Square, 1000 North King Street, Wilmington, DE 19801 (Attn: Jaime Luton Chapman, Esq.) (collectively, the "**Notice Parties**");

c. Each 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); (iv) describe any deposits or other security currently held by the objecting Utility Provider; (v) explain whether the Debtors prepay for the Utility Provider's services or what payment terms presently apply to the Debtors; (vi) explain why the objecting Utility

Provider believes the Proposed Adequate Assurance is not sufficient adequate assurance of future payment; (vii) identify and explain the basis of the Utility Provider's proposed adequate assurance requirement under section 366(c)(2) of the Bankruptcy Code; and (viii) **be actually received by the Notice Parties on or before the date that is 30 days after the Interim Order is docketed;**

d. Upon the Notice Parties' receipt of an Additional Assurance Request at the address set forth in subparagraph (b) above, the Debtors shall have the greater of (i) 14 days from the receipt of such Additional Assurance Request, (ii) 20 days from the Petition Date, or (iii) such other period as agreed between the Debtors and the applicable Utility Provider (collectively, the "**Resolution Period**") to negotiate with such Utility Provider to resolve such Provider's Additional Assurance Request;

e. The Debtors may, in their discretion, resolve an Additional Assurance Request by mutual agreement with the requesting Utility Provider without further notice to the Court or any other party in interest and may, in connection with any such agreement and in their discretion, provide a Utility Provider with additional adequate assurance of future payment, including, but not limited to, cash deposits, prepayments, and/or other forms of security, without further order of the Court to the extent the Debtors believe such additional assurance is reasonable in the exercise of their business judgment;

f. If the Debtors determine that a timely received Additional Assurance Request is not reasonable and are unable to reach an alternative resolution with the Utility Provider during the Resolution Period, the Debtors will file a motion with the Court to request a hearing before the Court within a reasonable time after the receipt of the Additional Assurance Request to determine the adequacy of assurance of payment with respect to a particular Utility Provider (the "**Determination Motion**") pursuant to section 366(c)(3) of the Bankruptcy Code;³

g. Pending resolution of any such Determination Motion, any such Utility Provider shall be prohibited from altering, refusing, or discontinuing service to the Debtors on account of unpaid charges for prepetition services, the filing of the Chapter 11 Cases, or any objection to the adequacy of the Proposed Adequate Assurance; and

h. The Debtors may, in their discretion, resolve any Determination Motion by mutual agreement with the requesting Utility Provider without further notice to the Court or any other party in interest and may, in connection with any such agreement and in their discretion, provide a Utility Provider with additional adequate assurance of future payment, including, but not limited to, a cash deposit, prepayment, letter of credit, and/or other forms of security, without further order of the Court to the extent the Debtors believe that such additional assurance is reasonable in the exercise of their business judgment and the Debtors may, by mutual agreement with the objecting Utility Provider and without further order of the Court, reduce the Adequate Assurance Deposit by an amount not exceeding the objecting Utility Provider's estimated two-week utility expense.

³ Section 366(c)(3)(A) of the Bankruptcy Code provides that "[o]n request of a party in interest and after notice and a hearing, the court may order modification of the amount of an assurance of payment . . ." 11 U.S.C. § 366(c)(3)(A).

Subsequent Modification of the Utility Providers List

13. The Debtors request that they be allowed, without further order of the Court, to supplement the Utility Providers List if any Utility Provider has been inadvertently omitted from the list (each an “**Additional Utility Provider**”). If the Debtors determine that the Utility Providers List should be supplemented, the Debtors will as soon as practicable file with the Court a supplement to **Exhibit C** adding the name of any Additional Utility Provider (the “**Supplement**”) to the Utility Providers List. The Debtors will then serve by email or by facsimile transmission (or, where the Debtors do not have the email address or fax number of a Utility Provider, by First Class Mail) a copy of this Motion and the signed Interim or Final Order on any Additional Utility Provider.

14. The Debtors request that any Additional Utility Provider be subject to the terms of the Interim and Final Orders. The Additional Utility Provider shall have 30 days from the date of service of this Motion and the Interim or Final Order to make an Additional Assurance Request as outlined above. Should an Additional Utility Provider be added to the Utility Providers List, the Debtors will not be required to increase the amounts of deposit in the Adequate Assurance Deposit Account.

Request for Final Hearing

15. The Debtors request a final hearing on this Motion to be held within thirty (30) days of the Petition Date to ensure that, if a Utility Provider argues that it can unilaterally refuse service to any of 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 Utility Services.

BASIS FOR RELIEF REQUESTED

A. Section 366 of the Bankruptcy Code Grants the Court the Discretion to Determine the Adequacy of the Debtors' Proposed Assurance

16. Congress enacted section 366 of the Bankruptcy Code to protect a debtor from immediate termination of utility services after filing for bankruptcy, while at the same time providing the utility companies with adequate assurance of payment for postpetition utility services. *See* H.R. Rep. No. 95-595, at 350 (1978), *reprinted in* 1978 U.S.C.C.A.N. 5963, 6306. Section 366 defines “assurance of payment” to mean several forms of security, including, cash deposits, letters of credit, and prepayment of utility services. 11 U.S.C. § 366(c)(1)(A). Section 366(c)(1)(B) explicitly excludes, however, offering administrative expense priority as adequate assurance of payment.

17. While section 366(c) of the Bankruptcy Code sets forth what constitutes adequate assurance of payment, the bankruptcy court nonetheless retains discretion to determine what, if any, adequate assurance is necessary to satisfy section 366’s requirement that assurance of payment must only be adequate. *See In re Adelpia Bus. Solutions, Inc.*, 280 B.R. 63, 80 (Bankr. S.D.N.Y. 2002) (“The bankruptcy courts are in agreement that section 366(b) vests in the bankruptcy court the exclusive responsibility for determining the appropriate security which a debtor must provide to his utilities to preclude termination of service for non-payment of pre-petition utility bills.”); *In re Begley*, 41 B.R. 402, 405-06 (E.D. Pa. 1984), *aff’d*, 760 F.2d 46 (3d Cir. 1985). Accordingly, a court is not required to give the utility companies an “absolute guarantee of payment,” or require that the adequate assurance take the form of a deposit, bond, letter of credit, or similar security. *In re Caldor, Inc. – N.Y.*, 199 B.R. 1, 3 (S.D.N.Y. 1996), *aff’d*, 117 F.3d 646 (2d Cir. 1997).

18. Rather, in considering the facts and circumstances of each case, the Court must only ensure that the utility is not subject to an unreasonable risk of non-payment for postpetition services. See *In re Adelphia*, 280 B.R. at 80; *Mass. Elec. Co. v. Keydata Corp. (In re Keydata Corp.)*, 12 B.R. 156, 158 (B.A.P. 1st Cir. 1981). The Court, therefore, must strike a balance between satisfying the utility company's need for adequate assurance and ensuring that the debtor gives no more than what is adequate, as the debtor has a conflicting need to conserve financial resources. See *In re Magnesium Corp. of Am.*, 278 B.R. 698, 714 (Bankr. S.D.N.Y. 2002) (holding that to require the debtor to allocate valuable liquidity to provide further "adequate assurance" to satisfy a utility's obligations before their amount has been fixed would prejudice the entirety of the debtor's unsecured creditor body for the benefit of a single one).

19. In determining whether a utility is subject to an unreasonable risk of non-payment, the Court may consider whether the utility would seek the same additional security from another non-bankruptcy debtor. See *In re Caldor, Inc. – N.Y.*, 199 B.R. at 3 (finding that the utility companies were not seeking additional security for an adequate assurance of future payment, but solely because their monopoly position permitted them to capitalize on the debtors' bankruptcy filing); *Whittaker v. Phila. Elec. Co. (In re Whittaker)*, 84 B.R. 934, 941–42 (Bankr. E.D. Pa. 1988), *aff'd*, 92 B.R. 110 (E.D. Pa. 1988), *aff'd*, 882 F.2d 791 (3d Cir. 1989). The Court may not consider, however, the absence of security before the petition date, the debtor's history of timely payments, or the availability of an administrative expense priority. 11 U.S.C. § 366(c)(3)(B).

B. The Debtors' Proposed Adequate Assurance Is Routinely Upheld as Adequate By Courts in this District

20. Given that this Court has the discretion to determine the assurance necessary to satisfy the Utility Providers' needs, the Debtors submit that the Proposed Adequate

Assurance is more than adequate to ensure that the Debtors will meet their postpetition utility obligations. Indeed, the Debtors' proposal comports with a recent case decided after the enactment of the Bankruptcy Abuse Prevention and Consumer Protection Act of 2005 and numerous orders entered by this and other bankruptcy courts. *See, e.g., In re Pure Beauty Salons & Boutiques, Inc.*, Case No. 11-13159 (MFW) (Bankr. D. Del. Oct. 5, 2011 (interim order), Oct. 28, 2011 (final order)); *In re Nebraska Book Co., Inc.*, Case No. 11-12005 (PJW) (Bankr. D. Del. June 28, 2011 (interim order), July 21 (final order)); *In re Perkins & Marie Callender's Inc.*, Case No. 11-11795 (KG) (Bankr. D. Del. June 14, 2011 (interim order), July 12, 2011 (final order)); *In re Smurfit-Stone Container Corp.*, Case No. 09-10235 (BLS) (Bankr. D. Del. Jan. 27, 2009 (interim order), Feb. 23, 2009 (final order)); *In re Tribune Co.*, Case No. 08-13141 (KJC) (Bankr. D. Del. Dec. 10, 2008 (interim order), Jan. 15, 2009 (final order)); *In re Linens Holdings Co.*, Case No. 08-10832 (CSS) (Bankr. D. Del. May 2, 2008 (interim order), May 27, 2008 (final order)).

21. Because the Debtors' receipt of uninterrupted Utility Services is vital to the Debtors' continued business operations and, consequently, to the success of their Chapter 11 Cases, the relief requested herein is necessary and in the best interests of the Debtors, their estates and creditors. Such relief ensures that the Debtors' business operations will not be disrupted and provides Utility Companies and the Debtors with an orderly, fair procedure for determining "adequate assurance."

22. Based upon the foregoing, the Debtors submit that the relief requested herein should be granted.

**IMMEDIATE RELIEF IS NECESSARY
TO AVOID IMMEDIATE AND IRREPARABLE HARM**

23. Bankruptcy Rule 6003 provides that “[e]xcept to the extent that relief is necessary to avoid immediate and irreparable harm, the court shall not, within 21 days after the filing of the petition, grant relief regarding . . . a motion to use, sell, lease, or otherwise incur an obligation regarding property of the estate, including a motion to pay all or part of a claim that arose before the filing of the petition” Fed. R. Bankr. P. 6003(b). As described herein, the Debtors will suffer immediate and irreparable harm without Court authorization to pay all undisputed invoices for Utility Services rendered by the Utility Providers to the Debtors after the Petition Date, and to provide the Adequate Assurance Deposit for the benefit of the Utility Providers. If the relief is not granted, the Debtors’ operations that depend on the constant and reliable provision of Utility Services may suffer a significant disruption, reducing their revenue and profits, and thereby causing immediate and irreparable harm to the Debtors’ estates. Accordingly, the Debtors submit that Bankruptcy Rule 6003 has been satisfied and the relief requested herein should be granted.

REQUEST FOR WAIVER OF BANKRUPTCY RULES 6004(a) AND (h)

24. To implement the foregoing immediately, the Debtors respectfully request a waiver of the notice requirements under Bankruptcy Rule 6004(a).

25. Furthermore, to implement the foregoing immediately, the Debtors respectfully request a waiver of any stay of the effectiveness of the order approving this Motion. Pursuant to Bankruptcy Rule 6004(h), any “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 set forth above, the proposed payment of all undisputed invoices for Utility Services rendered by the Utility Providers to the


Debtors after the Petition Date, and the Adequate Assurance Deposit are essential to prevent potentially irreparable damages to the Debtors' business operations, value, and ability to reorganize. Accordingly, the Debtors submit that ample cause exists to justify a waiver of the 14-day stay imposed by Bankruptcy Rule 6004(h).

NOTICE

26. Notice of this Motion has been provided to: (a) the Office of the United States Trustee for the District of Delaware; (b) the Debtors forty (40) largest unsecured creditors on a consolidated basis, as identified in their chapter 11 petitions; (c) counsel for Wells Fargo Capital Finance, LLC; (d) counsel to the ad hoc committee of Debtors' prepetition unsecured noteholders; (e) counsel to Clearlake Capital Group, L.P., the proposed "stalking horse" purchaser; and (f) the Utility Providers. Notice of this Motion and any order entered hereon will be served in accordance with 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.

WHEREFORE, the Debtors respectfully request that the Court grant the relief requested herein and such other and further relief as the Court may deem just and proper.

Dated: December 19, 2012
Wilmington, Delaware



Michael R. Nestor (No. 3526)
M. Blake Cleary (No. 3614)
YOUNG CONAWAY STARGATT & TAYLOR, LLP
Rodney Square
1000 North King Street
Wilmington, Delaware 19801
Telephone: (302) 571-6600
Facsimile: (302) 571-1253

-and-

Oscar Garza (CA No. 149790)
Jeffrey C. Krause (CA No. 94053)
GIBSON, DUNN & CRUTCHER LLP
333 South Grand Avenue
Los Angeles, CA 90071-1512
Telephone: (213) 229-7000
Facsimile: (213) 229-7520

PROPOSED ATTORNEYS FOR THE DEBTORS
AND DEBTORS IN POSSESSION

**EXHIBIT A
PROPOSED INTERIM ORDER**

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

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In re: : Chapter 11
: :
THQ INC., *et al.*, : Case No. 12 - 13398 (____)
: :
Debtors.¹ : Jointly Administered
: :
: RE: Docket No. ____
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**INTERIM ORDER (A) PROHIBITING UTILITIES FROM ALTERING, REFUSING,
OR DISCONTINUING SERVICES TO, OR DISCRIMINATING AGAINST, THE
DEBTORS ON ACCOUNT OF PREPETITION INVOICES; (B) DETERMINING
ADEQUATE ASSURANCE OF PAYMENT FOR FUTURE PERFORMANCE; AND (C)
ESTABLISHING PROCEDURES FOR RESOLVING REQUESTS FOR ADDITIONAL
ADEQUATE ASSURANCE OF PAYMENT**

Upon the Motion² of THQ Inc. and its affiliated debtors and debtors in possession in the above-captioned cases (collectively, the “**Debtors**”), for entry of interim and final orders (a) prohibiting the Utility Providers (defined below) from (i) altering, refusing, or discontinuing utility services to, or discriminating against, the Debtors on account of any outstanding amounts for services rendered prepetition, (ii) requiring additional adequate assurance of payment as a condition to providing utility service or (iii) drawing upon any existing security deposit, surety bond or other form of security to secure future payment for utility services; (b) determining that adequate assurance of payment for postpetition utility services has been furnished to the Utility Providers providing services to the Debtors; and (c) establishing procedures for resolving requests by any Utility Provider for additional adequate assurance of payment; and upon the First

¹ The Debtors in these chapter 11 cases and the last four digits of each Debtor’s taxpayer identification number are as follows: THQ Inc. (1686); THQ Digital Studios Phoenix, Inc. (1056); THQ Wireless, Inc. (7991); Volition, Inc. (4944); and Vigil Games, Inc. (8651). The Debtors’ principal offices are located at 29903 Agoura Road, Agoura Hills, CA 91301.

² All capitalized terms used and not defined herein shall have the meanings ascribed to them in the Motion.

Day Declaration in support thereof; and the Court having found that it has jurisdiction to consider this Motion pursuant to 28 U.S.C. §§ 157 and 1334; and the Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having found that the relief requested in the Motion is in the best interests of Debtors' estates, their creditors, and other parties in interest; and notice of the Motion and the opportunity for a hearing on the Motion was appropriate under the particular circumstances; and the Court having reviewed the Motion and having considered the statements in support of the relief requested therein at a hearing before the Court (the "**Hearing**"); and the Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before the Court; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

1. The Motion is granted to the extent set forth herein on an interim basis.
2. The Debtors are authorized to pay on a timely basis, in accordance with their prepetition practices, all undisputed invoices for Utility Services rendered by the Utility Providers to the Debtors after the Petition Date.
3. The Debtors shall provide an Adequate Assurance Deposit for all Utility Providers by depositing \$69,343.55, equal to approximately fifty percent (50%) of the Debtors' estimated monthly cost of the Utility Services (the "**Adequate Assurance Deposit**"), into one segregated bank account designed for the Adequate Assurance Deposit (the "**Adequate Assurance Deposit Account**") within 20 days of the Petition Date.
4. The Adequate Assurance Deposit, in conjunction with the Debtor's ability to pay for future utility services in the ordinary course of business (collectively, the

“**Proposed Adequate Assurance**”), constitutes sufficient adequate assurance of future payment to the Utility Providers to satisfy the requirements of section 366 of the Bankruptcy Code.

5. The Utility Providers are prohibited from (a) altering, refusing, or discontinuing Utility Services to, or discriminating against, the Debtors on the basis of the commencement of the Chapter 11 Cases or on account of any unpaid prepetition charges; or (b) requiring additional adequate assurance of payment other than the Proposed Adequate Assurance as a condition of the Debtors receiving such Utility Services.

6. The following Adequate Assurance Procedures are approved:

a. Within three business days after the date the Interim Order is docketed, the Debtors will mail a copy of the Interim Order to the Utility Providers on the Utility Providers List;

b. If a Utility Provider is not satisfied with the Proposed Adequate Assurance and seeks additional assurance of payment in the form of a deposit, letter of credit, prepayment, or otherwise, it must serve an Additional Assurance Request upon the following parties: (i) THQ Inc., 29903 Agoura Hills Road, Agoura Hills, CA 91301 (Attn: Ed Kaufman); and (ii) proposed counsel to the Debtors, Gibson, Dunn & Crutcher LLP, 333 South Grand Avenue, Los Angeles, CA 90071 (Attn: Jeffrey C. Krause, Esq.) and Young Conaway Stargatt & Taylor, LLP, Rodney Square, 1000 North King Street, Wilmington, DE 19801 (Attn: Jaime Luton Chapman, Esq.) (collectively, the “**Notice Parties**”);

c. Each 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); (iv) describe any deposits or other security currently held by the objecting Utility Provider; (v) explain whether the Debtors prepay for the Utility Provider’s services or what payment terms presently apply to the Debtors; (vi) explain why the objecting Utility Provider believes the Proposed Adequate Assurance is not sufficient adequate assurance of future payment; (vii) identify and explain the basis of the Utility Provider’s proposed adequate assurance requirement under section 366(c)(2) of the Bankruptcy Code; and (viii) **be actually received by the Notice Parties on or before the date that is 30 days after the Interim Order is docketed;**

d. Upon the Notice Parties’ receipt of an Additional Assurance Request at the address set forth in subparagraph (b) above, the Debtors shall have the greater of (i) 14 days from the receipt of such Additional Assurance Request, (ii) 20 days

from the Petition Date, or (iii) such other period as agreed between the Debtors and the applicable Utility Provider (collectively, the “**Resolution Period**”) to negotiate with such Utility Provider to resolve such Provider’s Additional Assurance Request;

e. The Debtors may, in their discretion, resolve an Additional Assurance Request by mutual agreement with the requesting Utility Provider without further notice to the Court or any other party in interest and may, in connection with any such agreement and in their discretion, provide a Utility Provider with additional adequate assurance of future payment, including, but not limited to, cash deposits, prepayments, and/or other forms of security, without further order of the Court to the extent the Debtors believe such additional assurance is reasonable in the exercise of their business judgment;

f. If the Debtors determine that a timely received Additional Assurance Request is not reasonable and are unable to reach an alternative resolution with the Utility Provider during the Resolution Period, the Debtors will file a motion with the Court to request a hearing before the Court within a reasonable time after the receipt of the Additional Assurance Request to determine the adequacy of assurance of payment with respect to a particular Utility Provider (the “**Determination Motion**”) pursuant to section 366(c)(3) of the Bankruptcy Code;³

g. Pending resolution of any such Determination Motion, any such Utility Provider shall be prohibited from altering, refusing, or discontinuing service to the Debtors on account of unpaid charges for prepetition services, the filing of the Chapter 11 Cases, or any objection to the adequacy of the Proposed Adequate Assurance; and

h. The Debtors may, in their discretion, resolve any Determination Motion by mutual agreement with the requesting Utility Provider without further notice to the Court or any other party in interest and may, in connection with any such agreement and in their discretion, provide a Utility Provider with additional adequate assurance of future payment, including, but not limited to, a cash deposit, prepayment, letter of credit, and/or other forms of security, without further order of the Court to the extent the Debtors believe that such additional assurance is reasonable in the exercise of their business judgment and the Debtors may, by mutual agreement with the objecting Utility Provider and without further order of the Court, reduce the Adequate Assurance Deposit by an amount not exceeding the objecting Utility Provider’s estimated two-week utility expense.

7. The Debtors may supplement the Utility Providers List without further order of the Court if any Utility Provider has been inadvertently omitted from the Utility Providers List (the “**Additional Utility Provider**”); and the Debtors will as soon as

³ Section 366(c)(3)(A) of the Bankruptcy Code provides that “[o]n request of a party in interest and after notice and a hearing, the court may order modification of the amount of an assurance of payment” 11 U.S.C. § 366(c)(3)(A).

practicable file with the Court a supplement to **Exhibit C** adding the name of any Additional Utility Provider to the Utility Providers List (the “**Supplement**”). The Debtors will then serve by email or by facsimile transmission (or, where the Debtors do not have the email address or fax number of a Utility Provider, by First Class Mail) a copy of the Motion and this signed Order on any Additional Utility Provider.

8. Any Additional Utility Provider is subject to the terms of this Order. Any Additional Utility Provider shall have 30 days from the date of service of the Motion and this Order to make an Additional Assurance Request as outlined above. Should any Additional Utility Provider be added to the Utility Providers List, the Debtors will not be required to increase the amounts of deposit in the Adequate Assurance Deposit Account.

9. No money may be withdrawn from the Adequate Assurance Deposit Account except (a) in compliance with the Adequate Assurance Procedures, (b) by mutual agreements of the Debtors and the applicable Utility Provider, or (c) by further order of the Court. If the Debtors fail to pay for any legitimate postpetition Utility Services when due, a Utility Provider may access only that portion of the Adequate Assurance Deposit attributable to it in the Adequate Assurance Deposit Account.

10. The Debtors shall administer the Adequate Assurance Deposit Account in accordance with the terms of this Order.

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

12. Within three business days of the date of this Order, the Debtors shall serve a copy of this Order and the Motion on each Utility Provider identified on the Utility

Providers List, and that within three business days of filing the Supplement, the Debtors shall serve a copy of this Order and the Motion on any Additional Utility Provider.

13. The final hearing on the relief requested in the Motion shall be on _____, 2012 at ___:___ a.m./p.m. (prevailing [___] Time). The deadline by which objections to entry of the Final Order must be filed is _____, 2012 at 4:00 p.m. (prevailing Eastern Time) and served upon (a) proposed counsel to the Debtors; (b) the Office of the United States Trustee for the District of Delaware; (c) the entities listed on the Consolidated List of Creditors Holding the 40 Largest Unsecured Claims filed pursuant to Bankruptcy Rule 1007(d); (d) counsel for the Noteholders; and (e) those parties that have formally appeared and requested service in these proceedings pursuant to Bankruptcy Rule 2002. If no objections are timely filed, the Court may enter the Final Order without further notice or hearing.

14. Notwithstanding Bankruptcy Rule 6003 and the possible applicability of Bankruptcy Rule 6004(h), the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

15. The notice requirements set forth in Bankruptcy Rule 6004(a) are hereby waived.

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

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

Dated: Wilmington, Delaware
December __, 2012

UNITED STATES BANKRUPTCY JUDGE

EXHIBIT B
PROPOSED FINAL ORDER

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

-----X
In re: : Chapter 11
: :
THQ INC., *et al.*, : Case No. 12 - 13398 (____)
: :
Debtors.¹ : Jointly Administered
: :
: RE: Docket No. ____
-----X

FINAL ORDER (A) PROHIBITING UTILITIES FROM ALTERING, REFUSING, OR DISCONTINUING SERVICES TO, OR DISCRIMINATING AGAINST, THE DEBTORS ON ACCOUNT OF PREPETITION INVOICES; (B) DETERMINING ADEQUATE ASSURANCE OF PAYMENT FOR FUTURE PERFORMANCE; AND (C) ESTABLISHING PROCEDURES FOR RESOLVING REQUESTS FOR ADDITIONAL ADEQUATE ASSURANCE OF PAYMENT

Upon the Motion² of THQ Inc. and its affiliated debtors and debtors in possession in the above-captioned cases (collectively, the “**Debtors**”), for entry of interim and final orders (a) prohibiting the Utility Providers (defined below) from (i) altering, refusing, or discontinuing utility services to, or discriminating against, the Debtors on account of any outstanding amounts for services rendered prepetition, (ii) requiring additional adequate assurance of payment as a condition to providing utility service or (iii) drawing upon any existing security deposit, surety bond or other form of security to secure future payment for utility services; (b) determining that adequate assurance of payment for postpetition utility services has been furnished to the Utility Providers providing services to the Debtors; and (c) establishing procedures for resolving requests by any Utility Provider for additional adequate assurance of payment; and upon the First

¹ The Debtors in these chapter 11 cases and the last four digits of each Debtor’s taxpayer identification number are as follows: THQ Inc. (1686); THQ Digital Studios Phoenix, Inc. (1056); THQ Wireless, Inc. (7991); Volition, Inc. (4944); and Vigil Games, Inc. (8651). The Debtors’ principal offices are located at 29903 Agoura Road, Agoura Hills, CA 91301.

² All capitalized terms used and not defined herein shall have the meanings ascribed to them in the Motion.

Day Declaration in support thereof; and the Court having found that it has jurisdiction to consider this Motion pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated as of February 29, 2012; and the Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having found that the relief requested in the Motion is in the best interests of Debtors' estates, their creditors, and other parties in interest; and notice of the Motion and the opportunity for a hearing on the Motion was appropriate under the particular circumstances; and the Court having reviewed the Motion and having considered the statements in support of the relief requested therein at a hearing before the Court (the "**Hearing**"); and the Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before the Court; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

1. The Motion is granted to the extent set forth herein on a final basis.
2. The Debtors are authorized to pay on a timely basis, in accordance with their prepetition practices, all undisputed invoices for Utility Services rendered by the Utility Providers to the Debtors after the Petition Date.
3. The Debtors shall provide an Adequate Assurance Deposit for all Utility Providers by depositing \$69,343.55, equal to approximately fifty percent (50%) of the Debtors' estimated monthly cost of the Utility Services (the "**Adequate Assurance Deposit**"), into one segregated bank account designed for the Adequate Assurance Deposit (the "**Adequate Assurance Deposit Account**") within 20 days of the Petition Date.

4. The Adequate Assurance Deposit, in conjunction with the Debtor's ability to pay for future utility services in the ordinary course of business (collectively, the "**Proposed Adequate Assurance**"), constitutes sufficient adequate assurance of future payment to the Utility Providers to satisfy the requirements of section 366 of the Bankruptcy Code.

5. The Utility Providers are prohibited from (a) altering, refusing, or discontinuing Utility Services to, or discriminating against, the Debtors on the basis of the commencement of the Chapter 11 Cases or on account of any unpaid prepetition charges; or (b) requiring additional adequate assurance of payment other than the Proposed Adequate Assurance as a condition of the Debtors receiving such Utility Services.

6. The following Adequate Assurance Procedures are approved:

a. Within three business days after the date the Interim Order is docketed, the Debtors will mail a copy of the Interim Order to the Utility Providers on the Utility Providers List;

b. If a Utility Provider is not satisfied with the Proposed Adequate Assurance and seeks additional assurance of payment in the form of a deposit, letter of credit, prepayment, or otherwise, it must serve an Additional Assurance Request upon the following parties: (i) THQ Inc., 29903 Agoura Hills Road, Agoura Hills, CA 91301 (Attn: Ed Kaufman); and (ii) proposed counsel to the Debtors, Gibson, Dunn & Crutcher LLP, 333 South Grand Avenue, Los Angeles, CA 90071 (Attn: Jeffrey C. Krause, Esq.) and Young Conaway Stargatt & Taylor, LLP, Rodney Square, 1000 North King Street, Wilmington, DE 19801 (Attn: Jaime Luton Chapman, Esq.) (collectively, the "**Notice Parties**");

c. Each 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); (iv) describe any deposits or other security currently held by the objecting Utility Provider; (v) explain whether the Debtors prepay for the Utility Provider's services or what payment terms presently apply to the Debtors; (vi) explain why the objecting Utility Provider believes the Proposed Adequate Assurance is not sufficient adequate assurance of future payment; (vii) identify and explain the basis of the Utility Provider's proposed adequate assurance requirement under section 366(c)(2) of the Bankruptcy Code;

d. Upon the Notice Parties' receipt of an Additional Assurance Request at the address set forth in subparagraph (b) above, the Debtors shall have the greater of (i) 14 days from the receipt of such Additional Assurance Request, (ii) 20 days from the Petition Date, or (iii) such other period as agreed between the Debtors and the applicable Utility Provider (collectively, the "**Resolution Period**") to negotiate with such Utility Provider to resolve such Provider's Additional Assurance Request;

e. The Debtors may, in their discretion, resolve an Additional Assurance Request by mutual agreement with the requesting Utility Provider without further notice to the Court or any other party in interest and may, in connection with any such agreement and in their discretion, provide a Utility Provider with additional adequate assurance of future payment, including, but not limited to, cash deposits, prepayments, and/or other forms of security, without further order of the Court to the extent the Debtors believe such additional assurance is reasonable in the exercise of their business judgment;

f. If the Debtors determine that a timely received Additional Assurance Request is not reasonable and are unable to reach an alternative resolution with the Utility Provider during the Resolution Period, the Debtors will file a motion with the Court to request a hearing before the Court within a reasonable time after the receipt of the Additional Assurance Request to determine the adequacy of assurance of payment with respect to a particular Utility Provider (the "**Determination Motion**") pursuant to section 366(c)(3) of the Bankruptcy Code;³

g. Pending resolution of any such Determination Motion, any such Utility Provider shall be prohibited from altering, refusing, or discontinuing service to the Debtors on account of unpaid charges for prepetition services, the filing of the Chapter 11 Cases, or any objection to the adequacy of the Proposed Adequate Assurance; and

h. The Debtors may, in their discretion, resolve any Determination Motion by mutual agreement with the requesting Utility Provider without further notice to the Court or any other party in interest and may, in connection with any such agreement and in their discretion, provide a Utility Provider with additional adequate assurance of future payment, including, but not limited to, a cash deposit, prepayment, letter of credit, and/or other forms of security, without further order of the Court to the extent the Debtors believe that such additional assurance is reasonable in the exercise of their business judgment and the Debtors may, by mutual agreement with the objecting Utility Provider and without further order of the Court, reduce the Adequate Assurance Deposit by an amount not exceeding the objecting Utility Provider's estimated two-week utility expense.

7. The Debtors may supplement the Utility Providers List without further order of the Court if any Utility Provider has been inadvertently omitted from the Utility

³ Section 366(c)(3)(A) of the Bankruptcy Code provides that "[o]n request of a party in interest and after notice and a hearing, the court may order modification of the amount of an assurance of payment . . ." 11 U.S.C. § 366(c)(3)(A).

Providers List (the “**Additional Utility Provider**”); and the Debtors will as soon as practicable file with the Court a supplement to **Exhibit C** adding the name of any Additional Utility Provider to the Utility Providers List (the “**Supplement**”). The Debtors will then serve by email or by facsimile transmission (or, where the Debtors do not have the email address or fax number of a Utility Provider, by First Class Mail) a copy of the Motion and this signed Order on any Additional Utility Provider.

8. Any Additional Utility Provider is subject to the terms of this Order. Any Additional Utility Provider shall have 30 days from the date of service of the Motion and this Order to make an Additional Assurance Request as outlined above. Should any Additional Utility Provider be added to the Utility Providers List, the Debtors will not be required to increase the amounts of deposit in the Adequate Assurance Deposit Account.

9. No money may be withdrawn from the Adequate Assurance Deposit Account except (a) in compliance with the Adequate Assurance Procedures, (b) by mutual agreements of the Debtors and the applicable Utility Provider, or (c) by further order of the Court. If the Debtors fail to pay for any legitimate postpetition Utility Services when due, a Utility Provider may access only that portion of the Adequate Assurance Deposit attributable to it in the Adequate Assurance Deposit Account.

10. Upon confirmation of any plan of reorganization of these chapter 11 cases, and without further order of the Court, all amounts in the Adequate Assurance Deposit Account shall be immediately available for the Debtors’ use, in their sole discretion.

11. The Debtors shall administer the Adequate Assurance Deposit Account in accordance with the terms of this Order.

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

13. Within three business days of the date of this Order, the Debtors shall serve a copy of this Order and the Motion on each Utility Provider identified on the Utility Providers List, and that within three business days of filing the Supplement, the Debtors shall serve a copy of this Order and the Motion on any Additional Utility Provider.

14. Notwithstanding Bankruptcy Rule 6003 and the possible applicability of Bankruptcy Rule 6004(h), the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

15. The notice requirements set forth in Bankruptcy Rule 6004(a) are hereby waived.

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

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

Dated: Wilmington, Delaware
December ____, 2012

United States Bankruptcy Judge

EXHIBIT C
UTILITY PROVIDERS LIST

UTILITY COMPANIES

| Vendor # | Vendor Name | Street Address | City | ST | Zip | Type of Utility | Utility Account Number (if available) |
|----------|----------------------------|----------------|--------------|----|------------|-------------------------|---------------------------------------|
| 10882 | ACC Business | PO Box 105306 | Atlanta | GA | 30348-5306 | Telecommunications Svcs | 1194139 |
| 1612 | Ameren | PO BOX 66884 | SAINT LOUIS | MO | 63166-6882 | Electricity Charges | 45889-07022 |
| 2405 | APS/Rainbow Multimedia Grp | PO BOX 2906 | PHOENIX | AZ | 85062-2906 | Electricity Charges | 871415286 |
| 4210 | AT&T Long Distance-Dallas | PO BOX 5017 | CAROL STREAM | IL | 60197-5017 | Telephone | 814141674 |
| 3434 | AT&T MOBILITY Sacramento | PO BOX 6463 | CAROL STREAM | IL | 60197-6463 | Telephone | #871064158; #00036294 |
| 824 | AT&T Phoenix | P O BOX 105068 | ATLANTA | GA | 30348-5068 | Telephone | 030 599 5750 001/818-865-8417 |
| 3607 | AT&T Phoenix | PO BOX 5019 | CAROL STREAM | IL | 60197-5019 | Telephone | 171-788-5943-875 |
| 3834 | AT&T Sacramento | PAYMENT CENTER | SACRAMENTO | CA | 95887-0001 | Telephone | 818-865-0954-862-8 |
| 3834 | AT&T Sacramento | PAYMENT CENTER | SACRAMENTO | CA | 95887-0001 | Telephone | 818 865-0142-357-2 |
| 3834 | AT&T Sacramento | PAYMENT CENTER | SACRAMENTO | CA | 95887-0001 | Telephone | 960 456-2760-555-3 |
| 11257 | AT&T U-verse | PO BOX 5014 | CAROL STREAM | IL | 60197-5014 | Telephone | 115277297 |
| 11257 | AT&T U-verse | PO BOX 5014 | CAROL STREAM | IL | 60197-5014 | Telephone | 115277301 |
| 6720 | AT&T/Southwestern Bell | PO BOX 5001 | CAROL STREAM | IL | 60197-5001 | DSL | 068 073-1978 617 6 |
| 11227 | Charter Communications | PO BOX 742600 | CINCINNATI | OH | 63131 | Internet Services | 8351 20 022 0421170 |

| Vendor # | Vendor Name | Street Address | City | ST | Zip | Type of Utility | Utility Account Number (if available) |
|----------|--|------------------------------|--------------|----|------------|--------------------------------|---------------------------------------|
| 8200 | Church Street Square (Garbage) | 1205 SANDRA LANE | MONTICELLO | IL | 61856 | Garbage | 67225-29130 |
| 8200 | Church Street Square (gas) | 1205 SANDRA LANE | MONTICELLO | IL | 61856 | Gas | 67225-29130 |
| 8200 | Church Street Square (U&C Sanitary Bill) | 1205 SANDRA LANE | MONTICELLO | IL | 61856 | Sanitation | 4220-12-409-001 |
| 8200 | Church Street Square (Water Bill) | 1205 SANDRA LANE | MONTICELLO | IL | 61856 | Water Charges | 09-0327825-7 |
| 2407 | City Of Phoenix | PO BOX 78663 | PHOENIX | AZ | 85062-8663 | Water Charges | 3628100000 |
| 8030 | Comcast Cable | P.O. BOX 34744 | SEATTLE | WA | 98124-1744 | Cable | 8498 31 010 0656599 |
| 8349 | Comcast Cable | P.O. BOX 3001 | SOUTHEASTERN | PA | 19398-3001 | Cable/Internet | 8771 40 302 0234247 |
| 5041 | COX Business | PO BOX 53249 | PHOENIX | AZ | 85072-3249 | Internet Services | APT450C #0018501192026401 |
| 5041 | COX Business | PO BOX 53249 | PHOENIX | AZ | 85072-3249 | Internet Services | APT450B #0018501192026301 |
| 5041 | COX Business | PO BOX 53249 | PHOENIX | AZ | 85072-3249 | Internet Services | APT450 #0018501192026101 |
| 8112 | Direct Energy | P.O. BOX 660749 | DALLAS | TX | 75266 | Electricity Charges | 984923 |
| 1062 | Dish Network | DEPT 9235 | PALATINE | IL | 60055-9235 | Cable | 8255 22 001 0003092 |
| 4562 | Illinois American Water Company | PO BOX 94551 | PALATINE | IL | 60094-4551 | Water Charges | 09-0544501-1 |
| 990 | Intercall | FILE 51089 | LOS ANGELES | CA | 90074-1089 | Conference Calls | 444921 |
| 5966 | L'ebiz | 5935 AIRPORT RD., STE 800 | MISSISSAUGA | ON | L4V 1W5 | EDI - Electronic Data Transfer | NA |

| Vendor # | Vendor Name | Street Address | City | ST | Zip | Type of Utility | Utility Account Number (if available) |
|----------|-------------------------------------|-------------------------|--------------|----|------------|---------------------|---------------------------------------|
| 11230 | Level 3/Global Crossing | 225 KENNETH DRIVE | ROCHESTER | NY | 14623 | Internet Services | 205175017 |
| 1173 | Matrix Telecom | PO BOX 660780 | DALLAS | TX | 75266 | Internet Services | 5204696374-0000 |
| 8683 | PAETEC (McClead Telecommunications) | P.O. BOX 3243 | MILWAUKEE | WI | 53201-3243 | Telephone | 7737555 |
| 2814 | Qwest - Century Link | PO BOX 52187 | PHOENIX | AZ | 85072-2187 | Internet Services | 69494846 |
| 2356 | Qwest - Century Link | PO BOX 29040 | PHOENIX | AZ | 85038-9040 | Internet Services | 602-230-7762 891B |
| 2356 | Qwest - Century Link | PO BOX 29040 | PHOENIX | AZ | 85038-9040 | Internet Services | 602-264-1002 359B |
| 2356 | Qwest - Century Link | PO BOX 29040 | PHOENIX | AZ | 85038-9040 | Internet Services | 602-955-4213 431B |
| 2356 | Qwest - Century Link | PO BOX 29040 | PHOENIX | AZ | 85038-9040 | Internet Services | 602-957-1214 242B |
| 7922 | San Diego Gas & Electric (SDGE) | P.O. BOX 25111 | SANTA ANA | CA | 92799-5111 | Gas/Electric | 0020 381 131 6 |
| 4567 | Sokolski Kulas - sewer | ONE MAIN ST., SUITE 200 | CHAMPAIGN | IL | 61820 | Sewer usage | NA |
| 7216 | Southern California Edison | P.O. BOX 600 | ROSEMEAD | CA | 91771 | Electricity Charges | 2-33-802-2841 |
| 5935 | Sprint | P.O. BOX 4181 | CAROL STREAM | IL | 60197-4181 | Telephone | 750079819 |
| 9642 | Telepacific Communications | P.O. BOX 526015 | SACRAMENTO | CA | 95852-6015 | Telephone | 104146 |
| 7181 | Time Warner Telecom Holdings | P.O. BOX 172567 | DENVER | CO | 80217-2567 | Telephone | 296722 |
| 818 | XO Communications | FILE 50550 | LOS ANGELES | CA | 90074-0550 | Internet Services | 40000000127788 |